



**CITY OF PITTSBURG
AGENDA**

APRIL 05, 2021

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

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

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

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

PRESIDING

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

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

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

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

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

Beginning with the January 19, 2021 City Council Meeting, live comments will be allowed by members of the public via teleconferencing during Zoom meetings and written comments received after 3:00 p.m. will be read aloud by staff. To be placed in a queue to comment, please adhere to the following instructions.

To Participate in Public Comment During the Meeting:

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

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

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.

6:00 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell

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

Unrepresented employees: Management Group; Senior Executive

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

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

PRESENTATIONS

7. Goals Update

CITY MANAGER REPORTS/REMARKS

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

COMMITTEE REPORTS

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

PUBLIC COMMENTS

See Public Advisory

CITY COUNCIL MEETING

CONSIDERATION

8. Adoption of a City Council Resolution Approving an Exclusive Negotiating Rights Agreement between the City of Pittsburg and San Francisco Bay Aggregates, LLC. for Three Waterfront Properties

San Francisco Bay Aggregates, LLC. (Developer) proposes to enter into an Exclusive Negotiating Rights Agreement (ENRA) for the lease and development of three sovereign tidelands that have been trusted to the City of Pittsburg.

9. Adoption of a City Council Resolution Approving a Lease Agreement between the City of Pittsburg and People Who Care Children Association

The City of Pittsburg is the owner of real property located at 3754 Railroad Avenue known as Assessor Parcel Number 087-110-011 (Property). The City proposes to lease the Property to People Who Care Children Association (Tenant) and Tenant proposes to lease Property from the City.

CONFLICT OF INTEREST STATEMENT

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

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

10. Minutes of March 15, 2021
11. By Minute Order, Authorize Placement of Two Bench Plaques Honoring Anthony Salvatore Belleci and Thomas V. Russo in a Public Park

Family members of the late Anthony Salvatore Belleci and Thomas V. Russo have requested City Council approval of two park benches with plaques attached at John Buckley Square and at the Buchanan Park Bocce Ball Courts. The Pittsburg Recognition Committee reviewed the applications and recommends approval.
12. Adoption of a City Council Ordinance Levying Special Tax in Community Facilities District (CFD) No. 2021-1 Tuscany Meadows

In accordance with the policy of the City Council and the development agreement between the City of Pittsburg (the "City") and SEECON Built Homes, Inc. (the "Developer"), the City has agreed to form a Community Facilities District ("CFD") to assist the Developer with the financing of certain public facilities to be built by

the Developer via formation of a community facilities district under the Mello-Roos Community Facilities District Act of 1982 (the “Act”). By Resolution No. 21-13912 the City Council approved a proposed boundary map, declared its intention to establish Community Facilities District No. 2021-1 Tuscany Meadows, (“CFD 2021-1”). By Resolution 21-13914 the City Council conducted a public hearing, approved the formation of the CFD, and provided for the future annexation of territory. At this meeting City Council also introduced and waived the first reading of the Ordinance Levying the Special Tax. By Resolution 21-13914 and 21-13915 respectively, the City Council conducted an election and declared the results for the election.

13. Adoption of a City Council Resolution to Amend Staffing Allocation in the Recreation Department

The City Manager recommends changing the staffing allocation plan by adding one (1) Recreation Coordinator position to the Recreation Department.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REMARKS

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

ADJOURNMENT to April 19, 2021

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2021

Updated March 1, 2021

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

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

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

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

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

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

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

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



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

NATIONAL SEXUAL ASSAULT AWARENESS MONTH APRIL 2021

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

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

WHEREAS, the goal of Sexual Assault Awareness Month is to raise public awareness about sexual violence and educate communities on how to prevent it; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 67 men will be raped at some point in their lives; and

WHEREAS, Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before age 18; and

WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college; and

WHEREAS, the theme of this year's Sexual Assault Awareness Month campaign is "Embrace Your Voice." The campaign informs individuals on how they can use their words to stop sexual violence before it happens by promoting safety, respect, and equality. Our words shape the world around us. Whether you speak out against locker room talk or help someone better understand these issues, your voice is powerful and necessary in this conversation. Individuals can embrace their voices to show their support for survivors, stand up to victim blaming, shut down rape jokes, correct harmful misconceptions, promote everyday consent, and practice healthy communication with kids.

NOW, THEREFORE, BE IT RESOLVED, I, Merl Craft, Mayor of the City of Pittsburg, California, on behalf of the entire City Council, hereby proclaim April as "Sexual Assault Awareness Month," and join advocates and support service programs in the belief that all community members must be part of the solution to end sexual violence.



Merl Craft, Mayor

Alice E. Evenson, City Clerk

April 5, 2021



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

NATIONAL LIBRARY WEEK
"WELCOME TO YOUR LIBRARY"
APRIL 4-10, 2021

WHEREAS, libraries of all types are at the heart of their cities, towns, schools, and campuses, serving their communities, and are accessible and inclusive places that foster a sense of belonging and community; and

WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources; and

WHEREAS, for people lacking broadband at home, libraries provide access to computers and wi-fi, even checking out internet hotspots and laptops; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs; and

WHEREAS, in times of crisis, libraries, librarians, and library workers play an invaluable role in supporting their communities both in person and virtually; and

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons; and

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

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, I, Merl Craft, Mayor of the City of Pittsburg, on behalf of the entire City Council hereby proclaim National Library Week, April 4-10, 2021. During this week, I encourage all residents to visit their library online to access resources and services. Because of you, Libraries Transform lives and communities.



Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

April 5, 2021



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

FAIR HOUSING MONTH

APRIL 2021

WHEREAS, the City of Pittsburg celebrates the 53rd Anniversary of the Fair Housing Act; and

WHEREAS, the principle of fair housing is not only state and national law and policy, but a fundamental human concept and entitlement for all citizens; and

WHEREAS, discrimination based on race, color, national origin, gender, disability, familial status, religion, marital status, source of income, sexual orientation/gender identity, or any arbitrary reason is illegal in California; and

WHEREAS, as a community we understand that economic progress and competitiveness is best served by promoting diverse, inclusive communities, with equal access to good jobs, schools, health care, transportation, and housing; and

WHEREAS, interested parties from both the private and public sectors will participate in a city, state, and national effort to promote fair housing.

NOW THEREFORE I, Merl Craft, Mayor of the City of Pittsburg, on behalf of the entire City Council do proclaim the month of April, 2021 to be Fair Housing Month and celebration of the 53rd year anniversary of the Fair Housing Act and urge all residents of our community to celebrate the value of harmonious and diverse communities by promoting Fair Housing Law and advocating for equal housing opportunities for all residents and prospective residents of the City.



Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

April 5, 2021



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

ARBOR DAY

April 30, 2021

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

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

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

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

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

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

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

NOW THEREFORE, I, Merl Craft, Mayor, on behalf of the City Council of the City of Pittsburg, do hereby proclaim April 30, 2021 as "Arbor Day" in the City of Pittsburg and urge all citizens to support our City's urban forestry program and further, I encourage all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.



Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

April 30, 2021



City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

*EARTH DAY
CIVIC PRIDE DAY
APRIL 2021*

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

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

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

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

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

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

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

NOW, THEREFORE, I Merl Craft, the Mayor of the City of Pittsburg, on behalf of the entire City Council, do hereby proclaim April 22, 2021, as Earth Day and Civic Pride Day in the City of Pittsburg and urge all our citizens to join in efforts to be litter free and to preserve the beauty and wonder of the lands, skies, and water of the Earth in all its diversity each and every day.



Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

April 5, 2021



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving an Exclusive Negotiating Rights Agreement between the City and San Francisco Bay Aggregates, LLC for Three Waterfront Properties

MEETING DATE: April 5, 2021

EXECUTIVE SUMMARY

San Francisco Bay Aggregates, LLC proposes to enter into an Exclusive Negotiating Rights Agreement (ENRA) for the lease and development of three sovereign tidelands that have been trusted to the City.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council adopt the Resolution approving the ENRA between the City and San Francisco Bay Aggregates, LLC.

BACKGROUND

Under State Senate Bill 551, Chapter 422, Statutes of 2011, the California State Lands Commission granted parcels APN 073-020-015, APN 073-020-007, and APN 073-020-014 to the City. The City is required to operate its Granted Lands in conformance with the California Constitution, granting statutes and the Public Trust Doctrine.

In 2017, San Francisco Bay Aggregates (Developer) approached the City as a start-up looking to demonstrate the utility of their laboratory-fabricated rock as a carbon-negative concrete aggregate. The product uses carbon sequestration, which is the process of capturing and storing atmospheric CO₂, with the goal of reducing the amount of CO₂ in the earth's atmosphere to mitigate global climate change.

Since 2017, the Developer has refined its products and fabrication, scaled up from laboratory to pilot volumes, and partnered with neighboring Pittsburg industries. The company purchased an industrial waterfront property in the City and is preparing for commercial-scale production and shipping from Pittsburg. The Developer proposes use of the three parcels, APN 073-020-015, APN 073-020-007, and APN 073-020-014 would facilitate this shipping from San Francisco Bay Aggregates' industrial waterfront property.

SUBCOMMITTEE FINDINGS

This item was met with support at the March 8, 2021 Waterfront and Economic Development Subcommittee.

STAFF ANALYSIS

Concrete is generally made of three components: water, aggregate, and a binding agent. San Francisco Bay Aggregates' technology uses CO₂ for making aggregate, and its concrete captures CO₂ in its coating. This can offset the carbon footprint of the binding agent used, rendering a lower overall carbon footprint for the concrete produced.

The Developer has completed successful pilot projects at the San Francisco International Airport and proposes to expand into new markets with aggregate shipped from Pittsburg's Granted Tidelands.

The Developer's operation on the waterfront represents a unique opportunity for a burgeoning green industry, sustainability, and synergy across several existing industries.

The Developer's proposal to enter into a Tidelands Lease to transport carbon sequestering aggregate across Granted Lands from its adjacent plant satisfies operational requirements of the State Lands Commission.

Per the City's Trust Lands Use Plan (TLUP), the Developer must complete all permitting and review processes for the project prior to execution of a Tidelands Lease (see Attachment 3 for the Tidelands permitting and lease process per the TLUP). Staff expects the Developer will undertake a large upfront investment cost prior to execution of the Lease.

Development of an ENRA will establish the procedures and standards for the negotiations between the City and the Developer for the proposed use of the Granted Lands.

If approved, the negotiating period under the ENRA shall commence on April 5, 2021 and terminate in 180 calendar days.

If negotiations are successful, the proposed Lease will be submitted for consideration to the City Council, and if approved, will be submitted to the State Lands Commission for its consideration in accordance with the TLUP and other applicable laws, including the California Environmental Quality Act (CEQA).

ATTACHMENTS: Resolution
 Exclusive Negotiating Rights Agreement
 Trust Lands Use Plan Excerpt

Report Prepared By: Sara Bellafronte, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Approving an Exclusive Negotiating Rights	)	
Agreement between the City of Pittsburg	)	RESOLUTION NO. 21-
And San Francisco Bay Aggregates, LLC	)	
<u>For Three Waterfront Properties</u>	)	

WHEREAS, the City was granted the granted parcels APN 073-020-015, APN 073-020-007, and APN 073-020-014 (the "Parcels") by the California State Lands Commission pursuant to Senate Bill 551, Chapter 422, Statutes of 2011, which imposes restrictions on the property; and

WHEREAS, San Francisco Bay Aggregates, LLC. (Developer) owns APN 073-020-019 directly adjacent to the Parcels and has proposed to construct a plant to produce aggregate made from sequestered carbon dioxide (CO₂); and

WHEREAS, the Parcels will provide waterfront access for shipping the aggregate to commercial markets which satisfies the SLC's operational requirements and aligns with the City's Trust Lands Use Plan (TLUP), General Plan, and Zoning Ordinance; and

WHEREAS, in conformance with the City's TLUP, the Developer must complete all permitting and review processes for the project prior to execution of a Tidelands Lease. It is further anticipated that the Developer will incur a large upfront investment cost prior to execution of the Lease; and

WHEREAS, the City and Developer propose to enter into an Exclusive Negotiating Rights Agreement (ENRA) for these Parcels.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the ENRA and authorizes the City Manager to execute such other documents and take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to this Resolution, and to modify the ENRA provided that such modifications do not materially alter the business terms set forth in the ENRA.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 5th day of April, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
BETWEEN THE CITY OF PITTSBURG AND
SAN FRANCISCO BAY AGGREGATES, LLC**

This Exclusive Negotiating Rights Agreement (this “**Agreement**”) is entered into as of April 5, 2021 (the “**Effective Date**”), by and between the City of Pittsburg, a California municipal corporation (the “**City**”), and San Francisco Bay Aggregates, LLC (the “**Developer**”), with reference to the facts set forth in the Recitals below. City and Developer may each be referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

Recitals

A. The California State Lands Commission granted parcels APN 073-020-007, APN 073-020-014, and APN 073-020-015 (the “**Parcels**”) to the City of Pittsburg under Senate Bill 551, Chapter 422, Statutes of 2011. Pursuant to the statute, the Granted Property shall not be conveyed in fee simple, and any lease is subject to a limit of no more than 49 years.

B. The Developer owns APN 073-020-109 directly adjacent to the Parcels and has proposed to construct a plant to produce aggregate made from sequestered carbon dioxide (CO₂).

C. The Parcels will provide waterfront access for the receipt of feedstock material(s) and the shipping of aggregate products to commercial markets (the “**Proposed Project**”), which satisfies the SLC’s operational requirements and aligns with the City’s Trust Lands Use Plan (TLUP), General Plan, and Zoning Ordinance; and

D. The purpose of this Agreement is to establish procedures and standards for negotiation by the City with the Developer of a Tidelands Lease of the Granted Property relating to the Proposed Project on the Parcels. The Lease shall include, at a minimum, provisions setting forth the lease rate and a detailed description of the Proposed Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

**ARTICLE 1
EXCLUSIVE NEGOTIATING RIGHT**

Section 1.1 Good Faith Negotiations. The City and the Developer shall negotiate diligently, exclusively, and in good faith, during the Negotiating Period (defined in Section 1.2 below), the terms of the Lease of the Parcels for the Proposed Project. During the Negotiating Period, the parties shall use good faith efforts to

accomplish the respective tasks set forth in Article 3 to facilitate negotiation of a mutually satisfactory Lease. This Agreement does not impose a binding obligation on City to convey any interest in the Properties to Developer, nor does it obligate City to grant any approvals or authorizations required for the Proposed Project or improvements constructed on the Parcels. Notwithstanding the foregoing, the City shall negotiate with Developer exclusively and not engage in negotiations with any third party regarding the Parcels during the Negotiating Period (defined below, and as potentially extended).

