



**CITY OF PITTSBURG
AGENDA**

April 16, 2018

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

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

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

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

PRESIDING

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

**FOR HOUSING AUTHORITY:
Michelle Wood, Housing Authority Member
Annie Hill Herring, Housing Authority Member**

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

NOTICE TO PUBLIC (Attached)

COUNCIL COMMITTEES LIST (Attached)

COMMISSIONS/COMMITTEES MEETING SCHEDULE (Attached)

5:30 P.M.

PLANNING COMMISSION APPEAL

1. Appeal of the Planning Commission's Decision to Deny Variance and Design Review Application No. 17-1274 (VA, DR).

On March 13, 2018, the Planning Commission held a public hearing and subsequently denied a planning application by Randy Baugh requesting approval for: 1) a variance from the adopted height requirements; and 2) plans to construct a 3,168-square foot, single-story commercial shell building on an 8,598-square foot parcel located at 2108 Railroad Avenue. The property is located within the Railroad Avenue Specific Plan (RASP) PD (Planned Development, Ordinance No. 09-1319) District, and has a RASP Land Use Designation of TOD-H (Transit Oriented Development, High Density). Assessor's Parcel No. 087-030-087. On March 19, 2018, the applicant filed an appeal of the Planning Commission's decision.

AUDIENCE REMARKS

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

CONVENE IN CLOSED SESSION

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

Property: Center Drive (APNs 086-100-040 and 086-100-041); Agency Negotiators: Joe Sbranti, Maria Aliotti; Negotiating Parties: Garaventa Enterprises; Under negotiation: Both price and terms of payment

Property: 615 Railroad Avenue APN 085-171-012; Agency Negotiators for the Pittsburg Power Company: Joe Sbranti, Garrett Evans, and Maria Aliotti; Negotiating Parties: Natalie Cooper dba Lumpy's; Under negotiations: both price and terms of payment

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

One (1) case

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

One (1) case

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CITY MANAGER REPORTS/REMARKS

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

CITIZENS REMARKS

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

HOUSING AUTHORITY

CONSENT CALENDAR

5. Minutes

Minutes of March 19, 2018

6. Disbursement Lists

Disbursement List of March 31, 2018

ADJOURNMENT OF THE HOUSING AUTHORITY to May 21, 2018

CITY COUNCIL MEETING

PUBLIC HEARING

7. Introduction and Waive First Reading of an Ordinance Regarding the Use of the City Seal and City Logo Allowing for Their Limited Use; and Approval of the Use of City Seal and Logo Application

The City of Pittsburg does not have an existing ordinance relating to the use of the

City Logo and/or Seal. This Ordinance will provide guidance for such usage.

8. Adoption of a City Council Resolution Approving the Community Development Block Grant 2018-2019 Annual Action Plan

The US Department of Housing and Urban Development (HUD) provides funding to jurisdictions to help meet their housing and community needs. As recipients of these federal funds, HUD requires the City Council to review and approve the Community Development Block Grant (CDBG) 2018-2019 Annual Action Plan (2018-2019 Annual Action Plan). The 2018-2019 Annual Action Plan states the funding recommendations for that fiscal year (FY) and includes the list of subrecipients and their funding allocations.

CONFLICT OF INTEREST STATEMENT

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

CONSENT CALENDAR

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

9. Minutes

Minutes of April 2, 2018

10. Adoption of City Council, Pittsburg Power Company and Southwest Pittsburg Geologic Hazard Abatement District II Resolutions Approving a List of Civil Engineering Firms for On-Call Professional Engineering Services and Authorizing the City Manager/Executive Director to Enter into Agreements with Selected Firms

The Civil Engineering On-Call list will allow staff to use pre-qualified civil engineering firms on an as-needed basis to perform design work, surveying, and studies as required to augment Staff in performance of functions for the City, Pittsburg Power Company or Southwest Pittsburg Geologic Hazard Abatement District II (GHAD).

11. Adoption of a City Council Resolution to Amend the Purchasing Policies by Increasing Local Preference for the Purchase of Goods

The City has adopted purchasing policies which provides for the informal and formal purchasing requirements of supplies, general services, professional services, and public works projects. The proposed Local Preference Policy amends the current Local Preference Policy by increasing preference for the purchase of local goods from 1% to 3% for purchases up to \$50,000.

12. 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 2018-19

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 2018-19.

13. Adoption of a City Council Resolution to Authorize a Lease/Purchase Agreement for Upgrades to Key Components of the City's Computer Network and Continuing Support Services

The City Manager recommends execution of a five (5) year master tax-exempt lease agreement between the City and Key Government Finance, Inc. to finance the upgrade of the City's computer network and internet protocol phone systems, and five years of technical support. Equipment and support will be provided by AMS.Net, as a partner of Cisco Systems, Inc.

14. Adoption of a City Council Resolution Accepting the Transfer of Property Located at 1425 Railroad Avenue (APN 086 180-031) from the Successor Agency of the City of Pittsburg

The former Redevelopment Agency of the City of Pittsburg, now known as the Successor Agency, owns a certain real property located at 1425 Railroad Avenue, also known as Contra Costa County APN 086 180 031 (the "Property"). The Successor Agency proposes to transfer and the City of Pittsburg (the "City") proposes to accept the Property for the purpose of constructing public improvements.

15. Adoption of a City Council Resolution Approving a Lease Agreement by and between the City of Pittsburg and Frank P. Macaluso, as Trustee of the Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015 for the Properties Known as Contra Costa County APNs 085-020-003 and 085-020-004

The City of Pittsburg is the owner of two (2) real properties consisting of land and marina that is approximately 871 square feet and 439,085 square feet, both with a street address of Montezuma Street, known as Contra Costa County APNs 085-020-003 and 085-020-004 (collectively the "Property"). The City and Frank Macaluso, as Trustee of the Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015, also doing business as Vee Jay Marine (the "Tenant") propose to enter into a lease agreement (the "Lease") for the Property.

16. Adoption of City Council Ordinance Adding Polystyrene Products Regulation to the Pittsburg Municipal Code

Polystyrene is harmful to the environment because its foam structure allows it to break down easily into smaller pieces, making it more difficult and expensive to remove from the environment and it is not biodegradable, taking several decades to hundreds of years to deteriorate in the environment or landfill. The City Council will consider the adoption of an Ordinance to regulate the use and sale of polystyrene products.

17. Adoption of a City Council Ordinance Amending Chapter 8.07, "Plastic Bag Regulation", of the Pittsburg Municipal Code

Currently, single-use plastic bags are not allowed in retail establishments but allowed in public eating establishments. The City Council will consider the adoption of an Ordinance amending to Chapter 8.07 Plastic Bag Regulation to include public eating establishments.

COUNCIL MEMBER REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)
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ADJOURNMENT to May 7, 2018

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2018

Updated December 18, 2017

OUTSIDE AGENCY BOARDS

ABAG
SF Bay Regional Water Quality Board
Contra Costa County Fire Dist.
Delta Diablo**
East Co.Co.County Habitat Conservancy
East County Water Management
MCE Clean Energy Board
TRANSPLAN / ECCRFFA
Tri-Delta Transit (2 reps)***

COUNCIL MEMBER(S)

Merl Craft / Pete Longmire Alternate
Merl Craft / Pete Longmire Alternate
Pete Longmire / Jelani Killings Alternate
Pete Longmire / Juan Banales Alternate
Sal Evola / Juan Banales Alternate
Merl Craft / Pete Longmire Alternate
Juan Banales / Pete Longmire Alternate
Sal Evola / Juan Banales Alternate
Pete Longmire& Merl Craft / Jelani Killings Alt.

TYPE

Standing
Standing
Standing
Standing
Standing
Standing
Standing
Standing
Standing

MEETS

Annual
As needed
2nd Monday
2nd Wednesday
Monthly
Annual
4 Per Year
2nd Thursday
Last Wednesday

STAFF

J. Sbranti
J. Sbranti
J. Sbranti
F. McKinley
K. Pollot
F. McKinley
G. Evans
J. Hecht
J. Hecht

LIAISON TO

East Bay League of Calif. Cities
Mayor's Conference
School Districts Committee

COUNCIL MEMBER(S)

Sal Evola / Merl Craft Alternate
Pete Longmire / Sal Evola Alternate
Merl Craft &Jelani Killings / Juan Banales Alt.

TYPE

Standing
Standing
Standing

MEETS

3rd Thursday
1st Thursday
4th Thursday even
months

STAFF

*Rotational
J. Sbranti/G. Evans
J. Sbranti

SUBCOMMITTEES

CAC/CDBG
Concord Hills Working Group
Pittsburg Recognition Committee
Economic Develop/Waterfront Subcommittee
Finance Subcommittee
Land Use Subcommittee
Local Contracting & Preference Policy
Pittsburg Arts & Community Foundation
Pittsburg Police Activities League (PAL)
Power Company Advisory
Sister City Committee
Successor Agency Subcommittee

COUNCIL MEMBER(S)

Juan Banales & Jelani Killings / Pete Longmire Alt.
Sal Evola & Juan Banales / Merl Craft Alt.
Merl Craft / Pete Longmire Alt.
Pete Longmire &Juan Banales / Sal Evola Alt.
Sal Evola & Pete Longmire / Merl Craft Alt.
Sal Evola &Juan Banales / Merl Craft Alt.
Merl Craft & Sal Evola
Merl Craft& Jelani Killings / Pete Longmire Alt.
Juan Banales & Pete Longmire / Killings Alt.
Pete Longmire & Juan Banales / Merl Craft Alt.
Sal Evola&Merl Craft/ Pete Longmire Alt.
Merl Craft &Jelani Killings / Pete Longmire Alt.

TYPE

Standing
Ad Hoc
Ad Hoc
Standing
Standing
Ad Hoc
Ad Hoc
Standing
Standing
Ad Hoc
Standing

MEETS

As needed
As needed
As needed
Quarterly
As needed
As needed
As needed
As needed
Monthly
As needed
As needed
As needed

STAFF

M. Aliotti
J. Sbranti
J. Hecht
G. Evans
B. Farmer
K. Pollot
J. Sbranti
J. Sbranti
B. Addington
G. Evans
G. Evans
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.



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

DATE: 4/6/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Appeal of the Planning Commission's Decision to Deny Variance and Design Review Application No. 17-1274 (VA, DR).

MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

On March 13, 2018, the Planning Commission held a public hearing and subsequently denied a planning application by Randy Baugh requesting approval for: 1) a variance from the adopted height requirements; and 2) plans to construct a 3,168-square foot, single-story commercial shell building on an 8,598-square foot parcel located at 2108 Railroad Avenue. The property is located within the Railroad Avenue Specific Plan (RASP) PD (Planned Development, Ordinance No. 09-1319) District, and has a RASP Land Use Designation of TOD-H (Transit Oriented Development, High Density). Assessor's Parcel No. 087-030-087. On March 19, 2018, the applicant filed an appeal of the Planning Commission's decision.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions would be anticipated with this project.

RECOMMENDATION

Staff recommends that after the staff presentation the City Council allow the appellant time to speak, allow staff an opportunity to respond and answer questions from the City Council, then open the public hearing, take public testimony, and close the public hearing.

If the City Council agrees with the Planning Commission's decision, staff recommends the City Council then adopt a Resolution denying the appeal and affirming Planning Commission denial of Variance and Design Review Application No. 17-1274.

If the City Council does not agree with the Planning Commission's decision to deny the project, staff recommends the City Council adopt a Resolution approving the project, subject to conditions.

BACKGROUND

On November 2, 2009, the City Council adopted Ordinance No. 09-1319 establishing a PD (Planned Development) District and approving the Railroad Avenue Specific Plan (RASP) for the areas closest to the future Pittsburg Center BART Station at Railroad Avenue and State Route 4.

On September 9, 2014, the Planning Commission adopted Resolution No. 9983, granting approval for the development of an 8,250-square foot, multi-tenant retail shell building ("Building A") and site improvements on 0.62 acres of land (including the parcel subject to this application). In addition, the Planning Commission approved a variance allowing for the construction of five parking stalls in excess of the maximum parking allowed under the RASP.

On December 12, 2017, the Planning Commission considered a request by the developer to construct a 3,168 square foot, single-story structure on the parcel directly north of the Building A, described above. At this meeting, staff recommended denial of the project, citing lack of compliance with the RASP TOD-H development standards. The Planning Commission generally supported the project as proposed, noting the economic success of the developer's previous projects within the area, but recognized that the project did not comply with the applicable development standards contained in the RASP. As such, the Commission voted to continue the item to a date uncertain, with direction given to the developer and staff to explore potentially modifying the standards applicable to this parcel to allow for the development of the structure as proposed.

On March 13, 2018, the Planning Commission held a public hearing to consider a revised proposal (additional details provided below). However, staff once again recommended denial of the project, citing a continued lack of compliance with the RASP TOD-H development standards, as well concerns that the required findings for a variance could not be made for the project as presented by the applicant during the hearing. The Commission voted 4-3 to deny the application.

On March 19, 2018, the applicant filed an appeal of the Planning Commission's decision to deny the project. On April 3, 2018, the applicant submitted a modified project plan with changes intended to address some of the concerns raised during the March 13 public hearing. Additional details of the proposed changes are provided below.

For additional background details, see the attached Planning Commission staff report, dated March 13, 2018 (Attachment 4 to this report).

Environmental: If denied, the project would be exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines, section 15061(b)(4), as a project that is being recommended for disapproval by a public agency.

If approved, this project would be categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects" of the state CEQA Guidelines, section 15332.

Public Notice: On or prior to April 6, 2018, in accordance with Government Code section 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the April 16, 2018, public hearing on this item was posted at City Hall, at and near the project site, and in the

“Public Notices,” section of the City website; was delivered to the Pittsburg Library; was mailed via first class mail to the applicant and property owner, to the appellants, to owners of property located within 300 feet of the project site, and to local service agencies anticipated to provide services to the site; and was mailed via first class mail or email to individuals and organizations who had previously filed written request for such notice.

SUBCOMMITTEE FINDINGS

On February 7, 2018, the Land Use Subcommittee met to discuss the proposed project. During the meeting, staff presented the Subcommittee with three potential options for amending the RASP or zoning designation to allow for development of a two-story building on the project site. At the request of the developer, staff also presented a fourth option, in which the developer could pursue a variance to allow for construction of a two-story building.

Vice Mayor Evola stated he felt a three-story building may be too tall while a single-story building would be too small, and thus generally supported a two-story building; however, Vice Mayor Evola stated he did not want to set a precedent which could undermine the vision of the RASP, and thus favored options presented by staff to amend the RASP or zoning regulations affecting the property. Councilmember Banales stated he wanted to see true transit-oriented development within the area and did not support any deviation from the current RASP development standards. Planning Commissioner Gargalikis stated he agreed a two-story structure would be more appropriate for this site, and also supported amending the RASP to allow for altered development standards which would provide a “road map” for future projects. Commissioner Croskey supported the option which would ensure the project moved forward as quickly as possible.

STAFF ANALYSIS

Project: The applicant is requesting a variance from the required number of stories for new buildings. The project is subject to the development standards contained within the RASP TOD-H land use designation, which call for a minimum of three-stories for all new structures. As previously mentioned, on April 3, 2018, the developer submitted a revised plan intended to address some of the concerns raised during the March 13, 2018, Planning Commission meeting.

The project, as proposed, includes development of an approximately 6,012 square foot, two-story commercial building (“Building B”). As part of the revised project, the developer has proposed to construct a second story shell with stairway access to the second floor, but no elevator access at this time. The new structure would be located approximately 23 feet north of Building A, and approximately 15 feet south of the Frontage Road Trail. Building B would be designed with flexible space to accommodate one or more tenants on each floor and would provide a main entry along the western façade of the building, directly adjacent to the interior parking lot, as well as secondary entries along the eastern (Railroad Avenue) and southern façades. The building height for the main roof is proposed at 34 feet (measured to the top of the main roof parapet), with portions of the parapet along the eastern and western facades extending up to 37 feet.

The existing sidewalk running along the front (west side) of Building A would be continued across the project site to the Frontage Road Trail. Five parking spaces would be relocated north of the existing bay of stalls along the western face of Building A, and would be finished with pervious pavers to match the existing back of stalls west of

Building A; as a result of the proposed development the total number of parking spaces would decrease from 30 to 20, bringing the project into conformance with the maximum allowable parking prescribed in the RASP. No additional drive aisles or driveways would be constructed, and the existing signalized intersection at Bliss Avenue and Railroad Avenue would function as the main access to the parking area.

Approximately 11 percent of the combined site area would be landscaped. Two existing, immature trees located within the parking area along the northern side of the existing commercial structure would be removed and replaced/relocated to the existing landscaped area at the north side of the proposed project. Landscaped planting areas with various types of ground cover would be located around the site at the edges of the parking stalls.

Required Findings: PMC sections 18.18.050 and 18.18.060 designate the City Council as the hearing body in the case of an appeal of a Planning Commission decision and specify that the City Council consider the subject of the appeal as a new matter.

The City Council may grant design review approval for a project only after the Commission makes a determination that the proposed project is consistent with PMC section 18.36.220(B), summarized below:

- a. the structure conforms with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;
- b. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;
- c. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;
- d. the structure is in harmony with proposed developments on land in the general area; and,
- e. the application conforms with the criteria set forth in any applicable city-adopted design guidelines.

Pursuant to PMC section 18.16.050, the City Council may grant a variance from the height standards set forth in RASP if it can make findings that:

- a. because of special circumstances concerning the subject property including size, shape, topography, location of surroundings, the strict application of zoning regulations deprives the property of privileges enjoyed by other properties in the vicinity and in the same land use district;
- b. the variance will not constitute a grant of special privilege which is not generally available to other property in the vicinity and in the same land use district; and,
- c. the variance substantially complies with the intent and purpose of the land use district to which the property is classified.

Analysis: If the City Council chooses to support a variance for the revised project as discussed above (see Attachment 3 for project plans), staff recommends conditions of approval be included to: 1) require that the developer provide funding in the amount of \$20,000, for the development of a linear parkway along the east side of the proposed project, from the corner of Railroad Avenue/State Route 4 offramp to the entry drive south of Building A, consistent with RASP policies that require private developments in the Transit Village sub-area to include publicly accessible greenways, trails, and paths for pedestrians and bicyclists (RASP section 4.5.17); and 2) limit the variance to a reduction of one story (from a required three stories to two) and require the developer construct the building with a

finished and accessible second floor, including construction of an elevator. Though under the California Building Code elevator access for a building of this size is not necessarily required and is dependent on the future tenant use, staff feels the lack of an elevator may severely limit the pool of potential tenants and make the second-floor space less convenient and/or desirable, causing the second floor to remain vacant for an extended period.

With the inclusion of these conditions, and based on the fact that: 1) the small parcel size is such that the project would be deprived of the same parking ratios enjoyed by other properties in the vicinity and in the same land use district; 2) the existing adjacent buildings are both single-story, though built to heights common for two-story structures with parapet roofs that house roof-mounted HVAC equipment, and a building that is significantly taller than the surrounding structures (such as a three-story building) would potentially result in direct views and noise and vibration impacts of the roof-mounted equipment on top of these neighboring buildings; and 3) the parcel's small size as well as the location of the existing structures and parking areas on adjacent properties does not allow the proposed building to provide increased side yard setbacks or landscaping features that would otherwise mitigate these unwelcomed views and noise impacts, staff believes a case could be made to support the requested variance and approve the project. With the inclusion of the recommended conditions of approval, the proposed project would meet all applicable development standards, goals, and policies, with the obvious exception of the requirement that all new buildings provide a minimum of three stories.

However, staff continues to be concerned that approval of a variance for this project could be precedent setting for new development within the RASP, considering this may be one of the first projects to be constructed within the Specific Plan area subsequent to the opening of the new Pittsburg Center BART Station. Further, the adopted development standards, including that standard that calls for increased building heights and development intensity, are critical in helping promote transit-oriented and walkable development. If the City Council believes there is not a sufficient case to support the variance for the revised project, then the appeal request should be denied.

ATTACHMENTS: 1. Proposed Resolution Denying the Project
2. Proposed Resolution Approving the Project
3. Proposed Project Plans, date stamped February 23, 2018
4. Planning Commission Staff Report, dated March 13, 2018
5. Planning Commission Staff Report, dated December 12, 2017
6. Surrounding Uses Map/Existing Condition Photos
7. RASP Land Use, Design, and Development Goals and Policies
8. RASP Land Use, Design, and Development Standards
9. RASP Architectural Design Criteria
10. Design Review and Development Guidelines
11. Declaration of Appeal
12. Letter of opposition, dated March 6, 2018
13. Public Hearing Notice/Vicinity Map

Report Prepared By: Jordan Davis, AICP, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Denying an Appeal and	)	RESOLUTION NO. 18-
Affirming Planning Commission	)	
Resolution No. 10091, for "2108	)	
Railroad Avenue Commercial Shell	)	
<u>Building, AP-17-1274 (VA, DR)"</u>	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, on September 12, 2017, Randy Baugh of Development Consultants, Inc., filed Variance and Design Review Application No. 17-1274, requesting approval of plans to construct a commercial shell building on an 8,598-square foot parcel located at 2108 Railroad Avenue. The property is located within the Railroad Avenue Specific Plan (RASP) PD (Planned Development, Ordinance No. 09-1319) District, and has a RASP Land Use Designation of TOD-H (Transit Oriented Development, High Density). Assessor's Parcel No.: 087-030-087; and

WHEREAS, on November 2, 2009, the City Council adopted Ordinance No. 09-1319 establishing a PD (Planned Development) District and approving the Railroad Avenue Specific Plan for the areas closest to the future eBART Station at Railroad Avenue and State Route 4. The RASP contains development and design standards intended to capitalize on future transit-oriented development growth potential around the future BART Station and to describe a preferred character and overall direction for development associated with the future BART Station; and

WHEREAS, on September 9, 2014, the Planning Commission adopted Resolution No. 9983, granting approval for the development of an 8,250-square foot, multi-tenant retail shell building and site improvements on 0.62 acres, including the parcel subject to this application. In addition, the Planning Commission approved a variance allowing for the construction of five parking stalls in excess of the maximum parking allowed under the RASP; and

WHEREAS, on February 22, 2016, the Land Use Subcommittee met to discuss the community vision and planning principles adopted for the RASP Area, and the Plan's applicability to future development projects. The Subcommittee supported continuing to implement the development standards and policies of the RASP, as adopted; and

WHEREAS, the current proposal does not conform to the applicable, "Land Use, Design, and Development Standards," prescribed within section 4.4 of the RASP for the TOD-H land use classification, or the applicable goals and policies of the RASP. The subject site is located within the Transit Village sub-area of the RASP, which requires new commercial buildings be at least three stories; and

WHEREAS, on December 12, 2017, the Planning Commission considered a request by the developer to construct a new 3,168 square foot, single-story structure on the parcel directly north of the development described above. At this meeting, staff

recommended denial of the project, citing lack of compliance with the RASP TOD-H development standards. The Planning Commission generally supported the project as proposed, noting the economic success of the developer's previous projects within the area, but recognized that the project did not comply with the applicable development standards contained in the RASP. As such, the Commission voted to continue the item to a date uncertain, with direction given to the developer and staff to explore potentially modifying the standards applicable to this parcel to allow for the development of the structure as proposed; and

WHEREAS, on February 7, 2018, the Subcommittee met again to discuss the proposed project. During the meeting, staff presented the Subcommittee with three potential options for amending the RASP or zoning designation to allow for development of a two-story building on the project site. At the request of the developer, staff also presented a fourth option, in which the developer could pursue a variance to allow for construction of a two-story building. Vice Mayor Evola stated he felt a three-story building may be too tall while a single-story building would be too small, and thus generally supported a two-story building; however, Vice Mayor Evola stated he did not want to set a precedent which could undermine the vision of the RASP, and thus favored options presented by staff to amend the RASP or zoning regulations affecting the property. Councilmember Banales echoed concerns that the variance option would set an unwelcomed precedent for future developers and compromise the long-term vision of the RASP. Councilmember Banales stated he wanted to see true transit-oriented development within the area and did not support any deviation from the current RASP development standards. In respect to the Commissioners on the Subcommittee, Chairman Gargalikis stated he agreed a two-story structure would be more appropriate for this site, and, along with Vice Mayor Evola, supported amending the RASP to allow for altered development standards which would provide a "road map" for future projects. Commissioner Croskey stated his concerns regarding the potential unintended consequences of amending the RASP or zoning. Citing the benefits of development of a vacant site and potential jobs the project could bring, Commissioner Croskey supported the option which would ensure the project moved forward as quickly as possible; and

WHEREAS, on March 13, 2018, the Planning Commission held a public hearing to consider a revised proposal. However, staff once again recommended denial of the project, citing a continued lack of compliance with the RASP TOD-H development standards, as well concerns that the required findings for a variance could not be made. The Commission voted 4-3 to deny the application; and

WHEREAS, on March 19, 2018, Randy Baugh filed an appeal of the Planning Commission's decision; and

WHEREAS, on or before April 6, 2018, in accordance with Government Code section 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the April 16, 2018, public hearing on this item was posted at City Hall, at and near the project site, and in the "Public Notices," section of the City website; was delivered to the Pittsburg Library; was mailed via first class mail to the applicant and property owner, to the appellants, to owners of property located within 300 feet of the project site, and to local service agencies anticipated to provide services to the site; and was mailed via first class mail or email to individuals and organizations who had previously filed written request for such notice; and

WHEREAS, on April 16, 2018, the City Council held a public hearing on the appeal of the Planning Commission's decision to deny Planning Application No. 17-1274, at which time oral and/or written testimony was considered.

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

Section 1. Findings

Based on the City Council Staff Report entitled, "Appeal of the Planning Commission's Decision to Deny Variance and Design Review Application No. 17-1274 (VA, DR)," dated April 16, 2018, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.
2. The project is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines, section 15061(b)(4) as a project that is being denied by a public agency.
3. The strict application of zoning regulations does not deprive the property of privileges enjoyed by other properties in the vicinity and in the same land use district. Specifically, the developer has submitted a proposed rationale stating the increased height requirement deprives the property of the ability to provide parking ratios in line with those of surrounding buildings. However, the City Council finds that the intent of the RASP is to reduce the required amount of parking and encourage transit use, and therefore the developer is not required to provide any parking for commercial or office uses. Allowing for a parking ratio in line with the surrounding buildings would, in fact, grant the applicant a privilege that is not allowed under the RASP. As the proposed project would likely share parking with both the building directly adjacent as well as the larger shopping center, with no delineation points separating the parking areas, it can be reasonably determined that the parking ratio for the project is equal to that of the neighboring building and the entire shopping center. Additionally, BART recently completed construction of a public parking lot which will provide over 260 parking spaces.
4. The RASP contains development and density standards and architectural design criteria that have been determined to promote transit-oriented and walkable development, and these standards and criteria are found to be directly connected to ensuring the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality within the RASP area. As the proposed project does not meet the adopted standard for new development included in the RASP, and specifically those policies and standards that call for a minimum of three stories for new buildings (RASP section 4.4) and publicly-accessible greenways trails and paths for pedestrians and bicyclists in accordance with the land use and circulation plans set forth in the RASP (RASP sections 4.5.17

and 4.5.26), it will not contribute to the character and image of the city as a place of balance, taste, and high quality.

Section 2. Decision

Based on the findings set forth above, the City Council hereby denies the appeal and affirms Planning Commission Resolution No. 10091.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 16th day of April, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Upholding an Appeal and)
 Approving a Request for a Variance)
 and Design Review Approval to)
 Construct a Two-Story Commercial)
 Shell Building, for "2108 Railroad)
 Avenue Commercial Shell Building,)
AP-17-1274 (VA, DR)")

RESOLUTION NO. 18-_____

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, on September 12, 2017, Randy Baugh of Development Consultants, Inc., filed Variance and Design Review Application No. 17-1274, requesting approval of plans to construct a commercial shell building on an 8,598-square foot parcel located at 2108 Railroad Avenue. The property is located within the Railroad Avenue Specific Plan (RASP) PD (Planned Development, Ordinance No. 09-1319) District, and has a RASP Land Use Designation of TOD-H (Transit Oriented Development, High Density). Assessor's Parcel No.: 087-030-087; and

WHEREAS, on November 2, 2009, the City Council adopted Ordinance No. 09-1319 establishing a PD (Planned Development) District and approving the Railroad Avenue Specific Plan for the areas closest to the future eBART Station at Railroad Avenue and State Route 4. The Railroad Avenue Specific Plan (Specific Plan) contains development and design standards intended to capitalize on future transit-oriented development growth potential around the future eBART Station and to describe a preferred character and overall direction for development associated with the future BART Station; and

WHEREAS, on September 9, 2014, the Planning Commission adopted Resolution No. 9983, granting approval for the development of an 8,250-square foot, multi-tenant retail shell building and site improvements on 0.62 acres, including the parcel subject to the application. In addition, the Planning Commission approved a variance allowing for the construction of five parking stalls in excess of the maximum parking allowed under the RASP; and

WHEREAS, on February 22, 2016, the Land Use Subcommittee met to discuss the community vision and planning principles adopted for the RASP Area, and the Plan's applicability to future development projects. The Subcommittee supported continuing to implement the development standards and policies of the RASP, as adopted; and

WHEREAS, the current proposal does not conform to the applicable, "Land Use, Design, and Development Standards," prescribed within section 4.4 of the RASP for the TOD-H land use classification, or the applicable goals and policies of the RASP. The subject site is located within the Transit Village sub-area of the RASP, which requires new commercial buildings be at least three stories; and

WHEREAS, on December 12, 2017, the Planning Commission considered a request by the developer to construct a new 3,168 square foot, single-story structure on the parcel directly north of the development described above. At this meeting, staff recommended denial of the project, citing lack of compliance with the RASP TOD-H development standards. The Planning Commission generally supported the project as proposed, noting the economic success of the developer's previous projects within the area, but recognized that the project did not comply with the applicable development standards contained in the RASP. As such, the Commission voted to continue the item to a date uncertain, with direction given to the developer and staff to explore potentially modifying the standards applicable to this parcel to allow for the development of the structure as proposed; and

WHEREAS, on February 7, 2018, the Subcommittee met again to discuss the proposed project. During the meeting, staff presented the Subcommittee with three potential options for amending the RASP or zoning designation to allow for development of a two-story building on the project site. At the request of the developer, staff also presented a fourth option, in which the developer could pursue a variance to allow for construction of a two-story building. Vice Mayor Evola stated he felt a three-story building may be too tall while a single-story building would be too small, and thus generally supported a two-story building; however, Vice Mayor Evola stated he did not want to set a precedent which could undermine the vision of the RASP, and thus favored options presented by staff to amend the RASP or zoning regulations affecting the property. Councilmember Banales echoed concerns that the variance option would set an unwelcomed precedent for future developers and compromise the long-term vision of the RASP. Councilmember Banales stated he wanted to see true transit-oriented development within the area and did not support any deviation from the current RASP development standards. In respect to the Commissioners on the Subcommittee, Chairman Gargalikis stated he agreed a two-story structure would be more appropriate for this site, and, along with Vice Mayor Evola, supported amending the RASP to allow for altered development standards which would provide a "road map" for future projects. Commissioner Croskey stated his concerns regarding the potential unintended consequences of amending the RASP or zoning. Citing the benefits of development of a vacant site and potential jobs the project could bring, Commissioner Croskey supported the option which would ensure the project moved forward as quickly as possible; and

WHEREAS, on March 13, 2018, the Planning Commission held a public hearing to consider a revised proposal. However, staff once again recommended denial of the project, citing a continued lack of compliance with the RASP TOD-H development standards, as well concerns that the required findings for a variance could not be made for the project as presented by the applicant during the hearing. The Commission voted 4-3 to deny the application; and

WHEREAS, on March 19, 2018, Randy Baugh filed an appeal of the Planning Commission's decision; and

WHEREAS, on or before April 6, 2018, in accordance with Government Code section 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the April 16, 2018, public hearing on this item was posted at City Hall, at and near the project site, and in the "Public Notices," section of the City website; was delivered to the Pittsburg Library;

was mailed via first class mail to the applicant and property owner, to the appellants, to owners of property located within 300 feet of the project site, and to local service agencies anticipated to provide services to the site; and was mailed via first class mail or email to individuals and organizations who had previously filed written request for such notice; and

WHEREAS, on April 16, 2018, the City Council held a public hearing on the appeal of the Planning Commission's decision to deny Planning Application No. 17-1274, at which time oral and/or written testimony was considered.

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

Section 1. Findings

Based on the City Council Staff Report entitled, "Appeal of the Planning Commission's Decision to Deny Variance and Design Review Application No. 17-1274 (VA, DR)," dated April 16, 2018, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.
2. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects" of the state CEQA Guidelines, section 15332.

Variance:

3. The proposed variance from the minimum number of stories as set forth in the Railroad Avenue Specific Plan is warranted in that the size of the property, its location, the surroundings, and the strict application of the regulations deprives the property of privileges enjoyed by other properties in the vicinity and in the same land use district. The small parcel size is such that the project would be deprived of the same parking ratios enjoyed by other properties in the vicinity and in the same land use district. Further, due to the small size of the property in relation to surrounding commercial properties and its location adjacent to relatively new buildings under separate ownership that likely will remain for the foreseeable future, the strict application of the zoning regulation which requires a minimum of three stories for the proposed new building deprives the property of privileges enjoyed by other properties in the vicinity and in the same land use district. The existing adjacent buildings are both single story, though built to heights common for two-story structures, with parapet roofs that house roof-mounted HVAC equipment. A building that is significantly taller than the surrounding structures, such as a three-story building, would potentially result in direct views and noise and vibration impacts of the roof-mounted equipment on top of these neighboring buildings. Further, the parcel's small size, as well as the location of the existing structures and parking areas on adjacent properties, does not allow the proposed building to provide increased side yard setbacks or landscaping features that would otherwise mitigate these unwelcomed views and noise impacts. As such, requiring the

developer to construct a three-story building deprives the property and the developer of the privilege of constructing a commercial project where all the leasable space is desirable and rentable, and not hindered by unwelcomed views or other impacts which cannot be feasibly mitigated through site layout modifications. However, the City Council has also determined that the developer is able to construct a two-story building in which the second-floor space would not be adversely impacted by existing structures, and thus would be desirable and leasable, and therefore finds it appropriate that a condition of approval be added to require the developer construct the building with a fully-finished, accessible, and ready-to-lease second floor.

4. The variance will not constitute a grant of special privilege which is not generally available to other properties in the vicinity and in the same land use district if a condition is added that requires the developer construct the building with a fully-finished, accessible, and ready-to-lease second floor, in that the proposed two-story structure will be built at a height similar to that of other buildings within the surrounding shopping center, and would be considerably closer to the adopted TOD-H requirement for three stories within new buildings than the surrounding single-story structures.
5. The variance will sustainably comply with the intent and purpose of the land use district to which the property is classified if conditions are added to require that the developer: 1) provide a fair share of funding for the development of a linear parkway within the existing right-of-way along the east side of the proposed project in order to promote a safe and comfortable pedestrian- and transit-oriented environment that supports modes of transportation aside from personal automobiles; and 2) construct the building with a fully-finished, accessible, and ready-to-lease second floor, which provides additional development intensity comparable to what is required within the applicable land use designation of the RASP. The project, with the inclusion of these conditions, would maximize the benefits to other transit options, increase ridership, create a vibrant transit-oriented development, foster an engaging and active street environment, provide services and amenities that meet the needs of transit riders and local residents, provide locally oriented retail and mixed use opportunities for different consumers to patronize the Specific Plan area, provide opportunities for gathering and social interaction, create an integrated network of trails and paths to the transit facilities, expand employment opportunities in the Specific Plan area, and promote high quality development that is socially and environmentally sustainable. The variance, subject to the inclusion of the aforementioned conditions, allows this project to improve the walkability of the specific plan area and meets all of the other goals and objective of the RASP.

Design Review:

6. The structure will conform with good taste, good design, and in general contribute to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, and meet requirements of the RASP that call for design features and amenities that engage pedestrians (RASP section 4.5.5) and provide publicly accessible greenways trails and paths for pedestrians and bicyclists in accordance with the land use and circulation plans set forth in the

RASP (RASP sections 4.5.17 and 4.5.26), if conditions are added to require that the developer: 1) provide a fair share of funding for the development of a linear parkway within the existing right-of-way along the east side of the proposed project in order to promote a safe and comfortable pedestrian- and transit-oriented environment that supports modes of transportation aside from personal automobiles; and 2) construct the building with a fully-finished, accessible, and ready-to-lease second floor, which provides additional development intensity comparable to what is required within the applicable land use designation of the RASP.

7. The exterior design and appearance of the proposed structures will not be of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value, if conditions are added to require that the developer: 1) construct the building with a fully-finished, accessible, and ready-to-lease second floor; 2) install concrete seatwalls around all four sides of the proposed bioretention areas south of the proposed project; 3) refinish the sides of the existing trash enclosure with wood paneling to match the proposed building accents; and 4) ensure all building columns project a minimum of 12 inches from the face of the adjacent wall.
8. The proposed project will be in harmony with proposed developments on land in the general area, in that the project proposes to utilize building materials and permeable pavers similar to those used in the construction of the adjacent building to the south.
9. The project would conform substantially with the criteria set forth in the adopted RASP Architectural and Site Design Criteria, if conditions are added to require that the developer: 1) provide a fair share of funding for the development of a linear parkway within the existing right-of-way along the east side of the proposed project in order to promote a safe and comfortable pedestrian- and transit-oriented environment that supports modes of transportation aside from personal automobiles; and 2) construct the building with a fully-finished, accessible, and ready-to-lease second floor, which provides additional development intensity comparable to what is required within the applicable land use designation of the RASP.

Section 2. Decision

Based on the findings set forth above, the City Council hereby upholds the appeal, reverses Planning Commission Resolution No. 10091, and approves Planning Application No. 17-1274, subject to the following conditions:

1. The project shall be constructed in substantial conformity with the project plans date stamped April 3, 2018, and the preliminary grading and utility, stormwater control, and preliminary landscaping plans date stamped February 23, 2018, except as hereinafter modified.
2. The developer shall provide funding in the amount of \$20,000, for the development of a linear parkway within the existing right-of-way along the east side of the proposed project, from the corner of Railroad Avenue/State Route 4 offramp to the entry drive south of the 2110 Railroad Commercial Building. These funds shall be provided prior to the issuance of any grading or building permit. Should the linear parkway not

commence construction within five (5) years of the date of approval of this project (by April 16, 2023) the developer shall be entitled to a full refund of funding provided for the linear parkway.

3. The developer shall construct the building with a fully-finished, accessible, and ready-to-lease second floor (excluding any standard tenant specific improvements). Necessary interior improvements to be completed prior to issuance of a certificate of occupancy shall include, but are not limited to, an elevator, walls ready to paint, electrical panel and outlets, a finished floor, finished ceiling with lighting, HVAC including duct work and controls, plumbing for a restroom space, and sprinkler system, if required by the Contra Costa County Fire Protection District.
4. Prior to the issuance of a building permit, the developer shall have an acoustical analysis prepared by a qualified acoustical engineer to ensure that all feasible site planning and architectural design measures are incorporated into the project design to reduce interior noise levels of new structures to the maximum allowed for the proposed use, as specified within the General Plan.
5. The developer shall install concrete seatwalls with a seat height of 18-22 inches, and minimum seat depth of 12 inches, around all four sides of the proposed bioretention areas south of the proposed project. The seatwalls shall provide a minimum 2-inch overhang on all exterior sides and include voids along the base to allow for stormwater to enter the retention basins. The final design of the seatwalls shall be subject to approval by the City Planning and Engineering Divisions. Should the developer choose to relocate the proposed bioretention areas south of the proposed project to an approved landscaping area or other area approved by the Planning and Engineering Divisions, no seatwalls shall be required.
6. Prior to issuance of a building permit, the developer shall submit a detailed landscaping and irrigation plan and other documentation as required by the state model water efficient landscaping ordinance or other local water efficient landscaping ordinance in effect at the time the developer applies for a building permit. Prior to issuance of a certificate of occupancy, the developer shall complete and submit all certifications confirming that the landscaping and irrigation were installed in compliance with the approved detailed landscaping and irrigation plan, as required pursuant to the applicable ordinance in effect at the time the developer applies for a building permit.
7. A minimum of one tree shall be located within each bioretention area south of the proposed project. Final tree selection shall be subject to review and approval by the Planning Division prior to issuance of a building permit. Should the developer choose to relocate the proposed bioretention areas south of the proposed project to an approved landscaping area or other area approved by the Planning and Engineering Divisions, this condition shall be considered not applicable.
8. The developer shall install minimum eight-inch high block style numbers along each building façade for purposes of address identification, prior to issuance of a certificate of occupancy for the building. The numbers shall be in a color that is contrasting to the background surface to which they are adhered and shall be readily visible from all public rights-of-way.

9. Parking for a minimum of three bicycles shall be provided. The final location of the bicycle parking facilities shall be subject to approval by the Planning Division.
10. The sides of the existing trash enclosure shall be refinished with wood paneling to match the proposed building accents. The roof of the trash enclosure shall be finished with a medium brown color matching that of the proposed building.
11. The property owner shall ensure that trash and recycling facilities are properly maintained and provide adequate storage and pickup for all businesses utilizing the enclosure. Trash enclosure gates shall remain closed at all times, and bins shall not be left outside of the enclosure. The City Engineer reserves the right to require additional measures be taken to ensure proper maintenance of the refuse facility, including but not limited to requiring larger bins, an increased number of bins, and additional pickups to the maximum amount provided by the City-contracted refuse collection company.
12. Those portions of the building along the northern and eastern elevations directly beneath the projecting metal awnings, as shown on page A-201 of the project plans, shall be finished with clear storefront glazing and black storefront systems.
13. All projecting metal awnings shall be finished with a matte black color.
14. All building columns shall project a minimum of 12 inches from the face of the adjacent wall.
15. The proposed mechanical screen shall be eliminated, and the proposed parapet extensions shall be continued along all four sides.
16. All rooftop mechanical equipment shall be fully screened from public view. In the event that the building is built and it is discovered that any roof top mechanical equipment is visible (as seen by the naked eye) from any ground-level public vantage point, then the developer shall provide additional screening around the equipment to completely conceal it. Any additional screening required to comply with this agreement shall be subject to review and approval by the Planning and Building Divisions prior to the issuance of a certificate of occupancy.
17. The entire roofing surface behind the building parapets shall be painted white to create a 'cool roof.'
18. The bank of parking stalls (five parking stalls in total) and driveway located along the western project boundary shall be constructed with decorative permeable pavers to match the existing pavers.
19. All tenant signage shall be subject to the Master Sign Program adopted under Planning Commission Resolution No. 9983, with the added restriction that all wall signage shall be limited to the area along the most prominent façade detail between the metal awning and second floor window. For the purposes of identifying specific regulations, the first-floor tenant shall be considered an "end tenant." If the second-floor tenant space(s) are to be accessed by a secondary entrance along the exterior of the building, separate signage may be installed directly above or north of the doorway, and shall be considered an "in-line" tenant for the purposes of identifying specific regulations.
20. All gutters and downspouts shall be placed behind exterior walls.

21. All ground floor storefront windows shall maintain a minimum 70% visibility (i.e. may not be blacked out or covered with opaque materials). Sun shades installed in the tenant storefront windows shall be commercial grade and operable (such as commercial roller shades, gliding window panels). No black out window coverings or tinting are permitted on any of the elevations. This requirement shall not apply to any portion of the storefront window system directly adjacent to a restroom within the building.
22. All air conditioning units, utility boxes, transformers, backflow preventers, meters, and junction boxes shall be substantially screened from public view using a block or retaining wall screen, wood/architectural screen, or dense landscaping screen consistent with Appendix 1 of the City of Pittsburgh Development Review Design Guidelines (Planning Commission Resolution No. 9864).
23. Prewiring and conduit shall be provided for at least one (1) electric vehicle charging station.

Engineering Fees Due Payable Prior to First Plans Review and at the Time of Site Development Permit Issuance:

24. The developer shall provide an initial payment for review of the grading and improvement plans with the first submittal. These fees are based on the Engineer's estimated costs for site improvements and grading, which shall be submitted with the plans. The Improvement Plan Check fee is 6% of the cost of the improvements. The Grading Plan Check Fee is 2.5% of the cost for grading or may be based upon cubic yards of earth disturbance. Fifty percent (50%) of these total fees are to be paid with the initial submittal of plans and Engineer's Cost Estimate. These initial payments shall be credited towards the final fees as determined at the time of issuance of an engineering permit.
25. The developer shall pay the Improvement and/or Grading Inspection Fee(s) to the Engineering Division at when the Single Parcel Development Permit is issued. The current Improvement Inspection Fee is 5.75% of the estimated cost for improvements. The Grading Inspection Fee is 3% of the estimated cost of Grading. The Grading Inspection Fee may also be based upon an approved Engineer's Estimate of total cubic yards, according to the current schedule of Grading Fee Charges.
26. The developer shall pay the City of Pittsburgh Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Division, for water and sewer service in the amounts in effect when the developer obtains a Building Permit. The developer understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Division prior to the issuance of a Building Permit.
27. The developer shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect when the developer obtains a Building Permit. The developer understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new

development. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburgh Local Transportation Mitigation Fee Program Update, copies of which are available from the City. Fees shall be paid prior to issuance of a Building Permit.

28. The developer shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102) (the "RTDIM") amount in effect when the developer obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a Building Permit. If no Building Permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.102.
29. The developer shall pay \$0.05/square foot for non-residential uses to the Engineering Division at the time the Site Development Permit is issued for costs related to updates to the City's Geographic Information System (GIS).
30. If additional engineering studies are deemed necessary by the City Engineer, i.e. geotechnical, structural, hydraulic, etc., or expedited reviews are requested by the developer, the developer shall pay for all costs related to the extra work. The costs may include the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the developer's engineer.

Submittals to be Made to the Engineering Division for Review:

31. The developer shall submit to the City's Engineering Division, for review and comment, five (5) copies of the engineering plans, prepared by a registered civil engineer, to include but not be limited to the following:
 - A Site Plan
 - A Grading and Drainage Plan
 - A Utilities Plan
 - A Landscaping and Irrigation Plan
 - An Erosion and Sedimentation Control Plan
 - Offsite Improvements due to Project Impacts
32. The developer shall submit a current geotechnical report that supports the design features incorporated into this project including, but not limited to, grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. The geotechnical report shall be submitted to the Engineering Division for review prior to the approval of any civil plans and issuance of the Site Development Permits.

General Engineering Conditions

33. All grading work shall be done in accordance with the provisions of Chapter 15.88 of the Pittsburg Municipal Code.
34. All site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers), and Title 15 (Buildings and Construction) of the Pittsburg Municipal Code as determined by the City Engineer. Issuance of a Site Development Permit will be required whereby specific engineering requirements will be made as conditions of approval.
35. All public and pedestrian facilities shall be designed in accordance with Title 24, Handicap Access, and the California Department of State Architect's standards for accessibility compliance.

General NPDES Conditions:

36. The developer shall incorporate long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long term BMPs to limit pollutant generation, discharge, and runoff. Such source control design measures may include:
- Incorporating landscaping that minimizes irrigation and runoff, promotes surface infiltration where possible, minimizes the use of pesticides and fertilizers, and incorporates appropriate sustainable landscaping practices
 - Providing covered trash, food waste, and compactor enclosures
 - Use pavers for walkways and other appropriate hardscape surfaces as an option to buyers to minimize impervious areas.
 - Minimizing the amount of directly connected impervious surface area.
 - Stencil all storm drains with "No Dumping, Drains to Delta" permanent markings
 - Constructing concrete driveway weakened plane joins at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter
 - Plumbing of the following discharges to the sanitary sewer, subject to Delta Diablo Sanitation District's authority and standards:
 - Discharges from indoor floor mat/equipment/hood filter wash racks or covered outdoor wash racks for restaurant
 - Dumpster drips from covered trash and food compactor enclosures
 - Discharges from outdoor covered wash areas for vehicles, equipment, and accessories
 - Fire sprinkler test water, if discharge to onsite vegetated areas is not a feasible option
37. Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan. The plans shall include drawings and specifications necessary

to implement all measures in the approved Stormwater Control Plan. A copy of a completed "Construction Plan C.3 Checklist", as described in the *Stormwater C.3 Guidebook, most current edition* shall be included. Grading and/or building permits, shall not be issued until this condition is met to the satisfaction of the Engineering and Planning Divisions.

38. Site Development Plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design featured, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.

General Engineering Conditions Regarding Utilities:

39. The developer shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities required to be constructed to accommodate the project shall be borne by the developer.
40. The design and construction of storm drain, water, and sewer facilities shall be in accordance with Section 17.28.020 of the Pittsburg Municipal Code.
41. The developer shall provide appropriate water service, adequately sized to meet the domestic and fire protection demands for the project.
42. The developer shall provide appropriate sanitary sewer, adequately sized to accommodate the project's wastewater demand.
43. In accordance with PMC 12.36.130, "Underground utilities for new construction," the developer shall ensure that all utility service laterals and equipment (including, but not limited to, electric, communication and cable television lines) installed in and for the purpose of supplying service to any other new construction or use shall be installed underground on the property to be served, and from the property to be served to the point of connection with the utility's distribution facilities, in accordance with utility filed rules as approved by the California Public Utilities Commission."

Additional Engineering Exactions:

44. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2005-1 Community Facilities District (CFD 2005-1) for Public Safety Services, prior to the issuance of any building or engineering permits. Community Facilities District 2005-1 is for Public Safety Services, and the fee will provide funding for an increase of police coverage in the area. The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342.
45. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2017-1 Fire Facilities and Fire Safety and Emergency Services Community Facilities District (CFD 2017-1), prior to the issuance of any building or engineering permits. Community Facilities District 2017-1 is for Fire Facilities and Fire

Safety and Emergency Services. The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311.

46. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2014-01 Railroad Avenue Specific Plan Area Community Facilities District (CFD 2014-1), prior to the issuance of any building or engineering permits.

Standard Conditions:

47. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development and the project-specific conditions identified in this resolution, the specific conditions of this resolution shall govern.
48. The developer shall comply with all the requirements of the City's Community Development Department, Contra Costa County Fire Protection District, and all other applicable local, state and federal agencies. It is the responsibility of the developer to contact each local, state, or federal agency for requirements that may pertain to this project.
49. Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at applicant's sole cost and expense. Developer may select its own legal counsel to represent developer's interests at developer's sole cost and expense. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.
50. Design review approval will expire on April 16, 2019, unless a building permit or grading permit has been issued or a written request for extension is filed with the Planning Division prior to the expiration date and subsequently approved by the Planning Commission. The approval shall be valid for no more than six months from the date of building or grading permit issuance, unless work is commenced and diligently pursued prior to the expiration of the building or grading permit. The term of the use permit approval shall be co-terminus with the design review approval for this project.

Section 3. Effective Date

This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of April, 2018, by the following vote:

AYES:

NOES:

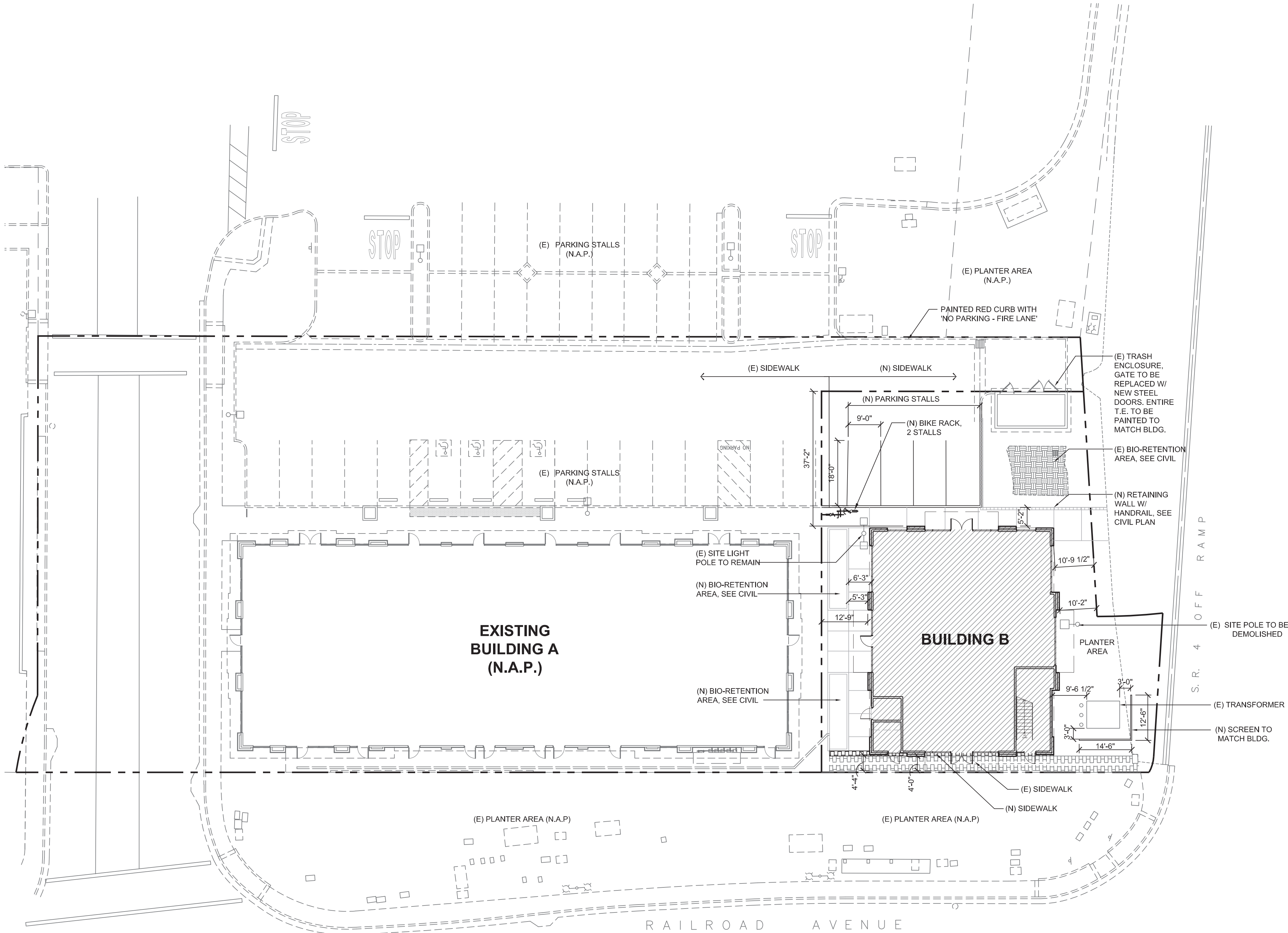
ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



VICINITY MAP:



PROJECT SITE

PROJECT INFORMATION:

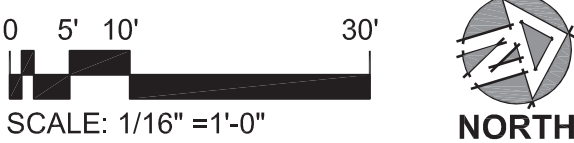
APN:	087-030-083 PARCEL A - (N.A.P.) 087-034-084 (PREVIOUSLY 087) PARCEL B
ZONING:	PD
OCCUPANY GROUP:	RETAIL (EXISTING BUILDING A) RETAIL (BUILDING B)
CONSTRUCTION TYPE:	V - B
SPRINKLERED:	YES
GROSS FLOOR AREA:	+/- 8,600 S.F. (EXISTING BUILDING A - N.A.P.) +/- 3,090 S.F. (1st FLOOR OF BUILDING B) +/- 2,922 S.F. (2nd FLOOR OF BUILDING B) +/- 14,612 S.F.
LOT AREA:	+/- 20,171 S.F. OR 0.463 ACRES (PARCEL A - N.A.P.) +/- 8,598 S.F. OR 0.197 ACRES (PARCEL B) +/- 28,769 S.F. OR 0.660 ACRES
BUILDING HEIGHT:	+/- 37'-0" (MIN. 25'-0" - MAX. 65'-0" ALLOWED)
OVERALL LEVEL OF TRANSPARENCY:	104'-10" L.F. GLASS WALL / 111'-0" L.F. SOLID WALL = 94% TRANSPARENCY (70% MIN. REQ'D)
PARKING ANALYSIS:	AT 1 PARKING SPACE / 333 S.F. FOR COMMERCIAL TOD-HIGH LAND USE (E) PARCEL A (N.A.P.) - 8,600 S.F. / 333 S.F. = 26 STALLS MAX. ALLOWED (15 PROV.) PARCEL B - 6,012 S.F. / 333 S.F. = 18 STALLS MAX. ALLOWED (5 PROVIDED)
BICYCLE PARKING:	2 PARKING SPACES PROVIDED

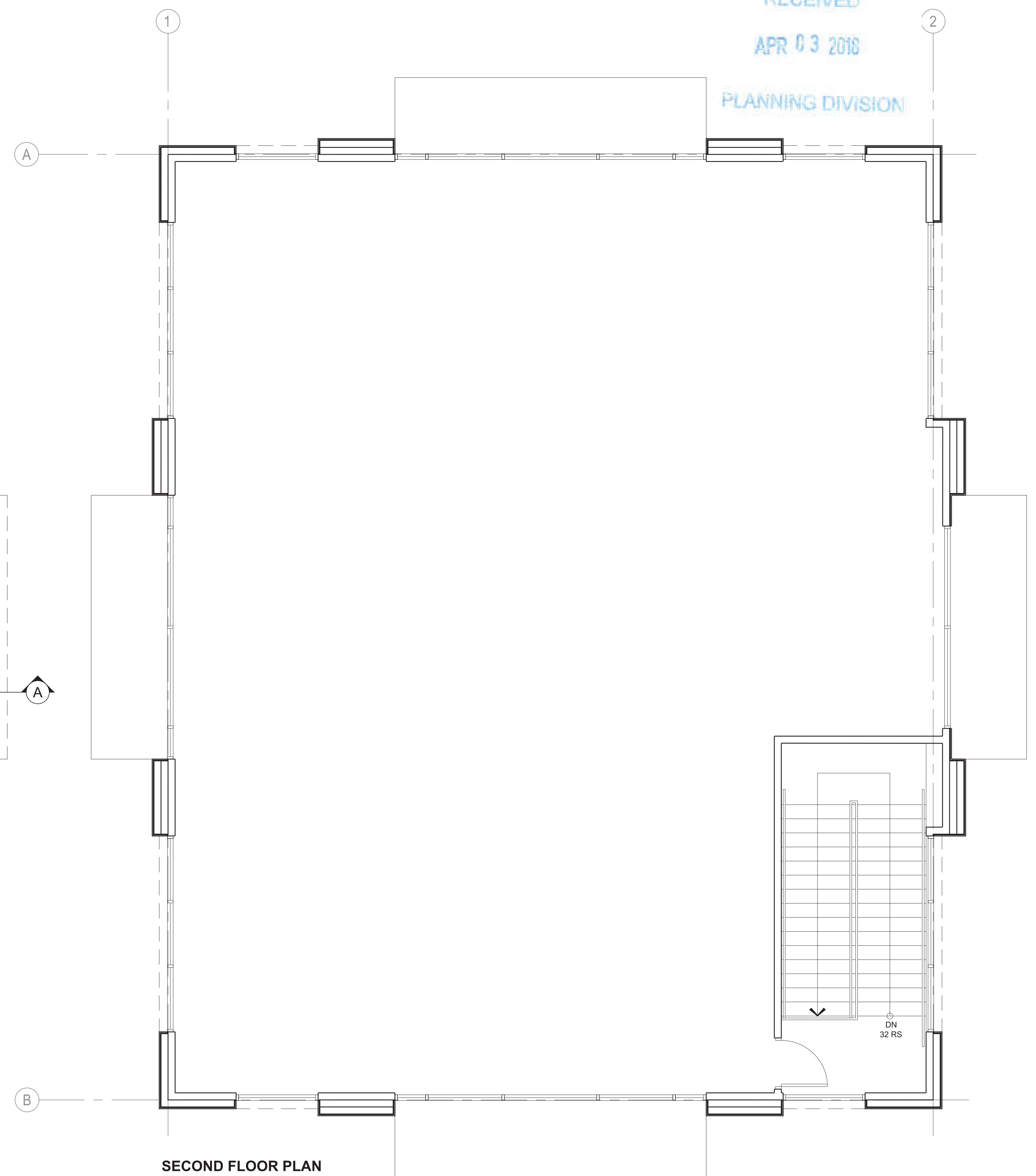
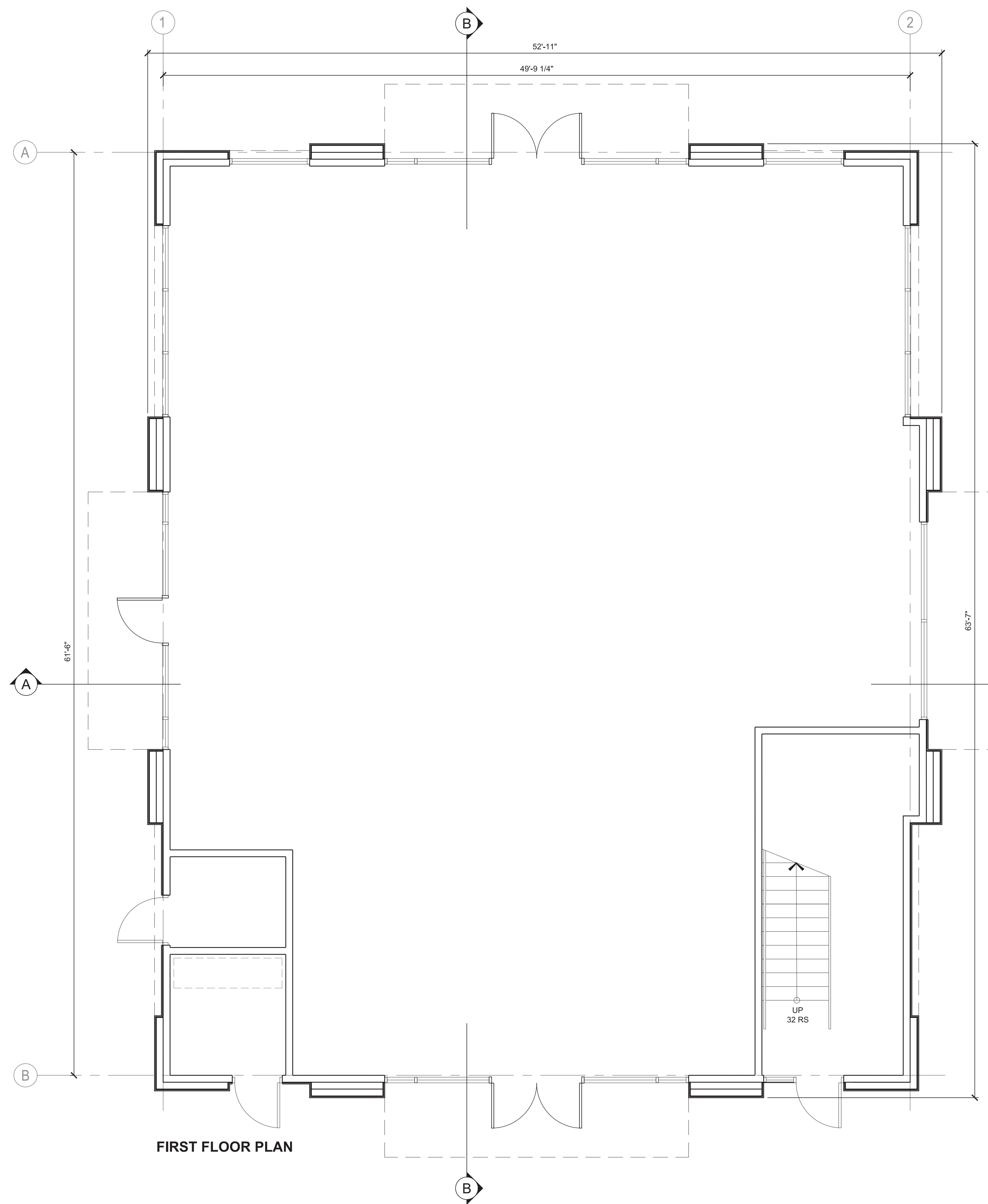
GENERAL NOTES:

- PARKING FOR A MINIMUM OF THREE BICYCLES SHALL BE PROVIDED. THE FINAL LOCATION OF THE BICYCLE PARKING FACILITIES SHALL BE SUBJECT TO APPROVAL BY THE PLANNING DIVISION.
- THE BANK OF PARKING STALLS (FIVE PARKING STALLS IN TOTAL) AND DRIVEWAY LOCATED ALONG THE WESTERN PROJECT BOUNDARY SHALL BE CONSTRUCTED WITH DECORATIVE PERMEABLE PAVERS TO MATCH THE EXISTING PAVERS.