The issues to be addressed include, but are not limited to, conditions by which the City will lease the Parcels to Developer, a development schedule for the Proposed Project, financing of the Proposed Project, marketing and management of the Proposed Project, design and aesthetic considerations of the Proposed Project, and the provision of public improvements related to the Proposed Project.

Section 1.2 Negotiating Period. The negotiating period (the "**Negotiating Period**") under this Agreement shall commence on the Effective Date of this Agreement and terminate one hundred eighty (180) calendar days from the Effective Date of this Agreement. If, during the initial Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Lease, that, in the opinion of the City Manager, warrants initiation of the environmental review process required by the California Environmental Quality Act ("**CEQA**"), then the City Manager may extend the Negotiating Period by written notice to the Developer for the period of the environmental review process required by CEQA if anticipated to extend beyond the Negotiating Period established under this Agreement but in no event shall such extension exceed a six (6) month period. If, as a result of the environmental review process required by CEQA, there is an administrative or legal challenge, all of the timeframes set forth in this Agreement shall be stayed for the duration of any such challenge, through any appeal periods. The Developer understands that such an extension in no way obligates the City to approve a Lease or any other agreement at the conclusion of the environmental review process.

In addition, the City may extend the Negotiating Period for up to sixty (60) days by written notice to the Developer from the City Manager if, in the City Manager's judgment, sufficient progress toward a mutually acceptable Lease has been made during the initial Negotiating Period to merit such extension.

If a Lease has not been presented to the City Council, with staff's supporting recommendation and approved by the Developer by the expiration of the Negotiating Period (as may be extended under this Section), then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement except as set forth in Sections 3.2(d), 3.2(e), 4.2 and 4.6. If the City and the Developer (or a related entity approved by the City Manager in writing) execute a Lease then, upon such execution, this Agreement shall terminate, and all rights and obligations of the parties shall be as set forth in the executed Lease.

Section 1.3 Exclusive Negotiations. During the Negotiating Period (as such Negotiating Period may be extended by operation of Section 1.2), the City shall not negotiate with any person or entity, other than the Developer, regarding the leasing or development of the Parcels or any portion thereof, or solicit or entertain bids or proposals to do so. This provision shall not preclude the City from providing copies of documents or information related to the Parcels in response to a request under the California Public Records Act or other applicable law.

Section 1.4 Reimbursement Payments to City.

(a) Developer is willing to provide funds to the City to reimburse for reasonable staff and legal costs and expenses incurred by the City in connection with this Agreement ("**Reimbursement Payments**"). The City will use the non-refundable Reimbursement Payments by Developer to reimburse the City for its reasonable expenses incurred in providing and administering the services necessary and relating to this Agreement and the processing of any application resulting from this Agreement. These services will be limited to the following, unless previously agreed by the Parties:

(1) Staff and legal costs incurred by the City in connection with effectuating the terms of this Agreement, including charges by the City Attorney, outside counsel retained by the City Attorney, Community Development or other City departments working with the Developer;

(2) All environmental analysis in accordance with the requirements of the California Environmental Quality Act;

(3) Such other analyses or similar matters that are reasonably related to the City's performance under this Agreement, provided Developer is notified in advance of such other analyses and approves any costs and expenses associated therewith. Developer recognizes and accepts that any delay by the Developer in approving such costs and expenses may, in turn, delay the City's review and processing pursuant to this Agreement. Furthermore, Developer recognizes and accepts that Developer's decision to not approve analyses and costs and expenses hereunder may result in the City having insufficient information for good faith negotiation. Neither of these events, should they occur, constitute default or bad faith by the City, as referenced herein. However, if any study requested by City cannot be completed within the Negotiating Period, the City shall have the option of cancelling such study, revising such study so it can be completed during the Negotiating Period, or extending the Negotiating Period to a reasonable time after completion of such study.

Developer acknowledges the Reimbursement Payments do not include any additional fees and charges required by law, ordinance, or resolution to be paid to the City by Developer, such as application fees, inspection fees, and other processing fees for entitlements or permits that may be required by this Agreement.

(b) Developer shall pay to the City Ten Thousand Dollars (\$10,000) as an initial deposit for the Reimbursement Payments.

Developer acknowledges that the nature and scope of the costs and expenses incurred by the City, as described herein, are dependent upon factors that may be largely outside of the control of the City. Accordingly, Developer acknowledges and agrees that the amount of the initial Reimbursement Payment made by Developer to the City for deposit does not represent an estimate of the actual final costs and expenses of such services that may need to be rendered by the City in the performance of its duties under this Agreement.

(c) City will bill Developer on a monthly basis for reasonable costs and expenses incurred by the City under this Agreement, and in conformance with the provisions of Section 1.4(a). The City will provide supporting documentation describing the costs and expenses incurred and the time involved in each task. To avoid waiver of attorney-client privilege, supporting documentation for legal costs and expenses will be brief summaries. All bills for Reimbursement Payments with the supporting documentation shall be sent to the attention of:

San Francisco Bay Aggregates, LLC
100 Cooper Court, Suite A
Los Gatos, California, CA 95032
Attn: Kevin Dow

The City will provide Developer, on a monthly basis, costs and expenses deducted from the initial deposit with the supporting documentation describing the costs and expenses incurred and the time involved in each task. Thereafter, if Developer fails to make the Reimbursement Payment(s) within thirty (30) days of the date of the bill, or within such greater periods of time as may be provided in the notice or as agreed upon by the Parties in writing, then the City may direct that all negotiations performed under this Agreement be suspended until Developer has made such additional Reimbursement Payment(s). Such suspension shall not constitute default by the City as referenced herein.

(d) The Reimbursement Payments under this Agreement shall in no way influence the actions of the City in respect to the Good Faith Negotiations provided for by this Agreement. Neither Developer nor any other person providing funding for the Reimbursement Payments shall, because of such payments under this Agreement, have any expectation as to the results of the good faith negotiations.

ARTICLE 2 THE DEVELOPER

Section 2.1 Identification of Developer Representatives. The Developer, its address, and its authorized representatives to negotiate the Lease with the City are as follows:

San Francisco Bay Aggregates, LLC
100 Cooper Court, Suite A
Los Gatos, California, CA 95032
Attn: Kevin Dow

Section 2.2 Development Entity. The Developer shall make full disclosure to the City of all information pertinent to the ownership, control, and financial capacity of the development entity that is proposed to serve as developer under the Lease, including, but not limited to, the members of the Developer's development team, and (should the Development include for-rent units) the proposed property management company for the Development. Notwithstanding the foregoing, nothing in this Section 2.2 shall require Developer to give City access to Developer's financial books and records.

ARTICLE 3 NEGOTIATION/PRE-CONSTRUCTION TASKS

Section 3.1 Overview. During the Negotiating Period, the parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 3 and to accomplish the negotiation of a mutually acceptable Lease. To facilitate negotiation of the agreements, the parties shall use good faith efforts to accomplish the tasks set forth in this Article 3 in a timeframe that will support achievement of these goals.

Section 3.2 Developer's Activities Right of Entry.

(a) During the Negotiating Period, Developer will use its best efforts to prepare, at Developer's expense, any studies, surveys, plans, specifications, reports, and safety modifications ("**Developer's Activities**") Developer deems necessary or desirable in Developer's sole discretion, to complete its due diligence for the Parcels. Developer's Activities may include, without limitation, title investigation, relocation analyses, marketing, feasibility, soils, seismic and environmental studies, financial feasibility analyses, and design studies. The Developer will have rights of access to the Properties to accomplish the Developer's Activities.

(b) Developer hereby agrees to notify the City twenty-four (24) hours or at least one business day, whichever is greater, in advance of Developer's intention to enter the Parcels.

(c) Developer will provide the City with work plans, drawings, and descriptions of any intrusive activity Developer intends to perform. Developer must keep the Parcels in a safe condition during its entry. Unless excused by the City in writing in the sole discretion of the City Manager, Developer shall repair, restore, and return the Parcels to their condition immediately preceding Developer's entry and sampling thereon at Developer's sole expense.

(d) Without limiting any other indemnity provisions set forth in this Agreement, Developer shall indemnify, defend with counsel approved by City and hold the City, its officials, officers, employees, agents and volunteers harmless from and against all claims resulting from or arising in connection with entry and Developer's Activities upon the Parcels by Developer or Developer's agents, employees, consultants, contractors or subcontractors pursuant to this Section. Developer's indemnification obligations set forth in this Section 3.2 shall survive the termination of this Agreement.

(e) If upon expiration of this Agreement the Parties have not successfully negotiated the Lease and no uncured default by City has occurred, Developer will provide City, only upon City's written request and within fifteen (15) days following such request, copies of the Developer's Activities completed by such date (provided City has paid for the requested Developer's Activities). If, upon expiration of this Agreement, the Parties have not successfully negotiated a Lease and no uncured default by City has occurred, Developer will provide City, only upon City's written request, and within fifteen (15) days following such request, copies of all documentation of the Developer's Activities completed after the expiration of the Negotiating Period if Developer does not intend to complete such Developer Activities commenced prior to the expiration of the Negotiating Period. "Successful negotiation" for the purposes of this Agreement shall mean Developer approval and staff supporting recommendation to the City Council of the affected agreements.

Section 3.3 City Reports. The City shall provide the Developer with copies of all reports, studies, analyses, and similar documents prepared or commissioned by the City with respect to this Agreement, the Parcels, and the Proposed Project, promptly upon their completion, as long as the Developer has paid the City for the costs and expenses relating thereto. The Developer acknowledges that the City will need sufficient, detailed information about the Proposed Project including, without limitation, the financial information described in Sections 3.6 and 3.7, to make informed decisions about the content and approval of the agreements. Nothing in this Section 3.3 obligates the City to undertake any studies or analyses.

Section 3.4 Planning Approvals. The Developer acknowledges that the Proposed Project requires approvals and entitlements from the City (the "**Planning Approvals**"). During the Negotiating Period, the Developer shall submit preliminary Property plans and designs for the Proposed Project and architectural designs for all buildings within the Proposed Project to the City and the appropriate City departments for their informal review. The Developer understands that a formal application for the Planning Approvals and issuance of the Planning Approvals (in accordance with all applicable requirements of CEQA) will be a pre-disposition condition under the Lease in addition to other pre-disposition conditions.

Section 3.5 Utilities. The Developer shall consult with the utility companies serving the area of the Properties to determine if utility capacity exists to serve the Proposed Project and if existing utility facilities require expansion, relocation, or

underground installation in connection with development of the Proposed Project. The City shall assist and cooperate with the Developer in such consultations.

Section 3.6 Financial Proforma Analysis. Within forty five (45) calendar days of the Effective Date, the Developer shall provide the City with a detailed financial proforma for the Proposed Project containing, among other matters typically contained in such proformas, a detailed development cost, budget, and a detailed operating income and expense estimate (excluding confidential or proprietary information). The financial proforma will be used to evidence the financial feasibility of the Proposed Project. The City will work with the Developer to maintain the confidentiality of such proprietary information, subject to the requirements of the Public Records Act, California Government Code section 6250 *et seq.* (CPRA).

Section 3.7 Financing. Within ninety (90) calendar days of the Effective Date, the Developer shall submit to the City evidence of financing. The Developer shall show to the reasonable satisfaction of the City that the Developer has sufficient loan financing committed to pay the costs related to the development and completion of the improvements from a commercial financial institution.

Section 3.8 Progress Reports. Upon reasonable notice, as from time to time requested by the City, the Developer shall make oral or written progress reports advising the City on studies being made and matters being evaluated by the Developer with respect to this Agreement and the Proposed Project, including the status of the environmental site assessments, geotechnical investigations, biological assessments, traffic impacts, cultural and archaeological studies, parking and circulation studies, pedestrian connectivity, and general site planning and architectural design work.

ARTICLE 4 GENERAL PROVISIONS

Section 4.1 Limitation on Effect of Agreement. This Agreement (and any extension of the Negotiating Period) shall not obligate either the City or the Developer to enter into any agreement. This Agreement (and any extension of the Negotiating Period) shall not obligate the City to lease, or otherwise transfer, the Properties, or any portion thereof, to the Developer or any other entity, nor does it grant the Developer the right to develop the Proposed Project. This Agreement (and any extension of the Negotiating Period) shall not obligate the City to dispose of the Properties or any portion of the Properties. This Agreement (and any extension of the Negotiating Period) shall not obligate the City to provide any financial assistance to the Developer. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City and City Council action the final discretion and approval regarding the execution of any Lease, any transfer of the Properties, and all proceedings and decisions in connection therewith. Any Lease resulting from negotiations pursuant to this Agreement shall become effective only if and after such Lease has been considered and approved by the City Council of the City and the California State Lands Commission, following

conduct of all legally required procedures, and following completion of all applicable requirements of CEQA.

Section 4.2 Indemnification. 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 not a party to this Agreement challenging the validity of this Agreement, excepting therefrom any and all administrative, legal or equitable actions or other proceedings alleging gross negligence or willful misconduct by the City (an “**Action**”). The parties shall cooperate in defending such Action. Developer shall pay for the City’s reasonable costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and reasonable attorneys’ fees expended by the City in defense of any such Action. The parties shall use best efforts to select mutually agreeable defense counsel. If the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis the City for all such court costs, attorney fees, and time referenced. This Section 4.2 shall survive the termination, invalidation or nullification of this Agreement.

Section 4.3 Notices. Formal notices, demands, and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, with signature required, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

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

Developer: San Francisco Bay Aggregates, LLC
100 Cooper Court, Suite A
Los Gatos, California, CA 95032
Attn: Kevin Dow

Such written notices, demands, and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 4.4 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no lis pendens shall be filed against the Parcels or any portion of the Parcels, with respect to this Agreement or any dispute or act arising from it.

Section 4.5 Costs and Expenses. Except as set forth in Section 1.4 herein, each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement.

Section 4.6 No Commissions. The City shall not be liable for any Lease or Development Agreement that may result from this Agreement. The City represents that it has engaged no broker, agent, or finder in connection with this transaction, and the Developer shall defend and hold the City harmless from any claims by any broker, agent, or finder retained by the Developer. The terms of this Section will survive the expiration or earlier termination of this Agreement.

Section 4.7 Default and Remedies.

(a) Default. Failure by either Party to negotiate in good faith as provided in this Agreement shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the City, the Developer's sole remedy shall be to terminate this Agreement and to recover from the City all costs for the Developer's Studies. Following such termination, neither Party shall have any further right, remedy, or obligation under this Agreement; provided, however, that the Developer's indemnification obligations pursuant to Sections 3.2(d), 4.2 and 4.6 shall survive such termination. In the event of an uncured default by the City, Developer will retain Developer Studies resulting from this Agreement and the Lease.

In the event of an uncured default by the Developer, the City's sole remedy shall be to terminate this Agreement and to recover any unpaid Reimbursement Payments previously invoiced and/or including expenses incurred prior to Developer's default. Following such termination, neither Party shall have any right, remedy, or obligation under this Agreement; provided, however, that the Developer's indemnification obligations pursuant to Sections 3.2(d), 4.2 and 4.6 shall survive such termination. In the event of an uncured default by Developer, City may request, and Developer may not unreasonably withhold, Developer's Studies resulting from this Agreement and the Lease without payment by City.

Except as expressly provided above, neither Party shall have any liability to the other for damages or otherwise for any default, nor shall either Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

(c) Not a Default. The City Council and Planning Commission have the authority to review and consider the Proposed Project no later than the expiration date of this Agreement, unless extended in writing by the parties hereto. The City Council's decision whether or not to approve the Proposed Project is final and may not be challenged. The City's disapproval or other action, and any action by the Planning Commission, are not events of default.

Section 4.8 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder except with the prior written consent of the City, which consent shall be granted or withheld in the City's sole discretion, and any such attempted transfer or assignment without the prior written consent of City shall be void.

Section 4.9 No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and the Developer and no other person shall have any right of action under or by reason of this Agreement.

Section 4.10 Attorneys' Fees. The prevailing Party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs from the other Party.

Section 4.11 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Contra Costa County, California.

Section 4.12 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement. This Agreement has been mutually prepared by the Parties and the Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to this Agreement including, but not limited to, California Civil Code Section 1654, as may be amended from time to time.

Section 4.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 4.14 Authority to Execute. The undersigned represent and warrant they are each duly authorized to execute this Agreement on behalf of their respective Party and to take the actions necessary to perform hereunder without the need to seek further authorization from the entity each represents.

Section 4.15 No Agency, Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

WHEREFORE, the parties have executed this Agreement on or as of the date first above written.

CITY OF PITTSBURG
A California municipal corporation

San Francisco Bay Aggregates, LLC
Developer

Garrett Evans, City Manager

Kevin Dow, Chief Financial Officer

Attest:

Alice E. Evenson, City Clerk

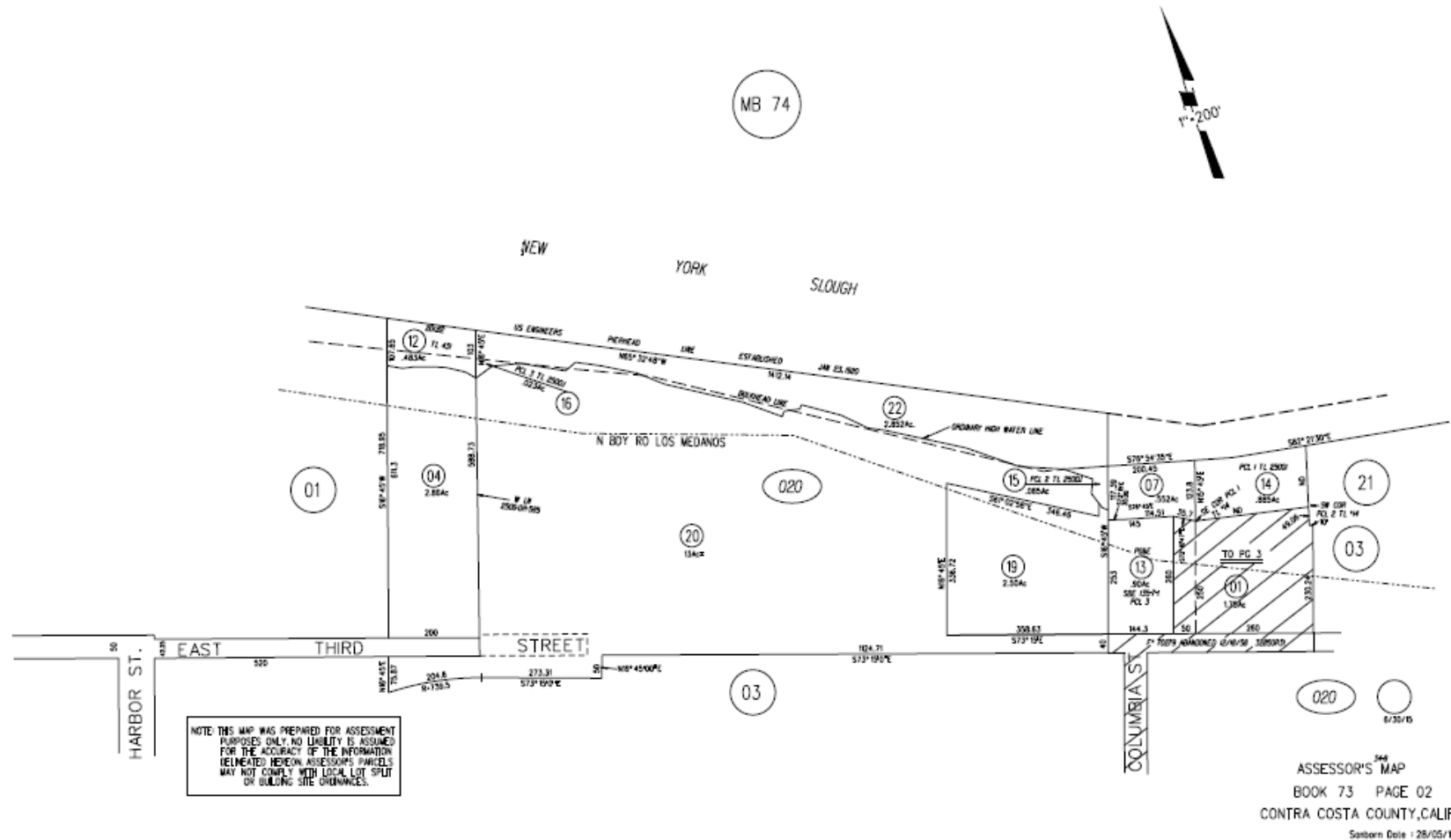
Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

APN 073-020-015, APN 073-020-007, and APN 073-020-014, can be seen on the following Contra Costa County Assessor's Parcel Map Book 73 page 2, notated as 15, 7, and 14.

POR RANCHO LOS MEDANOS



Policy 47 - Policies call on the Commission, working with other agencies and the general public, to develop a regional strategy for

- Protecting critical developed areas along the shoreline from flooding;
- Enhancing the natural resources of the Bay by preserving existing habitat and identifying areas where tidal wetlands can migrate landward; and
- Improving the ability of communities to adapt to sea level rise in ways that advance economic prosperity, social equity and environmental protection.

(SFBCDC 2011 *San Francisco Bay Plan*)

5. Procedures and Regulations for Trust Lands Leases and Developments

Given Pittsburg's custodial responsibility over Trust Lands within its boundaries, and its long-term vision of access, preservation, and integration, the City manages leasing and development at the waterfront per the following process.

Leasing and Permitting Procedure

The chart below outlines the application and review process for leasing and permitted development on Trust Lands in Pittsburg. Building, Planning, and Engineering permit applications and forms for can be found on the City's website at <http://www.ci.pittsburg.ca.us/index.aspx?page=180>. A detailed description of the process is as follows:

Figure 12. City of Pittsburg procedure for leasing and permitting on State Lands.



Step 1. Depending on the scope of the project, applicants first submit their application materials and fees to the City of Pittsburg Planning, Building, or Engineering Department. Application materials may include but are not limited to:

- Planning or Building Permit Application Form
- Scope of Work
- Dredging/Excavation Plan
- Bank Stabilization Plan
- Site/Location Plan

- Floor Plan
- Building Elevations
- Cross Sections
- Materials and Color Samples Board
- Grading Plan
- Photometric Plan
- Landscaping Plan
- Stormwater Control Plan Report and Exhibit

Upon receipt of a complete application and supplemental materials, staff estimates processing costs, and issues the applicant a reimbursement agreement to assure recovery by the City of the total cost to process an application for their project and the planned use of State Trust Lands.

Step 2. Several City departments including Planning, Building, and Engineering, along with any relevant outside agencies, including the State Lands Commission, (see Attachment 3) then conduct review of submittals to determine whether the proposed project is (a) consistent with the City and State policies, practices and procedures; (b) conducive to public access; (c) consistent with environmental safeguards and policies of the State; and (d) otherwise in the best interest of the State. A list of the City's General Plan Waterfront Development Policies with which staff will determine preliminary approval status can be found in Attachment 4, and all Municipal Code requirements can be found in the City of Pittsburgh Municipal Code.

In the event the application is deemed incomplete, City staff will specify additional information required and notify the applicant. Upon receipt of any additional material, staff will respond within 30 calendar days as to whether the application is complete. Should the applicant fail to provide a complete application within a reasonable period of time, the file may be closed and all or any part of the fees retained by the City. There is an appeal process whereby an applicant may appeal the staff determination that an application is incomplete.

At this stage, State Lands Commission approval for leases for port industrial facilities are required per Chapter 422, st 2011, Section 3(1).

Step 3. Once approval is received from all outside agencies, the City initiates the California Environmental Quality Act (CEQA) process. On many proposed projects the City is the Lead Agency for this process.

Step 4. After a successful CEQA process in which the project is exempted or found compliant, the City Council and/or Planning Commission consider the item in a public hearing for conditional approval. The following table demonstrates types of projects and public meetings to which they are subject.

Project Type	Public Meeting Required
General Plan Amendment	Planning Commission and City Council
Rezoning or Zoning Text Change	Planning Commission and City Council
Design Review	Planning Commission or City Council
Variance	Planning Commission
Development Agreement	Planning Commission and City Council
Affordable Housing Agreement	City Council

Step 5. If approved by the City Council and/or Planning Commission, a lease is drafted according to an appraisal of upland property which the City obtains using the expense deposit collected in Step 1. Terms and conditions of the City's waterfront leases vary. A sample lease can be seen as Attachment 5. At this step all necessary City and Outside Agency permits are prepared as well.

Step 6. Once mutually agreed upon, the lease is brought before the City Council for approval during a City Council meeting.

Step 7. If approved by the Council, the project is allowed to proceed with the project. The lease is then executed and all permits are issued.



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Lease Agreement between the City of Pittsburg and People Who Care Children Association

MEETING DATE: April 5, 2021

EXECUTIVE SUMMARY

The City of Pittsburg is the owner of real property located at 3754 Railroad Avenue known as Assessor Parcel Number 087-110-011 (Property). The City proposes to lease the Property to People Who Care Children Association (Tenant) and Tenant proposes to lease Property from the City.

FISCAL IMPACT

The term of the lease will be for six (6) months and twenty-two (22) days with an option to extend subject to the City's sole discretion. Tenant will pay One Dollar (\$1) for rent per lease term, beginning April 8, 2021.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution approving the lease agreement between the City and the Tenant.

BACKGROUND

The Tenant provides educational, vocational and employment training programs to children ages 12 through 21 years old, many at risk of dropping out of school or involved or highly at-risk of entering the criminal juvenile justice system. Tenant would like to host their annual waterless car wash fund raiser on the Property.

SUBCOMMITTEE FINDINGS

The proposed lease agreement was not discussed with a subcommittee.

STAFF ANALYSIS

The lease agreement will commence on April 8, 2021 and will expire on October 31, 2021. The option to extend the term may be exercised upon written agreement by both parties. The City Manager will have authority to extend the term.

The Tenant may use the Property to host waterless car wash fund raisers. At the Tenant's sole cost and expense throughout the term, the Tenant shall operate, maintain and manage the Property in good order and repair and in neat, clean sanitary and safe condition.

Adoption of the attached Resolution will authorize the City Manager to execute the necessary documents to finalize the lease.

ATTACHMENTS: Resolution
 Lease Agreement

Report Prepared By: Sara Bellafronte, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)	
Approving a Lease Agreement between)	RESOLUTION NO. 21-
The City of Pittsburgh and People Who)	
Care Children Association)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the City of Pittsburgh is the owner of real property located at 3754 Railroad known as Assessor Parcel Number 087-110-011 (Property); and

WHEREAS, the City proposes to lease the Property to People Who Care Children Association (Tenant) and Tenant proposes to lease Property from the City; and

WHEREAS, the lease agreement will commence on April 8, 2021 and will expire on October 31, 2021; and

WHEREAS, the option to extend the term may be exercised upon written agreement by both parties; and

WHEREAS, the Tenant may use the Property to host waterless car wash fundraisers; and

WHEREAS, at the Tenant's sole cost and expense throughout the term, the Tenant shall operate, maintain and manage the Property in good order and repair and in neat, clean sanitary and safe condition.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The City Council hereby adopts this Resolution and approves the lease agreement between the City and the Tenant.

Section 2. Tenant will pay One Dollar (\$1) for rent commencing April 8, 2021.

Section 3. Subject to the terms of the lease agreement, the City Manager is hereby authorized to extend the lease upon receiving, in writing, an agreement by both parties to exercise the lease extension terms.

Section 4. The City Manager is hereby authorized to take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to this Resolution.

Section 5. The City Clerk shall certify to the adoption of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5th day of April 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

LEASE AGREEMENT
By and Between
THE CITY OF PITTSBURG
and
PEOPLE WHO CARE CHILDREN ASSOCIATION

This LEASE AGREEMENT (this “**Lease**” or this “**Agreement**”), dated as of April 8, 2021 (the “**Effective Date**”), is entered into by and between the City of Pittsburgh, a municipal corporation (hereafter the “**City**” or the “**Landlord**”) and People Who Care Children Association, a California 501(c)(3) corporation (the “**Tenant**”). Landlord and Tenant are hereafter collectively referred to as the “**Parties**”.