SHEET INDEX:

- A-100 OVERALL SITE PLAN
- A-101 1ST & 2ND FLOOR PLAN - BUILDING B
- A-102 ROOF PLAN - BUILDING B
- A-201 EXTERIOR ELEVATIONS - BUILDING B
- A-301 BUILDING SECTIONS - BUILDING B
- C1 PRELIMINARY GRADING AND UTILITY PLAN
- SW1 STORMWATER CONTROL PLAN
- LA PRELIMINARY LANDSCAPE PLAN





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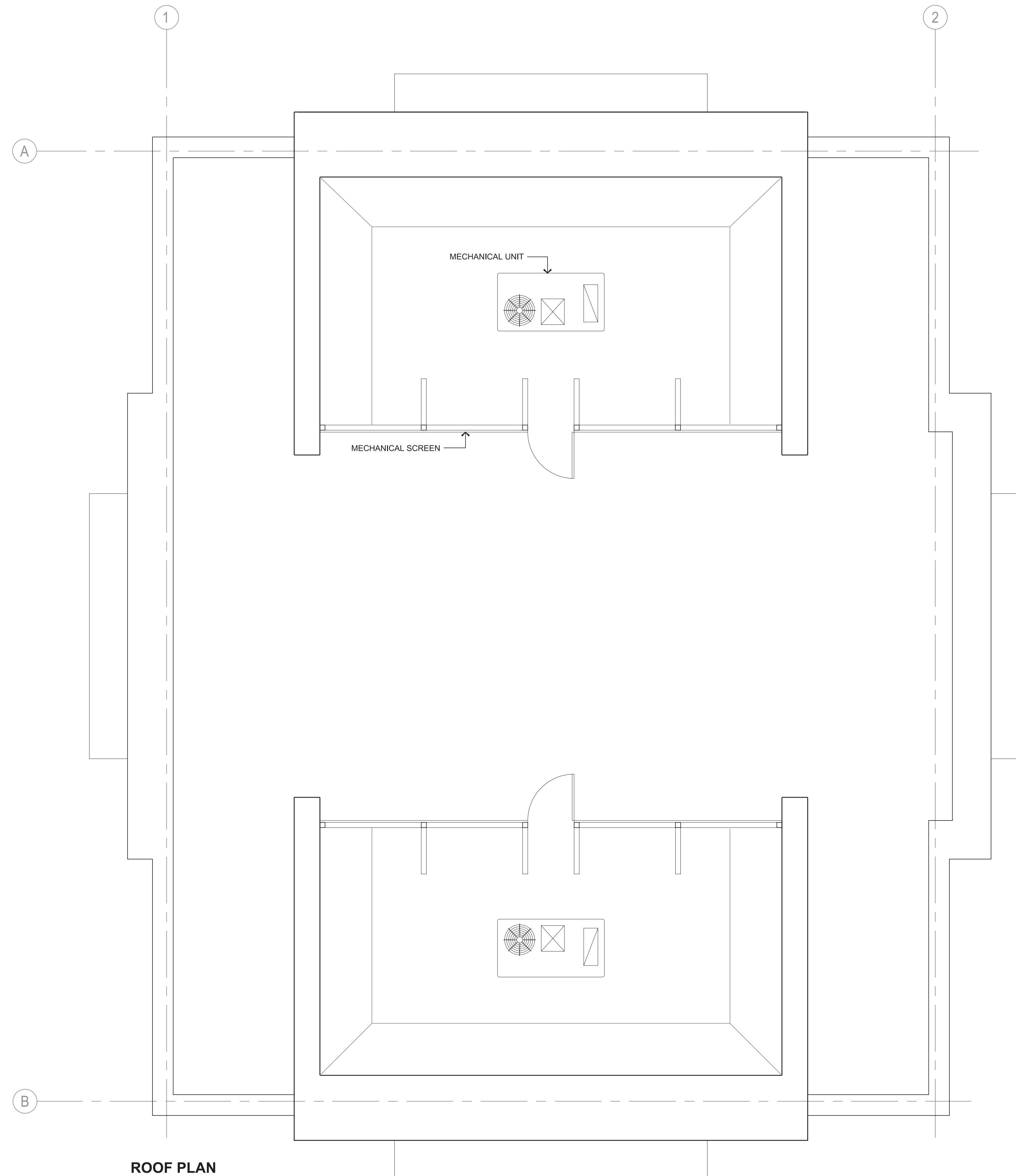
RAILROAD AVENUE RETAIL 1st & 2nd FLOOR PLAN - BUILDING B

PITTSBURG, CA 14020-B 03-29-2018

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A-101
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ROOF PLAN

GENERAL NOTES:
THE ENTIRE ROOFING SURFACE BEHIND THE BUILDING PARAPETS SHALL BE PAINTED WHITE TO CREATE A 'COOL ROOF.'

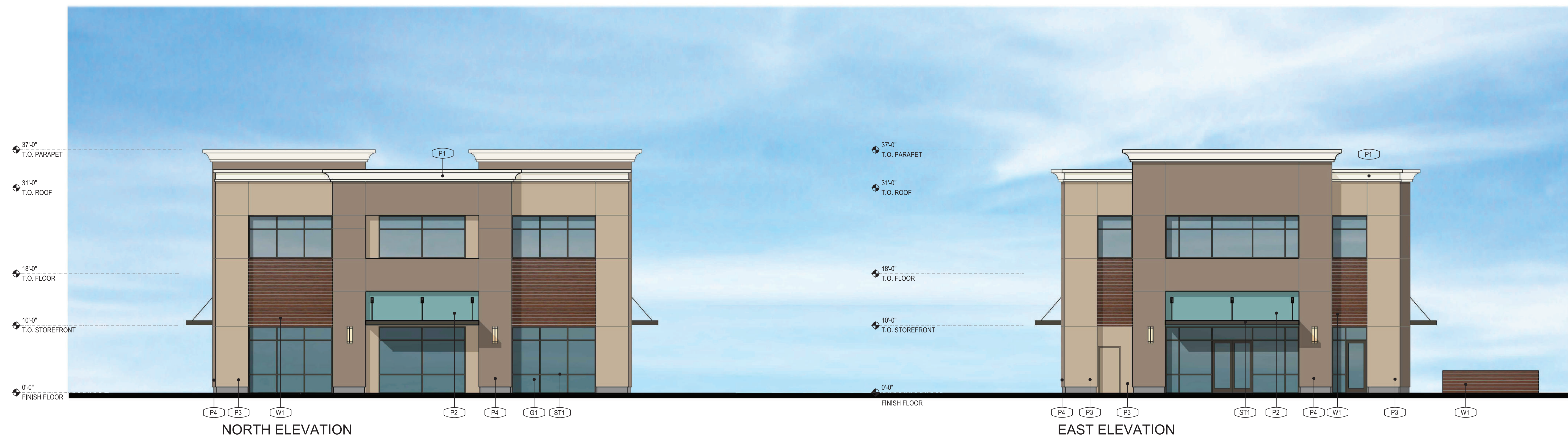
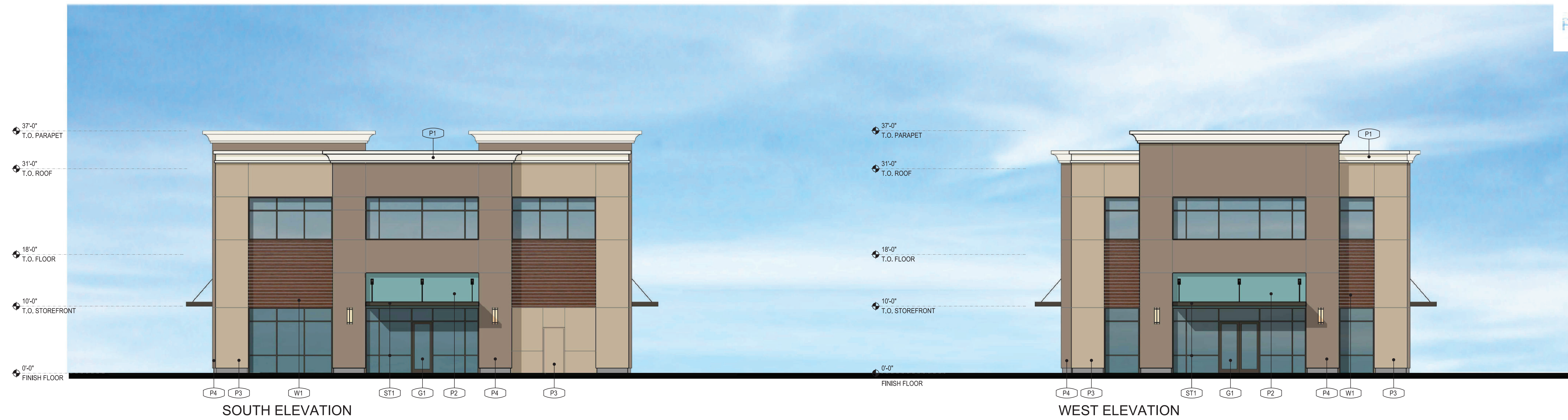
RAILROAD AVENUE RETAIL ROOF PLAN - BUILDING B

PITTSBURG, CA 14020-B 03-29-2018

A-102

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ARCHITECTURAL GROUP
Borges



GENERAL NOTES:

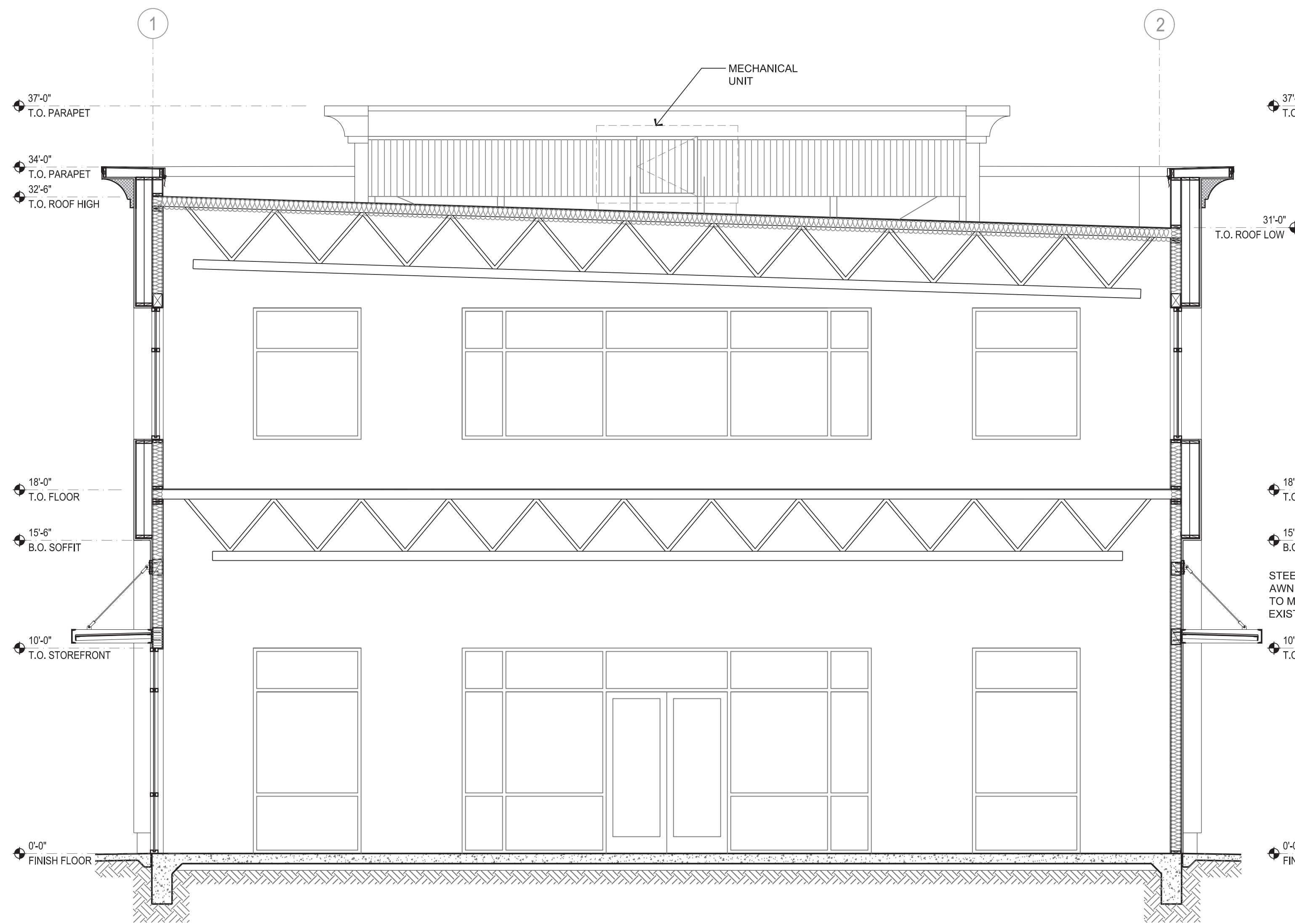
- THE DEVELOPER SHALL INSTALL MINIMUM EIGHT-INCH HIGH BLOCK STYLE NUMBERS ALONG EACH BUILDING FAÇADE FOR PURPOSES OF ADDRESS IDENTIFICATION, PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE BUILDING. THE NUMBERS SHALL BE IN A COLOR THAT IS CONTRASTING TO THE BACKGROUND SURFACE TO WHICH THEY ARE ADHERED AND SHALL BE READILY VISIBLE FROM ALL PUBLIC RIGHTS-OF-WAY.
- ALL GUTTERS AND DOWNSPOUTS SHALL BE PLACED BEHIND EXTERIOR WALLS.

	P1 COLORLIFE CLW 1042W - MISTAYA		P2 COLORLIFE CL 2144M - DIRECT APPEAL		P3 COLORLIFE CL 2893M - KNAPWEED		P4 COLORLIFE CL 2884D - STONECROP		G1 STOREFRONT GLAZING CLEAR		ST1 STOREFRONT SYSTEM BLACK		W1 WOOD PANELING C-51 WALNUT
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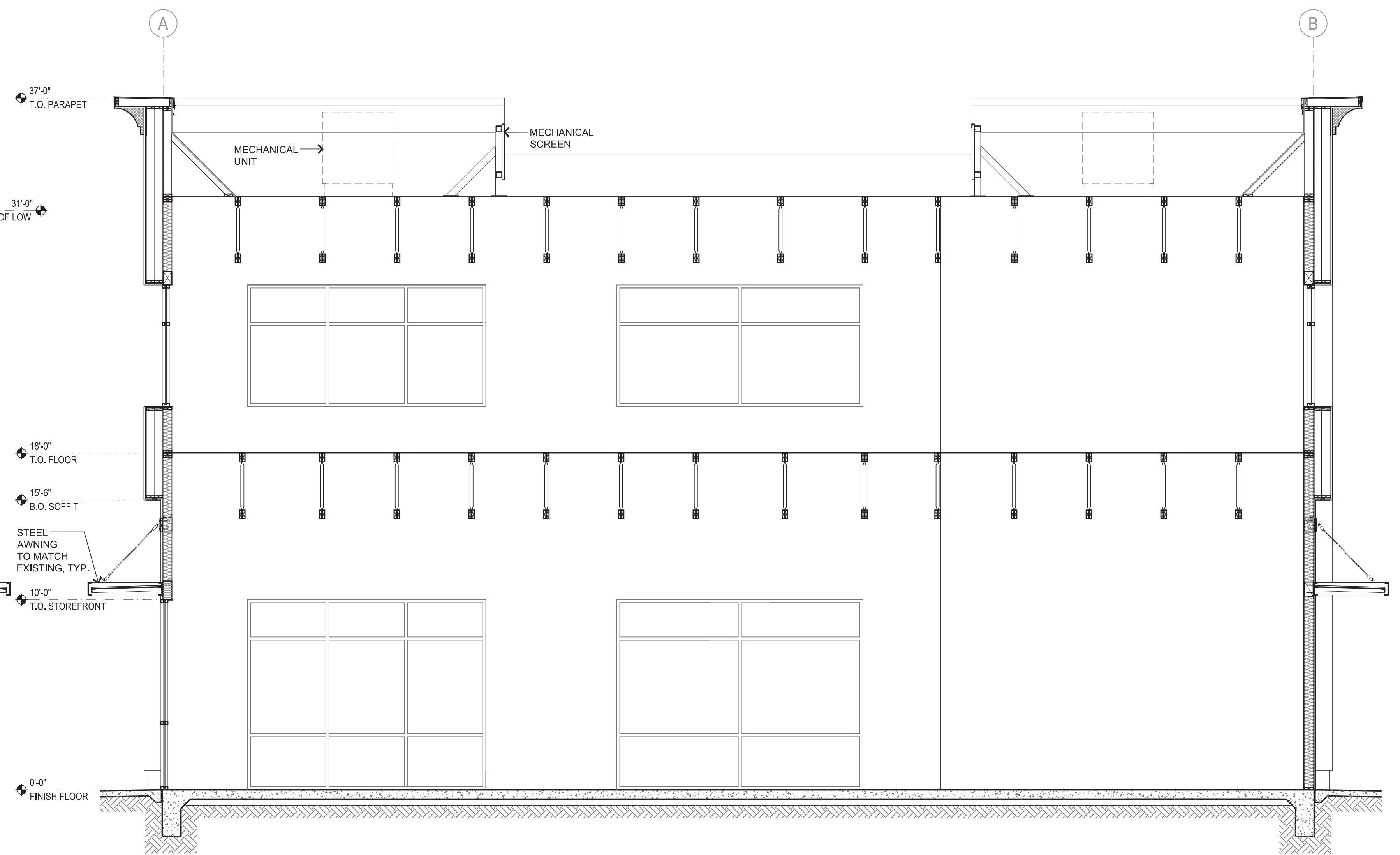
RAILROAD AVENUE RETAIL EXTERIOR ELEVATIONS - BUILDING B

A-201

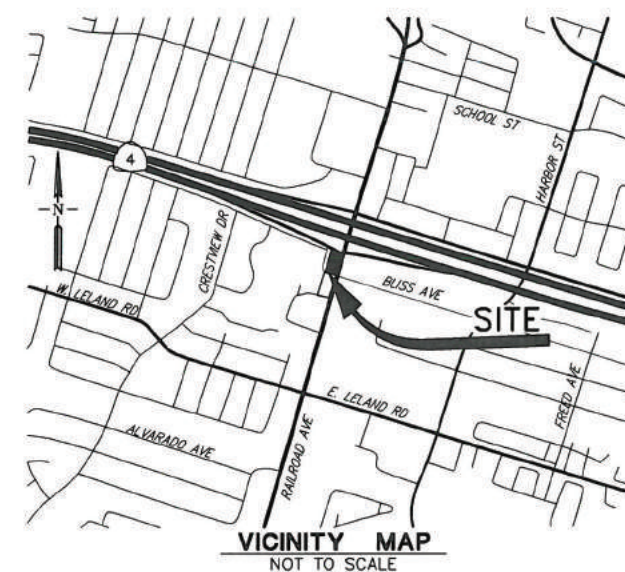
ARCHITECTURAL GROUP
Borges



SECTION A-A



SECTION B-B



RAK
CIVIL ENGINEERS

**ROBERT A. KARN
& ASSOCIATES, INC.**

707 BECK AVENUE
FAIRFIELD, CALIFORNIA 94533
Phone: (707) 435-9988
e-mail: rak@rakengineers.com

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PROJECT NAME: 2110 RAILROAD AVE
PROJECT TYPE: TREATMENT ONLY
APN: 087-030-083
DRAINAGE AREA: 9,012 sf
MEAN ANNUAL PRECIPITATION: 13.4

I. Self-Treating DMAs

II. Self-Retaining Areas	
DMA Name	Area (sq ft)
NONE	

II. Self-Retaining Areas

III. Areas Draining to Self-Retaining Areas							
DMA Name	Area (sq ft)	Surface Type	Runoff Factor	Product (Area x Runoff Factor) [A]	Receiving Self Retaining DMA	Receiving Self Retaining DMA Area (sq ft) [B]	Ratio [A]/[B]
NONE							

III. Areas Draining to Self-Retaining Areas

IV. Areas Draining to IMPs

IMP Name: BR-1
IMP Type: Bioretention Facility
Soil Group: D

IMP Name: BR-2
IMP Type: Bioretention Facility
Soil Group: D

IMP Name: BR-3
IMP Type: Bioretention Facility
Soil Group: D

IMP Name: PP-1
IMP Type: Permeable Pavement
Soil Group: B

Untreated Area

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PLANNING DIVISION

STORMWATER CONTROL PLAN EXHIBIT
2210 RAILROAD AVENUE
PITTSBURG, CALIFORNIA
FOR: DEVELOPMENT CONSULTANTS INC.

DATE		DATE	SCALE
10-20-17		10-20-17	AS SHOWN
DRAWN		DRAWN	
ABJ/KAM		ABJ/KAM	
CHECKED		CHECKED	
17		17	
PROD. MGR.		PROD. MGR.	

PARKING LOT SHADE CALCULATIONS:

TREE TYPE	AREA/ FULL	QUANTITY FULL 3/4 1/2 1/4	SUBTOTAL	TOTAL
20" DIA. TREES				
EXISTING CHITALPA T.	314 S.F.	0 0 3 0	471 S.F.	
20" TOTAL:				471 S.F.
25" DIA. TREES				
EXISTING QUERCUS W.	490 S.F.	0 1 0 0	168 S.F.	
ULMUS PROPINQUA	490 S.F.	0 0 0 1	125 S.F.	
25" TOTAL:				490 S.F.
30" DIA. TREES				
EXISTING GEJERA P.	708 S.F.	0 0 1 0	353 S.F.	
EXISTING PISTACHIA C.	708 S.F.	4 2 1 0	4236 S.F.	
30" TOTAL:				4589 S.F.
PARKING AREA:				14493 S.F.
SHADE REQUIRED:				5041 S.F.
SHADE PROVIDED:				5589 S.F.

PLANT LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE
	ULMUS PROPINQUA EMERALD SUNSHINE/HYBRID ELM	15 GALLON
	CAREX OVULSA EURASIAN GRAY SEDGE	LINER
	SHRUB & GROUND COVER PALETTE:	
	ACHILLEA TOMENTOSA WOOLLY YARROW	1 GALLON
	CHONDROPETALUM TECTORUM/DWF. CAPE RUSH	5 GALLON
	DIETES X. 'NOLA ALBA' FORTNIGHT LILY	2 GALLON
	ERIGERON KARVINSKIANUS/FLEABANE	1 GALLON
	HESPERALOE X. 'BRAKE LIGHTS' HYBRID RED YUCCA	2 GALLON
	PENSTEMON HETEROPHYLLUS 'MARGARITA B.O.P.' BEARD TONGUE	1 GALLON
	RHAMNUS CALIFORNICA 'MOUND SAN BRUNO' COFFEEBERRY	5 GALLON
	SALVIA MICROPHYLLA 'HOT LIPS' AUTUMN SAGE	5 GALLON

LANDSCAPE AREA:

TOTAL SITE AREA:	36,060 S.F.
ON-SITE LANDSCAPE:	3,125 S.F. (8.7%)
OFF-SITE LANDSCAPE:	1,648 S.F. (4.6%)
TOTAL LANDSCAPE AREA:	4,793 S.F. (13.3%)

EXISTING PLANT LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME
	CHITALPA TASHKENTENSIS PINK DAWN/CHITALPA
	GEJERA PARVIFLORA AUSTRALIAN WILLOW
	PISTACHIA CHINENSIS CHINESE PISTACHE
	QUERCUS WISLIZENII INTERIOR LIVE OAK
	EXISTING SHRUB & GROUND COVER AREA



RAILROAD AVENUE



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FEB 23 2018

PLANNING DIVISION

Garth Ruffner Landscape Architect (916) 797-2576
4121 Douglas Blvd., Suite 308, #201, Roseville, CA 95661
garth@ruffner.com Garth Ruffner P.L.L.C. 02/18

RAILROAD AVENUE RETAIL PRELIMINARY LANDSCAPE PLAN

PITTSBURG, CA 14020-B 11-02-2017

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**CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT**

ITEM: 2108 Railroad Avenue Commercial Shell Building, AP-17-1274 (VA, DR).

ORIGINATED BY: Randy Baugh, Development Consultants, Inc., 3941 Park Drive, Suite #20338, El Dorado Hills, CA 95762

SUBJECT: This is a public hearing on a request for approval of: 1) a variance from the adopted height requirements; and 2) plans to construct a 3,168-square foot, single-story commercial shell building on an 8,598-square foot parcel located at 2108 Railroad Avenue. The property is located within the Railroad Avenue Specific Plan (RASP) PD (Planned Development, Ordinance No. 09-1319) District, and has a RASP Land Use Designation of TOD-H (Transit Oriented Development, High Density). Assessor's Parcel No. 087-030-087.

RECOMMENDATION:

Staff recommends the Commission adopt Resolution No. 10091, denying Variance and Design Review Application No. 17-1274.

However, should the Commission decide to support the variance and design review request, staff has prepared Resolution No. 10092, which incorporates the developer's proposed rational for making the required findings for a variance, approving the project subject to conditions.

BACKGROUND:

On February 24, 1998, the Planning Commission adopted Resolution Nos. 9028 and 9030, approving the use permit and design review requests for the development of the large grocery store building and a 6,000-square foot multi-tenant commercial building within a four-pad shopping center, known currently as Railroad Plaza. On January 24, 2006, the Planning Commission adopted Resolution No. 9619, approving the construction of a one-story 9,500 square foot multi-tenant commercial building, a parking lot and site improvements on Pad 4 of the shopping center. The building (which is currently occupied by Panda Express and Western Dental, among others) was constructed in 2007 by the current applicant, Development Consultants, Inc. (DCI), and was subsequently sold to Klein Limited Partnership in 2013.

On November 2, 2009, the City Council adopted Ordinance No. 09-1319 establishing a PD (Planned Development) District and approving the Railroad Avenue Specific Plan (RASP) for the areas closest to the future Pittsburg Center BART Station at Railroad Avenue and State Route 4. The RASP contains development and design standards intended to capitalize on the future transit-oriented development (TOD) growth potential around the BART Station, and to "describe a preferred character and overall direction

for development associated with the future [BART] Station” (Railroad Avenue Specific Plan, 2).

On September 9, 2014, the Planning Commission adopted Resolution No. 9983, granting approval for the development of an 8,250-square foot, multi-tenant retail shell building (“Building A”) and site improvements on 0.62 acres (including the parcel subject to the application), located immediately north of the building built in 2006. In addition, the Planning Commission approved a variance allowing for the construction of five parking stalls in excess of the maximum parking allowed under the RASP.

The single-story commercial building that was previously approved does not meet the criterion of the RASP which requires new structures within the TOD-H land use classification be constructed with a minimum of three stories. However, due to a perceived conflict at the time between the minimum TOD-H building height standard (25 feet) and the requirement for a minimum of three stories for new construction, it was determined that a two-story structure could be more appropriate, considering the identified minimum building height of 25 feet. Due in part to the project being the first to occur within the RASP area, and the fact that it was proposed more than three years prior to the scheduled opening of the BART Station, the development was seen as key in kickstarting development in the RASP area. As such, a compromise was reached in which the applicant was approved to construct a single-story building which included a parapet wall and faux windows to give the appearance of a second story; however, it was to be engineered in a manner that could accommodate development of a second story at a future date, once market conditions adjusted.

On December 12, 2017, the Planning Commission considered a request by the developer to construct a new 3,168 square foot, single-story structure on the parcel directly north of the development described above. At this meeting, staff recommended denial of the project, citing lack of compliance with the RASP TOD-H development standards. The Planning Commission generally supported the project as proposed, noting the economic success of the developer’s previous projects within the area, but recognized that the project did not comply with the applicable development standards contained in the RASP. As such, the Commission voted to continue the item to a date uncertain, with direction given to the developer and staff to explore potentially modifying the standards applicable to this parcel to allow for the development of the structure as proposed.

Land Use Subcommittee: On February 22, 2016, the Land Use Subcommittee met to discuss the community vision and planning principles adopted for the RASP Area, and the Plan’s applicability to future development projects. The Subcommittee supported continuing to implement the development standards and policies of the RASP, as adopted.

On February 7, 2018, the Subcommittee met again to discuss the proposed project. During the meeting, staff presented the Subcommittee with three potential options for amending the RASP or zoning designation to allow for development of a two-story

building on the project site. At the request of the developer, staff also presented a fourth option, in which the developer could pursue a variance to allow for construction of a two-story building.

During the meeting, Vice Mayor Evola stated he felt a three-story building may be too tall while a single-story building would be too small, and thus generally supported a two-story building; however, Vice Mayor Evola stated he did not want to set a precedent which could undermine the vision of the RASP, and thus favored options presented by staff to amend the RASP or zoning regulations affecting the property. Councilmember Banales echoed concerns that the variance option would set an unwelcomed precedent for future developers and compromise the long-term vision of the RASP.

Councilmember Banales stated he wanted to see true transit-oriented development within the area and did not support any deviation from the current RASP development standards.

In respect to the Commissioners on the Subcommittee, Chairman Gargalikis stated he agreed a two-story structure would be more appropriate for this site, and, along with Vice Mayor Evola, supported amending the RASP to allow for altered development standards which would provide a “road map” for future projects. Commissioner Croskey stated his concerns regarding the potential unintended consequences of amending the RASP or zoning. Citing the benefits of development of a vacant site and potential jobs the project could bring, Commissioner Croskey supported the option which would ensure the project moved forward as quickly as possible.

On February 20, 2018, staff held a follow-up meeting with the applicant to discuss the options available to move the project forward. During this meeting, staff and the applicant attempted to negotiate a compromise which would uphold and not undermine the RASP while allowing the developer to construct a building with less than the required number of stories, but were ultimately unsuccessful. At this meeting, the developer also clarified to staff his intent to construct only a second-story shell, and not an accessible second story.

PROJECT DESCRIPTION:

Existing Conditions: The subject site consists of an 8,598-square foot parcel currently housing 13 parking stalls which serve the existing commercial building to the south (Attachment 3). An approximately 56-foot wide, signalized driveway at Railroad Avenue and Bliss Avenue (southeast of the subject site) provides direct access to the shopping center. The parcel is bounded by the Railroad Plaza shopping center to the west and south, and the Frontage Road Class I trail to the north. Beyond the Frontage Road trail is the eastbound State Route 4 offramp. To the east is Railroad Avenue, as well as a 20- to 30-foot-wide landscaped area which runs adjacent to the eastern boundary of the subject parcel and the previously developed commercial building; while the majority of this landscaped area is within the City’s right-of-way, and the northern third is within Caltrans right-of-way. This landscaped area has been designated as the northern-most portion of the future linear parkway which will extend from State route 4 to the Delta de

Planning Commission Staff Report

Anza Trail. Finally, the Pittsburg Center BART Station is located approximately 250 feet northeast of the project area and is scheduled to open in May 2018.

See Attachment 5 for a detailed overview of surrounding land uses.

Project: The project, as proposed, includes development of an approximately 3,168 square foot, single-story commercial building ("Building B"). As part of the project, the developer has proposed to construct a second story shell which would function similar to an attic space, as the developer is not proposing to provide access to the second story (i.e. stairs and/or elevator) or any finish improvements (such as HVAC, plumbing, electrical, etc.) at this time. The new structure would be located approximately 23 feet north of Building A, and approximately 15 feet south of the Frontage Road Trail. Building B would be designed to accommodate one to two tenants and would provide a main entry along the western façade of the building, directly adjacent to the interior parking lot, as well as a secondary entry along the southern façade. The building height for the main roof is proposed at over 31 feet (measured to the top of the main roof). Portions of the parapet along the eastern and western facades extend up to 37 feet; however, it's important to reiterate that the building would be designed similar to its neighbor with only one usable story at this time.

The existing sidewalk running along the front (west side) of Building A would be continued across the project site to the Frontage Road Trail. Five parking spaces would be relocated north of the existing bay of stalls along the western face of Building A, and would be finished with pervious pavers to match the existing back of stalls west of Building A; as a result of the proposed development the total number of parking spaces would decrease from 30 to 20, bringing the project into conformance with the maximum allowable parking prescribed in the RASP. No additional drive aisles or driveways would be constructed, and the existing signalized intersection at Bliss Avenue and Railroad Avenue would function as the main access to the parking area.

Approximately 11 percent of the combined site area would be landscaped. Two existing, immature trees located within the parking area along the northern side of the exiting commercial structure would be removed and replaced/relocated to the existing landscaped area at the northside of the proposed project. Landscaped planting areas with various types of ground cover would be located around the site at the edges of the parking stalls.

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The project site has a General Plan land use designation of Mixed Use, which is generally intended to allow for greater flexibility of land uses around transit. The subject site is located in the Transit Village sub-area of the RASP and has a land use designation of TOD-H (Transit Oriented Development-High Density). The TOD-H land use designation, and the goals and policies contained within the RASP, are intended to promote vertical mixed-use development in the areas closest to the Pittsburg Center BART Station, where "[s]pecial attention should be given to pedestrian circulation within

the area. The designation is intended to encourage ground floor, pedestrian friendly, retail sales and services uses with upper floors of residential uses or offices.” (Railroad Avenue Specific Plan, page 51).

Zoning/Railroad Avenue Specific Plan: The property is located in the Railroad Avenue Specific Plan PD (Planned Development, Ord. 09-1319) District. Pursuant to Pittsburgh Municipal Code (PMC) section 18.53.030, land use and development regulations for properties located within the RASP area shall conform to the applicable use and development regulations identified in the RASP. The RASP outlines land use, design, and development goals and policies for the Specific Plan area (for a detailed analysis of the proposed projects consistency with these goals and policies, see Attachment 6). Additionally, Chapter 4.4 of the RASP provides standard development regulations within the RASP area. These include development intensity, as well as height, setback, parking, and landscaping requirements. RASP section 4.5 provides architectural and site design criteria for projects.

Attachments 7 and 8 provide a detailed project consistency analysis with the development and design standards set forth in the RASP.

Variance: The applicant is requesting a variance from the required number of stories for new buildings. The project is subject to the development standards contained within the RASP TOD-H land use designation, which call for a minimum of three-stories for all new structures. As described above, the developer is proposing to construct a single-story building with a second story shell and is not proposing to provide access or any finish improvements to the second story at this time.

Required Findings: The Planning Commission may grant design review approval for a project only after the Commission makes a determination that the proposed project is consistent with PMC section 18.36.220(B), summarized below:

- a. the structure conforms with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;
- b. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;
- c. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;
- d. the structure is in harmony with proposed developments on land in the general area; and,
- e. the application conforms with the criteria set forth in any applicable city-adopted design guidelines.

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Pursuant to PMC section 18.16.050, the Planning Commission may grant a variance from the height standards set forth in RASP if it can make findings that:

- a. because of special circumstances concerning the subject property including size, shape, topography, location of surroundings, the strict application of zoning regulations deprives the property of privileges enjoyed by other properties in the vicinity and in the same land use district;
- b. the variance will not constitute a grant of special privilege which is not generally available to other property in the vicinity and in the same land use district; and,
- c. the variance substantially complies with the intent and purpose of the land use district to which the property is classified.

Environmental: If approved, this project would be categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects" of the state CEQA Guidelines, section 15332.

If denied, the project would be exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines, section 15061(b)(4), as a project that is being recommended for disapproval by a public agency.

Public Notice: On or before March 3, 2018, a notice of the March 13, 2018, public hearing for this project was posted at City Hall and at or near the proposed project site; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to all owners of property within 300 feet of the project site, to local service agencies expected to provide services to the business, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091. In addition, a copy of the notice was posted on the "Public Notices" section of the City's website.

ANALYSIS:

Based on the proposed rational for a variance provided by the developer, as well staff's review, staff believes that the required findings for a variance cannot be made. Specifically, the developer's proposed rational hinges on the idea that the parcel's small size and lack of public parking facilities deprives the property of the same parking ratios enjoyed by other properties in the vicinity and in the same land use district; however, staff believes this rational is flawed for the following reasons:

- The intent of the RASP is to reduce the required amount of parking and encourage transit use, and therefore the developer is not required to provide any parking for commercial or office uses. Allowing for a parking ratio in line with the surrounding buildings is essentially requesting a parking ratio that is not allowed under the RASP.

Planning Commission Staff Report

- In fact, the surrounding uses within the Railroad Plaza Shopping Center (with the exception of the building directly south of the project site) were developed under the prior zoning and subject to a municipal code which established parking minimums rather than maximums, providing more parking than what may be allowed under the current TOD-H land use designation, and therefore may be legally established nonconforming development.
- As the proposed project would likely share parking with both the building directly adjacent as well as the larger shopping center, with no delineation points separating the parking areas, it can be reasonably determined that the parking ratio for the project is equal to that of the neighboring building and the entire shopping center.
- BART recently completed construction of a public surface parking lot in the vicinity of the site, which provides over 260 parking spaces.

As outlined in the staff report dated December 12, 2017, (Attachment 4) staff does not believe that the Planning Commission can make the required findings to approve the proposed project, as submitted. In addition, the developer has previously cited a portion of the RASP which discusses implementation of the plan, and specifically section 8.2, "Plan Phasing and Priority Improvements." As conveyed by the title of this section, and supported by subsection 8.2.4 and tables 8.1 through 8.4, this phasing plan is specifically geared toward phasing of capital improvements in the areas in and around the TOD-H land use designation, and nowhere within the plan is there mention of the phased implementation of the development standards associated with specific land use designations. However, with this in mind, and the idea that "Phase IV" of the RASP and development of the TOD-H areas will come at a later date once the BART station opens and the City sees how earlier phases affect the market, staff believes that development of this parcel may be slightly premature, as the BART station is scheduled to open this spring.

However, should the Planning Commission wish to grant the variance to allow for a reduction in the required number of stories, staff recommends the variance be limited to a reduction of one story (from a required three stories to two) and that a condition of approval be adopted that requires the developer construct the building with a fully-finished and accessible second floor. Additionally, in order to address RASP policies that promote walkability and other pedestrian-centric activity and require private developments in the Transit Village sub-area to include publicly accessible greenways, trails, and paths for pedestrians and bicyclists (RASP section 4.5.17), staff recommends a condition be adopted which requires the developer provide funding in the amount of \$30,000 to help fund the development of a linear parkway within the existing right-of-way along the east side of the proposed project.

ACTION REQUIRED:

Move to adopt a Resolution No. 10091, denying Variance and Design Review Application No. 17-1274; or,

Planning Commission Staff Report

Move to adopt Resolution No. 10092, approving Variance and Design Review Application No.17-1274, as conditioned.

ATTACHMENTS:

1. Proposed Resolution Denying the Project
2. Proposed Resolution Approving the Project
3. Proposed Project Plans, date stamped February 23, 2018
4. Planning Commission Staff Report, dated December 12, 2017
5. Surrounding Uses Map/Existing Condition Photos
6. RASP Land Use, Design, and Development Goals and Policies
7. RASP Land Use, Design, and Development Standards
8. RASP Architectural Design Criteria
9. Design Review and Development Guidelines
10. Letter of opposition, dated March 6, 2018
11. Public Hearing Notice/Vicinity Map

Prepared by: Jordan Davis, AICP, Senior Planner

**CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT**

ITEM: 2108 Railroad Avenue Commercial Shell Building, AP-17-1274 (DR).

ORIGINATED BY: Randy Baugh, Development Consultants, Inc., 3941 Park Drive, Suite #20338, El Dorado Hills, CA 95762

SUBJECT: This is a request for design review approval of plans to construct a 3,168-square foot, single-story commercial shell building on an 8,598-square foot parcel located at 2108 Railroad Avenue. The property is located within the Railroad Avenue Specific Plan (RASP) PD (Planned Development, Ordinance No. 09-1319) District, and has a RASP Land Use Designation of TOD-H (Transit Oriented Development, High Density). Assessor's Parcel No. 087-030-087.

RECOMMENDATION:

Staff recommends the Commission adopt Resolution No. 10083, denying Design Review Application No. 17-1274, for the reasons stated below.

BACKGROUND:

On February 24, 1998, the Planning Commission adopted Resolution Nos. 9028 and 9030, approving the use permit and design review requests for the development of the large grocery store building and a 6,000-square foot multi-tenant commercial building within a four-pad shopping center, known currently as Railroad Plaza. On January 24, 2006, the Planning Commission adopted Resolution No. 9619, approving the construction of a one-story 9,500 square foot multi-tenant commercial building, a parking lot and site improvements on Pad 4 of the shopping center. The building (which is currently occupied by Panda Express and Western Dental, among others) was constructed in 2007 by the current applicant, Development Consultants, Inc. (DCI), and was subsequently sold to Klein Limited Partnership in 2013.

On November 2, 2009, the City Council adopted Ordinance No. 09-1319 establishing a PD (Planned Development) District and approving the Railroad Avenue Specific Plan (RASP) for the areas closest to the future Pittsburg Center BART Station at Railroad Avenue and State Route 4. The RASP contains development and design standards intended to capitalize on the future transit oriented development (TOD) growth potential around the BART Station, and to "describe a preferred character and overall direction for development associated with the future [BART] Station" (Railroad Avenue Specific Plan, 2).

On September 9, 2014, the Planning Commission adopted Resolution No. 9983, granting approval for the development of an 8,250-square foot, multi-tenant retail shell building (Building A) and site improvements on 0.62 acres (including the parcel subject to the application). In addition, the Planning Commission approved a variance allowing

for the construction of five parking stalls in excess of the maximum parking allowed under the RASP.

The single-story commercial building that was previously approved does not meet the criterion of the RASP which requires new structures within the TOD-H land use classification be constructed with a minimum of three stories. However, due to a conflict between the minimum TOD-H building height standard (25 feet) and the requirement for a minimum of three stories for new construction, it was determined that a two-story structure could be more appropriate, considering the identified minimum building height of 25 feet. Due in part to the project being the first to occur within the RASP area, and the fact that it was proposed more than three years prior to the scheduled opening of the BART Station, the development was seen as key in kickstarting development in the RASP area. As such, a compromise was reached in which the applicant was approved to construct a single-story building which included a parapet wall and faux windows to give the appearance of a second story; however, it was to be engineered in a manner that could accommodate development of a second story at a future date, once market conditions adjusted.

On February 22, 2016, the Land Use Subcommittee met to discuss the community vision and planning principles adopted for the RASP Area, and the Plan's applicability to future development projects. The Subcommittee supported continuing to implement the development standards and policies of the RASP, as adopted.

PROJECT DESCRIPTION:

Existing Conditions: The subject site consists of an 8,598-square foot parcel currently housing 13 parking stalls which serve the existing commercial building to the south (Attachment 2). An approximately 56-foot wide, signalized driveway at Railroad Avenue and Bliss Avenue (southeast of the subject site) provides direct access to the shopping center. The parcel is bounded by the Railroad Plaza shopping center to the west and south, and the Frontage Road Class I trail to the north. Beyond the Frontage Road trail is the eastbound State Route 4 offramp. To the east is Railroad Avenue, as well as a 20- to 30-foot-wide landscaped area which runs adjacent to the eastern boundary of the subject parcel and the previously developed commercial building; while the majority of this landscaped area is within the City's right-of-way, and the northern third is within Caltrans right-of-way. This landscaped area has been designated as the northern-most portion of the future linear parkway which will extend from State route 4 to the Delta de Anza Trail. Finally, the Pittsburg Center BART Station is located approximately 250 feet northeast of the project area and is scheduled to open in May 2018.

See Attachment 3 for a detailed overview of surrounding land uses.

Project: The project, as proposed, includes development of an approximately 3,168 square foot, single-story commercial building (Building B). The new structure would be located approximately 23 feet north of Building A, and approximately 15 feet south of the Frontage Road Trail. Building B would be designed to accommodate one to two

tenants, and would provide a main entry along the western façade of the building, directly adjacent to the interior parking lot, as well as a secondary entry along the southern façade. The building height for the main roof is proposed at 22 feet (measured from the top of the lower parapet). Portions of the parapet do extend up to 26 feet along the eastern and western facades; however, it's important to reiterate that the building would be designed similar to its neighbor with only one usable story.

The existing sidewalk running along the front (west side) of Building A would be continued across the project site to the Frontage Road Trail. Five parking spaces would be relocated north of the existing bay of stalls along the western face of Building A; as a result of the proposed development the total number of parking spaces would decrease from 30 to 20, bringing the project into conformance with the maximum allowable parking prescribed in the RASP. No additional drive aisles or driveways would be constructed, and the existing signalized intersection at Bliss Avenue and Railroad Avenue would function as the main access to the parking area.

Approximately 11 percent of the combined site area would be landscaped. Two existing, immature trees located within the parking area along the northern side of the exiting commercial structure would be removed and replaced/relocated to the existing landscaped area at the north side of the proposed project. Landscaped planting areas with various types of ground cover would be located around the site at the edges of the parking stalls.

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The project site has a General Plan land use designation of Mixed Use, which is generally intended to allow for greater flexibility of land uses around transit. The subject site is located in the Transit Village sub-area of the RASP, and has a land use designation of TOD-H (Transit Oriented Development-High Density). The TOD-H land use designation, and the goals and policies contained within the RASP, are intended to promote vertical mixed-use development in the areas closest to the Pittsburg Center BART Station, where “[s]pecial attention should be given to pedestrian circulation within the area. The designation is intended to encourage ground floor, pedestrian friendly, retail sales and services uses with upper floors of residential uses or offices.” (Railroad Avenue Specific Plan, page 51).

Zoning/Railroad Avenue Specific Plan: The property is located in the Railroad Avenue Specific Plan PD (Planned Development, Ord. 09-1319) District. Pursuant to Pittsburg Municipal Code (PMC) section 18.53.030, land use and development regulations for properties located within the RASP area shall conform to the applicable use and development regulations identified in the RASP. The RASP outlines land use, design, and development goals and policies for the Specific Plan area (for a detailed analysis of the proposed projects consistency with these goals and policies, see Attachment 4). Additionally, Chapter 4.4 of the RASP provides standard development regulations within the RASP area. These include development intensity, as well as height, setback,

parking, and landscaping requirements. RASP section 4.5 provides architectural and site design criteria for projects.

The proposed project is inconsistent with several design and development criteria. Most notably, the project proposes only a one-story structure, though the TOD-H land use classification calls for a minimum of three-stories for all new structures. In addition, the proposed project is not consistent with RASP Architectural and Site Design Criteria 4.5(1) and 4.5(2), which are intended to maximize the number of units and building entries fronting the street, and maximize storefront transparency through inclusion of windows, doors, or outdoor areas to encourage walking. Further, there are no specifically identified outdoor areas (such as seating areas, patios, arcade, or other covered outdoor public space) proposed with the development.

The proposed project also does not meet the intent of Criterion 4.5(5), which requires that all building facades facing public rights-of-way (Railroad Avenue) “engage the pedestrian through well-articulated building facades by incorporating architectural elements and features.” While the proposed eastern (street facing) elevation would include some architectural detailing to generally match the neighboring building (minor building projections, multiple materials, and metal awnings), the proposed structure does not provide any pedestrian access or transparent elements to engage pedestrians along Railroad Avenue. Rather, the proposed building essentially presents a rear façade to the street view, and treats the rear façade (where many pedestrians will be arriving from) in a manner that is not as engaging as the front façade facing the interior parking lot.

Attachments 5-6 provide a detailed project consistency analysis with the development and design standards set forth in the RASP.

Required Findings: The Planning Commission may grant design review approval for a project only after the Commission makes a determination that the proposed project is consistent with PMC section 18.36.220(B), summarized below:

- a. the structure conforms with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;
- b. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;
- c. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;
- d. the structure is in harmony with proposed developments on land in the general area; and,

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e. the application conforms with the criteria set forth in any applicable city-adopted design guidelines.

Environmental: The project is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines, section 15061(b)(4), as a project that is being recommended for disapproval by a public agency.

ANALYSIS:

The current application has been deemed “incomplete,” as there are several outstanding items that the applicant must address in order for staff to complete a more thorough review of the application (Attachment 8). The project is being brought before the Commission at this time as the developer does not wish to conform to certain development standards contained within the RASP (Attachments 4-6).

Staff does not believe that the Planning Commission can make the required findings to approve the proposed project, as submitted. Specifically, staff feels the project does not conform with good taste or good design, nor does it contribute to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed project does not meet the adopted standards for design and development included in the RASP, which were recommended by the Planning Commission and adopted by the City Council in order to ensure the area around the Pittsburg Center BART Station was developed with high-quality, attractive structures and higher-density mixed-use buildings that promoted transit use and pedestrian movement (a key aspect of providing fitness opportunities) and provided balance to the lower-density areas near the outskirts of the City. Further, not meeting the goals and policies identified within the RASP would potentially negatively affect use of the new BART Station, and cause the neighborhood to materially depreciate in value.

The proposed one-story building would also not be in harmony with potential development within the RASP area, if future buildings are held to the standards contained within the RASP. During the September 9, 2014, meeting at which the first phase of this project was approved, the applicant stated he felt the RASP was a long-term vision, and suggested that a successful first building would foster continued high-quality development in the area; however, approval of this project was more than three years ago, and the RASP area has seen significant activity since then, including development of the BART Station, the multimodal transfer facility at the corner of Railroad Avenue and California Avenue, the 82-unit Belle Harbor subdivision at Harbor Street and School Street, and the entitlement of a two-story mixed-use building along Railroad Avenue between School Street and 17th Street. In addition, applications have been filed to develop a four-story office building at the corner of Railroad Avenue and the westbound SR 4 on-ramp, and to construct 57 units of medium-density housing along Central Avenue just east of Railroad Avenue. Several additional potential projects within the RASP area have gone before the Land Use Subcommittee for discussion.

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In other words, projects that do not meet the development standards of the RASP are no longer needed to jump-start development in the area, and a single-story building at the proposed project site would not be in harmony with the projects mentioned above. By allowing development that does not meet the RASP standards at this time, the City would also be setting a significant precedent, in which future developments could continue to seek to circumvent the RASP in order to build inferior projects.

As mentioned, the RASP is intended to promote walkability and other pedestrian-centric activity, as well as reduced reliance on personal automobiles within the areas immediately surrounding the newly constructed Pittsburg Center BART Station. RASP section 4.5.17 requires private developments in the Transit Village sub-areas to include publicly accessible greenways, trails, and paths for pedestrians and bicyclists. Staff believes additional improvements that encourage safe pedestrian movement between the project site, BART, and nearby office and residential uses are warranted. These improvements would likely include development of the planned linear parkway within the existing right-of-way along the east side of the proposed project, from the corner of Railroad Avenue/State Route 4 offramp to the entry drive south of the Building A, complete with a Class I trail from the corner of Railroad Avenue/State Route 4 offramp to the entry drive south of the 2110 Railroad Commercial Building; plaza areas at each respective corner, as well as adjacent to the area between Existing Building A and proposed Building B; and appropriate site furnishings. Raised planters, with adequate width for sitting, between existing Building A and proposed Building B would also provide outdoor seating and eating opportunities that would help activate the streetscape.

Lastly, RASP section 4.5.14, encourages the use of shared trash enclosures, provided that the enclosure is sized appropriately to handle the refuse and recycling needs of all uses. Staff believes that the existing trash enclosure would not adequately serve an additional 3,168 square feet of commercial space, particularly if a restaurant use was to occupy the proposed new building. While the applicant has stated he would be willing to replace the existing four-yard bins with larger, six-yard bins, and have them picked up six days a week, staff believes the potential for up to eight businesses utilizing the existing enclosure could cause overflow, which could end up strewn throughout the parking lot or trail area.

For the reasons described above, staff is recommending denial of the proposed project at this time. Staff believes it is crucial that the developer meet the adopted standards of the RASP in order to ensure the goal of creating a transit-oriented area that is sustainable and walkable is met.

ACTION REQUIRED:

Move to adopt Resolution No. 10083, denying Design Review Application No. 17-1274.

ATTACHMENTS:

Planning Commission Staff Report

1. Proposed Resolution No. 10083
2. Proposed Project Plans
3. Surrounding Uses Map/Existing Condition Photos
4. RASP Land Use, Design, and Development Goals and Policies
5. RASP Land Use, Design, and Development Standards
6. RASP Architectural Design Criteria
7. Design Review and Development Guidelines
8. Aerial/Vicinity Map

Prepared by: Jordan Davis, AICP, Associate Planner

Attachment 6: Project Location and Surrounding Land Uses



Existing Condition Photos

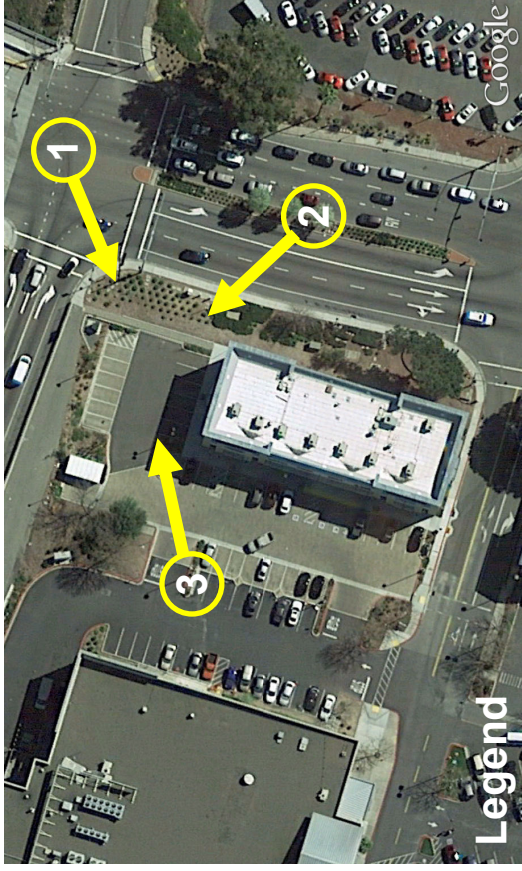


Photo 1: Facing southwest from Railroad Ave./State Route 4 Intersection.