RECITALS

A. The City is the owner of fee title to real property located at 3754 Railroad Avenue known as Assessor Parcel Number 087-110-011, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

B The City desires to lease the Property to the Tenant, and Tenant desires to lease the Property from the City for the purpose of hosting fundraisers at the Property (the “**Permitted Uses**”), subject to the terms and conditions of this Lease.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree 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.

- (i) “**Applicable Laws**” is defined in Section 4.7.
- (ii) “**Commencement Date**” is defined in Section 2.1.
- (iii) “**Default Rate**” is defined in Article VIII.
- (iv) “**Expiration Date**” is defined in Section 2.1.
- (v) “**Force Majeure**” is defined in Section 12.1.
- (vi) “**Hazardous Materials**” is defined in Section 5.5.1.

- (vii) **"Hazardous Materials Claims"** is defined in Section 5.2(c).
- (viii) **"Hazardous Materials Laws"** is defined in Section 5.5.2.
- (ix) **"Indemnitees"** is defined in Section 4.8.
- (x) **"Late Fee"** is defined in Section 2.2.
- (xi) **"Lease Termination"** is defined in Section 2.1.
- (xii) **"Property"** is defined in Recital A.
- (xiii) **"Remedial Work"** is defined in Section 5.2(e).
- (xiv) **"Rent"** is defined in Section 2.2.
- (xv) **"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 Property for the Term subject to the terms and conditions and for the purposes set forth in this Agreement.

ARTICLE II TERM OF LEASE; RENT; SECURITY DEPOSIT

2.1 Term. The term of this Agreement (the **"Term"**) shall commence on April 8, 2021 (the **"Commencement Date"**). Unless terminated earlier or extended pursuant to the provisions hereof, this Agreement shall expire on October 31, 2021 (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 Extension of Term. The Tenant may request extension of the Term of this Lease annually for a one-year period upon ninety (90) days' notice to the City. The City Manager shall approve or disapprove the request for the extension of the Term. In the event the City Manager disapproves the extension of the Term, the City must notify Tenant within sixty (60) days of the Lease Termination. If the City Manager approves the request to extend, the parties shall execute an amendment to the Lease extending the Term by one year.

2.2 Rent. Commencing April 8, 2021, Tenant shall pay to Landlord as rent for the Property, the sum of One Dollar (\$1) per term (the **"Rent"**).

Rent is due and payable on the Commencement Date to the City at the address shown in Section 12.5.2 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 April 13, 2021, the Tenant shall pay the City 10% of such overdue Rent ("**Late Fee**"). City and Tenant agree that such Late Fee represents a fair and reasonable estimate of the cost the City shall incur by reason of the late payment by the Tenant. Acceptance of such Late Fee by the City shall in no event constitute a waiver of the Tenant's default with respect to such overdue amount, nor prevent the City from exercising any of the other rights and remedies granted hereunder.

2.3 Additional Rent. As additional rent (the "**Additional Rent**"), the Tenant shall pay and discharge when due, all insurance premiums; applicable taxes that include but are not limited to real property taxes, possessory interest, rent taxes, gross receipt taxes; and all other liabilities and obligations which the Tenant assumes or agrees to pay or undertake pursuant to this Lease.

2.4 Security Deposit. Tenant shall pay the City a security deposit in the amount of Five Hundred Dollars (\$500) (the "**Security Deposit**"). The Security Deposit shall be paid upon the execution of this Lease. Provided that the Tenant is not in default under this Lease, the City shall return the Security Deposit to Tenant upon the termination of this Lease. The City has no obligation to pay or earn interest on the Security Deposit.

2.5. Use of Security Deposit. If the Tenant is in default with respect to any provision of this Lease, the City may, but has no obligation to, use the Security Deposit or any portion thereof to cure such default or to compensate the City for any damage or reasonable expense sustained by the City resulting from such default, but only after providing Tenant with an opportunity to cure such default. The City shall provide the Tenant with evidence of damage incurred as a result of a default by Tenant. If this Lease has not been terminated as a result of such default, the Tenant, on demand from the City, shall promptly restore the Security Deposit to the full amount pursuant to Section 2.5.

ARTICLE III ALTERATIONS AND NEW CONSTRUCTION

During the Term of this Agreement, the Tenant shall not make any permanent change, alteration or addition to the Property (collectively, the "**Improvements**") without the prior written consent of the City.

ARTICLE IV MANAGEMENT, USE AND OPERATION OF THE PROPERTY

4.1 Permitted Uses. The Tenant may use the Property to host fund raisers. The Tenant shall not use or permit the Property or Property to be used for any purpose other than the Permitted Uses pursuant to this Agreement or with the City's written consent. Tenant shall continuously use the Property for the uses specified in this Section. In no

event shall any equipment or items be left unattended on the Property or outside of the Property.

4.2 Nondiscrimination. The Tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property 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 Property herein leased.

4.3 Not Used.

4.4 Maintenance and Inspection of the Property.

4.4.1 Maintenance. At the Tenant's sole cost and expense throughout the Term, the Tenant shall operate, maintain and manage the Property in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Property. The Tenant shall keep and maintain all portions of the Property in a reasonably clean and orderly condition, free of accumulation of rubbish, graffiti and noxious weeds, and keep the Property in condition not detrimental to the surrounding Property and free from hazards to the general public. The Tenant's failure to maintain the Property in accordance with this Agreement shall, at the City's discretion, be grounds for termination of this Agreement pursuant to Article XI.

4.4.2 Inspection. At any time during the Term, upon reasonable advance notice and during normal business hours, the City may conduct inspections of the Property 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 Property 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 Property as required hereunder.

4.5 City's Right to Perform Tenant Obligations. If following notice and the expiration of any applicable cure period as set forth in the notice required by Section 11.2.1, the Tenant fails to perform its obligations to maintain the Property in accordance with the standards set forth in this Agreement, the City shall have the right, but not the obligation, to perform such work upon delivery of written notice to 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 VIII. 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.

4.6 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 Property during the term of this Agreement nor shall the City be obligated to maintain or operate the Property.

4.7 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 Property. (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 Property for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property 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 Property for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property which would result in a nuisance or a violation of law.

4.8 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 Property 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 City and its elected and appointed officers, officials, employees, agents, and representatives (collectively 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 V

CONDITION OF THE PROPERTY; ENVIRONMENTAL MATTERS

5.1 Condition of the Property.

5.1.1 AS-IS Condition. The Tenant will lease the Property 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 Property, whether known or unknown, suspected or unsuspected, actual or potential.

5.1.2 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 Property 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 Property 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 Property. The Tenant acknowledges and agrees that prior to the Effective Date it has made such investigations of the Property, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Tenant deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions and shall lease the Property in its condition as of the Effective Date “AS-IS” “WHERE-IS” AND WITH ALL FAULTS. The Tenant further acknowledges that the City has made available all data and information on the Property available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

5.2 Tenant’s Covenants. The Tenant hereby covenants and agrees that throughout the Term:

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

(b) The Tenant shall not permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall the Tenant permit the presence or release of Hazardous Materials in, on, under, about or from the Property with the exception of materials

customarily used as part of the Permitted Uses 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 Property pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against the Tenant or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Property; or (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property classified as "Border Zone Property" under the provisions of California Health and Safety Code, former Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Property pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**." The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by 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 Property (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

(e) 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 Property.

5.3 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 Property; 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 Property and which migrates onto the Property 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 5.3, the Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant Initials

5.4 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 Property 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 V. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 5.4 shall survive the expiration or earlier termination of this Agreement.

5.5 Definitions.

5.5.1 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.

5.5.2 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 5.5.1, as any of the foregoing may be amended from time to time.

ARTICLE VI INDEMNITY AND INSURANCE

6.1 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 Property, (ii) any work or thing done on or in the Property, (iii) any condition of any alteration or addition constructed by the Tenant on the Property, (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 Property, 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 VI shall not apply to any Claim or other matter to the extent such arises as a result of the sole negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

6.2 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 Property, 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 III, 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 6.2.

ARTICLE VII DAMAGE AND DESTRUCTION

7.1 Damage or Destruction. In the event of any damage to or destruction of the Property during the Term, the City shall elect, by written notice delivered to Tenant within sixty (60) days following the date of the occurrence of the damage, to either remove the Property or restore and rebuild the Property as nearly as possible to the condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Property, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Property within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which

insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the City pursuant to this Agreement. If the City does not elect to restore the Property and the City does not exercise its right to terminate this Agreement pursuant to Section 11.3 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 Property, the City shall confer with the Tenant regarding the design and plans for such restoration of the Property.

7.2 Notice Required. In the event of material damage to or destruction of the Property, 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 VII, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Ten Thousand Dollars (\$10,000).

ARTICLE VIII CITY'S RIGHT TO PERFORM TENANT'S COVENANTS

If the Tenant shall at any time fail to pay any charge payable by the Tenant to a third party as required by this Agreement, or to comply with the requirements set forth in Section 6.2 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 Property for such purpose and take all such action thereon as may be reasonably necessary therefor.

All sums paid by the City and all costs and expenses incurred by the City in connection with any such payment or the performance of any such act (together with interest thereon at the Default Rate from the respective dates of the City's making of each such payment) shall constitute additional Rent payable by 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 IX MORTGAGES

9.1 Non-Subordination of Fee. Nothing in this Agreement shall be construed as an agreement by the City to subordinate its fee interest in the Property 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. Notwithstanding anything to the contrary, the City shall have no obligation to encumber or otherwise subordinate its fee interest in the Property or approve any mortgage of the Tenant's leasehold estate.

ARTICLE X ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMENT

10.1 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 Property 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.

10.2 No Involuntary Transfers. Without limiting any other restrictions on transfer contained in this Agreement, no interest of the Tenant in this Agreement, the Property 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 10.2 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 XI as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of the Tenant.

10.3 Assumption Agreement and Release. No permitted Transfer shall be allowed.

10.4 Nondisturbance. Provided that the Tenant is not in default under this Agreement, the Tenant's possession, use and enjoyment of the Property 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 XI DEFAULT, REMEDIES AND TERMINATION

11.1 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 thirty (30) days after Rent is due. The 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 any taxes and assessments due on the Property or part thereof, subject to the Tenant’s rights to contest such charges pursuant to Section 2.3, 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 11.2.1);

(c) Insurance. The Tenant fails to obtain and maintain any insurance required pursuant to Section 6.2 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 Property 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 X;

(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 11.1, 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 Property 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;

11.2 Notice and Opportunity to Cure.

11.2.1 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.

11.2.2 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.

11.3 Remedies Upon Default.

11.3.1 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 Property 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 Property 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.

11.3.2 Remedies Upon Abandonment. If the Tenant should default under this Agreement and abandon the Property, the City may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder. Additionally, the City shall be entitled to recover from the Tenant all costs of maintenance and preservation of the Property, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Property and the City's interest under this Agreement.

11.3.3 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 Property), this Agreement shall not terminate (except by an exercise of the City's right to terminate under Section 11.3.1) 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 Property; or (b) the appointment of a receiver upon initiative of the City to protect the City's interest under this Agreement.

11.3.4 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.

11.3.5 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 Property with power in the receiver (a) to administer the Tenant's interest in the Property, (b) to collect all funds available in connection with the operation of the Property, and (c) to perform all other acts consistent with the Tenant's obligations under this Agreement, as the court deems proper.

11.4 Remedies Cumulative. No remedy specified in this Article XI 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.

11.5 No Election of Remedies. The rights given in this Article XI 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.

11.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the City under Article VI 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 XII GENERAL PROVISIONS

12.1 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.

12.2 City's Right to Enter the Property. The City and its agents may enter the Property from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of non-responsibility 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.

12.3 Representations of City and Tenant.

12.3.1 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.

12.3.2 Representation of the City. 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.

12.4 Miscellaneous.

12.4.1 Holding Over/Month to Month. If Tenant is or remains in possession of the Property after the expiration of termination of this Lease, the Lease shall continue on a month to month basis with the right of either party to terminate it upon 30 days written notice to the other, and the monthly Rent and Utility Costs will be due and payable on the first day of the rollover term and each month thereafter until such time as this Lease is terminated or renewed under different rent terms.

12.4.2 Binding on Successors and Assigns. Each provision of this Lease to be performed by Tenant shall be deemed both a covenant and a condition. The terms, conditions, and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties and their personal representatives, successors, and assigns.

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

- (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: People Who Care Children Association
2231 Railroad Avenue
Pittsburg, CA 94565
Attention: Veronica Pope
pwcassociation@att.net

12.4.4 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.

12.4.5 Successors and Assigns. Subject to the restrictions on transfer set forth in Article XII, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Lease to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

12.4.6 Not Used.

12.4.7 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.

12.4.8 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.

12.4.9 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.

12.4.10 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.

12.4.11 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.

12.4.12 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.

12.4.13 Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof.

12.4.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

12.4.15 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.

12.4.16 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.

12.4.17 Severability. The determination by a court of competent jurisdiction that a provision of this Lease is illegal or unenforceable shall not affect any other provision of this Lease.

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the Effective Date.

TENANT:
PEOPLE WHO CARE CHILDREN
ASSOCIATION

LANDLORD:
CITY OF PITTSBURG
a municipal corporation

By: _____
Veronica Pope, Director

By: _____
Garrett Evans, City Manager

ATTEST:

Alice E. Evenson, City Clerk

APPROVED AS TO FORM

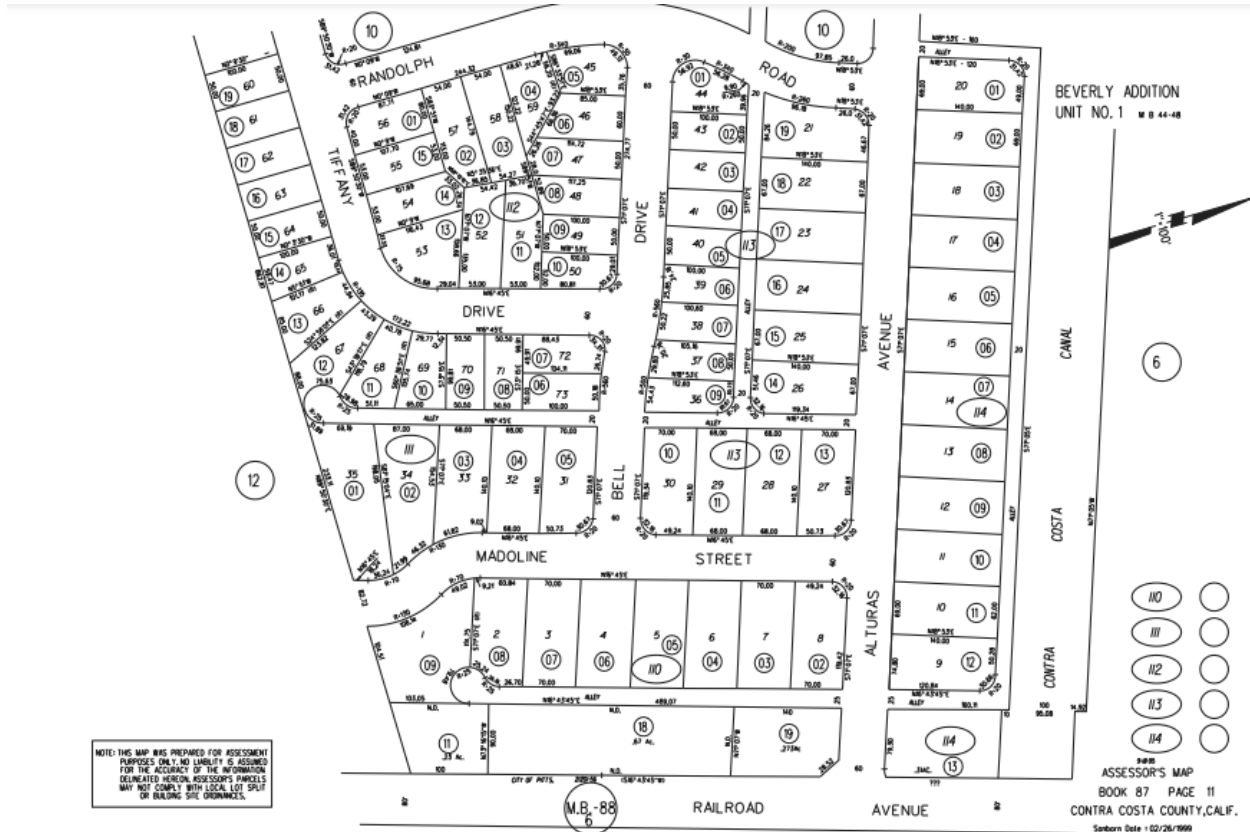
Donna Mooney, City Attorney

Exhibit A

PROPERTY

A certain parcel of land situated in the City of Pittsburg, County of Contra Costa, State of California and more particularly described as follows 3754 Railroad Avenue.

Assessor Parcel Number 087-110-011



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

DATE: March 15, 2021

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for March 15, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Craft called the meeting of the City Council to order at 7:07 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:

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

Property: 351 Railroad Avenue, Suite 201B; Negotiator for the City of Pittsburg: Garrett Evans; Negotiating Parties: Black Diamond Data (Tenant); Under Negotiation: Both price and terms of payment

Property: 300 Cumberland Street (APN 085-108-010); Negotiator for the Successor Agency: Garrett Evans and Maria Aliotti; Negotiating Parties: JJ Phair; Under Negotiation: Both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL FOR THE SUCCESSOR AGENCY—
ANTICIPATED LITIGATION (Significant exposure to litigation pursuant to Section 54956.9(d)(2)):

One (1) case

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell

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

Unrepresented employees: Management Group; Senior Executive

There was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS

Women's History Month

CITY MANAGER REPORTS/REMARKS

City Manager Evans gave an update on the COVID-19 health order for the City of Pittsburgh.

PUBLIC COMMENTS

Comments were received from:

Sheena Bell

COMMITTEE REPORTS

Member Killings attended the Economic Development/Waterfront subcommittee meeting.

PUBLIC HEARING

8. Adoption of City Council Resolutions Forming Community Facilities District No. 2021-1 (Tuscany Meadows) and Conducting the CFD Election, and Introduction and Waiver of First Reading of an Ordinance Levying the Special Tax in the CFD

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

On Motion by Member Killings, seconded by Mayor Craft to adopt the resolution to form the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax Therein to Finance Certain Public Facilities; the resolution Determining Necessity to Incur Bonded Indebtedness for the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows); and the resolution Calling Special Election in and for the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows) and carried unanimously.

City Clerk Evenson opened the ballots and announced there were 168 votes in favor of the CFD, and the election was unanimous.

On Motion by Vice Mayor White, seconded by Member Banales to adopt the resolution Declaring Results of Special Election in and for City of Pittsburg Community Facilities District 2021-1 (Tuscany Meadows), and Directing Recording of Notice of Special Tax Lien and carried unanimously.

On Motion by Member Killings, seconded by Member Banales to introduce and waive first reading of an Ordinance levying the special tax in the CFD and carried unanimously.

CONSIDERATION

9. Adoption of a City Council Resolution Accepting the General Plan Annual Progress Report for Calendar Year 2020

On Motion by Member Killings, seconded by Member Scales-Preston to adopt and carried unanimously.

10. Adoption of a City Council Resolution of Intent to Establish an Enhanced Infrastructure Financing District and Public Financing Authority

On Motion by Vice Mayor White, seconded by Member Killings to adopt and carried unanimously.

11. Adoption by Minute Order of Updated City Council Member Committee Types for 2021

On Motion by Member Banales, seconded by Vice Mayor White to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest stated.

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

On Motion by Vice Mayor White, seconded by Member Banales to adopt and carried unanimously.

12. Minutes of February 22, 2021 and March 1, 2021
13. Adoption of a City Council Resolution to Amend the Master Pay Schedule as Required by California Public Employees' Retirement System
14. Adoption of a City Council Resolution to Establish the 2021/2022 Annual Stormwater Utility Area Fee
15. Adoption of a City Council Resolution Approving a Lease Agreement between the City of Pittsburg and Pittsburg Community Theater
16. Adoption of an Ordinance Approving a Zoning Map Amendment for an Approximately Three-Acre Site Located Along Frontage Road, AP-20-1544 (GP, RZ)
17. Adoption of Two City Council Ordinances Amending Prezoning Designations, Including Approval of a Master Plan, and Approving a Development Agreement for the Faria/Southwest Hills Annexation Project, AP-10-717 (GP, RZ, DA, ANNEX)

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

In honor of Women's History Month, Vice Mayor White acknowledged Mayor Craft and Member Scales-Preston for their contributions to the community.

Mayor Craft noted that in 1918, during the Spanish Flu epidemic, the City Council adopted a mandatory mask policy. She encouraged residents to follow this same protocol at this time.

ADJOURNMENT

The City Council adjourned at 8:27 P.M. to March 22 , 2021.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: By Minute Order, Authorize Placement of Two Bench Plaques Honoring Anthony Salvatore Belleci and Thomas V. Russo in a Public Park

MEETING DATE: April 5, 2021

EXECUTIVE SUMMARY

Family members of the late Anthony Salvatore Belleci and Thomas V. Russo have requested City Council approval of two park benches with plaques attached at John Buckley Square and at the Buchanan Park Bocce Ball Courts. The Pittsburg Recognition Committee reviewed the applications and recommends approval.

FISCAL IMPACT

Minor. The cost of any modifications to landscaping and installation will be paid from the City's Fiscal Year 2021-22 budget for landscaping and park maintenance. No new funds are requested.

RECOMMENDATION

By Minute Order, authorize the installation two benches with plaques honoring Anthony Salvatore Belleci in John Buckley Square and Thomas V. Russo within the Buchanan Park Bocce Ball Court, in a location approved by the City.

BACKGROUND

On August 3, 2015, the City Council approved a minute order to create a committee to advise the City Council regarding procedures and policies for memorials and honors for people who have had a positive impact on the community.

The committee includes a representative of the Community Advisory Commission, Planning Commission, City Council, Pittsburg Historical Society and Pittsburg Unified School District.

On July 17, 2017, the City Council approved Resolution 17-13350 to adopt a new City policy for Commemorative Recognition in Public Areas and directed the Pittsburg Recognition Committee to implement the policy.

The committee met on February 9, 2021 and reviewed two applications. One submitted by Patrice Belleci-Shipe for installation of bench and plaque to honor her late father and former local business owner Anthony Salvatore Belleci, longtime owner of Anthony Jewelers and supporter of multiple community organizations.

The second application was submitted by Elizabeth Russo and Whitney Ramirez to honor their late father Thomas V. Russo, a former local business owner of Primo Deli, Rice Wine & Liquor and a branch of Farmers Insurance. Mr. Russo was an active volunteer in the community where he also played, helped run and organized the bocce leagues for more than 40 years.

SUBCOMMITTEE FINDINGS

This item was presented to the Pittsburg Recognition Committee.

STAFF ANALYSIS

The Pittsburg Recognition Committee reviewed the proposed location for installation of the Anthony Salvatore Belleci bench and plaque in John Buckley Square, a public park located on the west side of Railroad Avenue between Fifth and Sixth streets. The Belleci application is attached to this report.

The Pittsburg Recognition Committee reviewed the proposed location for installation of the Thomas V. Russo bench and plaque within the Buchanan Park Bocce Ball Courts, a public park located on Buchanan Road. The Russo application is attached to this report.

After discussion, committee members approved recommendation that the City Council approve the installation of Anthony Salvatore Belleci bench and plaque, with a commitment from the applicant to work with City parks maintenance staff to identify an appropriate location within the park.

After discussion, committee members approved a recommendation that the City Council approve the installation of Thomas V. Russo bench and plaque, with a commitment from the applicant to work with City parks maintenance staff to identify an appropriate location within the park.

Staff will consider various factors, including visibility, lighting and the location of park irrigation and amenities in determining the best location.

Under the City's policy, inscriptions must be approved by the City prior to casting. Costs of the benches and plaques and installation are the responsibility of the requesting individuals or organization. Installation is done by the City's Public Works Department. If the plaque is damaged, stolen, or vandalized, its replacement is the responsibility of the requesting party.

ATTACHMENTS: Applications

Report Prepared By: Jill Hecht, Interim Deputy City Manager

MEMORIAL PLAQUE OR BENCH APPLICATION

NOMINATOR'S NAME: Patrice Belleci-Shipe

ADDRESS: _____

CITY: Pittsburg PHONE: (925)

A MEMORIAL PLAQUE or BENCH ^{with} (5"x11" plaque included) IS REQUESTED FOR:

NOMINEE'S NAME: Anthony Salvatore Belleci

LAST KNOWN PITTSBURG ADDRESS: _____

PRESENT ADDRESS: Deceased: 2 May 1972
(forty-two years old)

TELEPHONE NUMBER: _____

DETAIL: Please see the attached Detail.

Thank you.

DESCRIPTION OF ACTIVITY, CONTRIBUTION OR ACCOMPLISHMENTS: (additional pages may be attached to this application form)

Please see the attached Description.

Please also see the additional supporting documents.

Thank you so much.

LIST OTHER NOMINATORS:

NAME:	ADDRESS:	PHONE:
Jack Garcia		
Peter Garcia		
Theresa Matejcek	Drive Pittsburg, CA	
Jess Hurtado	Pittsburg, CA	

NOMINATOR'S SIGNATURE:

Jack Garcia

Patricia Bellini-Shipe

NOMINATOR'S SIGNATURE:

Peter Garcia

Terry Matejcek

NOMINATOR'S SIGNATURE:

Jess Hurtado

MEMORIAL PLAQUE OR BENCH APPLICATION

DETAIL:

“ANTHONY S. BELLECI, THROUGH HIS WAY OF LIFE, ILLUSTRATED UNSELFISH SERVICE AND GOOD WILL TOWARDS HIS FELLOW MAN BY DOING HIS BEST TO UNDERSTAND AND HELP OTHERS WITH CHEERFULNESS, KINDNESS, AND HUMILITY. THIS AWARD IS PRESENTED IN HIS NAME TO THE PERSON WHO HAS BEST DEMONSTRATED THESE QUALITIES AND HOPEFULLY WILL CONTINUE TO DO SO.”

THIS QUOTE IS INCLUDED IN THE TWO HUMANITARIAN ANTHONY S. BELLECI MEMORIAL SCHOLARSHIPS AWARDED AT BOTH PITTSBURG HIGH AND SAINT PETER MARTYR SCHOOLS. IT WAS ANTHONY’S DEDICATION AND COMMITMENT TO OUR PITTSBURG COMMUNITY THAT INSPIRED VARIOUS COMMUNITY MEMBERS, IN 1972, TO CREATE THIS ANNUAL AWARD. GOING ON ITS FORTY-NINTH YEAR, THE BELLECI FAMILY, BASED UPON EACH SCHOOL STAFF’S STUDENT NOMINATION, CONTINUES THE AWARD AND PLANS TO INCREASE THE MONETARY AMOUNT IN THE FUTURE.

ANTHONY SALVATORE BELLECI WAS AN IMPASSIONED AND ENTHUSIASTIC PITTSBURG JEWELER AND COMMUNITY ADVOCATE. ALWAYS PROMOTING AND WORKING FOR PITTSBURG’S PROGRESS, HE BELIEVED AND EXPRESSED OPENLY AND EMPHATICALLY THAT PITTSBURG PROGRESS WAS *ONLY* POSSIBLE THROUGH THE INCLUSION OF EVERY SEGMENT OF OUR PITTSBURG COMMUNITY. THROUGHOUT HIS YOUNG AND ADULT LIFE, ANTHONY ORGANIZED GROUPS AND WORKED TIRELESSLY WITH ALL TO ATTRACT BUSINESS TO DOWNTOWN (OLD TOWN); PROVIDE JOBS; ELECT ETHNICALLY REPRESENTATIVE LEADERS (MOSES COLEMAN, HERB WHITE, AND MORE); DEVELOP THE WATERFRONT; AND CREATE ENJOYABLE ARTS, CULTURAL, EDUCATIONAL, ATHLETIC, AND RECREATIONAL OPPORTUNITIES FOR ALL. FOR ANTHONY, INCLUSION WAS RECIPROCAL: HE WELCOMED ALL SEGMENTS OF THE PITTSBURG COMMUNITY INTO HIS LIFE, AND, TRULY, ALL WELCOMED HIM.