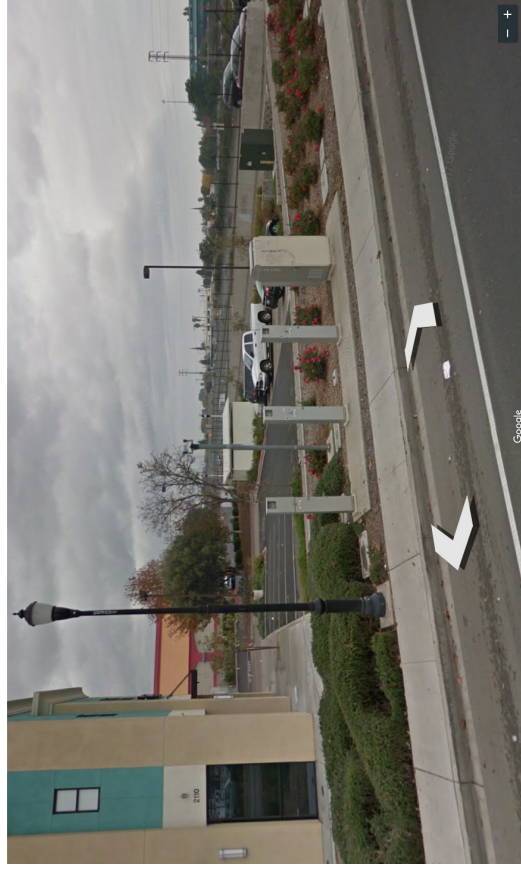


Photo 2: Facing west from Railroad Ave.



Photo 3: Facing northeast from existing parking lot.

Attachment 7: RASP Applicable Goals and Policies

Goal/Policy	Analysis
Land Use	
Goal 3-G-1: Maximize the benefit of the proposed eBART Station and other transit options and increase ridership by creating a high density, mixed-use community around the potential station site and by integrating the area with the surrounding neighborhoods.	Conditionally. Staff recommends a condition of approval be added that requires the developer construct the building with a fully-finished, accessible, and ready-to-lease second floor, which provides additional development intensity comparable to what is required within the applicable land use designation of the RASP.
Policy 3-P-1: Create a vibrant, mixed-use, transit-oriented development district nearest the proposed eBART Station.	Conditionally. Staff recommend conditions of approval be added that requires the developer construct the building with a fully-finished, accessible, and ready-to-lease second floor, which provides additional development intensity comparable to what is required within the applicable land use designation of the RASP and provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Policy 3-P-2: Foster an engaging and active street environment.	Conditionally. Staff recommend a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Policy 3-P-3: Provide additional housing opportunities, including multifamily and affordable housing, within one-half mile of the proposed eBART Station.	Not applicable. The proposed project does not propose any housing opportunities.

Attachment 7: RASP Applicable Goals and Policies

Policy 3-P-4: Provide services and amenities that meet the needs of transit riders, local residents, employees, students and visitors such as childcare, education and job skills services, community centers, healthcare services, and neighborhood serving retail in close proximity to the eBART Station.	Partially Compliant/Conditionally. The proposed development would provide neighborhood serving retail opportunities. However, Staff recommend a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Policy 3-P-5: Provide land uses that accommodate both City-wide and locally-oriented retail opportunities for different consumers to patronize within the Specific Plan Area.	Compliant. The proposed project would provide locally-oriented retail opportunities.
Policy 3-P-6: Designate land as public space to provide opportunities for gathering, social interaction, and recreation.	Conditionally. Staff recommend a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Policy 3-P-7: Create an integrated network of open spaces and trails that connect different neighborhoods and sub-areas to each other and to transit facilities.	Conditionally. Staff recommend a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Policy 3-P-9: Retain and expand a variety of employment opportunities in the Specific Plan Area by providing a range of land uses in close proximity to the eBART station.	Partially Compliant/Conditionally. Staff recommends a condition of approval be added that requires the developer construct the building with a fully-finished, accessible, and ready-to-lease second floor, which provides additional development intensity comparable to what is required within the applicable land use designation of the RASP.
Policy 3-P-10: Allow residential uses above ground floor commercial uses in all commercial land use designations subject to the design review approval by the Planning Commission.	Not Applicable. The proposed project does not include a residential component.

Attachment 7: RASP Applicable Goals and Policies

Design and Development	
Goal 4-G-1: Provide a safe and inviting pedestrian environment to draw people to and from the eBART Station.	Conditionally. Staff recommend a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Goal 4-G-3: Promote high quality development that is socially and environmentally sustainable.	Conditionally. Staff recommend conditions of approval be added that requires the developer construct the building with a fully-finished, accessible, and ready-to-lease second floor, which provides additional development intensity comparable to what is required within the applicable land use designation of the RASP and provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Policy 4-P-1: Require high quality, pedestrian-friendly design and a high level of transparency along street fronts and pathways to activate the street environment, promote social interaction and support crime prevention.	Partially compliant/Conditionally. Staff recommends a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Policy 4-P-2: Incorporate public pathways and greenways throughout private development located within the Civic Center and Transit Village sub-areas to facilitate pedestrian and bicycle movement throughout the Specific Plan Area.	Conditionally. Staff recommends a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Community Resource	
Goal SP5-G-1: Provide a range of parks, open spaces and public facilities in the Specific Plan Area to meet the diverse needs of residents, employees, students and visitors.	Conditionally. Staff recommends a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.

Attachment 7: RASP Applicable Goals and Policies

Policy SP5-P-1.2: Require new development to provide land or funding to help create a strong network of parks, plazas and pathways.	Conditionally. Staff recommends a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Policy SP5-P-3.1: Install street furniture that improves the transit rider's experience, including bus shelters, seats, and informational signage.	Conditionally. Staff recommends a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Transportation and Circulation	
Goal 6-G-1: Make the Specific Plan Area a walkable center at the crossroads of the Pittsburg community.	Conditionally. Staff recommends a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Policy 6-P-6: Create dedicated mid-block greenway connections throughout the Transit Village and into the Civic Center sub-areas.	Conditionally. Staff recommends a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.

Attachment8: RASP Land Use, Design, and Development Standards.

Development Regulations: <i>TOD-H Land Use</i>	Requirement:	Proposed Project:
Residential Density (units/acre)	30 (min.) – 65 (max.)	N/A. The applicant has not proposed any residential units.
Min. Building Height	25 ft.	31 ft.
Max Building Height	65 ft.	37 ft.
Minimum Number of Stories	3	1 (with second story shell)
Minimum Floor Area Ratio	0.25	Approx. 0.38 (excluding second story shell)
Maximum Floor Area Ratio	1.0	Approx. 0.74 (assuming construction of a finished / accessible second story)
Min. Ground Floor Commercial Ceiling Height	15 ft.	15 ft.
Front Yard Setback	0-15 ft.	Approx. 3.8 ft.
Side Yard Setback	N/A	N/A
Rear Yard Setback	N/A	N/A
Upper-Story Balcony Depth	N/A	N/A
Min. Site Landscaping	10%	10%*
Parking Lot Trees (requirement: 1 tree for every 4 parking spaces)	10 trees	12 trees**
Commercial Parking (1 space / 333 S.F. of floor space)	30 (max)	20
Residential Parking	1 (min.) to 1.5 (max.)	N/A. The applicant has not proposed any residential units.
Bicycle Parking (requirement: 1 space for every 2,500 s.f. of floor area)	5 spaces	7 spaces***
Parking areas screened from ROW	Yes	Yes

* The calculated landscape percentage has been calculated by combining the proposed development with the previous project on the parcel directly south in order to ensure the entire development maintains the required minimum landscaped area.

** This is the number of trees directly adjacent to parking lot area(s).

*** Combined total for both the proposed project and the previously approved development adjacent to the south. The proposed new development includes two additional bicycle parking spaces.

Attachment 9: RASP Architectural and Site Design Criteria

Design Criteria	Meets Criteria?
TOD-H: Use landscaping and other treatments such as low fences, porches, unique paving materials, low gates, or other defining elements to clearly delineate private open space to promote a sense of ownership.	Not applicable. The proposed project does not include any private residential areas.
TOD-H: Use stamped and/or colored concrete or other decorative material to provide clearly-delineated pedestrian-friendly pathways throughout surface parking lots.	Yes. The proposed project would continue the use of pavers within the existing parking area west of the existing building to the proposed parking area and drive aisle.
TOD-H: Locate parking lot trees and landscaping either in a center median between rows of parking stalls and/or in landscaped planters placed throughout the parking lot. Planters less than three feet wide, excluding curbs and walls, are prohibited.	Yes. The proposed project includes parking lot trees placed sporadically throughout the parking area.
TOD-H: Incorporate permeable surfaces and pavers for parking lots, driveways and alleys where feasible.	Yes. The proposed project would continue the use of pavers within the existing parking area west of the existing building to the proposed parking area and drive aisle.
4.5.1: Maximize the number of units and building entries fronting the street.	Yes. The revised project plans include doorways along the west, south, and east building facades, including along Railroad Avenue, and incorporate a maximum amount of storefront transparency in order to encourage pedestrian movement.
4.5.2: Orient building and store entrances to the street with maximized storefront transparency through inclusion of windows, doors, or outdoor areas incorporated into the structure.	
4.5.3: There shall be at least 70% transparency for ground level retail uses and a minimum of 60% transparency for ground level office uses.	Yes. The proposed plans note that more than 70% of the linear footage of the building is transparent, glass wall.
4.5.4: Emphasize the primary entry of buildings (e.g. Entrance lobby) with special architectural elements.	Yes. All Entry points are proposed to include steel awnings that help define entrances, and the main entrance along

Attachment 9: RASP Architectural and Site Design Criteria

4.5.5: All building facades, including parking garages, facing public rights-of-way shall engage the pedestrian through well-articulated building facades by incorporating elements such as cornices, lintels, sills, awnings, fenestration, varied materials and colors, columns and other architectural elements and features.	the western elevation includes an extended parapet.
4.5.6: Residential buildings shall incorporate porches, stoops, and balconies to provide variation on all elevations.	Not applicable.The proposed project does not include any residential component at this time.
4.5.7: Prohibit expanses of blank wall in excess of 10-feet along any portion of a building visible from public right-of-way or a parking facility. Where this is necessary due to interior layout of the building, the structure shall contain a mural, display, window box or other decorative element to break up the massing.	Yes.The elevations of the proposed building do not contain any expanse which appears to be greater than 10 feet in length.
4.5.8: Use varied materials, forms and colors on buildings to provide visual interest to break up the massing of the structures and to provide visual interest to pedestrians.	Yes. The proposed project would include a combination of stucco, glass, metal awnings, and wood paneling.
4.5.9: Step back upper stories of buildings over three stories in height to mask building height and reduce massing on the street level.	Not applicable.The project will not exceed three stories.
4.5.10: Articulate front facades with windows, both along the ground floor and upper residential floors. Carry all exterior materials including veneer, finishes or materials utilized on the front of the structure around to all sides of the buildings.	Yes.The proposed western (front) elevation would contain fenestration to allow visibility into the storefront.

Attachment 9: RASP Architectural and Site Design Criteria

4.5.11: Incorporate outdoor stairs, railings, fences, gates, and other outdoor utilitarian elements that are decorative, painted or stained, composed of high quality materials, and architecturally compatible with the structure to which they are accessory.	Yes.The proposed project includes a proposed screen around the existing transformer at the northeast corner of the building, which would be designed to match the wood paneling on the building.
4.5.12: Incorporate variations in building elements including roof silhouettes, fenestration patterns and colors in adjoining residential units.	Not applicable.The proposed project does not include any residential component.
4.5.13: In areas classified Business Commercial, encourage the use of steel and corrugated metal as an accent material to define lintels, create awnings and enhance roof form. Wood and stucco should be used sparingly within industrial areas.	Not applicable.The area is not classified as Business Commercial.
4.5.14: All developments must provide a trash enclosure in accordance with Title 18 of the PMC. Shared trash enclosures are encouraged among adjacent uses provided that the enclosure is sized appropriately to handle the refuse and recycling needs of all uses.	Conditionally. Staff recommend a condition of approval be added that requires the property owner ensure that trash and recycling facilities are properly maintained and provide adequate storage and pickup for all businesses utilizing the enclosure
4.5.15: Locate all utilities, utility boxes or equipment underground or on the roof and screened from view.	Yes.However, the developer is proposing the equipment be screened by mechanical screens that differ from the parapet to be constructed on all the remaining three sides of the area surrounding mechanical equipment. A recommended condition of approval would require the developer continue the parapet extensions to all four sides.
4.5.16: Parking garages shall be developed as mixed-use structures with ground floor frontage along heavily utilized pedestrian pathways devoted to commercial uses.	Not applicable. The proposed project does not include any public or shared parking garage/facility.

Attachment 9: RASP Architectural and Site Design Criteria

4.5.17: Private developments in the Transit Village and Civic Center sub-areas shall include publicly accessible greenways, trails and paths for pedestrians and bicyclists in accordance with the land use and circulation plans set forth in the Specific Plan.	Conditionally. Staff recommend a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
4.5.18: Public bicycle parking lockers shall be installed on the ground floor of parking garages at a ratio of one bicycle parking locker per 50 parking spaces.	Not applicable. The proposed project does not include any public or shared parking garage/facility.
4.5.19: Utilize ecologically conscious designs that include natural light, shade, and energy efficient materials.	Yes. The proposed project utilizes significant amounts of glass and windows that would allow for natural light.
4.5.20: Projects should include sustainable site and building design elements such as improved insulation, operable windows, energy efficient lighting and appliances, solar energy sources built into the development, natural ventilation and permeable paving materials.	Conditionally. Staff recommend a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site that support modes of transportation aside from passenger vehicles.
4.5.21: The ground floor of live-work lofts shall not be used exclusively for storage of materials.	Not applicable. The proposed project does not include any live-work spaces at this time.
4.5.22: Residential developments located within 500 feet of a travel lane on State Route 4 shall have central heating, ventilation, and air conditioning (HVAC) systems with high efficiency filters. Air intake systems for the HVAC systems shall be located as far away from the roadway as possible and shall include an ongoing HVAC maintenance plan.	Not applicable. The proposed project does not include any residential component at this time.
4.5.23: All residential projects must comply with development standards and amenities applicable to all multi-family residential and senior projects set forth in Chapter 18.52, Residential Districts, of the PMC unless otherwise specified within the Specific Plan.	

Attachment 9: RASP Architectural and Site Design Criteria

4.5.24: All fences in the Transit Village, Civic Center, High School Village, Industrial/Mixed Use and Railroad Avenue Retail Corridor shall comply with the height standards for commercial and residential uses (where applicable) set forth in Chapter 18.84, Special Land Use Regulations Applicable to Specific Uses, in the PMC. Wrought iron and wood fencing is encouraged in these sub-areas. Chain-link fencing is permitted at the discretion of the City Planner, and must be vinyl clad in a dark color material with winged slats. Razor wire and barbed wire are not permitted within any of these sub-areas.	Yes. The proposed project includes a screening fence around the eastern and northern sides of an existing transformer located at the northeast corner of the proposed building.
4.5.25: All accessory structures and accessory dwelling units must comply with applicable standards set forth in Title 18 of the PMC.	Not applicable. The proposed project does not include any accessory structures and accessory dwelling units at this time.
4.5.26: Greenways, trails, and paths for pedestrians and bicyclists that are incorporated into site design and development shall not be fenced, gated or hidden by the wall of a building in such a manner to eliminate the visual connection from the street, public right-of-way, and/or buildings and the greenway, trail and/or path. Structures adjacent to greenways, trails and/or paths shall incorporate balconies and windows to overlook the paths, and all effort shall be made to allow visual connections through and along the paths.	Conditionally. Staff recommend a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.

Attachment 10: Development Review Design Guidelines

Design Review Guideline	Meets Guideline?
<i>Commercial/Industrial</i>	
Parking areas should be screened from view from any public right-of-way (beaming or hedge-type plant material). Parking areas should be broken up (landscapeislands, projections, etc.) to eliminate vast areas of parking especially along street frontages.	Yes. The parking area would be screened from view from the right-of-way along Railroad Avenue by the proposed structure.
Provisions should be made for permanent shopping cart corrals in retail shopping centers.	Not applicable. The proposed structure would not house a use which would utilize shopping carts.
Existing trees on site should be incorporated into the project side design, unless waived by the City Planner or Planning Commission.	Conditionally. The proposed project would likely require the removal of two existing trees; however, the project also proposes to plant two additional trees within the existing landscaped area to the north of the building site. A recommended condition of approval would require the developer plant two trees within the general area of the trees to be removed.
Developer should elect, at least, one of the schemes provided in Appendix #1 for screening all utility box transformers, backflow preventers, meters and junction boxes.	Yes. The proposed project includes a screening fence around the eastern and northern sides of an existing transformer located at the northeast corner of the proposed building.
Projects with many buildings (greater than three) should have a variety of building sizes and masses.	Not applicable.
Continuous horizontal roof lines should be broken up whenever possible. An expanse should not exceed 50 (fifty) feet in length unless architecture or size dictate a greater expanse.	Yes. The proposed structure contains elements which would serve to break up long, horizontal roof lines.

Attachment 10: Development Review Design Guidelines

Building entries should be designed as a focal point. They should be designed to set the theme or be the primary feature of the building or commercial center.	Yes. All entry points are proposed to include steel awnings that help define entrances, and the main entrance along the western elevation includes an extended parapet.
Building elevations (example: rear of shopping centers) visible from public right-of- ways should be addressed in design review and treated appropriately.	Yes. The proposed northern and eastern elevations would utilize significant amounts of glass and windows which would allow the interior of these buildings to be visible from the pedestrian walkways. A proposed condition of approval would require these areas maintain a 70% transparency level.
A free-standing structure within an existing commercial or industrial center should be architecturally compatible with the center, including but not limited to materials, colors and architectural elements.	Yes. The proposed project is architecturally-compatible with the existing structure to the south.
All roof mounted equipment should be screened completely from view from all public rights-of-way. A site-line study may be necessary to determine appropriate screening method.	Yes. However, the developer is proposing the equipment be screened by mechanical screens that differ from the parapet to be constructed on all the remaining three sides of the area surrounding mechanical equipment. A recommended condition of approval would require the developer continue the parapet extensions to all four sides.
All Structures, including, but not limited to, “tilt-up” type structures, should have structural reliefs and articulated entries (Encourage the creation of shadow lines).	Yes. The proposed building includes structural reliefs intended to help articulate the entry points of the building.
Exterior fire escapes, stairs and other appurtenances should be designed or treated as integral parts of the building façade.	Not applicable.
Downspouts should be designed into the façade of the building unless architecturally treated.	Yes. The proposed project plans note that all downspouts would be incorporated into the façade of the building.

Attachment 10: Development Review Design Guidelines

Add murals, lattice or some other spaceframe type treatment to blank walls visible from public view.	Not applicable.
Prototype or “theme” architecture is discouraged.	Yes. The proposed building design does not include what could be considered “theme” architecture.
New or remodeled buildings should be designed to be compatible in design, color and materials with adjacent development.	Yes. The proposed project is architecturally-compatible with the existing structure to the south.
The street-oriented elevations shall be designed so as not to present the appearance of a rear elevation (i.e., no loading doors or large blank walls, absence of architectural features found on other elevations, and limited landscaping as typically found on interior property lines).	Yes. The proposed northern and eastern elevations are considered the rear of the proposed buildings and includes structural reliefs intended to help articulate these sides of the building.
Trash enclosures should include area for collection of recyclables.	Yes. However, a proposed condition of approval would require the property owner ensure that trash and recycling facilities are properly maintained and provide adequate storage and pickup for all businesses utilizing the enclosure.
Green Building Design Guideline	Meets Guideline?
<i>Section D: Commercial / Industrial</i>	
Roofs should be designed to integrate renewable energy generation systems and provide a cool urban environment.	Conditionally. A proposed condition of approval would require the entire roofing surface behind the building parapets be painted white to create a ‘cool roof.’

Attachment 10: Development Review Design Guidelines

Roofs should host a renewable energy generation system appropriate to its natural resources (i.e. solar photovoltaic cells where there is ample sunlight, and low-profile wind energy generation turbines where wind currents are adequate). Renewable energy systems should be installed unless they are demonstrated to be cost prohibitive after considering their energy saving benefits over their lifetime.	Conditionally. A proposed condition of approval would require the entire roofing surface behind the building parapets be painted white to create a 'cool roof.'
Roofs should be covered with a cool roof underneath any energy generation structures, and either a green/living roof or cool roof for uncovered portions.	Conditionally. A proposed condition of approval would require the entire roofing surface behind the building parapets be painted white to create a 'cool roof.'
Uncovered rooftop expanses greater than 200 square feet should be designed to be strong enough to support rooftop gardens and other passive recreational uses for employees.	Not applicable. Due to the located of the project, staff has determined that a recreational rooftop is not warranted.
Urban heat island impacts may be minimized through the shading or paving material design choices. Recommended choices include renewable energy systems on carports, shade trees, underground parking, and open-grid pavement systems	Yes. The project proposal includes numerous trees which will help to reduce the heat island effect.
Outdoor parking lots with more than 20 spaces and solar access over 75% of more of its surface area should install renewable energy systems on carport structures. The builder may arrange a power-purchase agreement where the energy system is funded and owned by a third party, as a way to alleviate initial cost burden.	Not applicable. The proposed project, combined with the previously approved project to the south, include only 20 spaces, and do not propose any carport structures.

Attachment 10: Development Review Design Guidelines

Hardscapes should be constructed with permeable surfaces (e.g. pervious concrete, porous asphalt, unit pavers, and granular materials). Permeable paving consisting of porous above-ground materials, a 6- inch porous sub-base, and a base layer that is designed to ensure proper drainage away from the building and neighboring properties. Alternatively, impermeable surfaces may be used if they direct all runoff toward an appropriate permanent infiltration feature (e.g. vegetated swale, on-site rain garden, or rainwater cistern).	Yes. The existing bank of parking stalls along the western face of the existing building includes pervious pavers; the newly created parking area would be a continuation of this bank of stalls, and a recommended condition of approval would require the developer finish the proposed parking stalls with pavers to match existing.
Within parking lots, electric vehicle charging units should be made available to employees and patrons with electric vehicles. The parking spaces with charging units should be clearly marked with signs designating them for assigned employees or electric vehicle use only.	Conditionally. This item has been proposed as a recommended condition of approval.
Fuel cell technology should be considered for application where (1) space or cost prohibits non-emitting on-site generation (such as solar, wind or geothermal), AND either (2) the heat resulting from fuel combustion is utilized for water or space heating, and/or (3) the fuel cells would be used primarily during peak utility hours.	Not applicable.
Reclaimed (purple pipeline) water should be used for as much non-potable water uses as feasible and practical. Landscaping water fixtures using reclaimed water should be purple, and purple and white signage should clearly mark areas that are irrigated with reclaimed water.	Not applicable.

Attachment 10: Development Review Design Guidelines

Large commercial and institutional facilities that are anticipated to employ more than 50 employees, should consider providing on-site shops and services for those employees.	Not applicable.
Street side building faces should encourage walking. No more than 40% of a building's street side length, or 50 feet, whichever is less, should be blank walls without doors or windows. Functional entries to buildings should occur at an average of 75 feet or less along sidewalk facing walls. Additional design techniques contained in the Downtown Design Guidelines that encourage walking, should also be utilized where applicable.	Conditionally. Staff recommend a condition of approval be added that requires the developer provide funding to support the construction of a linear parkway along Railroad Avenue, adjacent to the project site.
Secure bicycle parking facilities should be provided for at least 10% of expected peak hour trips. Bicycle parking structures should complementary to the surrounding structures and may be partially obscured by vegetation or painted with a mural design that is consistent with surrounding aesthetics. Shade trees should be planted if the parking facility is located in an area not shaded by surrounding structures. They should be located in an accessible and visible space to discourage misuse.	Yes. The proposed project would include an additional three bicycle parking spaces, for a combined total of seven parking spaces between the two developments.



RECEIVED

MAR 19 2018

City of Pittsburgh
Planning Department
65 Civic Avenue, Pittsburgh, CA 94565
Phone: (925) 252-4920, Fax: (925) 252-4814

PLANNING DIVISION

DECLARATION OF APPEAL

Name: Randy BAUGH Phone No.: 916-934-0106
Address: 3941 PARK DR #20338
City: El Dorado Hills State: CA Zip: 95762
Appealed By: ☒ Applicant
☐ Interested Party (Please specify.): _____

.....
Project Name: 2108 Railroad Ave ^{commercial shell} Application No. (s): Ap-17-1274

Appealing Decision Of: ☐ City Staff
☐ Zoning Administrator
☒ Planning Commission

Date of Decision: 3-13-18

Action Being Appealed: ☐ Code/Policy Interpretation

☒ Resolution No. 10091

☐ Other _____

Specify reason(s) for appeal: (may attach additional page(s), if needed.)

project was not approved

Signature of Appellant [Signature]

FOR STAFF USE ONLY:

Resolution No(s): 10091

Deadline for Appeal: 3/23/18

Applicant Fee/Receipt No.: 005962-0085

Date Received: 3/19/18

Scheduled for: 4/16/18

Interested Party Fee/Receipt No: _____

Jordan Davis

From: [REDACTED]
Sent: Tuesday, March 6, 2018 5:39 PM
To: Jordan Davis
Subject: ap-17-1274(va,dr)

Dear Jordan

We object to this proposal because the recent strip mall that was constructed in front of Mi Pueblo uses a lot of our parking and our tenants have complained about not having enough parking for their employees and customers. Building another building with limited parking will exacerbate the situation as the proposed building customers will use more of our parking lot. The proposed new building and the recent newly constructed building is not in the current shopping centers CCRs.

Thank you for your attention.

Andy Liu
Royola Pacific





City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **PITTSBURG CITY COUNCIL** will conduct a public hearing on:

DATE: April 16, 2018
TIME: 5:30 p.m.
PLACE: City Council Chamber at City Hall
 65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Appeal of the Planning Commission's Decision to Deny Variance and Design Review Application No. 17-1274 (VA, DR).

On March 13, 2018, the Planning Commission held a public hearing and subsequently denied a planning application by Randy Baugh requesting approval for: 1) a variance from the adopted height requirements; and 2) plans to construct a 3,168-square foot, single-story commercial shell building on an 8,598-square foot parcel located at 2108 Railroad Avenue. The property is located within the Railroad Avenue Specific Plan (RASP) PD (Planned Development, Ordinance No. 09-1319) District, and has a RASP Land Use Designation of TOD-H (Transit Oriented Development, High Density). Assessor's Parcel No. 087-030-087. On March 19, 2018, the applicant filed an appeal of the Planning Commission's decision.

PROJECT PLANNER: Jordan Davis, (925) 252-4015 or jdavis@ci.pittsburg.ca.us

Why am I receiving this notice? You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified under the Pittsburg Municipal Code.

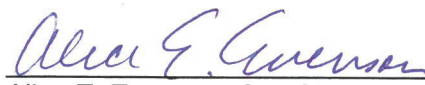
Where can I get more information about this project?

The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner listed above.

What can I do if I have comments on the project?

Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public hearing on the date and time listed above.

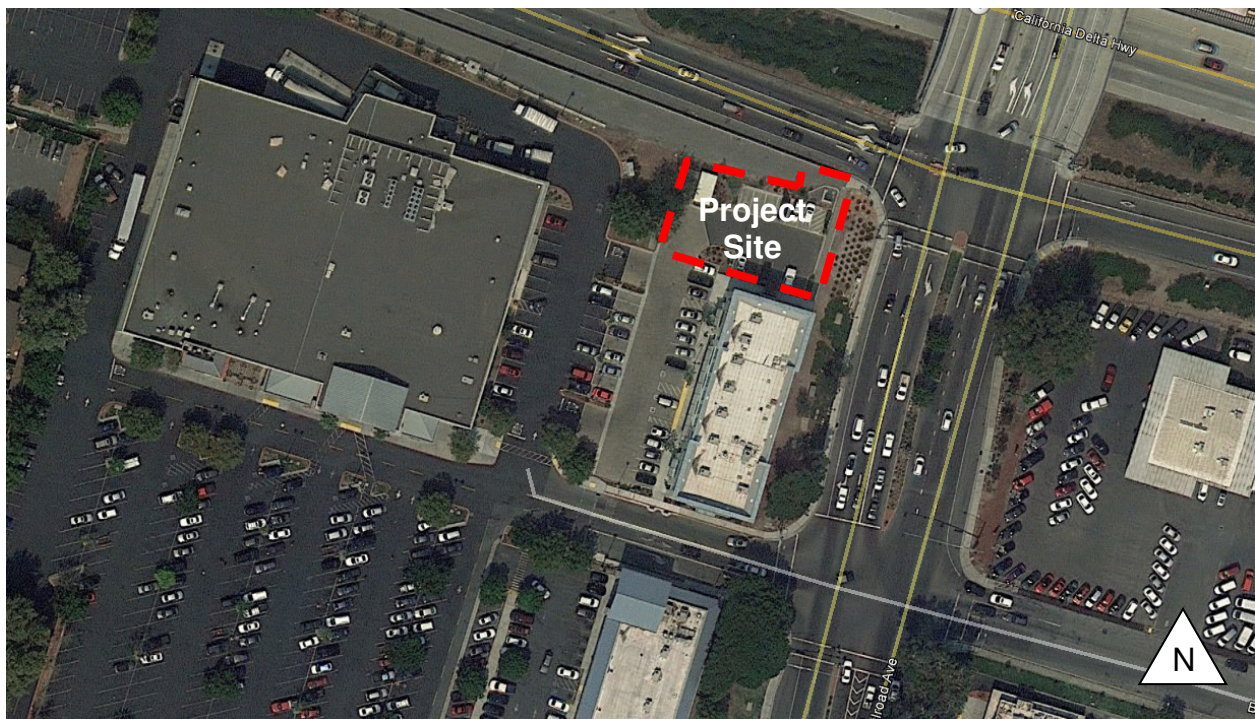
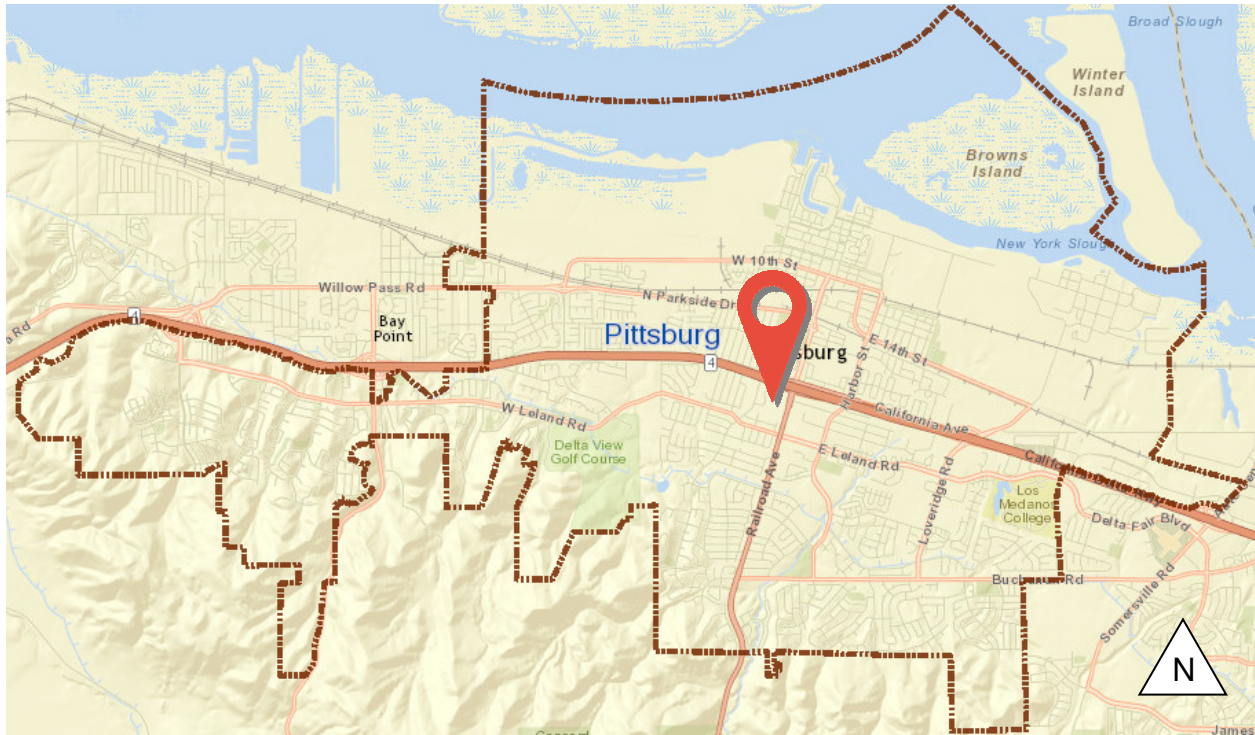
Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.


 Alice E. Evenson, City Clerk

Vicinity Map

Project Title: Commercial Shell Building, AP-17-1274 (VA, DR)

Location: 2108 Railroad Avenue, APN: 087-030-087



**CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES**

DATE: March 19, 2018

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

CALL TO ORDER

Chair Longmire called the meeting of the Housing Authority to order at 7:23 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Vice Chair Evola was absent and excused.

PUBLIC HEARING

4. Adoption of a Housing Authority Resolution Approving the Pittsburg Housing Authority Administrative Plan for 2018

Chair Longmire opened the Public Hearing. There being no one to speak to the item, Chair Longmire closed the Public Hearing.

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

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

5. Adoption of a Housing Authority Resolution Approving the Public Housing Agency Annual Plan for 2018 and Authorizing the Executive Director to Submit the Public Housing Agency Annual Plan for 2018 to the U.S. Department of Housing and Urban Development

Chair Longmire opened the Public Hearing. There being no one to speak to the item, Chair Longmire closed the Public Hearing.

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

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

COMBINED HOUSING AUTHORITY, CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY AND CONSENT CALENDAR

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

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

6. Minutes of February 20, 2018
7. Disbursement List of February 28, 2018
8. Adoption of a Housing Authority Minute Order Approving an Annual Report Pursuant to SB 341
9. Adoption of a Housing Authority Resolution Adopting the Pittsburg Housing Authority 2018 Utility Allowances
10. Adoption of City Council and Agency Resolutions to Authorize Necessary Budget Adjustments Based on Year-End Projections

ADJOURNMENT

The Housing Authority was adjourned at 7:29 P.M. to April 16, 2018.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURG HOUSING AUTHORITY
Disbursement List Summary
For the month of March 2018

VOUCHERS	Ck#	Amount	HAP ₁	VASH ₁	UR ₃	Portability	Admin. Fee	TOTAL
	147178 -147292 30118001- 30118500	1,380,152.15	1,128,425.78	153,014.00	7,497.73	85,478.00	5,736.64	1,380,152.15
								-
								-
	147293 - 147297 31518001 - 31518024	10,221.87	6,842.09	1,695.00	180.10	1,363.00	141.68	10,221.87
								-
								-
	TOTAL	1,390,374.02	1,135,267.87	154,709.00	7,677.83	86,841.00	5,878.32	\$ 1,390,374.02

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

	Amount	Description	TOTAL
Paid to City of Pittsburg (3/18 Operating Expenses)	\$ 36,080.59	Full Time salaries	\$ 36,080.59
	\$ -	Stipend	-
	-	Part Time salaries	-
	-	Overtime salaries	-
	2,692.76	Retirement	2,692.76
	8,219.67	Retirement-Pension bonds	8,219.67
	8,792.68	Health Insurance	8,792.68
	-	CalPERS Unfunded Liability - Non Sworn	-
	117.24	Life Insurance	117.24
	922.16	Dental Insurance	922.16
	2,238.37	Workers Comp	2,238.37
	240.36	Unemployment Insurance	240.36
	141.49	Disability Ins.	141.49
	2,727.90	FICA	2,727.90
	665.00	Deferred Compensation	665.00
	842.08	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	842.08
	3,543.67	Retiree OPEB Costs	3,543.67
	640.29	Office Supplies	640.29
	-	Computer Software	-
	-	Textbooks	-
	1,248.50	Postage	1,248.50
	-	Misc Equip & Furniture < \$5,000	-
	-	Other Special Departmental Supplies	-
	951.24	Utilities (Gas, Electric & Water)	951.24
	581.30	Telephone - Regular	581.30
	53.26	Telephone - Other	53.26
	-	Membership Dues & Subscriptions	-
	431.54	Travel, Training, & Conference	431.54
	1,652.75	Insurance - Alloc Chgs	1,652.75
	-	Legal Fees	-
	-	Auditing Expense	-
	-	Settlement Hearing	-
	6,632.32	Other Contractual & Professional Service	6,632.32
	131.40	Advertising & Promotion	131.40
	5,311.95	Maintenance Agreements	5,311.95
	337.20	Maintenance & Repairs	337.20
	139.65	Equipment Rental	139.65
	2,375.00	Building Rental	2,375.00
	545.50	Fleet Maintenance Alloc Chgs	545.50
	1,289.17	Building Maintenance Alloc Chgs	1,289.17
	2,201.58	Information Systems Alloc Chgs	2,201.58
	-	Bad Debt Expense	-
	4,551.75	Admin overhead paid to city	4,551.75
	-	Legal - Non Retainer/Non Reimbursable	-
	-	Capital Equipment & Furniture	-
	-	Other Special Departmental Supplies - Rental	-
	164.00	Utilities (Gas, Electric, & Water) - Rental	164.00
	-	Advertising & Promotion - Rental	-
	-	Other Contractual & Professional Service - Rental	-
	464.21	Maintenance & Repairs - Rental	464.21
	-	Property Tax payment - Rental	-
	205.66	Other fees - Rental	205.66
	-	Lighting & Landscape Assessment - Rental	-
	-	CCCERA Interfund Loan Payback	-
	1,410.67	Transfer-Out to OPEB (Unfunded Liabilities)	1,410.67
TOTAL	98,542.91		98,542.91

VOIDED CHECKS & ADJUSTMENTS	Ck#	Amount	Reason	TOTAL
				-
				-
				-
				-
				-
	TOTAL	-		\$ -

NET of Issued and Voided \$ 1,488,916.93

Lane
Mandy 4/4/18

Check Summary

March 1, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 147178	3/1/18	*****2494	Amana K Cornish	59.00
147180	3/1/18	*****6117	Athena A Ruiz	105.00
147181	3/1/18	*****0898	Burhan Nawabi	59.00
147182	3/1/18	*****6193	Chanel J Brown	96.00
147183	3/1/18	*****3976	Darren M Thompson	19.00
147184	3/1/18	*****2940	Donnette L Terrell	36.00
147185	3/1/18	*****0037	Eboni R Booth	122.00
147186	3/1/18	*****1073	Ebony M Kennedy	19.00
147187	3/1/18	*****7375	Johnnie B Hayes	9.00
147188	3/1/18	*****6519	Krystal M Williams	82.00
147189	3/1/18	*****7253	Laneava S Blanks	57.00
147190	3/1/18	*****4829	Lashaunta J Wilson	59.00
147191	3/1/18	*****6488	Luz S Edington	150.00
147192	3/1/18	*****6385	Marcia Price	85.00
147193	3/1/18	*****1661	Marion E Davis	10.00
147194	3/1/18	*****5133	Mary P Grigsby	20.00
147195	3/1/18	*****2866	Monique D Rollins	158.00
147196	3/1/18	*****9905	Nakisha Fountain	49.00
147197	3/1/18	*****3829	Nicole N Hodge	68.00
147198	3/1/18	*****8665	Nieza M Burrus	145.00
147199	3/1/18	*****4119	Pashenia D Sanders	165.00
147200	3/1/18	*****7218	Rayna Madison	143.00
147201	3/1/18	*****7128	Rolinna M Williams	9.00
147202	3/1/18	*****6935	Samaiyah A Warren	138.00
147203	3/1/18	*****1512	Shawn A Prince	9.00
147204	3/1/18	*****3058	Sherlina R Reed	75.00
147205	3/1/18	*****3542	Starr C Bronson	14.00
147207	3/1/18	*****5605	Tomicka M Brumfield	66.00
147208	3/1/18	*****4760	Totiona B Richardson	5.00
147209	3/1/18	*****8651	Zaoxin Rong	2,167.00
147211	3/1/18	*****2890	Raquel E Miller	36.00
147212	3/1/18	*****0864	Rochelle Scurlock	88.00
147213	3/1/18	*****8623	Kimberly A Limas	132.00
147214	3/1/18	*****7724	Carla R Fortenberry	5.00

147215	3/1/18	*****4208	Ono c Rothschild	264.00
147216	3/1/18	*****8819	Norma J George	2.00
147217	3/1/18	*****2184	Evelyn Smith	41.00
147218	3/1/18	*****8612	Regina D Tucker	77.00
147219	3/1/18	*****8889	Rosemarie Fagundes	36.00
147220	3/1/18	*****5753	Kevin j Hernandez	228.00
147221	3/1/18	*****6015	Sherron A Camp	158.00
147222	3/1/18	*****2405	Christina M Torres-Turner	179.00
147223	3/1/18	*****0841	Mona Lisa Jones	92.00
147224	3/1/18	*****3256	Melanie M Brooks	19.00
147225	3/1/18	*****5492	Michelle m Williams	58.00
147226	3/1/18	*****0046	Letta D Christian	27.00
147227	3/1/18	*****7135	Michele N Nichols	55.00
147228	3/1/18	*****2879	Tieshia S Jones	165.00
147229	3/1/18	*****5626	Lashawn P Fields	74.00
147230	3/1/18	*****4702	Tracey S Russell	19.00
147231	3/1/18	*****4331	Mildred L Edwards	151.00
147232	3/1/18	*****4559	Julie A Young	51.00
147233	3/1/18	*****0248	Abdul A Wardak	62.00
147234	3/1/18	*****3181	Shirley J Strausbaugh	1.00
147235	3/1/18	*****1715	Chantal L Bolden	0.00
147236	3/1/18	*****1015	Jessica D Parker	172.00
147237	3/1/18	*****2695	Monique Thompson	32.00
147238	3/1/18	*****1686	Jasmine J Jackson	46.00
147239	3/1/18	*****5298	Gloria F Nelson	19.00
147240	3/1/18	*****0903	Virgie r Gray	69.00
147241	3/1/18	*****6507	Melissa R Griffin	19.00
147242	3/1/18	*****3869	Charlene M Best	95.00
147243	3/1/18	*****1062	Lateefah S Camacho	215.00
147244	3/1/18	*****4721	Ebony N Manning	66.00
147245	3/1/18	*****2217	Camille A Lascano	177.00
147246	3/1/18	*****9229	Sonia M Guevara	268.00
147247	3/1/18	*****8078	Lisa E Gordon	17.00
147248	3/1/18	*****2808	Ramona P Jimenez	150.00
147249	3/1/18	*****2489	Jessica M Raygoza	74.00
147250	3/1/18	*****5288	Nicole m Magnus	19.00
147252	3/1/18	*****3065	Amber S Beshears	11.00
147253	3/1/18	*****1606	Tamika Brown	39.00
147254	3/1/18	*****5083	Crystal j Houston	195.00
147255	3/1/18	*****1696	Angela M Lenzi	29.00
147256	3/1/18	*****3183	Sonja I Campos	40.00

147257	3/1/18	*****2060	Venus L Phillips		19.00
147258	3/1/18	*****5072	Chawnette D Sneed		46.00
147259	3/1/18	*****8818	Lisa n Macpheators		134.00
147260	3/1/18	*****3882	JohnElla Mayo		38.00
147261	3/1/18	*****3277	Stacie J Hogan		8.00
147262	3/1/18	*****3349	Iris S Randall		46.00
147263	3/1/18	*****0840	Dalisha L Bernstine		101.00
147264	3/1/18	*****6953	Nathan Banks JR		26.00
147265	3/1/18	*****1238	Ramonda A Carlos		76.00
147266	3/1/18	*****6995	Graciela Arroyo		63.00
147267	3/1/18	*****0195	Shanoria s Sasser		87.00
147268	3/1/18	*****7390	Masuda Nawabi		36.00
147269	3/1/18	*****1951	Vinisha D Thornton		214.00
147270	3/1/18	*****0849	Briana I Edwards		6.00
147271	3/1/18	*****7822	Daudi K Edmond		41.00
147272	3/1/18	*****5758	Monique c Chaves		96.00
147273	3/1/18	*****1164	Michelle M Balestrieri		155.00
147274	3/1/18	*****6095	Leilani S Gomez		48.00
147275	3/1/18	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management		2,000.00
147276	3/1/18	*****9326	Western Addition Apartments, LLC		1,506.00
147277	3/1/18	*****8574	Alamo Square Apartments LLC		2,161.00
147278	3/1/18	*****9810	Housing Authority of the County of Alameda		1,207.58
147279	3/1/18	*****0339	Shanda Arnold		1,803.00
147281	3/1/18	*****0348	Hartz Property Management		1,384.00
147282	3/1/18	*****3423	Sally Lea Hickman		1,458.00
147283	3/1/18	*****1057	Diamond Hillside Apartments		1,093.00
147284	3/1/18	*****0978	King County Housing Authority		1,414.58
147285	3/1/18	*****6908	Haiyan Lan		2,337.00
147286	3/1/18	*****3848	Leticia Carasi Malasig		453.00
147287	3/1/18	*****3124	Dante McDonald		1,012.00
147288	3/1/18	*****2593	Ba Nguyen Thu Thi Ngo		2,566.00
147289	3/1/18	*****9182	Lorene Paysinger		1,793.00
147290	3/1/18	*****7243	Linda Phon		932.00
147291	3/1/18	*****1385	Ramona Apartment Investors LLC		1,000.00
147292	3/1/18	*****4614	Vincenzo Signorino		1,353.00
* 30118001	3/1/18	*****2626	9th Street Associates, LP	DD - ES	2,419.00
30118002	3/1/18	*****0229	Meerwais Abdiani	DD - ES	877.00
30118003	3/1/18	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	1,853.00

30118004	3/1/18	*****6232	Rosario Aguilar	DD - ES	828.00
30118005	3/1/18	*****5759	Rosa Aguirre	DD - ES	2,480.00
30118006	3/1/18	*****9530	Demetrius Alexander	DD - ES	1,610.00
30118007	3/1/18	*****2539	Ida Alfaro	DD - ES	572.00
30118008	3/1/18	*****3510	Altisource Residential Corporation	DD - ES	1,023.00
30118009	3/1/18	*****9681	Dale Alvarez	DD - ES	1,127.00
30118011	3/1/18	*****0104	Cecilia Anderson	DD - ES	2,279.00
30118012	3/1/18	*****0387	James or Brenda Anderson	DD - ES	3,175.00
30118013	3/1/18	*****5255	Linda S Anderson	DD - ES	2,689.00
30118014	3/1/18	*****9111	Shawn Anderson	DD - ES	1,294.00
30118015	3/1/18	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,747.00
30118016	3/1/18	*****0707	Sergeant or Sima Austin	DD - ES	1,950.00
30118017	3/1/18	*****3967	Ajay Banga	DD - ES	3,119.00
30118018	3/1/18	*****2764	Mel L. Banagan	DD - ES	1,338.00
30118019	3/1/18	*****4138	Carlos G. Barraza	DD - ES	831.00
30118020	3/1/18	*****3909	Ken Bartlett	DD - ES	3,369.00
30118021	3/1/18	*****7446	Bay Burg Property, LLC	DD - ES	1,031.00
30118022	3/1/18	*****5979	John Bedford	DD - ES	322.00
30118023	3/1/18	*****9093	Holly Beech	DD - ES	3,911.00
30118025	3/1/18	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,666.00
30118026	3/1/18	*****2521	Belmont Apartments	DD - ES	17,881.00
30118027	3/1/18	*****2521	Belmont Apartments	DD - ES	19,386.00
30118028	3/1/18	*****2521	Belmont Apartments	DD - ES	20,292.00
30118029	3/1/18	*****2521	Belmont Apartments	DD - ES	19,119.00
30118030	3/1/18	*****2521	Belmont Apartments	DD - ES	1,715.00
30118031	3/1/18	*****5996	Alex Benjamen	DD - ES	1,490.00
30118032	3/1/18	*****7889	Tennyson Berry	DD - ES	2,600.00
30118033	3/1/18	*****8634	Bethel Global Development LLC	DD - ES	1,339.00
30118034	3/1/18	*****7075	Som N Bhatia	DD - ES	1,315.00
30118035	3/1/18	*****0602	Pinakin Bhatt	DD - ES	2,103.00
30118036	3/1/18	*****8470	Joseph B. Bachir	DD - ES	777.00
30118037	3/1/18	*****3895	Anthony L. Blackburn	DD - ES	1,425.00
30118038	3/1/18	*****3502	Black Diamond Management	DD - ES	1,192.00
30118039	3/1/18	*****7357	Shanxia Yang Bolton	DD - ES	554.00
30118040	3/1/18	*****5924	Steven Booras	DD - ES	1,519.00
30118041	3/1/18	*****3037	Kelly Ann Bradford	DD - ES	1,545.00
30118042	3/1/18	*****3015	Michael Brady	DD - ES	334.00
30118043	3/1/18	*****5829	Brian Carter	DD - ES	1,199.00
30118044	3/1/18	*****6215	Janet Brown	DD - ES	836.00

30118045	3/1/18	*****7469	Jessica G. or Sean Brophy	DD - ES	1,188.00
30118046	3/1/18	*****9783	Lauren H Brown	DD - ES	1,082.00
30118047	3/1/18	*****9954	Blue Sapphire Homes, Inc.	DD - ES	2,171.00
30118048	3/1/18	*****2142	Huong T. Bui	DD - ES	3,071.00
30118049	3/1/18	*****3080	Vu Manh Bui	DD - ES	1,422.00
30118050	3/1/18	*****3187	Burga Family California Trust	DD - ES	1,952.00
30118053	3/1/18	*****3026	Jerome Busby	DD - ES	1,868.00
30118054	3/1/18	*****7349	Xuelong Cao	DD - ES	786.00
30118056	3/1/18	*****4042	Donnell I. Carson	DD - ES	1,810.00
30118057	3/1/18	*****5079	Castle Creek Company, Inc.	DD - ES	1,377.00
			Trust Account		
30118058	3/1/18	*****6869	Cora Ann Chambers	DD - ES	1,542.00
30118059	3/1/18	*****6228	Gayle Chamberlain	DD - ES	858.00
30118060	3/1/18	*****0398	Kan Chuen Chan	DD - ES	2,020.00
30118061	3/1/18	*****5571	P. M. Chaobal	DD - ES	2,600.00
30118062	3/1/18	*****1853	Hong Chen	DD - ES	4,596.00
30118063	3/1/18	*****8946	Jienlin Chen	DD - ES	2,256.00
30118064	3/1/18	*****6735	Li Ying Chen	DD - ES	1,517.00
30118065	3/1/18	*****0128	Ping Chen	DD - ES	1,940.00
30118066	3/1/18	*****2680	Sherry Chen	DD - ES	861.00
30118067	3/1/18	*****4714	Wenhua Chen	DD - ES	2,382.00
30118068	3/1/18	*****5473	Hwa-Yoong Chiu	DD - ES	1,713.00
30118069	3/1/18	*****3211	Ada Choi	DD - ES	1,851.00
30118070	3/1/18	*****2454	Chun Ok Choi	DD - ES	1,149.00
30118071	3/1/18	*****0310	City of Pittsburg Housing Authority	DD - ES	4,325.00
30118072	3/1/18	*****3591	Juan F. Clara	DD - ES	1,257.00
30118073	3/1/18	*****7054	Ping Cao	DD - ES	1,217.00
30118074	3/1/18	*****1362	College Park Housing Authority	DD - ES	1,140.58
30118075	3/1/18	*****9873	Angel Contreras	DD - ES	2,652.00
30118076	3/1/18	*****8060	Betty Conner	DD - ES	1,141.00
30118077	3/1/18	*****3394	Kim Cortesi	DD - ES	1,489.00
30118086	3/1/18	*****7194	Maria G. Costa	DD - ES	663.00
30118087	3/1/18	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	1,806.00
30118088	3/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	20,553.00
30118089	3/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	23,006.00
30118090	3/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	22,345.00
30118091	3/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	2,175.00

30118092	3/1/18	*****6569	Jeannette D. Crespo	DD - ES	2,351.00
30118093	3/1/18	*****4259	Junie Varela Crosby	DD - ES	992.00
30118094	3/1/18	*****7900	Patricia Crosby	DD - ES	1,422.00
30118095	3/1/18	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	1,502.00
30118096	3/1/18	*****2942	Mary F Dahlquist	DD - ES	2,542.00
30118097	3/1/18	*****6248	Justin Dailey	DD - ES	1,448.00
30118098	3/1/18	*****1622	Dam Quang To	DD - ES	714.00
30118099	3/1/18	*****8853	Antoinette Davis	DD - ES	1,233.00
30118100	3/1/18	*****2963	Audrey Davis	DD - ES	956.00
30118101	3/1/18	*****0396	Kesha E. Davis	DD - ES	1,257.00
30118102	3/1/18	*****8929	Kevin Davidson	DD - ES	847.00
30118103	3/1/18	*****4961	Paulette Davis	DD - ES	1,319.00
30118104	3/1/18	*****6115	Roshan M. Davis	DD - ES	1,415.00
30118105	3/1/18	*****9068	Jagdeep or Shashi Dayal	DD - ES	3,706.00
30118106	3/1/18	*****8370	Charles Dellamore	DD - ES	1,644.00
30118107	3/1/18	*****5882	David De La Torre	DD - ES	1,234.00
30118109	3/1/18	*****1004	Brigitte P. Doan	DD - ES	7,035.00
30118110	3/1/18	*****3531	Anna Phuongnam Thi Do	DD - ES	2,050.00
30118111	3/1/18	*****9716	JoAnn or Larry Domina	DD - ES	1,141.00
30118112	3/1/18	*****5043	Alex Dongallo	DD - ES	1,055.00
30118113	3/1/18	*****6538	Linda Duong	DD - ES	607.00
30118114	3/1/18	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	6,763.00
30118115	3/1/18	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	1,336.00
30118116	3/1/18	*****3757	Alma B Espiritu	DD - ES	1,711.00
30118117	3/1/18	*****6095	Rosario Espejo	DD - ES	1,380.00
30118118	3/1/18	*****0484	Pedro Amaya Estrada	DD - ES	672.00
30118119	3/1/18	*****6027	Jianxin Fang Jia Liu	DD - ES	4,060.00
30118120	3/1/18	*****3835	Michael Mao C/O Jing Feng	DD - ES	2,543.00
30118121	3/1/18	*****8236	Anthony Ferrell	DD - ES	1,708.00
30118122	3/1/18	*****2790	Barbara J. Fierner	DD - ES	1,097.00
30118123	3/1/18	*****9447	Joseph Field	DD - ES	1,096.00
30118124	3/1/18	*****7691	Hernan Roberto Figueroa	DD - ES	1,146.00
30118125	3/1/18	*****0962	Tochia D. Brewster Fleeton	DD - ES	939.00
30118126	3/1/18	*****5773	Alexander Flowers	DD - ES	1,484.00
30118127	3/1/18	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	1,262.58
30118128	3/1/18	*****4032	Fox Creek Apartments	DD - ES	20,862.00
30118129	3/1/18	*****4032	Fox Creek Apartments	DD - ES	10,480.00

30118130	3/1/18	*****0284	Monica Fraga	DD - ES	1,688.00
30118131	3/1/18	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	1,782.00
30118132	3/1/18	*****6265	Mr. Darren Fuller	DD - ES	1,388.00
30118133	3/1/18	*****8997	Fan Fuller	DD - ES	1,004.00
30118134	3/1/18	*****9634	Gialene Gaines	DD - ES	1,450.00
30118135	3/1/18	*****8306	Bao Wen Gao	DD - ES	1,967.00
30118136	3/1/18	*****6981	Adraine Gardner	DD - ES	1,581.00
30118137	3/1/18	*****4278	Antoinette L Garcia	DD - ES	1,226.00
30118138	3/1/18	*****7036	David Gardner	DD - ES	3,079.00
30118139	3/1/18	*****0785	Rupesh Garg Samantha Garg	DD - ES	2,224.00
30118140	3/1/18	*****3578	Valerie Gardner	DD - ES	1,623.00
30118141	3/1/18	*****2931	William H. Gardiner	DD - ES	2,115.00
30118142	3/1/18	*****5111	Gateway Apartments	DD - ES	5,420.00
30118143	3/1/18	*****5298	Parvindokht Ghaboulidashti	DD - ES	840.00
30118144	3/1/18	*****2770	Eva Gholson	DD - ES	2,846.00
30118145	3/1/18	*****1145	Vernon or Eva Gholson	DD - ES	2,321.00
30118146	3/1/18	*****5958	Jacqueline Gill	DD - ES	971.00
30118147	3/1/18	*****8187	Sukpran Gill	DD - ES	1,361.00
30118148	3/1/18	*****3032	Jesse Gonzaga	DD - ES	887.00
30118149	3/1/18	*****2367	Ting Gong	DD - ES	2,094.00
30118150	3/1/18	*****6940	Frances Greene	DD - ES	2,800.00
30118151	3/1/18	*****4872	Rodney Green	DD - ES	1,205.00
30118152	3/1/18	*****3361	Rupinder Grewal	DD - ES	1,213.00
30118153	3/1/18	*****7325	Patricia Gridley	DD - ES	835.00
30118154	3/1/18	*****6305	Italo Grossi	DD - ES	1,572.00
30118155	3/1/18	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	1,287.00
30118156	3/1/18	*****0940	Krystle Guan	DD - ES	5,691.00
30118157	3/1/18	*****1575	Bob Gunson Real Estate C/O Julie Hang	DD - ES	1,321.00
30118158	3/1/18	*****5267	Abhilash Gupta	DD - ES	5,262.00
30118159	3/1/18	*****7930	Donald R. Watson, Sr.	DD - ES	610.00
30118160	3/1/18	*****2314	Nicole Hackett	DD - ES	1,401.00
30118161	3/1/18	*****6176	Asharfun Nisha Hafiz	DD - ES	1,212.00
30118162	3/1/18	*****0457	Jeffrey Paul Hagler	DD - ES	1,311.00
30118163	3/1/18	*****9827	Delores Jane Hall	DD - ES	1,371.00
30118164	3/1/18	*****1769	Lawrence Harrold	DD - ES	4,638.00
30118165	3/1/18	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	3,305.00
30118166	3/1/18	*****5859	Chuanhu He	DD - ES	1,669.00
30118167	3/1/18	*****6728	David T. Hennigan	DD - ES	6,135.00
30118168	3/1/18	*****3097	Silvester C. Henderson	DD - ES	3,061.00