BORN IN HIS PITTSBURG HOUSE AT 209 EAST SECOND STREET, NOVEMBER 19, 1929, ANTHONY SHARED HIS HOME WITH HIS IMMEDIATE AND EXTENDED FAMILY. IN FACT, HE NEVER STRAYED FAR FROM HIS OLD-TOWN ROOTS. RATHER THAN BECOME A COMMERCIAL FISHERMAN LIKE HIS FATHER, HOWEVER, HE CHOSE TO WORK IN HIS UNCLE’S JEWELRY STORE FROM THE AGE OF NINE UNTIL 1952, WHEN HE OPENED HIS OWN BUSINESS, ANTHONY’S JEWELERS, AT 435 CUMBERLAND STREET, PITTSBURG. THEN, WHEN BUSINESSES BEGAN LEAVING OLD TOWN FOR STRIP MALLS AND LATER BIG BOX SHOPPING CENTERS, ANTHONY CHOSE INSTEAD, IN 1965, TO RELOCATE TO 160 EAST FOURTH STREET (NOW THE CIGAR STORE), AND THEN, APRIL 1972, TO 635 RAILROAD AVENUE (LATER CASTRO’S TROPHIES THAT MOVED TO 655 RAILROAD). UNTIL HIS UNTIMELY DEATH, MAY 2, 1972, AGE FORTY-TWO, ANTHONY REMAINED DEDICATED AND COMMITTED TO THE ENTIRE PITTSBURG COMMUNITY AND DOWNTOWN (OLD TOWN). BOTH WERE TRULY HIS HEART AND SOUL.

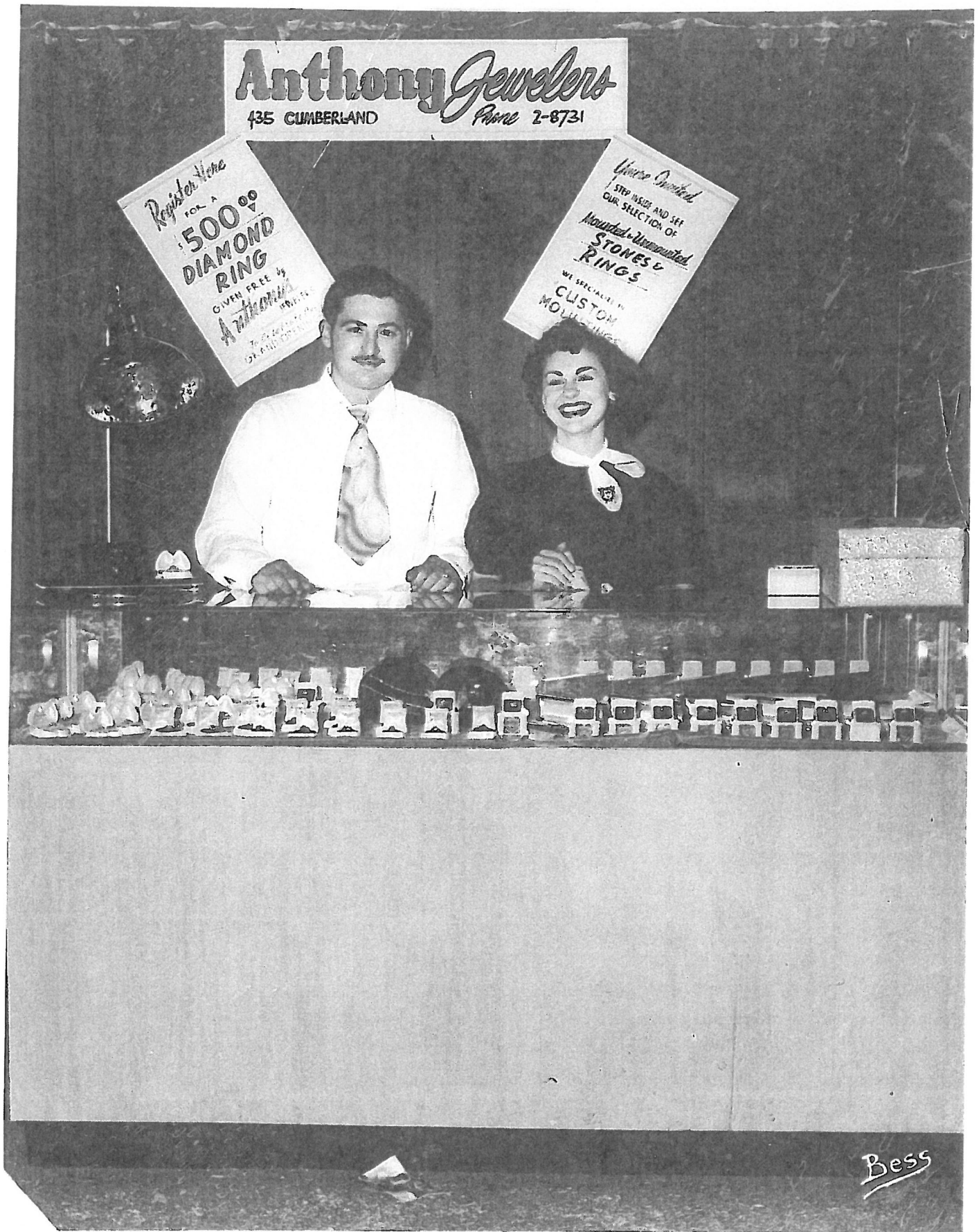
MEMORIAL PLAQUE OR BENCH APPLICATION

DESCRIPTION OF ACTIVITY, CONTRIBUTION, OR ACCOMPLISHMENTS:

ANTHONY'S SERVICE AND CONTRIBUTION TO THE PITTSBURG COMMUNITY BEGAN WHEN HE WAS VERY YOUNG. IN ADDITION TO SERVING IN THE NATIONAL GUARD TWELVE YEARS; HELPING TO ELECT ETHNICALLY REPRESENTATIVE LEADERS; AND SERVING AS ONE OF THE COMMISSIONERS ON THE VERY FIRST MODEL CITIES COMMISSION, ANTHONY, WORKING TOGETHER WITH THE COMMUNITY HE LOVED, CONTRIBUTED MUCH. FOR AN IDEA, AND JUST A SAMPLE OF THE BREADTH OF ANTHONY'S CONTRIBUTIONS, PLEASE SEE THE ATTACHED INFORMATION (PP 7-25).

TO THE PITTSBURG RECOGNITION COMMITTEE, MAYOR CRAFT AND THE PITTSBURG CITY COUNCIL, CITY MANAGER EVANS AND STAFF, WITH JILL HECHT, WHO EMAILED ME THE APPLICATION, I THANK YOU SO MUCH IN ADVANCE FOR YOUR TIME AND CONSIDERATION. IF YOU SHOULD HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO HAVE SOMEONE CONTACT ME AT (925) 864-5372. THANKS AGAIN.

ANTHONY SALVATORE BELLECI
1929-1972
ANTHONY'S JEWELERS
PITTSBURG COMMUNITY ADVOCATE
FRIEND TO ALL



Bess

e Kickoff Breakfast . . .

"Kickoff breakfast" for the 1955 United Crusade campaign, held yesterday morning at the corner of Railroad Ave., and 6th St., involved more than rubbing a magic lamp, as these pictures show. About 100 people attended the meeting, representing a cross section of business, industrial, civic, church, labor and school leaders. Picture No. 1—Unloading extra tables for the breakfast are Vince Coniglio, King O. Tolles, chairman of the committee in charge, and Ben Goldberger, drive chairman. Picture No. 2—Peppy band music was offered by the Pittsburgh High School band, directed by Clarence Fornwald, back to camera. Picture No. 3—Heaps of flapjacks were cooked by members of Headquarters and Headquarters Co., 121st Battalion, California National Guard, assisted by Anthony Bellecti, who hovers knowingly over a panful that needs flipping. Picture No. 4—Appearing briefly at the breakfast was W. G. (Bud) Buchanan, supervisor, shown nudging a friend as he left. Picture No. 5—Serving the breakfast were members of the St. Peter Church



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A TRIBUTE
published in the pages of
THE POST DISPATCH
PITTSBURG, CALIF.
MAY 3 1972

Memorial Obituary

Entered Into Eternal Rest
Tuesday, May 2, 1972



Anthony S. Belleci

Rosary will be recited Thursday at 8 p.m. in Pittsburg Funeral Chapel for Anthony S. Belleci, 42, well-known local jeweler.

Belleci died unexpectedly at 10:07 a.m. Tuesday in Concord Community Hospital, possibly of a heart condition. Cause was not specified yet. He had been ill about two weeks.

Belleci, who operated Anthony's Jewelers here for many years, was born in Pittsburg Nov. 19, 1929 and was a graduate of local schools.

Member of a pioneer family here, he entered the jewelry business at the age of nine when he went to work at his uncle's jewelry store.

Belleci, who resided at 4205 Inverness Drive, was active in

civic and fraternal organizations and was one of the original members of the National Guard unit here, serving 12 years. He also participated in the Columbus Day celebrations many years as a committeeman.

Belleci was past president of Sadoc Council 59 of the Young Men's Institute and was a Model Cities commissioner. He was a member of the Pittsburg Elks Lodge, Pittsburg Chamber of Commerce, Pittsburg Downtown Association, Pittsburg Boys' Club and Church of the Good Shepherd and was a former member of Pittsburg Lions Club.

Survivors include his wife, Hope Sino Belleci, the daughter of Pittsburg contractor John J. Sino; two young daughters and a son, Patrice, Marisa and Salvatore Belleci, all of the family home; and his mother, Mrs. Peggy Belleci of Pittsburg. His late father was Salvatore Belleci.

Also surviving is a brother, Frank S. Belleci of Concord.

Following the Rosary Thursday, a Requiem High Mass will be offered at 9:30 a.m. Friday at Church of the Good Shepherd here. Interment will be at Holy Cross Cemetery, Antioch.

Pallbearers will be Angelo Alaimo, Sal Rappa, Russell and Neno Belleci, Philip Ceilini and Neno Mercurio, all first cousins.

The family prefers contributions to the Pittsburg Boys' Club or to a favorite charity.

Visitation will begin today at 8 p.m. at Pittsburg Funeral Chapel.

MEMORIAL PLAQUE OR BENCH APPLICATION

NOMINATOR'S NAME: Elizabeth Russo (Whitney Ramirez)

ADDRESS: _____

CITY: _____ PHONE: _____

A MEMORIAL PLAQUE or BENCH (circle one) IS REQUESTED FOR:

NOMINEE'S NAME: Thomas V. Russo

LAST KNOWN PITTSBURG ADDRESS: _____

PRESENT ADDRESS: Heaven (Deceased)

TELEPHONE NUMBER: _____

DETAIL: Please refer to the attached document.

We would love to add a plaque to an existing bench. The location that feels right for him

would be the new bocce courts in downtown Pittsburg.

DESCRIPTION OF ACTIVITY, CONTRIBUTION OR ACCOMPLISHMENTS: (additional pages may be attached to this application form)

LIST OTHER NOMINATORS:

NAME:

ADDRESS:

PHONE:

Sal Sbranti (Vice Pres of Operations USS Posco- Retired)

Mark Mays (Police Officer Pittsburg PD) (Retired)

Joe Siino (Former Pittsburg Mayor and Italian American Club President)

NOMINATOR'S SIGNATURE:

NOMINATOR'S SIGNATURE:

NOMINATOR'S SIGNATURE:

* Mark A May



2020

June 30,

City of Pittsburg and the Pittsburg Recognition Committee,

Thank you so much for taking the time to consider our application and dedication to our father. My name is Elizabeth Russo and my sister Whitney Ramirez and I are writing to you on behalf of our late father, Thomas Russo.

Tom was born and raised in Pittsburg. Growing up in the Parkside area, he attended St. Peter Martyr Parochial School, followed by graduating from Pittsburg High School in 1968. Our father left Pittsburg only once to attend college at Cal Poly, graduating with a degree in history, physical education and teaching. Shortly after graduation, he knew he

wanted to be back to his hometown to start his adult life. After briefly working at United States Steel, our father thought that his talents and degree were better suited working within the community, and over the course of many years, opened and ran three successful small businesses (Primo Deli, Rice Wine & Liquor and a branch of Farmers Insurance) that employed people within the community. After getting married, our mother wanted to move to Clayton but he fought to stay in the town that he loved. Along with running his business's, he and my mother also bought and renovated run-down homes within the community to help make the city more prosperous. When his four daughters entered Pitt High, he also put his teaching degree to good use, teaching part-time.

In addition to his work, our father had many passions. Being an Italian American, he volunteered his time and ran booths at the Seafood Festival every year and was apart of Italian American Club in Pittsburg for over 40 years, and was even President at one point. Proud of his heritage and 100+ year family roots in Pittsburg, he also was a member of the Elks Club, holding office there as well. He was very proud of both organizations, who every year donated scholarships to high school graduates, to help take the financial burden off their college tuition. Bocce was one of his favorite pastimes. He played, helped run and organized the bocce leagues for over 40 years. We have very fond memories of him taking us to watch him play every week and teaching us how to play the game. Our father was also very proud of his high school and organized the reunion of the decades, so that he could keep in touch with his classmates.

He also loved football and would attend every Pitt game, even when we all graduated! His love of football started early when he was a Mallard in the Pop Warner League, and over the years kept that alive by putting together reunions for the players. Every chance he got, he contributed to his community. It would be so magical to have a plaque dedicated to him. To honor not only him, but the city he raised us in and the city that he loved!

Sincerely,

Elizabeth Russo & Whitney Ramirez

From: Elizabeth Russo <[redacted]>
Sent: Monday, February 8, 2021 12:11 PM
To: Shelby Rose <srose@ci.pittsburg.ca.us>
Subject: Re: Plaque Application Pittsburg Ca. - Scheduled Pittsburg Recognition Committee Meeting 2/9/21 (3p.m.)

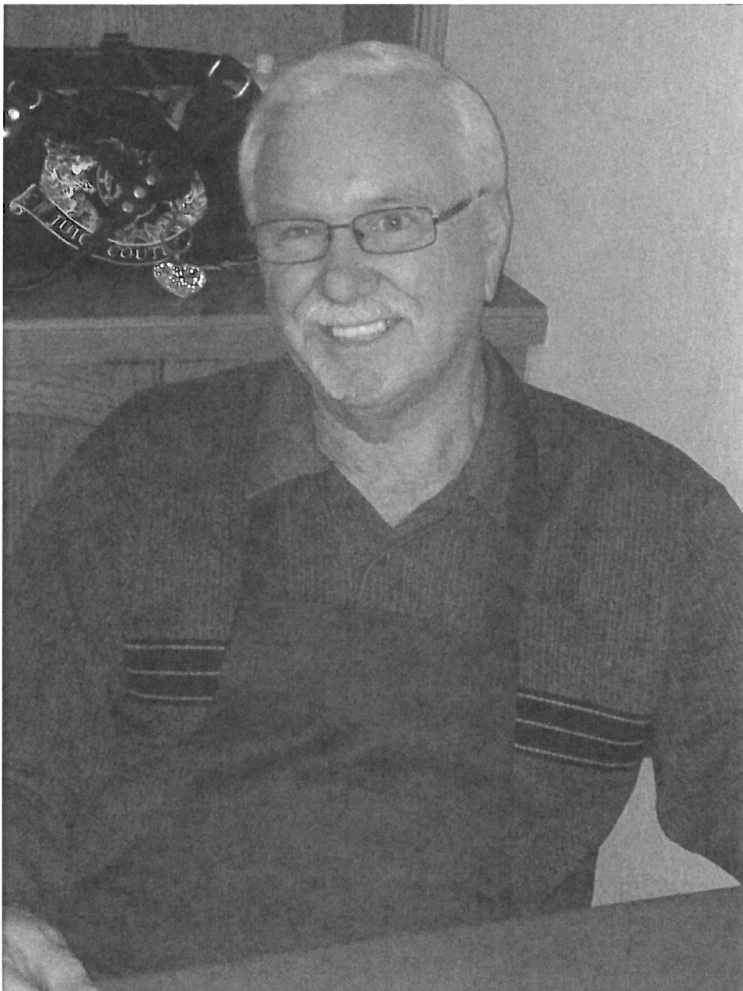
External Sender: Use caution before opening links or attachments

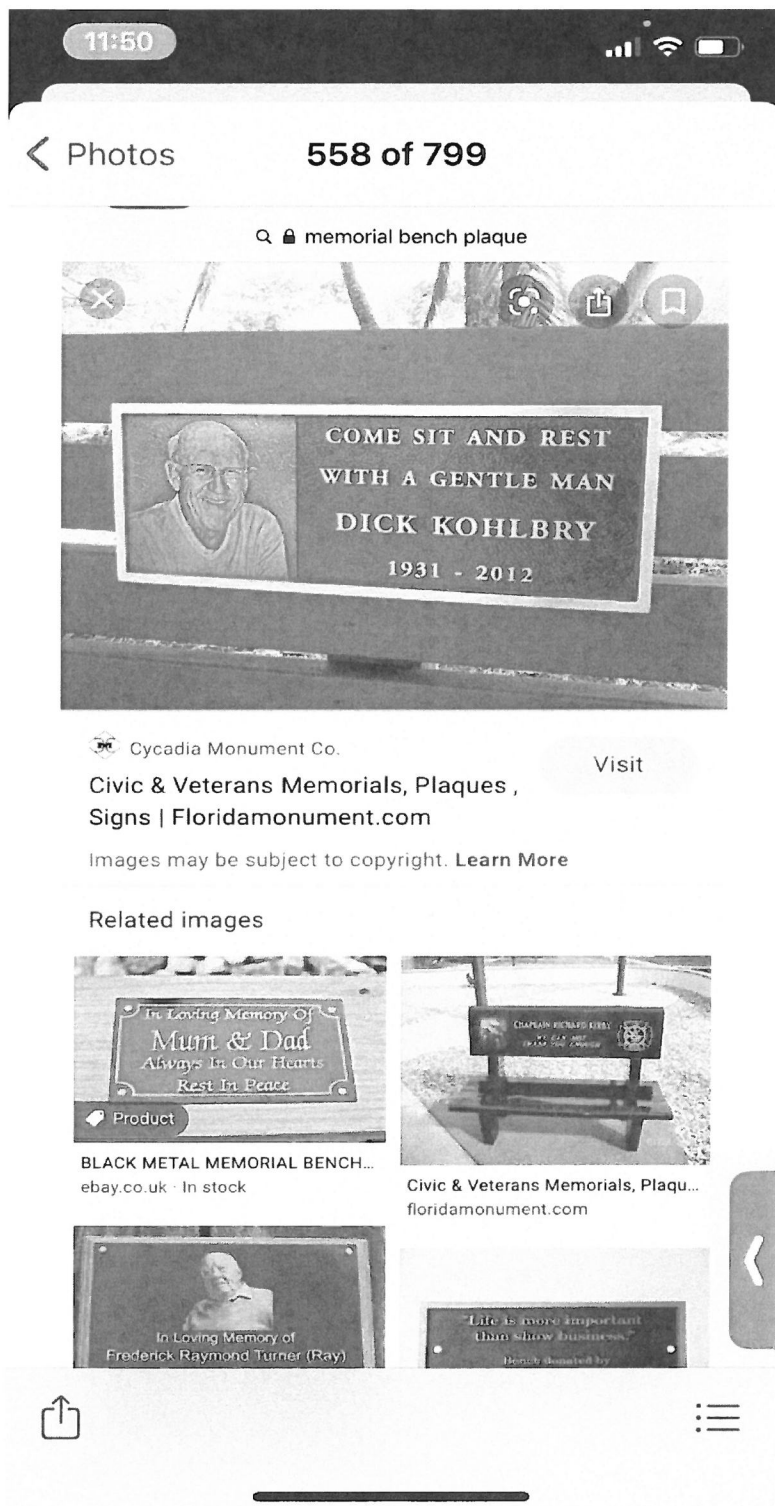
Hello!

In preparation for tomorrow I wanted to send you everything again.

Our first preference is the Bocci courts at Buchanan park. My father played there every season since it opened and that feels like the natural place. We would like the bench to be at the entrance as you walk up on the left flagpole side.

I have attached a picture we found that we would like to emulate. Attached below. This plaque has a small picture and a saying. Anyone who knew my dad, knew he had a wicked sense of humor, so this is what we would like it to say. "Come sit and rest your bocci balls with Tommy Russo" 1950-2018





Elizabeth Russo



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Ordinance Levying Special Tax in
Community Facilities District (CFD) No. 2021-1 Tuscany Meadows

MEETING DATE: April 5, 2021

EXECUTIVE SUMMARY

In accordance with the policy of the City Council and the development agreement between the City of Pittsburg and SEECON Built Homes, Inc. (the "Developer"), the City has agreed to form a Community Facilities District ("CFD") to assist the Developer with the financing of certain public facilities to be built by the Developer via formation of a community facilities district under the Mello-Roos Community Facilities District Act of 1982 (the "Act"). By Resolution 21-13912 the City Council approved a proposed boundary map and declared its intention to establish Community Facilities District No. 2021-1 Tuscany Meadows, ("CFD 2021-1").

FISCAL IMPACT

There is no General Fund impact from either the formation of the CFD or the potential future issuance of any bonds for the CFD.

The cost associated with the formation of the CFD will be paid from an upfront deposit previously collected by the City from the Developer. The cost of paying debt payments on any future bond financing for the public facilities or paying for the public facilities on a pay-as-you-go basis, shall be paid through the CFD special tax that will be levied on taxable residential (and non-residential, if any) properties within the proposed boundaries of the CFD. This tax will be placed on the County tax roll each year. Pursuant to State law, the special tax levied to pay for the facilities and associated costs of the CFD must be maintained in a separate fund and cannot be included in the City's General Fund. In addition, all costs of public facilities reimbursed to the Developer by the City from CFD funds must be submitted to the City Engineer for review and approval prior to reimbursement.

RECOMMENDATION

City Council adopt this Ordinance levying a special tax in Community Facilities District (CFD) No. 2021-1 Tuscany Meadows.

BACKGROUND

At its regular meeting of February 1, 2021, the City Council approved Resolution 21-13891 and initiated proceedings to establish a community facilities district in accordance with the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311 of the California Government Code.

At its regular meeting of March 15, 2021, the City Council, by Resolution 21-13914, conducted a public hearing, approved the formation of the CFD, and provided for the future annexation of territory. The Public Hearing was opened and concluded, the Hearing Report was approved, Resolution of Formation was adopted. By Resolution 21-13914, the City Council conducted an election; and by Resolution 21-13915 Declaring Election Results was adopted. There were 168 yes votes cast and 0 no votes. At this meeting, the City Council introduced and waived the first reading of an Ordinance Levying a Special Tax in CFD 2021-1.

Developer submitted plans for Unit 1 of the Tuscany Meadows development and will be the initial participant in the formation of CFD 2021-1.

SUBCOMMITTEE FINDINGS

This item was not presented at a subcommittee.

STAFF ANALYSIS

The City retained the services of Goodwin Consulting Group to develop the methodology for the special tax rate that will be levied on residential development within CFD 2021-1. Goodwin Consulting Group is a firm that specializes in the formation, administration, and special tax rate calculation for community facilities districts. The special tax rate proposed is summarized on Table 1 of Exhibit A attached to this report, entitled "Rate and Method of Apportionment of Special Tax". After analysis, staff recommends the special tax rate for residential development within this district for Fiscal Year 2021-2022 be \$1,500 per Residential Unit and \$15,384 per acre for non-residential property. The special tax would be levied in the next subsequent fiscal year on those residential units for which a final building permit inspection was conducted prior to June 30 of the preceding tax year.

Beginning July 1, 2021 and each July 1 thereafter, the maximum special tax shall be increased by two percent (2%) on the annual amount in effect during the prior fiscal year. The special tax assessment will be used to fund all formation and administrative costs, in addition to the costs of constructing public facilities and infrastructure to support the in-tract and off-site improvements.

ATTACHMENTS: Ordinance
 Exhibit A Rate and Method of Apportionment

Report Prepared By: Jolan Longway
 Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

An Ordinance of the City Council of the)
City of Pittsburg Levying Special Taxes)
Within the City of Pittsburg Community)
Facilities District No. 2021-1 (Tuscany)
Meadows)_____)

ORDINANCE NO. 21-1487

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

WHEREAS, on January 15, 2021, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), this City Council adopted a resolution titled "A Resolution of Intention to Form the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax Therein to Finance Certain Public Facilities" (the "Resolution of Intention"), stating its intention to form the "City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "CFD"); and

WHEREAS, notice was published as required by the Act relative to the intention of this City Council to form the CFD, to provide for certain public facilities and to incur bonded indebtedness for the CFD; and

WHEREAS, on March 15, 2021, this City Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to finance a portion of the costs of the public facilities and (ii) the issuance of bonded indebtedness and other debt for the CFD;

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of said special taxes were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held;

WHEREAS, on March 15, 2021, subsequent to the hearing, this City Council adopted "A Resolution to Form the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax Therein to Finance Certain Public Facilities" (the "Resolution of Formation"), "A Resolution Determining Necessity to Incur Bonded Indebtedness for the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "Resolution Determining Necessity"), and "A Resolution Calling Special Election for the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "Election Resolution"), which resolutions established the CFD, defined the public facilities and other costs to be financed by the CFD (the "Facilities"), authorized the levy of special taxes within the CFD, determined the necessity to incur bonded indebtedness for the CFD and called an election within the CFD on the propositions of incurring indebtedness, levying special taxes, and establishing an appropriations limit for the CFD, respectively; and

WHEREAS, on March 15, 2021, a special election was held with respect to the CFD at which the eligible landowner-electors of the CFD approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PITTSBURG, as follows:

Section 1. By the passage of this Ordinance, this City Council hereby authorizes and levies special taxes within the CFD pursuant to the Act. The City shall levy the special taxes at the rate and in accordance with the Rate and Method of Apportionment of Special Tax set forth in the Resolution of Formation (the "Rate and Method"), which Resolution of Formation is by this reference incorporated herein. The special taxes are hereby authorized to be levied commencing in Fiscal Year 2020-21 and in each fiscal year thereafter for the period provided in Rate and Method, as contemplated by the Resolution of Formation and the Resolution of Necessity.

Section 2. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD in the manner and as provided in the Resolution of Formation.

Section 3. Except as provided in the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum tax specified in the Resolution of Formation or the Act.

Section 4. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation including, but not limited to, the payment of principal and interest on bonds issued by the City for the CFD (the "Bonds"), the replenishment of reserve funds for the Bonds, the direct payment of the costs of the Facilities, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that special taxes may be directly billed by the City and this City Council may provide for other appropriate methods of collection. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the Contra Costa County Treasurer-Tax Collector in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Contra Costa for Fiscal Year 2021-22 and for each fiscal year thereafter until the Bonds are paid in full, the cost of the Facilities have been paid, or such longer period of time provided in the Rate and Method.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 7. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on March 15, 2021, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**CITY OF PITTSBURG
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(TUSCANY MEADOWS)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Pittsburgh Community Facilities District No. 2021-1 (Tuscany Meadows) shall be levied and collected according to the tax liability determined by the City Council acting in its capacity as the legislative body of the CFD, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Dwelling Unit" means an Accessory Dwelling Unit as defined by the City's Municipal Code.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

"Administrator" shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating Parcels by Assessor’s Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by the CFD.

“Base Special Tax” means, for any Special Tax Category, the applicable Special Tax initially identified in Table 1 of Section C, as may be adjusted pursuant to Section D.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Special Tax and issued or assumed by the CFD to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Pittsburg.

“City Council” means the City Council of the City of Pittsburg.

“County” means the County of Contra Costa.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property or Taxable Public Property for which a Building Permit for new construction was issued prior to June 30 of the preceding Fiscal Year.

“Development Class” means, individually, Developed Property, Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property.

“Exempt Multi-Family Property” means all Assessor’s Parcel(s) within the area designated as Exempt Multi-Family Property in Attachment 1 hereto.

“Expected Land Uses” means the number of Residential Units and the acreage of Non-Residential Property and Taxable Multi-Family Property expected within the CFD at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

“Expected Maximum Special Tax Revenues” means the aggregate Special Tax that can be levied based on application of the Base Special Tax to the Expected Land Uses. The Expected Maximum Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Section D and H below.

“Final Map” means a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term “Final Map” shall not include any large-lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“First Bond Sale” means issuance of the first series of Bonds secured, in whole or in part, by Special Taxes levied and collected from Parcels in the CFD.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Improvement Fund” means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities or to pay or reimburse eligible impact fees.

“Indenture” means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Change” means a proposed or approved change to the Expected Land Uses in the CFD after CFD Formation.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Sections C and D below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which Building Permits were issued for construction of a residential structure with five or more Residential Units that share a single Assessor’s Parcel, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Developed Property within the CFD that are not Single Family Detached Property, Single Family Attached Property, Multi-Family Property, or Public Property, as defined herein.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

“Owners Association Property” means any property within the boundaries of the CFD that is owned in fee or through easement by the Owners Association, not including any such property that is located directly under a residential structure.