30118169	3/1/18	*****5221	Anna Hernandez	DD - ES	2,350.00
30118170	3/1/18	*****2157	Elias Herrera	DD - ES	1,778.00
30118171	3/1/18	*****7408	Serene Herrmann	DD - ES	923.00
30118172	3/1/18	*****1603	Marva Hill	DD - ES	423.00
30118173	3/1/18	*****6255	Carl E. Hoard II	DD - ES	1,651.00
30118174	3/1/18	*****7386	Hanh Huu Hoang	DD - ES	2,193.00
30118175	3/1/18	*****5654	Havy S Hoag	DD - ES	2,562.00
30118176	3/1/18	*****4106	Albert Ho	DD - ES	1,797.00
30118177	3/1/18	*****2084	Annie Ho	DD - ES	1,307.00
			The Annie Ho Living Trust		
30118178	3/1/18	*****0051	Dan Ho	DD - ES	2,255.00
30118179	3/1/18	*****8576	Joyce Ann Hoffman	DD - ES	1,304.00
30118180	3/1/18	*****7451	Gloria H. Holbrook	DD - ES	1,950.00
30118181	3/1/18	*****4543	Ronald G. Holmes	DD - ES	1,267.00
30118182	3/1/18	*****5700	Tony Ho	DD - ES	1,322.00
30118183	3/1/18	*****3787	Howard County Housing Commission	DD - ES	1,182.58
30118184	3/1/18	*****1535	Fanny Kao Huang	DD - ES	2,301.00
30118185	3/1/18	*****8816	Ming Zin Huang	DD - ES	2,484.00
30118186	3/1/18	*****7984	Tao Huang	DD - ES	8,655.00
30118187	3/1/18	*****7179	Ya Jing Huang	DD - ES	2,386.00
30118188	3/1/18	*****9084	Nancy Xiu Zhen Hu	DD - ES	1,986.00
30118189	3/1/18	*****6229	Thinh Trieu Huynh	DD - ES	1,720.00
30118190	3/1/18	*****0778	IGreen House Inc.	DD - ES	1,069.00
30118191	3/1/18	*****8007	2015-1 IH2 Borrower LP	DD - ES	1,039.00
30118192	3/1/18	*****4320	IH2 Property West, L.P.	DD - ES	1,430.00
30118193	3/1/18	*****7951	IH5 Property West LP	DD - ES	2,400.00
30118194	3/1/18	*****7013	Eugene G. Imperato	DD - ES	1,480.00
30118195	3/1/18	*****2726	IH4 Property West LP	DD - ES	2,050.00
30118196	3/1/18	*****8323	Keyee Investment LLC	DD - ES	268.00
30118197	3/1/18	*****1017	LaShon D Irving	DD - ES	2,172.00
30118198	3/1/18	*****0911	Mario Isidro	DD - ES	1,735.00
30118199	3/1/18	*****6821	Michael or Kay Isola	DD - ES	1,228.00
30118200	3/1/18	*****2036	Brandi Jackson	DD - ES	2,054.00
			C/O Perry Realty Team		
30118201	3/1/18	*****4910	Sameer Jain	DD - ES	1,986.00
30118202	3/1/18	*****3307	Vishal S. Jain	DD - ES	1,503.00
30118203	3/1/18	*****1349	Jason Le	DD - ES	2,251.00
30118204	3/1/18	*****6917	Jian Xing Zhang	DD - ES	1,464.00
30118205	3/1/18	*****0833	Alonzo D. Johnson	DD - ES	946.00
30118206	3/1/18	*****5506	Jason K. Johnson	DD - ES	3,010.00
30118207	3/1/18	*****8569	Ronita Johnson	DD - ES	1,195.00

30118208	3/1/18	*****8867	James Jones	DD - ES	1,941.00
30118209	3/1/18	*****2434	Sharon Jones	DD - ES	1,709.00
30118210	3/1/18	*****9670	Cheryl D Joseph	DD - ES	2,142.00
30118211	3/1/18	*****4905	Mostaeen B Jouya	DD - ES	2,134.00
30118212	3/1/18	*****3526	JPH Investment Trust	DD - ES	2,459.00
30118213	3/1/18	*****5704	Jaynee Walton Separate Property Trust	DD - ES	1,479.00
30118214	3/1/18	*****5647	Om Parkash Kalra	DD - ES	3,316.00
30118215	3/1/18	*****8425	Wei Kang	DD - ES	4,369.00
30118216	3/1/18	*****1731	Deepinder Kaur	DD - ES	2,355.00
30118217	3/1/18	*****7429	Navkirandeep Kaur	DD - ES	1,208.00
30118218	3/1/18	*****6180	K. E. M. Group LLC	DD - ES	1,936.00
30118219	3/1/18	*****9411	Anthony Keslinke	DD - ES	2,087.00
30118220	3/1/18	*****2578	Faraz Ali Khan	DD - ES	1,677.00
30118221	3/1/18	*****0839	Alan T. Kilpatrick	DD - ES	1,018.00
30118222	3/1/18	*****5113	Michelle King	DD - ES	1,755.00
30118223	3/1/18	*****0888	KW Kirker Creek, LLC	DD - ES	2,898.00
30118224	3/1/18	*****7475	Qi Yun Kuang	DD - ES	4,036.00
30118225	3/1/18	*****8506	Simon Kailiang Kuang	DD - ES	1,432.00
30118226	3/1/18	*****9316	Zdzislaw Kujawa	DD - ES	1,607.00
30118227	3/1/18	*****2585	Daniel Kwan	DD - ES	2,740.00
30118228	3/1/18	*****6229	Simon Chuen-Sang Kwong	DD - ES	1,470.00
30118229	3/1/18	*****8326	Thomas LaFleur	DD - ES	1,871.00
30118230	3/1/18	*****7845	Chow Kang Lam	DD - ES	2,023.00
30118231	3/1/18	*****6520	Shirley Manly-Lampkin	DD - ES	1,036.00
30118232	3/1/18	*****6102	Maria Lara	DD - ES	1,608.00
30118233	3/1/18	*****7975	Peter C. Larsen	DD - ES	941.00
30118234	3/1/18	*****2401	Kevin Lassair	DD - ES	964.51
30118235	3/1/18	*****4732	Latif, LLC	DD - ES	2,815.00
30118236	3/1/18	*****0938	Ingrid Lau	DD - ES	1,526.00
30118237	3/1/18	*****8224	Kai Man Lau	DD - ES	1,516.00
30118238	3/1/18	*****9373	Delphia M. or Clarence Lawson	DD - ES	1,093.00
30118239	3/1/18	*****6826	Living Trust of Geroge Van & Fannie Mae Laswon C/O Nicole C. Nicholson - Trustee	DD - ES	518.00
30118240	3/1/18	*****2293	LCSTAR, LLC	DD - ES	5,755.00
30118241	3/1/18	*****0984	Dao Tran Le	DD - ES	1,246.00
30118242	3/1/18	*****8548	Jack Wai Lee	DD - ES	1,862.00
30118243	3/1/18	*****1755	Siu Wan Windytiti Lee	DD - ES	1,521.00
30118244	3/1/18	*****2527	Steven Lee	DD - ES	1,125.00
30118245	3/1/18	*****5289	Yuhjen Juang Lee	DD - ES	1,717.00
30118246	3/1/18	*****1860	Lena Le	DD - ES	838.00
30118247	3/1/18	*****9382	Luigi Leoncio, LLC	DD - ES	1,654.00

30118248	3/1/18	*****3782	Joseph C. Lerma	DD - ES	943.00
30118249	3/1/18	*****3555	Yiping I. and Frederic Leroudier	DD - ES	2,955.00
30118250	3/1/18	*****3410	John M. Leung	DD - ES	5,603.00
30118251	3/1/18	*****3743	May Leung or Rodney Chen	DD - ES	3,241.00
30118252	3/1/18	*****2110	Peter Leung	DD - ES	2,153.00
30118253	3/1/18	*****5185	Fortunee Lichaa	DD - ES	1,505.00
30118254	3/1/18	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	280.00
30118255	3/1/18	*****0416	Faqiang Li	DD - ES	1,260.00
30118256	3/1/18	*****8871	Jie Li	DD - ES	1,297.00
30118257	3/1/18	*****7827	Jinhuan Li	DD - ES	1,542.00
30118258	3/1/18	*****5495	Jian S Lin	DD - ES	1,474.00
30118259	3/1/18	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	993.00
30118260	3/1/18	*****6076	Chingyao J Liu Wei Chen	DD - ES	1,184.00
30118261	3/1/18	*****3881	Vivian Y Li	DD - ES	1,642.00
30118262	3/1/18	*****1547	Paul Livson	DD - ES	1,524.00
30118263	3/1/18	*****0050	Wei Min Li	DD - ES	1,484.00
30118264	3/1/18	*****9003	Ying Hong Li	DD - ES	1,665.00
30118265	3/1/18	*****0198	Belkis Zhong Li	DD - ES	2,224.00
30118266	3/1/18	*****1646	Paul Long	DD - ES	2,497.00
30118267	3/1/18	*****1474	Los Medanos Village Apartments	DD - ES	22,874.00
30118268	3/1/18	*****7531	Tony or Yvonne Louie	DD - ES	1,400.00
30118269	3/1/18	*****1790	Valerie Love	DD - ES	994.00
30118270	3/1/18	*****5602	Marshall & Sonya Lowe	DD - ES	1,112.00
30118271	3/1/18	*****0153	Ariston Laurito Loyola	DD - ES	824.00
30118272	3/1/18	*****7720	Jose Loza	DD - ES	710.00
30118273	3/1/18	*****2354	Andrew Kin Lui	DD - ES	3,256.00
30118274	3/1/18	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	1,544.00
30118275	3/1/18	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	1,372.00
30118276	3/1/18	*****1821	Curtis H. Lundberg	DD - ES	550.00
30118277	3/1/18	*****1596	Kenneth Luong	DD - ES	1,595.00
30118278	3/1/18	*****1494	Xiangwen Lu	DD - ES	1,437.00
30118279	3/1/18	*****5430	Kiet A. Ly	DD - ES	1,767.00
30118280	3/1/18	*****4009	Yolanda McDonald	DD - ES	1,243.00
30118281	3/1/18	*****5865	Rakesh Madra	DD - ES	4,186.00
30118282	3/1/18	*****5605	Robert Madson Lisa Swafford	DD - ES	1,843.00
30118283	3/1/18	*****2191	Radha Mahesram	DD - ES	1,430.00

30118284	3/1/18	*****7358	Mahnor Tariq	DD - ES	2,588.00
30118285	3/1/18	*****4372	Jennifer Leung Ma	DD - ES	5,625.00
30118286	3/1/18	*****1989	Jeff Mann	DD - ES	4,498.00
30118287	3/1/18	*****5378	Glenn Marshall	DD - ES	1,341.00
30118288	3/1/18	*****2875	Marla Y Harrison	DD - ES	337.00
30118289	3/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	15,907.00
30118290	3/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	15,305.00
30118291	3/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	15,133.00
30118292	3/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	5,309.00
30118293	3/1/18	*****5287	Louie W. Maruri El Dorado Apartments	DD - ES	878.00
30118294	3/1/18	*****3065	Tanya Martha	DD - ES	1,877.00
30118295	3/1/18	*****9206	Demetria d Mason	DD - ES	2,703.00
30118296	3/1/18	*****6768	Matrixone Realty	DD - ES	1,033.00
30118297	3/1/18	*****3048	Rita J. McCrystle	DD - ES	1,210.00
30118298	3/1/18	*****7174	Samuel McCree	DD - ES	581.00
30118299	3/1/18	*****6494	Dorothy McDonald	DD - ES	1,614.00
30118300	3/1/18	*****1925	Veronica R. McElroy	DD - ES	1,982.00
30118301	3/1/18	*****1152	Janice K McLean	DD - ES	1,022.00
30118302	3/1/18	*****4675	Meadow Glen Apartments	DD - ES	3,207.00
30118303	3/1/18	*****9866	Tatung Mei	DD - ES	3,314.00
30118304	3/1/18	*****4316	Joel Mejia	DD - ES	414.00
30118305	3/1/18	*****5245	Jinyu Meng	DD - ES	1,948.00
30118306	3/1/18	*****4885	Sabine Menzel	DD - ES	3,865.00
30118307	3/1/18	*****0133	Mercedes P. Johnson	DD - ES	519.00
30118308	3/1/18	*****7793	Dennis Meyer Kinetic Real Estate/ Marelise Navaroo	DD - ES	1,946.00
30118309	3/1/18	*****8272	Hector Meza	DD - ES	837.00
30118310	3/1/18	*****9885	Andrew S Miloslavich	DD - ES	1,697.00
30118311	3/1/18	*****7437	Perchak Properties for Carol Miller	DD - ES	1,864.00
30118312	3/1/18	*****9782	Maryann Miller	DD - ES	1,148.00
30118313	3/1/18	*****2618	Carlos J Miranda	DD - ES	701.00
30118314	3/1/18	*****0772	Hassan Mirabedi	DD - ES	7,576.00
30118315	3/1/18	*****6741	Gwendolyn Mitchell	DD - ES	1,380.00
30118316	3/1/18	*****7083	Ronnie Eric Moffett Estate	DD - ES	1,971.00
30118317	3/1/18	*****6340	Moe Mojaddidi	DD - ES	4,214.00
30118318	3/1/18	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	1,066.00
30118319	3/1/18	*****6975	Joseph Nelson Morin	DD - ES	1,710.00
30118320	3/1/18	*****7725	Ricardo Moran Gonzalez	DD - ES	1,214.00
30118321	3/1/18	*****3642	Eva Munn	DD - ES	489.00

30118322	3/1/18	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	1,615.00
30118323	3/1/18	*****0105	Ehsan Nabkel	DD - ES	2,901.00
30118324	3/1/18	*****9276	Fariba Naji	DD - ES	1,900.00
30118325	3/1/18	*****6234	Shinder Paul Narabut	DD - ES	7,177.00
30118326	3/1/18	*****9518	Farida Nawabi	DD - ES	2,555.00
30118327	3/1/18	*****0054	NC Associates, Inc.	DD - ES	8,935.00
30118328	3/1/18	*****6959	Joy Neal	DD - ES	1,764.00
30118329	3/1/18	*****5257	Guy Nesbeth	DD - ES	2,801.00
30118330	3/1/18	*****4114	James or Margaret Nevis	DD - ES	1,169.00
30118331	3/1/18	*****1072	Dominic Y Ng	DD - ES	2,582.00
30118332	3/1/18	*****3604	Knowland Ging Ng	DD - ES	4,204.00
30118333	3/1/18	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	2,022.00
30118334	3/1/18	*****9319	Sunny S Ng	DD - ES	1,477.00
30118335	3/1/18	*****0738	Hieu Nguyen	DD - ES	1,449.00
30118336	3/1/18	*****7154	Huy Quang Nguyen	DD - ES	2,161.00
30118337	3/1/18	*****4366	Quyen Nguyen	DD - ES	1,710.00
30118338	3/1/18	*****8241	Tieu Nguyen	DD - ES	812.00
30118339	3/1/18	*****7265	Ernest Nichols III	DD - ES	3,470.00
30118340	3/1/18	*****9886	Northstar Financial Group, LLC	DD - ES	276.00
30118341	3/1/18	*****8129	Kevin Nord Nord Investment Real Estate	DD - ES	1,350.00
30118342	3/1/18	*****2286	North State Financial, Inc.	DD - ES	1,403.00
30118343	3/1/18	*****7171	New Way Management Services, Inc.	DD - ES	10,895.00
30118344	3/1/18	*****1194	Jennifer Odei	DD - ES	1,454.00
30118345	3/1/18	*****5572	Dwight J Owens	DD - ES	377.00
30118346	3/1/18	*****7606	Juanita Olayo	DD - ES	1,514.00
30118347	3/1/18	*****4543	Esosa A. Omokaro	DD - ES	2,386.00
30118348	3/1/18	*****0588	Orange County Housing Authority	DD - ES	2,238.58
30118349	3/1/18	*****3741	Sandra L Ortiz	DD - ES	1,793.00
30118350	3/1/18	*****2915	Tony Jose Ortiz	DD - ES	783.00
30118351	3/1/18	*****1081	Chinenye Osuagwu	DD - ES	1,907.00
30118352	3/1/18	*****9139	Olubukola Amoke Oyebade	DD - ES	2,414.00
30118353	3/1/18	*****3324	Mutlu Ozer	DD - ES	1,678.00
30118354	3/1/18	*****4083	Pacific Living, LLC	DD - ES	2,218.00
30118355	3/1/18	*****1176	John Mario Pascuzzi	DD - ES	1,554.00
30118356	3/1/18	*****7811	Hemangini & Vijendra Patel	DD - ES	2,100.00
30118357	3/1/18	*****0885	Kokila Patel	DD - ES	1,302.00
30118358	3/1/18	*****8684	Virendra M. Patel	DD - ES	1,785.00
30118359	3/1/18	*****8047	Jason Pauline	DD - ES	1,707.00

30118360	3/1/18	*****3189	Loycell Peacock	DD - ES	1,015.00
30118361	3/1/18	*****5165	Scott Pease	DD - ES	1,261.00
30118362	3/1/18	*****3278	Maria Del Carmen Perez	DD - ES	365.00
30118363	3/1/18	*****6784	Lowde Y. Perkins	DD - ES	901.00
30118364	3/1/18	*****8225	Shiv Pertab	DD - ES	1,800.00
30118365	3/1/18	*****0958	Pittsburg Park Apartments	DD - ES	4,845.00
30118366	3/1/18	*****7605	Portofino Apartments	DD - ES	9,292.00
30118367	3/1/18	*****8826	Prime Metropolis Properties, Inc.	DD - ES	4,225.00
30118368	3/1/18	*****2849	IH5 Property West, LP	DD - ES	2,041.00
30118369	3/1/18	*****3398	Marples Property Management	DD - ES	2,811.00
30118370	3/1/18	*****4650	A. Meadows Property Management	DD - ES	962.00
30118371	3/1/18	*****7789	Stokley Properties LLC Harbor	DD - ES	2,280.00
30118372	3/1/18	*****8055	Property Upsurge, Inc.	DD - ES	10,246.00
30118373	3/1/18	*****0782	Amjad Qaqish	DD - ES	921.00
30118374	3/1/18	*****9542	Sam or Sonia Quinones	DD - ES	1,800.00
30118375	3/1/18	*****4029	Amos Radford	DD - ES	1,400.00
30118376	3/1/18	*****1034	Kuljit P Raju	DD - ES	1,437.00
30118377	3/1/18	*****2261	Paramjit K. Raju	DD - ES	2,728.00
30118378	3/1/18	*****3452	Christopher Ramirez	DD - ES	1,928.00
30118379	3/1/18	*****8489	Enrique or Stacy Ramirez	DD - ES	600.00
30118380	3/1/18	*****2162	Erika Ramirez	DD - ES	1,856.00
30118382	3/1/18	*****2283	Rohini Ram	DD - ES	1,818.00
30118383	3/1/18	*****6068	David Raughton	DD - ES	2,804.00
30118385	3/1/18	*****8337	RayCaro Inc.	DD - ES	3,024.00
30118386	3/1/18	*****8227	Croskey Real Estate, Inc.	DD - ES	1,870.00
30118388	3/1/18	*****7083	Reliant - Woods Grove, LP	DD - ES	7,141.00
30118389	3/1/18	*****7349	Eric Franklin Remson	DD - ES	1,102.00
30118390	3/1/18	*****1078	Cora Lee Rice Anderson Rice	DD - ES	902.00
30118392	3/1/18	*****9321	Roger Riley	DD - ES	1,901.00
30118393	3/1/18	*****4115	Tamara Rivas Douglas Rivas	DD - ES	423.00
30118394	3/1/18	*****6917	Ronald D. Shelly or Julie Crowder	DD - ES	1,087.00
30118395	3/1/18	*****0694	Jason Ruffin	DD - ES	2,279.00
30118396	3/1/18	*****4579	Elvira Ruiz	DD - ES	1,140.00
30118397	3/1/18	*****5248	Constance Russell	DD - ES	1,168.00
30118398	3/1/18	*****3011	Alicia Saucedo	DD - ES	1,387.00
30118399	3/1/18	*****7615	Gregory Paul Schulz	DD - ES	1,523.00
30118400	3/1/18	*****9954	Richard M. Sciortino	DD - ES	1,066.00
30118401	3/1/18	*****7031	Jacqueline Selinger	DD - ES	1,658.00
30118402	3/1/18	*****5346	Young Sook Seroy	DD - ES	1,898.00

30118403	3/1/18	*****1446	Mohinder Sharma	DD - ES	1,004.00
30118404	3/1/18	*****7239	Shailesh & Bela Patel	DD - ES	2,651.00
30118405	3/1/18	*****4900	Paul Shatswell	DD - ES	1,521.00
30118406	3/1/18	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	2,613.00
30118407	3/1/18	*****5981	Yihui Shi	DD - ES	1,515.00
30118408	3/1/18	*****7789	Siena Court Apartments	DD - ES	8,923.00
30118409	3/1/18	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	3,935.00
30118410	3/1/18	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	12,537.00
30118411	3/1/18	*****6650	Frank M. Siino	DD - ES	994.00
30118412	3/1/18	*****8035	Joseph Michael Siino	DD - ES	1,275.00
30118413	3/1/18	*****5399	Gloria Silva	DD - ES	1,372.00
30118414	3/1/18	*****7250	2012-C Property Holdings LLC	DD - ES	3,235.00
30118415	3/1/18	*****8407	Marc J. Simpson	DD - ES	1,437.00
30118416	3/1/18	*****3639	Raman Singh	DD - ES	1,559.00
30118417	3/1/18	*****6058	Son Singh	DD - ES	1,525.00
30118418	3/1/18	*****4970	Molly Smith	DD - ES	2,000.00
30118419	3/1/18	*****9092	Sherritta M Smith	DD - ES	1,033.00
30118420	3/1/18	*****0670	Southern Nevada Regional Housing Authority	DD - ES	1,561.50
30118421	3/1/18	*****2032	Cinthia Sosa	DD - ES	1,683.00
30118422	3/1/18	*****2985	Gloria Spahn	DD - ES	1,250.00
30118423	3/1/18	*****6977	Angela E. Robinson-Spencer	DD - ES	1,300.00
30118424	3/1/18	*****3465	Ramzi D Srouji	DD - ES	1,743.00
30118425	3/1/18	*****5343	Deborah Steppe	DD - ES	1,350.00
30118426	3/1/18	*****1601	George W. Stephens	DD - ES	1,641.00
30118427	3/1/18	*****5308	R R Rentals	DD - ES	1,527.00
30118429	3/1/18	*****6314	Amad Sultan	DD - ES	2,823.00
30118430	3/1/18	*****6318	Mr. Shahzad Sultan	DD - ES	2,475.00
30118431	3/1/18	*****8534	Suma Aryaei	DD - ES	2,212.00
30118432	3/1/18	*****1235	Summit Venture Group, LLC	DD - ES	2,008.00
30118433	3/1/18	*****6168	Kamaljeet Surila	DD - ES	1,364.00
30118434	3/1/18	*****0399	Joyce Hui Sy	DD - ES	6,161.00
30118435	3/1/18	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	1,163.00
30118436	3/1/18	*****9558	Edward C Tan	DD - ES	532.00
30118437	3/1/18	*****5832	Mohammad Tapus	DD - ES	2,743.00
30118438	3/1/18	*****6283	Yun Teng Weijie Zhang	DD - ES	1,813.00
30118439	3/1/18	*****2164	Quyen Minh Thai	DD - ES	468.00
30118440	3/1/18	*****9314	Silvia Thein and Ada Choi	DD - ES	1,876.00

30118441	3/1/18	*****4049	ChingJen Tong	DD - ES	3,707.00
30118442	3/1/18	*****1405	Lourdes or Raymond Tovar	DD - ES	1,605.00
30118443	3/1/18	*****2094	Raphael Minhtuyen Tran	DD - ES	4,962.00
30118444	3/1/18	*****6035	Tam Van Tran	DD - ES	1,918.00
30118445	3/1/18	*****1327	Thuy Tran	DD - ES	1,237.00
30118446	3/1/18	*****6165	Thanh Van Trinh	DD - ES	1,363.00
30118447	3/1/18	*****3572	Nhan Chi Truong	DD - ES	961.00
30118448	3/1/18	*****5313	Sean Thuyet Truong	DD - ES	1,233.00
30118449	3/1/18	*****9321	Van Truong	DD - ES	1,748.00
30118450	3/1/18	*****8392	Xavier Van Truong	DD - ES	7,777.00
30118451	3/1/18	*****5553	David Tseng	DD - ES	2,422.00
30118454	3/1/18	*****4582	Lidia Valladares	DD - ES	1,062.00
30118455	3/1/18	*****0250	Victor D Valenzuela	DD - ES	1,416.00
30118456	3/1/18	*****5853	Tu Van	DD - ES	1,722.00
30118457	3/1/18	*****3371	Gary D. Vasconcellos	DD - ES	1,032.00
30118458	3/1/18	*****8457	Sareena Lata Velu	DD - ES	1,612.00
30118459	3/1/18	*****5310	Azell Vickers	DD - ES	1,494.00
30118460	3/1/18	*****9682	Nuno G Vieira	DD - ES	3,298.00
30118461	3/1/18	*****2720	Stephen Cordell Wafer	DD - ES	1,077.00
30118462	3/1/18	*****2768	Huan Rong Wang	DD - ES	1,456.00
30118463	3/1/18	*****6924	Lining Wan	DD - ES	1,780.00
30118464	3/1/18	*****6945	Wei Wang	DD - ES	2,000.00
30118465	3/1/18	*****1634	Yu Ruo Wang	DD - ES	1,878.00
30118466	3/1/18	*****5502	Mildred Lucille Washington	DD - ES	1,996.00
30118468	3/1/18	*****4384	Wenyng Chang	DD - ES	1,773.00
30118469	3/1/18	*****0126	Marina West 10 LLC	DD - ES	1,450.00
30118470	3/1/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	4,535.00
30118472	3/1/18	*****2737	Jessica R Wiebe	DD - ES	2,221.00
30118473	3/1/18	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	1,689.00
30118474	3/1/18	*****0846	Glenda J. Wilkes	DD - ES	946.00
30118475	3/1/18	*****5057	Kathleen and John Wilson	DD - ES	1,278.00
30118476	3/1/18	*****8702	Kathy D. Williams	DD - ES	1,953.00
30118477	3/1/18	*****5480	Tasia La Vonda Williams	DD - ES	1,991.00
30118478	3/1/18	*****5026	Windeler Development Group, Inc.	DD - ES	1,322.00
30118479	3/1/18	*****1769	Alan York Lun Wong Alan York Lun Wong	DD - ES	233.00
30118480	3/1/18	*****1157	Har Pan Wong	DD - ES	4,140.00
30118481	3/1/18	*****6356	Joanne Wong	DD - ES	1,459.00
30118482	3/1/18	*****1060	Kinney Ming Wong	DD - ES	1,622.00

30118483	3/1/18	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	2,146.00
30118484	3/1/18	*****5565	Yuk Lin Woo	DD - ES	766.00
30118485	3/1/18	*****1853	WR Properties, Inc.	DD - ES	5,433.00
30118486	3/1/18	*****3962	Hong Wu	DD - ES	4,330.00
30118487	3/1/18	*****5388	Jian Ai Xuan	DD - ES	1,946.00
30118488	3/1/18	*****3880	Ping Ping Xu Keming Wang	DD - ES	4,213.00
30118489	3/1/18	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	1,056.00
30118490	3/1/18	*****6779	Sally Yip	DD - ES	1,736.00
30118491	3/1/18	*****6210	Yong Qiang Lu	DD - ES	1,817.00
30118492	3/1/18	*****6178	Chris Kui You	DD - ES	2,235.00
30118493	3/1/18	*****7622	Yee Yue Cheung	DD - ES	759.00
30118494	3/1/18	*****8664	Mohammad Zalmaiyyar	DD - ES	2,823.00
30118495	3/1/18	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	1,704.00
30118496	3/1/18	*****3259	Xirong Zhao	DD - ES	1,607.00
30118497	3/1/18	*****4367	Xiang Yang Zheng	DD - ES	2,154.00
30118498	3/1/18	*****3830	Joy Yi Zhou	DD - ES	2,290.00
30118499	3/1/18	*****7805	Shengguo Zhu	DD - ES	5,030.00
30118500	3/1/18	*****6132	Ying Zhu	DD - ES	4,643.00

Housing Choice Voucher	HAP	1,215,397.78
	UR	7,162.73
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	532.98
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$1,223,093.49

Check Summary

March 1, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
147179	3/1/18	*****6041	Anthony L Johnson	29.00
147206	3/1/18	*****2982	Timothy P Harrington	82.00
147210	3/1/18	*****3447	David S Loesch	36.00
147251	3/1/18	*****7574	Joseph A Newman	73.00

147278	3/1/18	*****9810	Housing Authority of the County of Alameda		2,094.58
147280	3/1/18	*****0331	Fairfield Housing Authority		1,163.16
30118010	3/1/18	*****4636	Felipe Amarante	DD - ES	1,441.00
30118020	3/1/18	*****3909	Ken Bartlett	DD - ES	1,075.00
30118024	3/1/18	*****7492	Adrienne Kelly Belton	DD - ES	1,160.00
30118026	3/1/18	*****2521	Belmont Apartments	DD - ES	1,208.00
30118034	3/1/18	*****7075	Som N Bhatia	DD - ES	1,586.00
30118051	3/1/18	*****8860	Joe Burns	DD - ES	1,200.00
30118052	3/1/18	*****8764	William Joseph Burgoyne	DD - ES	495.00
30118055	3/1/18	*****2513	Clara Beatriz Cardenas	DD - ES	1,550.00
30118078	3/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	7,728.48
30118079	3/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	12,145.64
30118080	3/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	12,344.80
30118081	3/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	11,523.22
30118082	3/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	9,718.80
30118083	3/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	10,667.80
30118084	3/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	9,831.22
30118085	3/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	10,705.48
30118088	3/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	6,851.00
30118089	3/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,768.00
30118090	3/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,112.00
30118091	3/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	2,398.00
30118108	3/1/18	*****9507	Olga M. Disney	DD - ES	1,149.00
30118114	3/1/18	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	607.00
30118129	3/1/18	*****4032	Fox Creek Apartments	DD - ES	396.00
30118142	3/1/18	*****5111	Gateway Apartments	DD - ES	3,332.00
30118158	3/1/18	*****5267	Abhilash Gupta	DD - ES	1,650.00
30118167	3/1/18	*****6728	David T. Hennigan	DD - ES	1,603.00
30118262	3/1/18	*****1547	Paul Livson	DD - ES	1,338.00
30118289	3/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	667.00
30118290	3/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	951.00
30118291	3/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	2,256.00
30118340	3/1/18	*****9886	Northstar Financial Group, LLC	DD - ES	4,693.00
30118370	3/1/18	*****4650	A. Meadows Property Management	DD - ES	395.00
30118381	3/1/18	*****6230	Leonardo Christopher Ramirez	DD - ES	1,432.00
30118384	3/1/18	*****2414	Tanya Nicole Ray	DD - ES	1,868.00
30118386	3/1/18	*****8227	Croskey Real Estate, Inc.	DD - ES	1,763.00

30118387	3/1/18	*****6703	Amerasia Real Estate Fund LLC	DD - ES	2,733.00
30118391	3/1/18	*****2935	RICHMOND HOUSING AUTHORITY	DD - ES	823.58
30118408	3/1/18	*****7789	Siena Court Apartments	DD - ES	776.00
30118428	3/1/18	*****0437	Suisun City Housing Authority	DD - ES	777.58
30118452	3/1/18	*****0447	Solano County Housing Authority	DD - ES	2,283.74
30118453	3/1/18	*****0447	Vacaville Housing Authority	DD - ES	1,160.58
30118467	3/1/18	*****4563	Isidoro Weitzman	DD - ES	1,917.00
30118470	3/1/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	2,299.00
30118471	3/1/18	*****9380	Tracy J. Whitehead	DD - ES	2,002.00
30118485	3/1/18	*****1853	WR Properties, Inc.	DD - ES	1,693.00

			1,368,411.78 +		
VASH			1,494.00 -	HAP	153,014.00
			1,366,917.78 *	UR	335.00
				Damage Claim	0.00
			1,366,917.78 +	Vacancy Claim	0.00
			7,497.73 +	Administrative Fee	5,203.66
			5,736.64 +	FSS Escrow Account	0.00
			1,380,152.15 *	Shelter Plus Security Deposit	0.00
				Other	0.00
			1,380,152.15 +	All Payments	\$158,552.66
			1,381,646.15 -		
Grand Total			1,494.00 *		

3/1/18 Check Run

HAP (Regular)	\$ 1,128,425.78	HAP	1,368,411.78
HAP (VASH)	✓ 153,014.00	UR	7,497.73
HAP (Port-In)	✓ 76,003.00	Damage Claim	0.00
HAP (Port-Out)	✓ 9,475.00	Vacancy Claim	0.00
Utility Reimbursement	✓ 7,497.73	Administrative Fee	5,736.64
Admin Fee	✓ 5,736.64	FSS Escrow Account	0.00
Total	\$ / 1,380,152.15	Shelter Plus Security Deposit	0.00
		Other	0.00
		All Payments	\$1,381,646.15

3/1/18 Check Summary
DD Only

Approved
on 2/23/18
PWO 2/23/18

DD 1,343,485.25 +
cks 38,160.90 +
1,381,646.15 *

Pull DD off - \$1494 Azell Vickers

Check Summary

March 15, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 147293	3/15/18	*****5254	Ernisha Henry	179.00
147294	3/15/18	*****4353	Linda S Killion	1.10
147295	3/15/18	*****9810	Housing Authority of the County of Alameda	1.22
147297	3/15/18	*****0978	King County Housing Authority	1.22
* 31518001	3/15/18	*****2521	Belmont Apartments	DD - ES 340.00
31518002	3/15/18	*****0658	Earlean Brown	DD - ES 233.10
31518003	3/15/18	*****6215	Janet Brown	DD - ES 507.00
31518004	3/15/18	*****3394	Kim Cortesi	DD - ES 175.00
31518008	3/15/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES 431.00
31518009	3/15/18	*****1547	HomeForward (Housing Authority of Portland)	DD - ES 1.22
31518010	3/15/18	*****5267	Abhilash Gupta	DD - ES 171.00
31518011	3/15/18	*****3787	Howard County Housing Commission	DD - ES 1.22
31518012	3/15/18	*****2401	Kevin Lassair	DD - ES 646.49
31518013	3/15/18	*****2354	Andrew Kin Lui	DD - ES 1,691.00
31518014	3/15/18	*****4009	Yolanda McDonald	DD - ES 510.00
31518015	3/15/18	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES 1,249.00
31518016	3/15/18	*****5605	Robert Madson Lisa Swafford	DD - ES 114.00
31518017	3/15/18	*****8272	Hector Meza	DD - ES 750.00
31518018	3/15/18	*****0588	Orange County Housing Authority	DD - ES 1.22
31518022	3/15/18	*****2768	Huan Rong Wang	DD - ES 314.00
31518023	3/15/18	*****1157	Har Pan Wong	DD - ES 1,061.50
31518024	3/15/18	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES 12.00

Housing Choice Voucher	HAP	8,205.09
	UR	180.10
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	6.10
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$8,391.29

Check Summary

March 15, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
147295	3/15/18	*****9810	Housing Authority of the County of Alameda	1,765.02
147296	3/15/18	*****0331	Fairfield Housing Authority	2.44
31518005	3/15/18	*****0746	Contra Costa County Housing Authority	25.30
31518006	3/15/18	*****0746	Contra Costa County Housing Authority	24.40
31518007	3/15/18	*****0746	Contra Costa County Housing Authority	7.32
31518019	3/15/18	*****0437	Suisun City Housing Authority	1.22
31518020	3/15/18	*****0447	Solano County Housing Authority	3.66
31518021	3/15/18	*****0447	Vacaville Housing Authority	1.22

VASH	HAP	1,695.00
	UR	0.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	135.58
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$1,830.58

Grand Total

HAP	9,900.09
UR	180.10
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	141.68
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$10,221.87

PWO 3/13/18
jm 3/13/18

.....+P
DD-8,271.87+
CKS-1,950.00+
10,221.87*

HAP (Regular)	\$ 6,842.09
HAP (VASH)	1,695.00
HAP (Port-In)	1,363.00
HAP (Port-Out)	-
Utility Reimbursement	180.10
Admin Fee	141.68
Total	<u>\$ 10,221.87</u>



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

DATE: 4/6/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Regarding the Use of the City Seal and City Logo Allowing for Their Limited Use; and Approval of the Use of City Seal and Logo Application

MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

The City of Pittsburg does not have an existing ordinance relating to the use of the City Logo and/or Seal. This Ordinance will provide guidance for such usage.

FISCAL IMPACT

There is no fiscal impact due to this action.

RECOMMENDATION

City Council open the public hearing, take public comment, close the public hearing and introduce and waive first reading, and pass to second reading an Ordinance Regarding the Use of the City Seal and City Logo allowing for their limited use; and approve the City's use of the Use of City Seal and Logo Application.

BACKGROUND

From time to time, questions are raised regarding the use of the City seal and/or logo for private purposes. The City currently does not have an existing policy relating to the use of the seal and/or logo. Restrictions on the use of an agency's seal or logo are common.

SUBCOMMITTEE FINDINGS

A team of staff members met to discuss the best course of action to prevent unauthorized use of the City seal and logo. After this staff committee met, this item was discussed at an economic development/waterfront development subcommittee meeting on January 30, 2018. The subcommittee was in full support of this ordinance.

STAFF ANALYSIS

The City has adopted an official seal and logo, which are used in the authentication of official documents and to identify City programs. The official seal and logo are considered symbols of the authority and jurisdiction of the City. As property of the City of Pittsburg, it is imperative that the City have an ordinance with approved procedures in place to prescribe how, where, when and by whom the City seal and logo shall be used. The adoption of the Use of City Seal and Logo Ordinance will memorialize those procedures.

While the logo and seal are for City use only, there are, on occasion, events in which the City sponsors or partners with other organizations. The attached ordinance allows for the use of the City seal and logo by an outside organization upon the approved written consent of the City Manager.

ATTACHMENTS: Ordinance
Use of City Seal and Logo Application

Report Prepared By: Alice E. Evenson, City Clerk
Reviewed by Tivonna Stern, Assistant City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

An Ordinance Adding Chapter 1.28,
"City Seal and City Logo" To the
Pittsburg Municipal Code)

ORDINANCE NO. 18-

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

SECTION 1. Recitals.

- A. The City of Pittsburg has adopted an official seal and logo, which are used in the authentication of official records and to identify City programs, initiatives, partnerships, and sponsorships. The official seal and logo are considered symbols of the authority and jurisdiction of the City.
- B. The City of Pittsburg has not established or codified regulations identifying the proper use and permissions for the City seal and City logo.
- C. As property of the City, it is imperative that the City establish regulations to mandate how, where, when, and by whom the City seal and City logo may be used.
- D. On April 16, 2018 the City Council held a public hearing on the proposed City seal and City logo ordinance, at which time oral and/or written testimony was considered.

SECTION 2. Findings.

- A. Article XI, Section 7 of the California Constitution provides that a city may make and enforce within its limits all local police, sanitary and other ordinances and regulations not in conflict with general laws.
- B. Preventing misleading representations that one is speaking on behalf of the government is recognized as fundamental to maintaining the integrity of public service under *United States v. Alvarez* (2012) 132 S. Ct. 2537, 2546.
- C. California Government Code Section 34501 requires every city to have a common seal, which can be alterable at the pleasure of the legislative body.
- D. The City of Pittsburg has developed a seal as its official emblem as well as an official logo, and the City Council desires to enact reasonable regulations for the use of same.

SECTION 3. Additions.

Title 1 of the Pittsburg Municipal Code, is amended to add Chapter 1.28, entitled "City Seal and City Logo," which shall read as set forth below:

Chapter 1.28	City Seal and City Logo
1.28.010	City Seal
1.28.015	City Logo
1.28.020	Use of City Seal and City Logo
1.28.025	Additional City Seals and City Logos
1.28.030	Organizational Use of City Seal and City Logo
1.28.035	Penalty

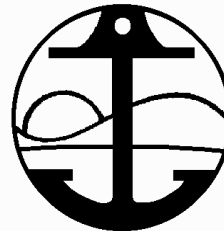
1.28.010 City Seal

The seal of the city is the same as that heretofore used and depicted below:



1.28.015 City Logo

The logo of the city is the same as that heretofore used and depicted below:



1.28.020 Use of City Seals and City Logos

A.. The city seal and city logo are the property of the city; they are used for different purposes. The city uses the seal to certify official city records and instruments. The city uses the logo as a graphic symbol to identify city programs, initiatives, partnerships and sponsorships.

B. The city clerk shall be the official custodian of the official city seal and city logo, as well as any other city seals, insignia, or logos adopted by the city council.

C. The city seal and city logo shall be used for official purposes only, or as authorized by the city manager or his or her designee. The city seal and city logo, or any variation thereof, shall only be used for the official business of the city, its city council, boards and

commissions, officers or departments, except upon written approval of the city council by ordinance or resolution. The city seal and city logo may further be used by the city on city equipment, buildings, vehicles, fixtures such as signage, brochures, publications, insignias, websites, paintings, pamphlets, promotional materials and elected official pins.

D. Except as provided in this chapter, it shall be unlawful for any person to make or use the city seal, the city logo, or any cut, facsimile or reproduction thereof, or make or use any design, symbol, emblem, insignia or similar device that is an imitation of the city seal or city logo, or that may be mistaken therefor, that is designed, intended or likely to confuse, deceive or mislead the public, for private or commercial purposes, or for any purpose other than for the official business of the city, its council, officers or departments, without the express written consent of the city manager or his or her designee.

E. No person shall use the city seal or city logo, or any facsimile thereof, for purposes of supporting or opposing the nomination or election to any city or other public office of him or herself or any other person, or for purposes of supporting or opposing any ballot measure, nor include such city seal or city logo on any writing distributed for purposes of influencing the action of the electorate or any part thereof, in any election.

F. No person shall use or reproduce the city website banner, or any facsimile thereof, for any purpose without the express written consent of the city manager or his or her designee.

1.28.025 Additional City Seals and City Logos

A. The city council retains the right to create variations of the city seal and city logo, and to adopt and establish other official city seals and city logos. Such variations may include, but are not limited to, centennial seals, or other seals which mark anniversaries, events, apparel, and any other city occasion the city council wishes to commemorate.

B. The city manager is authorized to develop and approve other city logos and any city logo so approved by the city manager shall be retained on file with the city clerk.

1.28.030 Organizational Use of City Seal or City Logo

Any organization wishing to use the city seal or city logo shall make an application for such use to the city manager.

A. *Contents of Application.* The organization's application for use of the city seal or city logo shall be on a form approved by the city council. The application shall contain such information as is prescribed by the city council, but shall include, at a minimum, the following:

1. The name of the organization that wishes to use the city seal or city logo;
2. If applicable, acknowledgement and proof of the organization's identification as a recognized 501 (c)(3) tax-exempt organization;

3. If applicable, acknowledgement of the organization's identification as a non-profit organization;
4. The complete address and telephone number of the contact person submitting the application on behalf of the organization;
5. The event or advertising material for which the city seal or city logo will be used by the organization;
6. The starting and ending dates in which the organization will use the city seal or city logo;
7. The location in which the organization will use the city seal or city logo; and
8. Information that provides whether any promotional materials or items using the city seal or city logo will be sold.

B. *Application Assessment and Issuance.* Within thirty (30) days of receiving a complete application submitted pursuant to this section, the city manager shall review the application and determine whether the application should be approved or denied. The city manager will not consider any application submitted to the city that is incomplete and such applications will be denied without further review.

C. *Appeal.*

1. An appeal pursuant to this section shall be in writing and shall state the specific reasons for the appeal and the grounds asserted for relief. The appeal shall be filed with the city clerk, no later than 14 days after the date of service of the city manager's decision. The failure to file an appeal in the time or in the manner prescribed in this section waives the organization's right to appeal.

2. After a timely appeal has been filed with the city clerk, a hearing date, time and place shall be set. The city council shall hear the appeal. The hearing shall be set for a date within a reasonable time period after the date of receipt of the appeal. Reasonable efforts shall be made to set the hearing date not less than 10 days nor more than 20 days after receipt of the appeal.

3. The organization requesting the hearing shall be notified in writing by first class mail of the date, time, and place set for the hearing. The city clerk shall send the notice to the appellant at the address provided on the appeal by the appellant. Service shall become effective on the date of first class mailing. Failure of the appellant to receive such notice shall not affect the validity of any proceedings taken.

4. The city council may affirm the city manager's decision or direct the city manager to allow the organization to use the city seal or city logo. The city council's decision shall be final. The city clerk shall issue to the appellant the city council's decision in writing within 10 business days, stating the reasons for its decision. The city clerk shall

send the written decision by first class mail to the appellant at the address provided on the appeal.

D. *Approved Use Restrictions.* The city seal or city logo may be used by an organization only with the approved, written consent of the city manager or his or her designee. Such use is permitted so long as the city seal or city logo remains in its entirety with no alterations. Elements of the city seal or city logo may not be isolated or used alone or in combination with any other art, symbols, or words. The resolution of the city seal or city logo must be clear when it is enlarged or reduced for reproduction. The city's prior approval of a use shall not constitute approval for any future or recurring use.

1.28.035 Penalty.

Any person who violates this chapter is guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars and/or imprisonment not to exceed six months. This chapter may also be enforced via administrative or civil action as authorized by the Pittsburgh Municipal Code, as well as any actions pursuant to State and/or Federal law.

SECTION 3. 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 4. CEQA.

Pursuant to the California Environmental Quality Act ("CEQA") and CEQA Guidelines, this Ordinance is exempt from CEQA in that it is not a project within the meaning of CEQA Guidelines Section 15378, because it has no potential to result in physical change to the environment, and further is not subject to CEQA under the general rule of CEQA Guidelines Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and there is no possibility that this Ordinance will do so.

SECTION 4. Effective Date.

This ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 5. Publication.

The City Clerk shall either (a) have this ordinance published once within fifteen (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 five (5) days before its adoption and again twenty (20) days after its adoption.

The forgoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on April 16, 2018, and was adopted and ordered published at a meeting of the City Council held on _____, 2018, by the following vote:

AYES:

NOES:

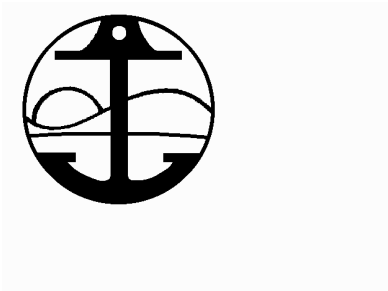
ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk



City of Pittsburgh

Use of City Seal and Logo Application

The City of Pittsburgh's branding logo and formal seal should be considered the sole property of the City, and thus should only be used upon the expressed, written consent of the City Manager or a designee under the authority granted by the City Council in accordance with Chapter 1.28 of the Pittsburgh Municipal Code. Prior approval of a use shall not constitute approval for any future or recurring use. An organization may make a written appeal of the City Manager's decision to the City Council within fourteen (14) days of the City Manager's decision by submitting a written protest to the City Clerk's Office.

Date: _____

NAME OF ORGANIZATION REQUESTING USE (Please Print):

CONTACT PERSON: _____

ADDRESS: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

1. Is the organization requesting use of the City seal or logo a recognized 501 (c)(3) tax-exempt organization?

Yes – Please attach evidence of Tax-Exempt Status No

2. Is the organization requesting use of the City seal or logo a Non-Profit organization?

Yes – Please attach evidence of Non-Profit Status No

3. Please explain what event or advertising material the City seal or logo will be used for:

Use of the City Seal or Logo Application
Page 2 of 2

4. When will your organization use the City's seal or logo?

Starting Date: _____

Ending Date: _____

5. Where will your organization use the City's seal or logo?

6. Will any promotion materials or items using the City's seal or logo be sold?

Yes No

Signature and Title of Representative of Organization

A completed application for use of the Pittsburg City seal or logo should be submitted to:

City Clerk
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Fax: (925) 252-4905
Email: aevenson@ci.pittsburg.ca.us

FOR INTERNAL USE	NOTES
Date Received: Staff: Approved: Denied: Reason for denial:	



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

DATE: 3/27/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution Approving the Community Development Block Grant 2018-2019 Annual Action Plan
MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

The US Department of Housing and Urban Development (HUD) provides funding to jurisdictions to help meet their housing and community needs. As recipients of these federal funds, HUD requires the City Council to review and approve the Community Development Block Grant (CDBG) 2018-2019 Annual Action Plan (2018-2019 Annual Action Plan). The 2018-2019 Annual Action Plan states the funding recommendations for that fiscal year (FY) and includes the list of subrecipients and their funding allocations.

FISCAL IMPACT

For FY 2018-2019, the City is estimating to receive an entitlement grant amount of \$592,712 from HUD. However, since the entitlement allocations are not yet published by HUD, an approval of a 10% plus or minus range of the estimated entitlement grant amount is recommended. During FY 2017-2018, \$12,500 in program income has been received to date. Unallocated funds from prior years in the amount of \$284,684 will be allocated towards the FY 2018-2019 budget.

The breakdown of the total CDBG funding for FY 2018-2019 is as follows:

Estimated Entitlement Funds from HUD:	\$592,712
Prior Year 2017-18 Program Income:	\$ 12,500
Unallocated Funds from Prior Years:	\$284,684
Total Funding for FY 2018-2019:	\$889,896

The CDBG fund account number is 233-41411. The breakdown of how the \$889,896 is allocated is depicted in Exhibit A of this Staff Report.

RECOMMENDATION

City Council open the public hearing, receive testimony, close the public hearing, consider any public comments, and adopt the Resolution approving the 2018-2019 Annual Action Plan.

BACKGROUND

The City receives CDBG funds from HUD to carry out a wide range of community development activities directed toward revitalizing neighborhoods and developing viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities for low- and moderate-income households.

For jurisdictions to receive annual CDBG fund allocations, the City must prepare and submit to HUD a five-year Consolidated Plan, annual Action Plans that are subsidiary documents to the Consolidated Plan, and a Consolidated Annual Performance Evaluation Report that details accomplishments in relation to the Annual Action Plan.

The entitlement jurisdictions of Antioch, Concord, Pittsburg, Walnut Creek and the Urban County (all other cities and the unincorporated areas) constitute the Contra Costa Consortium (Consortium). Together, the Consortium prepared a joint 2015-2020 Contra Costa Consortium Five-Year Consolidated Plan (2015-2020 Consolidated Plan). The priority needs for the City and the strategy and objectives to address those needs are detailed in the 2015-2020 Consolidated Plan. The City Council approved the 2015-2020 Consolidated Plan with adoption of Resolution 15-13028 on April 20, 2015.

The Consolidated Plan is a detailed planning document that provides a needs assessment, describes the jurisdiction's non-housing community development needs, its housing needs and market conditions, sets out a five-year strategy identifying priorities and available resources and establishes the Annual Action Plan which outlines intended uses of the resources. The Consolidated Plan incorporates the requirements of HUD's CDBG Program. HUD must approve both the Consolidated Plan and the City's Annual Action Plan. The Consortium divided the Consolidated Plan into two (2) funding cycles:

- o 2015-2017 - 2 year funding cycle
- o 2017-2020 - 3 year funding cycle

With the designated funding cycles, FY 2018-2019 is a renewal year for CDBG grants. Therefore, subrecipients that were awarded funds on April 17, 2017 with the City Council's approval of the FY 2017-2018 Annual Action Plan through Resolution 17-13309 are eligible for funding in the consecutive year, provided they meet their performance goals.

The City's CDBG funds may only be used for projects and programs that benefit residents of Pittsburg. HUD'S 70% rule requires grantees to ensure that at least 70% of its expenditures over a particular time period must be used for activities that benefit low- and moderate-income persons. The City has determined that its use of CDBG entitlement funds shall commence on July 1, 2018 and expire June 30, 2019 and shall be used to benefit low- and moderate-income persons. The 2018-2019 Annual Action Plan has been prepared in compliance with the 2015-2020 Consolidated Plan.

SUBCOMMITTEE FINDINGS

On March 5, 2018, the CDBG Subcommittee met to make funding recommendations for the FY 2018-2019 subrecipients for City Council consideration and approval.

STAFF ANALYSIS

The amount of CDBG funds obligated for Public Services activities must not exceed 15 percent of the sum of the entitlement grant provided for that program year plus program income received during the prior year. The allocation of staff-time costs and overhead charges to general program Administration must not exceed 20 percent of the sum of the entitlement grant provided for that program year plus the estimated revenue from program income to be received by the City during that same program year. Payments received for the CDBG Housing Rehabilitation Program is defined as program income. The remaining 65 percent of the funds available for allocation may be obligated towards Economic Development, Housing, Code Enforcement and Infrastructure activities. Pursuant to City guidelines, the minimum amount that can be awarded to a subrecipient is \$10,000.

The 2018-2019 Annual Action Plan is attached as Exhibit “B” to this Staff Report. The recommended activities are as follows:

- Public Services (health, youth and elderly services)
- Economic Development (employment training, small business development)
- Code Enforcement
- Housing Rehabilitation
- Infrastructure/Public Facilities (Installation of ADA curb ramps and sidewalks)

The proposed activities are consistent with the goals of the Consortium’s 2015-2020 Consolidated Plan as well as HUD regulations. The 2018-2019 Annual Action Plan reflects the City Council’s efforts on focusing on activities that provide measurable direct benefits to lower income residents and address a wide range of community needs.

As required, there was a public comment period that commenced on March 15, 2018 and ended on April 15, 2018.

ATTACHMENTS: Resolution
Exhibit A – Funding Allocation Table
Exhibit B – 2018-2019 Annual Action Plan

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Approving the Community Development Block Grant 2018-2019 Annual Action Plan) RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City receives Community Development Block Grant (CDBG) funds from the US Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities directed toward revitalizing neighborhoods and developing viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities for low- and moderate-income households; and

WHEREAS, the entitlement jurisdictions of Antioch, Concord, Pittsburgh, Walnut Creek and the Urban County (all other cities and the unincorporated areas) constitute the Contra Costa Consortium (Consortium). Together, the Consortium prepared a joint 2015-2020 Consolidated Plan (Consolidated Plan) which was adopted by Resolution 15-13028 on April 20, 2015, to assess the needs of each jurisdiction and to guide the use of CDBG funds within each individual member community; and

WHEREAS, the Consortium divides the Consolidated Plan into two (2) funding cycles: 1) 2015-2017 - 2 year funding cycle and 2) 2017-2020 - 3 year funding cycle. Fiscal Year (FY) 2018-2019 is a renewal year for CDBG grants; and

WHEREAS, the Consolidated Plan is a detailed planning document that provides a needs assessment, describes the jurisdiction's non-housing community development needs, its housing needs and market conditions, sets out a five-year strategy identifying priorities and available resources, and establishes the 2018-2019 Annual Action Plan which outlines intended uses of the resources. The Consolidated Plan incorporates the requirements of HUD's CDBG Program; and

WHEREAS, the City's CDBG funds can only be used for projects and programs that benefit residents of Pittsburgh. HUD'S 70% rule requires grantees to ensure that at least 70% of its expenditures over a particular time period must be used for activities that benefit low- and moderate-income persons. The City has determined that its use of CDBG entitlement funds shall commence on July 1, 2018 and expire June 30, 2019 and shall be used to benefit low- and moderate-income persons; and

WHEREAS, on March 5, 2018, the CDBG Subcommittee met to make funding recommendations for the FY 2018-2019 subrecipients for City Council consideration and approval; and

WHEREAS, the City solicited comments from March 15, 2018 through April 15, 2018, conducted a public hearing on April 16, 2018 to receive testimony, and closed the comment period.

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

Section 1.

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

Section 2.

The City Council hereby approves the 2018-2019 Annual Action Plan, including the CDBG application form SF-424 and the required certifications.

Section 3.

The public comment period on the 2018-2019 Annual Action Plan is hereby closed.

Section 4.

The City Manager or his/her designee will submit to HUD the 2018-2019 Annual Action Plan and all understandings and assurances contained therein and in connection with the submission will provide additional information as may be required.

Section 5.

The City Manager or his/her designee is hereby authorized to execute the necessary documents and take such further actions as may be necessary or appropriate to carry out the City's obligations under this Resolution.

Section 6.

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

Section 7.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 16th day of April, 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwayne "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

CITY OF PITTSBURG



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Fiscal Year 2018-2019

DRAFT Annual Action Plan

65 Civic Avenue
Pittsburg, CA 94565
CDBG Program Administrator
925-252-4155

DRAFT Annual Action Plan
2018

1

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

Through the Department of Housing and Urban Development (HUD), the City of Pittsburg (City) receives Community Development Block Grant (CDBG) funds to carry out a wide range of community development activities directed toward revitalizing neighborhoods and developing viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities for low- and moderate-income households.

For jurisdictions to receive annual CDBG fund allocations, they must prepare and submit to HUD a comprehensive Analysis of Impediments to Fair Housing Choice (AI), a five-year Consolidated Plan, Annual Action Plans that are subsidiary documents to the Consolidated Plan, and Consolidated Annual Performance Evaluation Report (CAPER) that details all the accomplishments in relation to the Annual Action Plan.

The entitlement jurisdictions of Antioch, Concord, Pittsburg, Walnut Creek and the Urban County (all other cities and the unincorporated areas) constitute the Contra Costa Consortium (Consortium). Together, the Consortium prepared a joint Fiscal Year (FY) 2015-2020 Contra Costa Consortium Five-Year Consolidated Plan (Consolidated Plan). The priority needs for the City, the strategy and objectives to address those needs are detailed in the Consolidated Plan.

The Consolidated Plan is a detailed planning document that provides a needs assessment, describes the jurisdiction's non-housing community development needs, its housing needs and market conditions, sets out a five-year strategy identifying priorities and available resources and establishes the Action Plan which outlines intended uses of the resources. The Consolidated Plan incorporates the requirements of HUD's CDBG Program. HUD must approve both the Consolidated Plan and the City's Action Plan. The Consortium divides the Consolidated Plan into two (2) funding cycles:

- 2015-2017 - 2 year funding cycle
- 2017-2020 - 3 year funding cycle

The City's CDBG funds can only be used for projects and programs that benefit residents of Pittsburg. To comply with HUD'S 70% rule, which requires grantees to ensure that at

least 70% of its expenditures over a period must be used for activities that benefit low- and moderate-income persons, the City has determined that its use of CDBG entitlement funds shall be one Program Year (PY) beginning July 1, 2018 and ending June 30, 2019. PY 2018-2019 is concurrent with the City's FY 2018-2019. The Action Plan has been prepared in compliance with the Consolidated Plan.

The Consolidated Plan is guided by three overarching goals:

1. To provide a suitable living environment through safe, more livable neighborhoods, greater integration of low- and moderate-income residents throughout Contra Costa County communities, increased housing opportunities, and reinvestment in deteriorating neighborhoods.
2. To expand economic opportunities through more jobs paying self-sufficient wages, opportunities for homeownership, development activities that promote long-term community viability, and empowerment of low- and moderate-income persons to achieve self-sufficiency.
3. To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, and reducing discriminatory barriers.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Pittsburg's priority needs are Affordable Housing, Homeless Housing & Prevention, and Non-Housing Community Development, with the following objectives and outcomes:

Affordable Housing

AH-1: Maintain and Preserve Affordable Housing. Maintain and preserve the existing affordable housing stock, including single family units, multi-family units at risk of loss to the market, and housing in deteriorated lower income neighborhoods.

AH-2: Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income to low-income households by increasing the supply of decent, safe, and affordable rental housing.

AH-3: Increase Affordable Supportive Housing Supply. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with

HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.

AH-4: Increase homeownership opportunities for Low-to-Moderate Income households. Increase homeownership opportunities via the construction, acquisition, and/or rehabilitation of housing units; and/or direct financial assistance.

Homeless

H-1: Permanent Housing for Homeless. Assist the homeless and those at risk of becoming homeless by providing emergency, transitional, and permanent affordable housing with appropriate supportive services.

H-2: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.

Non-Housing Community Development

CD-1: General Public Services. Ensure that opportunities and services are provided to improve the quality of life and independence for lower-income persons, and ensure access to programs that promote prevention and early intervention related to a variety of social concerns.

CD-2: Non-Homeless Special Needs. Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly and frail elderly, victims of domestic violence, persons with HIV/AIDS, persons with mental, physical and developmental disabilities, abused children, illiterate adults and migrant farm workers.

CD-3: Youth. Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood.

CD-4: Fair Housing. Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice in Pittsburgh.

CD-5: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords and to educate both of their rights and responsibilities, to help prevent people from becoming homeless and to ensure fair housing opportunity.

CD-6: Economic Development. Reduce the number of persons with incomes below the poverty level, expand economic opportunities for very low- to low- income residents, and increase the viability of neighborhood commercial areas.

CD-7: Infrastructure and Accessibility. Maintain adequate infrastructure in lower income areas, and ensure access for the mobility-impaired by addressing physical access barriers to goods, services, and public facilities in such areas.

CD-8: Administration. Support development of viable urban communities through extending and administering federal grant programs in a fiscally prudent manner.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is committed to improving and ensuring compliance with CDBG program requirements. Staff continues to work closely with HUD staff for guidance with program administration and identifying areas for improvement. Previous funded programs and activities were on schedule and grant disbursements were made in a timely manner. The Pittsburg grant program continues to accomplish its objectives and remain compliant as outlined below:

1. Housing – CDBG funds were used for the Housing Rehabilitation Loan Program to preserve and maintain the existing housing stock. In addition, the City has continued to support the Police Department by funding a portion of Code Enforcement in their efforts to address the decline in target neighborhoods.
2. Public Services – The City has allocated funds to a variety of supportive services, including assistance for the homeless, victims of abuse, legal counseling for seniors, and programs for at risk youth.
3. Economic Development – The City has funded job training and placement programs. Additionally, assistance was also given to support micro-enterprises that result in job creation.
4. Infrastructure/Public Facilities – The City committed to providing sidewalks replacement in eligible census tracts. During FY 2017-2018, CDBG funded the replacement of 2,349 linear feet of sidewalk and installed 14 ADA ramps in targeted areas.
5. Timeliness Rule- Sixty days prior to the end of the City's program year or at the end of April each year, the amount of entitlement grant funds available to draw down from the U.S. Treasury in addition to program income on hand, should not exceed 1.5 times the entitlement grant amount for its current program year. Failing

to comply with the timeliness rule will result in having to perform corrective actions. The City continues to follow this requirement by submitting draw down requests in a timely fashion.

The City is committed to working collaboratively with the Consortium to implement goals and policies identified in the 2015-2020 Consolidated Plan and will continue to focus on ensuring that activities funded meet required performance measurements. The Consortium members continue to increase inter-jurisdictional activities by holding quarterly meetings and joint subrecipient monitoring.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

As required by HUD, the City follows a detailed Citizen Participation Plan, a Language Assistance Plan and a Residential Anti Displacement and Relocation Assistance Plan which were amended on September 18, 2017. In order to encourage and ensure involvement and participation by those residents who are most likely to be impacted by grant funded activities, the City engages in extensive outreach during the Consolidated Planning process, and encourages involvement in the Action Plan, CAPER, and other processes that help to achieve the Consolidated Plan goals and objectives.

For the 2018-2019 Action Plan, a public CDBG Subcommittee meeting was held on March 6, 2018 at 4:00 pm at City Hall. The meeting agenda was posted at least 72 hours prior to the meeting on the City website, as well as in a place visible to the public, according to Brown Act regulations. The CDBG Subcommittee consists of two (2) City Council members and 2 voting members of the Community Advisory Board (CAC). The CAC is an advisory body appointed by the City Council to provide information concerning quality of life issues for Pittsburg residents. The CAC also reviews and provides input to the City Council, including recommendations and suggested policies on issues of public interest, traffic and recreation issues. All members of the CDBG Subcommittee and two (2) staff members attended the meeting.

With the designated funding cycles, FY 2018-2019 is a renewal year for CDBG grants and subrecipients that were awarded during FY 2017-2018 will automatically be eligible for funding in the consecutive year, provided they meet their performance goals. The Subcommittee members provided their funding recommendation for each subrecipient based on the service provided to the community and meeting performance goals.

Since the CDBG Subcommittee met to discuss funding recommendations prior to HUD announcing entitlement allocations for FY 2018-2019, the City used an estimated amount

of \$592,712 which was a 1% reduction from last year's allocation. However, an approval of a 10% plus or minus range of the estimated entitlement grant amount was requested to be approved by City Council, giving the Subcommittee the flexibility to revise funding amounts as necessary once the entitlement amount is officially published.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

<TBD>

6. Summary of comments or views not accepted and the reasons for not accepting them

<TBD>

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Melaine Venenciano	City of Pittsburg – Community Services

Table 1 – Responsible Agencies

Narrative

It is the City's mission to provide responsive and high quality public services in partnership with its citizens celebrating the community's rich history, cultural diversity and pride in its prosperous future.

Consolidated Plan Public Contact Information

Melaine Venenciano
CDBG Program Administrator
65 Civic Avenue
Pittsburg, CA 94565
925-252-4155
mvenenciano@ci.pittsburg.ca.us

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Through the Consolidated Plan process, the Consortium developed a comprehensive list of priority housing and community development needs for the entire consortium area. The focus groups and community meetings provided critical input for prioritizing the housing and community needs. With the Consortium's designated funding cycles, FY 2018-2019 is a renewal year for CDBG grants and subrecipients that were awarded during FY 2017-2018 will automatically be eligible for funding in the consecutive year, provided they meet their performance goals. The consultation process discussed in this section reflects actions taken during the Consolidated Plan planning process.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City provides information to the Housing Authority of the City of Pittsburgh (Housing Authority) regarding programs that can enhance the living situation of its clients by providing resources to assist with becoming a homeowner, landlord/tenant issues, as well as other programs that may be of benefit to the household. In addition, the City, through its senior center services, has established partnerships with agencies that provide assistance to the senior population.

The Consortium conducted a Community Needs Survey to solicit input from residents and workers in Contra Costa County during the Consolidated Plan process. Respondents were informed that the Consortium was updating the Consolidated Plan for federal funds that primarily serve low and moderate income (LMI) residents and special needs populations. The questionnaire polled respondents about the level of need in their respective neighborhoods for various types of improvements that can potentially be addressed using entitlement funds.

The Consortium's outreach and consultation strategies included the formation of community outreach partnerships with affordable housing, social service, and mental health providers; workforce developers; community advocates; and others. Subrecipients alerted their clients and program beneficiaries that an important planning process was being undertaken and encouraged active participation by beneficiaries.

Community Forums

Five (5) Consolidated Plan Community Forums were conducted throughout Contra Costa County to introduce the Consortium's Five Year Consolidated Plan Process and to solicit input from residents and workers throughout Contra Costa County on the level of need for various types of improvements that can potentially be addressed by the 2015-2020 Consolidated Plan.

Outreach

Over a thousand entities, organizations, and persons were directly contacted via outreach efforts and requested to share materials with their beneficiaries, partners, and contacts; encourage attendance at the forums; and to respond to the Community Needs Survey. The survey was available in both English and Spanish.

Results from the forums and outreach efforts help direct each jurisdiction's funding recommendations to ensure that community needs are addressed each fiscal year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Contra Costa County of Continuum of Care (CoC) is governed by the Contra Costa Council on Homelessness (Council). The Council provides a forum for communication and coordination about the implementation of the County's strategic plan to prevent and end homelessness, and for orchestrating a vision on ending homelessness in the County, educating the community on homeless issues, and advocating on federal, state, and local policy issues affecting people who are homeless or at risk of homelessness. The Council provides advice and input on the operations of homeless services, program operations, and program development efforts in the county.

Pittsburg participates in the quarterly Council meetings as well as the Health, Housing, and Homeless Services (H3) Community meetings. The purpose of H3 community meetings is to exchange information regarding housing resources to County and non-profit staff, housing advocates, consumers of the CoC, and the public. Input and feedback from H3 community meetings are brought to the Mental Health Commission's Consolidated Planning and Advisory Workgroup and the Council.

Pittsburg supports the Council's efforts on transitioning into a coordinated intake and assessment system, otherwise known as Coordinated Entry System (CES) to ensure that

homeless individuals, and those at risk of homelessness, received the best services to meet their housing needs. The multi-phase implementation process began in February 2017. The purpose of a CES is to ensure that all people experiencing a housing crisis have easy access to available resources. Clients are quickly identified, assessed for and connected to available homeless services and long-term housing. CES uses evidence informed tools and standardizes practices, incorporates a system-wide Housing First (no barriers to entry) approach, and prioritizes limited resources for the most vulnerable.

The CES is designed to serve individuals and families in Contra Costa County who are experiencing a housing crisis including those who are:

- Unsheltered - living outside, in a car, on the streets, or in an encampment
- Sheltered – living in emergency shelter or transitional housing
- At imminent risk of homelessness – at risk of losing housing within the next two weeks

The full continuum of homeless housing and services available through the CES include:

- Prevention/Diversion – financial assistance or case management to stay housed
- Basic Needs and Services – showers, food, laundry, benefits enrollment, referrals, etc.
- Emergency Shelter – short-term, temporary place to stay
- Housing Navigation Services – assistance locating and obtaining housing
- Rapid Re-housing – time limited rental assistance with services
- Warming Center – temporary indoor overnight seating

Individuals connect to services through one of three portals:

1. Call – The 211 information line, operated by the Contra Costa Crisis Center, provides a phone portal for individuals and families needing to connect to homeless services.
2. CARE Centers – Coordinated Assessment and Resource (CARE) Centers provide walk-in option for individuals and families who need to connect to homeless services.
3. CORE Outreach – Coordinated Outreach Referral and Engagement (CORE) outreach teams engage homeless individuals living outside, help facilitate and/or deliver health and basic needs services and connect clients to CARE Centers and other homeless services.

Pittsburg understands that homelessness is a regional issue that cannot be addressed independently. Therefore, City staff, along with officers from the Pittsburg Police Department, have an active relationship with the Director of H3. The Director received a proclamation in November 2017 on behalf of H3 for the efforts and services they continue to provide to the community.

Veterans – CDBG funds will continue to be allocated for the land acquisition for the Veterans Square project. Veterans Square consists of 28 one-bedroom units and 2 two-bedroom units. The affordable housing development project will be 100% affordable except for one unrestricted manager's unit. Rents will range from 30% Area Median Income (AMI) to 50% AMI. The ground floor will consist of an on-site management office, 30 parking spaces, 18 bicycle parking spaces, a landscaped courtyard, and a community room for residents. Services for residents will be offered by Shelter, Inc., an established supportive services provider in the region.

The Housing Authority administers 160 Veteran Affairs Supportive Housing (VASH) vouchers and has agreed to provide a loan for up to \$947,000 for the financing of Veterans Square through Resolution No. 15-288 dated June 15, 2015.

The developer for Veterans Square is seeking additional funding from the State of California and Contra Costa County. Results from these funding sources are due by Summer 2018.

Unaccompanied Youth - The County operates Calli House, a shelter for homeless youth.

Persons at Risk of Homelessness – CDBG funds will continue to be allocated to 3 programs that directly assists the homeless or people that are at risk of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Pittsburg does not receive ESG funds but Contra Costa County is a recipient of these funds and coordinates its allocation with the CoC. The CoC will complete an annual action plan each year. This annual action plan will guide the work of the CoC and inform the decisions of the Contra Costa Interagency Council for Homelessness (CCICH) Executive Committee and the CoC.

The expansive participation in HMIS by service providers throughout the CoC has given us more knowledge about the population being served. Changes to the policies and procedures for the operation and administration of HMIS is overseen by CCICH Executive Committee to ensure compliance with HUD requirements and best practices.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Pittsburg Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homebuyer Resources
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Pittsburg Housing Authority has clients that are interested in becoming homeowners and this has become attainable through HUD's Homeownership Voucher Program. The City reestablished the First Time Homebuyer (FTHB) Program in FY 2017-2018. Pittsburg staff hosted a booth at the Wells Fargo Neighborhood Lift Program in November 2017 to share information regarding the FTHB Program.
2	Agency/Group/Organization	Contra Costa County Department of Conservation and Development
	Agency/Group/Organization Type	Service-Fair Housing Other government - County

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Department of Conservation and Development was the lead agency in the development of the 2015-2020 Consolidated Plan.
3	Agency/Group/Organization	Contra Costa Health Services Homeless Program
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Other government - County

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Contra Costa County's Health and Homeless Services staff participated in the community meeting/public hearing process and provided information on special needs populations; including homeless populations. It is anticipated that this consultation will result in improved coordination of services to the City's at risk and homeless populations.
4	Agency/Group/Organization	Contra Costa Continuum of Care
	Agency/Group/Organization Type	Services-homeless Other government - County Other government - Local Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Pittsburg has been closely participating in the Contra Costa Council on Homelessness (Council) meetings as well as the Health, Housing, and Homeless Services (H3) Community meetings. Pittsburg supports the Council's efforts on transitioning into a coordinated intake and assessment system, otherwise known as Coordinated Entry. The Coordinated Entry system is aligned with the Council's mission to ensure an integrated system of care, from prevention through intervention, for homeless individuals and families within our community. The Coordinated Entry system was implemented in February 2017 and serves to streamline access to housing and services while addressing barriers that prevent people from getting and staying housed.
5	Agency/Group/Organization	STAND! For Families Free of Violence
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services - Victims Service Provider
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	STAND! was consulted to provide information regarding victims of domestic violence in the City and the services provided to this population. It is anticipated that this coordination will result in improved coordination of services to the City's victims of domestic violence.

6	Agency/Group/Organization	Opportunity Junction
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Opportunity Junction is a Contra Costa Community Based Development Organization (CBDO) that works closely with the low-income community to provide job training and placement services and is well-connected with economic development agencies and partners in Contra Costa County.

Identify any Agency Types not consulted and provide rationale for not consulting

No types were intentionally excluded. Organizations were consulted on an individual and group basis. An effort was made to reach as many organizations as possible.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Coalition of Homeless Services Providers	Through the outreach process, homelessness and homelessness prevention services were identified as a priority for the CDBG program. These services will complement the CoC Strategy.
Contra Costa County Consortium	Contra Costa County Department of Conservation and Development	The cities of Antioch, Concord, Pittsburg and Walnut Creek and the County of Contra Costa have formed the Contra Costa HOME Consortium to cooperatively plan for the housing and community development needs of Contra Costa County.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Housing Element 2015-2023	City of Pittsburgh	The new 2015-2023 Pittsburgh Housing Element adopted on May 4, 2015 by City Council Resolution 15-13033, approved by the State Department of Housing and Community Development, was heavily consulted for all housing goals and objectives to assure unity and conformity.

Table 3 - Other local / regional / federal planning efforts

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. **Summary of citizen participation process/Efforts made to broaden citizen participation**
Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	CDBG Subcommittee Meeting on 3/5/18; Posted on City website; Posted in conspicuous place	Non-targeted/broad community 2 Council Members; 2 Voting members of the Community Advisory Commission	-2 Council Members-2 Voting Members of the CAC-2 City Staff.	No comments received.	Not applicable.	ci.pittsburg.ca.us - Calendar Section
2	Public Hearing will be on 4/16/18.	Non-targeted/broad community	City Council Members, staff and the public attended.	TBD	Not applicable.	ci.pittsburg.ca.us - Agenda Section

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1, 2)

Introduction

Pittsburg leverages additional resources to be able to continue providing services that meet the community's needs.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Reminder of ConPlan \$
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	Public - Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$592,712	\$12,500	\$284,684	\$889,896	\$586,785

Table 5 - Expected Resources – Priority Table

Narrative Description
The 2017-2018 entitlement grant amount is not yet published. Therefore, the City is estimating to receive an entitlement grant amount of \$592,712. The expected amount available for the remainder of the Con-Plan is based on a 1% reduction of entitlement funds each year thereafter without considering any program income or utilizing unprogrammed funds from previous years.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leverages Federal, State, and local resources to the greatest extent feasible. Moreover, the City continues to encourage organizations to seek other federal, state, and local funding for both housing and non-housing community development activities.

Veteran's Square Housing Project - The Pittsburg Housing Authority administers 160 VASH vouchers and has agreed to provide a loan for up to \$947,000 for the financing of Veteran's Square through Resolution No. 15-288 dated June 15, 2015. In addition, the developer was notified in April 2016 that the project will be receiving an award of over \$3 Million in state Veterans Housing and Homeless Prevention Program funds and the project was invited to submit a full application for the state Affordable Housing and Sustainable Communities Program. The developer for Veterans Square is seeking additional funding from the State of California and Contra Costa County. Results from these funding sources are due by Summer 2018.

The City's Police Department received the following grants which enables the City to provide the support the community needs in various areas, such as Code Enforcement.

- Department of Justice Pass- Through Program - \$136,851
- State of Ca Office of Traffic Safety – Selective Traffic Enforcement Program - \$84,540
- Bullet Vest Grant - \$5,750
- Supplemental Law Enforcement Program - \$211,277

The City also seeks grants for its capital improvement projects. Below is a summary of grants received during 2017-2018 totaling \$6,800,000.

- HSIP – Cycle 8 Projects (Stoneman Avenue Intersection) - \$880,000
- BART Pedestrian Bicycle Connectivity Project - \$4,470,000
- Pittsburg Pavement Improvements - \$1,385,000
- Rancho Medanos Junior H.S. Sidewalk Improvements - \$65,000

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Successor Agency for the Redevelopment Agency of the City of Pittsburg (Successor Agency) owns properties that are developable for housing projects. The Successor Agency's long-range property management plan (LRPMP) was approved by the California State Department of Finance (DOF). This DOF approval allows the Successor Agency to sell these properties at fair market value to interested parties. It would be ideal to sell these properties to developers who could construct affordable housing projects with onsite services to address community needs. The process for selling these properties requires interested parties to 1) consult with the Planning Department to ensure that their intended use for the property is allowed per zoning code; 2) obtain an appraisal; 3) submit an offer to the Successor Agency with the appraisal; 4) Successor Agency presents the offer to the Oversight Board to the Successor Agency (Oversight Board) for consideration and if approved by the Oversight Board, the Successor Agency and the buyer would perform the necessary actions pursuant to an executed purchase and sale agreement in order to close escrow.

As of March 2018, out of 65 properties owned by the Successor Agency, only 11 properties remain available for sale. One of the properties sold was to a developer that will have its non-profit managing partner acquire the land to construct housing for veterans, known as Veterans Square. Square is well located in an established neighborhood and will promote active transportation, such as biking and walking, as well as encourage public transportation ridership, thereby reducing vehicle miles traveled (VMT). Veterans Square is located within a half-mile of amenities such as public parks, a marina with public

recreational facilities, and two bus stops.

Below is a matrix of the unit breakdown.

11 1-bedroom units at 50% AMI

6 1-bedroom units at 40% AMI

11 1-bedroom units at 30% AMI

1 2-bedrrom units at 50% AMI

1 Managers unit – unrestricted

Discussion

The City continues to seek partnerships to assist with its housing and community needs. These partnerships include applying for federal, state, and local funds to contribute towards the creation of housing and/or services that directly benefit the low-income residents of Pittsburg.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	AH 1 - Housing Rehabilitation	2015	2020	Affordable Housing	City of Pittsburgh	Affordable Housing	CDBG: \$154,031	Homeowner Housing Rehabilitated: 3 Household Housing Unit
2	AH 2 - Code Enforcement	2015	2020	Affordable Housing	City of Pittsburgh	Affordable Housing	CDBG: \$150,000	Housing Code Enforcement/Foreclosed Property Care: 1000 Household Housing Unit
3	H2 - Services for Homeless (Non-Shelter Related)	2015	2020	Homeless	City of Pittsburgh	Homeless Prevention	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit: 580 Persons Assisted Homeless Person Overnight Shelter: 0 Persons Assisted Other: 0 Other
4	CD-1 General Public Services	2015	2020	Non-Housing Community Development	City of Pittsburgh	Non-Housing Community Development	CDBG: \$40,000	Public service activities other than Low/Moderate Income Housing Benefit: 940 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	CD-2 Non-Homeless Special Needs Population	2015	2020	Non-Homeless Special Needs	City of Pittsburgh	Homeless Prevention	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit: 132 Persons Assisted
6	CD-3 Youth	2015	2020	Non-Housing Community Development	City of Pittsburgh	Non-Housing Community Development	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
7	CD-6 Economic Development	2015	2020	Non-Housing Community Development	City of Pittsburgh	Non-Housing Community Development	CDBG: \$75,000	Jobs created/retained: 30 Jobs Businesses assisted: 25 Businesses Assisted Other: 0 Other
8	CD-7 Infrastructure/Public Facilities	2015	2020	Infrastructure/Public Facilities	City of Pittsburgh	Non-Housing Community Development	CDBG: \$200,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 70,821 Persons Assisted
9	CD-8 Administration	2015	2020	Administration	City of Pittsburgh	Program Administration	CDBG: \$118,542	Other: 0 Other
10	H 1 - Shelter for Homeless Population	2015	2020	Homeless	City of Pittsburgh	Homeless Prevention	CDBG: \$10,782	Homeless Person Overnight Shelter: 12 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
11	AH-3 Increase Affordable Supportive Housing Supply	2015	2020	Affordable Housing	City of Pittsburgh	Affordable Housing	CDBG: \$101,541	Rental units constructed: 29 Household Housing Unit

Table 6 - Goals Summary

Goal Descriptions

1	Goal Name	AH 1 - Housing Rehabilitation
	Goal Description	Maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods
2	Goal Name	AH 2 - Code Enforcement
	Goal Description	The Code Enforcement Division of the Police Department enforces the City's municipal codes, laws and regulations for the abatement of substandard housing conditions and zoning violations, and the abatement of abandoned, dismantled, or inoperative vehicles and blight issues as defined as the physical and economic conditions within an area that cause a reduction of, or lack of, proper utilization of that area.
3	Goal Name	H2 - Services for Homeless (Non-Shelter Related)
	Goal Description	Reduce the incidence of homelessness and assist in alleviating the needs of the homeless. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.

4	Goal Name	CD-1 General Public Services
	Goal Description	Ensure that opportunities and services are provided to improve the quality of life and independence for lower-income persons, and ensure access to programs that promote prevention and early intervention related to a variety of social concerns.
5	Goal Name	CD-2 Non-Homeless Special Needs Population
	Goal Description	Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as frail elderly, disabled persons, battered spouses, abused children, persons with HIV/AIDS, illiterate adults and migrant farm workers.
6	Goal Name	CD-3 Youth
	Goal Description	Increase opportunities for children/youth to be healthy, succeed in school and prepare for a productive adulthood.
7	Goal Name	CD-6 Economic Development
	Goal Description	Reduce the number of person with incomes below the poverty level, expand economic opportunities for very-low and low-income residents, and increase the viability of neighborhood commercial areas.
8	Goal Name	CD-7 Infrastructure/Public Facilities
	Goal Description	Maintain quality public facilities and adequate infrastructure and ensure access for the mobility impaired by addressing physical access barriers to public facilities.
9	Goal Name	CD-8 Administration
	Goal Description	Support development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector, and administer federal grant programs in a fiscally prudent manner.

10	Goal Name	H 1 - Shelter for Homeless Population
	Goal Description	Assist the homeless and those at risk of becoming homeless by providing emergency, transitional, and permanent affordable housing with appropriate supportive services.
11	Goal Name	AH-3 Increase Affordable Supportive Housing Supply
	Goal Description	Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.

Table 7 – Goal Descriptions

AP-35 Projects - 91.420, 91.220(d)

Introduction

For FY 2018-2019, the City is estimating to receive \$592,712. Along with \$12,500 in program income and \$284,684 of unallocated funds from prior years; the total CDBG funding for FY 18-19 is \$889,896. The total amount of CDBG funds obligated for Public Services (PS) activities must not exceed fifteen percent (15%) of the sum of the entitlement grant provided for that program year plus program income received during the prior year. The allocation of staff-time costs and overhead charges to general program Administration must not exceed twenty percent (20%) of the sum of the entitlement grant provided for that program year plus the estimated revenue from program income to be received by the City during that same program year. Payments received for the CDBG Housing Rehabilitation Program is defined as program income. The remaining 65 percent (65%) of the funds available for allocation can be obligated towards Economic Development (ED), Code Enforcement (CE), Infrastructure/Public Facilities (I/PF) and Housing activities, (collectively known as "Other").

Pursuant to City guidelines, the minimum amount awarded to a subrecipient is \$10,000.

#	Project Name
1	2018-2019 Program Administration
2	2018-2019 City of Pittsburg - ADA Handicap Ramps/Sidewalks
3	2018-2019 Contra Costa Child Care Council - Road to Success
4	2018-2019 Open Opportunities - Future Build Pre-Apprenticeship
5	2018-2019 Workforce Development Board - Small Business Development Center
6	2018-2019 Opportunity Junction - Job Training and Placement
7	2018-2019 City of Pittsburg - Code Enforcement
8	2018-2019 Opportunity Junction - Technology Center
9	2018-2019 People Who Care (PWC) After School Program
10	2018-2019 Contra Costa Senior Legal Services
11	2018-2019 STAND! For Families Free of Violence - Emergency Shelter
12	2018-2019 Loaves and Fishes of Contra Costa (LFCC)
13	2018-2019 Contra Costa County Health Services CORE program
14	2018-2019 Court Appointed Special Advocates (CASA)
15	2018-2019 St. Vincent de Paul of Contra Costa County - Rota Care Program
16	2018-2019 Housing Rehabilitation Program

#	Project Name
17	2018-2019 Interfaith Council of Contra Costa County - Winter Nights Emergency Family Shelter
18	2018-2019 Veterans Square Housing Project

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In accordance with the federal requirements, all approved funded activities meet the overarching goals of the Consolidated Plan and are appropriated within the FY 2018-2019 program budget. At least eighty percent (80%) of the CDBG funds in the FY 2018-2019 program budget will be used for activities that benefit persons of low- and moderate income.

To achieve local objectives, the City proposes to utilize its 2018-2019 CDBG funds towards activities that comply with at least one of HUD's National Objectives as listed below:

1. Benefiting low and moderate-income persons
2. Address slums or blight
3. Meet an urgent community development needs

The City is at a disadvantage in removing or eliminating obstacles to meeting underserved needs due to the consistently shrinking amount of CDBG funds available in recent years. To continue addressing the needs of the underserved population, the City will continue to support applications by service providers to expand affordable housing opportunities, homeless assistance, and supportive services consistent with the 2015-2020 Consolidated Plan.

AP-38 Project Summary

Project Summary Information

1	Project Name	2018-2019 Program Administration
	Target Area	City of Pittsburgh
	Goals Supported	CD-8 Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$118,542
	Description	Administration - Support development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector, and administer federal grant programs in a fiscally prudent manner.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable.
	Location Description	Not applicable.
2	Planned Activities	
	Project Name	2018-2019 City of Pittsburgh - ADA Handicap Ramps/Sidewalks
	Target Area	City of Pittsburgh
	Goals Supported	CD-7 Infrastructure/Public Facilities

	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$200,000
	Description	The goals of the project include improving access to public transportation, schools, businesses, and other community facilities for pedestrians, the mobility impaired, and physically challenged persons, through replacing sidewalks and installing curb ramps at targeted intersections. City staff will perform design, construction management, and inspection.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The City serves approximately 70,000 residents. The Handicapped and Pedestrian Improvements Program is aimed to serve all residents by improving sidewalks and constructing ADA compliant curb ramps at all intersections in the City. This Program will provide improved pedestrian access for all residents and will advance the City's goal of meeting federal and state mandated standards. Performance Measures: Objective – Creating a Suitable Living Environment Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code – 03L - Sidewalks HUD National Objective - LMA HUD Accomplishment Type - Persons (General)
	Location Description	The requested amount is for the installation of 29 curb ramps around Foothill Elementary School which is centered in a subdivision that did not have any type of curb ramp installed when the area was developed.
	Planned Activities	The purpose of the project is to improve pedestrian transportation for mobility impaired or physically challenged persons by improving sidewalks and installing ADA compliant curb ramps.

3	Project Name	2018-2019 Contra Costa Child Care Council - Road to Success
	Target Area	City of Pittsburg
	Goals Supported	CD-6 Economic Development
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$15,000
	Description	The program benefits 15 very low, low, and moderate-income residents in Pittsburg through microenterprise assistance for those who want to maintain or start stable small businesses as licensed home-based family child care providers.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Estimated to help approximately 15 Pittsburg businesses. The program benefits very low, low, and moderate-income adults living in Pittsburg who choose to start or maintain licensed family child care microenterprises. The program also benefits children ages 0-12 with early care and education and their families who need child care services in these communities. Performance Measures: Objective - Creating Economic Opportunities Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code - 18C Micro-Enterprise Assistance HUD National Objective - LMC HUD Accomplishment Type - Persons (General)
	Location Description	Various Pittsburg home sites will receive services provided by staff located at 1035 Detroit Avenue, Suite 200, Concord, CA 94518.

	Planned Activities	The project goal is to assist very low, low, and moderate-income Pittsburgh residents to maintain or start family child care businesses and to provide business development training, technical assistance, and support to help them be viable and successful microenterprises. The objective of Road to Success is to train and provide ongoing support and technical assistance to very, low, and moderate-income Pittsburgh residents who want to become family child care providers or want to sustain successful family child care home (FCCH) microenterprises. There are many currently licensed FCCH businesses in Pittsburgh that need assistance to stay in business and thrive. In Pittsburgh, Road to Success will continue microenterprise development efforts and serve a total of 15 clients during the year. Some providers have succeeded and even expanded (with parents on wait lists) to meet the cities' child care needs, including the need for quality care and early education. The project will be cost-effective and deliver achievable objectives for this priority need to help microenterprises stay in business and generate revenue. This financially stable agency has the experience and capacity to complete the project in a timely manner. The project will create and maintain jobs through small business development, meet the community's need for child care so families can work or find work, and give children, including low-income children, quality care and early education so that they can succeed. Retention, sustainability and recruitment are also included in the project goal. Road to Success will improve the chances for success for home-based family child care microenterprises, thus building economic self-sufficiency, sustaining employment, improving the quality of care and early education for children, stimulating local economies, and fostering small business profitability for target populations in all jurisdictions.
	Project Name	2018-2019 Open Opportunities - Future Build Pre-Apprenticeship

4	Target Area	City of Pittsburgh
	Goals Supported	CD-6 Economic Development
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$25,000
	Description	Open Opportunities is a CBDO. Future Build is a 16-week Pre-Apprenticeship Training Program offered in the spring and summer for 16 low income Pittsburgh residents, ages 18 and older in solar, energy, and construction trades. Future Build provides a life changing experience for the trainees that leads to re-engagement in the workforce, family, community, and post-secondary educational opportunities.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Future Build will serve 16 low income Pittsburgh residents ages 18 and older, who are unemployed, underemployed, or displaced workers. Performance Measures: Objective - Creating Economic Opportunities Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code - 05H Employment Training HUD National Objective - LMC HUD Accomplishment Type - Persons (General)
	Location Description	Future Build hands on training lab is located at 2555 Harbor Street and the Academic Classrooms are located at the Pittsburgh Adult Education Center, 1151 Stoneman Avenue, Pittsburgh, CA. In addition to the prime locations for the hands on and academic training, trainees also perform community service benefit projects throughout East Contra Costa County in City and County parks and facilities.

	Planned Activities	Future Build is a 16+ week pre-apprenticeship training course for a minimum of twenty (20) participants per cohort in the building trades and solar theory, construction, and installation. The core curriculum Pre-Apprenticeship Certificate Training (PACT) developed by the Home Builder's Institute (HBI) and the Multi Craft Core Curriculum developed by the Building Trades Council, both are recognized by the US Department of Labor lead to a pre-apprenticeship certificate. PACT integrates work-based learning with vocational and academic skills training. Related academics (contextual learning) industry-focused job readiness, employability skills, career development, life skills, and on the job training are all part of PACT. An entry level curriculum, PACT relies on the training program or its instructor to provide a project (rehab, new construction, or community benefit project, etc.) to teach intensive hand-on, jobsite experience, where students can apply the skills introduced in the classroom. Approximately 50% of Future Build participants are between the ages of 18-33 and they have found that the hands-on approach is particularly engaging as it gives them the opportunity to gain knowledge in a manner that address their learning style. Thus, PACT training increases the likelihood they will complete their instruction, gain the construction skills needed to build a career and learn what it takes to obtain and retain a job. In addition, the hands-on approach has a positive impact on self-esteem and responds to the need for immediate gratification. This translates into more students completing training, achieving higher skills retention, pursuing further education or training and remaining gainfully employed. The classroom component is designed to reinforce construction math, safe and proper use of hand and power tools, blue print reading, vocabulary and terminology as well as employability skills. The hands-on training component exposes them to trade skills experience, tool use, jobsite safety, productive work habits and application of mathematical concepts.
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		Students are not only introduced to building, they are also exposed to its theory and practice while they are exposed to several industry trades. Efforts are made to introduce students to all aspects of the industry and its variety of careers.
5	Project Name	2018-2019 Workforce Development Board - Small Business Development Center
	Target Area	City of Pittsburg
	Goals Supported	CD-6 Economic Development
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$10,000
	Description	Provide business management training and consulting services to 10 new or existing businesses to create or retain jobs. The Small Business Development Center (SBDC) delivers group training and individualized advising to support low and moderate-income individuals achieve self-sufficiency by starting and/or growing micro-enterprises. The project, utilizing matching SBA funds, also supports the creation of additional employment opportunities in key sectors by delivering services focused on accessing capital, securing certifications/procurement contracts, exporting, and increasing sales.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	This program will benefit 10 low/moderate income individuals from Pittsburg that are currently self-employed or less than a year from achieving that goal. Performance Measures: Objective – Creating Economic Opportunities Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code – 18C Micro-Enterprise Assistance HUD National Objective - LMC HUD Accomplishment Type - Persons (General)

	Location Description	Most advising and trainings are delivered at the main office at 300 Ellinwood in Pleasant Hill but some individualized advising will take place at the business locations of clients. Additional venues will vary based on in-kind donations from community partners of training and advising space. They include, but are not limited to 985 Railroad Ave, Pittsburg, California 94565.
	Planned Activities	The SBDC takes great pride in 'leveling the playing field' for current and aspiring small business owners. They target and serve LMI populations because self-employment is a viable solution for economic self-sufficiency regardless of education level or family circumstance. Unfortunately, in the County of Contra Costa, there are few business technical assistance providers in the private, nonprofit and public sectors. SBDC and its host, the Workforce Development Board of Contra Costa, are well-positioned to meet the training and management advising needs of businesses of all sizes.
6	Project Name	2018-2019 Opportunity Junction - Job Training and Placement
	Target Area	City of Pittsburg
	Goals Supported	CD-6 Economic Development
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$25,000
	Description	Provide training and job placement assistance to 1 low income Pittsburg residents. The Job Training and Placement Program (JTPP) is designed to address all the barriers faced by hard-to-serve low-income adults seeking to enter the job market at sustainable wages. The program integrates computer training with life skills, paid experience, case management and psychological counseling, career counseling and job placement, and long-term ongoing support. Participants enter administrative careers that enable them to become self-sufficient.
	Target Date	6/30/2019

Estimate the number and type of families that will benefit from the proposed activities	Estimated to help approximately 1 low income Pittsburg residents. Opportunity Junction serve East and Central County adults who are low- income and confront one or more barriers to employment, such as a history of domestic violence, recovery from substance abuse, a criminal record, past job instability or limited out-of-home work experience. The Job Training and Placement Program participants are primarily women (93%) and reflect the diversity of those living in poverty in Contra Costa County, with 7% Asian or Pacific Islander, 23% African American, 29% Latino, 27% White, and 14% Multiracial. The average participant is responsible for 2 school-age dependents. Performance Measures: Objective – Creating Economic Opportunities Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code – 05H Employment Training HUD National Objective - LMC HUD Accomplishment Type - Persons (General)
Location Description	3102 Delta Fair Blvd., Antioch, CA 94509

	Planned Activities	The Opportunity Junction Job Training & Placement Program prepares participants for real, high-quality jobs that pay family-sustaining wages. Specifically, the program consists of the following: Twelve Weeks of Full-Time Training: * Life Skills, an interactive curriculum including many teambuilding exercises and covering goal-setting, overcoming obstacles, managing change, self-care, financial literacy, business etiquette, and communications. * Computer Skills covering Windows, Internet research, and the Microsoft Office Suite (with onsite testing for the Microsoft Office Specialist certifications). * Academic Skills including Business English, Business Math, and Test-Taking Skills. Up to Four Months Paid, On-the-Job Experience: Opportunity Junction hires participants as interns as part of our Staffing Services social enterprise to provide contracted services for local businesses and administrative support for the staff. This experience gives interns confidence in applying their new skills to real world projects and challenges. Support Services: Case managers closely support participants throughout their stay and for 18 months following job placement, ensuring that each participant is linked to childcare, health care, transportation, and other needed services. Personalized Job Placement: To facilitate a good fit between participants and employers, interns engage in comprehensive career-building activities such as skill and interest assessment, job search, resume and cover letter preparation, and interview practice.
7	Project Name	2018-2019 City of Pittsburgh - Code Enforcement
	Target Area	City of Pittsburgh

	Goals Supported	AH 2 - Code Enforcement
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$150,000
	Description	Comprehensive inspection and enforcement of all state and municipal statutes and regulations related to the reduction and removal of substandard and dangerous housing as well as property conditions, which contribute to slum and blight, disruptive criminal behavior, and activity within the targeted low-income neighborhood(s).
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Estimated to help approximately 1,000 Pittsburgh households or 26,045 persons in low and moderate-income census tracts. Comprehensive inspection and enforcement of state and municipal statutes that impact substandard housing and neighborhood conditions in various low-income areas throughout the City. Performance Measures: Objective – Creating a Suitable Living Environment Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code – 15 Code Enforcement HUD National Objective - LMA HUD Accomplishment Type - Persons (General
	Location Description	A concentrated effort will be placed on the following Census Tract and Block Group Numbers: 3100, 3110, 3120,3131.01,3131.02, 3131.03, 3132.03, 3132.04, 3132.06

	Planned Activities	Project goal is to improve housing and property conditions and reduce slum and blight. Maintaining the existing level of personnel offers the opportunity to enhance the existing enforcement efforts and the level of services needed to abate hazardous/substandard living conditions (dwellings and properties). Establish acceptable standards for long term benefit and resident involvement; to initiate partnerships with the property owners and residents that establish goals to improve the quality of life and personal and neighborhood pride. Code Enforcement: active field patrol, initiation of complaints and investigations of properties and residential dwellings that have conditions contributing to slum and blight and substandard dangerous housing. Provide neighborhoods with the coordinated resources and education to improve their quality of life integrated with a methodology for enhanced long-term neighborhood maintenance.
8	Project Name	2018-2019 Opportunity Junction -Technology Center
	Target Area	City of Pittsburgh
	Goals Supported	CD-1 General Public Services
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$10,000
	Description	Opportunity Junction's evening Technology Center provides low-income workers, job-seekers, and seniors with accessible training in computer applications, English as a Second Language, typing, and Spanish. The Technology Center, which operates Monday through Thursday from 6 pm to 9 pm, also offers free access to computers and the Internet.
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	Estimated to help approximately 100 low income Pittsburg residents. Opportunity Junction serve low-income East and East Central County adults, with an emphasis on those with Limited English Proficiency. Approximately 61% of the clients self-certify as Extremely Low Income, which usually means that they are living below the poverty line. Performance Measures: Objective - Creating a Suitable Living Environment Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code - 05 Public Services HUD National Objective - LMC HUD Accomplishment Type - Persons (General)
	Location Description	3102 Delta Fair Blvd., Antioch, CA 94509

	Planned Activities	The Opportunity Junction Technology Center is a unique hub of learning and tutoring that helps low-income community members overcome deficits in language, computer skills, and Internet access. For many community members, their goals in overcoming those deficits are explicitly employment-related; to get a job, keep a job, or earn a raise or promotion. For them, the Technology Center provides hope and a way forward. Since Opportunity Junction Technology Center launched the program in 2003, it has offered classes to address the language and digital divides found in the communities of East Contra Costa: • Multi-level drop-in classes in English as a Second Language (ESL) taught by a credentialed Adult Education Teacher (6 hours a week), with materials provided at no cost to students • A rotating and repeating schedule of Computer Basics classes, taught by volunteer instructors, with materials provided at no cost to students, including: Windows, Email, Internet, Word, PowerPoint, and Excel. Opportunity Junction Technology Center expanded the roster of evening classes to respond to the needs expressed by Technology Center participants by adding: • More advanced computer instruction in Windows, Email, Internet, and Word • Spanish-language computer basics classes (Computacion Basica) • Classes in Spanish (for English speakers) • Citizenship Classes (in partnership with the International Institute) • A drop-in Typing class with an instructor
9	Project Name	2018-2019 People Who Care (PWC) After School Program
	Target Area	City of Pittsburg
	Goals Supported	CD-3 Youth
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$10,000

Description	The PWC proposed After-school Program consist of Community Service, Job Training/Employment, Mental Health Services, and Peer Counseling is a much-needed support for high-risk juveniles. Most participants do not have access to after school programs and are referred by the school district or a juvenile probation facility due to expulsion, behavioral issues and truancy. The program's target population is at-risk youth and young adults between the ages of 14 to 21. The target population has many of the following characteristics in common such as parents who have been or are incarcerated; parents who are recovering from chemical dependency or are chemically dependent: experienced or witnessed domestic violence; youth who have experimented with alcohol and/or drugs; little education (below grade level); involved or previously involved in gang activity; lack career goals or future goals.
Target Date	6/30/2019
Estimate the number and type of families that will benefit from the proposed activities	Estimated to help approximately 100 low and moderate-income youth residing in Pittsburg. Performance Measures: Objective - Creating a Suitable Living Environment Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code - 05D - Youth Services HUD National Objective - LMC HUD Accomplishment Type - Persons (General)
Location Description	PWC's office is located at 2231 Railroad Avenue, Pittsburg, CA 94565. The youth in the program assist in various events and functions throughout the city

	Planned Activities	Every day, 11.3 million children are left alone and unsupervised once the school bell rings. The after-school hours are the peak time for juvenile crime and risky behaviors such as alcohol and drug use. (Source: afterschoolalliance.org/.../AA3PM_National_Report). There is a tremendous need, especially for high-risk youth in low-income neighborhoods, for programs that provide activities and support for youth during after-school hours and throughout the summer. The PWC Program employs a plan to prevent or intervene in the child's life to deter further or future involvement in the juvenile justice system. The PWC program is designed to assist youth in finding a career path by teaching self-empowerment and providing resources.
10	Project Name	2018-2019 Contra Costa Senior Legal Services
	Target Area	City of Pittsburg
	Goals Supported	CD-2 Non-Homeless Special Needs Population
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$10,000
	Description	Contra Costa Senior Legal Services (CCSLS) provides free legal counseling, advice, representation, and litigation services to low and moderate-income seniors in connection with their housing, income maintenance, consumer and individual rights, and other elder law issues.
	Target Date	6/30/2019

Estimate the number and type of families that will benefit from the proposed activities	Targeted to help 100 low to moderate Pittsburg seniors 62 and over. Performance Measures: Objective - Creating a Suitable Living Environment Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code - 05C Legal Services HUD National Objective - LMC HUD Accomplishment Type - Persons (General)
Location Description	Pittsburg Senior Center: 300 Presidio Lane, Pittsburg, CA 94565
Planned Activities	CCSLS has been providing free legal services and education to Contra Costa seniors for more than thirty years. It is the only non-profit agency that provides legal services exclusively to those 60 and over. They assist in the areas of consumer law, housing, public benefits, income maintenance, and elder abuse. The extent of legal services provided ranges from advice over the telephone to representation in court. Because of their experience working with seniors, they are uniquely adapted to address and respond to the seniors' legal needs. They staff and supervise a 'Consult an Attorney' clinic twice a month at the Pittsburg Senior Center where they provide clients advice and information about legal matters. In addition, they work with residents of senior housing, including Stoneman Village, and provide seminars and outreach. They also meet with numerous Pittsburg residents in its Concord office, both in person and by telephone to provide more in-depth services. For example, it has represented tenants, provided assistance with restraining orders, and counseled Pittsburg residents about debtor's rights. Finally, Pittsburg residents may also access assistance at court by our Senior Self-Help Clinic, established and supervised by CCSLS.
Project Name	2018-2019 STAND! For Families Free of Violence - Emergency Shelter

11	Target Area	City of Pittsburgh
	Goals Supported	CD-2 Non-Homeless Special Needs Population
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$10,000
	Description	STAND! Emergency Shelter can accommodate up to 24 women and their children fleeing life-threatening violent relationships at no cost for up to 3 months. As part of a continuum of care at STAND!, the Shelter provides clients with access to comprehensive supportive services, including food, clothing, social and legal advocacy, vocational assistance, child care, housing referrals, and evidence-based counseling transitioning clients toward independence.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	STAND! will assist at least 12 Pittsburgh residents during the program year.
	Location Description	STAND!'s Rollie Mullen Center (RMC), the site of our Emergency Shelter, is in a confidential location in Contra Costa County, CA. STAND! operates a domestic violence shelter that protects victims from persistent and dangerous abusers. STAND! must keep its shelter's location strictly confidential in accordance with state law (California Health and Safety Code section 124250) and federal law (Violence Against Women Act section 3.22) in the interest of the safety of our clients and staff.

	Planned Activities	STAND!'s Emergency Shelter and supportive services are critical components of the community's safety net for its most vulnerable members. Located at the Rollie Mullen Center (RMC), STAND!'s Emergency Shelter provides 24 emergency beds to women and their children fleeing violent relationships. As the only comprehensive family violence agency in Contra Costa County, STAND!'s Emergency Shelter is the only specialized sanctuary available to victims of domestic violence and their children in the community. All services available at RMC are provided at no cost to clients. Women and children receive up to 3 months of shelter, daily meals, child care, clothing, case management, and peer and professional counseling. Each woman also receives benefits assistance, housing referrals, 24-hour access to phone and voice mail, transportation, legal advocacy, and domestic violence support groups. Children receive therapeutic interventions and age-appropriate support. By co-locating all these interrelated services at one confidential and secure location, STAND! can meet clients' fundamental needs seamlessly and effectively. The shelter is part of an integrated system of care at STAND! that follows clients from the first Crisis Line call through Transitional Housing to independence. The Shelter represents a critical step in this continuum, enabling women and children to process their immediate trauma and move beyond the 'crisis mode' state that results from escaping domestic violence. It is incredibly courageous for victims to break free and seek our assistance by calling the Crisis Line and entering the Shelter. They are there for the next steps and beyond, helping clients heal deep wounds and preparing abused women and children to transition to lives of independence and strength.
12	Project Name	2018-2019 Loaves and Fishes of Contra Costa (LFCC)
	Target Area	City of Pittsburg
	Goals Supported	H2 - Services for Homeless (Non-Shelter Related)

	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$10,000
	Description	Loaves and Fishes provide a hot nutritious meal to anyone who is hungry by serving a hot, noon time, buffet style meal Monday-Friday. By partnering with other agencies that come to their dining rooms, Loaves and Fishes also offer its clients other safety net services such as medical, shelter, and registration for Cal Fresh. Their clients are individuals and families who are homeless or very low to low income residents living in Antioch, Pittsburg, and Martinez.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Estimated to serve 500 Pittsburg residents. Ninety eight percent of clients served are low to very low-income individuals recently out of work, homeless, unemployed, underemployed, or disabled. Loaves and Fishes provides meals and groceries to people who cannot afford to feed themselves or their family a nutritious meal. They serve anyone who is hungry adults, children, families and elderly. Performance Measures: Objective - Creating a Suitable Living Environment Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code - 05 Public Services HUD National Objective - LMA HUD Accomplishment Type - Persons (General)
	Location Description	Pittsburg Dining Room-1415 Simpson Court Pittsburg

	Planned Activities	Loaves and Fishes serves the hungry of Contra Costa County. Its meals are free to anyone who is hungry. The need is nutritious food and the issue is there are people who cannot afford to purchase it. By providing a free meal, Loaves and Fishes are fulfilling both areas of need and issue. Loaves and Fishes prides itself by providing a well-balanced meal, low in salt with a daily emphasis on a fresh green salad, a seasonal fresh fruit salad and entrée. In the last year Loaves and Fishes has worked very hard to expand its mission with the goal to do more for its clients. Providing food is very important, but Loaves and Fishes wanted to do more and has changed its mission to "The mission of Loaves and Fishes of Contra Costa is to provide community-based food programs and partner services that focus on basic needs." Loaves and Fishes nourish lives by partnering with other nonprofits in the community to provide basic safety net services at its dining rooms in a cost-effective manner.
13	Project Name	2018-2019 Contra Costa County Health Services CORE program
	Target Area	City of Pittsburg
	Goals Supported	H2 - Services for Homeless (Non-Shelter Related)
	Needs Addressed	Homeless Prevention
	Funding	CDBG: \$10,000
	Description	The Coordinated Outreach Referral and Engagement (CORE) Outreach Program specifically benefits chronically homeless individuals, transitional age youth (ages 18-24 years old), and families living on the streets.
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	Estimated to help approximately 80 unsheltered individuals in Pittsburgh. Performance Measures: Objective - Creating a Suitable Living Environment Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code - 05 – Public Services HUD National Objective - LMC HUD Accomplishment Type - Persons (General
	Location Description	Outreach will be conducted to unsheltered individuals across encampment locations, and other locations known where individuals are sleeping outside, or otherwise not meant for human habitation in the city.
	Planned Activities	Outreach will be conducted to unsheltered individuals. CORE Outreach Program aims to provide day and evening outreach in small multidisciplinary teams that will work collaboratively to engage and stabilize homeless individuals living outside and deliver health and basic need services and aid in obtaining interim and permanent housing. Through building trust with individuals and families that are not being served or are underserved by existing community services and delivery systems, CORE Outreach Program intends to engage with individuals, conduct initial housing and services assessments, provide connections to Healthcare for the Homeless and County Mental Health to establish care for chronic physical and mental health conditions, provide Medi-Cal and other benefits access, and service linkages to CARE centers to support interim and permanent housing goals and other needs as necessary.
14	Project Name	2018-2019 Court Appointed Special Advocates (CASA)
	Target Area	City of Pittsburgh
	Goals Supported	CD-2 Non-Homeless Special Needs Population
	Needs Addressed	Non-Housing Community Development

	Funding	CDBG: \$10,000
	Description	Provide advocacy, mentoring and representation services to abused and neglected children who are wards of the County's Juvenile Dependency Court to improve access to health and social services and a safe and permanent living situation.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Estimated to help approximately 25 low to moderate-income youth residing in Pittsburg. Performance Measures: Objective - Creating a Suitable Living Environment Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code - 05D - Youth Services HUD National Objective - LMC HUD Accomplishment Type - Persons (General)
	Location Description	The CASA program is not site based. The program provides services wherever the children and youth live. The children and youth that CASA serves are placed in every community within Contra Costa County.

	Planned Activities	CASA of Contra Costa County provides volunteer advocacy services to children who are dependents of the Juvenile Court as foster children. CASA volunteers are appointed by the Juvenile Court and work one-on-one with these children, fostering a unique atmosphere of trust and mutual respect leading to a meaningful relationship. CASA volunteers visit the foster home, meet with teachers, mental health providers, attorneys and social workers so they can provide a complete and detailed report to the Juvenile Court about a child's situation, and make recommendations for improvement. Additionally, CASA volunteers provide fun activities and support to the child. They take them to the movies, for a walk, or to a museum or baseball game. They talk to the children about what is important to them, and what would make their lives easier. The CASA volunteer is often the only adult in the child's life who is not paid to care for them, and for many children this is the most valuable part of having a CASA volunteer working on their behalf.
15	Project Name	2018-2019 St. Vincent de Paul of Contra Costa County - Rota Care Program
	Target Area	City of Pittsburg
	Goals Supported	CD-1 General Public Services
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: \$10,000
	Description	St. Vincent de Paul's RotaCare Pittsburg Free Medical Clinic offers medical care to uninsured, poor, and low-income residents of Pittsburg for the relief of pain and suffering. The Clinic is open weekly on Wednesdays from 4-8 p.m., and the second and fourth Saturdays, 9-12 pm. Volunteer doctors, nurses, pharmacists, social workers, translators, and administrators offer services at no charge. All treatment, lab services, x-rays, ultra-sound and other diagnostic tests, along with all pharmaceuticals are provided free of charge.

	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	This program is estimated to help 840 Pittsburg residents. The specific populations served are the uninsured, low-income, minority population of East County in need of medical care. Over 90 percent of the patients served are minority and over 98 percent of the patients served have incomes below 200 percent of the Federal Poverty Level. Performance Measures: Objective - Creating a Suitable Living Environment Outcome - Availability/Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code - 05 Public Services HUD National Objective - LMC HUD Accomplishment Type - Persons (General)
	Location Description	The St. Vincent de Paul Free Medical Clinic Program is located at the St. Vincent de Paul Family Resource Center: 2210 Gladstone Drive, Pittsburg, CA 94565. Additionally, St. Vincent de Paul has 27 neighborhood-based locations that provide emergency food, clothing, utility assistance, rental assistance and other emergency assistance.

	Planned Activities	The mission of the RotaCare Pittsburg Free Medical Clinic at St. Vincent de Paul is to improve availability and access to health services for low income and underserved residents of East County, for residents of Pittsburg where significant health disparities exist. Despite the reforms made by the Affordable Care Act, the services provided by free and charitable clinics are more important than ever. Over the last two years, Free and Charitable Clinics have seen a 40 percent increase in patient demand, but a decrease in donations. The clinic at SVdP is also encountering a similar increase in patient demand. The RotaCare Pittsburg Free Medical Clinic at St. Vincent de Paul was developed to provide healthcare services to the uninsured and those unable to pay for healthcare services. Based on the socio-economic status of our patients, the RotaCare Pittsburg Free Medical Clinic serves those particularly impacted by health disparities. Initially conceived as an urgent/primary care clinic, the RotaCare Pittsburg Free Medical Clinic at St. Vincent de Paul has evolved to provide chronic care patient education and monitoring, as 50% of clinic visits involve chronic disease treatment or management. The health outcomes of the underserved and low-income residents utilizing the services of our clinic are impacted heavily by the ability to affect their response to chronic diseases. All services are provided FREE OF CHARGE to patients. A licensed Pharmacist dispenses all medications. Any lab services or radiology services are provided free of charge to patients. Referrals are made to Quest Diagnostics and Antioch Imaging for these additional services. St. Vincent de Paul covers all costs of referring patients for lab tests, (to Quest Diagnostics-Pittsburg), and x-rays/MRI/ultrasound imaging (at Antioch Medical Imaging). Follow up required for lab/radiology results are provided by Medical Director Dr. Hamid Khonsari.
	Project Name	2018-2019 Housing Rehabilitation Program

16	Target Area	City of Pittsburgh
	Goals Supported	AH 1 - Housing Rehabilitation
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$154,031
	Description	Assist in the development of viable communities by providing decent housing and a suitable living environment through the provision of subsidized housing rehabilitation loans for very-low and low-income households.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Estimated to help approximately 4-5 Pittsburgh residents. Performance Measures: Objective – Creating a Suitable Living Environment Outcome – Availability and Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code – 14A – Rehab Single Unit Residential HUD National Objective - LMH HUD Accomplishment Type – Housing Units
	Location Description	Citywide

	Planned Activities	The City will provide low-interest rehabilitation loans to Pittsburg homeowners for improving their property. This program is funded by the CDBG program. To qualify for the housing rehabilitation program, applicant must live in the City limits, home is owner occupied, and applicant must be “low to moderate” income (this income changes annually and is based on household size and total family annual income). • Maximum loan available is \$30,000. • Health and safety hazards will be given top priority for consideration in the program. • Loan funds may be used for various improvements but are required to fall under the category of health and safety, property maintenance, functional obsolescence, energy efficiency, or removal of architectural barriers for the disabled. Common repairs permitted under this loan program include, but are not limited to: new roofs and gutters; electrical and plumbing upgrades; and installation of ramps and grab bars.
17	Project Name	2018-2019 Interfaith Council of Contra Costa County - Winter Nights Emergency Family Shelter
	Target Area	City of Pittsburg
	Goals Supported	H 1 - Shelter for Homeless Population
	Needs Addressed	Homeless Prevention
	Funding	CDBG: \$10,782
	Description	Winter Nights Rotating Family Shelter is a project of the Interfaith Council of Contra Costa County. Program provides emergency shelter, food, tutoring, transportation, case management, housing placement assistance and more to homeless families living primarily in East and Central County. Winter Nights operates from October through May each year, and can serve up to 30 persons at any given time.
	Target Date	6/30/2019

	Estimate the number and type of families that will benefit from the proposed activities	Estimated to help approximately 12 Pittsburg residents. Performance Measures: Objective – Creating a Suitable Living Environment Outcome – Availability and Accessibility HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code – 05 – Public Services HUD National Objective - LMC HUD Accomplishment Type – Persons (General)
	Location Description	The rotating shelter moves from location to location every two weeks from October until the end of May or early June. Over 40 host and participating locations, primarily in Central and East County, provide space, meals, and volunteers. A full list of these locations is listed in Attachment Other-ICCC Participating Faith Communities.
	Planned Activities	Winter Nights Rotating Family Shelter is a project of the Interfaith Council of Contra Costa County that was begun over eleven years ago. Winter Nights is an emergency shelter for homeless families supported by hundreds of volunteers from member faith communities throughout central Contra Costa County. Beginning in October and open until mid-May, the shelter location moves from location to location every two weeks during the cold winter months. Each participating faith community provides nighttime shelter (usually in a social hall but sometimes in a sanctuary), three meals a day, volunteer tutoring for school children and weekend activities for the clients. Tents are provided each family for privacy while living in the shelter, and each person receives a sleeping bag which they can take with them when they leave. A paid professional staff person is on duty 24 hours a day during the Winter Nights season. The shelter capacity is approximately 30 people per night.
18	Project Name	2018-2019 Veterans Square Housing Project
	Target Area	City of Pittsburg

	Goals Supported	AH-3 Increase Affordable Supportive Housing Supply
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$101,541
	Description	The project will provide permanent supportive housing benefiting low income, elderly, formerly homeless and disabled Veteran households in the City of Pittsburg.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	The project will have 29 rent restricted units for special needs veteran households. Performance Measures: Objective – Providing Decent Affordable Housing Outcome – Affordability HUD Performance Measure Type - Provide New or Continuing Access to a Service HUD Matrix Code – 01 – Acquisition of Property HUD National Objective - LMH HUD Accomplishment Type – Housing Units
	Location Description	901 Los Medanos, Pittsburg, CA
	Planned Activities	The funding will be used for land acquisition so that the Project can be constructed.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Citywide.

Geographic Distribution

Target Area	Percentage of Funds
City of Pittsburgh	100

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Funding will be allocated citywide.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Priority is assigned based on the level of need that is demonstrated by the data that has been collected during the preparation of the Consolidated Plan, the information gathered during the consultation and citizen participation process and the availability of resources to address these needs. Based on all these components, affordable housing, homelessness, non-housing community development needs and grant administration are all considered “high” priorities.

Actions planned to address obstacles to meeting underserved needs

Special needs groups such as elderly/frail elderly, persons with disabilities, persons who are victims of domestic violence live throughout the City. Given that these special needs populations have various obstacles to accessing housing and various services, the City will continue to provide CDBG funds for housing rehabilitation activities, public facility/infrastructure improvements, and public service activities that improve the quality of life for special needs groups.

Actions planned to foster and maintain affordable housing

The Housing Authority reestablished the First Time Homebuyer (FTHB) Program in 2017-2018. CalHome and Housing Successor Agency loan repayments and interest earned are funding the FTHB Program. The FTHB Program provides down payment assistance in the form of low interest deferred loans to eligible low to moderate income borrowers purchasing a home in Pittsburgh. The City and the Housing Authority recognize the need to provide down payment assistance for persons/families to obtain affordable housing. The Program will provide up to \$20,000 in down payment assistance that bears three percent (3%) interest with a term of 30 years. Repayment of the loan is deferred until the property changes title or is refinanced for cash out. The borrower will be required to pay at least 1 percent (1%) of the down payment. Program eligibility will be based on income requirements. Additionally, each participant shall execute a promissory note secured by a deed of trust recorded against the home. The Program provides home ownership opportunities to those who may not have been able to purchase a home because of income limitation. The Program will strengthen the community by providing residents a long-term stake in their neighborhoods.

The Housing Rehabilitation Program provides owner-occupied residential rehabilitation financial assistance in the form of low-interest deferred loans. Many of these homes are occupied by low income families including senior citizens. These families own their home,

are on a fixed income, and do not have the financial means to keep up with the maintenance of the home. Therefore, maintenance and repairs to their homes are almost impossible. The program is available to low income households. All eligible households may apply. This program meets their needs as most of them qualify for the low-interest deferred loan requiring no monthly payment until the home is sold or transferred.

Pittsburg strives to create additional opportunities for its low-income residents by providing access to resources. The City has been approached by GRID Alternatives a nonprofit organization that brings the benefits of solar technology to communities that would not otherwise have access. GRID Alternatives lead teams of volunteers and job trainees to install solar electric systems for low-income homeowners, providing needed savings for families struggling to make ends meet, preparing workers for jobs in the fast-growing solar industry, and helping clean the environment. Pittsburg funds the Future Build program and has partnered with Grid Alternatives to install solar power on homes for low-income families. In 2017 Future Build assisted in installing solar on 4 Pittsburg homes and anticipate doing another 4 in 2018.

Actions planned to reduce lead-based paint hazards

As identified in the Consolidated Plan, the State Health Department states that children in California are at risk for lead poisoning. Children are especially vulnerable to this toxin found in old (pre – 1978) paint, which can cause brain damage, retardation, neurological problems, kidney damage, and a host of other serious consequences. Lead Hazard is especially a concern for the City, given that lead hazard is estimated to be 90 percent in pre-1940 housing units. The City will continue to protect residents from lead-based paint hazards in housing funded with CDBG funds by conforming to HUD regulations 24 CFR Part 35. This regulation addresses the need to reduce or eliminate lead-based paint hazards in federally owned housing and housing receiving federal funds. The City requires its subrecipients to agree to include requirements for compliance with this regulation. The City requires that recipients of homeowner rehabilitation funds sign HUD's Notification for Lead Based Paint and that any abatement required be included in the home's repairs.

Actions planned to reduce the number of poverty-level families

Pittsburg will employ a variety of strategies to help alleviate poverty in the city, including efforts to stimulate economic growth and job opportunities, and to provide residents with the skills and abilities required to take advantage of those opportunities. The City uses a portion of its CDBG funding to provide grants to non-profit agencies to operate the Public Services programs that serve the homeless in the community, which directly impact poverty-level individuals. The City, through its various departments, provides services and

supports programs that promote personal responsibility, independence and self-sufficiency.

Actions planned to develop institutional structure

Pittsburg will continue to participate in the Contra Costa HOME/CDBG Consortium. The county-wide Consortium provides a unified approach in coordinating the allocation of CDBG, HOME, HOPWA, and ESG funds. The Consortium is a model of intergovernmental cooperation and coordination. The Consortium members coordinate Consolidated Planning efforts and have developed a streamlined process for applicants to complete one application for multiple jurisdictions and, once funded, complete one periodic performance report for all funding jurisdictions. This joint effort has eased the administrative burden for Subrecipients and allows jurisdictions to easily share information. Furthermore, the Consortium established a multiple-year funding cycle that has greatly reduced the time spent on completing and reviewing applications for both Subrecipients and CDBG/HOME staff respectively.

Actions planned to enhance coordination between public and private housing and social service agencies

Consortium jurisdictions work on strategies and actions designed to overcome identified impediments and eliminate problems of housing discrimination. CCICH works with local jurisdictions, public and private agencies, the interfaith community, homeless advocacy groups, and other community organizations to implement the CoC's plan to alleviate homelessness. Most of the City's goals and objectives within the 2015-2020 Consolidated Plan and Annual Action Plan are met through activities that are carried out by Subrecipients that are primarily public and private agencies within the County, including non-profit organizations. There is ongoing concern about the long-term capacity of the non-profit community during these severe budgetary times and their ability to comply with often complex federal regulations and requirements in implementing federally funded programs. Pittsburg will continue to support these agencies by providing technical assistance, helping to establish collaboration between agencies and with funding, when possible.

Discussion

Pittsburg works closely with public and private affordable housing providers as well as with Contra Costa County's Public Health, Behavioral Health and Homeless Services departments, and various agencies to coordinate the allocation of funds to best meet the needs of the City's low to moderate income residents and the special needs population.

This coordination leverages CDBG funds to maximize their impact.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	12,500
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	12,500

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.	
Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00% 2018-2019

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

DATE: April 2, 2018

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Mayor Longmire called the meeting of the City Council to order at 7:03 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 6:00 P.M. for Closed Session for the following items:

Chris Lanza fame spoke prior to Closed Session with regard to Item 3.

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

Property: Harbor (APN 088-171-037 and APN 086-214-025; Negotiators: Joe Sbranti, Maria Aliotti; Negotiating Parties: Contra Costa County; Under negotiation: Both price and terms of payment

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

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

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

One (1) case

4. CONFERENCE WITH LEGAL COUNCIL - ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (3) of

subdivision (d) of Section 54956.9:

One (1) case

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

ROLL CALL

Vice Mayor Evola was absent and excused.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

PRESENTATIONS

MCE Presentation

Representatives from MCE outlined the program which is now in effect.

CITY MANAGER'S REMARKS

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

CITIZENS REMARKS

Mary Eastwood, Brentwood, on behalf of the Delta Chapter Women's Council of Realtors, invited the Council to their luncheon on May 11.

Robert Goldsmith, Pittsburg, spoke regarding the homeless problem, particularly on his property.

Richard Thomas, Pittsburg, inquired about the status of the golf course.

Larry Reasoner, Pittsburg, asked for copies of the abatement of his property sent to the Courts by the Police Department.

Mark Linde, Pittsburg, spoke regarding the plight of the homeless, especially veterans, and asked for community outreach.

CITY COUNCIL MEETING

PUBLIC HEARING

5. Introduction and Waive First Reading of an Ordinance adding Polystyrene Products Regulation to the Pittsburg Municipal Code

Mayor Longmire opened the Public Hearing.

Bruce Ohlson, on behalf of the bicycle community, stated they are in support of both ordinances (Items 5 and 6).

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

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

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

6. Introduction and Waive First Reading of an Ordinance Amending Chapter 8.07 Plastic Bag Regulation

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

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

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

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

**COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION,
PITTSBURG POWER COMPANY AND SUCCESSOR AGENCY CONSENT CALENDAR**

City Manager Sbranti noted changes to the goals list in Item 14 as follows:

On page 6 wording in item 1 is corrected to read: Complete five capital projects by June 30, 2019 (see project schedule) within approved project budgets determined at the time of award. On page 11, Item 5 was added to include: Survey in-person customers to rate their experience with staff and permit process.

On motion by Member Killings, seconded by Member Banales to adopt without Item 11, and carried by the following vote:

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

7. Minutes of March 19, 2018

8. Adoption of a City Council Resolution Authorizing California Beverage Container Recycling and Litter Reduction Act Funding Request

9. Adoption of a City Council Resolution Accepting the Public Improvements within

Subdivision 9380, San Marco Unit 12 for Continuous Maintenance

10. Adoption of a City Council Resolution Accepting Grant Funds from Caltrans and Authorizing a Consultant Service Agreement with Fehr & Peers for Preparation of the Pittsburg Active Transportation and Safe Routes Plan

12. Adoption of a City Council Ordinance Adding Chapter 9.27, "Camping," to the Pittsburg Municipal Code

13. Adoption of a City Council Resolution to Create a Master Pay Schedule as Required by California Public Employees' Retirement System

14. By Minute Order, Adopt City Goals and Priorities for FY 2018-19

The following item was considered separately:

11. Adoption of a City Council Resolution Authorizing the Acquisition of the Property Located at the Northwest Corner of Railroad Avenue and Civic Avenue (APN 086-100-015) and Approving an Interfund Loan Between the City's General Fund and Sewer Fund

On motion by Member Banales, seconded by Member Killings to adopt with a five year repayment plan and carried by the following vote:

AYES: Banales, Craft, Killings, Longmire

ABSENT: Evola

COUNCIL MEMBER REPORTS/REMARKS

Member Killings attended the land use subcommittee and the Clean Pittsburg team event on Saturday. He commended the grass roots efforts by that team taking pride in Pittsburg and curbing litter. He asked that a Community Engagement Subcommittee be established to encourage more community engagement. He also thanked Public Works for their attention to responding to the Clean Pittsburg team's efforts.

Member Banales thanked staff and the City Manager's leadership along with the executive team for their work on the goals.

Member Craft attended the Recognition Committee on Saturday where a memorial in the John Buckley Square area for Timi Tumbaga was discussed. She also attended the Tri Delta Transit meeting where one topic was the shuttle service for the Seafood Festival. She stated the Chamber of Commerce will be working on a marketing strategy to be brought forward to the Tri Delta Transit board. She also noted the upcoming opening of eBart with events both in Pittsburg and Antioch.

Mayor Longmire thanked Wolfgang Croskey for his efforts in helping combat litter. He also noted that Member Craft was recognized by Assemblymember Tim Grayson as the Woman of the Year in District 14.

ADJOURNMENT

The City Council meeting was adjourned at 8:14 P.M. to April 9, 2018.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

DATE: 4/5/2018

TO: Mayor/Chair and Council/Agency Members

FROM: Joe Sbranti, City Manager/Executive Director

SUBJECT: Adoption of a City Council Resolution, Pittsburg Power Company Resolution and Resolution of the Southwest Pittsburg Geologic Hazard Abatement District II Board of Directors Approving a List of Civil Engineering Firms for On-Call Professional Engineering Services and Authorizing the City Manager/Executive Director to Enter into Agreements with Selected Firms

MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

The Civil Engineering On-Call list will allow staff to use pre-qualified civil engineering firms on an as-needed basis to perform design work, surveying, and studies as required to augment Staff in performance of functions for the City, Pittsburg Power Company or Southwest Pittsburg Geologic Hazard Abatement District II (GHAD).

FISCAL IMPACT

None from approval of the proposed on-call civil engineering list. No task orders will be issued to any of the firms on this list without City Council, Pittsburg Power Company or Southwest Pittsburg Geologic Hazard Abatement District II (GHAD) Board approval of a project budget for project design or engineering studies.

RECOMMENDATION

City Council, Pittsburg Power Company and Southwest Pittsburg GHAD Board adopt the attached resolutions approving the on-call civil engineering list and authorizing the City Manager/Executive Director to enter into agreements with selected firms.

BACKGROUND

On September 21, 2015, the City Council adopted Resolution 15-13105, approving a list of 20 on-call civil engineering firms qualified to provide engineering services to the City on an on-call basis. That list was valid for a period of two years.

There have been several surveying, planning and traffic studies performed under the previous on-call list. Consultants from the City's on-call civil engineering list worked on the majority of Capital Improvement Program (CIP) projects that are completed, under construction, or being designed.

The proposed on-call civil engineering list will include consultants that have been pre-qualified for certain areas of expertise for which Staff anticipates having a need. The on-call list will be valid for a period of two years for the functions of the City, Pittsburgh Power Company and Southwest Pittsburgh GHAD. Prior to a consultant performing any work, an on-call professional services agreement will be executed by the City Manager/Executive Director. Work performed per a professional services agreement will be as requested by a task order issued by the City, Pittsburgh Power Company or Southwest Pittsburgh GHAD.

The maximum fee for each design contract or study performed under a task order per the on-call professional services agreement will be \$250,000. Any task orders over \$250,000 will require City Council, Power Company or GHAD Board approval and an amendment to the on-call agreement. Task orders in an amount less than \$250,000 may be approved based on signing authority limits or by the City Manager/Executive Director up to the maximum amount authorized per the attached Resolutions. Firms will be selected from the on-call civil engineering list by Staff as needed for the individual project requirements. Funding for all task orders issued per the on-call agreements will be allocated by the City Council, Power Company or GHAD Board.

To establish the list attached to this report, staff emailed 28 consulting firms for qualifications (RFQ's). These firms have either had previous experience working with the City, Power Company or GHAD, or requested to be included in the selection process. By the April 16, 2018, deadline staff received statements of qualifications (SOQ's) from 21 civil engineering consulting firms. These proposals were reviewed and evaluated by staff and 19 of them were recommended for the on-call list.

A list of the recommended on-call firms and their locations, in no particular order, is attached to this report.

SUBCOMMITTEE FINDINGS

NA

STAFF ANALYSIS

The on-call civil engineering list will allow for a more rapid design process of many capital improvement projects as well as speed up completion of engineering studies. Without an on-call civil engineering list, staff will be required to request qualifications for every project or study that requires an engineering consultant.

The duties performed by consultants selected from the on-call civil engineering task list is expected to include, but is not limited to, assisting staff with processing documentation related to the City's Capital Improvement Program (CIP), capital improvements for the Pittsburgh Power Company or projects of the Southwest Pittsburgh GHAD; preparation or assistance in the preparation of construction documents, and performing traffic or drainage studies related to future development projects.

The civil engineering firms will be used on an as-needed basis for various projects. Each project that requires civil design will have a budget included in the project for that purpose. Actual costs will depend on the type and duration of the various Projects. Funding for civil design, surveying, and studies will come from the individual project budgets.

Each Professional Service Agreement (PSA) will have a negotiated rate schedule established at the time of contract execution. The consultant will be issued individual task orders against a PSA when specific project needs arise. The “not to exceed” fee for each task order will be negotiated at the time the task order is assigned.

The current proposed list contains 19 firms with varying areas of expertise to ensure that the pool of available consultants is sufficient for future needs. The number of consultants that are pre-qualified does not obligate the City, Pittsburg Power Company or Southwest Pittsburg GHAD to issue any task orders to selected firms. The SOQ’s received are available for review in the City’s Engineering Division.

The City, Pittsburg Power Company or Southwest Pittsburg GHAD will not be under any obligation to award any contracts or to use any “on-call” agreement to its limits. Based on specific project needs, the City Manager or Executive Director may extend the time limit of any agreement by executing an amendment to the agreement.

The City, Pittsburg Power Company or Southwest Pittsburg GHAD may choose to issue additional requests for proposals for civil engineering consultation at its discretion.

A sample Professional Services Agreement is attached to this Staff Report.

ATTACHMENTS: Resolutions
On-Call Civil Engineering List and
Sample Professional Services Agreement

Report Prepared By: Mahta Khalatbari,
Civil Engineer II

BEFORE THE PITTSBURG POWER COMPANY OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving a List of On-)
Call Civil Engineering Firms for)
Professional Engineering Services and)
Authorizing the Executive Secretary to)
Execute Agreements with Selected)
Firms)

RESOLUTION NO. 18-

The Pittsburg Power Company of the City of Pittsburg DOES RESOLVE as follows:

WHEREAS, the Pittsburg Power Company requires the services of civil engineering firms on occasion; and

WHEREAS, the creation of an on-call list of pre-qualified civil engineering firms will reduce the amount of time the Pittsburg Power Company Manager would spend on selecting qualified firms on a project by project basis or emergency basis, thereby resulting in improved service; and

WHEREAS, the City of Pittsburg emailed 28 consulting firms a request for qualifications (RFQ's) to create an on-call Civil Engineering list to perform duties associated with City projects and the Capital Improvement Program; and

WHEREAS, these firms have either had previous experience working with the City or had requested to be included in the selection process. Staff received statements of qualifications (SOQ's) from 21 civil engineering consulting firms; and

WHEREAS, the SOQs received were evaluated and 19 firms were deemed qualified using criteria acceptable to the Pittsburg Power Company Manager and necessary to be included on the on-call Civil Engineering list; and

WHEREAS, Staff request that the Pittsburg Power Company adopt the on-call list of 19 civil engineering firms that City of Pittsburg Staff has evaluated and recommended; and

WHEREAS, work performed per the on-call list shall be by task order per the on-call agreement and based on an agreed upon fee; and

WHEREAS, Staff requests that the maximum fee for each task order for design or studies performed per the on-call professional services agreement will be \$250,000; and

WHEREAS, any task orders over \$250,000 will require Pittsburg Power Company Board approval and an amendment to the on-call agreement; and

WHEREAS, task orders issued in the amount of \$250,000 or less will be approved based on signing authority limits or by the Executive Secretary and will be paid from project accounts previously authorized by the Pittsburg Power Company Board.

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

Section 1.

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

Section 2.

The Pittsburgh Power Company Board hereby adopts, for use, the on-call list of 19 civil engineering firms that City of Pittsburgh Staff has evaluated and recommended.

Section 3.

The adopted list qualified on-call Civil Engineering firms attached to the staff report shall remain in effect for a period of two years and the Executive Secretary is authorized to enter into agreements with these selected firms for use on Pittsburgh Power Company projects.

Section 4.

The maximum amount per task order is set at \$250,000. Estimated costs for on-call Civil Engineering services shall be included in the various project budgets as approved by the Pittsburgh Power Company Board.

Section 5.

The Executive Secretary is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to contract with any of the firms on the on-call civil engineering list to provide professional engineering services.

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Pittsburgh Power Company Board of Directors at a regular meeting held on the 16th day of April 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Chair

ATTEST:

Joe Sbranti, Executive Secretary

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving a List of On-)
Call Civil Engineering Firms for)
Professional Engineering Services and)
Authorizing the City Manager to Execute)
Agreements with Selected Firms)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, on September 21, 2015, the City Council adopted Resolution 15-13105, approving a list of 20 on-call civil engineering firms qualified to provide on-call engineering services for City projects as needed; and

WHEREAS, the City of Pittsburgh has a need for continuing engineering and surveying services to augment the City's engineering staff; and

WHEREAS, Staff requested qualifications from 28 civil engineering firms that had previous experience with the City or had requested to be included in the selection process for an on-call civil engineering list; and

WHEREAS, Staff received a statement of qualifications from 21 civil engineering consulting firms; and

WHEREAS, Staff reviewed the qualifications submitted and has compiled a list of 19 qualified firms to create a list of on-call civil engineering firms for use during the next two years; and

WHEREAS, Staff requests that the City Manager be authorized to execute agreements for on-call professional services with firms on the on-call civil engineering list; and

WHEREAS, Staff requests that the maximum fee for each task order for design or studies performed per the on-call professional services agreement will be \$250,000; and

WHEREAS, any task orders over \$250,000 will require City Council approval and an amendment to the on-call agreement; and

WHEREAS, task orders issued in the amount of \$250,000 or less will be approved based on signing authority limits or by the City Manager and will be paid from project accounts previously authorized by the City Council.

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 City Council approves the attached On-Call list of 19 qualified professional engineering and surveying firms for use on an on-call basis.

Section 3.

The City Manager is authorized to enter into agreements with selected civil engineering firms on the list for use on City projects.

Section 4.

Estimated costs for professional engineering services shall be included in the various project budgets to be approved by the City Council.

Section 5.

The maximum task order fee for each design contract or study performed under a task order shall be \$250,000. Task orders under \$250,000 shall be approved based on signing authority limits or by the City Manager and shall be paid from project accounts previously authorized by the City Council.

Section 6.

The City Manager is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to contract with any of the firms on the on-call civil engineering list to provide professional engineering services.

Section 7.

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 16th day of April 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT
DISTRICT II

In the Matter of:

A Resolution Approving a List of On- Call Civil Engineering, Services Related to the GHAD II District and Authorizing the Executive Director to Enter Into <u>Agreements with Selected Firms</u>	) RESOLUTION NO. 18-
--	-----------------------------

The Southwest Pittsburgh Geologic Hazard Abatement District II DOES RESOLVE
as follows:

WHEREAS, the GHAD II requires the services of civil engineering firms on
occasion; and

WHEREAS, the creation of an on-call list of pre-qualified civil engineering firms will
reduce the amount of time the District Manager would spend on selecting qualified firms on a
project by project basis or emergency basis, thereby resulting in improved service; and

WHEREAS, the City of Pittsburgh emailed 28 consulting firms a request for qualifications
(RFQ's) to create an on-call Civil Engineering list to perform duties associated with City projects
and the Capital Improvement Program; and

WHEREAS, these firms have either had previous experience working with the City or
had requested to be included in the selection process. Staff received statements of
qualifications (SOQ's) from 21 civil engineering consulting firms; and

WHEREAS, the SOQs received were evaluated and 19 firms were deemed
qualified using criteria acceptable to the GHAD II District Manager and necessary to be
included on the on-call Civil Engineering list; and

WHEREAS, Staff request that the GHAD II adopt the on-call list of 19 civil
engineering firms that City of Pittsburgh Staff has evaluated and recommended; and

WHEREAS, work performed per the on-call list shall be by task order per the on-
call agreement and based on an agreed upon fee; and

WHEREAS, Staff requests that the maximum fee for each task order for design or
studies performed per the on-call professional services agreement will be \$250,000; and

WHEREAS, any task orders over \$250,000 will require GHAD II Board approval
and an amendment to the on-call agreement; and

WHEREAS, task orders issued in the amount of \$250,000 or less will be approved
based on signing authority limits or by the Executive Director and will be paid from project
accounts previously authorized by the GHAD II Board.

NOW, THEREFORE, the GHAD II Board resolves that:

Section 1.

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

Section 2.

The GHAD II Board hereby adopts, for use, the on-call list of 19 civil engineering firms that City of Pittsburgh Staff has evaluated and recommended.

Section 3.

The adopted list qualified on-call Civil Engineering firms attached to the staff report shall remain in effect for a period of two years and the Executive Director is authorized to enter into agreements with these selected firms for use on GHAD II projects.

Section 4.

The maximum amount per task order is set at \$250,000. Estimated costs for on-call Civil Engineering services shall be included in the various project budgets as approved by the GHAD II Board.

Section 5.

The Executive Director is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to contract with any of the firms on the on-call civil engineering list to provide professional engineering services.

Section 6.

This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the GHAD II Board of Directors at a regular meeting on the 16th day of April, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwayne "Pete" Longmire, Chair

ATTEST:

Alice E. Evenson, Clerk of the Board

Recommended On-Call List

The following is a list of firms that are recommended for the On-Call Civil Engineering list
(in no particular order with locations and areas of expertise noted):

			Areas of Expertise					
	Firm Name	Location	Surveying	Street	Waterline	Sewer	Storm	Transportation
1	Schaaf & Wheeler	San Francisco			X	X	X	
2	Ruggeri-Jensen-Azar	Pleasanton	X	X	X	X	X	
3	Hultgre Tillis Engineers	Concord		X		X		
4	CBG	San Ramon	X	X	X	X	X	
5	Bellecci	Concord	X	X	X	X	X	X
6	Fehr & Peers	Walnut Creek		X				X
7	LCC	Martinez	X	X		X		
8	Transystems	Oakland		X	X	X	X	X
9	MNS Engineering	San Jose	X	X	X	X	X	X
10	NCE	Point Richmond	X	X			X	
11	Hydroscience	Berkeley			X	X		
12	Brown & Caldwell	Walnut Creek			X	X	X	
13	Harrison Engineering	Concord		X	X	X	X	X
14	Diablo Engineering Group	Walnut Creek		X			X	X
15	CSG Consultants	San Mateo		X	X	X	X	X
16	TJKM Transportation Consultants	Pleasanton						X
17	BKF	Walnut Creek	X	X	X		X	X
18	TRC		X	X				X
19	Quincy		X					

**ON-CALL CIVIL ENGINEERING CONSULTING SERVICES AGREEMENT
BETWEEN
THE CITY OF PITTSBURG AND
[NAME OF CONSULTANT]**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and [REDACTED] ("Consultant") (together referred to as the "Parties") as of [REDACTED], 20[REDACTED] (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Task Orders issued during the term of this Agreement, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Scope of Services. Consultant is expected to perform the following services as specified in Task Orders issued during the term of this agreement:

Assist staff with processing documentation related to the City's Capital Improvement Program, including:

1. Coordination with Caltrans for federal-aid project approvals
2. Facilities planning studies
3. Unanticipated capital improvements/repairs/modifications/studies
4. Programming and project scope development
5. Schematic design and design development
6. Value Engineering, Constructability Review, and Peer Review
7. Project meeting coordination and minutes preparation
8. Preparation or review of detailed cost estimates
9. Internal and regulatory agency project approval coordination
10. Preparation or review of traffic studies
11. Obtaining right of way and easements

Preparation or assistance in the preparation of construction documents:

1. Develop Plan, Specifications and Estimates for projects
2. Coordination with outside agencies and utilities
3. Development of detailed project schedules and cost estimates
4. Assistance during bidding and construction
5. Construction monitoring

6. Shop drawing review
7. Coordination and preparation of change orders
8. Preparation of as built plans from marked construction plans
9. Construction management
10. Surveying

1.2 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on April 16, 2020, all Task Orders issued during the term of this Agreement, shall be completed within three(3) years of the end date of this Agreement unless otherwise terminated by the one or both of the Parties, or extended, as authorized by an amendment to this agreement, executed by the Parties.

1.3 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.4 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.5 Time. Consultant shall devote such time to the performance of services pursuant to Task Orders issued per this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the rate schedule incorporated in Task Orders issued per this Agreement. A total not-to-exceed amount of compensation will be determined by the Task Order(s) issued. In no event shall total compensation exceed the amount of the Task Order, without City's prior written approval. Unless authorized by amendment to this agreement, executed by the Parties, no Task Order shall exceed \$100,000. The total compensation during the term of this agreement shall not exceed \$500,000 unless an amendment to this Agreement is executed by the Parties. The not to exceed dollar amount is not a guarantee that the City will issue Task Orders for that full amount to the Consultant.

but is merely a limit of potential City expenditures per Task Order under this Agreement.

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

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

- A unique invoice number;
- The beginning and ending dates of the billing period;
- A Task Summary identifying the scope of services performed including project name, number, or Task Order name/description
- Detail of Charges including, where appropriate, labor (by sub-category), travel, materials, equipment, supplies, subcontractor charges, and miscellaneous expenses (include title, number of hours, and hourly rate billed).
- An Invoice Summary containing the original Task Order amount, the amount of prior billings, the total due this period, the balance available under the Task Order, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The Consultant's signature.
- Invoices shall be addressed to:

City of Pittsburgh

Engineering Division
Attn: Ron Nevels
65 Civic Avenue
Pittsburg, CA 94565

- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.
- 2.3 Final Payment.** Consultant shall submit its final invoice for each Task Order within 60 days of completing its services. Consultant's failure to submit its final invoice for each Task Order within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.
- 2.4 Reimbursable Expenses.** Reimbursable expenses, if any, are to be specified and included in the total compensation authorized per Task Order. Expenses not listed the approved Task Order are not chargeable to, or reimbursable by, City.
- 2.5 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or

automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate covering the Consultant's errors and omissions.

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

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

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

4.4 All Policies Requirements.

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

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

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

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

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability

under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

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

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

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

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Amendments. The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by

Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

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

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

8.5.1 Immediately terminate the Agreement;

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

8.5.3 Retain a different consultant to complete the work described in the Task Orders issued during the term of this Agreement not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in the Task Orders issued during the term of this Agreement that are unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses

specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant :

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

- 10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”
- 10.10 Integration.** This Agreement, including the scope of work included in any Task Orders issued during the term of this Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement and Task Orders issued during the term of this Agreement, the Agreement shall control.
- 10.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.12 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.13 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

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

CITY OF PITTSBURG

CONSULTANT

Joe Sbranti, City Manager

[NAME, TITLE]

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Ruthann G. Ziegler, City Attorney

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: _____

Title: _____

2784982.1



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

DATE: 3/15/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the Purchasing Policies by Increasing Local Preference for the Purchase of Goods

MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

The City has adopted purchasing policies which provides for the informal and formal purchasing requirements of supplies, general services, professional services, and public works projects. The proposed Local Preference Policy amends the current Local Preference Policy by increasing preference for the purchase of local goods from 1% to 3% for purchases up to \$50,000.

FISCAL IMPACT

While potentially increasing overall costs of goods and supplies purchases by a maximum of \$1,500 per purchase, the Local Preference section of the City's Purchasing Policy requires that all local vendors have a business license, and all sales are subject to sales tax collection. It is estimated that this policy will offset higher purchasing costs by encouraging local businesses to maintain a valid business license, and increasing sales tax revenues.

RECOMMENDATION

It is recommended that the City's Purchasing Policy be amended to increase purchase preference of local goods from 1% to 3% for purchases up to \$50,000.

BACKGROUND

The City has adopted purchasing policies for the informal and formal purchasing requirements of supplies, general services, professional services, and public works projects. Supplies include the purchase or lease of goods and equipment required for the general conduct of the City's business, except supplies for a public works project which is regulated under the California Public Contracts Code. Local, as it applies to the City's Purchasing Policy, can be defined as businesses located in Pittsburg with a valid business license.

The City's current Local Preference Policy provides a 1% preference for Pittsburg businesses.

SUBCOMMITTEE FINDINGS

The Local Purchasing Ad-hoc Subcommittee met on March 14, 2018 and unanimously supports this update to the City's Purchasing Policy.

STAFF ANALYSIS

While neighboring and East Bay Area Cities like Concord, Brentwood, Oakley, Pleasant Hill, Benicia, and Martinez support their local businesses and community with local purchasing preferences between 3% and 10%, Pittsburg has remained at 1% since 2006. In addition to keeping dollars in Pittsburg, staff has found that shopping local has the potential to foster local businesses and the community through job retention, increased circulation speed of money, and overall resilience.

ATTACHMENTS: Resolution amending the City's Purchasing Policies
Local Preference section of the City's Purchasing Policies

Report Prepared By: Sara Aliotti, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the City's Purchasing Policies By)
By Increasing Local Preference for the)
Purchase of Goods)

RESOLUTION NO. 18-

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

WHEREAS, the City has adopted purchasing policies for the informal and formal bidding of supplies, general services, professional services, and public works projects; and

WHEREAS, the City adopted a local preference of one percent (1%) for the purchase of goods within City limits in 2006; and

WHEREAS, shopping local fosters local business growth and benefits communities.

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

Section 1.

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

Section 2.

The City Council hereby adopts this Resolution and amends the City's Local Purchasing Policy to increase local preference to three percent (3%) on goods purchased up to \$50,000.

Section 3.

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

Section 4.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 16th day of April, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Johnson, Mayor

ATTEST:

Alice E. Evenson, City Clerk

7 Local Preference

The City shall provide a three percent (3%) preference for local vendors on all qualifying purchases up to \$50,000. To qualify for this preference, the purchase must be subject to sales tax collection. Also, the purchase order or contract must be issued to a business holding a current, valid City of Pittsburg business license and said business must be located in Pittsburg, California.



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

DATE: 4/5/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, 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 2018-19

MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

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 2018-19.

FISCAL IMPACT

There will not be a fiscal impact as a result of adopting the attached Resolution. Funding allocation requests for the projects on the list will be made with adoption of the City's annual budget or with adoption of the 5-Year CIP.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution approving a list of projects to be funded by SB 1 in fiscal year 2018-19.

BACKGROUND

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.

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.

The City, will receive an estimated \$1,159,401 in RMRA funding in Fiscal Year 2018-19 from SB 1. This is the second year in which the City is receiving SB 1 funding, and the first year of receiving the full amount of funding due to the implementation of SB 1 half way through 2017.

SUBCOMMITTEE FINDINGS

N/A

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 otherwise 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 being used on the projects that also meet the community's priorities for transportation investment.

The Fiscal Year 2018-19 funding from SB 1 will help the City maintain and rehabilitate West Leland Road, improve roadway striping 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 many similar projects 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 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.

ATTACHMENTS: Resolution
SB 1 FY 2018-19 Project List

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

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 2018-19)

RESOLUTION NO. 18-

The City Council of the City of Pittsburg 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 \$1,159,401 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

WHEREAS, this is the second year in which the City is receiving SB 1 funding, and the first 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 otherwise 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 2018-19 funding from SB 1 will help the City maintain and rehabilitate West Leland Road, improve roadway striping 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 many similar projects 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 2018-19 that is an 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 16th day of April 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

SB 1 Fiscal Year 2018/19 RMRA Project List

Title	Traffic Signal Modification	Amount
Description	Modifications to traffic signal timing and modernization of traffic control equipment	\$135,000
Location	Citywide	
Completion Date	June-19	
Useful Life	1-10 years	
Title	Citywide Pavement Striping	Amount
Description	Installation or replacement of striping on streets as determined by Staff	\$50,000
Location	Citywide	
Completion Date	June-19	
Useful Life	5 years	
Title	W. Leland Road Pavement Management	Amount
Description	Pavement rehabilitation of W. Leland Road	\$974,401
Location	Citywide	
Completion Date	June-19	
Useful Life	10 - 20 Years	
Total Proposed 2018/19 Expenditure		\$1,159,401
Estimated 2018/19 Available Funds		\$ 1,159,401
Remaining balance		\$ -



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

DATE: 4/6/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize a Lease/Purchase Agreement for Upgrades to Key Components of the City's Computer Network and Continuing Support Services

MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

The City Manager recommends execution of a five (5) year master tax-exempt lease agreement between the City and Key Government Finance, Inc. to finance the upgrade of the City's computer network and internet protocol phone systems, and five years of technical support. Equipment and support will be provided by AMS.Net, as a partner of Cisco Systems, Inc.

FISCAL IMPACT

The Master Tax-Exempt Lease/Purchase Agreements for a period of five (5) years will have an estimated annual lease payment of \$121,209 at an interest rate of 0.00%. The first payment will be in the FY 2017-18 and the last in FY 2021-22.

The cost to upgrade the Network and IP phone system and five years' maintenance services will come from City's Information Systems Internal Service Fund.

An amount of \$108,000 is currently budgeted for the FY 2017-18 with the remaining current years costs coming from budget savings. For the subsequent four fiscal years, \$121,209 will be budgeted each fiscal year.

All internal acquisition and maintenance costs will be borne and distributed across the City's multiple departments and funds according to the current internal cost allocation plan for technology services.

RECOMMENDATION

City Council approve the attached resolution authorizing the City Manager to execute a master lease agreement between the City and Key Government Finance Inc. for acquisition of new network equipment, upgrades to the internet protocol (IP) based phone system and support services in the principal amount of \$606,043.48 for a period of five (5) years.

BACKGROUND

The City has maintained a networking system utilizing the Cisco networking infrastructure platform for more than 20 years. Upon expiration of the existing contract, the City reviewed different options available but found the cost to switch platforms including rewiring the City's entire network would incur significant additional costs and cause great inconvenience to the City's customers and staff. Based upon the preliminary investigation, it is appropriate for the Cisco based system to be sole sourced. The City has over \$2,000,000 in IT infrastructure comprising of hardware, software, and systems which ride on this network infrastructure. AMS.Net is an authorized seller of Cisco systems and has been working with the City for the last 20+ years evolving the City's network over a period of time. AMS.Net has an intimate knowledge of the City's network infrastructure, which other vendors will lack. Staff's analysis has determined the advantages of utilizing the Cisco platform are:

- Cisco is a worldwide leader in the network infrastructure space with commanding market share in this segment.
- Cisco has complete suite of networking products (switching, security, IP Telephony amongst others), which no other company offers as a complete suite.
- Cisco has large presence serving in government agencies in the United States, both federal and local agencies.

In September 2007, the City's network platform had grown sufficiently to warrant migrating the technology from the previous IP Phone based system to the current Cisco network. At that time, the City entered into a five-year master lease agreement with Key Government Finance to procure the required equipment, software and support services from AMS.Net, an authorized dealer/distributor for Cisco Systems, Inc. The service has been reliable and effective for the City to conduct its daily operations. In September 2012, the City entered into another Master Lease agreement with Key Government Finance to acquire additional products for the IP system and to extend for an additional five years the support services to the network infrastructure throughout the City.

In June 2017, staff started to review the options available to ensure the stability and security of the City's network platform before the current contract expired in September 2017. During this review, staff determined that many of the existing network products such as Core Switch and other Switches were nearing the end of their useful life, in terms of being able to be replaced or supported by Cisco due to technology advances over the past decade. The security and serviceability of the City's data and network system is a genuine concern.

Based upon this review and after extensive negotiations with both AMS.NET and Cisco, staff recommends approval of the agreement, which will provide a complete suite of products and systems that meets the City's needs for the next five years with the least interruption to services to the City's customers, and with favorable financing of zero percent interest (0%) for the upgraded system necessary to maintain a secure and stable network. This system will work with the software the City's already owns without the added cost of switching to a different platform.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

Upon expiration of the existing contract, the City reviewed different options available but found the cost to switch platforms including rewiring the City's entire network would incur significant additional costs and cause great inconvenience to the City's customers and staff. Based upon the preliminary investigation, it is appropriate for the Cisco based system to be sole sourced. The City has over \$2,000,000 in IT infrastructure comprising of hardware, software, and systems which ride on this network infrastructure. AMS.Net is an authorized seller of Cisco systems and has been working with the City for the last 20+ years evolving the City's network over a period of time. AMS.Net has an intimate knowledge of the City's network infrastructure, which other vendors will lack. Staff's analysis has determined the advantages of utilizing the Cisco platform are:

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Based upon this review and after extensive negotiations with both AMS.NET and Cisco, staff recommends approval of the agreement, which will provide a complete suite of products and systems that meets the City's needs for the next five years with the least interruption to services to the City's customers, and with favorable financing of zero percent interest (0%) for the upgraded system necessary to maintain a secure and stable network. This system will work with the software the City's already owns without the added cost of switching to a different platform.

ATTACHMENTS: Resolution

Master Tax-Exempt Lease/Purchase Agreement
AMS.NET Proposal

Report Prepared By: Brad Farmer, Finance Director

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorize Execution of a Master Tax-Exempt)
Lease/Purchase Agreement for Network) RESOLUTION NO. 18-
And Internet Protocol (IP) Equipment and)
Maintenance Services)

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburgh desires to upgrade the City's Network and IP system and to provide maintenance services; and

WHEREAS, the City received a proposal from AMS.Net a business partner of Cisco Systems, Inc. to upgrade the City's Network and IP system and to provide on-going maintenance services for \$606,043.48; and

WHEREAS, the City received a proposal from Key Government Finance, Inc., Cisco Systems financing partner, to provide 5-year financing of the Network and IP system upgrade and on-going maintenance services at an interest rate of 0.00%; and

WHEREAS, the City of Pittsburgh desires to execute a five (5) year Master Tax-Exempt Lease Agreement with Key Government Finance, Inc. to upgrade the City's Network and IP system and provide on-going maintenance services; and

WHEREAS, the City included \$108,000 in the Information Systems Internal Services Fund FY 2017-18 budget for Network and IP system upgrade and on-going maintenance services; and

WHEREAS, the estimated annual cost of the 5-year financing of the Network IP system upgrade and on-going maintenance services is \$121,208.69.

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 City Council approves and hereby authorizes the City Manager or his designee to execute a five (5) year Master Tax-Exempt Lease/Purchase Agreement with Key Government Finance, Inc. with a total principal amount to be financed at \$606,043.48 for the upgrading the City's Network and IP equipment and provide maintenance services.

Section 3. The City Council approves and hereby authorizes the City Manager or his designee to execute a five (5) year Master Tax-Exempt Lease/Purchase Agreement with Key Government Finance, Inc. with an estimated annual lease payment of \$121,086.96.

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 16th day of April 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456

Thursday, April 3, 2018

Brad Farmer

City of Pittsburg
65 Civic Ave
Pittsburg, California 94565

Re: Key Government Finance, Inc.
Property Schedule No. 3

Dear Mr. Farmer: (119566)

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please **print out two (2) sets.**) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:**

KEY GOVERNMENT FINANCE, INC. ATTN: Peter Brook
1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027

Only the person with Signing Authority, listed on the Lessee's Certificate, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

Please Note: All fully executed documents must be returned no later than April 21, 2018; otherwise, the transaction is subject to re-pricing.

Executed documents required for funding are:

1. Property Schedule No. 3
2. Property Description and Payment Schedule (Exhibit 1)
3. Lessee's Counsel's Opinion (Exhibit 2)
4. Lessee's Certificate (Exhibit 3)
5. Payment of Proceeds Instructions (Exhibit 4)
6. Acceptance Certificate (Exhibit 5)
7. Bank Qualification Certificate (Exhibit 6)
8. Certificate of Insurance – ***Required prior to funding.***
9. Notification of Tax Treatment with Tax Exemption Certificate or Letter – ***Required for annual state tax audits.***
10. Invoicing Instructions – ***Required in order to ensure that invoices are directed to the proper area in your organization.***
11. Escrow Agreement
12. IRS Form 8038-G or 8038-GC
13. First payment invoice

Please contact either Katie Hamilton at (720) 980-3811 or me at (720) 304-1295 with any questions.

Sincerely,

Peter Brook
Account Manager

DOCUMENTATION CHECKLIST

- ☐ **Property Schedule 3***
- ☐ **Property Description and Payment Schedule** – Exhibit 1
- ☐ **Lessee's Counsel's Opinion** – Exhibit 2. Exhibit 2 is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- ☐ **Lessee's Certificate** – Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We would also like a copy of those minutes or board resolutions for our files.
- ☐ **Payment of Proceeds Instructions** – Exhibit 4. This is the Vendor payment information.
- ☐ **Acceptance Certificate** – Exhibit 5. ***The date of Acceptance will need to be filled in*** with the date the equipment is installed and accepted.
- ☐ **Bank Qualification Certificate** – Exhibit 6. One of the two boxes *must* be checked off.
- ☐ **Request for Certificate of Insurance** – Please fill out the form and fax it to your insurance company. The Insurance Certificate is required prior to funding.
- ☐ **Notification of Tax Treatment** – Please provide your State of Sales/Use Tax Exemption Certificate
- ☐ **Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- ☐ **Escrow Agreement**
Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 5 (Acceptance Certificate) will need to be filled out when the project is complete and it is your final payment request.
- ☐ **First Payment Invoice** Due 5/3/2018
- ☐ **IRS Form 8038-G or 8038-GC**
The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Property Schedule No. 3

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 3** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of February 14, 2007, between Key Government Finance, Inc., and City of Pittsburgh.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is April 3, 2018.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit A hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Payment of Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, and so long as no Event of Default has occurred and is continuing, Lessee may prepay, in whole but not in part, the principal outstanding hereunder together with all accrued and unpaid Interest thereon, plus a prepayment premium equal to 3% of the outstanding principal.
9. Bank Qualification Certificate. Attached as Exhibit 6. One of the two boxes *must* be checked off.
10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by April 21, 2018.
11. Effective Interest Rate. 4.04%.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: Key Government Finance, Inc.
By:
Name:
Title:

Lessee: City of Pittsburgh
By:
Name:
Title:

Attest By:
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 3**, dated April 3, 2018, to Master Tax-Exempt Lease/Purchase Agreement dated February 14, 2007, between Key Government Finance, Inc. and City of Pittsburgh.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 65 Civic Ave, Pittsburgh, California 94565

USE: I.T. Infrastructure replacement - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the 3rd day of each annual period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: \$606,043.48.

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc, in the amount of \$47,935.07. This payment will be made by Cisco to Lessor. Lessee is responsible for any and all taxes associated with this initial payment.

Payment No.	Due Date	Vendor Payment	Rental Payment	Principal	Interest	Balance
1	4/3/2018	\$ 47,935.07		\$ 47,935.07	\$ -	\$558,108.41
2	5/3/2018	-	\$121,208.69	\$119,329.74	\$ 1,878.95	\$438,778.67
3	5/3/2019	-	\$121,208.69	\$103,150.25	\$18,058.44	\$335,628.42
4	5/3/2020	-	\$121,208.69	\$107,395.52	\$13,813.17	\$228,232.90
5	5/3/2021	-	\$121,208.69	\$111,815.50	\$ 9,393.19	\$116,417.40
6	5/3/2022	-	\$121,208.69	\$116,417.40	\$ 4,791.29	\$ -

Lessee: City of Pittsburgh

By:

Name:

Title:

EXHIBIT A

Property Description

Equipment as described in AMS.NET Project Number 81187, dated March 8, 2018 (inserted below), referred to and incorporated herein by this reference.



AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Project Cost Summary – City of Pittsburg

Project Information

City of Pittsburg - City Hall - Network
Core/Switch/UC/IP Phones Upgrade - 81187
Project # 81187
March 8, 2018

Account Manager

Jared Bayless
jbayless@ams.net
(925) 245-6186

AMS Quote #	Description
Q-00019091	5 Year ECMU SMARTnet Support
Q-00019358	Infotel Select - UCCX Reporting - 5 Year
Q-00019359	Verba Call Recording - 5 Years
Q-00019572	UC 11.5 Voice Upgrade - 5 Year Support
Q-00019573	Network Upgrade - Cisco 9000 Series Switches - 5 Year Support
Q-00019604	5 Year MVaaS Standard - 375 Users
Q-00019650	Existing Servers Support - 12/31/21
Q-00021482	Existing Firewall Support - 12/31/22
Q-00022904	Citywide Network Upgrade - Cisco 9000 Series Switches Rev2 - 5 Years
Q-00023846	UC 11.5 Voice Upgrade Rev2
Q-00025067	5 Year MWaaS Standard - Firewall/Switching

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

[Address to Lessor and Lessee]

RE: **Property Schedule No. 3**, dated April 3, 2018, to Master Tax-Exempt Lease/Purchase Agreement dated February 14, 2007, between Key Government Finance, Inc. and City of Pittsburgh.

Ladies and Gentlemen:

We have acted as special counsel to City of Pittsburgh ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of February 14, 2007 (the "Master Agreement"), between City of Pittsburgh, as lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 3 (the "Property Schedule") pursuant to the Master Agreement and, if applicable, that certain Escrow Agreement dated as of April 3, 2018 by and among Lessee, Lessor and ZB, National Association, dba Zions Bank as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the accounts opened pursuant to the Escrow Agreement.

3. The execution, delivery and performance of the Transaction Documents by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Transaction Documents.

7. The Transaction Documents have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the

Master TELP-Add On Schedule

KEYCORP CONFIDENTIAL - This is counterpart # ____ of ____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents.

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE’S COUNSEL

Dated: _____

EXHIBIT 3

Lessee's Certificate

Re: **Property Schedule No. 3**, dated April 3, 2018, to Master Tax-Exempt Lease/Purchase Agreement dated February 14, 2007, between Key Government Finance, Inc. and City of Pittsburgh.

The **undersigned attestor**, being the duly elected, qualified and acting _____ of the City of Pittsburgh ("Lessee") does hereby certify, as of April 3, 2018, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held on _____, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official(s) who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

City of Pittsburgh
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

EXHIBIT 4

Payment of Proceeds Instructions

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 3**, dated April 3, 2018 (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement dated February 14, 2007, between Key Government Finance, Inc. ("Lessor") and City of Pittsburgh ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: ZB, National Association, dba Zions Bank

By check _____

By wire transfer _____

City of Pittsburgh

By: _____

Name: _____

Title: _____

EXHIBIT 5

Acceptance Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 3**, dated April 3, 2018, to Master Tax-Exempt Lease/Purchase Agreement dated February 14, 2007, between Key Government Finance, Inc. and City of Pittsburgh.

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with Key Government Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: _____

City of Pittsburgh
as Lessee

By: _____

Name: _____

Title: _____

EXHIBIT 6

Bank Qualification Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 3**, dated April 3, 2018, to Master Tax-Exempt Lease/Purchase Agreement dated February 14, 2007, between Key Government Finance, Inc. and City of Pittsburgh.

Bank Qualified Tax-Exempt Obligation

☐ (Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

****Note: ONE of the boxes above MUST be checked.**

Lessee: City of Pittsburgh
By:
Name:
Title:

****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:

Insurance Carrier: (Name) _____
(Address) _____
(Address) _____
(Contact Name) _____
(Contact Phone) _____
(Contact Fax) _____

FROM:

Customer/Lessee: City of Pittsburg
65 Civic Ave
Pittsburg, California 94565
Contact Name: Brad Farmer
Contact Phone: (925) 252-4848

City of Pittsburg is in the process of financing I.T. Infrastructure replacement with Key Government Finance, Inc.

City of Pittsburg requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Equipment;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. ***Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.***

- ☐ 1. Please **EMAIL or FAX** this completed information to:
Key Government Finance, Inc.
Peter Brook, Account Manager
Phone Number: (720) 304-1295
Email: peter.brook@leasingcentral.com
- ☐ 2. Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Attn: Collateral Services
1000 South McCaslin Blvd.
Superior, CO 80027
- ☐ 3. Please **CONTACT** the Account Manager:
✓ When sending this Certificate.
✓ If this cannot be completed today.
✓ If you have any questions.

Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

_____ I agree that my lease is subject to sales/use tax.

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.

_____ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Lessee: City of Pittsburg
By:
Name:
Title:

LESSEE INVOICE INSTRUCTIONS
(The information you provide enables us to invoice you correctly.)

City of Pittsburgh

BILL TO ADDRESS:

BILLING CONTACT:

First, M.I. and Last Name:

Title:

Phone Number:

Fax Number:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO _____

Purchase Order Number:

FEDERAL TAX ID NUMBER:

EQUIPMENT LOCATION (If different from Billing Address):

ADDITIONAL INFORMATION NEEDED ON INVOICE:

Escrow Disbursement Instructions for Tax-Exempt financing

In reference to your equipment financing, we will be depositing the financing proceeds directly into an escrow account. This account will provide you with the ability to disburse funds incrementally (either directly to vendors or to reimburse yourself) based on equipment invoices (any \$ size and frequency). You will control the disbursement of funds by completing the attached documents.

Escrow Disbursements – The following are the steps that you will need to take when making disbursements of proceeds from your escrow account:

1. Complete and sign **Exhibit A** "FORM OF REQUISITION OF COSTS OF PROPERTY". This needs to be on your letterhead.
 2. Complete and sign – **Schedule 1** "DISBURSEMENT SCHEDULE" complete with payment information.
 3. Attach – Invoice(s) from the Vendor(s).
 4. Mail a completed and signed copy of the **Exhibit A, Schedule 1 and the Vendor invoices** to my attention at the address listed below.
- **Note: If the disbursement from the escrow is for the reimbursement of funds already expended, you must attach proof of payment (front and back of cancelled checks).**

****PLEASE NOTE THAT WE MUST RECEIVE THE ORIGINAL DOCUMENTS****

Once you are ready to do the final disbursement out of the Escrow account:

- Final Disbursement – Include the signed and dated original of the **Exhibit 5** "ACCEPTANCE CERTIFICATE" (this document was part of your original document package), along with the Exhibit A "FORM OF REQUISITION OF COSTS OF PROPERTY" and the rest of the attachments needed. Additionally, please include a letter stating that this is the final disbursement and that you wish to close the Escrow account.
- If there is any money remaining in the Escrow account, after the final disbursement to the Vendor(s), the balance will be applied to your next payment.

If you have any questions regarding this information, please give me a call.

Thank you.

Peter Brook
Key Government Finance
1000 S. McCaslin Blvd.
Superior CO 80027
(720) 304-1295
866-840-3016 Fax

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of April 3, 2018 and entered into among Key Government Finance, Inc. ("Lessor"), City of Pittsburgh ("Lessee") and ZB, National Association, dba Zions Bank (the "Escrow Agent").

RECITALS:

A. Lessor and Lessee are parties to a Master Tax-Exempt Lease/Purchase Agreement, dated as of February 14, 2007 and Schedule No. 3 thereunder, dated as of April 3, 2018 (the "Lease") whereunder Lessee is acquiring from Lessor certain personal property more particularly described therein (the "Property").

B. Lessor and Lessee intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Escrow Agreement.

C. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. Lessor, Lessee and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Lessor, Lessee and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent an escrow fund designated as the "City of Pittsburgh Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent for Lessee and Lessor in accordance with this Escrow Agreement, subject to Lessor's rights under this Section 2 and Section 3 hereof.

The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee (other than Lessor) or Lessor. Lessee hereby grants to Lessor a security interest in the Acquisition Fund to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Lessor's interest therein.

(a) Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of \$606,043.48. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

(b) Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Lessee, signed by an authorized individual, and approved by Lessor, substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Lessee to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Lessee is a party, Escrow Agent shall act in accordance with Lessee's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Lessee. In no event, shall Lessee submit more than six (6) requisitions in any month. The final requisition shall include the final acceptance certificate required in the Lease, which shall be executed by the Lessee and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

- (i) Manufacturer's Certificate of Origin.
- (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as **lien holder**.
- (iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.

(a) Acquisition of Property. Upon the final acceptance of the Property by Lessee, as evidenced by execution by Lessee of a final acceptance certification pursuant to the Lease and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Lessee, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Lessee and be applied toward reimbursement of Lessee for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Lessee for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Lessor and applied first to the next payment due on the Lease and then applied to prepayment of the principal component of installment payments and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Lessee and Lessor in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Lessor and shall be applied first to the next payment due under the Lease, and then, if there are amounts remaining, applied to the prepayment of the Lease being applied to principal and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Lessee shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(c) Event of Default; Nonappropriation. Upon receipt of written notice from Lessor of an event of default by Lessee under the Lease or an event of nonappropriation, if provided for under the Lease, Escrow Agent shall disburse the funds in the Acquisition Fund to Lessor for application in accordance with the Lease. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Lessee, signed by an authorized individual substantially in the form attached hereto as Exhibit B, which is incorporated by reference herein, in an investment which is a permitted investment for Lessee under the laws of the state in which Lessee is organized. Escrow Agent shall have no responsibility for advising Lessee or Lessor as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Lessee as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Lessee.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Lessor, Lessee and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Lease or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable

attorneys fees shall be paid by Lessee. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to Lessor and Lessee) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Lessor and Lessee, and Lessee shall be provided online statement access.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Lessee. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Lessor and Lessee may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

7. Indemnification. To the extent permitted by law, Lessee hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Lessee or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Lessee shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be made in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. Escrow Agent shall be paid \$1,700.00 for setting up the escrow, to be paid by Key Government Finance. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Lessee for all fees, costs, liability and expenses, including attorney fees. Lessee also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition Fund or from investment earnings to be deposited in the Acquisition Fund.

10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

11. Waiver. Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

12. Exhibits. All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

13. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Lessee is located.

14. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

15. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. **WAIVER OF JURY TRIALS. UNLESS PROHIBITED BY LAW, LESSEE, LESSOR AND ESCROW AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ESCROW AGREEMENT OR THE ACTIONS OF LESSOR, LESSEE OR ESCROW AGENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.

City of Pittsburgh

By: _____
Authorized Officer

By: _____
Authorized Officer

Title:

Title:

Address: 1000 S McCaslin Blvd
Superior, Colorado 80027

Address: 65 Civic Ave
Pittsburg, CA 94565

ZB, National Association, dba Zions Bank

By: _____
Authorized Officer

Title:

Address: 601 Union Street, Suite 3600
Seattle, WA 98101

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY
Schedule No. 3 (119566)

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Peter Brook
(720) 304-1295

On Behalf of:
ZB, National Association, dba Zions Bank
127 Public Square
Cleveland OH 44114

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

1. The undersigned, an officer or official of Lessee, hereby requests and authorizes ZB, National Association, dba Zions Bank, as Escrow Agent under the Escrow Agreement dated as of April 3, 2018, among City of Pittsburgh (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to pay to or upon the order of the Lessee the amount specified above for the payment or reimbursement of costs of Property described in Schedule 3 attached.

2. The Lessee hereby certifies that:

(a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement;

(b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;

(c) insurance requirements of the Lease have been complied with and such coverage is in force;

(d) as of the date of this Requisition no event of default or event of nonappropriation, if any, as such terms are defined in the Lease between Lessor and Lessee has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default or event of nonappropriation; and

(e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Lease is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement

4. The list of equipment, set forth in the equipment/property description to the Lease, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 3 hereto and any property paid with funds of this requisition.

City of Pittsburgh

By: _____
Name: _____
Title: _____
Date: _____

Approved by Lessor, or in the event Lessor's right, title and interest in the Lease has been assigned, by the current assignee of Lessor's right, title and interest in the Lease Agreement:

Key Government Finance, Inc.

By: _____
Name: _____
Title: _____
Date: _____

[Lessee to attach final acceptance certification if final disbursement request.]

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____ (**Payee's W-9 is required**)

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows: _____

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

2. Amount: \$ _____

Payee: _____ (**Payee's W-9 is required**)

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows: _____

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

City of Pittsburgh

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B

Deposit Sweep Fund Investment Direction

DIRECTION AND ACKNOWLEDGEMENT

[Acquisition Fund]

Pursuant to investment authority of the undersigned Authorized Representative and the governing documents for the above referenced account, the undersigned authorizes and directs ZB, National Association dba Zions Bank ("Zions") to deposit, withdraw and invest amounts into the Deposit Sweep Program and to execute any and all documents or agreements that may be necessary to complete the investment in the Deposit Sweep Program described in the attached product description.

The undersigned may revoke or modify this direction at any time by written notice to Zions. The undersigned acknowledges receipt of a description of the Deposit Sweep Program and a prospectus for the Fidelity Government Portfolio Class III ("the Money Market Fund") which, among other things, describes the fees and expenses paid by the Money Market Fund including fees paid to Zions for servicing the Money Market Fund (which affect the return on investment). The undersigned acknowledges the Money Market Fund is not an FDIC-insured deposit, is not an obligation of or guaranteed by Zions or its affiliates and may involve investment risk, including loss of principal.

The undersigned acknowledges that pursuant to national banking regulations it has been informed that, upon its request and at no additional cost, it is entitled to receive separate written notification of every security transaction effected for this account and agrees to notification of securities transactions by means of transaction statement(s) regularly provided by Zions.

By: _____
Authorized Representative

Dated: _____



Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456

April 3, 2018

Based on laws and regulations within the State of California, Key Government Finance, Inc. ("KGF") has partnered with ZB, National Association, dba Zions Bank ("Zion's") to offer an escrow product as a part of your financing.

Zion's will be the Escrow Agent with regards to the Escrow Agreement dated April 3, 2018. Since the relationship you have with KGF prevents us from openly sharing information with our partners, we request that you verify the information below. The information below will be shared with Zion's for the sole purpose of creating and maintaining the escrow account for the term in which account is open and active.

Lessee's Legal Name (as shown on the escrow account):	
Street Address	
City	
State	
Zip Code	
Contact	
Phone Number	
Email	
Escrow Amount	
Equipment Type	
Estimated Escrow Funding Date (closing date)	

- 1) Are you, Lessee, an entity formed and organized within the State of California? Yes: ☐ No: ☐
- 2) It is the intention of the Lessee to enter into and utilize the escrow product as outlined in the finance documents provided separately? Yes: ☐ No: ☐
- 3) An authorized representative of Lessee grants permission to KGF to share the provided information with Zion's for the sole purpose of creating and maintaining the escrow product? Yes: ☐ No: ☐

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse this form and information to the Escrow Agent.

Lessee: City of Pittsburg

By: _____

Name: _____

Title: _____

INVOICE



Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior CO 80027

Bill to: Pittsburg, City of Brad Farmer 65 Civic Ave Pittsburg, California 94565	Invoice No.	119566-05
	Invoice Date:	April 3, 2018
	Lease No.	1800119566
	Purchase Order No.	
	Contract No.	
	CSA No.	
	ACT No.	
	Reference:	First Payment

Qty	Item	Description	Total
1	Lease Payment	Payment due May 3, 2018	\$121,208.69
		Tax	
		Balance Due	

Please remit funds to: Key Government Finance, Inc. Attn: Peter Brook 1000 S. McCaslin Blvd. Superior, CO 80027 Contact Phone: (720) 304-1295	REMITTANCE INFORMATION	
	Date:	
	Amount Due:	
	Amount Enclosed:	

Please remember to:

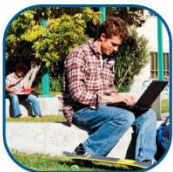
- 1) Make checks payable to Key Government Finance, Inc.
- 2) Return a copy of this invoice with your payment.
- 3) Keep a copy of this invoice for your records.
- 4) Direct all inquiries to the contact listed above.

Comments:



AMS.NET
Technology Solution Provider

Technology Solution Proposal



Executive Summary

Introduction

The AMS.NET team is pleased to have the opportunity to present the following proposal to City of Pittsburgh. Our proposal details the products, technologies, and services offered by our organization. The solutions proposed are based on our discussions with City of Pittsburgh and our extensive experience delivering business outcomes to similar organizations for more than 25 years. Our industry expertise, technology vision and people enable us to deliver a unique customer experience and successful implementation.

AMS.NET, Inc. is able to provide a full line of products, services and support for the following technologies:

- Collaboration/Video
- Paging/Messaging
- Wireless/Mobility
- Network Infrastructure/Storage
- Data Center/Virtualization
- Network Security/Content Security/Cyber Threat
- Physical Security/Video Surveillance
- Structured Wiring
- Maintenance/Managed Services

Please refer to our customer price quote that is included in this proposal for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

Thank you for the opportunity to be of service.

Best Regards,

Jared Bayless

AMS.NET

Project Cost Summary – City of Pittsburg

Project Information

City of Pittsburg - City Hall - Network
Core/Switch/UC/IP Phones Upgrade - 81187
Project # 81187
March 8, 2018

Account Manager

Jared Bayless
jbayless@ams.net
(925) 245-6186

AMS Quote #	Description	Subtotal	Taxes	Total
Q-00019091	5 Year ECMU SMARTnet Support	\$61,581.45	\$0.00	\$61,581.45
Q-00019358	Infortel Select - UCCX Reporting - 5 Year	\$13,393.89	\$0.00	\$13,393.89
Q-00019359	Verba Call Recording - 5 Years	\$33,605.69	\$0.00	\$33,605.69
Q-00019572	UC 11.5 Voice Upgrade - 5 Year Support	\$4,359.60	\$0.00	\$4,359.60
Q-00019573	Network Upgrade - Cisco 9000 Series Switches - 5 Year Support	\$29,929.25	\$0.00	\$29,929.25
Q-00019604	5 Year MVaaS Standard - 375 Users	\$86,250.00	\$0.00	\$86,250.00
Q-00019650	Existing Servers Support - 12/31/21	\$1,920.00	\$0.00	\$1,920.00
Q-00021482	Existing Firewall Support - 12/31/22	\$7,183.56	\$0.00	\$7,183.56
Q-00022904	Citywide Network Upgrade - Cisco 9000 Series Switches Rev2 - 5 Years	\$265,946.75	\$14,329.29	\$280,276.04
Q-00023846	UC 11.5 Voice Upgrade Rev2	\$51,434.06	\$1,789.94	\$53,224.00
Q-00025067	5 Year MWaaS Standard - Firewall/Switching	\$34,320.00	\$0.00	\$34,320.00

Project Summary

Project Total	\$589,924.25
Estimated Total Taxes	\$16,119.23
Grand Total	\$606,043.48



AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

Vendor: AMS.NET
Address: 502 Commerce Way, Livermore, CA 94551
Phone: 925-245-6100
SPIN: 143005880

Customer Quotations

Customer

City of Pittsburg
 65 Civic Ave Pittsburg, CA 94565-3814
 ATTN: Jitendra Kaneria

Project Name	City of Pittsburg - City Hall - Network Core/Switch/UC/IP Phones Upgrade - 81187
Project #	81187
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Lisa Moomau
IAM Phone	(925) 245-6139
IAM Email	lmoomau@ams.net

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00019091, 5 Year ECMU SMARTnet Support					
1	CON-ECMU-UCMENHUC SWSS UPGRADES BE6K UCM 10X Enhance 5 YEAR SUPPORT	Cisco Systems Inc.	300.00	\$80.28	\$24,084.00
2	CON-ECMU-CCX11PSL SWSS UPGRADES CCX 11.0 PRE Seat Qt 5 YEAR SUPPORT	Cisco Systems Inc.	10.00	\$990.12	\$9,901.20
3	CON-ECMU-UNITYEHR SWSS UPGRADES One Unity Connection 10.x Enhanced Voice 5 YEAR SUPPORT	Cisco Systems Inc.	375.00	\$73.59	\$27,596.25
				Subtotal:	\$61,581.45
				Estimated Tax:	\$ 0.00
				Quote Total:	\$61,581.45

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00019358, Infotel Select - UCCX Reporting - 5 Year					
1	114002 Infotel Select 400 with up to 5 data sources with initial purchase	Infotel	1.00	\$3,335.29	\$3,335.29
2	19001 UCCX Reporting Option - 1-100 Agents	Infotel	16.00	\$81.53	\$1,304.48

3	91135-5P Infortel Select 400 Software Support - 5 years fully pre-paid	Infortel	1.00	\$4,054.12	\$4,054.12
4	019051-5P UCCX Reporting Support - 1-100 Agents - 5 years fully pre-paid	Infortel	16.00	\$80.00	\$1,280.00
5	53057 Infortel Select 400 Remote Installation & Training - Includes up to 16 hours	Infortel	1.00	\$1,600.00	\$1,600.00
6	19000 UCCX Reporting Option - Remote installation, activation and training. Includes up to one 8-hour day	Infortel	1.00	\$900.00	\$900.00
7	AMS-NI-UC-FOC Labor: Systems Engineer VOICE (Unified Communications)	AMS.NET	4.00	\$230.00	\$920.00
8	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$13,393.89
				Estimated Tax:	\$ 0.00
				Quote Total:	\$13,393.89

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00019359, Verba Call Recording - 5 Years					
1	V4-PL-S-L Verba Platform Standard License	Verba	1.00	\$1,638.82	\$1,638.82
2	V4-R-CO1-L Verba User Compliance License (1-100)	Verba	70.00	\$180.35	\$12,624.50
3	V4-PL-S-S5Y Verba Platform Standard - S&M - 5yr	Verba	1.00	\$1,573.27	\$1,573.27
4	V4-R-CO1-S5Y Verba User Compliance - S&M - (1-100) - 5yr	Verba	70.00	\$173.13	\$12,119.10
5	V4-I-VC-S Verba Remote Installation - Voice	Verba	1.00	\$990.00	\$990.00
6	V4TRO Verba Online Training - End-User & Admin	Verba	1.00	\$980.00	\$980.00
7	AMS-NI-UC-FOC Labor: Systems Engineer VOICE (Unified Communications)	AMS.NET	16.00	\$230.00	\$3,680.00
8	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$33,605.69
				Estimated Tax:	\$ 0.00
				Quote Total:	\$33,605.69

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00019572, UC 11.5 Voice Upgrade - 5 Year Support					
1	CON-SNT-ISR4321V SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVD4-32, UC L 5 YEAR SUPPORT	Cisco Systems Inc.	2.00	\$1,371.60	\$2,743.20
2	CON-SNT-VG310ICV SMARTNET 8X5XNBD Cisco VG310 - Modular 24 FXS Port Voice 5 YEAR SUPPORT	Cisco Systems Inc.	1.00	\$1,616.40	\$1,616.40
				Subtotal:	\$4,359.60
				Estimated Tax:	\$ 0.00
				Quote Total:	\$4,359.60

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00019573, Network Upgrade - Cisco 9000 Series Switches - 5 Year Support					
1	CON-SNT-ASA5506K SMARTNET 8X5XNBD ASA 5506-X with FirePOWER service 5 YEAR SUPPORT	Cisco Systems Inc.	2.00	\$386.75	\$773.50
2	CON-SNT-DN1HWADN SNTC-8X5XNBD DNA Center Appliance 5 YEAR SUPPORT	Cisco Systems Inc.	1.00	\$20,062.25	\$20,062.25
3	CON-SNT-C95004XA SNTC-8X5XNBD Catalyst 9500 40-port 10Gig switch, Netw 5 YEAR SUPPORT	Cisco Systems Inc.	2.00	\$4,546.75	\$9,093.50
				Subtotal:	\$29,929.25
				Estimated Tax:	\$ 0.00
				Quote Total:	\$29,929.25

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00019604, 5 Year MVaaS Standard - 375 Users					
1	AMS-MS-MVaaS-STD-250-499 1 Year Cisco MVaaS - Support/Upgrades 250-499 Phones	AMS.NET	375.00	\$2.50	\$56,250.00
2	AMS-MS-MVaaS-IPCCX-1 1 Year Cisco MVaaS - Support/Upgrades Cisco IPCCX	AMS.NET	1.00	\$500.00	\$30,000.00
				Subtotal:	\$86,250.00
				Estimated Tax:	\$ 0.00
				Quote Total:	\$86,250.00

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00019650, Existing Servers Support - 12/31/21					
1	CON-SNT-C220M3SF SMARTNET 8X5XNBD UCS C220 M3 SFF w/o Serial Numbers: FCH1647V1FH, FCH1647V0N6	Cisco Systems Inc.	2.00	\$960.00	\$1,920.00
				Subtotal:	\$1,920.00
				Estimated Tax:	\$ 0.00
				Quote Total:	\$1,920.00

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00021482, Existing Firewall Support - 12/31/22					
1	CON-SNTP-ASA556F9 SNTC-24X7X4 ASA 5516-X with FirePOWER services, 8GE Serial Numbers: JMX200540BA, JMX2005Z0AG	Cisco Systems Inc.	2.00	\$3,591.78	\$7,183.56
				Subtotal:	\$7,183.56
				Estimated Tax:	\$ 0.00
				Quote Total:	\$7,183.56

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00022904, Citywide Network Upgrade - Cisco 9000 Series Switches Rev2 - 5 Years					
1	C9500-40X-A Catalyst 9500 40-port 10Gig switch, Network Advantage	Cisco Systems Inc.	2.00	\$10,127.00	\$20,254.00
2	C1A1TCAT95001-5Y Cisco ONE Advantage Subscription C9500 24-Port - 5Y	Cisco Systems Inc.	2.00	\$7,941.70	\$15,883.40
3	C1-C9500-TRK-5Y Cisco ONE Subscription SKU 5Y	Cisco Systems Inc.	2.00	\$0.00	\$0.00
4	C1-SWATCH-TRK-5Y Cisco ONE Subscription SWATCH SKU 5Y	Cisco Systems Inc.	50.00	\$0.00	\$0.00
5	C1-ISE-BASE-TRK-5Y Cisco ONE Subscription ISE BASE 5Y	Cisco Systems Inc.	50.00	\$0.00	\$0.00
6	C1-ISE-PLS-TRK-5Y Cisco ONE Subscription SKU ISE Plus 5Y	Cisco Systems Inc.	50.00	\$0.00	\$0.00
7	C9500-NM-BLANK Catalyst 9500 network module blank cover	Cisco Systems Inc.	2.00	\$0.00	\$0.00
8	PWR-C4-950WAC-R 950W AC Config 4 Power Supply front to back cooling	Cisco Systems Inc.	2.00	\$0.00	\$0.00

9	PWR-C4-950WAC-R/2 950W AC Config 4 Power Supply front to back cooling	Cisco Systems Inc.	2.00	\$861.00	\$1,722.00
10	C9300-48P-A Catalyst 9300 48-port PoE+, Network Advantage	Cisco Systems Inc.	8.00	\$3,890.90	\$31,127.20
11	PWR-C1-715WAC/2 715W AC Config 1 Secondary Power Supply	Cisco Systems Inc.	8.00	\$512.50	\$4,100.00
12	C9300-NM-8X Catalyst 9300 8 x 10GE Network Module	Cisco Systems Inc.	8.00	\$1,045.50	\$8,364.00
13	C1A1TCAT93002 Cisco ONE Advantage Term T1, C9300 48-port	Cisco Systems Inc.	8.00	\$0.00	\$0.00
14	C1A1TCAT93002-5Y Cisco ONE Advantage Subscription C9300 48-Port - 5Y	Cisco Systems Inc.	8.00	\$2,906.90	\$23,255.20
15	C1-C9300-TRK-5Y Cisco ONE Subscription SKU 5Y	Cisco Systems Inc.	8.00	\$0.00	\$0.00
16	C1-ISE-BASE-TRK-5Y Cisco ONE Subscription ISE BASE 5Y	Cisco Systems Inc.	200.00	\$0.00	\$0.00
17	C1-ISE-PLS-TRK-5Y Cisco ONE Subscription SKU ISE Plus 5Y	Cisco Systems Inc.	200.00	\$0.00	\$0.00
18	C1-SWATCH-TRK-5Y Cisco ONE Subscription SWATCH SKU 5Y	Cisco Systems Inc.	200.00	\$0.00	\$0.00
19	CAB-SPWR-30CM Catalyst 3750X and 3850 Stack Power Cable 30 CM	Cisco Systems Inc.	3.00	\$38.95	\$116.85
20	STACK-T1-50CM 50CM Type 1 Stacking Cable	Cisco Systems Inc.	3.00	\$41.00	\$123.00
21	C9300-24P-A Catalyst 9300 24-port PoE+, Network Advantage	Cisco Systems Inc.	3.00	\$2,259.10	\$6,777.30
22	PWR-C1-715WAC/2 715W AC Config 1 Secondary Power Supply	Cisco Systems Inc.	3.00	\$512.50	\$1,537.50
23	C1A1TCAT93001 Cisco ONE Advantage Term T1, C9300 24-port	Cisco Systems Inc.	3.00	\$0.00	\$0.00
24	C1A1TCAT93001-5Y Cisco ONE Advantage Subscription C9300 24-Port - 5Y	Cisco Systems Inc.	3.00	\$1,787.60	\$5,362.80
25	C1-C9300-TRK-5Y Cisco ONE Subscription SKU 5Y	Cisco Systems Inc.	3.00	\$0.00	\$0.00
26	C1-ISE-BASE-TRK-5Y Cisco ONE Subscription ISE BASE 5Y	Cisco Systems Inc.	75.00	\$0.00	\$0.00
27	C1-ISE-PLS-TRK-5Y Cisco ONE Subscription SKU ISE Plus 5Y	Cisco Systems Inc.	75.00	\$0.00	\$0.00

28	C1-SWATCH-TRK-5Y Cisco ONE Subscription SWATCH SKU 5Y	Cisco Systems Inc.	75.00	\$0.00	\$0.00
29	C9300-NM-8X Catalyst 9300 8 x 10GE Network Module	Cisco Systems Inc.	3.00	\$1,045.50	\$3,136.50
30	C9300-48P-A Catalyst 9300 48-port PoE+, Network Advantage	Cisco Systems Inc.	2.00	\$3,890.90	\$7,781.80
31	PWR-C1-715WAC/2 715W AC Config 1 Secondary Power Supply	Cisco Systems Inc.	2.00	\$512.50	\$1,025.00
32	C9300-NM-4G Catalyst 9300 4 x 1GE Network Module	Cisco Systems Inc.	2.00	\$209.10	\$418.20
33	C1A1TCAT93002 Cisco ONE Advantage Term T1, C9300 48-port	Cisco Systems Inc.	2.00	\$0.00	\$0.00
34	C1A1TCAT93002-5Y Cisco ONE Advantage Subscription C9300 48-Port - 5Y	Cisco Systems Inc.	2.00	\$2,906.90	\$5,813.80
35	C1-C9300-TRK-5Y Cisco ONE Subscription SKU 5Y	Cisco Systems Inc.	2.00	\$0.00	\$0.00
36	C1-ISE-BASE-TRK-5Y Cisco ONE Subscription ISE BASE 5Y	Cisco Systems Inc.	50.00	\$0.00	\$0.00
37	C1-ISE-PLS-TRK-5Y Cisco ONE Subscription SKU ISE Plus 5Y	Cisco Systems Inc.	50.00	\$0.00	\$0.00
38	C1-SWATCH-TRK-5Y Cisco ONE Subscription SWATCH SKU 5Y	Cisco Systems Inc.	50.00	\$0.00	\$0.00
39	C1AA1TCAT93001 Cisco ONE Advantage Term Add, C9300	Cisco Systems Inc.	2.00	\$0.00	\$0.00
40	C1-ISE-BASE-TRK-5Y Cisco ONE Subscription ISE BASE 5Y	Cisco Systems Inc.	50.00	\$0.00	\$0.00
41	C1-ISE-PLS-TRK-5Y Cisco ONE Subscription SKU ISE Plus 5Y	Cisco Systems Inc.	50.00	\$0.00	\$0.00
42	C1-SWATCH-TRK-5Y Cisco ONE Subscription SWATCH SKU 5Y	Cisco Systems Inc.	50.00	\$0.00	\$0.00
43	C9300-24P-A Catalyst 9300 24-port PoE+, Network Advantage	Cisco Systems Inc.	7.00	\$2,259.10	\$15,813.70
44	PWR-C1-715WAC/2 715W AC Config 1 Secondary Power Supply	Cisco Systems Inc.	7.00	\$512.50	\$3,587.50
45	C9300-NM-4G Catalyst 9300 4 x 1GE Network Module	Cisco Systems Inc.	7.00	\$209.10	\$1,463.70
46	C1A1TCAT93001 Cisco ONE Advantage Term T1, C9300 24-port	Cisco Systems Inc.	7.00	\$0.00	\$0.00

47	C1A1TCAT93001-5Y Cisco ONE Advantage Subscription C9300 24-Port - 5Y	Cisco Systems Inc.	7.00	\$1,787.60	\$12,513.20
48	C1-C9300-TRK-5Y Cisco ONE Subscription SKU 5Y	Cisco Systems Inc.	7.00	\$0.00	\$0.00
49	C1-ISE-BASE-TRK-5Y Cisco ONE Subscription ISE BASE 5Y	Cisco Systems Inc.	175.00	\$0.00	\$0.00
50	C1-ISE-PLS-TRK-5Y Cisco ONE Subscription SKU ISE Plus 5Y	Cisco Systems Inc.	175.00	\$0.00	\$0.00
51	C1-SWATCH-TRK-5Y Cisco ONE Subscription SWATCH SKU 5Y	Cisco Systems Inc.	175.00	\$0.00	\$0.00
52	C9300-NM-8X Catalyst 9300 8 x 10GE Network Module	Cisco Systems Inc.	1.00	\$1,045.50	\$1,045.50
53	ASA5506-FPWR-BUN ASA 5506-X with FirePOWER Svcs. Chassis and Subs. Bundle	Cisco Systems Inc.	2.00	\$0.00	\$0.00
54	ASA5506-K9 ASA 5506-X with FirePOWER services, 8GE, AC, 3DES/AES	Cisco Systems Inc.	2.00	\$407.95	\$815.90
55	CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	Cisco Systems Inc.	2.00	\$0.00	\$0.00
56	L-ASA5506-TA= Cisco ASA5506 FirePOWER IPS License	Cisco Systems Inc.	2.00	\$0.00	\$0.00
57	L-ASA5506-TA-5Y Cisco ASA5506 FirePOWER IPS 5YR Subscription	Cisco Systems Inc.	2.00	\$434.60	\$869.20
58	SFP-H10GB-CU1M= 10GBASE-CU SFP+ Cable 1 Meter	Cisco Systems Inc.	6.00	\$41.00	\$246.00
59	SFP-10G-LRM= 10GBASE-LRM SFP Module	Cisco Systems Inc.	34.00	\$451.00	\$15,334.00
60	GLC-TE= 1000BASE-T SFP transceiver module for Category 5 copper wire	Cisco Systems Inc.	24.00	\$184.50	\$4,428.00
61	900-2M-SCLC-MODE SC/LC Mode Conditioning SM/MM Fiber Cable, 2m	Arrow Wire & Cable	34.00	\$60.00	\$2,040.00
62	DN1-HW-APL DNA Center Appliance	Cisco Systems Inc.	1.00	\$31,635.60	\$31,635.60
63	DN1-SW-1.0 DNA Center SW 1.0	Cisco Systems Inc.	1.00	\$0.00	\$0.00
64	R-ISE-VM-K9= Cisco Identity Services Engine VM (eDelivery)	Cisco Systems Inc.	1.00	\$2,455.90	\$2,455.90
65	AMS-MS-FLEX-PRE-20 \$4,600 Block of Premium Flex Support Hours - 20 Hours - Cisco 9500 switches, DNA, ICE configuration	AMS.NET	4.00	\$4,600.00	\$18,400.00

66	AMS-NI-LAN-CISCO-EDGE-STACKABLE Labor: Cisco Remote Switch Installation - 9300 Switches	AMS.NET	9.00	\$1,000.00	\$9,000.00
67	AMS-NI-LAN-CISCO-EDGE-STACKABLE Labor: Cisco Edge Switch Installation - 9300 Switches	AMS.NET	11.00	\$500.00	\$5,500.00
68	AMS-NI-SEC-ASA-VPN Labor: Cisco ASA Firewall with VPN Setup	AMS.NET	2.00	\$2,000.00	\$4,000.00
69	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$265,946.75
				Estimated Tax:	\$14,329.29
				Quote Total:	\$280,276.04

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00023846, UC 11.5 Voice Upgrade Rev2					
1	PVDM4-32 32-channel DSP module	Cisco Systems Inc.	2.00	\$762.79	\$1,525.58
2	FL-CUBEE-25 Unified Border Element Enterprise License - 25 sessions	Cisco Systems Inc.	2.00	\$1,343.86	\$2,687.72
3	ISR4321-V/K9 Cisco ISR 4321 Bundle, w/UC License, CUBE-10	Cisco Systems Inc.	2.00	\$1,388.73	\$2,777.46
4	CAB-AC-C5-C14 AC Power Cord, Type C5 to C14 converter cable, US, Canada	Cisco Systems Inc.	2.00	\$0.00	\$0.00
5	SISR4300UK9-165 Cisco ISR 4300 Series IOS XE Universal	Cisco Systems Inc.	2.00	\$0.00	\$0.00
6	NIM-1MFT-T1/E1 1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	Cisco Systems Inc.	2.00	\$641.64	\$1,283.28
7	CP-7841-K9= Cisco UC Phone 7841	Cisco Systems Inc.	25.00	\$163.78	\$4,094.50
8	CP-8851-K9= Cisco IP Phone 8851	Cisco Systems Inc.	25.00	\$275.95	\$6,898.75
9	ATA190 UC 2 Port Analog Telephone Adapter	Cisco Systems Inc.	9.00	\$134.61	\$1,211.49
10	ATA-PWRCLIP-NA ATA power clip for North America	Cisco Systems Inc.	9.00	\$0.00	\$0.00
11	VG310 Cisco VG310 - Modular 24 FXS Port Voice over IP Gateway	Cisco Systems Inc.	1.00	\$2,665.28	\$2,665.28
12	AMS-NI-UC-FOC Labor: Cisco C220 vmware upgrade (2 servers)	AMS.NET	8.00	\$230.00	\$1,840.00

13	AMS-NI-UC-FOC Labor: Systems Engineer VOICE (Unified Communications) UC 11.5 Upgrade. Please Note: Customer will be responsible for deploying and configuring new phones.	AMS.NET	71.00	\$230.00	\$16,330.00
14	AMS-NI-UC-FOC Labor: Systems Engineer VOICE - PRI to SIP Migration, 911 configuration	AMS.NET	44.00	\$230.00	\$10,120.00
15	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
				Subtotal:	\$51,434.06
				Estimated Tax:	\$1,789.94
				Quote Total:	\$53,224.00

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Quote # Q-00025067, 5 Year MWaaS Standard - Firewall/Switching					
1	AMS-MS-MWaaS-CISCO-ENH-FW-1 Cisco MWaaS -Enhanced - Firewall - 1 Year Monthly Sub.	AMS.NET	4.00	\$22.00	\$5,280.00
2	AMS-MS-MWaaS-CISCO-ENH-SW-1 Cisco MWaaS -Enhanced - Core Switch - 1 Year Monthly Sub.	AMS.NET	2.00	\$22.00	\$2,640.00
3	AMS-MS-MWaaS-CISCO-STD-SW-1 Cisco MWaaS -Standard - Edge Switch - 1 Year Monthly Sub.	AMS.NET	20.00	\$22.00	\$26,400.00
				Subtotal:	\$34,320.00
				Estimated Tax:	\$ 0.00
				Quote Total:	\$34,320.00

Order Summary

Project Total	\$589,924.25
Estimated Total Taxes	\$16,119.23
Grand Total	\$606,043.48

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collections costs and attorney fees for late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net. A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/.

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508



AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

Please fax signed Quotation or Purchase Order to your
AMS.NET account manager or to 925.245.6150. Full terms and
conditions can be viewed on our website at
www.ams.net/services/procurement-and-financing/.

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Company Facts

Legal Name: AMS.NET Inc.

Type: Delaware Corporation

Principal Owner: Robert Tocci

Years in Business: 28 Years

Number of Employees: 115

Website: www.ams.net

Email: sales@ams.net

Phone: 800-893-3660/925-245-6100

Fax: 925-245-6150

Locations:

Headquarters: 502 Commerce Way, Livermore, CA 94551-7812

Livermore Regional Office: 5914 Las Positas Road, Livermore, CA 94551

Sacramento Regional Office: 1200 Creekside Drive

Folsom, CA 95630, Phone 800-893-3660

Central Valley Regional Office: 1155 East North Avenue, Suite 106

Fresno, CA 93725, Phone 559-733-1641, Fax 559-713-6692

Southern California Regional Offices: 12130 Mora Drive., Suite 1,

Santa Fe Springs, CA 90670, Phone 800-893-3660

41690 Enterprise Circle North, Suite 230, Temecula, CA 95290

CMAS, NASPO & E-Rate SPIN Numbers

Tax ID: 94-3291626

Contractor License C-7: 763508

Expires 4/30/2018

DUNS#: 556116234

DIR#: 1000001046

FCC RN: 0012300554

E-Rate SPIN: 143005880

Microsoft MCSE's: 1673446, 2056976

Merced County FOCUS Contract #2015109

SPURR Master Contract

PEPPM Contract

GSA Contract:

GS-35F-0022W, *Expires 10/22/2019*

Cisco CMAS: 3-11-70-0291U, *Expires 12/31/2018*

HP CMAS: 3-15-70-291AB, *Expires 10/31/2018*

EMC, Nimble CMAS 3-15-70-291AA, *Expires 3/31/2022*

Aerohive Networks CMAS: 3-13-70-0291X, *Expires 12/31/2020*

Citrix, Brocade, Barracuda CMAS: 3-11-70-0291V, *Expires 9/30/17*

Cabling CMAS: 3-17-70-0291AC, *Expires 7/31/2018*

Cabling CMAS (Triplite): 3-14-70-0291X, *Expires 5/31/2018*

Bosch CMAS: 3-17-84-0065A, *Expires 11/30/2020*

Arecont Vision CMAS: 3-18-84-0065B, *Expires 5/19/2018*

Rukus CMAS: 3-15-70-03218A, *Expires 2/29/2020*

Cisco NASPO: 7-14-70-04 (Utah AR-233), *Expires 5/31/2019*

HP/Nimble NASPO: California NASPO II – A633909-CA, Location ID- 1001739

EMC NASPO: 7-14-70-14 (CA AR-620), *Expires 5/31/2019*

Pure Storage NASPO: 7-15-70-34-019, *Expires 3/31/2018*

Palo Alto Networks NASPO: 7-14-70-11, *Expires 5/31/2019*

Certifications

Cisco Gold Certified Partner,
Cisco Meraki Partner, HP Silver Partner,
Aruba HPE Gold Partner, Mist, Aerohive,
Ruckus Top Dog Partner, Nimble Storage,
Microsoft Silver Certified Partner,
Fortinet, Palo Alto Networks, Singewire,
Panduit, Leviton, Berk-Tek
Superior Essex and more

Cisco Specializations

Advanced Enterprise Network Architecture, Advanced Data Center
Architecture, Advanced Collaboration Architecture, Advanced Security
Architecture, Identity Services Engine Authorized Technology
Provider, Physical Security Authorized Technology Provider,
ATP- Energy Management – Energy Management Suite Integrator,
Customer Satisfaction Excellence



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

DATE: 4/3/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting the Transfer of Property Located at 1425 Railroad Avenue (APN 086 180-031) from the Successor Agency of the City of Pittsburg

MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

The former Redevelopment Agency of the City of Pittsburg, now known as the Successor Agency, owns a certain real property located at 1425 Railroad Avenue, also known as Contra Costa County APN 086 180 031 (the "Property"). The Successor Agency proposes to transfer and the City of Pittsburg (the "City") proposes to accept the Property for the purpose of constructing public improvements.

FISCAL IMPACT

The transfer is at no cost to the City. However, since the Property is a transfer from the Successor Agency to the City, there will be no funds distributed to the taxing agencies, including to the City.

RECOMMENDATION

City Council adopt the Resolution transferring the Property to the City.

BACKGROUND

On June 29, 2011, the Governor signed into law AB 26 (together with AB 1484 and SB 107, the "Dissolution Act") which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012.

Section 34191.5 requires a successor agency to prepare a long range property management plan (the "LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency. The Successor Agency's LRPMP was

approved by the California State Department of Finance (the "DOF") on December 12, 2014 and was later amended and approved by the DOF on December 31, 2015.

On March 19, 2018, the Successor Agency transferred the Property to the City by Resolution 18-040.

On March 22, 2018, the Oversight Board to the Successor Agency (the "Oversight Board") adopted Resolution 18-066OSB, authorizing the transfer of the Property from the Successor Agency to the City.

Under the Dissolution Act, the Oversight Board is charged with directing the Successor Agency to dispose of Successor Agency assets. However, the Oversight Board may instead direct the Successor Agency to transfer ownership of those assets that were or may be constructed and used for a governmental purpose.

SUBCOMMITTEE FINDINGS

Not Applicable

STAFF ANALYSIS

The City is considering various types of public improvements that will address the traffic conditions that are becoming worse, the concerns related to pedestrian safety, and the anticipated demand of public parking as a result of the opening of a BART station on Railroad Avenue.

The Property is located immediately east of North Parkside Drive, off Railroad Avenue and is less than one-half mile from BART's Pittsburg Center Station. The City has determined that the Property is of benefit to the community and will work towards improving the congestion and addressing concerns regarding traffic, safety, and parking.

ATTACHMENTS: Resolution

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Accepting)
The Transfer of Property Located at 1425) RESOLUTION NO. 18-
Railroad Avenue (APN 086-180-031) From the)
Successor Agency of the City of Pittsburg)

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

WHEREAS, the former Redevelopment Agency of the City of Pittsburg, now known as the Successor Agency, owns a certain real property located at 1425 Railroad Avenue, also known as Contra Costa County APN 086-180-031 (the "Property"); and

WHEREAS, on June 29, 2011, the governor signed into law AB 26 (together with AB1484 and SB 107, the "Dissolution Act") which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012; and

WHEREAS, Section 34191.5 of the Dissolution Act requires a successor agency to prepare a long range property management plan (the "LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency; and

WHEREAS, the LRPMP was approved by the California State Department of Finance on December 12, 2014; and

WHEREAS, on December 17, 2015, the Oversight Board to the Successor Agency (the "Oversight Board") adopted Resolution 15-042OSB, amending the LRPMP; and

WHEREAS, Resolution 15-042OSB was approved by the DOF in letter dated December 31, 2015; and

WHEREAS, the City of Pittsburg (the "City") has determined that the Property is needed for the purpose of constructing public improvements that will address the traffic conditions, pedestrian safety, and the anticipated demand for public parking as a result of the opening of the BART's Pittsburg Center Station on Railroad Avenue; and

WHEREAS, on March 19, 2018, the Successor Agency transferred the Property to the City by Resolution 18-040; and

WHEREAS, on March 22, 2018, the Oversight Board adopted Resolution 18-066OSB, authorizing the transfer of the Property from the Successor Agency to the City; and

WHEREAS, under the Dissolution Act, the Oversight Board is charged with directing the Successor Agency to dispose of Successor Agency assets. However, the Oversight Board may instead direct the Successor Agency to transfer ownership of those assets that were or may be constructed and used for a governmental purpose.

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

Section 1.

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

Section 2.

The City Council hereby adopts this Resolution and accepts the transfer of the Property from the Successor Agency for governmental use purposes.

Section 3.

The City Manager is hereby authorized to execute any and all documents and take such further actions as may be necessary or appropriate to carry out the City Council's direction pursuant to this Resolution.

Section 4.

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

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of April 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

DATE: 4/4/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Lease Agreement by and between the City of Pittsburg and Frank P. Macaluso, as Trustee of the Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015 for the Properties Known as Contra Costa County APNs 085-020-003 and 085-020-004

MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

The City of Pittsburg is the owner of two (2) real properties consisting of land and marina that is approximately 871 square feet and 439,085 square feet, both with a street address of Montezuma Street, known as Contra Costa County APNs 085-020-003 and 085-020-004 (collectively the "Property"). The City and Frank Macaluso, as Trustee of the Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015, also doing business as Vee Jay Marine (the "Tenant") propose to enter into a lease agreement (the "Lease") for the Property.

FISCAL IMPACT

The term of this Lease (the "Term") shall commence on May 1, 2018 (the "Commencement Date") and expire on the twenty-fifth (25th) anniversary of the Commencement Date. The Tenant shall pay the City rent for the Property (the "Rent") during the Term in the amount of Two Cents (\$0.02) per square foot per month, which is equal to One Thousand Three Hundred Sixty-Three Dollars and Fourteen Cents (\$1,363.14) per month. On the first anniversary of the Commencement Date, and annually thereafter, the Rent shall increase by three percent (3%).

RECOMMENDATION

City Council adopt the Resolution approving the Lease.

BACKGROUND

On June 29, 2011, the Governor signed into law AB 26, also referred to as the “Dissolution Act” which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012.

On June 27, 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 further clarified the Dissolution Act which included the process in which properties are to be disposed by the former redevelopment agencies.

Pursuant to AB 26 and AB1484, the Successor Agency to the Redevelopment Agency of the City of Pittsburg (the “Successor Agency”), prepared its long range property management plan (the “LRPMP”), which was later amended and approved by the Oversight Board to the Successor Agency (the “Oversight Board”) and then by the California State Department of Finance (the “DOF”). Pursuant to SB 107, Section 34191.5 (f), Oversight Board actions to implement the disposition of property pursuant to an approved LRPMP shall not require review by the DOF.

Paul M. Stansky, a certified general appraiser, submitted an appraisal report dated January 26, 2017, which appraised 6 Bayside Drive (the “Successor Agency Property”) at Six Hundred Thousand Dollars (\$600,000).

On May 25, 2017, the Oversight Board adopted Resolution No. 17-059OSB, approving a purchase and sale agreement between the Successor Agency and the Tenant for the sale and disposition of the Successor Agency Property. Escrow is anticipated to close by April 30, 2018.

SUBCOMMITTEE FINDINGS

Not Applicable

STAFF ANALYSIS

The Tenant has been leasing the Successor Agency Property and the Property since June 30, 1989 and has successfully owned and operated Vee Jay Marine, a boat haul-out facility, marine repair yard, retail business for boat supplies, and boat storage. Due the Dissolution Act forcing the sale of the Successor Agency Property, the Tenant made an offer to purchase the Successor Agency Property at full appraised value. The offer was accepted by the Successor Agency and the PSA was approved by the Oversight Board.

The Property consists of a paved area, access to the marina, and the driveway that allows ingress and egress to and from the Successor Agency Property and Vee Jay Marine operations. Due to the nature of the Tenant’s business, lease of the Property is imperative in order for the Tenant to continue a successful business.

Pursuant to the Lease, the Tenant will be taking the burden of maintenance from the City and has accepted the obligations of maintenance and repair of the Property. The Lease will provide a rental revenue stream to the City. Finally, the Lease will ensure the continued existence of a local business.

ATTACHMENTS: Resolution
Lease Agreement

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Approving a)
Lease Agreement by and between the City of)
Pittsburg and and Frank P. Macaluso, as Trustee)
Of the Frank P. Macaluso 2015 Living Trust, U/A) RESOLUTION NO. 18-
Dated October 19, 2015 for the Properties Known)
As Contra Costa County APN Nos. 085-020-003)
And 085-020-004)

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on June 29, 2011, the governor signed into law AB 26, also referred to as the "Dissolution Act" which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012; and

WHEREAS, on June 27, 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 further clarified the Dissolution Act which included the process in which properties are to be disposed by the former redevelopment agencies; and

WHEREAS, pursuant to AB 26 and AB1484, the Successor Agency to the Redevelopment Agency of the City of Pittsburg (the, "Successor Agency"), prepared its long range property management plan (the "LRPMP"), which was later amended and approved by the Oversight Board to the Successor Agency (the "Oversight Board") and then by the California State Department of Finance (the "DOF"); and

WHEREAS, pursuant to SB 107, Section 34191.5 (f), Oversight Board actions to implement the disposition of property pursuant to an approved LRPMP shall not require review by the DOF; and

WHEREAS, Paul M. Stansky, a certified general appraiser, submitted an appraisal report dated January 26, 2017, which appraised 6 Bayside Drive (the "Successor Agency Property") at Six Hundred Thousand Dollars (\$600,000); and

WHEREAS, on May 25, 2017, the Oversight Board adopted Resolution No. 17-059OSB, approving a purchase and sale agreement between the Successor Agency and Frank Macaluso, as Trustee of the Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015, also doing business as Vee Jay Marine (the "Tenant") for the sale and disposition of the Successor Agency Property. Escrow is anticipated to close by March 30, 2018; and

WHEREAS, the City of Pittsburg is the owner of two (2) real properties consisting of land and marina that is approximately 871 square feet and 439,085 square feet, both with a street address of Montezuma Street, known as Contra Costa County APNs 085-020-003 and 085-020-004 (collectively the "Property"); and

WHEREAS, the City and the Tenant propose to enter into a lease agreement (the "Lease") for the Property.

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

Section 1.

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

Section 2.

The City Council hereby adopts the Resolution approving the Lease.

Section 3.

The City Manager is hereby authorized to execute the Lease and to execute such other documents and take such further actions as may be necessary or appropriate to carry out the City Council's obligations pursuant to this Resolution.

Section 4.

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

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 16th day of April 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

LEASE AGREEMENT

by and between the

CITY OF PITTSBURG

and

**FRANK P. MACALUSO, as the Trustee of the FRANK P. MACALUSO 2015 LIVING
TRUST, U/A dated October 19, 2015**

for Properties Located at Montezuma Street (APNs 085-020-003 and 085-020-004)

May 1, 2017

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This LEASE AGREEMENT (this "**Lease**" or this "**Agreement**"), dated as of May 1, 2018 (the "**Effective Date**"), is entered into by and between the City of Pittsburg, a municipal corporation (hereafter the "**City**" or the "**Landlord**") and Frank Macaluso, as Trustee of the Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015, also doing business as Vee Jay Marine (the "**Tenant**"). Landlord and Tenant are hereafter collectively referred to as the "**Parties**."

RECITALS

A. The City is the owner of two (2) real properties consisting of land and marina that is approximately 871 square feet and 439,085 square feet, both with a street address of Montezuma Street, known as Contra Costa County APN Nos. 085-020-003 and 085-020-004 located in the City of Pittsburg (collectively the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. The City will lease to the Tenant and the Tenant will lease from the City a portion of the Property consisting of approximately 68,157 square feet (the "**Premises**") as shown in Exhibit B attached hereto and incorporated herein by this reference.

C. The Tenant previously leased 6 Bayside Drive, known as Contra Costa County APN No. 085-041-031 (the "**Successor Agency Property**") and the Premises, pursuant to that certain lease by and between the City and Vee Jay Enterprises dated February 27, 1989 (the "**Prior Lease**").

D. The Successor Agency Property, shown as Parcel B on Exhibit C, was previously owned by the former Redevelopment Agency of the City of Pittsburg.

E. On June 29, 2011, the Governor signed into law AB 26, also referred to as the "Dissolution Act" which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012.

F. Pursuant to the Dissolution Action, Section 34191.5, the Successor Agency for the Redevelopment Agency of the City of Pittsburg is required to prepare a long range property management plan (LRPMP) in order to dispose of its assets. The LRPMP was approved and later amended by the California State Department of Finance on December 31, 2015.

G. The Successor Agency sold and Tenant purchased the Successor Agency Property pursuant to the LRPMP and the Dissolution Act. Due to the sale of the Successor Agency Property to Tenant, the Parties desire to terminate the Prior Lease and enter into a new lease for the Premises.

H. The Tenant desires to lease the Premises from the City in order to operate and maintain a boat haul-out facility, marine repair yard, retail business for boat supplies and boat storage.

I. The Tenant desires to lease the Premises from City, and City desires to lease the Property to the Tenant, subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Tenant hereby agree as of the Effective Date as follows.

ARTICLE I DEFINITIONS; DEMISE OF PROPERTY

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section. Additional definitions are set forth in the Recitals and the text of this Agreement.

- (a) **"Applicable Laws"** is defined in Section 6.7.
- (b) **"Claims"** is defined in Section 3.2.
- (c) **"Commencement Date"** is defined in Section 2.1.
- (d) **"Default Rate"** is defined in Article X.
- (e) **"Expiration Date"** is defined in Section 2.1.
- (f) **"Force Majeure"** is defined in Section 14.1.
- (g) **"Hazardous Materials"** is defined in Section 7.5.1.
- (h) **"Hazardous Materials Claims"** is defined in Section 7.2(c).
- (i) **"Hazardous Materials Laws"** is defined in Section 7.5.2.
- (j) **"Impositions"** is defined in Section 3.1.
- (k) **"Improvements"** is defined in Article V.
- (l) **"Indemnitees"** is defined in Section 3.2.
- (m) **"Late Payment Penalty"** is defined in Section 2.2.
- (n) **"Lease Termination"** is defined in Section 2.1.

- (o) “**Property**” is defined in Recital A.
- (p) “**Remedial Work**” is defined in Section 7.2(e).
- (q) “**Rent**” is defined in Section 2.2.
- (r) “**Term**” is defined in Section 2.1.

1.2 Incorporation of Recitals. The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

1.3 Creation of Lease. City hereby leases to Tenant, and Tenant hereby leases from City, the Premises for the Term subject to the terms and conditions and for the purposes set forth in this Agreement.

1.3 Termination of Prior Lease. City and Tenant hereby agree to terminate the Prior Lease effective on the Commencement Date.

ARTICLE II

TERM OF LEASE; RENT; SECURITY DEPOSIT

2.1 Term. The term of this Agreement (the “**Term**”) shall commence on May 1, 2018 (the “**Commencement Date**”), and unless terminated earlier or extended pursuant to the provisions hereof, shall expire on the twenty-fifth (25th) anniversary of the Commencement Date (the “**Expiration Date**”). The expiration of the Term or the sooner termination of this Agreement is referred to herein as the “**Lease Termination**.”

2.1.1 Mutual Option to Extend. Prior to the Expiration Date, the Parties may, by mutual written agreement, extend the Term by a period of fifteen (15) years (the “**Initial Extension**”). In the event that Tenant desires to exercise this option, Tenant shall notify City no later than 180 days prior to the Expiration Date. If the Parties agree to such extension, the Parties may also, by mutual written agreement, extend the term by an additional period of ten (10) years prior to the end of the Initial Extension (the “**Second Extension**”). Tenant shall notify City no later than 180 days prior to the end of the First Extension of Tenant’s desire to exercise the option for the Second Extension.

2.2 Rent. Commencing on the Commencement Date, the Tenant shall pay to the City rent for the Premises (“**Rent**”) during the Term in the amount of Two Cents (\$0.02) per square foot of the Premises per month, which is equal to One Thousand Three Hundred Sixty-Three Dollars and Fourteen Cents (\$1,363.14) per month. Rent is due and payable on the first day of each month to the City at the address shown in Section 14.5.2 or such other place as the City may designate in writing. In the event the Tenant fails to pay Rent by the close of business on the fifteenth day of each month, the Tenant shall pay the City (i) ten percent (10%) late fee of unpaid rent (the “**Late Payment Penalty**”) and (ii) seven percent (7%) interest accrued daily on such late Rent due to the City, which shall be

included with the payment of Rent. If the Tenant's check is returned by the financial institution on which it is drawn for insufficient funds, the Tenant shall pay the City's customary return check charge in addition to applicable Late Payment Penalty. On the first anniversary of the Commencement Date, and annually thereafter, the Rent shall increase by three percent (3%).

2.2.1 Rent During Extension Periods. If the Parties mutually elect to extend the Term pursuant to Section 2.1.1, the Parties may mutually agree in writing upon a Rent for the First and Second Extension by using one appraiser to determine the Rent based upon the current market rate. The Fees of the appraiser shall be divided equally between the Parties. If the Parties are unable to mutually agree upon the amount of Rent for any extension, the Rent shall be determined as follows:

Each Party shall complete and pay for its own rent appraisal of the Premises to determine the fair market rent of the Premises at the time of the Appraisal. Upon receipt, each Party shall provide a copy of its appraisal to the other Party. If the fair market rent for the Premises as determined by the appraisals differs by ten percent (10%) or less, then the Rent for the Premises during the First Extension shall be an average of the two appraisals. If the fair market rent for the Premises as determined by the appraisals differs by more than ten percent (10%), the parties shall attempt to reach agreement on a lease rate for the Premises within twenty (20) days of receipt of the last appraisal. If the Parties cannot reach agreement on a lease rate for the Premises, each Party shall instruct its appraiser to confer with the other appraiser and mutually select a third appraiser to determine the fair market rent for the Premises in the condition existing as of that date. Landlord and Tenant shall each pay one-half of the costs incurred in connection with the third appraisal. Upon receipt of the third appraisal, the Rent for the Premises during the First Extension shall equal:

- i. the average amount of the fair market rent determinations of the three (3) appraisals, if neither the low nor the high appraisal of fair market rent is more than ten percent (10%) higher or lower, as applicable, of the middle appraisal; or
- ii. the middle amount, if both the low and the high appraisal of fair market rent is more than ten percent (10%) higher or lower than the fair market rent determined by the middle appraisal; or
- iii. the sum total divided by two of the remaining appraisals, if only one (1) appraisal is more than ten percent (10%) higher or lower than the others.

If the Rent determined pursuant to the processed described above exceeds the fair market rent determination of either Party's appraiser by more than ten percent (10%), that Party may terminate this Lease by so notifying the other Party in writing within thirty (30) days after the determination of the Rent.

The process described above shall also apply if the Parties mutually agree to the Second Extension.

2.3 Additional Rent. As additional rent (the “**Additional Rent**”), the Tenant shall pay and discharge when due, all Impositions described in Article III, all insurance premiums, utility costs, maintenance costs and all other liabilities and obligations which the Tenant assumes or agrees to pay or undertake pursuant to this Agreement.

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

ARTICLE III TAXES, ASSESSMENTS AND OTHER CHARGES

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

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

3.1.2 Evidence of Payment. Upon request by the City, the Tenant shall furnish, in form satisfactory to the City, evidence of payment prior to delinquency of all Impositions payable by the Tenant.

3.2 Tenant Right to Contest. The Tenant shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending the Tenant's covenant to pay any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all Applicable Laws and otherwise in a manner that does not subject the City's title to the Property or Premises to foreclosure or forfeiture. The Tenant shall indemnify, defend, and hold the City and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "**Indemnitees**") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "**Claims**") arising as a result of or in connection with any such contest brought by the Tenant. During any contest of an Imposition, the Tenant shall (by payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the City's title, reversion or other interest in the Premises. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 3.2, the Tenant shall immediately pay such Imposition and all costs and expenses relating to such challenge.

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

ARTICLE IV RESERVED

ARTICLE V ALTERATIONS AND NEW CONSTRUCTION

During the Term of this Agreement, the Tenant shall not make any permanent change, alteration or addition to the Premises (collectively, the "**Improvements**") without the prior written consent of the City.

ARTICLE VI

MANAGEMENT, USE AND OPERATION OF THE PROPERTY

6.1 Permitted Uses. The Tenant may use the Premises to operate and maintain a boat haul-out facility, marine repair yard, retail business for boat supplies, and boat storage and for no other purposes without the prior written consent of the City. The Tenant shall not use or permit the Premises to be used in whole or in part during the Term for any purpose other than as permitted pursuant to this Agreement or by the City's written consent. Tenant shall continuously use the Premises for the uses specified in this Section.

6.2 Nondiscrimination. The Tenant herein covenants by and for the himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the Tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

6.3 Easements; Reservation of Rights. The City reserves the right to locate and construct its own utilities and to grant nonexclusive easements across the Property and Premises for utility and other purposes including the installation, maintenance, repair and replacement of utilities; provided that the exercise of such rights do not unreasonably interfere with the Tenant's use of the Premises for the purposes set forth herein.

6.4 Maintenance and Inspection of the Premises.

6.4.1 Maintenance. At the Tenant's sole cost and expense throughout the Term, the Tenant shall operate, maintain and manage the Premises, including all landscaping and improvements thereon and the rock rip rap slope adjacent to the Property and Premises, in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. In addition to the foregoing, Tenant shall also be responsible for resurfacing the asphalt on the Premises as necessary in order to keep the asphalt in reasonably good condition. The Tenant shall ensure that the Premises is served by adequate lighting in accordance with applicable building codes. The Tenant shall promptly, at the Tenant's own cost and expense, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. The Tenant shall keep and maintain all portions of the Premises in a reasonably clean and orderly

condition, free of accumulation of rubbish, graffiti and noxious weeds, and keep the Premises in condition not detrimental to the surrounding properties and free from hazards to the general public. The Tenant's failure to maintain the Premises in accordance with this Agreement shall, in the City's discretion, be grounds for termination of this Agreement pursuant to Article XIII.

6.4.2 Inspection. At any time during the Term, upon reasonable advance notice and during normal business hours, the City may conduct inspections of the Premises to confirm that it is being properly maintained as required herein. Following its inspection, the City may deliver to the Tenant written notification of any portions of the Premises which the City has determined are not being properly maintained, and the Tenant shall promptly prepare and deliver to the City the Tenant's proposed plan for remedying the indicated deficiencies. The Tenant's failure to deliver a remedial plan and to complete remedial work within a reasonable time as determined by the City in its reasonable discretion shall be a default under this Agreement.

The failure of the City to inspect or to notify the Tenant of any deficiency shall not be a waiver of default or of the City's right to enforce the Tenant's maintenance and repair obligations. The Tenant shall defend (with counsel reasonably acceptable to the City), indemnify and hold the Indemnitees harmless from and against any and all Claims arising out of the Tenant's failure to fully and timely fulfill its obligations to maintain and repair the Premises as required hereunder.

6.5 City's Right to Perform Tenant Obligations. If following notice and the expiration of any applicable cure period as set forth in Section 13.2.1, the Tenant fails to perform its obligations to maintain the Premises in accordance with the standards set forth in this Agreement, the City shall have the right, but not the obligation, to perform such work upon delivery of written notice to the Tenant, and the Tenant shall reimburse the City for all expenditures the City incurs in connection with such work together with interest thereon at the Default Rate specified in Article X. The City's election to undertake such obligation shall not operate as a waiver of any other right or remedy the City may have pursuant to this Agreement.

6.6 City Not Obligated to Perform Repairs. Notwithstanding any contrary provision herein, the City shall not be obligated to make any repairs, alterations, additions, improvements or betterments to the Premises during the term of this Agreement nor shall the City be obligated to maintain or operate the Premises.

6.7 Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, California Civil Code Section 51, et seq. Tenant shall comply with all City ordinances and regulations relating to noise, business hours, pertaining to the use,

operation, and management of the Premises. (All of the foregoing state, federal and local laws, regulations and ordinances are referred in this Lease as the “**Applicable Laws.**”) The Tenant shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of law. The Tenant shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of law.

6.8 Tenant Right to Contest. The Tenant shall have the right to contest by appropriate proceedings, in the name of the Tenant, and without cost or expense to the City, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrance of any lien, charge or liability against the Premises or Tenant’s interest therein, and without subjecting the Tenant or the City to any liability, civil or criminal, for failure so to comply therewith, the Tenant may delay compliance therewith until the final determination of such proceeding. The Tenant shall indemnify, defend (with counsel approved by the City), protect and hold the Indemnitees harmless from and against all Claims arising in connection with any such contest brought by the Tenant. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII

CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

7.1 Condition of the Premises.

7.1.1 AS-IS Condition. The Tenant will lease the Premises in its “AS IS” condition as such condition exists as of the Commencement Date, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, if any, that may be located on, under, or around the Premises, whether known or unknown, suspected or unsuspected, actual or potential. Tenant has been in possession of the Premises, pursuant to the Prior Lease, for over 20 years. During that period of time, Tenant has become very familiar with the Property and Premises. Accordingly, Tenant has no need or desire to complete physical inspections of the Premises or due diligence related to the purchase of the lease of the Premises. Tenant hereby waives the opportunity to conduct due diligence and physical inspection of the Premises.

7.1.2 No Representations. The Tenant acknowledges that except as expressly set forth herein, the City makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the Tenant’s purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of the Tenant or the City hereunder. The Tenant shall rely solely on its own independent

investigation and judgment as to all matters relating to the Premises The Tenant acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Tenant deemed necessary to determine the condition of the Premises, and has approved all such characteristics and conditions and shall lease the Property in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Tenant further acknowledges that the City has made available all data and information on the Premises available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

7.2 Tenant's Covenants. The Tenant hereby covenants and agrees that throughout the Term:

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

(b) The Tenant shall not permit the Premises or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall the Tenant permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used as part of a boat haul-out facility, marine repair yard and retail business for boat supplies, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

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

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

(e) If the presence of any Hazardous Material on the Premises results in any contamination of the Property and/or Premises in violation of Hazardous Materials Laws, except to the extent such contamination is caused by the City, the Tenant shall promptly take all actions at its sole expense as are necessary to remediate the Property and/or Premises as required by law; provided that the City's approval of such actions shall first be obtained, which approval may be withheld in the City's reasonable discretion. All costs and expenses of any Remedial Work shall be paid by the Tenant, it being understood that the City shall incur no cost, expense or liability in connection with any Remedial Work. The City shall have the right, but no obligation, to join and participate in, as a party if it so elects at the City's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, "**Remedial Work**" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Property and/or Premises.

7.3 Release of Claims. The Tenant hereby waives, releases and discharges forever the Indemnitees from all present and future Claims the Tenant may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Premises; provided however, this release excludes and shall not apply to (i) any Hazardous Material that originates from any City- or City-owned property other than the Premises and which migrates onto the Premises after the Commencement Date, or (ii) any Hazardous Materials that are generated or caused by the Indemnitees' acts or omissions after the Commencement Date.

The Tenant is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

As such relates to this Section 7.3, the Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant Initials

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

7.5 Definitions.

7.5.1 Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean

Water Act (33 U.S.C. §1317); (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

7.5.2 Hazardous Materials Laws. As used herein “**Hazardous Materials Laws**” means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 7.5.1, as any of the foregoing may be amended from time to time.

ARTICLE VIII INDEMNITY AND INSURANCE

8.1 Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by the Tenant on the Premises, (iv) any breach or default by the Tenant in the performance of any covenant or agreement to be performed by the Tenant pursuant to the terms of this Agreement, (v) any negligence of the Tenant, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Premises, and (vii) the furnishing of labor or materials by the Tenant or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, the Tenant, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. If an insurer under insurance required to be maintained by the Tenant hereunder shall undertake to defend the City under a reservation of rights with respect to ultimate coverage and the City shall reasonably deem it necessary to retain independent counsel with respect to such matter, the Tenant shall pay the reasonable fees of such counsel. The obligations of the Tenant under this Article XIII shall not apply to any Claim or other matter to the extent such arises as a result of the gross negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

8.2 Insurance Requirements. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the City as additional insured and/or loss payee:

a. Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with

the Tenant's use of the Property and the operation of a business thereon, with a policy limit of at least Two Million Dollars (\$2,000,000) per occurrence.

b. Tenant shall maintain property insurance covering all risks of loss including flood (if required) for 100% of the replacement value of the Premises, the Fixtures and any Improvements, naming the City as loss payee as its interests may appear.

c. Workers' compensation insurance that complies with the statutory requirements of the state of California.

d. Automobile liability insurance for owned, hired and non-owned vehicles, with a combined single limit of at least One Million Dollars (\$1,000,000).

If the Tenant undertakes the construction of any improvements pursuant to Article V, the Tenant shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 8.2.

ARTICLE IX DAMAGE AND DESTRUCTION

9.1 Damage or Destruction. In the event of any damage to or destruction of the Premises during the Term, the City shall elect by written notice delivered to Tenant within sixty (60) days following the date of the occurrence of the damage to either remove the Premises or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Premises, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the City pursuant to this Agreement. If the City does not elect to restore the Premises and the City does not exercise its right to terminate this Agreement pursuant to Section 13.3 within 120 days following the date of the occurrence of the damage, then at the City's option this Agreement shall terminate upon delivery of written notice to the Tenant. If the City elects to restore the Premises, the City shall confer with the Tenant regarding the design and plans for such restoration of the Premises.

9.2 Notice Required. In the event of material damage to or destruction of the Premises, or any part thereof, the Tenant shall promptly give the City notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article IX, damage or destruction

shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000).

9.3 City's Right to Terminate. Notwithstanding any contrary provision of this Article IX, the City shall have the option to terminate this Agreement and be relieved of the obligation to restore the Premises where all or substantially all of the Premises are substantially damaged or destroyed.

ARTICLE X AGENCY'S RIGHT TO PERFORM TENANT'S COVENANTS

If the Tenant shall at any time fail to pay any Imposition or other charge payable by the Tenant to a third party as required by this Agreement, or to comply with the requirements set forth in Section 8.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Agreement, then the City, after thirty (30) days' written notice to the Tenant and without waiving or releasing the Tenant from any obligation of the Tenant hereunder, may (but shall not be required to): (i) pay such Imposition or other charge payable by the Tenant; (ii) pay for and maintain the insurance policies required pursuant to this Agreement, or (iii) make such other payment or perform such other act on the Tenant's part to be made or performed under this Agreement; and the City may enter upon the Premises for such purpose and take all such action thereon as may be reasonably necessary therefor.

All sums paid by the City and all costs and expenses incurred by the City in connection with any such payment or the performance of any such act (together with interest thereon at the Default Rate from the respective dates of the City's making of each such payment) shall constitute additional Rent payable by the Tenant under this Agreement and shall be paid by the Tenant to the City on demand. The "**Default Rate**" shall mean interest calculated at an annual rate equal to the lesser of twelve percent (12%) or the maximum rate of interest permitted by law.

ARTICLE XI MORTGAGES

11.1 Non-Subordination of Fee. Nothing in this Agreement shall be construed as an agreement by the City to subordinate its fee interest in the Premises or its right to rent payments hereunder or any other right of the City herein. Except as expressly set forth in this Agreement, the Tenant shall not mortgage its interest in the Premises without the City's prior written approval. Notwithstanding anything to the contrary, the City shall have no obligation to encumber or otherwise subordinate its fee interest in the Premises or approve any mortgage of the Tenant's leasehold estate.

ARTICLE XII
ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND
ATTORNMEN

12.1 Restrictions on Transfer, Assignment and Encumbrance. The Tenant shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey (“**Transfer**”) its leasehold interest hereunder or any portion of its interest in the Premises or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, without the City’s prior written consent. No voluntary or involuntary assignee, subtenant, or successor in interest of the Tenant shall acquire any rights or powers under this Agreement absent such consent.

12.2 No Involuntary Transfers. Without limiting any other restrictions on transfer contained in this Agreement, no interest of the Tenant in this Agreement, the Premises or part thereof shall be assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the Tenant’s assets for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

Any transfer described in this Section 12.2 shall constitute an Event of Default under this Agreement by the Tenant, and the City shall have the right to terminate this Agreement pursuant to Article XIII as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of the Tenant.

12.3 Assumption Agreement and Release. No permitted Transfer shall be effective until any curable default hereunder shall have been cured and there shall have been delivered to the City an assumption agreement, executed by the transferor and the proposed transferee, whereby such transferee expressly assumes such obligations as arise and/or accrue at any time after such Transfer takes place; and whereby such transferee assumes liability for the obligations of this Agreement.

12.4 Sale by City. Nothing contained in this Agreement shall be deemed in any way to limit, restrict or otherwise affect the right of the City to sell, transfer, assign or convey all or any portion of the right, title and estate of the City in the Property or Premises and in this Agreement; provided, however, that in each such instance any such sale, transfer, assignment or conveyance shall be subject to this Agreement, and the Tenant’s other rights arising out of this Agreement shall not be affected or disturbed in any way by any such sale, transfer, assignment or conveyance. At such time as the City shall sell, transfer, assign or convey the entire right, title and estate of the City in the Premises and in this Agreement, all obligations and liability on the part of the City arising under this Agreement after the effective date of such sale, transfer, assignment or conveyance shall terminate as to the City, and thereupon all such liabilities and obligations shall be binding upon the transferee.

12.5 Nondisturbance. Provided that the Tenant is not in default under this Agreement, the Tenant’s possession, use and enjoyment of the Premises shall not be interfered with,

disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of the City, or any exercise of any remedies under this Agreement.

ARTICLE XIII DEFAULT, REMEDIES AND TERMINATION

13.1 Event of Default. The Tenant shall be in default under this Agreement upon the occurrence of any of the following ("**Events of Default**"):

(a) Payment of Rent. The Tenant at any time is in default hereunder as to payment of Rent and such default continues for three (3) days. City is not required to provide written notice of Tenant's failure to pay Rent.

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

(c) Insurance. The Tenant fails to obtain and maintain any insurance required pursuant to Section 8.2 of this Agreement, and the Tenant fails to cure such default within ten (10) days following receipt of Notice of Default;

(d) Abandonment. The Tenant abandons the Premises and ceases to use it for the purposes authorized hereby for a period of ninety (90) days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure.

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

(f) Non-Monetary Obligations. The Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 13.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the City shall have given written notice of the default to the Tenant; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if the Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

(g) Bankruptcy. The Tenant files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any

present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of the Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(h) Reorganization. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the first date of entry thereof, or any trustee receiver or liquidator of the Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of the Tenant and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Tenant;

(i) Attachment. A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of the Tenant in the Premises and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Tenant;

13.2 Notice and Opportunity to Cure.

13.2.1 Notice of Default. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the “**Notice of Default**”), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

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

13.3 Remedies Upon Default.

13.3.1 City’s Remedies. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the City hereunder and/or provided by law, the City shall have the right to terminate this Agreement and/or the Tenant’s possessory rights hereunder, in accordance with Applicable Law to re-enter the Premises

and take possession thereof and of the Fixtures and any Improvements, and except as otherwise provided herein, to remove all persons and property therefrom, and to store such property at the Tenant's risk and for the Tenant's account, and the Tenant shall have no further claim thereon or hereunder. The City's re-entry or taking of possession of the Premises shall not be construed as an election on the City's part to terminate this Agreement unless the City shall have given written notice of such intention to the Tenant. In no event shall this Agreement be treated as an asset of the Tenant after any final adjudication in bankruptcy except at the City's option so to treat the same but no trustee, receiver, or liquidator of the Tenant shall have any right to disaffirm this Agreement.

13.3.2 Remedies Upon Abandonment. If the Tenant should default under this Agreement and abandon the Premises, the City may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder. Additionally, the City shall be entitled to recover from the Tenant all costs of maintenance and preservation of the Premises, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and the City's interest under this Agreement.

13.3.3 City Right to Continue Lease. In the event of any default under this Agreement by the Tenant (and regardless of whether or not the Tenant has abandoned the Premises), this Agreement shall not terminate (except by an exercise of the City's right to terminate under Section 13.3.1) unless the City makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the Tenant's right to possession. For so long as this Agreement continues in effect, the City may enforce all of the City's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the Tenant's right to possession: (a) acts of maintenance or preservation or efforts to relet the Premises; or (b) the appointment of a receiver upon initiative of the City to protect the City's interest under this Agreement.

13.3.4 Right to Injunction; Specific Performance. In the event of a default by the Tenant under this Agreement, the City shall have the right to commence an action against the Tenant for damages, injunction and/or specific performance. The Tenant's failure, for any reason, to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Agreement.

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

13.4 Remedies Cumulative. No remedy specified in this Article XIV shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

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

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

ARTICLE XIV GENERAL PROVISIONS

14.1 Force Majeure; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Tenant and the City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

14.2 Reserved.

14.3 City's Right to Enter the Property. The City and its agents may enter the Premises from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of nonresponsibility and similar notices, and to discharge the Tenant's obligations hereunder when the Tenant has failed to do so within a reasonable time after written notice from the City.

14.4 Representations of City and Tenant.

14.4.1 The Tenant hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The Tenant has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the Tenant, enforceable against the Tenant in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the Tenant or any provision of any indenture, agreement or other instrument to which Tenant is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the Tenant.

14.4.2 City hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The City has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the City or any provision of any indenture, agreement or other instrument to which the City is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the City.

14.5 Miscellaneous.

14.5.1 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

City: City of Pittsburg
65 Civic Drive
Pittsburg, CA 94565
Attention: City Manager

Tenant: Frank P. Macaluso, as Trustee of the Frank P. Macaluso
2015 Living Trust, U/A dated October 19, 2015
4145 Brookside Drive
Pittsburg, CA 94565

14.5.3 Captions; Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Lease. The Parties

acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.5.4 Successors and Assigns. Subject to the restrictions on transfer set forth in Article XIV, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Lease to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

14.5.5 Short Form of Lease. A memorandum of lease shall be executed by the Parties and recorded in the Official Records of Contra Costa County upon the request of either Party.

14.5.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

14.5.7 Attorney's Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

14.5.8 Indemnity Includes Defense Costs. In any case where either Party is obligated under an express provision of this Lease, to indemnify and to save the other Party harmless from any damage or liability, the same shall be deemed to include defense of the indemnitee by the indemnitor, such defense to be through legal counsel reasonably acceptable to the indemnitee.

14.5.9 No Third-Party Beneficiaries; Disclaimer of Partnership, Lender/Borrower Relationship. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the City does not as a result of this Agreement in any way nor for any purpose become a partner of the Tenant or a joint venturer with the Tenant in the conduct of the Tenant's business or otherwise. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the City and the Tenant. It is further expressly understood and agreed that this Agreement is not intended to, and shall not be construed to create the relationship of lender and borrower, and the City does not, solely as a result of this Agreement, become a lender to the Tenant.

14.5.10 Entire Agreement. This Agreement, together with Exhibit A, which by this reference is hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

14.5.11 Waiver; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

14.5.12 Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof.

14.5.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

14.5.14 Action by the Parties. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City in its capacity as landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council unless the City Manager determines in his or her discretion that such matter requires consideration by the City Council.

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

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the Effective Date.

TENANT:

FRANK MACALUSO,
as Trustee of the Frank P. Macaluso
2015 Living Trust, U/A dated
October 19, 2015

LANDLORD:

CITY OF PITTSBURG,
a municipal corporation

By: _____
Frank Macaluso

By: _____
Joe Sbranti
City Manager

ATTEST:

Amy Van, City Clerk

APPROVED AS TO FORM

Ruthann G. Ziegler, City Attorney

Exhibit A

PROPERTY

APN 085-020-03

Portion of the Rancho Los Medanos described as:

All of that portion of the 50 foot wide strip of land once granted to the Atchison, Topeka and Santa Fe Railway Co. (238 OR 481) lying northerly of the southern line of the 10.08 acre parcel granted by C. A. Hooper Co. to City of Pittsburg, a municipal corporation of the State of California and recorded in the Contra Costa County Recorder's Office in Book 1944 of Official Records at Page 580.

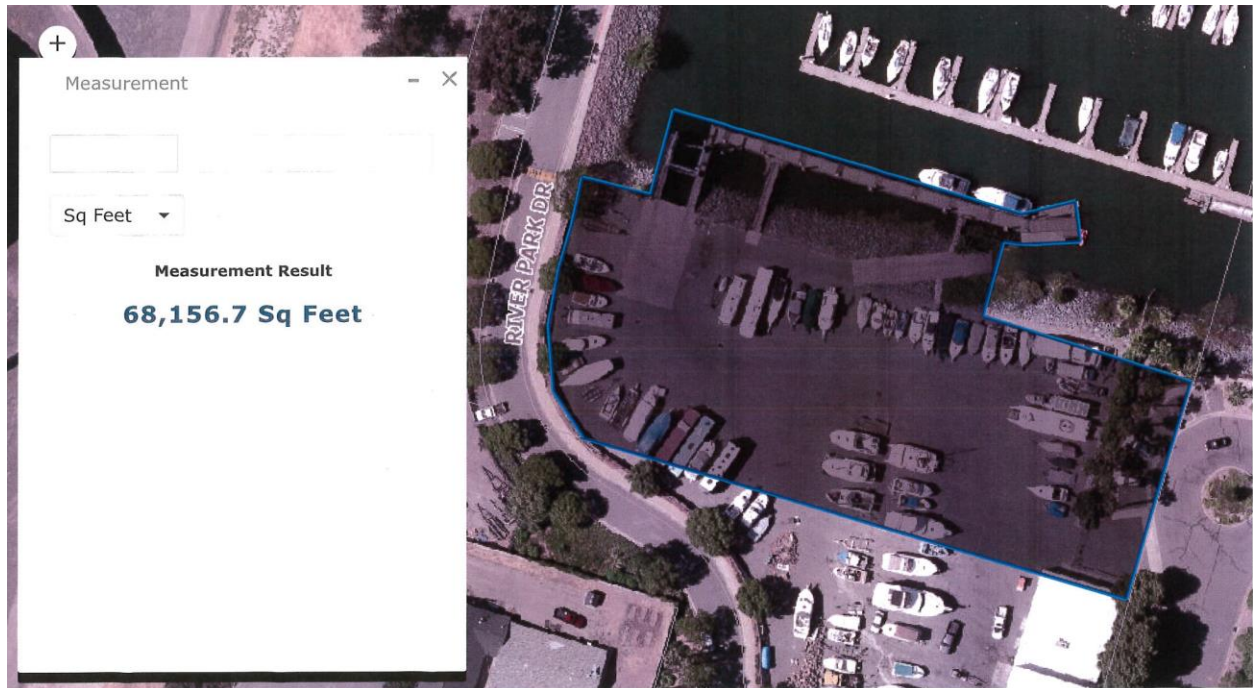
Portion of the Rancho Los Medanos described as follows:

Beginning at the southwestern corner of the parcel of land described in the deed from C. A. Hooper & Co., a corporation, to City of Pittsburg, a municipal corporation, recorded November 20, 1942 in Book 704 of Official Records, page 367, said point being also the point of intersection of the western prolongation of the northern line of Cody Street with the northern prolongation of the western line of Montezuma Avenue as said street and avenue are shown on the map of West Side Addition No. 3 of City of Pittsburg, filed in Book 21 of Maps, page 574 in the office of the County Recorder of Contra Costa County; thence North 16° 40' East along the western line of said City of Pittsburg parcel (704 OR 367) being also along the northern prolongation of the western line of said Montezuma Avenue 763.00 feet; thence North 73° 15' West 573.18 feet to the eastern line of the parcel of land described in the deed from C. A. Hooper & Co., a California corporation, to Pioneer Dairy Company, a California corporation, recorded October 7, 1949 in Book 1445 of Official Records, page 262; thence South 16° 45' West along the eastern line of said Pioneer Dairy parcel (1445 OR 262) to the southeastern corner thereof; thence North 73° 15' West along the southern line of said Pioneer Dairy parcel 26.95 feet to the eastern line of the parcel of land described in the deed from C. A. Hooper & Co., a California corporation, to Pacific Gas and Electric Company, a California corporation, recorded September 26, 1951 in Book 1826 of Official Records, page 478; thence South 16° 45' West along said eastern line 163 feet to the western prolongation of the northern line of said Cody Street; thence South 73° 15' East along said western prolongation 601.26 feet, more or less, to the point of beginning;

EXCEPTING THEREFROM: That portion thereof lying within the boundary lines of the parcel of land described in the deed from C. A. Hooper & Co., a corporation, to The Atchison, Topeka and Santa Fe Railway Company, a corporation, dated June 30, 1930 and recorded August 14, 1930 in Book 238 of Official Records, page 481.

Exhibit B

PREMISES



2944223.1

Exhibit C

Parcel B

PARCEL B

COMMENCING at the most southerly corner of said Parcel (14129 OR 273), said point also being the northeast corner of Lot 1, Block 7, Map of Bayside Knolls filed in Book 38 of Maps, Page 1 in the Office of the County Recorder of said Contra Costa County;

Thence, along the easterly line of said Parcel (14129 OR 273), North $17^{\circ}38'08''$ East 27.98 feet to the **TRUE POINT OF BEGINNING**;

Thence, leaving said easterly line North $73^{\circ}06'16''$ West 136.20 feet;

Thence, along a curve concave northeasterly, having a radius of 80.00 feet, an arc distance of 92.56 feet, through a central angle of $66^{\circ}17'26''$;

Thence, North $06^{\circ}48'50''$ West 32.86 feet;

Thence, along a curve concave southwesterly, having a radius of 100.00 feet, an arc distance of 88.88 feet, through a central angle of $50^{\circ}55'18''$;

Thence, North $57^{\circ}44'08''$ West 42.68 feet;

Thence, along a curve concave northeasterly, having a radius of 100.00 feet, an arc distance of 52.70 feet through a central angle of $30^{\circ}11'50''$ to the northerly line of said Parcel (14129 OR 273);

Thence, along the northerly and easterly lines of said Parcel (14129 OR 273) the following courses: South $72^{\circ}21'52''$ West 375.96 feet;

Thence, South $17^{\circ}38'08''$ West 167.02 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 41,488 square feet, more or less.

SUBJECT TO all Covenants, Rights, Right of Way and Easements of Record.

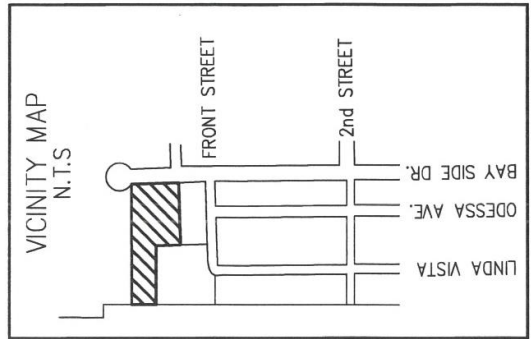
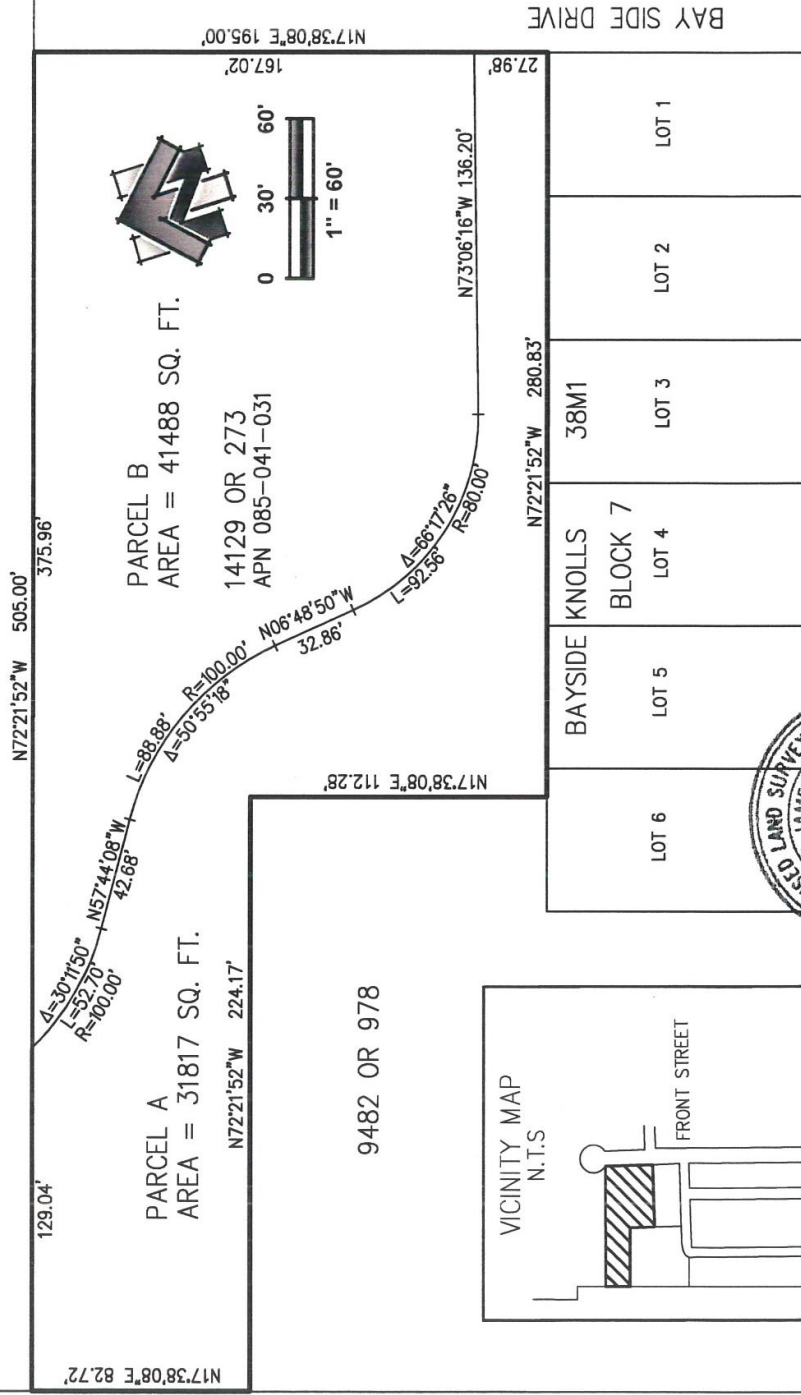
EXHIBIT "B" attached and by this reference made a part hereof.

EXHIBIT "B"

PMW 16-03

APN 085-041-031

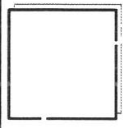
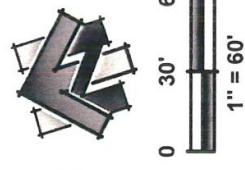
1944 OR 580



FRONT STREET

BAY SIDE DRIVE

LOT 6	BAYSIDE KNOLLS	38M1	LOT 1
LOT 5	BLOCK 7	LOT 2	LOT 2
LOT 4	LOT 3	LOT 3	LOT 3
LOT 3	LOT 4	LOT 4	LOT 4
LOT 2	LOT 5	LOT 5	LOT 5
LOT 1	LOT 6	LOT 6	LOT 6



REY ENGINEERS, INC.
Civil Engineers | Land Surveyors | LIDAR
905 SUTTER STREET, SUITE 200
FOLSOM, CA 95630
Phone: (916) 366-3040
DATE: 10/24/16
JOB NO. 6969.103
SHEET 1 OF 1

PACIFIC GAS AND ELECTRIC





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

DATE: 4/3/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of City Council Ordinance Adding Polystyrene Products Regulation to the Pittsburg Municipal Code
MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

Polystyrene is harmful to the environment because its foam structure allows it to break down easily into smaller pieces, making it more difficult and expensive to remove from the environment and it is not biodegradable, taking several decades to hundreds of years to deteriorate in the environment or landfill. The City Council will consider the adoption of an Ordinance to regulate the use and sale of polystyrene products.

FISCAL IMPACT

This Ordinance will potentially avoid future fines by providing compliance with the trash reduction requirements in the City's National Pollutant Discharge Elimination System (NPDES) permit, overseen by the California Regional Water Quality Control Board. Staff time for public outreach and verification of Ordinance's compliance will not impact the General Fund should the Ordinance be adopted. Associated costs with enforcing the Ordinance will be covered by the assessed violation fines. Staff time removing polystyrene litter and blight from creeks, trees, and waterways will decrease with the approval of this Ordinance.

RECOMMENDATION

City Council move to adopt the Ordinance approving to add Chapter 8.08 "Sustainable Food Packaging; Polystyrene Products Regulation" and delete in its entirety Chapter 8.06 Article IV, "Food Packaging Recycling," of the Pittsburg Municipal Code.

BACKGROUND

Over 113 cities and counties in California and ten other states including 31 cities have enacted regulations focused on restricting the use of food and drink containers made from

polystyrene foam or expanded polystyrene, sometimes incorrectly called Styrofoam™, a Dow Chemical Co. trademarked form of expanded polystyrene foam insulation. Some of those agencies have also prohibited the retail sale of most polystyrene products within their respective jurisdictions. In Contra Costa County, El Cerrito, Richmond, Walnut Creek, Martinez and San Pablo have passed Ordinances and the City of Concord and Pinole are also in the process of adopting polystyrene ordinances.

Polystyrene contains the toxic substances styrene and benzene, which are suspected carcinogens and neurotoxins that are hazardous to humans. Polystyrene food containers leach the toxin styrene when coming in contact with warm food or drink, alcohol, oils and acidic foods causing human contamination and posing a health risk to people.

Due to the lightweight nature, floatability and prevalence of the material to be blown around even when properly disposed of, it travels easily through gutters and storm drains, eventually reaching the delta, bays, and ocean. The material absorbs pollutants like sponges, picking up and concentrating contaminants in the environment. As polystyrene litter moves through the environment, fish and wildlife mistake it as food and ingest the material. Up to 80% of ocean pollution is litter from urban runoff, and non-recyclable single-use food packaging is a primary component of urban litter. Takeout food packaging comprises a disproportionately large portion of non-recyclable waste and is the second greatest component of litter (behind tobacco products), comprising 20-30% of all litter.

The indiscriminate littering of polystyrene foodware products (i.e. cups, plates, takeout containers, etc.) and polystyrene products (i.e. popcorn peanuts, coolers, etc.) are an increasing blight and water quality problem in the City and generally. These litter and water quality issues are particularly acute in Pittsburg, which is located along the Delta, contains a marina, has a regional highway passing through the City, and borders an active landfill along a portion of its city boundary.

The City is part of a countywide regional stormwater permit. This federally mandated permit, identified under the federal National Pollutant Discharge Elimination System (NPDES), is overseen by the California Regional Water Quality Control Board, San Francisco Bay Region. The Municipal Regional Stormwater NPDES Permit requires the City to develop 'control measures and best management practices' such as 'trash reduction ordinances' as identified in the permit, in order to demonstrate a 70 percent trash load reduction by 2017 and 100 percent compliance by 2022. The passage of this Ordinance will assist the City's efforts to comply with this permit.

SUBCOMMITTEE FINDINGS

At the March 5, 2015 Land Use Subcommittee, staff presented for discussion the City's present food packaging ordinance, other local city ordinances, and requested direction whether to keep the current Ordinance or provide an updated Ordinance more reflective of what other cities in the region and state are adopting. The Subcommittee recommended that staff bring the Polystyrene Ordinance forward to the City Council.

Staff provided an overview of the proposed Polystyrene Ordinance at the March 28, 2018 Land Use Subcommittee. The Subcommittee recommended staff move the Polystyrene Ordinance forward to the April 2, 2018 City Council meeting. In addition, the Subcommittee requested staff contact the Pittsburg Chamber of Commerce to E-blast its members to notify them that the Ordinance was going before the City Council on April 2, 2018 which staff did complete.

STAFF ANALYSIS

The City's present Ordinance, Chapter 8.06 "Collection of Recyclable Waste Materials", Article IV Food Packaging Recycling, states that "no retail food establishment shall purchase, obtain, keep, sell, distribute or otherwise use in its business any polystyrene CFC-processed take-out food packaging." At the time this Ordinance was passed in 1991, the City was concerned that much of the nonrecyclable take-out food packaging made of polystyrene foam contained chlorofluorocarbons ("CFCs"). CFCs were used as a blowing agent in the manufacturing process and scientific evidence indicated a strong probability that CFCs degraded the earth's ozone layer. CFCs have been banned from production in the United States since December 31, 1995, and therefore, the Ordinance is outdated and confusing.

After direction from the City Council and the Land Use Sub-committee, staff has had multiple meetings with the Chamber of Commerce to review and discuss the proposed polystyrene Ordinance. In addition, staff acquired product samples of various acceptable foodware products to compare against the polystyrene foam foodware products with pricing comparisons. These were presented to the Chamber Regulatory Committee due to concerns this Ordinance would have impacts on local restaurants. The products were comparable in price. Staff had an Open House on March 14, 2016 inviting all restaurants to meet with vendors about alternative products to polystyrene along with pricing options and 10 people attended the event.

After the Open House, staff met with the Chamber Regulatory Committee again to discuss the Open House and address final concerns. The draft Polystyrene Ordinance before the City Council has taken into consideration these concerns.

Overall, the Polystyrene Ordinance would include the following:

- No person shall distribute or sell prepared food in any polystyrene food service ware at City facilities that have been rented, leased or are otherwise being used with permission of the City.
- No person shall use or distribute polystyrene food service ware at City-sponsored events, City-managed concessions and City meetings open to the public.
- The City shall not purchase or acquire polystyrene food service ware, or distribute it for public use.
- No food provider shall distribute or sell any polystyrene food service ware in the City. - - Food ware must be recyclable, reusable or compostable.
- No person shall sell any polystyrene food service ware or polystyrene cooler at any location within the City.
- A food provider may charge a "take out fee" to customers to cover the cost difference.

Exemptions in the Polystyrene Ordinance are as follows:

- Food prepared or packaged outside of the City, provided such food is not altered, packaged or repackaged within the City limits
- Coolers and ice chests, other than polystyrene coolers
- Disposal food service ware composed entirely of aluminum
- Food brought by individuals for personal consumption to City facilities
- An emergency event
- A food provider in a contract for polystyrene food ware
- An exemption granted by the City Manager for a suitable compostable, reusable or recyclable alternative does not exist for a specific application or undue hardship

The provisions of these Ordinances are voluntary until April 2, 2019, whereby the City will begin enforcement after this date without further notice. Compliance, reporting, and enforcement in the Polystyrene Ordinance will be the same as the Plastic Bag Ordinance allowing for self-certification and standard enforcement language.

In an effort to notify the public of the Council's consideration, staff published notice in the East County Times and mailed copies to businesses that might be affected by the Ordinances no fewer than 15 days before tonight's meeting. Staff believes approximately 175 businesses would be affected by the Ordinance. Replacement products are readily available from numerous sources and vendors and some establishments throughout the City are already providing these alternatives.

A letter and copy of the Ordinance was mailed to the 175 effected businesses and staff did receive one inquiry regarding the effective date of the Ordinance. In addition, a letter from the California Restaurant Association was received April 2, 2018 and a copy is provided as part of this report.

ATTACHMENTS: Exhibit A – Ordinance Adding Chapter 8.08 “Sustainable Food Packaging; Polystyrene Products Regulation”
Exhibit B – Letter of Support – Pittsburg Chamber of Commerce
Exhibit C – Letter from California Restaurant Association

Report Prepared By: Report Prepared By: Laura L. Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

An Ordinance of the City of Pittsburg	)	
Adding Chapter 8.08 "Sustainable Food	)	ORDINANCE NO. 18-
Packaging; Polystyrene Products	)	
<u>Regulation" to the Municipal Code</u>	)	

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

SECTION 1.

A. The U.S. Environmental Protection Agency (EPA) has stated that the physical properties of polystyrene foam are such that "the material can have serious impacts on human health, wildlife, the aquatic environment and the economy." According to the U.S. Food and Drug Administration, there is medical evidence to suggest that styrene, a primary component of polystyrene foam, leaches from polystyrene foam containers into food and drink. The general public is not typically warned of any potential hazard from styrene. A 1986 EPA study detected styrene in the fat tissue of every man, woman and child tested.

B. Styrene is a suspected carcinogen and neurotoxin, which potentially threatens human health.

C. The North Pacific Gyre is an area located roughly 1,000 miles from the California coast line, where several ocean circular currents meet, creating an accumulation of marine debris, especially plastics. Since plastics and polystyrenes do not biodegrade, they are often accumulated in the Gyre from multiple northern Pacific Rim countries. Plastic and polystyrene bits have displaced plankton in the Pacific Gyre. The Delta is connected to the world's oceans through its stormwater system and wind streams, and plastic and polystyrene litter from the City contributes to this problem, causing harm to marine and domestic animal life as well as to recreational activities within these bodies of water.

D. Due to these concerns, nearly 100 cities have banned polystyrene foam food service ware, including several California cities, and many local businesses and several national corporations have successfully replaced polystyrene foam and other non-biodegradable food service ware with affordable, safe, biodegradable products.

E. The City's federally mandated National Pollutant Discharge Elimination System (NPDES) permit, is overseen by the California Regional Water Quality Control Board, San Francisco Bay Region, and identifies a zero total maximum daily allowance for trash. The "Long-term Trash Load Reduction" permit condition requires cities to develop a plan with items such as "trash reduction ordinances" in order to demonstrate a 70 percent trash load reduction by 2017 and 100 percent compliance by 2022.

F. Biodegradable/compostable and recyclable take-out food packaging such as cups, plates, hinge containers, cutlery and straws are made from organic materials such as paper, sugarcane stalk, corn waste and potato starch. Recyclable and compostable polystyrene food service ware is readily available from numerous sources and vendors. Many locations throughout the City of Pittsburgh already provide recyclable and compostable polystyrene food service ware.

G. Although the City will provide a temporary grace period as specified in this Ordinance, the City encourages food providers in the City to immediately, voluntarily phase-out take-out food packaging sold or offered that is neither returnable, made of materials all of which are readily recyclable, nor made with a significant amount of post-consumer recycled material.

SECTION 2. The City Council finds and determines that:

1. The recitals set forth are true and correct statements.
2. The use of polystyrene by customers of food providers is detrimental to the environment, public health and welfare.
3. The manufacture and distribution of polystyrene food service ware requires utilization of natural resources and results in the generation of greenhouse gas emissions.
4. Polystyrene food service ware contributes to environmental problems, including litter in parks, storm drains, creeks, the San Francisco Bay Delta, the Bay and the ocean.
5. Polystyrene food service ware and polystyrene cooler litter affects the City's parks, marina and waterfront's beauty and recreation activities.
6. The City of Pittsburgh has an obligation to protect the environment, the economy, and public health.
7. Food providers are strongly encouraged to use reusable food ware in place of disposable food ware where practicable.

SECTION 3. Deletion of Article IV, "Food Packaging Recycling," of Chapter 8.06 of the Pittsburgh Municipal Code.

Article IV, "Food Packaging Recycling," of Chapter 8.06 of the Pittsburgh Municipal Code is hereby repealed in its entirety.

SECTION 4. Adding Chapter 8.08 "Sustainable Food Packaging; Polystyrene Products Regulation" to Title 8 "Health and Sanitation" of the Pittsburgh Municipal Code

Title 8 "Health and Sanitation" of the Pittsburgh Municipal Code is hereby amended to include Chapter 8.08 "Sustainable Food Packaging; Polystyrene Products Regulation" which shall hereby read as follows:

Sections:

8.08.010 Purpose.

8.08.020 Definitions.

8.08.030 - Permitted and prohibited food service ware.

- 8.08.040 - Prohibition of sale of polystyrene food service ware and polystyrene coolers.
- 8.08.050 - Exemptions.
- 8.08.060 - Certification of compliance.
- 8.08.070 - Enforcement and violation-penalty.

8.08.010 Purpose.

The purposes of this chapter are to eliminate and regulate the use of polystyrene products in order to protect the health of Pittsburgh citizens and promote environmentally sustainable practices in the City.

8.08.020 Definitions.

As used in this chapter, unless the context otherwise clearly indicates, the words and phrases are defined as follows:

"ASTM Standard" means meeting the standards of the American Society for Testing and Materials (ASTM) International standards D6400 or D6868 for compostable materials, as those standards may be amended.

"City facility" means any building, structure, property, park, open space, or vehicle, owned or leased by the City, its agents, agencies, departments or franchisees.

"City contractor" means any person that enters into an agreement with the City to furnish products or services to or for the City.

"City-sponsored event" means any event, activity or meeting organized or sponsored, in whole or in part, by the City or any department of the City.

"Compostable" means the product is capable of composting and is labeled in accordance with California law, or is consistent with the timeline and specifications of ASTM D6400 and D6868, without regard to material type.

"Disposable food service ware" or "disposables" means single-use, disposable products used for serving or transporting prepared food, including but not limited to plates, bowls, trays, wrappers or wrapping, platters, cartons, condiment containers, cups or drink ware, lids, or any other container in or on which prepared foods are placed or packaged for consumption, and other items that are designed for one-time use for prepared foods including service ware for take-out foods and/or leftovers from partially consumed meals prepared by Food Providers.

"Establishment" means a place of business of a food provider or other person subject to the requirements of this chapter.

"Food provider" means any person or place that provides or sells prepared food within the City to the general public to be consumed on the premises or for take-away consumption. Food provider includes but is not limited to: (1) a grocery store, supermarket, restaurant, drive-thru, café, coffee shop, snack shop, sandwich shop, hotel, motel, movie house, theatre, bar, public food market, farmers' market, convenience store, or similar fixed

place where prepared food is available for sale on the premises or for take-away consumption, and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet where prepared food is available for sale on the premises or for take-away consumption. Food provider also includes any organization, group or other person that regularly provides prepared food to its members or the general public as a part of its activities or services.

"Person" means any person, business, corporation, or event organizer or promoter; public, nonprofit or private entity, agency or institution; or partnership, association or other organization or group, however organized.

"Polystyrene" means a thermoplastic petrochemical material utilizing the styrene monomer, including but not limited to polystyrene foam or expanded polystyrene, (sometimes incorrectly called Styrofoam™, a Dow Chemical Co. trademarked form of expanded polystyrene foam insulation) processed by any number of techniques, including but not limited to fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, or extrusion-blow molding (extruded foam polystyrene), and clear or solid polystyrene (oriented polystyrene). The recycle code for polystyrene is "6" or "PS," either alone or in combination with other letters. This definition applies to all polystyrene food service ware and other products, regardless of whether it exhibits a recycle code. Expanded polystyrene (EPS) is generally used to make such items as cups, bowls, plates, trays, clamshell containers, meat trays and egg cartons.

"Polystyrene cooler" means any cooler or ice chest made of polystyrene foam, where such foam is not fully encased in another material by its original manufacturer.

"Polystyrene food service ware" means disposable food service ware that contains or utilizes polystyrene.

"Prepared food" means any food or beverage that is: (1) ready to consume without any further food preparation, alteration or repackaging; and (2) prepared, provided, sold or served by a food provider using any cooking, packaging or food preparation technique. Prepared food may be eaten either on or off the food provider's premises. Prepared food does not include: (1) any raw uncooked meat, poultry, fish or eggs, unless provided for consumption without further food preparation, and (2) fresh produce provided for consumption without food preparation or repackaging, including fruits, vegetables, and herbs, sold by grocery stores, supermarkets, food markets, farmers' markets and other food vendors.

"Recycle code" means a resin identification code placed on certain goods to identify the material composition for separation of different types of goods for recycling.

8.08.030 Permitted and prohibited food service ware.

A. No food provider shall distribute or sell any polystyrene food service ware in conjunction with the sale or distribution of prepared food at any location within the City.

B. Food providers that distribute prepared food in disposable food service ware shall: (1) distribute only disposables that exhibit a recycle code other than No. 6 or PS or which

are reusable or compostable, and (2) maintain documentation about the composition of the disposable food service ware. Documentation may include information from the supplier, manufacturer, or bulk packaging of the disposables, and any other relevant information demonstrating that the disposable material is not polystyrene.

C. No person shall distribute or sell prepared food in any polystyrene food service ware at City facilities that have been rented, leased or are otherwise being used with permission of the City. This subsection is limited to use of City facilities for which a person has entered into an agreement with the City to rent, lease or otherwise occupy a City facility. All facility rental agreements for any City facility shall include a provision requiring contracting parties to assume responsibility for preventing the utilization and/or distribution of polystyrene food service ware while using City facilities. The facility rental agreement shall indicate that a violating contractor's security deposit will be forfeited if the City Manager or his designee determines that polystyrene food service ware was used in violation of the rental agreement.

D. No person shall use or distribute polystyrene food service ware at City-sponsored events, City-managed concessions, or City meetings open to the public. This subsection shall apply to the function organizers, agents of the organizers, City contractors, food providers and any other person that enters into an agreement with one (1) or more of the function organizers to sell or distribute prepared food or otherwise provide a service related to the function. For the purpose of this section, a "function organizer" means the person(s) principally responsible for making decisions about a function's date, time, location, program, choice of vendors, or similar decisions.

E. The City, its departments, and its city contractors, agents, and employees acting in their official capacity, shall not purchase or acquire polystyrene food service ware, or distribute it for public use.

F. All food providers using any disposable food ware for providing prepared food to customers will use compostable or recyclable disposable food ware which is accepted by the local franchise hauler.

G. A food provider may charge a "take out fee" to customers to cover the cost difference.

8.08.040 Prohibition of sale of polystyrene food service ware and polystyrene coolers.

No person shall sell any polystyrene food service ware or polystyrene cooler at any location within the City.

8.08.050 Exemptions.

A. The following are exempt from the provisions of this chapter:

1. Food prepared or packaged outside of the City, provided such food is not altered, packaged or repackaged within the City limits.

2. Coolers and ice chests, other than those defined as polystyrene coolers in this chapter.
3. Disposable food service ware composed entirely of aluminum.
4. Food brought by individuals for personal consumption to City facilities, including but not limited to City parks and facilities, provided the City facility is being used for individual recreation or similar purposes.
5. The City Manager or his/her designee may temporarily suspend the provisions of this Chapter for the immediate preservation of the public health, safety, or welfare in the event of an emergency or disaster as determined in his or her sole discretion.

B. Food providers that are obligated to purchase or have purchased polystyrene food service ware under a contract entered into within the year prior to the effective date of the Ordinance codified in this chapter are exempt from the provisions of this chapter for six (6) months following its effective date.

C. The City Manager or his/her designee may temporarily exempt any person from Section 8.08.030 following the operative date of the Ordinance codified in this chapter, as follows:

1. A request for an exemption shall be filed in writing with the City Manager or his/her designee and shall include documentation of the reason for the claimed exemption and any other information necessary for the City to make its decision. The City may require the applicant to provide additional information as necessary to make the required determinations.
2. The City Manager or his/her designee may approve the exemption for a maximum of one (1) year, with or without conditions, upon finding that compliance would create an undue hardship. If the applicant requests to use or sell specific items or types of disposable food service ware, the City Manager or his/her designee shall find that a suitable compostable, reusable or recyclable alternative does not exist for a specific application and/or that imposing the requirements of this chapter on that item or type of disposable food service ware would cause undue hardship.
3. An applicant granted an exemption shall re-apply prior to the end of the one year exemption period and demonstrate continued undue hardship if the applicant wishes to have the exemption extended. The City Manager's or his or her designee's decision to grant or deny an exemption or to grant or deny an extension of a previously issued exemption shall be in writing and shall be final.

8.08.060 Certification of compliance.

A. All food providers subject to Section 8.08.030 shall certify compliance with this chapter on an annual basis. Such reporting must be done on a form prescribed by the City Manager, and must be signed by a responsible agent or officer of the food provider confirming that the information provided on the form is accurate and complete. All reporting must be submitted no later than 45 days after the end of each calendar year.

B. If the reporting form covering the food provider's first year is submitted on time and is compliant with this chapter, then the food providers shall participate in self-recertification reporting each subsequent year by completing and keeping the annual report on site and available to the City Manager and/or his designee. Each food providers shall also keep records that verify data in each year's on-site report. A food provider that participates in self-recertification may destroy the completed reports and related records after five (5) years have elapsed since the date of the report.

C. If the reports required by this section are not timely submitted by a food provider, or not maintained in compliance with subsection (B), such food provider shall be subject to the fines set forth in Section 8.08.080 and or be required to submit annual reporting to the City as provided in subsection (A), in addition to on-site inspections.

8.08.070 Enforcement and violation-penalty.

A. Violation of this Ordinance is hereby declared a public nuisance; this Ordinance shall be enforced in accordance with Section 1.20.030 PMC, except as modified below or by any other applicable law.

B. No person owning, leasing, occupying or having charge or possession of any property in the city shall maintain a public nuisance under Section 1.20.020 PMC, which includes, but is not limited to, leaving or storing any polystyrene packaging materials, polystyrene coolers, or polystyrene food service ware outside an enclosed building or structure.

C. The City Manager and Code Enforcement Officer have primary responsibility for enforcement of this Ordinance. The City Manager's Office is authorized to promulgate regulations and to take any and all other actions reasonable and necessary to enforce this Ordinance, including, but not limited to, investigating violations, issuing citations, assessing fines and entering the premises of any establishment subject to this chapter during business hours. Other City staff may assist with this enforcement responsibility by entering the premises of an establishment as part of their regular inspection functions and reporting any alleged violations to the City Manager.

D. If the City Manager or Code Enforcement Officer determines that a violation of this Ordinance has occurred, he/she shall issue a written citation to the operator of a subject establishment that a violation has occurred and the potential penalties that will apply for future violations.

E. Any person that violates or fails to comply with any of the requirements of this Ordinance after a written citation has been issued for that violation shall be guilty of an infraction.

F. If a person has subsequent violations of the Ordinance that are similar in kind to the violation addressed in a written citation, the following penalties shall be imposed and shall be payable by the operator of the establishment to the City of Pittsburgh:

1. A fine not exceeding one hundred dollars (\$100.00) for the first violation after the written citation is given;

2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same Ordinance section within 12 months; or
3. A fine not exceeding five hundred dollars (\$500.00) for a third and any subsequent violations of the same Ordinance section within 12 months.
 - a. A fine shall be imposed for each day a violation occurs or is allowed to continue.
 - b. All fines collected pursuant to the Ordinance shall be deposited in the Police Support Services – Administrative Citations Account to assist Code Enforcement with its costs of implementing and enforcing the requirements of the Ordinance.
 - c. Any operator of an establishment that receives a written citation or is assessed a fine may request an administrative review of the accuracy of the determination or the propriety of any fine assessed, by filing a citation of appeal with the City Manager no later than 30 days after receipt of a written citation or fine, as applicable. The notice of appeal must include all facts supporting the appeal and any statements and evidence, including copies of all written documentation and a list of any witnesses that the appellant wishes to be considered in connection with the appeal, and an appeal fee in the amount set by resolution of the City Council. Failure to timely request a hearing or to pay the appeals processing fee constitutes a waiver of the right to appeal and a failure to exhaust administrative remedies. The appeal will be heard by a Hearing Officer designated by the City Manager.
 - d. The Hearing Officer shall conduct a hearing concerning the appeal within 45 days from the date that the notice of appeal is filed, or on a later date if agreed upon by the appellant and the City of Pittsburg, and shall give the appellant 10 business days prior citation of the date of the hearing. The Hearing Officer may sustain, rescind, or modify the written citation or fine, as applicable, by written decision. The written decision shall be served on the appellant. The Hearing Officer shall have the power to waive any portion of the fine in a manner consistent with the decision. The decision of the Hearing Officer is final and effective on the date of service of the written decision, is not subject to further administrative review, and constitutes the final administrative decision.

SECTION 5. Amending Pittsburg Municipal Code Section 1.20.020, “Nuisance Designated.”

Pittsburg Municipal Code Section 1.20.020, “Nuisance Designated,” is hereby amended to add Subsection (R) to read as follows:

R. Any polystyrene packaging materials, polystyrene coolers, or polystyrene food service ware left or stored outside an enclosed building or structure.

SECTION 6. Severability.

In the event any section or portion of this Ordinance shall be determined invalid or unconstitutional, such section or portions shall be deemed severable and all other sections or portions hereof shall remain in full force and effect.

SECTION 7. No Conflict with Federal or State Law.

Nothing in this Ordinance is intended to create any requirement, power or duty that is in conflict with any federal or state law.

SECTION 8. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 9. Grace Period.

The provisions of this Ordinance are voluntary until April 2, 2019. The City will begin enforcement after such date without further notice.

SECTION 10. 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, 2018, and was adopted and ordered published at a meeting of the City Council held on April 16, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



PITTSBURG
Chamber OF
Commerce

YOUR BUSINESS IS OUR BUSINESS

January 16, 2018
Mayor Pete Longmire and City Council
City of Pittsburg
65 Civic Ave.
Pittsburg, CA 94565

Re: Proposed Sustainable Food Packaging; Polystyrene Products Regulation Ordinance

Dear Mayor Longmire and Council Members,

On behalf of the Pittsburg Chamber of Commerce Board of Directors we are writing to express our support for Pittsburg's proposed Sustainable Food Packaging; Polystyrene Products Regulation Ordinance with a few suggested considerations.

The Pittsburg Chamber of Commerce supports the efforts of the City to reduce litter and potentially harmful pollution in our community. We believe that the continued reduction of minimally recyclable and potentially harmful substances will improve the overall quality of our business and residential community. Accordingly, we write in support of the City of Pittsburg's proposed ordinance to ban disposable polystyrene food packaging.

We believe this is an important step forward in reducing landfill waste and litter. We understand that similar ordinances in Contra Costa County, and throughout California, have worked well, without disruption of the affected businesses.

The Pittsburg Chamber believes that the impacts on small businesses should be considered when drafting, approving and implementing the ordinance. Specifically, we encourage you to consider those businesses with current inventories of Polystyrene products. The Chamber recommends extending the grace period from approval to implementation from six months to one year. This extra time will allow current businesses to completely use their existing inventories and properly adjust their businesses to the new ordinance. Additionally, this six-month period of additional time could be used by the City for business education and would allow time for possible overriding state legislation.

The Pittsburg Chamber of Commerce believes that a healthy business community is invaluable to the community. We appreciate your consideration of our recommendations regarding the Proposed Sustainable Food Packaging; Polystyrene Products Regulation Ordinance.

Sincerely,

Monica Couture

Monica Couture, CEO
Pittsburg Chamber of Commerce
cc: Chamber Board of Directors



April 2, 2018

Mayor Longmire and Councilmembers

City of Pittsburg

65 Civic Avenue

Pittsburg, CA 94565

Dear Mayor Longmire and Councilmembers,

The California Restaurant Association is the definitive voice of the food service industry in California and is the oldest restaurant trade association in the nation. On behalf of our restaurant members, we submit this letter regarding a proposed ordinance to ban the use of plastic bags and polystyrene. We respectfully request that you take our comments into consideration as unintended consequences of two restrictions on these materials that serve important purposes in restaurants.

The restaurant community is actively concerned about safekeeping our land and marine wildlife from litter and routinely participates in reduction and abatement efforts both at the state and local levels. Pollution is a serious issue, and is the responsibility of all members of the Pittsburg community. However, singling out a product such as polystyrene to eliminate is a discriminatory approach, and has proven to be ineffective.

When litter reduction occurs, of course, the amount of debris polluting our rivers, streams, and ocean is ultimately reduced as a result. Comprehensive efforts should be aimed at reducing all litter, not solely individual products. Focusing on all types of litter will then allow the amount of pollution harming our marine wildlife to reduce.

Furthermore, polystyrene foam containers remain among the most effective for keeping foods fresh, leak-free, and most importantly keeping food hot or cold. Improperly stored food spoils faster, thus being thrown away at a faster rate or being wrongfully ingested at the risk of a foodborne illness. That's why a Styrofoam cup is a standard practice for leftovers and frozen food or drinks. That is also why it is a popular product among many independent ethnic restaurants, who find that the product is best used to keep hot soups and sauce-based dishes.

Restaurants are a consumer driven industry, and foam packaging for food to go makes sense for a more enjoyable dining experience. Many restaurants choose to use this product because of its functional value.

As providers of prepared food, restaurants take their responsibility to provide food in a safe and unadulterated manner seriously and devote a tremendous amount of effort to ensure food safety. If plastic bags are banned, the only bag options left for restaurants are reusable bags. This option poses serious public health and safety risks as well as operational challenges for restaurants.

In a study by University of Arizona and Loma Linda University, a total of 84 reusable bags were collected from consumers (25 Los Angeles, 25 San Francisco, and 34 from Tucson). Ninety-seven percent of persons interviewed did not clean their reusable bags. When a reusable bag is unsanitary for transporting food, it is at risk for contamination by very preventable bacterial threats such as E. coli and coliform.

We urge the City of Pittsburg to carefully consider how the banning of polystyrene and plastic bags will affect restaurants.

Should you have any questions, you may reach me at 650.288.8235 or apiccoli@calrest.org.

Sincerely,



Alison Piccoli

Director – Local Government Affairs, Bay Area Region

California Restaurant Association



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

DATE: 4/3/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Ordinance Amending Chapter 8.07, "Plastic Bag Regulation", of the Pittsburg Municipal Code
MEETING DATE: 4/16/2018

EXECUTIVE SUMMARY

Currently, single-use plastic bags are not allowed in retail establishments but allowed in public eating establishments. The City Council will consider the adoption of an Ordinance amending to Chapter 8.07 Plastic Bag Regulation to include public eating establishments.

FISCAL IMPACT

This amended Ordinance regulating all single-use plastic bags will provide compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit, overseen by the California Regional Water Quality Control Board, potentially avoiding future fines. Staff time for public outreach and verification of Ordinance's compliance would not impact the General Fund should the amended Ordinance be adopted. Associated costs with enforcing the Ordinance will be covered by the assessed violation fines. Staff time removing plastic bag litter and blight from creeks, trees, and waterways will continue to decrease with the approval of this amended Ordinance.

RECOMMENDATION

City Council move to adopt the Ordinance approving amendments to Chapter 8.07 "Plastic Bag Regulation" of the Municipal Code.

BACKGROUND

At the September 16, 2013 City Council meeting, staff presented to the City Council the environmental issues associated with plastic bags, the California Environmental Quality Act (CEQA) process undertaken and completed for City Council approval and outlined the Ordinance's key provisions. After opening and closing the Public Hearing, the Negative Declaration and Ordinance was passed and adopted at the regular City Council meeting on

October 21, 2013. The City Council requested staff to do a follow-up presentation at the end of the first year.

The Ordinance went into effect on January 15, 2014. The State Legislature passed and adopted SB 270, Solid Waste: single-use carryout bags, the statewide plastic bag ban in September 2014. SB 270 accepts local ordinances regulating the use of plastic bags that are adopted prior to January 1, 2015. SB 270 only pertains to retail stores and will not affect the proposed amendments regulation public eating establishments.

On September 15, 2014, at a regular City Council meeting, staff provided an update to the City Council regarding the Plastic Bag Regulation as directed. At that meeting, City Council directed staff to include restaurants in Chapter 8.07, "Plastic Bag Regulation." The amendment to this Ordinance is before the City Council for consideration. Since the passage of the Plastic Bag Ordinance, the amount of plastic bags within the creeks and trees as well as floating throughout the community has decreased dramatically.

SUBCOMMITTEE FINDINGS

Staff provided an overview of the proposed Amendment to the Plastic Bag Regulation Ordinance at the March 28, 2018 Land Use Subcommittee. The Subcommittee recommended staff move the Amendment to the Plastic Bag Regulation forward to the April 2, 2018 City Council meeting. In addition, the Subcommittee requested staff contact the Pittsburg Chamber of Commerce to E-blast its members to notify them that the Amendment to the Ordinance was going before the City Council on April 2, 2018 which staff did complete.

STAFF ANALYSIS

The inclusion of public eating establishments will require that standard single-use carryout bag be prohibited and that they provide only recycled paper carryout bags or reusable bags. The recycled paper bag fee of \$0.10 per bag would not apply, however, the annual reporting will be required for public eating establishments by completing the annual reporting form the first year after its effective date. As per the retail establishment reporting, if the report is completed on time and reflects compliance with the Ordinance, then in subsequent years, the public eating establishment can perform self-certification reporting and keep the required records on site.

Since adoption of Chapter 8.07, "Plastic Bag Regulation" on October 21, 2013, staff has noticed a decrease of plastic bags in the environment. Adoption of this amendment will continue to reduce the litter impacts within the community. The provisions of this Ordinance are voluntary until April 2, 2019, whereby the City will begin enforcement after this date without further notice.

In an effort to notify the public of the Council's consideration, staff published notice in the East County Times, and noted the amendment in letters mailed to businesses that might be affected by the Ordinances no fewer than 15 days before tonight's meeting. Staff believes approximately 120 businesses would be affected by the amendment to this Ordinance.

A copy of the Polystyrene Ordinance and a letter noting the Amendment to Plastic Bag Regulation was mailed to the effected businesses and staff did receive one inquiry regarding the type of bag that would be regulated. In addition, a letter from the California

Restaurant Association was received April 2, 2018 and a copy is provided as part of this report.

ATTACHMENTS: Exhibit A – Ordinance Amending Chapter 8.07 “Plastic Bag Regulation”
Exhibit B – Letter from California Restaurant Association

Report Prepared By: Report Prepared By: Laura L. Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

An Ordinance of the City of Pittsburgh	)	
Amending Chapter 8.07 "Plastic Bag	)	ORDINANCE NO. 18-
<u>Regulation" of the Municipal Code</u>	)	

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

SECTION 1. Recitals

Globally, an estimated 500 billion to one trillion petroleum-based plastic bags are used each year resulting in the use of over 12 million barrels of oil. California's Department of Resources Recycling and Recovery (CalRecycle) estimates that Californians use nearly 20 billion single-use plastic bags per year and discard over 100 hundred plastic bags per second.

Recent studies indicate that single-use plastic bags contain plastics that have been found to concentrate certain toxic chemicals at levels of up to one million times the levels found in seawater.

Most single-use plastic bags do not biodegrade, but instead persist in the environment for hundreds of years and contain many different additives such as polychlorinated biphenyls (PCBs), dichlorodiphenyl/dichloroethylene (DDE) and other toxic substances and that can enter the food web.

The City of Pittsburgh is located along the Delta, which is connected to the world's oceans through its stormwater system and wind streams, and contains creeks and other waterways as well as a marina. Plastic bag litter from the City contributes to the growing ecological problem by polluting these bodies of water which makes plastic bag litter a particular concern for the City.

SECTION 2. Amending Pittsburgh Municipal Code Chapter 8.07, "Plastic Bag Regulation."

Section 8.07.020, "Definitions" of Chapter 8.07 "Plastic Bag Regulation" of Title 8 "Health and Sanitation" is hereby amended to read as follows:

"Public eating establishment" means a restaurant, take-out food establishment, or any other business that receives 90 percent or more of its revenue from the sale of prepared food to be eaten on or off its premises and is located within or doing business within the geographical limits of the city of Pittsburgh.

"Retail establishment" means any commercial establishment that sells perishable and nonperishable goods including, but not limited to, clothing, food and personal items directly to the customer, and is located within or doing business within the geographical limits of the city of Pittsburgh. Except as otherwise specified in this chapter, "retail establishment" does not include a public eating establishment or nonprofit charitable organization.

Section 8.07.030, "Plastic carryout bags prohibited." of Chapter 8.07 "Plastic Bag Regulation" of Title 8 "Health and Sanitation" is hereby amended to read as follows:

8.07.030 Plastic carryout bags prohibited.

No retail establishment shall provide a single-use carryout bag to a customer at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment except as provided in this chapter.

This prohibition applies to bags provided for the purpose of carrying away goods from the point of sale and does not apply to produce bags or product bags.

Public eating establishments shall qualify as retail establishments for purposes of this section and its enforcement.

Section 8.07.040, "Permitted bags." of Chapter 8.07 "Plastic Bag Regulation" of Title 8 "Health and Sanitation" is hereby amended to read as follows:

8.07.040 Permitted bags.

All retail establishments shall provide or make available to a customer only recycled paper carryout bags or reusable bags for the purpose of carrying away goods or other materials from the point of sale, subject to the terms of this chapter. Nothing in this chapter prohibits customers from using bags of any type that they bring to the retail establishment themselves or from carrying away goods that are not placed in a bag, in lieu of using bags provided by the store.

Public eating establishments shall qualify as retail establishments for purposes of this section and its enforcement.

Section 8.07.050, "Regulation of recycled paper carryout bags." of Chapter 8.07 "Plastic Bag Regulation" of Title 8 "Health and Sanitation" is hereby amended to read as follows:

8.07.050 Regulation of recycled paper carryout bags—retail establishments.

Section 8.07.055, "Regulation of recycled paper carryout bags – public eating establishments." of Chapter 8.07 "Plastic Bag Regulation" of Title 8 "Health and Sanitation" is hereby added as follows:

8.07.055 Regulation of recycled paper carryout bags—public eating establishments.

A. All public eating establishments must report, on an annual basis, that they provide or make available to customers only recycled paper carryout bags or reusable bags consistent with this chapter, and may report a summary of any efforts the public eating establishment has undertaken to promote the use of reusable bags by customers in the prior year. Such reporting must be done on a form prescribed by the city manager, and must be signed by a responsible agent or officer of the public eating establishment confirming that the information provided on the form is accurate and complete. All reporting must be submitted no later than 45 days after the end of each calendar year.

B. If the reporting form covering the public eating establishment's first year is submitted on time and is compliant with this chapter, then the public eating establishment shall participate in self-recertification reporting each subsequent year by completing and keeping the annual report on site and available to the city manager and/or his or her designee. A retail establishment that participates in self-recertification may destroy the completed reports and related records after five years have elapsed since the date of the report.

C. If the reports required by this section are not timely submitted by a public eating establishment, or not maintained in compliance with subsection (B) of this section, such public eating establishment shall be subject to the fines set forth in PMC 8.07.080 and/or be required to submit annual reporting to the city as provided in subsection (A) of this section, in addition to on-site inspections.

SECTION 3. Effective Date

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 4. Grace Period.

The provisions of this Ordinance are voluntary until April 2, 2019. The City will begin enforcement after such date without further notice.

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 adoption.

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Pittsburgh held on April 2, 2018 and was adopted and ordered published at a meeting of the City Council held on April 16, 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



April 2, 2018

Mayor Longmire and Councilmembers

City of Pittsburg

65 Civic Avenue

Pittsburg, CA 94565

Dear Mayor Longmire and Councilmembers,

The California Restaurant Association is the definitive voice of the food service industry in California and is the oldest restaurant trade association in the nation. On behalf of our restaurant members, we submit this letter regarding a proposed ordinance to ban the use of plastic bags and polystyrene. We respectfully request that you take our comments into consideration as unintended consequences of two restrictions on these materials that serve important purposes in restaurants.

The restaurant community is actively concerned about safekeeping our land and marine wildlife from litter and routinely participates in reduction and abatement efforts both at the state and local levels. Pollution is a serious issue, and is the responsibility of all members of the Pittsburg community. However, singling out a product such as polystyrene to eliminate is a discriminatory approach, and has proven to be ineffective.

When litter reduction occurs, of course, the amount of debris polluting our rivers, streams, and ocean is ultimately reduced as a result. Comprehensive efforts should be aimed at reducing all litter, not solely individual products. Focusing on all types of litter will then allow the amount of pollution harming our marine wildlife to reduce.

Furthermore, polystyrene foam containers remain among the most effective for keeping foods fresh, leak-free, and most importantly keeping food hot or cold. Improperly stored food spoils faster, thus being thrown away at a faster rate or being wrongfully ingested at the risk of a foodborne illness. That's why a Styrofoam cup is a standard practice for leftovers and frozen food or drinks. That is also why it is a popular product among many independent ethnic restaurants, who find that the product is best used to keep hot soups and sauce-based dishes.

Restaurants are a consumer driven industry, and foam packaging for food to go makes sense for a more enjoyable dining experience. Many restaurants choose to use this product because of its functional value.

As providers of prepared food, restaurants take their responsibility to provide food in a safe and unadulterated manner seriously and devote a tremendous amount of effort to ensure food safety. If plastic bags are banned, the only bag options left for restaurants are reusable bags. This option poses serious public health and safety risks as well as operational challenges for restaurants.

In a study by University of Arizona and Loma Linda University, a total of 84 reusable bags were collected from consumers (25 Los Angeles, 25 San Francisco, and 34 from Tucson). Ninety-seven percent of persons interviewed did not clean their reusable bags. When a reusable bag is unsanitary for transporting food, it is at risk for contamination by very preventable bacterial threats such as E. coli and coliform.

We urge the City of Pittsburg to carefully consider how the banning of polystyrene and plastic bags will affect restaurants.

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