“Proportionately” means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

“Public Property” means any property within the boundaries of the CFD that is owned by the County, federal government, State of California, or other public agency.

“Required Coverage” means the amount by which the Expected Maximum Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

“Residential Unit” means an SFD Unit, or an individual attached residential unit within a duplex, triplex, fourplex, townhome, or condominium structure. An Accessory Dwelling Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Residential Unit for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential dwelling unit that does not share a common wall with another residential dwelling unit.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit was issued for construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share a Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owner), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit was issued for construction of an SFD Unit.

“Special Tax” means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Category” means one of the categories of land uses for which a Special Tax amount is set forth in Table 1 of Section C below.

“Special Tax Requirement” means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity

support, and rebate payments on the Bonds; (iii) replenish reserve funds created for the Bonds under the Indenture to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the definition of Special Tax Requirement may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against such costs pursuant to the Indenture; (b) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of the City.

“Taxable Multi-Family Property” means all Parcels of Multi-Family Property in the CFD that are not Exempt Multi-Family Property, as defined herein.

“Taxable Owners Association Property” means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it is Owners Association Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Property” means all of the Parcels within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or Section G below.

“Taxable Public Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it is Public Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Tentative Map” means a tentative map or substantial conformance exhibit for property in the CFD, including any adjustments or amendments thereto.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property, as defined herein.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Development Class; (ii) for Developed Property, categorize each Parcel as Single Family Detached Property, Single Family Attached Property, Taxable Multi-Family Property,

Exempt Multi-Family Property, or Non-Residential Property; (iii) for Taxable Multi-Family Property and Non-Residential Property, determine the Acreage of each Parcel; and (iv) determine the Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. *Developed Property*

The Maximum Special Tax for a Parcel of Developed Property is the greater of: (i) the Base Special Tax set forth in Table 1 below, or (ii) the Maximum Special Tax determined pursuant to Section D.

Table 1
Base Special Tax
Developed Property

Special Tax Category	Base Special Tax Fiscal Year 2020-21 *
Single Family Detached Property	\$1,500 per Residential Unit
Single Family Attached Property	\$1,500 per Residential Unit
Taxable Multi-Family Property	\$15,384 per Acre
Non-Residential Property	\$15,384 per Acre

* On July 1, 2021, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

2. *Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property*

The Maximum Special Tax for Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property is \$15,384 per Acre for Fiscal Year 2020-21, which amount shall increase on July 1, 2021, and each July 1 thereafter by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. Land Use Changes

The Expected Maximum Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 below must be applied:

- Step 1:** By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a partial prepayment has been made), the Administrator shall identify the Expected Maximum Special Tax Revenues prior to the Land Use Change.
- Step 2:** The Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from Taxable Property in the CFD after the Land Use Change based on application of the Base Special Taxes from Table 1.
- Step 3:** If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

- 3.a.** The landowner requesting the Land Use Change (the “Requesting Landowner”) may make a prepayment in an amount that will ensure that the reduced Expected Maximum Special Tax Revenues are sufficient to provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel

owned by the Requesting Landowner that was Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Special Tax Revenues are sufficient to maintain Required Coverage.

Pursuant to this Section D.1, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA. After the prepayment has been received, the application of Sections D, E, and H of this RMA shall be based on the adjusted Expected Maximum Special Tax Revenues after the prepayment.

3. Conversion of a Parcel of Public Property to Private Use

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of the Special Tax. The Maximum Special Tax for each such Parcel shall be determined based on the applicable Base Special Tax for the Parcel, as determined by the Administrator.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year. A Special Tax shall then be levied according to the following steps:

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property until the amount levied is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.
- Step 2:** If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Special Tax Requirement.
- Step 3:** If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Special Tax Requirement.
- Step 4:** If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may: (i) directly bill the Special Tax, (ii) collect Special Taxes at a different time or in a different manner, (iii) strip delinquent Special Taxes off the tax roll to pursue collection, and (iv) may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Special Taxes be levied after Fiscal Year 2060-61. Under no circumstances may the Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the

Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied in any Fiscal Year on the following:

- (1) Public Property, except Taxable Public Property.
- (2) Owners Association Property, except Taxable Owners Association Property.
- (3) Exempt Multi-Family Property
- (4) Parcels owned by a public utility for an unmanned facility.
- (5) Parcels subject to an easement that precludes any other use on the Parcel.
- (6) Parcels that have fully prepaid the Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below.

H. PREPAYMENTS

The following definitions apply to this Section H:

“Outstanding Bonds” means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor’s Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

“Public Facilities Requirement” means either \$22,925,000 in 2020 dollars, which shall increase on January 1, 2021, and on each January 1 thereafter by 2% of the amount in effect in the prior year, or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by the CFD. The Public Facilities Requirement shown above may be adjusted each time property annexes into the CFD or there is an adjustment to the Expected Maximum Special Tax Revenues due to a Land Use Change; at no time shall the Public Facilities Requirement exceed the amount of public improvement costs that can be funded by the Expected Maximum Special Tax Revenues, as determined by the Administrator.

“Remaining Facilities Costs” means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity, and any other source of funding.

1. Full Prepayment

The Special Tax obligation applicable to a Parcel in the CFD may be prepaid and the obligation of the Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 60 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.
- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in the CFD, as shown in Attachment 2 and as adjusted by the Administrator after prepayments or Land Use Changes.
- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 4.** Compute the current Remaining Facilities Costs (if any).

- Step 5.** Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 6.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 7.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8, and 9 of this prepayment formula will not apply.
- Step 8:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 9:** Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (*the “Defeasance Requirement”*).
- Step 10.** The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds, and recording any notices to evidence the prepayment and the redemption (*the “Administrative Fees and Expenses”*).
- Step 11.** If and to the extent so provided in the Bond Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (*the “Reserve Fund Credit”*).
- Step 12.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (*the “Prepayment Amount”*).
- Step 13.** From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Special Tax obligation has been received, a Notice of Cancellation of Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Special Tax. However, a Notice of Cancellation of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. Partial Prepayment

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. Maintaining Required Coverage

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that can be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment is less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

I. INTERPRETATION OF RMA

Interpretations may be made by Resolution of the City Council to interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Tax, method of apportionment, classification of properties, or any definition applicable to the CFD, as long as such correction does not materially affect the levy and collection of Special Taxes. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land. Under no circumstances may such revisions to the RMA decrease Expected Maximum Special Tax Revenues to a level that will reduce debt service coverage below the Required Coverage.

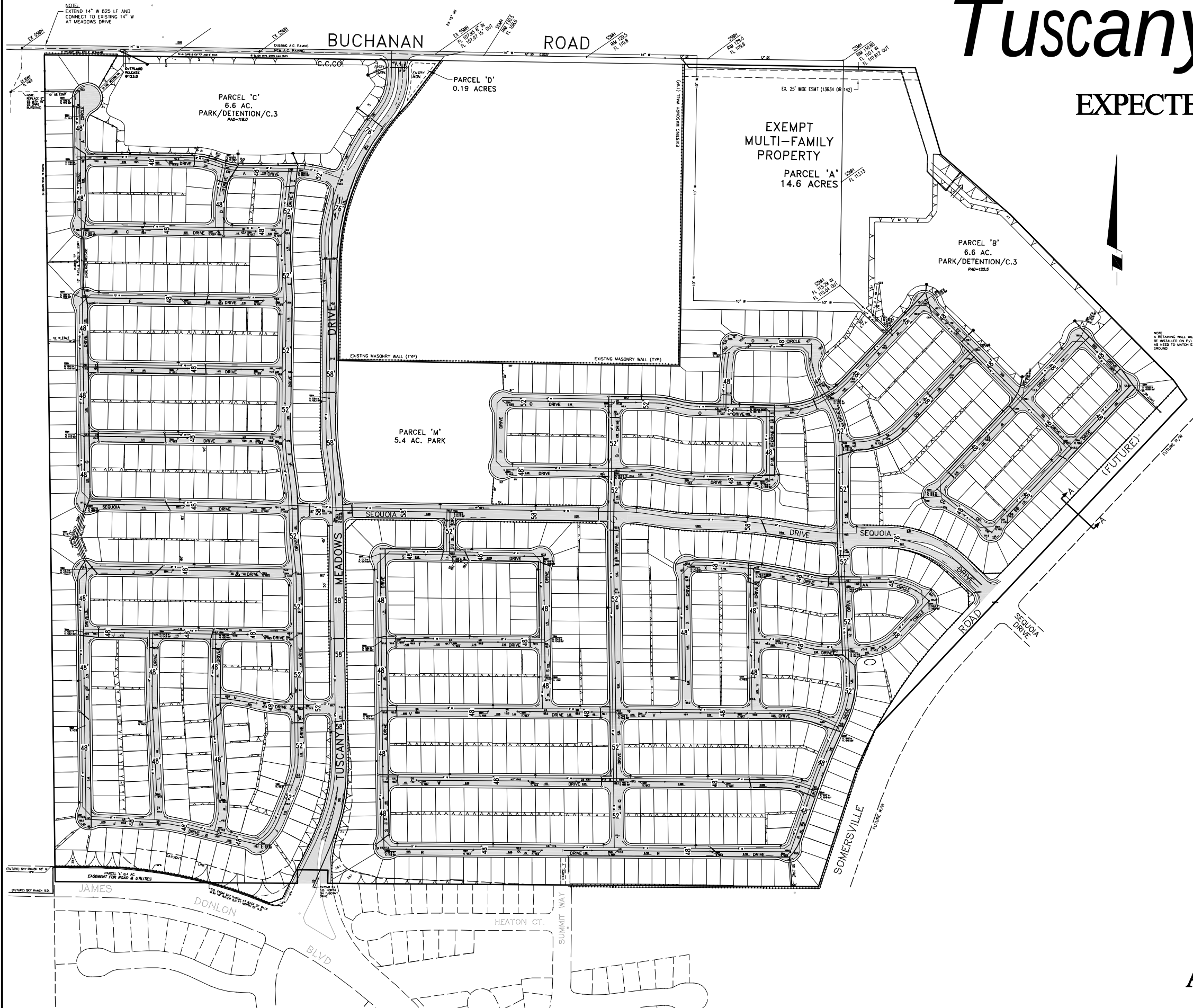
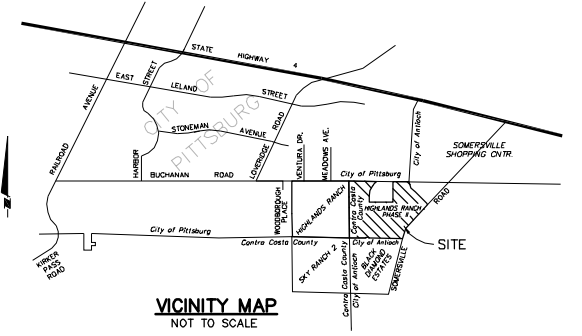
ATTACHMENT 1

**City of Pittsburgh
Community Facilities District No. 2021-1
(Tuscany Meadows)**

***Tuscany Meadows
Expected Lot Layout***

Tuscany Meadows

EXPECTED LOT LAYOUT



ATTACHMENT 1

ATTACHMENT 2

City of Pittsburgh Community Facilities District No. 2021-1 (Tuscany Meadows)

Expected Land Uses and Expected Maximum Special Tax Revenues

Special Tax Category	Expected Units / Acres	Base Special Tax (FY 2020-21) *	Expected Maximum Special Tax Revenues (FY 2020-21) *
Single Family Detached Property	917 Residential Units	\$1,500 per Residential Unit	\$1,375,500
Single Family Attached Property	0 Residential Units	\$1,500 per Residential Unit	\$0
Non-Residential Property	0 Acres	\$15,384 per Acre	\$0
Taxable Multi-Family Property	0 Acres	\$15,384 per Acre	\$0
Expected Maximum Special Tax Revenues (FY 2020-21 \$)			\$1,375,000

* On July 1, 2021, and each July 1 thereafter, all dollar amounts shown above shall be increased by 2% of the amount in effect in the prior Fiscal Year.



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend Staffing Allocation in the Recreation Department

MEETING DATE: April 5, 2021

EXECUTIVE SUMMARY

The City Manager recommends changing the staffing allocation plan by adding one (1) Recreation Coordinator position to the Recreation Department.

FISCAL IMPACT

There is no fiscal impact or additional budget requirements as the costs can be covered in the current fiscal year budget as previously authorized by the City Council.

RECOMMENDATION

It is recommended that the City Council adopt a resolution to amend the authorized positions by adding one (1) full-time regular Recreation Coordinator position in the Recreation Department.

BACKGROUND

On March 1, 2021, the City Council approved \$168,852 of Measure M funding for the purposes of youth employment programs. Programs are focused on providing employment and personal development opportunities for Pittsburg youth between the ages of 12-21. These programs will require oversight of 20+ youth, coordination with the business community for worksites, mentorship, and training courses. In order to provide adequate staffing and ensure the success of new youth programs, adding one regular full-time Recreation Coordinator position is recommended.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

City staff is requesting to change the staffing allocation in the Recreation Department to add one (1) regular full-time Recreation Coordinator. If approved by the City Council, the Recreation Department will work with Human Resources to develop a recruitment plan and conduct a recruitment to fill the full-time Recreation Coordinator position.

ATTACHMENTS: Resolution

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
To Amend Staffing Allocation in the)
Recreation Department)

RESOLUTION NO. 21-

WHEREAS, on March 1, 2021, the City Council approved \$168,852 of Measure M funding for the purposes of youth employment programs; and

WHEREAS, programs are focused on providing employment and personal development opportunities for Pittsburgh youth between the ages of 12-21; and

WHEREAS, programs will require oversight of 20+ youth, coordination with the business community for worksites, mentorship, and training courses; and

WHEREAS, in order to provide adequate staffing and ensure the success of new youth programs, it is recommended that the City Council adopt a resolution to amend the authorized positions by adding one full-time Recreation Coordinator position; and

WHEREAS, there is no fiscal impact or additional budget requirements as the costs can be covered in the current fiscal year budget as previously authorized by the City Council.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The City Council adopts this Resolution to authorize the addition of one full-time Recreation Coordinator position in the Recreation Department.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 5th day of April 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk