



**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 regular meeting of the City Council for May 18, 2020 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.

Comments can be submitted via email to meetingcomments@ci.pittsburg.ca.us. If you wish to have your comments read to the Council Members during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. If your comment is for a non-agenda item, indicate "FOR PUBLIC COMMENT – NON AGENDA." Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words). Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting if received by 5:00 p.m. the date of the meeting. Comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

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

**CITY OF PITTSBURG
AGENDA**

MAY 18, 2020

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

**CLOSED SESSION
6:30 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

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

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

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

AUDIENCE REMARKS

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

6:30 P.M. - CONVENE IN CLOSED SESSION

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

Property: 311-319 Railroad Ave. (085-108-001) and 415 Railroad Ave. (085-109-009); Negotiator for the City of Pittsburg: Garrett Evans and Maria Aliotti; Negotiating Parties: Abu-Safieh Amal Mohammed I; Under Negotiation: Both price and terms of payment

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell, Fritz McKinley, Brad Farmer

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 Team

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

See Public Advisory above

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)

PITTSBURG ARTS AND COMMUNITY FOUNDATION

CONSIDERATION

3. Adoption of a PACF Resolution to Approve an Agreement with the U.S. Department of the Treasury for a Forgivable Loan from the Paycheck Protection Program

Staff requests approval of an agreement between the Pittsburgh Arts and Community Foundation (Foundation) for a forgivable loan to cover a portion of salary and operating expenses during the recent operational closures due to the COVID-19 pandemic.

CITY COUNCIL MEETING

PUBLIC HEARING

CONSIDERATION

4. Introduction and Waive First Reading of an Ordinance Amending Pittsburgh Municipal Code Title 18.84, Article VII, "Landscaping, Irrigation and Hydroseeding."

This is a public hearing on a City-initiated proposal to consider a recommendation on amendments to Title 18 of the Pittsburgh Municipal Code (PMC) to revise the existing Water Efficient Landscape Standards in order to comply with state law. These standards would apply citywide.

5. Adoption of a Minute Order Approving City Goals and Priorities for Fiscal Year 2020-21

On April 13, 2020, the City Council held a public workshop to discuss goals for fiscal year (FY) 2020-21. During the workshop, staff responded to questions and received comments from City Councilmembers and developed a final draft list of goals and priorities for the upcoming fiscal year. Staff is recommending the City Council adopt the proposed City Goals and Priorities for FY 2020-21.

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, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

6. Minutes of May 4, 2020
7. Adoption of a City Council Resolution Approving a Consultant Agreement for Design of Contract 2019-01, Traffic Signal Improvement Project

The City has been awarded a Highway Safety Improvement Program (HSIP) grant in the amount of \$1,065,600 for Contract 2019-01, Traffic Signal Improvement Project (the “Project”) to improve traffic signal hardware at 59 signalized intersections in the City. This resolution will authorize a Consultant Agreement with TJKM Transportation Consultant in the amount of \$163,866 for design of the Project.

8. Adoption of a City Council Resolution Approving a List of Projects to be Funded by SB 1, the Road Repair and Accountability Act of 2017 for Fiscal Year 2020-21

Each fiscal year the City must adopt, by resolution, a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1. The list must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement. Attached to this report is the proposed list of SB-1 funded projects for fiscal year 2020-21.

9. Receive and File the Treasurer’s Report for the Quarter Ending March 31, 2020

Attached is the Treasurer’s Report for the fiscal quarter ending March 31, 2020. The report includes the combined detailed information of the City and the Successor Agency’s (Agency) investments, which are compliant with the City’s and Agency’s Investment Policies.

10. Adoption of a City Council Resolution Approving a License Agreement with Diablo Energy Storage for Installation of an Electric Tie Line Within the Public Right-of-Way

As part of the construction of an energy storage project with related accessory equipment, Diablo Energy Storage has received use permit and design review approval to construct a tie-line connecting the project to an existing PG&E substation, which will cross underneath Willow Pass Road. The proposed license agreement would provide Diablo Energy Storage (DES) with a non-exclusive license to construct, operate, use, and maintain facilities underneath Willow Pass Road.

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)
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ADJOURNMENT to June 1, 2020

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2020

Updated February 3, 2020

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

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

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

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

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

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

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

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



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

TO: Mayor/Chair and Council/Governing Board Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a PACF Resolution to Approve an Agreement with the U.S. Department of the Treasury for a Forgivable Loan from the Paycheck Protection Program

MEETING DATE: May 18, 2020

EXECUTIVE SUMMARY

Staff requests approval of an agreement between the Pittsburg Arts and Community Foundation (Foundation) for a forgivable loan to cover a portion of salary and operating expenses during the recent operational closures due to the COVID-19 pandemic.

FISCAL IMPACT

The proposed Loan Agreement between the Foundation and the U.S. Department of the Treasury would result in revenue of up to \$77,800 to be applied to wages for employees furloughed because of COVID-19 (\$58,350) and a portion of rent and utilities expenses (\$19,450) consistent with loan terms. The loan is forgivable within two years under guidelines of the Paycheck Protection Program.

RECOMMENDATION

PACF Board approve the resolution approving the Loan Agreement and associated documents with the U.S. Department of the Treasury for a forgivable loan of up to \$77,800 for costs related to COVID-19.

BACKGROUND

On March 27, 2020, the U.S. Congress approved the Coronavirus Aid Relief and Economic Security (CARES) Act, which included the Paycheck Protection Program, to provide \$349 billion in forgivable loans for businesses, non-profits, veterans organizations and others with 500 or fewer employees. The loans are intended to help small- to medium-sized businesses and organizations retain workers and make mortgage, lease and utility payments for eight weeks of the COVID-19 pandemic.

On April 6, 2020, staff applied to the national Paycheck Protection Program.

On April 21, 2020, staff received notification that loan funds would be awarded upon approval and execution of a Loan Agreement.

SUBCOMMITTEE FINDINGS

The proposed Loan Agreement and requirements of the program were discussed at the Pittsburgh Arts and Community Foundation Subcommittee meeting on April 27, 2020. Subcommittee members recommended PACF Board approval of the Loan Agreement.

STAFF ANALYSIS

PACF staff sought the funding through Mechanics Bank, which has a longstanding business relationship with the Foundation. The bank's representative coordinated the application process, which included submittal of financial documents. No collateral or personal guarantee is required from loan recipients.

Terms of the proposed Loan Agreement are summarized below. The purpose of the funds is to maintain payroll and support ongoing operations of the applying organization. Applicants must show proof of employee wages and other eligible operating expenses.

Upon approval and receipt of the funds, staff intends to rehire hourly workers laid off during the COVID-19 public health order, which severely limited operations at the Railroad Book Depot, Old Town Art Center and California Theatre. While the store and theater remain closed, there are several tasks that need to be done for on-line book sales, inventory and arts programs.

The full amount of the loan is forgivable if the funds are used for payroll costs, mortgage interest, rent or utility payments over the eight weeks after receipt of the loan. Not more than 25% of the forgiven amount may be for non-payroll costs.

If the loan is not forgiven, interest will be charged at a 1 percent fixed rate. Payments are deferred for six months. The loan is due in two years.

Report Prepared By: Janis Glover, Program Manager

ATTACHMENTS: Resolution
Fact Sheet
Presentation

BEFORE THE PITTSBURG ARTS AND COMMUNITY FOUNDATION

In the Matter of:

A Resolution Approving a Loan)
Agreement between the Pittsburgh Arts and)
Community Foundation and U.S. Department)
Of Treasury for Paycheck Protection Program)

RESOLUTION NO. 20-

The Pittsburgh Arts and Community Foundation FINDS AND DETERMINES as follows:

WHEREAS, the Pittsburgh Arts and Community Foundation Inc. (the "Foundation") is a nonprofit, 501(c)(3) corporation formed for the purpose of providing assistance to the City of Pittsburgh, and all actions, budgets, projects, and programs that the Foundation engages in or approves must be reasonably related to, or in furtherance of the Foundation's charitable purposes as stated in the Articles of Incorporation, as amended on March 1, 2010; and

WHEREAS, on March 27, 2020, the U.S. Congress approved the Coronavirus Aid Relief and Economic Security (CARES) Act to provide \$349 billion in forgivable loans for businesses, non-profits, veterans organizations and others with 500 or fewer employees; and,

WHEREAS, loans are intended to help small- to medium-sized businesses and organizations retain workers and make mortgage, lease and utility payments for eight weeks of the COVID-19 pandemic; and,

WHEREAS, on April 21, 2020, staff received notification that a loan would be provided to the Foundation in the amount of \$77,800 upon execution of a Loan Agreement between the Foundation and the U.S. Department of the Treasury; and,

WHEREAS, the proposed loan would be applied to wages for employees furloughed because of COVID-19 (\$58,350) and a portion of rent and utilities expenses (\$19,450) consistent with loan terms; and,

WHEREAS, under the proposed Loan Agreement, the loan is forgivable within two years under guidelines of the Paycheck Protection Program.

NOW, THEREFORE BE IT RESOLVED by the Pittsburgh Arts and Community Foundation as follows:

Section 1.

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

Section 2.

The Foundation hereby approves the Loan Agreement with the U.S. Department of the Treasury for the Paycheck Protection Program.

Section 3.

The Executive Director of the Foundation is hereby authorized and directed to execute the Loan Agreement on behalf of the Foundation, and the Secretary of the Foundation is authorized and directed to attest thereto. A copy of the Loan Agreement when executed will be placed on file in the office of the Foundation Secretary.

Section 4.

The Executive Director of the Foundation is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the Foundation's obligations under the Loan Agreement.

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the Pittsburgh Arts and Community Foundation at a regular meeting on the 18th day of May, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Alice E. Evenson, Secretary



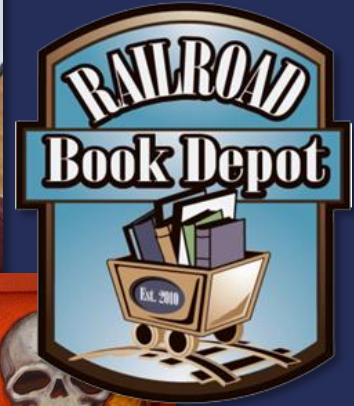
Pittsburgh

Arts and Community Foundation

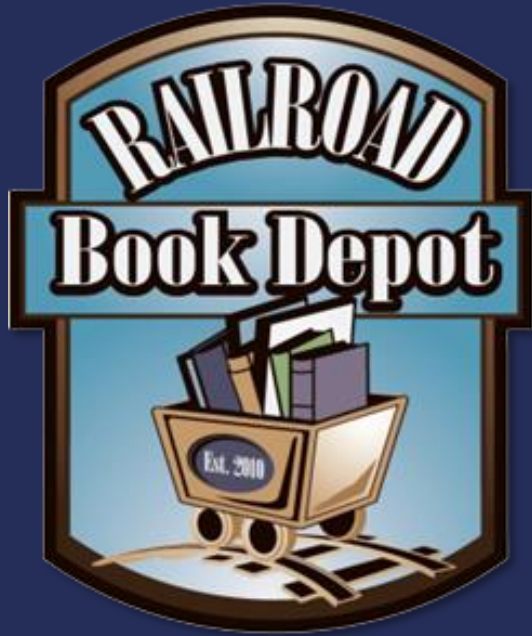
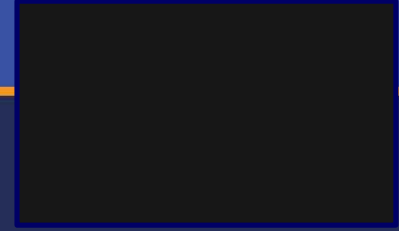
Paycheck Protection Program Loan Agreement

Focus on Core Operations

- Railroad Book Depot
- Arts and Literacy
- Cultural Events
- Housing



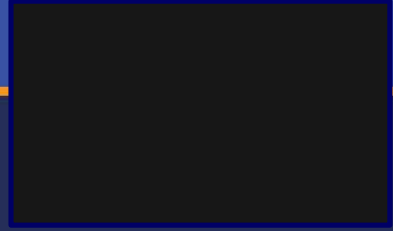
Railroad Book Depot



New Ways of Doing Business:

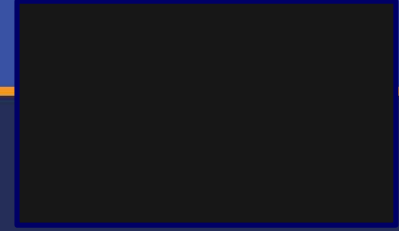
- Online Sales
- Social Media

CARES Act



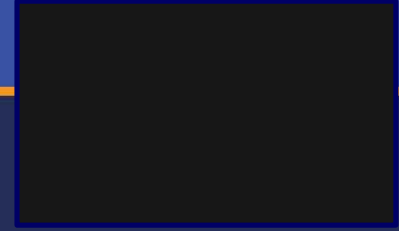
- Emergency relief for businesses (<500 employees), including nonprofits
- \$349 billion in forgivable loans to pay employees for up to 8 weeks
- Loan terms are the same for everyone

PPP Overview



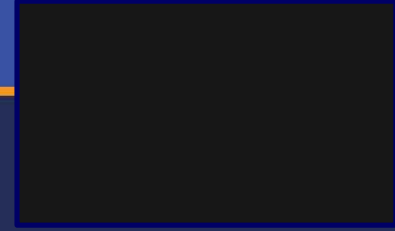
- Forgivable loans cover payroll, mortgage interest, rent, and utilities over the 8-weeks
- Payroll costs are capped at \$100,000 on an annualized basis for each employee
- Up to 25% of the forgiven loan may be for non-payroll costs

Loan Amount



- **April 6, 2020:** PACF applied for Paycheck Protection Program with Mechanics Bank
- **April 21, 2020:** Approval for a \$77,800 forgivable loan was awarded to PACF

Loan Distribution Strategy



75% of Loan Funds (\$58,350)

- Reinstate furloughed employees
- Reinstate Operation of facilities as permitted under County Order
- Reopening of RRBD, Old Town Art Centre, California Theatre
- Redirect employee duties and responsibilities to fulfill new protocols

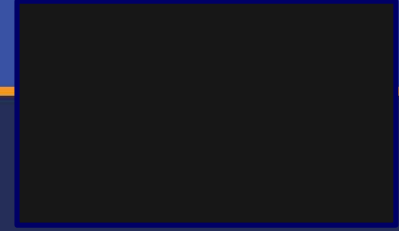
25% of Loan Fund (\$19,450)

- Rent of Old Town Art Center
- Utilities costs related to RRBD and Old Town Art Center

Loan Terms

- Interest: 1.0% fixed rate
- Payments are deferred for 6 months however interest will accrue over this period
- Loan is due in 2 years
- Can be repaid earlier w/ no prepayment penalties
- No collateral, no personal guarantee required

Recommendation



PACF Board adopt the resolution approving the Loan Agreement with the U.S. Department of the Treasury for a forgivable loan of up to \$77,800 for costs related to COVID-19

PAYCHECK PROTECTION PROGRAM (PPP) INFORMATION SHEET:

BORROWERS

The Paycheck Protection Program (“PPP”) authorizes up to \$349 billion in forgivable loans to small businesses to pay their employees during the COVID-19 crisis. ***All loan terms will be the same for everyone.***

The loan amounts will be forgiven as long as:

- The loan proceeds are used to cover payroll costs, and most mortgage interest, rent, and utility costs over the 8 week period after the loan is made; and
- Employee and compensation levels are maintained.

Payroll costs are capped at \$100,000 on an annualized basis for each employee. Due to likely high subscription, it is anticipated that not more than 25% of the forgiven amount may be for non-payroll costs.

Loan payments will be deferred for 6 months.

When can I apply?

- Starting April 3, 2020, small businesses and sole proprietorships can apply for and receive loans to cover their payroll and other certain expenses through existing SBA lenders.
- Starting April 10, 2020, independent contractors and self-employed individuals can apply for and receive loans to cover their payroll and other certain expenses through existing SBA lenders.
- Other regulated lenders will be available to make these loans as soon as they are approved and enrolled in the program.

Where can I apply? You can apply through any existing SBA lender or through any federally insured depository institution, federally insured credit union, and Farm Credit System institution that is participating. Other regulated lenders will be available to make these loans once they are approved and enrolled in the program. You should consult with your local lender as to whether it is participating. Visit www.sba.gov for a list of SBA lenders.

Who can apply? All businesses – including nonprofits, veterans organizations, Tribal business concerns, sole proprietorships, self-employed individuals, and independent contractors – with 500 or fewer employees can apply. Businesses in certain industries can have more than 500 employees if they meet applicable SBA employee-based size standards for those industries (click [HERE](#) for additional detail).

For this program, the SBA’s affiliation standards are waived for small businesses (1) in the hotel and food services industries (click [HERE](#) for NAICS code 72 to confirm); or (2) that are franchises in the SBA’s Franchise Directory (click [HERE](#) to check); or (3) that receive financial assistance from small business investment companies licensed by the SBA. Additional guidance may be released as appropriate.

What do I need to apply? You will need to complete the Paycheck Protection Program loan application and submit the application with the required documentation to an approved lender that is available to process your application by June 30, 2020. Click [HERE](#) for the application.

What other documents will I need to include in my application? You will need to provide your lender with payroll documentation.

Do I need to first look for other funds before applying to this program? No. We are waiving the usual SBA requirement that you try to obtain some or all of the loan funds from other sources (i.e., we are waiving the Credit Elsewhere requirement).

How long will this program last? Although the program is open until June 30, 2020, we encourage you to apply as quickly as you can because there is a funding cap and lenders need time to process your loan.

How many loans can I take out under this program? Only one.

What can I use these loans for? You should use the proceeds from these loans on your:

- Payroll costs, including benefits;
- Interest on mortgage obligations, incurred before February 15, 2020;
- Rent, under lease agreements in force before February 15, 2020; and
- Utilities, for which service began before February 15, 2020.

What counts as payroll costs? Payroll costs include:

- Salary, wages, commissions, or tips (capped at \$100,000 on an annualized basis for each employee);
- Employee benefits including costs for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payments required for the provisions of group health care benefits including insurance premiums; and payment of any retirement benefit;
- State and local taxes assessed on compensation; and
- For a sole proprietor or independent contractor: wages, commissions, income, or net earnings from self-employment, capped at \$100,000 on an annualized basis for each employee.

Does the PPP cover paid sick leave?

Yes, the PPP covers payroll costs, which include employee benefits such as costs for parental, family, medical, or sick leave. However, it is worth noting that the CARES Act expressly excludes qualified sick and family leave wages for which a credit is allowed under sections 7001 and 7003 of the Families First Coronavirus Response Act (FFCRA) (Public Law 116–127). Learn more about the FFCRA’s Paid Sick Leave Refundable Credit [online](#).

How large can my loan be? Loans can be for up to two months of your average monthly payroll costs from the last year plus an additional 25% of that amount. That amount is subject to a \$10 million cap. If you are a seasonal or new business, you will use different applicable time

periods for your calculation. Payroll costs will be capped at \$100,000 annualized for each employee.

How much of my loan will be forgiven? You will owe money when your loan is due if you use the loan amount for anything other than payroll costs, mortgage interest, rent, and utilities payments over the 8 weeks after getting the loan. Due to likely high subscription, it is anticipated that not more than 25% of the forgiven amount may be for non-payroll costs.

You will also owe money if you do not maintain your staff and payroll.

- Number of Staff: Your loan forgiveness will be reduced if you decrease your full-time employee headcount.
- Level of Payroll: Your loan forgiveness will also be reduced if you decrease salaries and wages by more than 25% for any employee that made less than \$100,000 annualized in 2019.
- Re-Hiring: You have until June 30, 2020 to restore your full-time employment and salary levels for any changes made between February 15, 2020 and April 26, 2020.

How can I request loan forgiveness? You can submit a request to the lender that is servicing the loan. The request will include documents that verify the number of full-time equivalent employees and pay rates, as well as the payments on eligible mortgage, lease, and utility obligations. You must certify that the documents are true and that you used the forgiveness amount to keep employees and make eligible mortgage interest, rent, and utility payments. The lender must make a decision on the forgiveness within 60 days.

What is my interest rate? 1.00% fixed rate.

When do I need to start paying interest on my loan? All payments are deferred for 6 months; however, interest will continue to accrue over this period.

When is my loan due? In 2 years.

Can I pay my loan earlier than 2 years? Yes. There are no prepayment penalties or fees.

Do I need to pledge any collateral for these loans? No. No collateral is required.

Do I need to personally guarantee this loan? No. There is no personal guarantee requirement. ***However, if the proceeds are used for fraudulent purposes, the U.S. government will pursue criminal charges against you.***

What do I need to certify? As part of your application, you need to certify in good faith that:

- Current economic uncertainty makes the loan necessary to support your ongoing operations.
- The funds will be used to retain workers and maintain payroll or to make mortgage, lease, and utility payments.
- You have not and will not receive another loan under this program.
- You will provide to the lender documentation that verifies the number of full-time equivalent employees on payroll and the dollar amounts of payroll costs, covered

mortgage interest payments, covered rent payments, and covered utilities for the eight weeks after getting this loan.

- Loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities. Due to likely high subscription, it is anticipated that not more than 25% of the forgiven amount may be for non-payroll costs.
- All the information you provided in your application and in all supporting documents and forms is true and accurate. Knowingly making a false statement to get a loan under this program is punishable by law.
- You acknowledge that the lender will calculate the eligible loan amount using the tax documents you submitted. You affirm that the tax documents are identical to those you submitted to the IRS. And you also understand, acknowledge, and agree that the lender can share the tax information with the SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending
Pittsburg Municipal Code Title 18.84, Article VII, "Landscaping,
Irrigation and Hydroseeding"

MEETING DATE: May 18, 2020

EXECUTIVE SUMMARY

This is a public hearing on a City-initiated proposal to consider amendments to Title 18 of the Pittsburg Municipal Code (PMC) to revise the existing Water Efficient Landscape Standards to comply with State law. These standards would apply citywide.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council move to introduce, waive further reading, and pass to second reading the attached ordinance amending PMC Title 18.84, Article VII, "Landscaping, Irrigation and Hydroseeding."

BACKGROUND

On December 20, 2010, the City Council adopted Ordinance 10-1341 for water efficient landscape standards to comply with a new State law. The ordinance amended PMC, Title 18 (Zoning), Article VII, "Landscaping, Irrigation and Hydroseeding."

In 2015, the Governor of California issued Executive Order B-29-15 (Attachment 4), which directed the State Department of Water Resources (DWR) to revise the Model Water Efficient Landscaping Ordinance, known as MWELO (Attachment 5 to this report).

As in 2010, pursuant to the revised State law, the City must adopt the updated MWELO, or establish local regulations which are at least as effective in conserving water as the MWELO. In 2015, DWR disseminated a guidance factsheet and redlines indicating the required changes (Attachment 6). Due to a staffing shortage in 2015, the City did not revise its existing standards in the PMC at that time, and instead deferred to the State MWELO.

On April 28, 2020, the Planning Commission held a public hearing to formally consider a recommendation to the City Council on proposed amendments. Following the public hearing, the Planning Commission voted 6-1 to adopt Resolution No. 10142, recommending approval of proposed amendments.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff's review of the PMC found that only minor changes are needed to bring the City's current regulations into conformance with State MWELO requirements. All proposed text amendments are summarized below. The full text of the changes proposed are included in Attachment 1, the proposed ordinance of this report.

Ordinance Applicability.

The current standards apply to projects requiring zoning approval that involve creation or rehabilitation of 5,000 or more square feet of landscaping area on a single lot located in a single-family residential land use district; or, 2,500 or more square feet of landscaping across two or more lots located in a single-family residential land use district and within all land use districts other than single-family residential.

Consistent with the 2015 MWELO, the revised regulations would apply to all projects containing 500 or more square feet of new irrigated landscape area, or the replacement of more than 2,500 square feet of irrigated landscape area.

Submittal Requirements.

Current standards require a landscape plan and irrigation plan to provide information such as plant species, hydrozone boundaries (plant groupings that require approximately the same amount of water), irrigation shut-off valves, and the spray pattern of any proposed overhead irrigation devices (sprinklers). Requirements also include a soils analysis, water allowance worksheet with estimated water usage, a soil management report, maintenance schedule and certification by the project's third-party landscape architect or designer.

Consistent with the 2015 MWELO, submittal requirements would generally remain the same, except the applicant's plans must also show the location of any rain harvesting, graywater, or recycled water irrigation systems proposed in a project.

Water Budget Calculations.

Current standards require a calculation of the amount of water used for irrigation of a given landscape area, known as the Maximum Applied Water Allowance or MAWA. The ordinance requires a calculation of the maximum amount of water used for irrigation, based on the total irrigated landscape area, the climate in which it is planted, and the expected water usage based on the types of plants and irrigation devices proposed to be installed.

Consistent with the 2015 MWELO, the new ordinance would continue to utilize water budget allowances by giving additional credit for higher-efficiency irrigation devices (such as drip emitters and bubblers). Allowances would be reduced in order to limit turf grass or other high-water usage plants as decorative landscaping.

Water Efficient Landscaping Standards.

Current standards developed in 2010 encourage best management practices for water-efficient landscape design. Many of the standards, such as parking lot landscape design, would carry over into the new ordinance to complement an aesthetic design standard unique to the City. Examples also include limits on overhead irrigation on steep slopes and narrow planting, requirements for soil amendments in non-turf planting areas, recirculating water systems in fountains and drip irrigation near driveways and sidewalks.

Prescriptive Landscaping Standards.

Additionally, consistent with the 2015 MWELO, the new ordinance would introduce an alternate compliance approach that includes a streamlined checklist of landscape standards for projects with a total area of 2,500 square feet or less. These standards include incorporating compost, limiting plant water use, adding mulch, limiting turf area, and requirements for irrigation systems.

City Reporting Requirements to DWR.

The new ordinance would require the City to submit an annual report to DWR identifying permit statistics on projects subject to the local regulations and enforcement. As of January 31, 2020, the City has submitted all past due Annual Reports for the 2015 MWELO to DWR and has complied with this requirement.

ATTACHMENTS:

1. Proposed Ordinance
2. Adopted Planning Commission Resolution No.10142
3. Governor of California Executive Order B-29-15
4. Model Water Efficient Landscaping Ordinance (MWELO), 2015
5. DWR MWELO Factsheet, 2015
6. Public Hearing Notice
7. Staff Presentation

Report Prepared By: Trishia Caguiat, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance of the City of Pittsburg)
Amending Chapter 18.84, Article VII of)
The Pittsburg Municipal Code,)
“Landscaping, Irrigation and)
Hydroseeding,” in Order to Incorporate)
Water-Efficient Landscaping Provisions)
Mandated by the State of California.)

ORDINANCE NO. 20-

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

WHEREAS, on April 1, 2015, the Governor of the State of California signed into law Executive Order B-29-15. The Executive Order directed the California Department of Water Resources to update the State’s Model Water Efficient Landscape Ordinance due to a state-wide drought; and

WHEREAS, on July 15, 2015, the California Water Commission approved the revised Model Water Efficient Landscape Ordinance (MWEL0); and

WHEREAS, under the provisions of Executive Order B-29-15, cities and counties throughout California were to have adopted the MWEL0 or an equally effective local ordinance by December 1, 2015. In 2015, due to a staffing shortage, the City was not prepared to complete revisions to existing regulations within the Pittsburg Municipal Code (PMC) and instead deferred to the State MWEL0 by default; and

WHEREAS, on April 28, 2020, the Planning Commission held a public hearing to formally consider a recommendation to the City Council on the proposed amendments. Following close of the public hearing, the Planning Commission voted 6-1 to adopt Resolution No. 10142, recommending approval of the proposed amendments; and

WHEREAS, on or prior to May 8, 2020, in accordance with Government Code sections 65853 and PMC section 18.14.020, a “Notice of Public Hearing” for the May 18, 2020, public hearing on this item was published in the East County Times; was posted at City Hall and in the “Public Notices” section of the city website; and was mailed via first class or electronic mail to local service agencies whose services might be significantly affected by this project, and to individuals who had previously filed written request for such notice.

NOW, THEREFORE, the City Council of the City of Pittsburg Does ORDAIN as follows:

SECTION 1. Findings.

The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

SECTION 2. Amendment. Article VII of Chapter 18.84 of the Pittsburg Municipal Code is hereby amended to read as follows:

(New language is in ***bold italic***, deleted language is in strikethrough)

Article VII. Landscaping, Irrigation and Hydroseeding

18.84.300 General requirements.

Minimum site landscaping and required planting areas must be installed in accordance with the standards and requirements of this article. This article was adopted after consideration of the model ordinance promulgated under the Water Conservation in Landscaping Act (Government Code Section 65591 et seq). ***These regulations are deemed to be at least as effective in conserving water as the model ordinance adopted by the California Department of Water Resources and is consistent with Title 23, Division 2, Chapter 2.7 of the California Code of Regulations and section 65595(c) of the California Government Code.***

18.84.303 Definitions.

For purposes of this article, the following terms shall have the following meanings:
“Applied water” means the portion of water supplied by the irrigation system to the landscaped area.

“Automatic irrigation controller” means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization, a professional trade organization or other program such as the US Environmental Protection Agency’s Water Sense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

“Certified irrigation system auditor” shall mean a person certified by the United States Environmental Protection Agency’s WaterSense irrigation partners program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“Check valve,” or “anti-drain valve,” means a valve located under a sprinkler head, other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

“Conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.

“Drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Effective precipitation,” or “usable rainfall,” or “EPPT,” means the portion of total precipitation which becomes available for plant growth.

“Emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.

“Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Most plants are established after one or two years of growth.

“Estimated total water use” (ETWU) shall mean the estimated total water used for the landscape.

The estimated total water use (ETWU) shall be calculated using the equation

$$\text{ETWU} = (45.4) \times (0.62) \{[(\text{PF} \times \text{HA}) / \text{IE}] + \text{SLA}\} \times \text{ETAF} \times \text{Area}$$

where 45.4 represents the annual evapotranspiration rate for the city; 0.62 represents the conversion factor from inches per year to gallons per year; PF is the plant factor from WUCOLS; HA is the area, in square feet, within a specific hydrozone on a site; IE is the irrigation efficiency, which shall be no less than 0.71; and SLA is the area, in square feet, of all special landscape areas on a site. ETAF is “ET adjustment factor” which means a factor of 0.55 for residential areas and 0.45 for non-residential areas when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8; and area, in square feet, of all landscape areas on a site.

“ET adjustment factor” (ETAF) is defined under “Estimated total water use.”

“Evapotranspiration” means the combination of water transpired from plants and evaporated from the soil and plant surfaces.

“Flow Rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour or cubic feet per second.

“Flow Sensor” means an in line device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also be functional as a landscape water meter or submeter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planning material requirements, whereby the root structure of a newly planted material will be allowed to spread unimpeded.

“Fuel modification plan guidelines” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a wildland urban interface fire hazard zone.

“Graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. Graywater includes, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks, or dishwashers.

“Hydrozone” shall mean an area in a landscape with similar sun exposure, irrigation precipitation rate, soil conditions, ***root depth***, slope, and plant material with similar water needs as indicated in WUCOLS.

“Maximum applied water allowance” shall mean the upper limit of annual applied water for the established landscaped area. The maximum applied water allowance (MAWA) shall be calculated using the equation

MAWA (residential) = (45.4) x (0.62) [(0.7 0.55 x LA) + (0.3 0.45) x SLA)]

MAWA (non-residential) = (45.4) (0.62) [(0.45 x LA) + (0.55) x SLA)]

MAWA (existing landscape) = (0.8)(45.4)(LA)(0.62)

where 45.4 represents the annual evapotranspiration rate for the city; 0.62 represents the conversion factor from inches per year to gallons per year; LA is the area, in square feet, of all landscaping on a site; and SLA is the area, in square feet, of all special landscape areas on a site. ***In mixed use developments, the total MAWA for the project shall be the sum of the MAWA calculated individually for the portion of the irrigated landscape area associated with residential use classifications and the portion of the irrigated landscape area associated with all other uses.***

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“Overhead sprinkler,” “overhead spray,” “spray heads,” and “rotors,” means systems that deliver water through the air.

“Plant factor” is a factor that, when multiplied by the evapotranspiration rate, estimates the amount of water needed by plants, as specified on WUCOLS. ***The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water using plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.***

“Rain sensor” means a component which automatically suspends an irrigation event when it rains.

“Recycled water” or “Reclaimed Water” means treated or recycled waste water of a quality suitable for nonpotable uses. This water is not intended for human consumption.

“Reference evapotranspiration” or “ET_o” means a standard measurement of environmental parameters which affect the water use of plants. ET_o is expressed in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of four-to seven-inch tall, cool-season grass that is well watered.

“Rehabilitated landscaping” means modified landscape area equal to or greater than 2,500 square feet.

“Special landscape area” shall mean an area of the landscape dedicated solely to edible plants, such as vegetable gardens or orchards; areas irrigated with recycled water; water features using recycled water; cemeteries; and areas dedicated to active play, such as parks, sports fields, golf courses, and where turf provides a playing surface. ***Special landscape areas and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.***

“Sprinkler head” and “spray head” means a device which delivers water through a nozzle.

“Swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“Submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

“Turf” means a groundcover surface of mowed grass. Kentucky bluegrass, perennial ryegrass, red fescue and tall fescue are examples of cool-season grasses. Bermuda grass, Kikuyu grass, seashore paspalum, St. Augustine grass, zoysia grass and buffalo grass are examples of warm-season grasses.

“Valve” means a device used to control the flow of water in the irrigation system.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas and swimming pools, where water is artificially supplied.

“WUCOLS” shall mean the Water Use Classification Landscape Species, published by the University of California Cooperative Extension, the Department of Water Resources, and the Bureau of Reclamation, 2000.

18.84.305 Applicability.

This article applies to each project for which zoning approval is required.

A. New construction projects with an aggregate landscape area equal to or greater than 500 square feet.

B. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet.

~~A. Single Parcel Development in Single Family Residential Land Use Districts. An applicant for zoning approval of a project that includes the creation or rehabilitation of 5,000 or more square feet of landscaping on a single lot located in a single-family residential land use district shall be subject to the requirements of this article, with the exception of PMC 18.84.323.~~

~~B. Multiple-Parcel Development in Single-Family Residential Land Use Districts. An applicant for zoning approval of a project that includes the creation or rehabilitation of 2,500 or more square feet of landscaping across two or more lots located in a single-family residential land use district shall be subject to all of the requirements of this article. In order to prevent evasion of the provisions of this article, contemporaneous construction of two or more dwelling units on two or more lots for which there is evidence of common ownership or control, even though not covered by the same zoning approval, shall be subject to all of the regulations of this article.~~

~~C. Land Use Districts Other Than Single-Family Residential. An applicant for zoning approval of a project that includes the creation or rehabilitation of 2,500 or more square feet of landscaping on one or more lots shall be subject to all of the requirements of this article.~~

~~D C. Existing Landscaped Areas. Existing landscaped areas shall be subject to the provisions specified in PMC 18.84.325, Provisions for existing landscaping, and 18.84.330, Public education.~~

D. Prescriptive Compliance. Any project with an aggregate landscape area of 2,500 square feet or less, or any project using treated or untreated graywater or rainwater captured on site, shall be subject to the provisions specified in PMC 18.84.332 as an alternate to the Water Efficient Landscaping Standards listed under PMC 18.84.310.

E. Exemptions. The provisions of this article shall not apply to:

1. Landscaped areas that are only temporarily irrigated for establishment purposes, and landscapes that are not irrigated with a permanent irrigation system;
2. Registered local, state or federal historical sites, as determined by the historic resources commission or city council; or
3. Community gardens, botanical gardens and arboretums open to the public;
- 4. Ecological restoration projects that do not require a permanent irrigation system;***
- or***
- 5. Mined-land reclamation projects that do not require a permanent irrigation system.***

18.84.308 Landscape project application submittal.

A. Application Submittal Requirements. An applicant requesting zoning approval for any project that is subject to this article shall submit a landscape project application package ***at time of application*** prior to commencement of grading or construction.

The landscape project application package shall include:

1. A project information sheet, on a form prepared by the city planner, identifying the applicant name and description of the project, including location, type of development, source of irrigation water, total landscape area, and area of landscape to be rehabilitated;
2. A landscape plan prepared in accordance with the provisions of PMC 18.84.318;
3. Water allowance worksheets, with calculations of the maximum applied water allowance and estimated total water use of the proposed landscape plan;
4. A soil management report prepared in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants. The soil analysis may address soil texture, infiltration rate determined by laboratory test or soil texture infiltration rate table; acidity (pH) level; total soluble salts; sodium; percent organic matter; and recommendations; and shall be considered in the design of the landscape and irrigation plans;
5. A maintenance schedule, prepared consistent with the provisions of PMC 18.84.323; and

6. Certification, on a form prepared by the city planner and signed by the landscape architect or designer, that the landscaping and irrigation system were designed in compliance with the landscaping and irrigation design requirements of this article.

~~B. Waiver for Low and Moderate Water Use Landscapes. The city planner may waive the requirement for submittal of the water allowance worksheets and soil management report required by this section; provided, that the landscape plan:~~

~~1. Does not include any water features with more than 100 square feet of total surface area; and~~

~~2. Does not include any turf or other plants identified as high water use in WUCOLS, unless they qualify as special landscape area.~~

~~C. Preliminary Landscape Plan. An applicant requesting design review approval shall submit, at a minimum, a preliminary landscape plan with the design review application; however, the applicant must submit all components of the landscape project application required under this section concurrently with the application for building permit or grading permit for the project.~~

~~D-B. City Planner Review. The city planner shall review each landscape project application for compliance with the provisions of this article and may withhold issuance of zoning approval for a building permit or grading permit for which its corresponding landscape project application:~~

~~1. Indicates an estimated total water use that exceeds the maximum applied water allowance for a proposed landscape; or~~

~~2. Does not otherwise comply with this article.~~

~~18.84.310 Water-efficient landscape standards.~~

~~The proposed landscape design shall incorporate the most recent acceptable best management practices for water-efficient landscape design and shall comply with the following standards:~~

~~A. Plant Selection. The planting selection and layout shall comply with the following standards:~~

~~1. **Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance;**~~

~~2. **Proposed plant species shall promote protection and preservation of native species and natural vegetation;**~~

~~3. **Selected plant species shall encourage water-conservation plant, tree and turf species, especially local native plants;**~~

~~4. Plant material shall be selected for energy efficiency and drought tolerance, adaptability and relationship to the city's climatic, soil, geological and topographical conditions **and use the Sunset Climate Zone System which takes into the account temperature, humidity, terrain, latitude and varying degrees of continental and marine influence on local climate;**~~

~~5. Plants shall be spaced appropriately based on their expected mature spread and so that, at maturity, they do not block any **overhead** sprinkler **or spray head**;~~

~~36. **Select plants with horticultural attributes to minimize damage to property or infrastructure;**~~

~~7. Turf shall not be planted on slopes steeper than 25 percent, **where the toe of the slope is adjacent to an impermeable hardscape and where 25 percent means 1 foot of vertical elevation change for every four feet of horizontal length (rise divided by run x 100 – slope percent)** and shall not be planted in any median or other planting strip that is narrower than eight feet wide;~~

8. The proposed landscape shall be designed so that plants of similar water usage are grouped into distinct hydrozones, each of which is irrigated separately by one or more irrigation valves;

B. Irrigation System. The irrigation system plan shall:

1. Include smart irrigation controllers that utilize daily weather information, a rain sensor, evapotranspiration data or soil moisture sensor data, along with other site information, to adjust the irrigation schedule on a daily basis and suspend irrigation during rain;

2. Specify technology and practices to prevent runoff, low head drainage, overspray, or other water waste **where water flows beyond the irrigated landscape area**;

3. Specify drip or other subsurface irrigation system in lieu of overhead irrigation within 24 inches of any nonpermeable surface unless the **non-permeable surface drains directly into the planting area being irrigated**; within any planting area that is narrower than ten feet in any dimension; or in any location where the geometry of the planting area does not conform to the spray pattern of the overhead sprinkler and would result in overspray onto the adjacent pavement;

4. **Overhead spray irrigation devices shall not be located on the same irrigation valve circuit as low-volume irrigation devices. Overhead spray irrigation devices located on the same irrigation valve circuit shall have matched precipitation rates.**

Any sprinkler heads or other emission devices that have matched precipitation rates shall be specified within each irrigation zone. No irrigation zone shall specify a precipitation rate greater than 1.2 inches per hour. On slopes steeper than 25 percent, the specified precipitation rate for overhead spray irrigation devices shall not exceed 0.75 inches per hour;

5. Specify irrigation controls so that the dynamic water pressure at the sprinkler head or other emission device is within manufacturer's recommended optimal operating range;

6. **Master shut-off valves are required on all irrigation systems at the point of connection to the domestic water supply.** Specify a manual shut-off valve for each point of connection and specify that each shut-off valve be identified on the controller map;

7. Include a controller map and programming table, and specify that the map and table be stored in the controller cabinet. The controller map shall visually differentiate each controller zone. For each irrigation valve, the controller programming table shall list the water requirement (high, medium, low or very low), the sun exposure, irrigation emission device type, infiltration rate, square foot area, and degree of slope. **Irrigation valve circuits shall be grouped by hydrozone** and each irrigation valve shall control irrigation to only one district hydrozone;

8. Specify a separate irrigation valve and hydrozone for the top of a slope and the bottom of a slope;

9. Identify use of recycled water for nonedible landscaping, if recycled water is available to the project site, and subject to the required permits and regulations of any applicable agency. In lieu of a plan for use of recycled water for irrigation, the applicant may file a written request for exemption to this subsection (B)(9), which request shall explain the infeasibility of the use of recycled water and shall be subject to approval by the city planner prior to issuance of zoning approval;

10. A landscape water meter is required for irrigated landscape areas greater than 5,000 square feet in area when associated with a residential use classification, and for irrigated landscape areas greater than 1,000 square feet in area when associated with any other use;

11. If the water pressure within the irrigation system is below or exceeds the recommended pressure of the irrigation devices, the installation of a pressure

regulating device is required to ensure that the dynamic pressure at each irrigation device is within the manufacturer's recommended pressure range for optimal performance;

12. A backflow prevention device shall be provided to protect the water supply from contamination by the irrigation system;

13. A flow sensor that detects high flow conditions created by system damage or malfunction is required for irrigated landscape areas greater than 5,000 square feet in area when associated with a residential use classification, and for all irrigated landscape areas associated with any other use;

14. All irrigation devices must meet the requirements set in the American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 Landscape Irrigation Sprinkler and Emitter Standard. All overhead spray irrigation devices must have a distribution uniformity low quarter of sixty-five-hundredths (0.65) or higher using the protocol defined in ASABE/ICC 802-2014;

15. Swing joints or riser protection devices shall be used for all overhead spray irrigation devices and above-ground rigid piping that is located within 12 inches of all turf areas, sidewalks and walkways, roads and driveways, bicycle trails, playgrounds, and other areas which are subject to pedestrian, bicycle or automobile traffic;

16. All irrigation valve circuits located on slopes greater than 10 percent, or which include spray irrigation devices shall be equipped with check valves or anti-drain valves that will retain water in the lateral lines after the irrigation system has completed its watering cycle;

C. Water Features. All water features used in the landscape design shall have recirculating water systems, and fountains shall be designed so that no wind drift or overspray occurs. ***Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.***

D. Grading, ***Mulch*** and Soil Preparation. The landscape design shall:

1. Comply with the applicable stormwater control requirements of the National Pollutant Discharge Elimination System permit, intended to implement stormwater best management practices into the planting, irrigation and grading plans to minimize runoff and increase on-site retention and infiltration;

2. Include soil amendments according to the recommendations of the soil report in order to improve or maintain the infiltration rate of landscape soils typical of their soil texture and to minimize soil erosion;

3. Be designed to avoid drainage onto nonpermeable hardscapes within the property lines and to prevent runoff of all irrigation outside of property lines;

4. Specify soil amendments, if appropriate for the selected plants;

5. Specify a minimum ~~two~~ **three**-inch layer of mulch to be applied on all exposed soil surfaces of planting areas. Nonporous material shall not be placed under the mulch. Shredded bark or similar mulches shall be specified in bioretention areas so that they will stay in place during rain events. The city planner may waive this requirement for those portions of the landscaped area for which the applicant has provided sufficient evidence that there is a horticultural reason not to use mulch.

6. Specify up to five percent of the landscape area may be left without mulch to provide for beneficial insects and other wildlife. Designated insect habitat must be included in the landscape design.

7. Include stabilizing mulching products on slopes.

8. Include organic mulch made from recycled or post-consumer materials rather than inorganic materials or virgin forest product, unless the recycled post-consumer organic products are not locally available or where prohibited by local Fuel Modification Plan Guidelines.

9. Transform compacted soils and amended planting holes on engineered slopes into a friable condition prior to planting of materials.

10. Specify use of compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area to a depth of six inches into the soil. Soils with greater than six percent organic matter in the top of six inches of soil are exempt from adding compost and tilling.

18.84.315 Additional landscape design standards.

In addition to the water-efficient landscape standards specified in PMC 18.84.310, the landscaped area shall comply with the following additional design standards:

A. Plant material shall be selected for energy efficiency; color, form and pattern; solar access and allowances for solar heat gain of buildings in winter and shading of buildings in summer; reduction of the heat island effect, particularly in parking lots and on roadways; soil retention; and fire resistance. The overall landscape plan must be integrated into all elements of the project, including but not limited to buildings, structures, parking lots and streets, so as to achieve a desirable microclimate and to minimize energy demands.

B. Plants shall be selected and spaced so that, at maturity, they do not interfere with visibility of vehicular, bicycle or pedestrian traffic; do not conflict with overhead utility lines, overhead lights or walkway lights; and do not block or interfere with pedestrian or bicycle rights-of-way.

C. Any proposed landscape area shall be a minimum of three feet wide, excluding curbs or other hardscape. This subsection shall not apply to window or wall planter boxes attached to a building.

D. Plant material shall be sized and spaced to achieve immediate effect and, in general, shall not be less than a 15-gallon container for trees, a five-gallon container for specimen shrubs and a one-gallon container for mass planting.

E. Where shrub groupings without plant groundcover are used, such shrub groupings shall be spaced so that, at maturity, they cover at least 90 percent of the landscaped area in which they are placed.

F. The use of crushed rock or gravel for large area coverage shall be avoided, except for walkways.

G. The end of each row of parking stalls in a parking lot must be separated from an aisle or driveway by either a landscaped planter or sidewalk/planter combination. A concrete curb must separate the landscaped area from the parking area, and minimum 12-inch wide concrete landings shall be installed behind the curb, for the length of the parking stall, for each segment of curbing that separates a parking stall from a landscaped planter.

H. A minimum of one tree for each six parking spaces in a surface parking lot must be distributed throughout the parking lot and shall be spaced so that, at maturity, the trees provide shade to no less than 35 percent of the paved area of the parking lot at midday.

Where an applicant proposes to provide arbors with climbing vines, carports with vegetated roofs, carports with roofs with high solar reflectivity, or carports equipped with roof-mounted photovoltaic panels in the design of a surface parking lot, the planning commission, zoning administrator or city planner, as appropriate, may allow a reduction in the percentage of shade tree cover provided in a parking lot; provided, that the arbors,

carports and trees in combination provide midday shade to no less than 35 percent of the paved area of the parking lot.

I. Where a vehicle will extend over landscaping, the required planting area (including the curb) must be increased two feet in depth by decreasing the length of the parking stall by two feet. Where a vehicle will overhang into both sides of an interior landscaped strip or well, the minimum inside curb-to-curb interior planter dimension may not be less than seven feet. No trees or shrubs may be installed within the two-foot overhang area, although low-growing plants or groundcover may be used.

J. A parking lot shall be separated from a front or corner side property line by a landscaped required yard as prescribed for the applicable base district. Where there is no required front or corner side yard specified for a base district, or where a parking lot is proposed to be placed next to an interior side or rear property line, the parking lot shall be separated from the respective lot line by a landscaped area no less than five feet in width.

K. High water use plants, characterized by a plant factor of 0.7 to 1.0 are prohibited in street medians.

L. When planting by hydroseeding is proposed to be utilized for permanent landscape treatment or for natural area restoration, the hydroseeding plan shall contain installation specifications including, but not limited to, fertilizer, mulch materials **subject to the standards listed in PMC 18.84.310 (D)**, soil amendments, soil preparation, watering specifications, native seed mix containing a minimum of 10 percent shrub and perennial seeds, and seed mix application rate.

↳ **M.** Landscaping and irrigation proposed to be maintained by the city following installation shall be designed in accordance with the equipment selections and landscape installation standards specified in the city's standard details.

N. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable provisions of the Pittsburg Municipal Code.

O. Water runoff is prohibited from leaving the landscape area due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated area, walks, roadways, parking lots, or structures. The city planner may waive the requirement for containing water runoff on-site as required by this section; provided, that:

- 1. The landscape area is adjacent to permeable surfacing and no runoff occurs; or,**
- 2. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.**

18.84.318 Landscape plan requirements.

The landscape plan shall demonstrate that all of the water-efficient landscape standards (PMC 18.84.310) and the additional landscape standards (PMC 18.84.315) have been met.

A. The planting plan shall identify special landscape areas, shall identify plants by their common and botanical names, and shall identify the type and surface area of all water features proposed to be incorporated into the landscaped area.

B. At a minimum, the irrigation plan shall identify:

1. The location and size of the landscape irrigation water meter;
2. The location, type and size of all components of the irrigation system, including, but not limited to, controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
3. The static water pressure at the point of connection to the public water supply; and

4. The flow rate, in gallons per minute; the application rate, in inches per hour; and the design operating pressure, in pressure per square inch, for each station.

C. Landscape plans shall include details and specifications reflecting the most recent acceptable best management practices for water-efficient landscape design:

1. The Landscape Plan shall identify boundaries of each hydrozone and special landscape area, labeled by hydrozone as high, moderate, low, or very low water use;

2. Location, type of mulch and application depth;

3. Location of recreational areas;

4. Location of areas permanently and solely dedicated to edible plants;

5. Location of areas irrigated with rainwater captured on site, graywater, and/or recycled water;

6. Identify soil amendments, type, and quantity;

7. Type and surface area of all water features.

D. The Landscape Plan shall conform to the grading design shown on the project grading and drainage plans. Landscape planting and irrigation shall comply with the design guidelines and plant recommendation as published in the applicable edition of the Contra Costa County Clean Water Program Stormwater C.3. Guidebook.

18.84.320 Certifications of landscape installation.

Prior to final permit inspection or issuance of a certificate of occupancy, as applicable, for the project, the applicant shall submit completed certificates of compliance, on forms prepared by the city planner, that the landscape has been installed in accordance with the approved landscape plan application and the requirements of this article.

A. Landscape Installation. Upon completion of the landscape installation, the landscape contractor or installer shall inspect the landscaped area and notify the applicant of any deficiencies or areas of noncompliance with the approved plans or the requirements of this article. The landscape contractor or installer, the applicant, or the applicant's designee shall correct any areas of noncompliance, and a follow-up inspection shall be conducted by the contractor or installer. Upon verifying that the installed landscape complies with the approved landscape plans and the requirements of this article, the landscape contractor or installer shall complete a certificate of compliance verifying that the planting and irrigation systems have been installed in accordance with the approved landscape plan.

B. Landscape Water Audit. **For new construction and rehabilitated landscape projects installed after December 1, 2015, the project applicant shall submit an irrigation audit report prior to building permit issuance.** Within 30 days of the start of the landscape maintenance period or upon completion of the landscape installation, a certified irrigation system auditor shall conduct an audit of the installed landscape irrigation system. **Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.** The irrigation system auditor shall inform the applicant of those areas where the installed irrigation system does not comply with the approved landscape plans or the requirements of this article. The applicant or the applicant's designee shall correct any areas of noncompliance, and a follow-up audit shall be performed by the irrigation system auditor. Upon verifying that the installed irrigation system complies with the requirements of this article, the auditor shall complete a certificate of compliance for the irrigation system. **In large projects, or projects with multiple landscape installations, an auditing rate of 1 in 7 lots or approximately 15 percent will satisfy this requirement.**

C. Landscape Maintenance. The landscape maintenance contractor, applicant or property owner shall complete a certificate of compliance for ongoing maintenance of the site, and in so doing shall agree to irrigate and maintain the landscaped areas on the site using no more water than the maximum applied water allowance. ***Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.***

18.84.323 Landscape and irrigation maintenance schedule.

The landscape designer or installer shall develop for the landscaped area an annual landscape maintenance schedule for the project that is consistent with the most recent acceptable best management practices for landscape maintenance. Schedules shall be submitted with the certificates of compliance required pursuant to PMC 18.84.320 and shall specify, at a minimum:

- A. Routine inspection ***and auditing*** of the landscaped area and replacement of plant materials as needed to preserve the health and appearance of the landscaped area;
- B. Adjustment and repair of the irrigation system and its components with originally installed components or their equivalents;
- C. Aerating ***and dethatching*** turf areas;
- D. Replenishing mulch ***and topdressing compost***;
- E. Seasonal pruning ***and fertilizing***;
- F. Weeding in all landscaped areas; and
- G. Removing obstructions to irrigation emission or exhaust devices.

H. Irrigation Scheduling. Irrigation schedules shall meet the following criteria:

- 1. Operation of the irrigation system shall be regulated by automatic irrigation controllers;***
- 2. All irrigation schedules shall be developed and managed to utilize the minimum amount of water required to maintain plant health;***
- 3. Overhead spray irrigation devices shall not be used between the hours of 10:00 a.m. and 8:00 p.m.;***
- 4. Where available, the applicant is strongly encouraged to consult with the domestic water purveyor when developing the irrigation schedule.***

18.84.325 Provisions for existing landscaping.

This section shall apply to landscaped areas that were installed before ~~January 20, 2011~~ ***December 1, 2015.***

- A. Each owner of property in the city shall ensure the efficient use of landscape water and may utilize resources and services, such as irrigation surveys and landscape water use analysis, that are offered by the local retail or wholesale water utility.
- B. Each owner of property in the city shall prevent water waste resulting from inefficient landscape irrigation by limiting landscape irrigation to the hours between 8:00 p.m. and 10:00 a.m. and by prohibiting runoff from the target landscape areas due to excessive irrigation run times, low head drainage, overspray, or other similar conditions where water flows onto an adjacent property, sidewalk, roadway, parking lot or structure.

18.84.330 Public education.

- A. All new model homes for a single-family residential subdivision or phase of a subdivision shall have front and corner side yards that are landscaped in accordance with the provisions of this article. At least one of the model homes shall include interpretive or informational signage highlighting for visitors the water-efficient landscape principles incorporated into the site landscaping. The developer shall make available to visitors brochures or other written or graphic media that informs visitors and potential buyers about

the principles of water-efficient landscapes, including but not limited to those principles that are described in this article.

B. The architectural guidelines of a common interest development, which include homeowner associations, community apartment projects, condominiums, planned developments, and stock cooperatives, shall not include conditions that have the effect of prohibiting the use of low water use plants as a group.

C. For new homes and commercial developments, the developer of the property shall be required to provide the irrigation controller map, programming table, and annual maintenance schedules to new tenants or owners upon transfer of ownership or maintenance responsibility.

D. Property owners and tenants are strongly encouraged to utilize resources and services meant to increase water use efficiency, such as irrigation surveys and landscape water use analyses offered by the water utility providing service to the property upon which the irrigated landscape area is located.

18.84.331 Local Agency Responsibility. The City may designate by mutual agreement with a water utility to implement some or all of the requirements contained in this article. The City may collaborate with water utilities to define each entity's specific responsibilities relating to this article.

18.84.332 Prescriptive Compliance Option.

In lieu of the full performance requirements of the Landscaping, Irrigation and Hydroseeding Regulations, this alternative option is available for new development projects. In order to use the prescriptive compliance option, compliance with the following items is mandatory and must be documented on a landscape project application submittal as specified on PMC 18.84.308 with a Prescriptive Compliance Checklist in a form provided by the City Planner:

A. Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area. Plant material shall comply with all of the following:

- 1. For residential areas, install climate adapted plants that require occasional, little or no summer water (Average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and area using recycling water; or,***
- 2. For non-residential areas, install climate adapted plants that require occasional little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;***
- 3. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.***

B. Turf shall comply with the following:

- 1. Turf shall not exceed 25 percent of the landscape area in residential areas, and there shall be no turf in non-residential areas;***
- 2. Turf shall not be planted on sloped areas which exceed a slope of one foot vertical elevation change for every four feet of horizontal length;***
- 3. Turf is prohibited in parkways less than ten feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles.***
- 4. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.***

C. Irrigation systems shall comply with the following:

- 1. Automatic irrigation controllers are required and must use evaporated transpiration or soil moisture sensor data and utilize a rain sensor;**
- 2. Irrigation controllers shall be a type which does not lose programming data in the event the primary power source is interrupted;**
- 3. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure range;**
- 4. Manual shut-off valves shall be installed as close as possible to the point of connection of the water supply;**
- 5. All irrigation emission devices must meet the requirements set in the ANSI standards ASABE/ICC 802-2014 (Landscape Irrigation Standard).**
- 6. All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.**
- 7. Areas less than ten in the width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray;**
- 8. For non-residential projects with landscape areas of 1,000 square feet or more, a private submeters (s) to measure landscape water use shall be installed.**

SECTION 3. CEQA.

The project is exempt from the requirements of the California Environmental Quality Act (CEQA) under categorical exemption Class 7, "Actions by Regulatory Agencies for Protection of Natural Resources," of the state CEQA Guidelines, Section 15307, based on the following: 1) this ordinance promotes the conservation and efficient use of a natural resource (water); 2) no construction activities will occur as a result of this ordinance; and 3) this ordinance contains procedures for protection of the environment by reducing the amount of water used for the maintenance of irrigated landscape areas;

SECTION 4. Decision.

Based on the findings set forth above, the City Council hereby amends PMC Chapter 18.84, Article VII, "Landscaping, Irrigation and Hydroseeding."

SECTION 5. Severability.

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

SECTION 6. Effective Date.

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

SECTION 7. Publication.

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburgh held on May 18, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

701.03

PC

RESO

10142

04-28-20

VP

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution recommending that the City	)	
Council amend Chapter 18.84, Article VII	)	
of the Pittsburg Municipal Code,	)	Resolution No. 10142
"Landscaping, Irrigation and	)	
Hydroseeding," in Order to Incorporate	)	
Water-Efficient Landscaping Provisions	)	
Mandated by the State of California.	)	

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

- A. On April 1, 2015, the Governor of the State of California signed into law Executive Order B-29-15. The Executive Order directed the California Department of Water Resources to update the State's Model Water Efficient Landscape Ordinance due to a state-wide drought.
- B. On July 15, 2015, the California Water Commission approved the revised Model Water Efficient Landscape Ordinance (MWELO).
- C. Under the provisions of Executive Order B-29-15, cities and counties throughout California were to have adopted the MWELO or an equally effective local ordinance by December 1, 2015. In 2015, due to a staffing shortage, the City was not prepared to complete revisions to existing regulations within the Pittsburg Municipal Code (PMC) and instead deferred to the State MWELO by default.
- D. PMC Title 18 (Zoning), authorizes the Commission to initiate preparation of regulations, programs and legislation to implement the planning and zoning power of the city (PMC section 18.10.020(b)).
- E. On August 13, 2019, the Planning Commission authorized staff to initiate a study to review the text of the city's previously adopted water-efficient landscaping ordinance in order to identify changes necessary to incorporate the provisions of the state model into an effective, locally-appropriate landscaping ordinance. The primary purpose of the proposed amendment is to encourage water conservation through reduction of turf grasses and high-water using plants in new construction projects.
- F. These amendments to the landscaping and irrigation provisions of the zoning ordinance have been drafted in recognition of the mandate under Executive Order B-29-15 and in accordance with the state Department of Water Resources' model water-efficient landscape ordinance intended to ensure the conservation of water

in irrigated landscaped areas. As such, this project is exempt from the requirements of the California Environmental Quality Act (CEQA) under categorical exemption Class 7, "Actions by Regulatory Agencies for Protection of Natural Resources," of the state CEQA Guidelines, Section 15307 based on the following: this ordinance promotes the conservation and efficient use of a natural resource (water); no construction activities will occur as a result of this ordinance; and this ordinance contains procedures for protection of the environment by reducing the amount of water used for the maintenance of irrigated landscape areas.

Additionally, the adoption of this ordinance is also exempt from CEQA review pursuant to Section 15061(b)(3) of the CEQA Guidelines (the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment), in that it can be seen with certainty that there is no possibility that the adoption of this ordinance will result in a significant effect on the environment, based on the following: this ordinance promotes the conservation and efficient use of a natural resource (water); no construction activities will occur as a result of this ordinance; this ordinance contains procedures for protection of the environment by reducing the amount of water used for the maintenance of irrigated landscape areas; the implementation of the MWELO or an equivalent local ordinance is mandated by the State of California; and the regulations contained within this ordinance are functionally equivalent to the MWELO.

- G. PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to land use regulations, and requires that the Commission conduct a public hearing and determine, prior to making its recommendation, that:
1. The change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan;
 2. The change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which it is proposed;
 3. A community need is demonstrated for the change proposed; and
 4. Its adoption will be in conformity with public convenience, general welfare and good zoning practice.
- H. On or prior to April 17, 2020, in accordance with Government Code sections 65853 and PMC section 18.14.020, a "Notice of Public Hearing" for the March 24, 2020, public hearing on this item was published in the East County Times; was posted at City Hall and in the "Public Notices" section of the city website; and was mailed via first class or electronic mail to local service agencies whose services

might be significantly affected by this project, and to individuals who had previously filed written request for such notice.

Section 2. Findings

- A. Based on the Planning Commission staff report entitled, "Recommendation on an Amendment to Pittsburg Municipal Code, Chapter 18.84, Article VII, 'Landscaping, Irrigation and Hydroseeding,'" dated April 28, 2020, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the Planning Commission finds that:
1. All recitals above are true and correct and are incorporated herein by reference.
 2. The draft amendments to PMC Title 18, Chapter 18.84, Article VII ("Landscaping Ordinance"), are consistent with the General Plan, and particularly those goals and policies (policies 9-P-2, 11-P-3, 11-P-6 and goal 11-G-2) that promote water conservation city-wide and use of native plants in development plans. This most recent amendment will also promote the use of rain harvesting, graywater, or recycled water irrigation systems. The retention of the "additional landscape design standards" addressing tree placement for microclimate control and solar access, as written into the draft ordinance, also implement the intent of policy 2-P-19.
 3. By retaining reference to the landscaped yard setbacks of the applicable base zoning districts (PMC 18.84.318.J), the draft amendments to the city's landscaping ordinance are compatible with the regulations of the land use districts in which the landscape ordinance provisions would be enforced as part of development proposal review.
 4. There is a community need for the amendments to the city's landscaping ordinance. Landscaping in the city plays an important role in converting carbon dioxide to oxygen; helping to regulate temperature and manage wind; helping to reduce energy demands by providing cooling shade to indoor and outdoor spaces; providing sources of food for animals and humans and habitat for wildlife; and providing opportunities for outdoor play, exploration and passive recreation. While landscaping is a valuable part of the city's development, it is equally important to ensure that landscaping that is installed in the city is considerate of the state's limited fresh water resources, particularly during times of drought or when fresh water resources are otherwise constrained.
 5. Adoption of the amendments to the landscaping ordinance will be in conformity with public convenience, general welfare, and good zoning

practice. As drafted, the amendments maintain the zoning ordinance's requirement for landscaping, which is recognized as a valuable aesthetic, recreational and ecological resource in the community. The amendments, however, also promote the efficient use of water, which is recognized as a valuable and limited resource and a crucial component in the overall health of the community.

- B. Based on the staff report and associated information, and based on the written and oral testimony presented at the public hearing, the Planning Commission further finds that the draft amendments to the landscaping ordinance will be an equally effective means to reduce water use in landscaped areas as the state model water-efficient landscaping ordinance because the draft amendments retain the water budget calculations and maximum water usage requirements specified in the state's model ordinance and allow credit only for low and moderate water use planting plans that are inherently drought resistant. The more streamlined process allowed in the draft amendments to the city's landscape ordinance would incentivize applicants to avoid high water use plants in landscapes and, by making the application process potentially less daunting and burdensome for applicants, would result in better participation and compliance as compared to the state model.
- C. The Staff Report entitled, "Recommendation on an Amendment to Pittsburgh Municipal Code, Chapter 18.84, Article VII, 'Landscaping, Irrigation and Hydroseeding,'" dated April 28, 2020, is referenced hereto as additional support for findings.

Section 3. Decision

Based on the findings and the authority set forth above, the Planning Commission hereby recommends that the City Council adopt an ordinance amending Pittsburgh Municipal Code, Title 18, Chapter 18.84, article VII, "Landscaping, Irrigation and Hydroseeding," to read substantially as written in the attached Exhibit A.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Robinson, seconded by Commissioner Coniglio, the foregoing resolution was passed and adopted the 28th day of April, 2020, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Bhasin, Coniglio, Croskey, Nguyen, Robinson, Foster

NAYES: Moreno

ABSTAIN: None

ABSENT: None

I hereby certify that the above Resolution No. 10142 was adopted by the Planning Commission of the City of Pittsburg on April 28, 2020.



KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

Exhibit “A”
Planning Commission Resolution No. 10142

PLEASE NOTE: Text shown below that is underlined is proposed as new text, and text in ~~strikethrough~~ is proposed for deletion.

Article VII. Landscaping, Irrigation and Hydroseeding

18.84.300 General requirements.

Minimum site landscaping and required planting areas must be installed in accordance with the standards and requirements of this article. This article was adopted after consideration of the model ordinance promulgated under the Water Conservation in Landscaping Act (Government Code Section 65591 et seq). These regulations are deemed to be at least as effective in conserving water as the model ordinance adopted by the California Department of Water Resources and is consistent with Title 23, Division 2, Chapter 2.7 of the California Code of Regulations and section 65595(c) of the California Government Code.

18.84.303 Definitions.

For purposes of this article, the following terms shall have the following meanings:

“Applied water” means the portion of water supplied by the irrigation system to the landscaped area.

“Automatic irrigation controller” means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Certified irrigation designer” means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization, a professional trade organization or other program such as the US Environmental Protection Agency’s Water Sense irrigation designer certification program and Irrigation Association’s Certified Irrigation Designer program.

“Certified irrigation system auditor” shall mean a person certified by the United States Environmental Protection Agency’s WaterSense irrigation partners program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“Check valve,” or “anti-drain valve,” means a valve located under a sprinkler head, other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Compost” means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

“Conversion factor (0.62)” means the number that converts acre-inches per acre per year to gallons per square foot per year.

“Drip irrigation” means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Effective precipitation,” or “usable rainfall,” or “EPPT,” means the portion of total precipitation which becomes available for plant growth.

“Emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.

“Established landscape” means the point at which plants in the landscape have developed significant root growth into the soil. Most plants are established after one or two years of growth.

“Estimated total water use” (ETWU) shall mean the estimated total water used for the landscape.

The estimated total water use (ETWU) shall be calculated using the equation

$$ETWU = (45.4) \times (0.62) [(PF \times HA/IE) + SLA] \times ETAF \times Area$$

where 45.4 represents the annual evapotranspiration rate for the city; 0.62 represents the conversion factor from inches per year to gallons per year; ~~PF is the plant factor from WUGOLS; HA is the area, in square feet, within a specific hydrozone on a site; IE is the irrigation efficiency, which shall be no less than 0.71; and SLA is the area, in square feet, of all special landscape areas on a site.~~ ETAF is “ET adjustment factor” which means a factor of 0.55 for residential areas and 0.45 for non-residential areas when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) special landscape areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8; and area, in square feet, of all landscape areas on a site.

“ET adjustment factor” (ETAF) is defined under “Estimated total water use.”

“Evapotranspiration” means the combination of water transpired from plants and evaporated from the soil and plant surfaces.

“Flow Rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour or cubic feet per second.

“Flow Sensor” means an in line device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also be functional as a landscape water meter or submeter.

“Friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planning material requirements, whereby the root structure of a newly planted material will be allowed to spread unimpeded.

“Fuel modification plan guidelines” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a wildland urban interface fire hazard zone.

“Graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. Graywater includes, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks, or dishwashers.

“Hydrozone” shall mean an area in a landscape with similar sun exposure, irrigation precipitation rate, soil conditions, root depth, slope, and plant material with similar water needs as indicated in WUCOLS.

“Maximum applied water allowance” shall mean the upper limit of annual applied water for the established landscaped area. The maximum applied water allowance (MAWA) shall be calculated using the equation

$$\text{MAWA (residential)} = (45.4) \times (0.62) [(0.7 \text{ } 0.55 \times \text{LA}) + (0.3 \text{ } 0.45) \times \text{SLA}]$$

$$\text{MAWA (non-residential)} = (45.4) (0.62) [(0.45 \times \text{LA}) + (0.55) \times \text{SLA}]$$

$$\text{MAWA (existing landscape)} = (0.8)(45.4)(\text{LA})(0.62)$$

where 45.4 represents the annual evapotranspiration rate for the city; 0.62 represents the conversion factor from inches per year to gallons per year; LA is the area, in square feet, of all landscaping on a site; and SLA is the area, in square feet, of all special landscape areas on a site. In mixed use developments, the total MAWA for the project shall be the sum of the MAWA calculated individually for the portion of the

irrigated landscape area associated with residential use classifications and the portion of the irrigated landscape area associated with all other uses.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“Overhead sprinkler,” “overhead spray,” “spray heads,” and “rotors,” means systems that deliver water through the air.

“Plant factor” is a factor that, when multiplied by the evapotranspiration rate, estimates the amount of water needed by plants, as specified on WUCOLS. The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water using plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

“Rain sensor” means a component which automatically suspends an irrigation event when it rains.

“Recycled water” or “Reclaimed Water” means treated or recycled waste water of a quality suitable for nonpotable uses. This water is not intended for human consumption.

“Reference evapotranspiration” or “ET_o” means a standard measurement of environmental parameters which affect the water use of plants. ET_o is expressed in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of four-to seven-inch tall, cool-season grass that is well watered.

“Rehabilitated landscaping” means modified landscape area equal to or greater than 2,500 square feet.

“Special landscape area” shall mean an area of the landscape dedicated solely to edible plants, such as vegetable gardens or orchards; areas irrigated with recycled water; water features using recycled water; cemeteries; and areas dedicated to active play, such as parks, sports fields, golf courses, and where turf provides a playing surface. Special landscape areas and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0.

“Sprinkler head” and “spray head” means a device which delivers water through a nozzle.

“Swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“Submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

“Turf” means a groundcover surface of mowed grass. Kentucky bluegrass, perennial ryegrass, red fescue and tall fescue are examples of cool-season grasses. Bermuda grass, Kikuyu grass, seashore paspalum, St. Augustine grass, zoysia grass and buffalo grass are examples of warm-season grasses.

“Valve” means a device used to control the flow of water in the irrigation system.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas and swimming pools, where water is artificially supplied.

“WUCOLS” shall mean the Water Use Classification Landscape Species, published by the University of California Cooperative Extension, the Department of Water Resources, and the Bureau of Reclamation, 2000.

18.84.305 Applicability.

This article applies to each project for which zoning approval is required.

- A. New construction projects with an aggregate landscape area equal to or greater than 500 square feet.
- B. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet.

~~A. Single-Parcel Development in Single-Family Residential Land Use Districts. An applicant for zoning approval of a project that includes the creation or rehabilitation of 5,000 or more square feet of landscaping on a single lot located in a single-family residential land use district shall be subject to the requirements of this article, with the exception of PMC 18.84.323.~~

~~B. Multiple-Parcel Development in Single-Family Residential Land Use Districts. An applicant for zoning approval of a project that includes the creation or rehabilitation of 2,500 or more square feet of landscaping across two or more lots located in a single-family residential land use district shall be subject to all of the requirements of this article. In order to prevent evasion of the provisions of this article, contemporaneous construction of two or more dwelling units on two or more lots for which there is evidence of common ownership or control, even though not covered by the same zoning approval, shall be subject to all of the regulations of this article.~~

~~C. Land Use Districts Other Than Single-Family Residential. An applicant for zoning approval of a project that includes the creation or rehabilitation of 2,500 or more square~~

~~feet of landscaping on one or more lots shall be subject to all of the requirements of this article.~~

D C. Existing Landscaped Areas. Existing landscaped areas shall be subject to the provisions specified in PMC 18.84.325, Provisions for existing landscaping, and 18.84.330, Public education.

~~D. Prescriptive Compliance. Any project with an aggregate landscape area of 2,500 square feet or less, or any project using treated or untreated graywater or rainwater captured on site, shall be subject to the provisions specified in PMC 18.84.332 as an alternate to the Water Efficient Landscaping Standards listed under PMC 18.84.310.~~

E. Exemptions. The provisions of this article shall not apply to:

1. Landscaped areas that are only temporarily irrigated for establishment purposes, and landscapes that are not irrigated with a permanent irrigation system;
2. Registered local, state or federal historical sites, as determined by the historic resources commission or city council; ~~or~~
3. Community gardens, botanical gardens and arboretums open to the public;
- ~~4. Ecological restoration projects that do not require a permanent irrigation system; or~~
- ~~5. Mined-land reclamation projects that do not require a permanent irrigation system.~~

18.84.308 Landscape project application submittal.

A. Application Submittal Requirements. An applicant requesting zoning approval for any project that is subject to this article shall submit a landscape project application package ~~at time of application prior to commencement of grading or construction.~~

The landscape project application package shall include:

1. A project information sheet, on a form prepared by the city planner, identifying the applicant name and description of the project, including location, type of development, source of irrigation water, total landscape area, and area of landscape to be rehabilitated;
2. A landscape plan prepared in accordance with the provisions of PMC [18.84.318](#);
3. Water allowance worksheets, with calculations of the maximum applied water allowance and estimated total water use of the proposed landscape plan;
4. A soil management report prepared in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants. The soil analysis may address soil texture, infiltration rate determined by laboratory test or soil texture

infiltration rate table; acidity (pH) level; total soluble salts; sodium; percent organic matter; and recommendations; and shall be considered in the design of the landscape and irrigation plans;

5. A maintenance schedule, prepared consistent with the provisions of PMC [18.84.323](#); and

6. Certification, on a form prepared by the city planner and signed by the landscape architect or designer, that the landscaping and irrigation system were designed in compliance with the landscaping and irrigation design requirements of this article.

~~B. Waiver for Low and Moderate Water Use Landscapes. The city planner may waive the requirement for submittal of the water allowance worksheets and soil management report required by this section; provided, that the landscape plan:~~

~~1. Does not include any water features with more than 100 square feet of total surface area; and~~

~~2. Does not include any turf or other plants identified as high water use in WUCOLS, unless they qualify as special landscape area.~~

~~C. Preliminary Landscape Plan. An applicant requesting design review approval shall submit, at a minimum, a preliminary landscape plan with the design review application; however, the applicant must submit all components of the landscape project application required under this section concurrently with the application for building permit or grading permit for the project.~~

~~D-B.~~ City Planner Review. The city planner shall review each landscape project application for compliance with the provisions of this article and may withhold issuance of zoning approval for a building permit or grading permit for which its corresponding landscape project application:

1. Indicates an estimated total water use that exceeds the maximum applied water allowance for a proposed landscape; or

2. Does not otherwise comply with this article.

18.84.310 Water-efficient landscape standards.

The proposed landscape design shall incorporate the most recent acceptable best management practices for water-efficient landscape design and shall comply with the following standards:

A. Plant Selection. The planting selection and layout shall comply with the following standards:

1. Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance;

2. Proposed plant species shall promote protection and preservation of native species and natural vegetation;

3. Selected plant species shall encourage water-conservation plant, tree and turf species, especially local native plants;

4. Plant material shall be selected for energy efficiency and drought tolerance, adaptability and relationship to the city's climatic, soil, geological and topographical conditions and use the Sunset Climate Zone System which takes into the account temperature, humidity, terrain, latitude and varying degrees of continental and marine influence on local climate;

2 5. Plants shall be spaced appropriately based on their expected mature spread and so that, at maturity, they do not block any overhead sprinkler or spray head;

36. Select plants with horticultural attributes to minimize damage to property or infrastructure;

7. Turf shall not be planted on slopes steeper than 25 percent, where the toe of the slope is adjacent to an impermeable hardscape and where 25 percent means 1 foot of vertical elevation change for every four feet of horizontal length (rise divided by run x 100 – slope percent) and shall not be planted in any median or other planting strip that is narrower than eight feet wide;

8. The proposed landscape shall be designed so that plants of similar water usage are grouped into distinct hydrozones, each of which is irrigated separately by one or more irrigation valves;

B. Irrigation System. The irrigation system plan shall:

1. Include smart irrigation controllers that utilize daily weather information, a rain sensor, evapotranspiration data or soil moisture sensor data, along with other site information, to adjust the irrigation schedule on a daily basis and suspend irrigation during rain;

2. Specify technology and practices to prevent runoff, low head drainage, overspray, or other water waste where water flows beyond the irrigated landscape area;

3. Specify drip or other subsurface irrigation system in lieu of overhead irrigation within 24 inches of any nonpermeable surface unless the non-permeable surface drains

directly into the planting area being irrigated; within any planting area that is narrower than ten feet in any dimension; or in any location where the geometry of the planting area does not conform to the spray pattern of the overhead sprinkler and would result in overspray onto the adjacent pavement;

4. Overhead spray irrigation devices shall not be located on the same irrigation valve circuit as low-volume irrigation devices. Overhead spray irrigation devices located on the same irrigation valve circuit shall have matched precipitation rates. Any sprinkler heads or other emission devices that have matched precipitation rates shall be specified within each irrigation zone. No irrigation zone shall specify a precipitation rate greater than 1.2 inches per hour. On slopes steeper than 25 percent, the specified precipitation rate for overhead spray irrigation devices shall not exceed 0.75 inches per hour;

5. Specify irrigation controls so that the dynamic water pressure at the sprinkler head or other emission device is within manufacturer's recommended optimal operating range;

6. Master shut-off valves are required on all irrigation systems at the point of connection to the domestic water supply. Specify a manual shut-off valve for each point of connection and specify that each shut-off valve be identified on the controller map;

7. Include a controller map and programming table, and specify that the map and table be stored in the controller cabinet. The controller map shall visually differentiate each controller zone. For each irrigation valve, the controller programming table shall list the water requirement (high, medium, low or very low), the sun exposure, irrigation emission device type, infiltration rate, square foot area, and degree of slope. Irrigation valve circuits shall be grouped by hydrozone and each irrigation valve shall control irrigation to only one district hydrozone;

8. Specify a separate irrigation valve and hydrozone for the top of a slope and the bottom of a slope;

9. Identify use of recycled water for nonedible landscaping, if recycled water is available to the project site, and subject to the required permits and regulations of any applicable agency. In lieu of a plan for use of recycled water for irrigation, the applicant may file a written request for exemption to this subsection (B)(9), which request shall explain the infeasibility of the use of recycled water and shall be subject to approval by the city planner prior to issuance of zoning approval;

10. A landscape water meter is required for irrigated landscape areas greater than 5,000 square feet in area when associated with a residential use classification, and for irrigated landscape areas greater than 1,000 square feet in area when associated with any other use;

11. If the water pressure within the irrigation system is below or exceeds the recommended pressure of the irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each irrigation device is within the manufacturer's recommended pressure range for optimal performance;

12. A backflow prevention device shall be provided to protect the water supply from contamination by the irrigation system;

13. A flow sensor that detects high flow conditions created by system damage or malfunction is required for irrigated landscape areas greater than 5,000 square feet in area when associated with a residential use classification, and for all irrigated landscape areas associated with any other use;

14. All irrigation devices must meet the requirements set in the American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 Landscape Irrigation Sprinkler and Emitter Standard. All overhead spray irrigation devices must have a distribution uniformity low quarter of sixty-five-hundredths (0.65) or higher using the protocol defined in ASABE/ICC 802-2014;

15. Swing joints or riser protection devices shall be used for all overhead spray irrigation devices and above-ground rigid piping that is located within 12 inches of all turf areas, sidewalks and walkways, roads and driveways, bicycle trails, playgrounds, and other areas which are subject to pedestrian, bicycle or automobile traffic;

16. All irrigation valve circuits located on slopes greater than 10 percent, or which include spray irrigation devices shall be equipped with check valves or anti-drain valves that will retain water in the lateral lines after the irrigation system has completed its watering cycle;

C. Water Features. All water features used in the landscape design shall have recirculating water systems, and fountains shall be designed so that no wind drift or overspray occurs. Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.

D. Grading, Mulch and Soil Preparation. The landscape design shall:

1. Comply with the applicable stormwater control requirements of the National Pollutant Discharge Elimination System permit, intended to implement stormwater best management practices into the planting, irrigation and grading plans to minimize runoff and increase on-site retention and infiltration;

2. Include soil amendments according to the recommendations of the soil report in order to improve or maintain the infiltration rate of landscape soils typical of their soil texture and to minimize soil erosion;

3. Be designed to avoid drainage onto nonpermeable hardscapes within the property lines and to prevent runoff of all irrigation outside of property lines;

4. Specify soil amendments, if appropriate for the selected plants;

5. Specify a minimum ~~two~~ three-inch layer of mulch to be applied on all exposed soil surfaces of planting areas. Nonporous material shall not be placed under the mulch. Shredded bark or similar mulches shall be specified in bioretention areas so that they will stay in place during rain events. The city planner may waive this requirement for those portions of the landscaped area for which the applicant has provided sufficient evidence that there is a horticultural reason not to use mulch.

6. Specify up to five percent of the landscape area may be left without mulch to provide for beneficial insects and other wildlife. Designated insect habitat must be included in the landscape design.

7. Include stabilizing mulching products on slopes that meet current the requirements of Pit

8. Include organic mulch made from recycled or post-consumer materials rather than inorganic materials or virgin forest product, unless the recycled post-consumer organic products are not locally available or where prohibited by local Fuel Modification Plan Guidelines.

9. Transform compacted soils and amended planting holes on engineered slopes into a friable condition prior to an planting of materials.

10. Specify use of compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area to a depth of six inches into the soil. Soils with greater than six percent organic matter in the top of six inches of soul are exempt from adding compost and tilling.

18.84.315 Additional landscape design standards.

In addition to the water-efficient landscape standards specified in PMC [18.84.310](#), the landscaped area shall comply with the following additional design standards:

A. Plant material shall be selected for energy efficiency; color, form and pattern; solar access and allowances for solar heat gain of buildings in winter and shading of buildings in summer; reduction of the heat island effect, particularly in parking lots and on roadways; soil retention; and fire resistance. The overall landscape plan must be integrated into all elements of the project, including but not limited to buildings, structures, parking lots and streets, so as to achieve a desirable microclimate and to minimize energy demands.

B. Plants shall be selected and spaced so that, at maturity, they do not interfere with visibility of vehicular, bicycle or pedestrian traffic; do not conflict with overhead utility lines, overhead lights or walkway lights; and do not block or interfere with pedestrian or bicycle rights-of-way.

C. Any proposed landscape area shall be a minimum of three feet wide, excluding curbs or other hardscape. This subsection shall not apply to window or wall planter boxes attached to a building.

D. Plant material shall be sized and spaced to achieve immediate effect and, in general, shall not be less than a 15-gallon container for trees, a five-gallon container for specimen shrubs and a one-gallon container for mass planting.

E. Where shrub groupings without plant groundcover are used, such shrub groupings shall be spaced so that, at maturity, they cover at least 90 percent of the landscaped area in which they are placed.

F. The use of crushed rock or gravel for large area coverage shall be avoided, except for walkways.

G. The end of each row of parking stalls in a parking lot must be separated from an aisle or driveway by either a landscaped planter or sidewalk/planter combination. A concrete curb must separate the landscaped area from the parking area, and minimum 12-inch wide concrete landings shall be installed behind the curb, for the length of the parking stall, for each segment of curbing that separates a parking stall from a landscaped planter.

H. A minimum of one tree for each six parking spaces in a surface parking lot must be distributed throughout the parking lot and shall be spaced so that, at maturity, the trees provide shade to no less than 35 percent of the paved area of the parking lot at midday. Where an applicant proposes to provide arbors with climbing vines, carports with vegetated roofs, carports with roofs with high solar reflectivity, or carports equipped with roof-mounted photovoltaic panels in the design of a surface parking lot, the planning commission, zoning administrator or city planner, as appropriate, may allow a reduction in the percentage of shade tree cover provided in a parking lot; provided, that the arbors, carports and trees in combination provide midday shade to no less than 35 percent of the paved area of the parking lot.

I. Where a vehicle will extend over landscaping, the required planting area (including the curb) must be increased two feet in depth by decreasing the length of the parking stall by two feet. Where a vehicle will overhang into both sides of an interior landscaped strip or well, the minimum inside curb-to-curb interior planter dimension may not be less than

seven feet. No trees or shrubs may be installed within the two-foot overhang area, although low-growing plants or groundcover may be used.

J. A parking lot shall be separated from a front or corner side property line by a landscaped required yard as prescribed for the applicable base district. Where there is no required front or corner side yard specified for a base district, or where a parking lot is proposed to be placed next to an interior side or rear property line, the parking lot shall be separated from the respective lot line by a landscaped area no less than five feet in width.

K. High water use plants, characterized by a plant factor of 0.7 to 1.0 are prohibited in street medians.

L. When planting by hydroseeding is proposed to be utilized for permanent landscape treatment or for natural area restoration, the hydroseeding plan shall contain installation specifications including, but not limited to, fertilizer, mulch materials subject to the standards listed in PMC 18.84.310 (D), soil amendments, soil preparation, watering specifications, native seed mix containing a minimum of 10 percent shrub and perennial seeds, and seed mix application rate.

~~L~~ M. Landscaping and irrigation proposed to be maintained by the city following installation shall be designed in accordance with the equipment selections and landscape installation standards specified in the city's standard details.

N. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable provisions of the Pittsburg Municipal Code.

O. Water runoff is prohibited from leaving the landscape area due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated area, walks, roadways, parking lots, or structures. The city planner may waive the requirement for containing water runoff on-site as required by this section; provided, that:

1. The landscape area is adjacent to permeable surfacing and no runoff occurs; or,

2. The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

18.84.318 Landscape plan requirements.

The landscape plan shall demonstrate that all of the water-efficient landscape standards (PMC [18.84.310](#)) and the additional landscape standards (PMC [18.84.315](#)) have been met.

A. The planting plan shall identify special landscape areas, shall identify plants by their common and botanical names, and shall identify the type and surface area of all water features proposed to be incorporated into the landscaped area.

B. At a minimum, the irrigation plan shall identify:

1. The location and size of the landscape irrigation water meter;
2. The location, type and size of all components of the irrigation system, including, but not limited to, controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
3. The static water pressure at the point of connection to the public water supply; and
4. The flow rate, in gallons per minute; the application rate, in inches per hour; and the design operating pressure, in pressure per square inch, for each station.

C. Landscape plans shall include details and specifications reflecting the most recent acceptable best management practices for water-efficient landscape design:

1. The Landscape Plan shall identify boundaries of each hydrozone and special landscape area, labeled by hydrozone as high, moderate, low, or very low water use;

2. Location, type of mulch and application depth;

3. Location of recreational areas;

4. Location of areas permanently and solely dedicated to edible plants;

5. Location of areas irrigated with rainwater captured on site, graywater, and/or recycled water;

6. Identify soil amendments, type, and quantity;

7. Type and surface area of all water features.

D. The Landscape Plan shall conform to the grading design shown on the project grading and drainage plans. Landscape planting and irrigation shall comply with the design guidelines and plant recommendation as published in the applicable edition of the Contra Costa County Clean Water Program Stormwater C.3. Guidebook.

18.84.320 Certifications of landscape installation.

Prior to final permit inspection or issuance of a certificate of occupancy, as applicable, for the project, the applicant shall submit completed certificates of compliance, on forms

prepared by the city planner, that the landscape has been installed in accordance with the approved landscape plan application and the requirements of this article.

A. Landscape Installation. Upon completion of the landscape installation, the landscape contractor or installer shall inspect the landscaped area and notify the applicant of any deficiencies or areas of noncompliance with the approved plans or the requirements of this article. The landscape contractor or installer, the applicant, or the applicant's designee shall correct any areas of noncompliance, and a follow-up inspection shall be conducted by the contractor or installer. Upon verifying that the installed landscape complies with the approved landscape plans and the requirements of this article, the landscape contractor or installer shall complete a certificate of compliance verifying that the planting and irrigation systems have been installed in accordance with the approved landscape plan.

B. Landscape Water Audit. For new construction and rehabilitated landscape projects installed after December 1, 2015, the project applicant shall submit an irrigation audit report prior to building permit issuance. Within 30 days of the start of the landscape maintenance period or upon completion of the landscape installation, a certified irrigation system auditor shall conduct an audit of the installed landscape irrigation system. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape. The irrigation system auditor shall inform the applicant of those areas where the installed irrigation system does not comply with the approved landscape plans or the requirements of this article. The applicant or the applicant's designee shall correct any areas of noncompliance, and a follow-up audit shall be performed by the irrigation system auditor. Upon verifying that the installed irrigation system complies with the requirements of this article, the auditor shall complete a certificate of compliance for the irrigation system. In large projects, or projects with multiple landscape installations, an auditing rate of 1 in 7 lots or approximately 15 percent will satisfy this requirement.

C. Landscape Maintenance. The landscape maintenance contractor, applicant or property owner shall complete a certificate of compliance for ongoing maintenance of the site, and in so doing shall agree to irrigate and maintain the landscaped areas on the site using no more water than the maximum applied water allowance. Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.

18.84.323 Landscape and irrigation maintenance schedule.

The landscape designer or installer shall develop for the landscaped area an annual landscape maintenance schedule for the project that is consistent with the most recent acceptable best management practices for landscape maintenance. Schedules

shall be submitted with the certificates of compliance required pursuant to PMC [18.84.320](#) and shall specify, at a minimum:

- A. Routine inspection [and auditing](#) of the landscaped area and replacement of plant materials as needed to preserve the health and appearance of the landscaped area;
- B. Adjustment and repair of the irrigation system and its components with originally installed components or their equivalents;
- C. Aerating [and dethatching](#) turf areas;
- D. Replenishing mulch [and topdressing compost](#);
- E. Seasonal pruning [and fertilizing](#);
- F. Weeding in all landscaped areas; and
- G. Removing obstructions to irrigation emission or exhaust devices.

[H. Irrigation Scheduling. Irrigation schedules shall meet the following criteria:](#)

- [1. Operation of the irrigation system shall be regulated by automatic irrigation controllers;](#)
- [2. All irrigation schedules shall be developed and managed to utilize the minimum amount of water required to maintain plant health;](#)
- [3. Overhead spray irrigation devices shall not be used between the hours of 10:00 a.m. and 8:00 p.m.;](#)
- [4. Where available, the applicant is strongly encouraged to consult with the domestic water purveyor when developing the irrigation schedule.](#)

18.84.325 Provisions for existing landscaping.

This section shall apply to landscaped areas that were installed before ~~January 20,~~ [2014 December 1, 2015](#).

- A. Each owner of property in the city shall ensure the efficient use of landscape water and may utilize resources and services, such as irrigation surveys and landscape water use analysis, that are offered by the local retail or wholesale water utility.
- B. Each owner of property in the city shall prevent water waste resulting from inefficient landscape irrigation by limiting landscape irrigation to the hours between 8:00 p.m. and 10:00 a.m. and by prohibiting runoff from the target landscape areas due to

excessive irrigation run times, low head drainage, overspray, or other similar conditions where water flows onto an adjacent property, sidewalk, roadway, parking lot or structure.

18.84.330 Public education.

A. All new model homes for a single-family residential subdivision or phase of a subdivision shall have front and corner side yards that are landscaped in accordance with the provisions of this article. At least one of the model homes shall include interpretive or informational signage highlighting for visitors the water-efficient landscape principles incorporated into the site landscaping. The developer shall make available to visitors brochures or other written or graphic media that informs visitors and potential buyers about the principles of water-efficient landscapes, including but not limited to those principles that are described in this article.

B. The architectural guidelines of a common interest development, which include homeowner associations, community apartment projects, condominiums, planned developments, and stock cooperatives, shall not include conditions that have the effect of prohibiting the use of low water use plants as a group.

C. For new homes and commercial developments, the developer of the property shall be required to provide the irrigation controller map, programming table, and annual maintenance schedules to new tenants or owners upon transfer of ownership or maintenance responsibility.

D. Property owners and tenants are strongly encouraged to utilize resources and services meant to increase water use efficiency, such as irrigation surveys and landscape water use analyses offered by the water utility providing service to the property upon which the irrigated landscape area is located.

18.84.331 Local Agency Responsibility. The City may designate by mutual agreement with a water utility to implement some or all of the requirements contained in this article. The City may collaborate with water utilities to define each entity's specific responsibilities relating to this article.

18.84.332 Prescriptive Compliance Option.

In lieu of the full performance requirements of the Landscaping, Irrigation and Hydroseeding Regulations, this alternative option is available for new development projects. In order to use the prescriptive compliance option, compliance with the following items is mandatory and must be documented on a landscape project application submittal as specified on PMC 18.84.308 with a Prescriptive Compliance Checklist in a form provided by the City Planner:

A. Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area. Plant material shall comply with all of the following:

1. For residential areas, install climate adapted plants that require occasional, little or no summer water (Average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and area using recycling water; or,
2. For non-residential areas, install climate adapted plants that require occasional little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;
3. A minimum three-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

B. Turf shall comply with the following:

1. Turf shall not exceed 25 percent of the landscape area in residential areas, and there shall be no turf in non-residential areas;
2. Turf shall not be planted on sloped areas which exceed a slope of one foot vertical elevation change for every four feet of horizontal length;
3. Turf is prohibited in parkways less than ten feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles.
4. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

C. Irrigation systems shall comply with the following:

1. Automatic irrigation controllers are required and must use evaporated transpiration or soil moisture sensor data and utilize a rain sensor;
2. Irrigation controllers shall be a type which does not lose programming data in the event the primary power source is interrupted;
3. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure range;
4. Manual shut-off valves shall be installed as close as possible to the point of connection of the water supply;
5. All irrigation emission devices must meet the requirements set in the ANSI standards ASABE/ICC 802-2014 (Landscape Irrigation Standard).

6. All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

7. Areas less than ten in the width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray;

8. For non-residential projects with landscape areas of 1,000 square feet or more, a private submeters (s) to measure landscape water use shall be installed.

Executive Department
State of California

EXECUTIVE ORDER B-29-15

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS on April 25, 2014, I proclaimed a Continued State of Emergency to exist throughout the State of California due to the ongoing drought; and

WHEREAS California's water supplies continue to be severely depleted despite a limited amount of rain and snowfall this winter, with record low snowpack in the Sierra Nevada mountains, decreased water levels in most of California's reservoirs, reduced flows in the state's rivers and shrinking supplies in underground water basins; and

WHEREAS the severe drought conditions continue to present urgent challenges including: drinking water shortages in communities across the state, diminished water for agricultural production, degraded habitat for many fish and wildlife species, increased wildfire risk, and the threat of saltwater contamination to fresh water supplies in the Sacramento-San Joaquin Bay Delta; and

WHEREAS a distinct possibility exists that the current drought will stretch into a fifth straight year in 2016 and beyond; and

WHEREAS new expedited actions are needed to reduce the harmful impacts from water shortages and other impacts of the drought; and

WHEREAS the magnitude of the severe drought conditions continues to present threats beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the Government Code, I find that conditions of extreme peril to the safety of persons and property continue to exist in California due to water shortage and drought conditions with which local authority is unable to cope; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, in particular Government Code sections 8567 and 8571 of the California Government Code, do hereby issue this Executive Order, effective immediately.



IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my January 17, 2014 Proclamation, my April 25, 2014 Proclamation, and Executive Orders B-26-14 and B-28-14 remain in full force and effect except as modified herein.

SAVE WATER

2. The State Water Resources Control Board (Water Board) shall impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016. These restrictions will require water suppliers to California's cities and towns to reduce usage as compared to the amount used in 2013. These restrictions should consider the relative per capita water usage of each water suppliers' service area, and require that those areas with high per capita use achieve proportionally greater reductions than those with low use. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.
3. The Department of Water Resources (the Department) shall lead a statewide initiative, in partnership with local agencies, to collectively replace 50 million square feet of lawns and ornamental turf with drought tolerant landscapes. The Department shall provide funding to allow for lawn replacement programs in underserved communities, which will complement local programs already underway across the state.
4. The California Energy Commission, jointly with the Department and the Water Board, shall implement a time-limited statewide appliance rebate program to provide monetary incentives for the replacement of inefficient household devices.
5. The Water Board shall impose restrictions to require that commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets mandated by Directive 2 of this Executive Order.
6. The Water Board shall prohibit irrigation with potable water of ornamental turf on public street medians.
7. The Water Board shall prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or microspray systems.

8. The Water Board shall direct urban water suppliers to develop rate structures and other pricing mechanisms, including but not limited to surcharges, fees, and penalties, to maximize water conservation consistent with statewide water restrictions. The Water Board is directed to adopt emergency regulations, as it deems necessary, pursuant to Water Code section 1058.5 to implement this directive. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation. The California Public Utilities Commission is requested to take similar action with respect to investor-owned utilities providing water services.

INCREASE ENFORCEMENT AGAINST WATER WASTE

9. The Water Board shall require urban water suppliers to provide monthly information on water usage, conservation, and enforcement on a permanent basis.
10. The Water Board shall require frequent reporting of water diversion and use by water right holders, conduct inspections to determine whether illegal diversions or wasteful and unreasonable use of water are occurring, and bring enforcement actions against illegal diverters and those engaging in the wasteful and unreasonable use of water. Pursuant to Government Code sections 8570 and 8627, the Water Board is granted authority to inspect property or diversion facilities to ascertain compliance with water rights laws and regulations where there is cause to believe such laws and regulations have been violated. When access is not granted by a property owner, the Water Board may obtain an inspection warrant pursuant to the procedures set forth in Title 13 (commencing with section 1822.50) of Part 3 of the Code of Civil Procedure for the purposes of conducting an inspection pursuant to this directive.
11. The Department shall update the State Model Water Efficient Landscape Ordinance through expedited regulation. This updated Ordinance shall increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It will also require reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015. The Department shall provide information on local compliance to the Water Board, which shall consider adopting regulations or taking appropriate enforcement actions to promote compliance. The Department shall provide technical assistance and give priority in grant funding to public agencies for actions necessary to comply with local ordinances.
12. Agricultural water suppliers that supply water to more than 25,000 acres shall include in their required 2015 Agricultural Water Management Plans a detailed drought management plan that describes the actions and measures the supplier will take to manage water demand during drought. The Department shall require those plans to include quantification of water supplies and demands for 2013, 2014, and 2015 to the extent data is available. The Department will provide technical assistance to water suppliers in preparing the plans.



13. Agricultural water suppliers that supply water to 10,000 to 25,000 acres of irrigated lands shall develop Agricultural Water Management Plans and submit the plans to the Department by July 1, 2016. These plans shall include a detailed drought management plan and quantification of water supplies and demands in 2013, 2014, and 2015, to the extent that data is available. The Department shall give priority in grant funding to agricultural water suppliers that supply water to 10,000 to 25,000 acres of land for development and implementation of Agricultural Water Management Plans.
14. The Department shall report to Water Board on the status of the Agricultural Water Management Plan submittals within one month of receipt of those reports.
15. Local water agencies in high and medium priority groundwater basins shall immediately implement all requirements of the California Statewide Groundwater Elevation Monitoring Program pursuant to Water Code section 10933. The Department shall refer noncompliant local water agencies within high and medium priority groundwater basins to the Water Board by December 31, 2015, which shall consider adopting regulations or taking appropriate enforcement to promote compliance.
16. The California Energy Commission shall adopt emergency regulations establishing standards that improve the efficiency of water appliances, including toilets, urinals, and faucets available for sale and installation in new and existing buildings.

INVEST IN NEW TECHNOLOGIES

17. The California Energy Commission, jointly with the Department and the Water Board, shall implement a Water Energy Technology (WET) program to deploy innovative water management technologies for businesses, residents, industries, and agriculture. This program will achieve water and energy savings and greenhouse gas reductions by accelerating use of cutting-edge technologies such as renewable energy-powered desalination, integrated on-site reuse systems, water-use monitoring software, irrigation system timing and precision technology, and on-farm precision technology.

STREAMLINE GOVERNMENT RESPONSE

18. The Office of Emergency Services and the Department of Housing and Community Development shall work jointly with counties to provide temporary assistance for persons moving from housing units due to a lack of potable water who are served by a private well or water utility with less than 15 connections, and where all reasonable attempts to find a potable water source have been exhausted.
19. State permitting agencies shall prioritize review and approval of water infrastructure projects and programs that increase local water supplies, including water recycling facilities, reservoir improvement projects, surface water treatment plants, desalination plants, stormwater capture, and greywater systems. Agencies shall report to the Governor's Office on applications that have been pending for longer than 90 days.



20. The Department shall take actions required to plan and, if necessary, implement Emergency Drought Salinity Barriers in coordination and consultation with the Water Board and the Department of Fish and Wildlife at locations within the Sacramento - San Joaquin delta estuary. These barriers will be designed to conserve water for use later in the year to meet state and federal Endangered Species Act requirements, preserve to the extent possible water quality in the Delta, and retain water supply for essential human health and safety uses in 2015 and in the future.
21. The Water Board and the Department of Fish and Wildlife shall immediately consider any necessary regulatory approvals for the purpose of installation of the Emergency Drought Salinity Barriers.
22. The Department shall immediately consider voluntary crop idling water transfer and water exchange proposals of one year or less in duration that are initiated by local public agencies and approved in 2015 by the Department subject to the criteria set forth in Water Code section 1810.
23. The Water Board will prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages. As the Department of Public Health's drinking water program was transferred to the Water Board, any reference to the Department of Public Health in any prior Proclamation or Executive Order listed in Paragraph 1 is deemed to refer to the Water Board.
24. The California Department of Forestry and Fire Protection shall launch a public information campaign to educate the public on actions they can take to help to prevent wildfires including the proper treatment of dead and dying trees. Pursuant to Government Code section 8645, \$1.2 million from the State Responsibility Area Fire Prevention Fund (Fund 3063) shall be allocated to the California Department of Forestry and Fire Protection to carry out this directive.
25. The Energy Commission shall expedite the processing of all applications or petitions for amendments to power plant certifications issued by the Energy Commission for the purpose of securing alternate water supply necessary for continued power plant operation. Title 20, section 1769 of the California Code of Regulations is hereby waived for any such petition, and the Energy Commission is authorized to create and implement an alternative process to consider such petitions. This process may delegate amendment approval authority, as appropriate, to the Energy Commission Executive Director. The Energy Commission shall give timely notice to all relevant local, regional, and state agencies of any petition subject to this directive, and shall post on its website any such petition.

26. For purposes of carrying out directives 2–9, 11, 16–17, 20–23, and 25, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions. This suspension, and those specified in paragraph 9 of the January 17, 2014 Proclamation, paragraph 19 of the April 25, 2014 proclamation, and paragraph 4 of Executive Order B-26-14, shall remain in effect until May 31, 2016. Drought relief actions taken pursuant to these paragraphs that are started prior to May 31, 2016, but not completed, shall not be subject to Division 13 (commencing with section 21000) of the Public Resources Code for the time required to complete them.
27. For purposes of carrying out directives 20 and 21, section 13247 and Chapter 3 of Part 3 (commencing with section 85225) of the Water Code are suspended.
28. For actions called for in this proclamation in directive 20, the Department shall exercise any authority vested in the Central Valley Flood Protection Board, as codified in Water Code section 8521, et seq., that is necessary to enable these urgent actions to be taken more quickly than otherwise possible. The Director of the Department of Water Resources is specifically authorized, on behalf of the State of California, to request that the Secretary of the Army, on the recommendation of the Chief of Engineers of the Army Corps of Engineers, grant any permission required pursuant to section 14 of the Rivers and Harbors Act of 1899 and codified in section 48 of title 33 of the United States Code.
29. The Department is directed to enter into agreements with landowners for the purposes of planning and installation of the Emergency Drought Barriers in 2015 to the extent necessary to accommodate access to barrier locations, land-side and water-side construction, and materials staging in proximity to barrier locations. Where the Department is unable to reach an agreement with landowners, the Department may exercise the full authority of Government Code section 8572.
30. For purposes of this Executive Order, chapter 3.5 (commencing with section 11340) of part 1 of division 3 of the Government Code and chapter 5 (commencing with section 25400) of division 15 of the Public Resources Code are suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.



31. In order to ensure that equipment and services necessary for drought response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended for directives 17, 20, and 24. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given to this Order.

IN WITNESS WHEREOF I have
hereunto set my hand and caused the
Great Seal of the State of California to
be affixed this 1st day of April 2015.

EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



The 2015 Updated Model Water Efficient Landscape Ordinance

Guidance for California Local Agencies

INTRODUCTION

Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) directed DWR to update the State's Model Water Efficient Landscape Ordinance (MWELO) through expedited regulation. The California Water Commission approved the revised MWELO Ordinance on July 15, 2015. This fact sheet provides guidance to cities and counties (local agencies) in California, who are responsible for adopting and reporting on a water efficient landscape ordinance. The focus is on major changes in the MWELO which must be addressed when local agencies are revising their own local or regional ordinances.

DEADLINES AND OPTIONS FOR LOCAL AGENCY ACTIONS (Section 490.1)

Local agencies have until **December 1, 2015** to adopt the MWELO or to adopt a Local Ordinance which must be at least as effective in conserving water as MWELO. Local agencies working together to develop a Regional Ordinance have until **February 1, 2016** to adopt, but they are still subject to the December 2015 reporting requirements (see Reporting Requirements). A local agency will either integrate MWELO into an existing ordinance or establish a new, separate program. To comply, a local agency must perform one of the following actions:

- Adopt *by reference* Sections 490-495, Chapter 2.7, Division 2, Title 23 in the California Code of Regulations
- Adopt the MWELO *in detail* - Sections 490-495, Chapter 2.7, Division 2, Title 23 in the California Code of Regulations
- Amend an existing or adopt a new Local Ordinance or Regional Ordinance to meet the requirements contained in the regulations
- Take no action and allow the MWELO to go into effect by default

A local agency may choose to allow MWELO to become effective by default and then adopt a Local or Regional Ordinance at a later time. Subsequent reporting must include the details of Local or Regional Ordinances.

Local agencies are not limited to require only the levels of water conservation stipulated by MWELO. The Local or Regional Ordinance can require higher levels of water conservation, as determined appropriate by the local agency to address one of these local conditions:

- climate
- geology
- topography
- environmental conditions.

However, in such situations where a more restrictive requirement is incorporated, the local agency must make express findings that the requirement is reasonably necessary for one or more of the above conditions. Like all ordinance adoption processes, the adoption must follow the applicable rules for a public process including a public comment period and formal public proceeding during adoption.

SIGNIFICANT REVISIONS TO MWELO

Projects Subject to the Ordinance (Section 490.1)

The size of landscapes subject to the ordinance has been lowered from 2500 sq. ft. to 500 sq. ft. The size threshold applies to residential, commercial, industrial and institutional projects that require a permit, plan check or design review.

To reduce the complexity and costs for the smaller landscapes now subject to ordinance, the revised MWELO has a prescriptive compliance approach (Appendix D) for landscapes between 500 and 2500 sq. ft. Landscapes within this size range can comply either through meeting the traditional MWELO approach or through the prescriptive approach in Appendix D. The size threshold for existing landscapes that are being rehabilitated has not changed, remaining at **2500 square feet**. Only rehabilitated landscapes that are associated with a building or landscape permit, plan check, or design review are subject to the Ordinance.

Definitions (Section 491)

The definitions section of MWELO has been expanded to include new terms and concepts. Please see the strike-out version of MWELO at <http://www.water.ca.gov/wateruseefficiency/landscapeordinance/> to review definition changes.

Water Efficient Worksheet and Water Budget (Section 492.4)

The maximum applied water allowance (MAWA) has been lowered from 70% of the reference evapotranspiration (ET_o) to 55% for residential landscape projects, and to 45% of ET_o for non-residential projects. This water allowance reduces the landscape area that can be planted with high water use plants such as cool season turf. For typical residential projects, the reduction in the MAWA reduces the percentage of landscape area that can be planted to high water use plants from 33% to 25%. In typical non-residential landscapes, the reduction in MAWA limits the planting of high water use plants to special landscape areas. The revised MWELO still uses a water budget approach and larger areas of high water use plants can be installed if the water use is reduced in the other areas provided the overall landscape stays within the budget. The use of special landscape areas (SLA) was not changed in the revised MWELO. The SLA provides for an extra water allowance in non-residential areas for specific functional landscapes, such as recreation, areas for public assembly, and edible gardens or for areas irrigated with recycled water.

The revised MWELO allows the irrigation efficiency to be entered for each area of the landscape. The site-wide irrigation efficiency of the previous ordinance (2010) was 0.71; for the purposes of estimating total water use, the revised MWELO defines the irrigation efficiency (IE) of drip irrigation as 0.81 and overhead irrigation and other technologies must meet a minimum IE of 0.75.

The worksheets for Maximum Applied Water Allowance (MAWA) and the Estimated Total Water Use (ETWU) have been combined into one table. (See Appendix B, Water Efficient Landscape Worksheet). As explained above, rather than using a site-wide default IE, irrigation efficiency is calculated for each hydrozone.

The revised ordinance also precludes the use of high water use plants in street median strips.

Also because of the requirement to irrigate areas less than ten feet wide with subsurface irrigation or other means that produces no runoff or overspray, the use of cool season turf in parkways is limited.

Soil Management Report (Section 492.5)

For multi-lot projects, the revised MWELO added clarification that soil testing should be completed using a soil sampling rate of approximately 1 in 7 lots or 15 percent.

Landscape Design Plan (Section 492.6)

The following changes were made to Landscape Design Plan section:

Prior to planting, 4 yards of compost must be incorporated per 1000 sq. ft. of permeable area. Compacted soils must be transformed to a friable condition. The depth of mulch required was increased from 2 to 3 inches. Graywater and storm retention components must be indicated on the landscape plan.

Irrigation Design Plan (Section 492.7)

The following changes were made to the Irrigation Design section:

Dedicated landscape water meters or submeters are required for residential landscapes over 5,000 square feet and non-residential landscapes over 1000 square feet. Dedicated meters or submeters may be either a meter supplied by the local water supplier or a privately owned submeter.

Irrigation systems are required to have ***pressure regulation*** to ensure correct and efficient operation.

All irrigation emission devices must meet the American National Standards Institute standard, American Society of Agricultural and Biological Engineers'/International Code Council's 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard". ***Flow sensors*** that detect and report high flow conditions due to broken pipes and/or popped sprinkler heads are required for landscape areas greater than 5,000 square feet. Master shut-off valves that prevent water waste in case of large failures of irrigation systems due to breakage or vandalism are required on all landscapes except where sprinklers can be individually controlled.

The ***minimum width of areas that can be overhead irrigated was increased from 8 feet to 10 feet***; areas less than 10 feet wide must be irrigated with subsurface drip or other technology that produces no over spray or runoff.

The revised update requires ***the irrigation auditor to be a local agency auditor or third party auditor*** to reduce conflicts of interest. All landscape irrigation auditors must be certified by one of the U.S. EPA WaterSense labeled auditing programs. EPA WaterSense: http://www.epa.gov/watersense/outdoor/cert_programs.html

Graywater Systems (Section 492.15)

The revised MWELO added a graywater section that specifies that landscapes less than 2,500 square feet that are irrigated entirely with graywater or captured rainwater are subject only to the irrigation system requirements of Appendix D, Prescriptive Compliance Option. Graywater is allowed throughout the state under the California Plumbing Code, Ch. 16. Applicants should consult with the local building authority regarding graywater systems.

Stormwater and Rainwater Retention (Section 492.16)

A requirement was added that landscape area should have friable soil to maximize stormwater infiltration. Additional stormwater measures were recommended, but not required.

Reporting (Section 495)

Executive Order B-29-15 and the revised ordinance require that local agencies report on the implementation and enforcement of their single agency Local Ordinances to DWR by December 31, 2015. Local agencies developing a Regional Ordinance must report on adoption by March 1, 2016. Reporting for all agencies is due by January 31st of each year thereafter. The reporting requirement is a new addition to the MWELO.

In the initial reporting, a local agency states whether they are adopting a single agency ordinance or a regional agency ordinance, and specifies the date of adoption or anticipated date of adoption.

The following information is to be included in the first report by the local agency. Once stated, the information does not have to be repeated in subsequent reports unless the information changes.

- State if using a locally modified Water Efficient Landscape Ordinance (Local or Regional Ordinance) or the MWELO. If using a Local or Regional Ordinance, how is it different than MWELO; is it at least as efficient as MWELO; and are there any exemptions specified?
- State the entity responsible for implementing the ordinance.

In subsequent years, all local agency reporting will be for the calendar year. For the initial reporting period after new ordinance adoption and each year thereafter, include the following information during each reporting period:

- Number and types of projects subject to the ordinance
- Total area (in square feet or acres) subject to the ordinance
- Number of new housing starts, new commercial projects, and landscape retrofits

For the initial reporting period after new ordinance adoption and each year thereafter, describe the following:

- The procedure for review of projects subject to the ordinance
- The actions taken to verify compliance- Is a plan check performed; if so, by what entity? Is a site inspection performed; if so, by what entity? Is a post-installation audit required; if so, by whom?
- Enforcement measures
- The challenges to implementing and enforcing the ordinance
- The educational, training, and other needs to properly apply the ordinance

Contact Information:

Julie Saare-Edmonds, DWR Senior Environmental Scientist at Julie.Saare-Edmonds@water.ca.gov or (916) 651-9676



NOTICE OF PUBLIC HEARING

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

DATE: May 18, 2020

TIME: 7:00 p.m.

PLACE: Zoom Teleconference via Streaming Media on the City's homepage,
www.ci.pittsburg.ca.us (see public advisory on last page)

Concerning the following matter:

Introduction and Waive First Reading of an Ordinance Amending Pittsburg Municipal Code Title 18.84, Article VII, "Landscaping, Irrigation and Hydroseeding."

This is a public hearing on a City-initiated proposal to consider amendments to Title 18 of the Pittsburg Municipal Code (PMC) to revise the existing Water Efficient Landscape Standards in order to comply with state law. ~~These standards would apply citywide. Pursuant to the State Government Code, all California cities and counties are required to adopt the Model Water Efficient Landscaping Ordinance (MWELo), or local regulations which are at least as effective in conserving water as the MWELo.~~

On April 28, 2020, the Planning Commission held a public hearing and subsequently adopted Resolution 10142, recommending approval of the proposed amendments.

PROJECT PLANNER: Trishia Caguiat, (925) 252-4855 or tcaguiat@ci.pittsburg.ca.us

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

Where can I get more information about this project?

The complete file for this project is available for public inspection; please contact the project planner listed above to make necessary arrangements.

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

Comments or objections to the project can be made by writing or through e-mailed testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565.

Comments can be submitted via email to meetingcomments@ci.pittsburg.ca.us.

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

ALICE E. EVENSON, CITY CLERK
CITY OF PITTSBURG

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 regular meeting of the City Council for May 18, 2020 will be conducted telephonically 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. Planning Commissioners will be participating telephonically and will not be physically present in the Council Chamber.

Comments on this item can be submitted via email to:
meetingcomments@ci.pittsburg.ca.us

If you wish to have your comments read to the Planning Commissioners during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. If your comment is for a non-agenda item, indicate "FOR PUBLIC COMMENT – NON-AGENDA." Comments that you want read to the Commission will be subject to the three minute time limitation (approximately 350 words). Written comments that are only to be provided to Commission and not read at the meeting will be distributed to the Commission prior to the meeting if received by 5:00 p.m. the date of the meeting. Comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

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



City of
Pittsburgh

Model Water Efficiency Landscaping
Ordinance (MWELLO)
May 18, 2020

Background



In 2015, due to drought:

Governor's Executive Order B-29-15 (4/1/2015):

- Directed DWR to update State MWELO
- 2015 MWELO in effect December 1, 2015



Applicability



Current (2010): Creation or rehabilitation of 5,000 or more sq. ft. of landscaping area in a single lot in residential zones

2,500 or more square feet of landscaping across two or more lots located in all other zones

Revision (2015): Apply to all projects containing 500 or more square feet of new irrigated landscape area, or the replacement of more than 2,500 square feet of irrigated landscape area

Submittal Requirements



Current (2010):

- Submittal of a Landscape and Irrigation Plan
- Show location of hydrozone boundaries
- Provide a soils analysis
- Provide a landscape allowance worksheet
- Allows for a 'preliminary landscape plan' submittal

Revisions include (2015):

- Showing location of rain harvesting, graywater, or recycled water irrigation systems
- Removal of preliminary landscape plan submittal

Water Budget Calculations



Current (2010): Uses the Maximum Applied Water Allowance (MAWA), which calculates the maximum amount of water that can be used for irrigation based on the amount of landscape area and geographic climate

Revisions include (2015): Will continue to utilize an increased water budget allowances by giving credit for high-efficiency irrigation devices (such as drip emitters and bubblers)

Water Efficient Landscaping Standards



Current standards were developed in 2010 to encourage best management practices for water efficiency:

- Parking lot landscape design standards
- Overhead irrigation standards
- Use of soil amendments

Revisions include (2015):

- Increase percentage of mulching requirements
- Adding graywater system standards
- Adding grading design for stormwater management and rainwater retention

Prescriptive Landscaping Standards



Added streamlined checklist of landscape standards

Must have an aggregated area of 2,500 sq. ft. or less

Standards include:

- incorporating compost,
- limiting plant water use,
- adding mulch,
- limiting turf area,
- and requirements for irrigation systems

Reporting Requirements



An added requirement of Annual Reporting (2015):

- Provide permit statistics on applicable projects
- List description of enforcement
- List barriers to enforcement

As of January 31, 2020, the City has submitted all past due Annual Reports and is in compliance

Recommended Actions



City Council move to introduce, waive further reading, and pass to second reading the attached ordinance amending PMC Title 18.84, Article VII, “Landscaping, Irrigation and Hydroseeding.”



**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 Minute Order Approving City Goals and Priorities for Fiscal Year 2020-21

MEETING DATE: May 18, 2020

EXECUTIVE SUMMARY

On April 13, 2020, the City Council held a public workshop to discuss goals for fiscal year (FY) 2020-21. During the workshop, staff responded to questions and received comments from City Councilmembers and developed a final draft list of goals and priorities for the upcoming fiscal year. Staff is recommending the City Council adopt the proposed City Goals and Priorities for FY 2020-21.

FISCAL IMPACT

There is no fiscal impact from adoption of the attached City Goals and Priorities for FY 2020-21. However, it should be noted that the goals and policies adopted as part of the recommended action are intended to inform and guide financial decisions during the upcoming budget process and throughout the upcoming fiscal year.

RECOMMENDATION

City Council move to adopt the attached list of City Goals and Priorities for FY 2020-21 by minute order.

BACKGROUND

Each spring, the City Council works with staff to develop a list of Department or Division goals and priorities for the coming fiscal year which support the principal goals noted above. As previously mentioned, on April 13, 2020, the City Council held a public workshop, where staff provided the City Council with a review of progress made on goals adopted for FY 2019-20 and previewed proposed goals for the upcoming year.

Staff, based on comments received from the City Council, has identified five principal goals for the upcoming year, which include:

- Prioritizing public safety, health, and welfare in the City Budget and when reviewing projects;
- Improving public facilities and infrastructure, and increasing beautification of City maintained areas;
- Continuing economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses;
- Increasing efficiency of City operations and services through technology and streamlined processes; and
- Improving the quality of life for all Pittsburg residents.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The attached City Goals and Priorities for FY 2020-21 incorporate comments received from Council members during the public workshop and are proposed for adoption by the City Council. As mentioned above, these goals and policies are intended to inform and guide financial decisions during the upcoming budget process and throughout the upcoming fiscal year.

Based on the comments received from the City Council, staff has taken a distinctly different approach to creating and proposing goals for the upcoming year (and possibly for year's beyond): the proposed goals within the attached document are intended to identify those areas where staff seeks to markedly improve City operations, build upon the successes of City departments, and address the ongoing and emerging needs of the community. As such, staff has not included any goals which reflect or are otherwise consistent with the work staff is already undertaking or requirements that have otherwise been adopted or institutionalized. Each departmental goal includes implementation strategies that describe the tasks each department or division will undertake as part of the effort to achieve the stated goal. Notable changes are listed within Attachment 2 of this report.

It should be noted that, due to the COVID-19 pandemic and assumed impacts on the upcoming fiscal year's budget, certain goals may have an extended implementation timeline beyond the FY 2020-21; however, many of the goals have been designed as medium- to long-term strategies that are intended to be implemented over a 3-5 year period.

ATTACHMENTS:

1. City Goals and Priorities for FY 2020-21
2. Staff presentation

Report Prepared By: Jordan Davis, Assistant to the City Manager



City of
Pittsburg

Fiscal Year 2020-2021 Citywide Goals

MAY 2020

City Council

Jelani Killings, Mayor

Merl Craft, Vice Mayor

Holland Barrett White

Shanelle Scales-Preston

Juan Antonio Banales

City Clerk

Alice Evenson

City Treasurer

Nancy Parent

City Manager

Garrett Evans

Assistant City Manager

Fritz McKinley

City Attorney

Donna Mooney

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CITYWIDE GOALS	
Public Safety.	<i>Prioritize public safety, health, and welfare in the City Budget and when reviewing projects.</i>
Public Infrastructure.	<i>Improve public facilities and infrastructure and increase beautification of City maintained areas.</i>
Economic Development.	<i>Continue economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses.</i>
Efficiency.	<i>Increase efficiency of City operations and services through technology and streamlined processes.</i>
Quality of Life.	<i>Improve the quality of life for all Pittsburgh residents.</i>

CITY ATTORNEY

CA-1: Provide thorough and timely legal advice to minimize legal risk to the City.

Related City Goal: Prioritize public safety, health, and welfare in the City Budget and when reviewing projects.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Implementation Strategy: Inform the City Council and City Manager of legal risks associated with policy options or Council actions. This objective will help the City Council make informed decisions and reduce the likelihood the City may face litigation. Long term, the City will reduce the number of lawsuits resulting from Council decisions to zero.

Implementation Strategy: Provide drafting and negotiation assistance for complex transactions. Doing this will help ensure protection the health and welfare of its population, as well as the financial well-being of the City. As part of this objective, the City Attorney's Office will review and respond to requests for legal review of contracts, agreements, or other documents same business day, or within three business day depending on complexity.

Implementation Strategy: The City will seek to reduce its government claims portfolio and ongoing litigation. To achieve this, the City Attorney's Office will conduct semi-annual meetings with Police and Public Works. Long term, the City can expect to see a continuing decrease, or no increase, in claims made against the City and litigation related to assertions of dangerous conditions of property, and police-related claims.

CA-2: Provide legal information and training on laws.

Related City Goal: Prioritize public safety, health, and welfare in the City Budget and when reviewing projects.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Implementation Strategy: Along with the City Manager's Office, provide semi-annual workshops regarding hot-button legislation that may impact the City. The City Attorney's Office will help to identify new laws that significantly effect operations, major projects, or have budgetary implications, and help present an overview of legislation. Achievement of this objective will help the City Council make informed

decisions, and long term, will help the City implement proactive measures to protect against unforeseen impacts.

Implementation Strategy: The City Attorney's Office will hold workshops with the Planning Commission regarding findings required for land use entitlements, and laws concerning conditions of project approval(s). By helping educate the Planning Commission on what findings must be made for certain types of applications, some projects will experience faster review processes. In some instances, removing unnecessary continuances may reduce review time by 15-30 days.

Implementation Strategy: Since the hiring of an in-house City Attorney in fall 2018, the City Attorney has held numerous trainings for staff regarding the contracting process, the Public Records Act, records retention law, and new housing laws. The City Attorney's Office desires to keep up proactive legal services, including opportunities for training, in order to better incorporate best practices in City services and improve the accuracy and efficiency of service delivery. The City Attorney's Office will evaluate training gaps and develop and implement proactive outreach policies for internal staff. In order to reduce legal risk and provide equitable, effective, and efficient services, the City Attorney's Office will develop and implement proactive outreach policies and provide City Attorney's Office trainings of 8 hours.

CITY CLERK/RECORDS AND COUNCIL SERVICES

CC-1: Ensure the City is maintaining and providing transparency and optimal public service.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Implementation Strategy: Stay abreast of rules, regulations, and best practices regarding social media to help the City maintain compliance.

Implementation Strategy: Review process for recruitment of commission vacancies.

Implementation Strategy: Identify and analyze Code for America resources for multiple projects.

CC-2: Utilize technology to enhance transparency and public participation in City Council meetings.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Implementation Strategy: Partner with CCTV to install and begin closed captioning for broadcast of

meetings. This will ensure the City is compliant with newly established Federal ADA regulations. This project should be complete by fall 2020.

Implementation Strategy: Work with the IT Department to develop a request for proposal for upgrades to the Council Chamber audio system. RFP to be complete in fall, with project to begin in spring 2021.

Implementation Strategy: Assess video quality and potential improvement to video services for all public meetings.

COMMUNITY DEVELOPMENT

CD-1: Complete long-range planning efforts to establish a road map for development and land use in the future and identify funding sources to support future planning and construction projects.

Related City Goal: Improve public facilities and infrastructure and increase beautification of City maintained areas.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Implementation Strategy: Complete the Comprehensive General Plan Update. As part of this effort, identify vacant and underutilized areas of the City and land use alternatives. By accomplishing this objective, the City can promote redevelopment of these areas by identifying alternative land uses that would induce reinvestment and reduce blight, as well as meet its prescribed housing planning goals. Redeveloped areas could potentially result in one million square feet of commercial or industrial development and 1,000 housing units.

Implementation Strategy: Complete development of objective design standards for multi-family housing and mixed-use projects. Development of these standards will ensure quality development for projects undergoing design review, as well as projects streamlined under state law, by providing easily identifiable and transparent criteria that will help staff review projects more quickly and developers meet City design standards at the onset of a project application. By removing the subjectivity from the residential design review process, staff time spent on applications will be reduced and application processing times will also be reduced by at least 30%.

CD-2: Ensure the provision of safe and reliable public facilities and infrastructure through the long-range planning and completion of Capital Improvement Program (CIP) projects.

Related City Goal: Improve public facilities and infrastructure and increase beautification of City maintained areas.

Implementation Strategy: Compete for federal, state, county, and private foundation grants to support capital projects, facility enhancements, and long-range planning, and minimize general fund spending, by leveraging local funds and existing efforts such as the Capital Improvement Program and General Plan update. Grants and other outside funding will total \$700,000 per year.

Implementation Strategy: Seek out innovative techniques to reduce costs and extend the reach of scheduled capital projects for Pavement Management, Street Maintenance, Street Lighting and Traffic Signal Modifications where possible, to extend the useful life and improve safety and efficiency of City roadways. Currently, 17.3 miles of roadway along designated truck routes are in need of pavement maintenance or repair that can extend its useful life by 7 to 15 years.

Implementation Strategy: Identify solutions to help reduce traffic delays along State Route 4 and major arterials during commute hours, such as the effectiveness and feasibility of adaptive traffic signals for the City's major corridors.

Implementation Strategy: Identify and carry-out projects for traffic calming and improved safety for pedestrians and cyclists and develop a strategy to educate parents, students, and other residents on street safety to reduce total bicycle and pedestrian accidents and injuries. Seek to reduce total bicycle and pedestrian accidents by 50 percent.

CD-3: Create more transparency, predictability, and efficiency for new development proposals.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes

Implementation Strategy: Update the City's Accessory Dwelling Unit ordinance to comply with state law and develop/provide prototype plans for ADU's to assist their development. By ensuring consistency with state law and providing pre-approved plans, the City will encourage the development of ADUs, which have become a popular alternative to allow senior residents to age in place, help homebuyers finance the purchase of homes, and provide affordable housing within single family neighborhoods, creating mixed income communities. ADUs are considered a moderately affordable housing type and with streamlined processes and preapproved building plans in place, it is estimated that staff review time for ADU applications can be reduced by up to 75%. It is also expected that the number of ADU applications received will at least double in the first year, thereby increasing the amount of moderately affordable units available to Pittsburg residents.

Implementation Strategy: Facilitate change from Level of Service to Vehicle Miles Traveled standard for project specific CEQA review. By doing such, the City will ensure consistency with State of California statutory requirements (SB 743) and help to streamline the environmental review for new projects proposed in areas that are more transit accessible. This will also provide prospective developers with more certainty when assessing the costs and challenges associated with large project development and could reduce review time by 50%.

Implementation Strategy: Inspect 10 percent of City's rental housing stock through Residential Rental

Inspection Program to ensure continued review of enrolled properties and to ensure safe housing for tenants.

COMMUNITY SERVICES

CS-1: Provide services and housing opportunities that improve the quality of life for Pittsburgh residents.

Related City Goal: Improve the quality of life for all Pittsburgh residents.

Implementation Strategy: Administer the CDBG Program and oversee the subrecipients' use and effectiveness with the program. At a minimum, subrecipients receiving funding should achieve 80% of their goals and drawing down 100% of its funding. Examples of the types of services and programs provided by subrecipients are focused on the homeless, victims of abuse, legal counseling for seniors, medical care for low income families, and meals for low income families. A long-term goal is to employ and/or house 10% of the homeless in the community by 2025. During the fiscal year, staff will meet with the CDBG Subcommittee to explore potential activities and consider drafting a Request for Proposal (RFP) for a qualified provider to administer the potential activities.

Implementation Strategy: Establish the Digital Office for New Americans website. Continue to update the website with relevant information. Seek grant funding, create partnerships, and participate in and host events to support the program and expand outreach efforts, with the goal of assisting 30 Pittsburgh residents. Assistance include but are not limited to legal help with various immigration forms and providing resources and know your rights information. Staff will conduct a community survey to assist with development of programs and services that will address immigration concerns. The long-term goal is to help 50 community members awaiting citizenship become citizens by 2025.

CS-2: Assist in the development of mixed income housing.

Related City Goal: Improve the quality of life for all Pittsburgh residents.

Implementation Strategy: Provide a subsidy to enable the construction of affordable housing within a market rate development, thereby creating mixed income housing. A study will be conducted to assess the effectiveness of Accessory Dwelling Units (ADU) in providing affordable housing options.

Implementation Strategy: Provide housing rehabilitation loans to qualified households to preserve the housing stock. At a minimum, issue 3-5 loans per year for the next five years. The loans are used for qualified improvements such as a new roof, ramps for the disabled and seniors, and ADA improvements

for a bathroom. Long term, this effort will result in the reinvestment of blighted neighborhoods, protect property values, and provide safe and sufficient housing for low income individuals, while reducing code enforcement activities at these properties by 10%.

Implementation Strategy: Provide housing to as many families as possible with the funding received from HUD through the Section 8 program, and encourage property owners to participate in the Section 8 program so that there is a sufficient inventory of housing available to meet all types of needs. A workshop will be conducted to educate Section 8 program participants on the home ownership process. The City currently provides Section 8 assistance to approximately 1,000 families. It is the City's goal to house 10 persons or families per year from the waiting list, pending HUD funding. Long term, providing stable housing will protect against increasing homelessness and reduce at-risk youth by giving them a sense of place, a community that provides resources for youth development so that they can grow to be a confident, contributing member of the community.

CS-3: Seek and develop energy opportunities and provide reliable service at competitive prices.

Related City Goal: Improve public facilities and infrastructure and increase beautification of City maintained areas.

Related City Goal: Continue economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses.

Implementation Strategy: Develop a strategy and financial plan for serving new and existing electric load through Pittsburg Power Company within and adjacent to the City of Pittsburg. PPC, via Island Energy, currently serves 21 GWH of annual electric load on Mare Island. By acquiring transmission and distribution assets within the City limits, PPC could potentially serve an additional 40 GWH/year (or more) of electric load at rates 2-3% below that of PG&E. Long term, this could increase PPC gross revenues by up to \$11.5 million annually, with up to 10% of which could be used to fund additional community activities and programs.

Implementation Strategy: Invest in strategic capital projects that seek to upgrade electrical facilities to ensure reliable service, while continuing to provide electric and gas service at competitive rates to Island Energy customers. By achieving this objective, current industrial customers will expand operations, and additional large-scale industrial users will be attracted to Mare Island, further increasing the service load. IE currently serves an annual load of approximately 2.5MW on average (commercial / industrial), and has the infrastructure capacity to serve up to four (4) times that load. By serving an additional 50% load, PPC would expect to see an additional \$2.9 million in annual gross revenues.

Implementation Strategy: Explore the feasibility of a City-operated Internet Service Provider (ISP).

ECONOMIC DEVELOPMENT

ED-1: Develop an Economic Development Plan to guide the City for the next 5-10 years.

Related City Goal: Continue economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses.

Implementation Strategy: The development of the Plan will be a collaborative effort with staff, City Council, community leaders, educators, and businesses providing feedback.

- Hold workshops with the City Council and Economic Development Subcommittee on the draft Economic Development plan. These meetings may include one or more workshops with the entire City Council, as well as monthly meetings with the Economic Development Subcommittee with a standing agenda item to discuss plan development during the drafting period.
- Hold a series of roundtable discussions with the leaders within various industries and business support organizations. To support business retention, identify the five most pressing issues impacting the viability of existing businesses in Pittsburgh. To expand the City's employment and tax base, identify the five most impactful actions to attract new small- and medium-sized employers. These discussions will help mold the policies of the Economic Development Plan to ensure they support existing and future businesses.
 - Each roundtable will include at least one representative from either a specific industry or business size (small, medium, or large), or an industry expert.
 - Participants will be invited to present information on their industry or field of expertise, including future challenges, industry evolution, and workforce and infrastructure needs.
 - Participants will answer questions and provide feedback. These discussions will be used to develop targets and/or strategies within the Economic Development Plan.

Implementation Strategy: The City is uniquely positioned to house industrial users and startup businesses; its proximity to Silicon Valley, relative affordability, and location of underutilized industrial areas near State Route 4, public transit, and a variety of housing options will allow the City to attract users looking to expand operations or own their sites, which may in turn induce further investment in infrastructure and personnel. As part of the Economic Development Plan, staff will identify strategies for promoting these amenities and attracting new businesses.

- Continue to support existing business clusters, including but not limited to food manufacturing/processing.
- Identify, analyze, and target business sectors that will continue to grow and be sustainable in the 21st Century. Target sectors would include those that support or could be supported by existing clusters and that provide skilled jobs, opportunities to scale-up the workforce, and a living-wage. These types of users may include research and development of different kinds, autonomous

infrastructure innovation, and advanced or value-added manufacturing, as well as small-scale shared, “maker spaces.” Support development of vertically integrated businesses to increase operational efficiency.

Implementation Strategy: Research potential development of a program to complement Future Build that would focus on tech-centered skills, such as coding.

Implementation Strategy: As a result of the COVID-19 pandemic, many existing businesses will be reevaluating their operations and planning for future force majeure events that may have similar impacts. The Economic Development Plan should include strategies to help businesses plan for unforeseen events and include actions that may be undertaken to help businesses affected by COVID-19 retool and rebuild.

ED-2: Foster a business climate that is competitive with other cities in the region while supporting existing businesses and attracting new businesses.

Related City Goal: Continue economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses.

Implementation Strategy: Support and retain existing businesses by identifying and addressing issues affecting business operations, such as employee recruitment, training, and small business financing. As part of this effort, the City will hold 1-on-1 meetings with businesses to solicit feedback, and identify assistance programs and resources, particularly financial or those related to workforce development, that allow for existing small businesses and startups to grow. As part of this objective, the City will meet with 20 small businesses each year for onsite visits and provide virtual check-ins to another 20.

Implementation Strategy: Enhance the vitality and aesthetic value of existing shopping centers. To achieve this goal, staff will form a multi-departmental team to review the state of existing shopping centers and identify signage and property maintenance issues and work with property owners and managers of commercial and industrial areas to process and expedite entitling façade and landscaping improvements for multi-tenant shopping centers. For smaller centers, the City can help owners identify funding mechanisms to undertake façade and/or landscaping improvements. By completing this effort, the City will review a minimum of three shopping centers annually. The City will also conduct pre-renovation surveys with customers and seek a 50% increase in shopper satisfaction post-improvements. The City will deliver to the Economic Development Subcommittee a report on vacant tenant fees.

Implementation Strategy: Utilize Bludot or similar service to allow businesses to better communicate with staff within multiple departments and provide ongoing updates from the City’s Economic Development team. Through a variety of mechanisms, provide Economic Development Subcommittee agendas to business contacts, and encourage their participation.

- Include a standing agenda item for business owners to provide the Subcommittee with feedback, including through prerecorded video messages or remotely.
- Explore holding meetings earlier in the day when many business owners are working, but customers are minimal and standardize the meeting time(s) to allow business owners to schedule their attendance.

ED-3: Identify trends in employment needs and skill development in order to scale up workforce and prepare residents for job opportunities.

Related City Goal: Continue economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses.

Implementation Strategy: Partner with educational institutions, local and regional business advocacy groups, and local businesses to identify target skill and education needs. The City will convene a working group with LMC to identify and address workforce development needs and required skills, as well as programs for teens and young adults, and explore potential links between businesses, LMC, and other educational institutions for curriculum and internships that support the needs of local industries.

- To increase participation and effectiveness, assess possibility of utilizing online learning.
- In collaboration with PUSD, programs should provide avenues for workers without high school diplomas or GEDs to obtain necessary educational requirements prior to enrollment to ensure they are not preempted from participating.

Long term, this objective will result in a 100% increase in the number of local youth and young adults hired by Pittsburgh businesses after completion of respective programs.

Implementation Strategy: Invest in programs that train youth, young adults, seniors, English language learners, reentry, and other populations in local industries, strengthening both the community and the local economy, and continue to partner with Future Build to provide target populations with skills necessary for modern construction jobs. Long term, these programs will help to create opportunities through programming for young people to enhance self-esteem, self-confidence, lifetime leisure skills, and connectedness to the community. By completing this objective, the City will invest in programs that train and employ 25 persons within the target populations annually.

ED-4: Identify strategies for bringing additional commercial and job opportunities to underutilized areas of the City.

Related City Goal: Continue economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses.

Implementation Strategy: Identify areas of the City that are equipped to serve businesses in their current state and establish programs, policies, and strategies that will support and/or streamline privately funded redevelopment and allow for flexibility in uses. As part of this objective, the City will identify opportunities to attract desirable industries, and determine if these elements are present in Pittsburgh and how they can be added or strengthened. Achieving this objective will result in a reduction in staff review time from potentially 8 months to 30 days.

Implementation Strategy: Promote availability of existing vacant/underutilized land and building spaces

for targeted uses, and establish a list with size, zoning, ownership, broker representation, and contact information. Create a promotional document that includes demographic and employee characteristics, location of available land area, and site-specific maps and building locations, and opportunities for adaptive reuse of existing buildings. Long term, the City will target occupancy of 10 currently underutilized sites.

Implementation Strategy: In order to better assess size and needs of business, continue to gather additional information on businesses within the City. Utilize surveys of local businesses to gather data on employment statistics, ownership information, practices, and future plans. Long term, the City will obtain ownership, employment, and operations data on the 100 largest businesses in the City.

ENVIRONMENTAL SERVICES

ES-1: Develop municipal and community programs that emphasize sustainable and environmentally positive operations.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Related City Goal: Improve the quality of life for all Pittsburg residents.

Implementation Strategy: Develop an action plan to coincide with the General Plan Update (GPU) that identifies sustainable programs and opportunities for City and community to reduce greenhouse gas (GHG) emissions. Municipal operations currently produce an estimated 3,520 metric tons of carbon dioxide equivalent (CO₂E) emissions, while the community produces 428,563 metric tons CO₂E emissions, annually. Reduction in CO₂E emissions provides a clean, safe and healthy Pittsburg by having homes and businesses comfortable and less expensive to operate, less reliance on cars as the only form of transportation, a safe network of walking and biking to promote healthy lifestyles, and cleaner air to reduce asthma and other respiratory illnesses. Long term, the City will seek to reduce its municipal emissions by 18% compared to existing conditions, and develop strategies and policies that will help reduce community emissions by 44% compared to existing conditions consistent with the State of California's SB32 targets for the year 2030. If any new State legislation is passed for reduction targets beyond the year 2030 (for example, through the year 2045), the City will update its reduction goals accordingly.

Implementation Strategy: Establish strategies within the action plan that will help to streamline the CEQA review process. The revised CEQA guidelines require GHG emissions be analyzed for each project and recognizes the important role an action plan is in the CEQA process. The action plan will be a qualified GHG reduction plan in accordance with CEQA Guidelines Section 15183.5 and as such will incorporate growth projections associated with future development consistent with the GPU and GHG reduction measures that will help to mitigate City-wide emissions while potentially streamlining CEQA review for compliant projects. By achieving this objective, the City will ensure consistency with State of California

statutory requirements and improve the likelihood projects subject to higher levels of CEQA review properly assess and mitigate GHG impacts, protecting community health and providing developers with more certainty when assessing the costs and challenges associated with large project development.

ES-2: Create and execute a Revitalization Plan for properties in Pittsburg with US EPA Grant funding to enhance public enjoyment and reduce existing environmental contamination of the waterfront and opportunities for economic development in alignment with the General and Trust Lands Use Plans.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Related City Goal: Continue economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses.

Implementation Strategy: Conduct thorough market and environmental assessments on waterfront and Opportunity Zone brownfields, as well as extensive stakeholder outreach, to determine greatest and practically attainable uses of these sites and regions and build in flexible land use regulations that allow for innovative and streamlined economic development. The City currently estimates there are approximately 1,400 acres of brownfield sites that are not remediated, and thus underutilized. By accomplishing this objective promoting brownfield redevelopment, the City can plan revitalization for approximately 550 acres and result in approximately one million square feet of commercial or industrial development and up to 1,000 housing units.

Implementation Strategy: Provide new and enhanced existing public recreational opportunities on underutilized brownfield sites. Several sites, totaling approximately 500 acres, of brownfield areas have been identified as open space or potential public recreation opportunity, including connection to regional trail systems, regional nature preserves like the Corteva Wetlands, a community visitor's center, neighborhood or community parks, a community center, and more. By accomplishing this objective, the City can see a 10% increase in open space acreage and up to 50 acres that can be used for the recreation amenities listed above.

ES-3: Modernize Marina operations for staff and customer use to increase efficiencies, increase moorage occupancy rate, and improve safety and security.

Related City Goal: Improve public facilities and infrastructure and increase beautification of City maintained areas.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Implementation Strategy: Contract with new operating software system to manage moorage customers more efficiently and provide better customer service with on-line services platform. Currently, 370 Marina

tenants are served monthly in person by a representative from the City, with an approximately 2-3 days long wait time. Long-term, enhanced customer service will allow the Marina to serve an additional 50 customers monthly, reduce wait times by 1 day, and potentially decrease vacancy rates from 34% to 15%.

Implementation Strategy: Contract to install new gate system software and infrastructure to manage access efficiently and securely, establish new camera system and update cameras, and install new LED lighting on promenade and on all docks to improve visibility, monitoring, tracking, safety, and security throughout the Marina as well as add additional cameras. Completion of this objective will help security with the enforcement of the Marina rules and regulations and monitoring of liveaboard activity, overnight guest activity, parking lot vehicle activity, guest and vendor activity as well as provide better video footage. Long term, increasing safety and security in and around the Marina will reduce calls for service by at least one call to Police dispatch per month, increase Marina occupancy by 5%, and increase visitors within the Marina area by 50 - 100 visitors per month.

ES-4: Advocate on behalf of residents legal and public health issues concerning Keller Canyon Landfill.

Related City Goal: Improve the quality of life for all Pittsburg residents.

Implementation Strategy: Review potential pilot program for adding air monitoring stations for the community surrounding Keller Canyon Landfill with Bay Area Air Quality Management District (BAAQMD) to ensure compliance with air permit conditions and health protection of community. Monitor Land Use Permit and other legal requirements to ensure the safety of the community is prioritized such as closing front cell, visibility issues conditions, and disposal of materials from military facilities. Review guidelines for reestablishing the Local Advisory Committee for overseeing and advising on community issues related to impacts from Keller Canyon Landfill.

FINANCE

FI-1: Establish financial planning models, reporting and controls to help manage short- and long-term business strategies of the City, including but not limited to investments, cash management, internal risk management, municipal finance, auditing and accounting for the City's financial affairs and the Fiscal Sustainability Ordinance.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Implementation Strategy: Produce and present to the City Council the projected fund balance spreadsheet to be presented to the Finance Subcommittee for each budget and mid-year budget review

or as requested based upon changing conditions in the economy. Long term, the projected fund balance spreadsheet will help the City reduce its use of fund balances to 0%, leaving the minimum of 30% for the funds subject to the City's Fiscal Sustainability Ordinance, without the use of property to achieve the 30%.

Implementation Strategy: Produce and present to the City Council the quarterly investment report to the City Council showing the City is following the cash flow requirements of State law. Long term, a more proactive strategy to guide investments will lead to a .10 basis return higher than benchmark.

Implementation Strategy: Produce and present to the City Council the Risk Management Log by fiscal year, showing active litigation for both Liability and Workers Compensation Claims. The litigated cases will be updated quarterly for the City Attorney to review and report to the City Council. Long term, the use of the Risk Management Log will reduce the number and duration of active litigation cases by 2%.

HUMAN RESOURCES

HR-1: Ensure that employees are provided with a work environment that encourages growth, development, and engagement and fosters retention through quality organizational training programs.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Implementation Strategy: To accomplish this objective, the City will facilitate an internal learning program to provide relevant training and development opportunities for City staff that will provide a 90% overall satisfaction rate from both participants and their supervisors/managers for the attainment and application of enhanced skills in the workplace. Long term, this will help strengthen and maintain leadership competencies and build skills for successful job performance and promotability and lead to a 100% pass probation rate of promoted employees.

HR-2: Promote the City as an attractive employer to secure highly qualified applicants for vacancies and retain those employees.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Implementation Strategy: The City will conduct biannual market analysis of salaries and benefits with comparable public agencies to proactively address issues of inequity for internal alignments of compensation. Long term, this will increase employee retention and enhance recruitment abilities, leading to positions being filled more quickly, reducing downtime or strain on other employees.

Implementation Strategy: Approach each recruitment with a custom plan of outreach and advertisement designed to target skilled candidates that reflect the diversity of our community, and increase visibility on social media platforms to include a job focus for positions that are more difficult to recruit with spotlights of individual employees and their contributions to this community and insight into various City departments to increase the awareness of the services that our employees provide to Pittsburgh. Current recruitments take an average of 45 days from start to eligibility list; the City will strive to fill vacant positions within 40 days to maintain service levels.

Implementation Strategy: Facilitate an employee benefits outreach program designed to ensure that employees are aware of the City's comprehensive benefits with open enrollment fairs, health & safety events, on-site meetings with benefit providers, and wellness activities with an employee participation increase of 10%. Long term, these strategies will increase employee retention and reduce employee turnover rate by 50%.

POLICE DEPARTMENT

PD-1: Establish proactive crime reduction strategies and utilize available data to identify priority enforcement areas.

Related City Goal: Prioritize public safety, health, and welfare in the City Budget and when reviewing projects.

Implementation Strategy: Evaluate the deployment of officers in the community on a monthly basis to optimize police presence in areas identified as higher-crime areas through available data, including theft, burglary, robbery and all violent crime. Crime data provides real-time information on crime trends which allows for the strategic application of targeted enforcement, such as having a greater visual presence or saturation in a specific area. By accomplishing this objective, the City expects a reduction in these types of crimes.

Implementation Strategy: Identify and combat violent crime involving gang activity through specialized enforcement. Utilizing officers with specific expertise in gang culture and behavior will allow for a greater impact. The Police Department anticipates these efforts to curb gang activity will result in a reduction in gang related violent crime, such as robberies and shootings. Long term, the Police Department also believes these efforts will reduce the overall gang initiation among youth in the community.

Implementation Strategy: Provide internal and external education of human trafficking and related crimes. This would include providing officers with advanced training on identifying victims of human trafficking. It would also include training from the School Resource Officers within the schools to educate student on indicators and methods criminals use to lure young people. The Police Department anticipates these efforts will result in a reduction in victimization of human trafficking and related crimes.

Implementation Strategy: Continue to develop a pilot program to reduce big box commercial shrinkage.

This will help protect the viability of multiple large businesses in the City and help create a more enjoyable and safe shopping experience. Overall, the Police Department will work to implement the program at three retailers.

PD-2: Develop a strategic plan to evaluate Police Department operations, guide department activities, and utilize technology to improve overall efficiency.

Related City Goal: Prioritize public safety, health, and welfare in the City Budget and when reviewing projects.

Implementation Strategy: As part of Strategic Plan Development, the Police Department will identify youth-oriented programs that seek to address at risk youth and provide intervention as necessary. By implementing this objective, the Department will expect to see a long-term reduction in violent and non-violent crimes committed by minors.

Implementation Strategy: As part of Strategic Plan development, the Police Department will prepare an overall organizational Succession Plan. The Succession Plan will provide direction on ensuring personnel are ready to lead the Department in the future. Long term, this will improve officer retention and allow the City to maintain experienced personnel.

Implementation Strategy: Utilize an independent auditor to provide an unbiased review of Department programs, such as a new officer Field Training Program and make recommendations on program modifications that will enhance success. Long term, program enhancements will be gauged on crime reduction success, community engagement, or voluntary compliance, as applicable.

Implementation Strategy: Implement employee wellness mobile application to allow for resources related to the overall health and welfare of staff. The application provides detailed information on resources available for employees. Long term, this will improve officer retention and availability by reducing paid leave.

Implementation Strategy: Explore technology for officers that would reduce the time required for report writing. Officers currently spend approximately 4 hours per 10-hour shift drafting reports. Achieving this objective will allow the officers to remain focused on crime prevention.

PD-3: Develop a strategic plan to evaluate Police Department operations, guide department activities, and utilize technology to improve overall efficiency.

Related City Goal: Prioritize public safety, health, and welfare in the City Budget and when reviewing projects.

Related City Goal: Improve the quality of life for all Pittsburgh residents.

Implementation Strategy: Develop additional venues for forums to promote communication with groups in the community. Providing the opportunity to interact with Department members in these forums allows for direct feedback, while frequent check-ins with the various groups in the community will keep communication consistent. These groups include the school districts, faith-based groups, and non-governmental organizations that provide services in the community.

Implementation Strategy: The Department will continue to provide information and allow for feedback on all social media platforms and will place enhanced emphasis on utilizing social media for educational programs and community interaction. As part of this effort, develop partnerships for community-led messaging that seeks to reduce crime and violence throughout the City. Using these platforms to share information as well as accept feedback provides the opportunity for additional, wide-ranging engagement. The Department will also explore all technology that allows for community interaction and evaluating the services provided by the department.

PUBLIC WORKS

PW-1: Improve maintenance and operational efficiency throughout the park system by implementing a Citywide Landscape Plan.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Related City Goal: Improve the quality of life for all Pittsburg residents.

Implementation Strategy: Create and present to City Council a Citywide Landscape Plan that will detail park facilities, landscape, cameras, signage and maintenance. As part of this effort, evaluate existing lighting conditions in the parks and adjust to appropriate levels for the safety of patrons and earmark locations for additional lighting for future projects. Cameras shall be installed in all parks to ensure a safe environment for all community members utilizing the parks. Long term, the Landscape Plan will be utilized to help increase efficiency of staff and resources within the Citywide Park System.

PW-2: Complete Annual Water Loss Audit of the water treatment and distribution system as well as customer meters to identify areas of loss or inaccuracies.

Related City Goal: Increase efficiency of City operations and services through technology and streamlined processes.

Implementation Strategy: Initiate and implement a customer meter accuracy testing program of 1%-2% of the small and large water meters in the water distribution system to improve meter inventory accuracy.

Staff will have the ability to pinpoint water leaks in the system and reduce water loss of the system by 3% annually.

Implementation Strategy: Conduct meter accuracy tests annually on the two master production meters at the Water Treatment Plant and 8 of the large water meters in the water distribution system. Utilize data to identify areas of higher loss and provide for long term planning of strategic water system repairs and maintenance and reduce water loss by 3% annually.

RECREATION

REC-1: Provide high quality recreational programs and services throughout the community that provide fun, educational, accessible and safe environments for people of all ages and abilities.

Related City Goal: Improve the quality of life for all Pittsburg residents.

Implementation Strategy: Recreation activities should be available and responsive to the needs of different age groups, cultural backgrounds, and social economic status. By accomplishing this objective, staff will provide a broad range of recreational activities from pre-kindergarten to seniors.

- Provide new recreational sports programs for all ages including Junior High Powder Puff league, youth and adult flag football, tiny-tots “Fun Fitness,” Yoga for All, and more.
- Continued active, healthy and engaging programs at the Pittsburg Senior Center to include meals, dances, health and fitness, knitting, computer classes, and self-help.
- Define purpose and goals for a potential youth leadership program and encourage youth to take an active leadership role by participating in visioning workshops and working with existing Commissions and Subcommittees on any youth-oriented projects.
- Provide a variety of community events throughout the City including Car Shows, cultural Festivals, First Fridays, and other family friendly events

The above programs will encourage healthy bodies, cooperation with others, and understanding the strength in diversity. Long term, more residents will participate in programs and attend events by 10-15% and volunteer with local non-profits or other community organizations.

Implementation Strategy: Provide a full range of programs and activities to address community needs, such as health and fitness. By accomplishing this objective, staff will encourage active, healthy lifestyles. The sports program will provide fitness for the youth and healthy eating classes at the senior center will encourage weight management. The two programs will assist in reducing childhood obesity and adult obesity within the community. Long term, smoking and vaping use by residents will go down due to healthier lifestyles.

Implementation Strategy: Support arts and crafts, public art projects, classroom instruction in music and

dance, physical conditioning and health care. Provide meeting facilities and other program activities for all cultural, age, physical and mental capability, and income groups in the community. By accomplishing this objective, staff will encourage artistic development in Pittsburg. Not all recreational programs are sports related, classes and programs such as anime sketch classes, youth performance showcases, Art in the Park, multimedia, and youth theatre in partnership with PACF and the California Theatre. By emphasizing arts, music and dance, the City will see a 15% increase of local art shows at the OTAC and 10% of local dance performances at the California Theatre.

Implementation Strategy: Continue to provide a safe and active environment for our 50+ residents. By accomplishing this objective, staff will see a rise in the spending habits of this critical population. Over 18.2% of the Pittsburg community is between 50 and 64. This typically is a segment of the community with disposable income and a desire for more activity. Long term, a 5% increase in sports like pickle ball, yoga, and line-dancing will encourage this segment.

REC-2: Foster collaboration, coordination, and partnerships throughout the community.

Related City Goal: Improve the quality of life for all Pittsburg residents.

Implementation Strategy: Continue to foster relationships with other city, state and federal entities; other city departments; non-profit organizations; boards, commissions, and neighborhood groups. Offering programs and classes in partnership with organization like First 5 Contra Costa, an organization focused on making sure primary children ages 5 and under are healthy and ready to learn. By collaborating with First 5 Contra Costa, school children will be better learners. Long term, educational proficiencies and job opportunities will increase for the more educated population.

Implementation Strategy: Promote the “Parks Make Life Better” campaign and other such community events and activities that support parks and programs. There are 27 parks and over 100 events or activities each year in the park system. These programs and activities include: Eats and Beats Food Trucks, Farmers Markets, Car Shows, Music in the Park, sports programs, festivals, STEM Week, Wipe Out Wednesdays, community clean-ups, and more. Actively marketing the “Parks Make Life Better” campaign will increase the publicly available events in the park system by 10%. Long term, the more recreational activities in the park system will allow for a reduction in obesity levels in Pittsburg.

REC-3: Employ an ongoing system of organizational evaluation.

Related City Goal: Improve the quality of life for all Pittsburg residents.

Implementation Strategy: Conduct periodic program surveys and studies. The department has 5 full time employees, 38 seasonal employees, and serves approximately 50,000 users annually. The demands for

appropriate and engaging programming is constantly evolving. The surveys will lead to the elimination of the lowest 5% of programming and replace it with new, preferred programs. Long term, the department will be more engaging and see a 10% increase in participation.

Implementation Strategy: Conduct a bi-annual departmental self-assessment. The department has 5 full time employees, 38 seasonal employees, and serves approximately 50,000 users annually. The demands for appropriate training for all recreation staff is constantly evolving. Long term, a better trained department will provide for increased quality of programs and activities.



City of Pittsburg

FY 2020-21 CITY GOALS ADOPTION

5/6/2020

1

Background



- + April 13: Workshop held to discuss progress on FY 19-20 Goals
 - Staff presented highlights from 2019-20 and proposed goals
 - City Council provided feedback
 - Comments incorporated into revised goals
- + Overarching theme: focus on goals that move the City forward
 - Removed goals that reflect institutionalized policies or efforts
 - Proposed goals will guide the City for the next 1-5 years and have long-term impacts



5/6/2020

2

FY 2020-21 City-wide Goals



Public Safety: Prioritize public safety, health, and welfare in the City Budget and when reviewing projects.

Public Infrastructure: Improve public facilities and infrastructure and increase beautification of City maintained areas.

Economic Development: Continue economic development through strategic partnerships, promotion of diversified housing, and the retention and growth of new and existing businesses.

Efficiency: Increase efficiency of City operations and services through technology and streamlined processes.

Quality of Life: Improve the quality of life for all Pittsburg residents.



5/6/2020

3

Notable Amendments



- + **Removed “Balanced Budget” from City-wide goals.**
 - Policy currently practiced and institutionalized
- + **City Clerk:** Focus on staying abreast of rules and best practices for social media and transparency; recruitments for Commissions
- + **Comm. Development:** removed goals reflecting current practices; strengthened goals to proactively address infrastructure
- + **Comm. Services:** Exploring additional CDBG activities; conducting community surveys on ADUs, immigration; Section 8 home ownership program; feasibility of PPC as ISP



5/6/2020

4

Notable Amendments (cont.)



- + **Economic Development:** Added goal to develop plan to guide next 5-10 years
 - Collaborative effort between staff, City Council, community leaders, educators, and businesses
 - Hold workshops/roundtables with reps from crucial sectors
 - Grow/support existing sectors and attract new ones
 - Explore a program to complement Future Build with focus on tech-centered skills
 - Online learning, GED attainment, English language learners



5/7/2020

5

Notable Amendments (cont.)



- + **Environmental Services:** Added goal to advocate on behalf of residents concerning Keller Canyon Landfill
- + **Finance:** Removed goals reflecting institutionalized practices
- + **Police Department:** Continue pilot program addressing big box shrinkage; develop partnerships for community-led messaging
- + **Public Works:** Removed goals reflecting institutionalized practices; evaluate lighting conditions and cameras in parks
- + **Recreation:** Continue to promote public art projects



5/7/2020

6

Impacts of COVID-19



- + Goals developed using a business-as-usual scenario, which is likely to change
- + Budget implications due to reduced revenues may impact each department's ability to implement the strategies that have been identified
- + Potential for these Department goals to become 2-year goals, with a further horizon



5/6/2020 7

Recommendation



Move to adopt City Goals and Priorities for
FY 2020-21 by minute order.



5/7/2020 8

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

DATE: May 4, 2020

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

CITY COUNCIL/AGENCY MEMBERS

Jelani Killings, Mayor/Chair
Marilyn Craft, Vice-Mayor/Chair
Holland Barrett White, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, 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 May 4, 2020 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 Killings called the meeting of the City Council to order at 7:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening a Budget Workshop at 5:02 P.M.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CITY MANAGER REPORTS/REMARKS

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

COMMITTEE REPORTS

There were no committee reports.

PUBLIC COMMENT

Comments received through email from the following were read:

Sarah Foster, Pittsburg
Mark Linde, Pittsburg
Loyrisha Aucoin, Pittsburg
Daniel and Leslie Borsuk, Pittsburg

CONSIDERATION

2. Adoption of a City Council Resolution Accepting the General Plan Annual Progress Report for Calendar Year 2019

An email comment received from Sarah Foster, Pittsburg, was read which noted the need for an East County Broadband Strategic Master Plan.

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

3. Adoption of a City Council Resolution to Authorize Implementation of the Early Retirement Incentive Plan for Fiscal Year 2020/2021

On Motion by Vice-Mayor Craft, seconded by Member Scales-Preston to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

Mayor/Chair Killings asked that Item 14 be removed from the Consent Calendar for discussion.

On Motion by Member Banales, seconded by Member Craft to adopt without Item 14, and carried unanimously.

4. Minutes of April 20, 2020

5. Adoption of a City Council, Pittsburg Power Company and Southwest GHAD II Resolution Approving a List of Firms for On-Call Material Testing, Environmental, and Geotechnical Services For Capital Improvement Projects and Authorizing the City Manager/Executive Director to Enter into Agreements with Selected Firms

6. Adoption of a City Council, Pittsburg Power Company and Southwest GHAD II Resolution Approving a List of Civil Engineering Firms for On-Call Professional Engineering Services and Authorizing the City Manager/Executive Director to Enter into Agreements with Selected Firms
7. Adoption of a City Council Resolution Accepting a Grant from the State Department of Transportation for a Local Road Safety Plan
8. Adoption of a City Council Resolution Approving an Agreement with Metropolitan Transportation Commission for Traffic Signal Synchronization on East Leland Road
9. Adoption of a City Council Resolution Approving an Agreement with Metropolitan Transportation Commission for The Pavement Management Technical Assistance Program
10. Adoption of a City Council Resolution Directing the Engineer of Work to Prepare and File an Annual Report for the Citywide Landscaping and Lighting Assessment District 88-01 for Fiscal Year 2020-2021
11. Adoption of a City Council Resolution Directing the Engineer of Work to Prepare and File an Annual Report for the Oakhills Landscaping and Lighting Assessment District 88-02 for Fiscal Year 2020-2021
12. By Minute Order, Authorize Letter of Support for Solid Waste Emergency Funding Proposal
13. Adoption of a City Council Resolution Approving a Consultant Agreement with Environmental Services, Inc.

The following item was removed for discussion:

14. Adoption of a Minute Order Authorizing a Letter of Support for Senate Bill 1349 (Glazer)

On Motion by Vice Mayor/Chair Craft, seconded by Member Banales to adopt and carried by the following vote:

AYES: Banales, Craft, Scales-Preston, White
NOES: Killings

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REPORTS AND REMARKS

Member Scales-Preston wished Vice-Mayor Craft happy birthday.

Vice-Mayor Craft wished Member Scales-Preston, who shares her birthday on the

same day, happy birthday as well. She also thanked staff for working so hard during this difficult time.

Member White thanked staff for working to ensure that the City stays on a path to fiscal health and thanked his colleagues for rising to the occasion. He wished everyone a happy birthday.

Member Banales also wished happy birthday to Member Scales-Preston and Vice-Mayor Craft.

Mayor Killings acknowledged the difficult decisions ahead and thanked everyone, including staff and the community for their efforts. He also wished Member Scales-Preston and Vice-Mayor Craft happy birthday.

CLOSED SESSION

The City Council adjourned to Closed Session at 8:10 P.M. for the following item:

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell, Fritz McKinley, Brad Farmer

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 Team

There was no reportable action taken in Closed Session.

ADJOURNMENT

The City Council meeting adjourned at 9:00 P.M. May 18, 2020.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Consultant Agreement for Design of Contract 2019-01, Traffic Signal Improvement Project

MEETING DATE: May 18, 2020

EXECUTIVE SUMMARY

The City has been awarded a Highway Safety Improvement Program (HSIP) grant in the amount of \$1,065,600 for Contract 2019-01, Traffic Signal Improvement Project (the "Project") to improve traffic signal hardware at 59 signalized intersections in the City. This resolution will authorize a Consultant Agreement with TJKM Transportation Consultant in the amount of \$163,866 for design of the Project.

FISCAL IMPACT

The proposed design fee for the Project is \$163,866. Funding for the proposed design fee will be provided from the current approved Project budget \$1,110,000, which includes \$1,065,600 Highway Safety Improvement Program (HSIP) grant and a \$44,400 RMRA Funds (Fund 228) as City matching funds. A Budget Summary is attached as Exhibit "A".

RECOMMENDATION

City Council adopt the attached resolution approving a Consultant Agreement with TJKM in the amount of \$163,866 for design of the Project and authorizing the City Manager to execute the Agreement.

BACKGROUND

In January 2019, staff received notification that the City was awarded a Highway Safety Improvement Program grant to improve traffic signal hardware at 59 signalized intersections in the City.

On September 16, 2019, the City Council adopted Resolution 19-13682 accepting the \$1,065,600 HSIP grant, allocating \$44,400 from RMRA Funds (Fund 228) as matching funds, and approving a total project budget in the amount of \$1,110,000.

On November 6, 2019, staff received approval from the California Department of Transportation (Caltrans) to proceed with the design of the Project.

On February 28, 2020, Statement of Qualifications (SOQ) were received from two consultants and were evaluated by staff. TJKM was ranked as the most qualified based on materials provided. TJKM submitted a proposal in the amount of \$163,866 for design of the Project.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Statements of Qualifications (SOQs) were evaluated by staff. City Consultant Selection Committee members reviewed each SOQ, evaluated strengths and weaknesses, and independently assigned a weighted score.

TJKM was selected for design of the Project based on their familiarity with grant-funded projects, their staff expertise, and previous history of providing engineering services to the City. Staff will return to the City Council for consideration of award of a construction contract at a later date.

ATTACHMENTS: Resolution
Budget Summary
Consultant Agreement

Report Prepared By: SM Saklaen, Civil Engineer II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving a Consultant)
Agreement for Contract 2019-01,)
Traffic Signal Improvement Project)

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the City has been awarded a Highway Safety Improvement Program (HSIP) grant in the amount of \$1,065,600 for traffic signal improvements throughout the City; and

WHEREAS, the project known as Contract 2019-01, Traffic Signal Improvement Project (the "Project") will improve traffic signal hardware including signal heads, pedestrian heads, push buttons, visors, backplates, controllers, cabinets, battery backup system, and modems at 59 of the 62 signalized intersections maintained by the City; and

WHEREAS, on September 16, 2019, the City Council adopted Resolution 19-13682 accepting \$1,065,600 HSIP grant, allocating \$44,400 from Road Maintenance and Rehabilitation Account (RMRA) Funds (Fund 228) and establishing a total project budget in the amount of \$1,110,000; and

WHEREAS, on November 6, 2019, staff received notification from California Department of Transportation (Caltrans) that preliminary engineering funds were approved for the Project and the E-76, Authorization to Proceed with design, was issued; and

WHEREAS, on February 28, 2020, Statement of Qualifications (SOQ) were received from two consultants and were evaluated by the staff. TJKM was ranked as the most qualified based on the SOQ they submitted; and

WHEREAS, TJKM submitted a proposal in the amount of \$163,866 for design of the Project.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby finds and determines as follows:

Section 1.

The City Council hereby authorizes the City Manager to execute a Consultant Agreement with TJKM in the amount of \$163,866 for design of the Project.

Section 2.

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

Section 3.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of May 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Contract 2019-01, Traffic Signal Improvement Project

Project Funding

Highway Safety Improvement Program (HSIP) Grant	\$1,065,600
RMRA Funds (Fund 228)	\$44,400
Funding Total	\$1,110,000

Project Expenditures:

Design: (Code 2122)	Consultant Design	\$163,866
	Subtotal	\$163,866

Miscellaneous: (Code 1399)	Advertising	\$1,000
	Reproduction	\$1,000
	Postage	\$1,000
	Subtotal	\$3,000

Construction: (Code 2281)	Construction	\$790,000
	Construction Contingency (~10%)	\$79,000
	Material Testing	\$5,000
	Subtotal	\$874,000

Staff Time: (Code 1101)	Staff Costs During Design Management	\$15,567
	Staff Costs During Construction Management	\$19,000
	Subtotal	\$34,567

Administrative Overhead: (Code 2372)	Overhead Costs During Design Management	\$15,567
	Overhead Costs During Construction Manager	\$19,000
	Subtotal	\$34,567

Estimated Total Expenditures	\$1,110,000
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**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
[TJKM]
(Design Professionals)**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and TJKM ("Consultant") (together referred to as the "Parties") as of May 19, 2020 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Performance Period.

- a. This Agreement shall go into effect on (05/19/20), contingent upon approval by City Council and Consultant shall commence work after notification to proceed by City's Contract Administrator. The Agreement shall end on (05/19/22), unless extended by Agreement amendment.
- b. Consultant is advised that any recommendation for Agreement award is not binding on City until the contract is fully executed and approved by City.

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

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

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

Section 2. Allowable Costs and Payments. City hereby agrees to pay Consultant a sum not to exceed One Hundred Sixty Three Thousand and Eight

Hundred Sixty Six Dollars (\$163,866), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

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

- a. The method of payment for this agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved consultant's Cost Proposal, unless additional reimbursement is provided for by agreement amendment. In no event, will consultant be reimbursed for overhead costs at a rate that exceeds City's approved overhead rate set forth in the Cost Proposal. In the event, that City determines that a change to the work from that specified in the Cost Proposal and agreement is required, the agreement time or actual costs reimbursable by City shall be adjusted by agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by agreement amendment.
- b. The indirect cost rate established for this agreement is extended through the duration of this specific agreement. Consultant's Agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or agreement award.
- c. In addition to the allowable incurred costs, City will pay consultant a fixed fee that specified in the Cost Proposal. The fixed fee is nonadjustable for the term of the agreement, except in the event of a significant change in the scope of work and such adjustment is made by agreement amendment.
- d. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

- e. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- f. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, City shall have the right to delay payment or terminate this Contract in accordance with the provisions of section 8.1 Termination.
- g. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- h. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's Contract Administrator of an itemized invoice. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of section 3.1 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Administrator at the following address:

City of Pittsburg
Engineering Division
Attn. SM Saklaen
65 Civic Avenue
Pittsburg, CA 94565

- i. The total amount payable by City including the fixed fee shall not exceed (\$163,866).
- j. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by City's Contract Administrator.
- k. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice

date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60-day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

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

3.1 Equipment Purchase and Other Capital Expenditures.

- a. Prior authorization in writing by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service, or consulting work not covered in Consultant's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by City's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:
 1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If City elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

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

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from

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

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

4.4.6 Subcontracting.

- a. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subconsultants, and no sub agreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the City for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from the City's obligation to make payments to the Consultant.
- b. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Administrator, except that which is expressly identified in the Consultant's approved Cost Proposal.
- c. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted.
- d. Consultant shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Consultant by the City.
- e. Any substitution of Subconsultants must be approved in writing by the City Contract Administrator in advance of assigning work to a substitute Subconsultant.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the

negligence, recklessness, or willful misconduct of the Consultant. This Section 5.1 shall survive any expiration or termination of this Agreement.

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

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 State Prevailing Wage Rates.**
- a. No Consultant or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code

§1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

- b. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- c. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- d. Payroll Records
 - 1. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.

- b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
- 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the City.
 - c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the City Contract Administrator by both email and regular mail on the business day following receipt of the request.
- 3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
- 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Consultant or Subconsultant performing the work shall not be marked or obliterated.

5. The Consultant shall inform City of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The Consultant or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- e. When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Administrator.
- f. Penalty
1. The Consultant and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subconsultant shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the

Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:
 - a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem

wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, City shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If City determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

g. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Consultant or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

h. Employment of Apprentices

1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. Consultants and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to

apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

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

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

- a. The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- b. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual

orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultants and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- c. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- d. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.
- e. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- f. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- g. The Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will

implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- h. The Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination.

- a. This Agreement may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- b. City may temporarily suspend this Agreement, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- c. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.
- d. In the event of termination, Consultant shall be compensated as provided for in this Agreement. Upon termination, City shall be entitled

to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
 - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.5.4** Charge Consultant the difference between the reasonable cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 Retention of Record/Audits. For the purpose of determining compliance with Gov. Code § 8546.7, the Consultant, Subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

9.3 Audit Review Procedures

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.
- b. Not later than thirty (30) calendar days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- d. Consultant and subconsultant Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Contract Administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- e. Consultant's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review

recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During Caltrans A&I's review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans A&I will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Conflict of Interest.

- a. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow.
- b. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.
- c. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- d. The Consultant hereby certifies that the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

10.7 Rebates, Kickbacks or Other Unlawful Consideration.

The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually

performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

- a. The Consultant certifies, to the best of his or her knowledge and belief, that:
 1. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- c. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub-agreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

10.8 Debarment and Suspension Certification

- a. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- c. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

10.9 Cost Principles and Administrative Requirements.

- a. The Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- b. The Consultant also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- c. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to City.
- d. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

10.10 Disadvantaged Business Enterprises (DBE) Participation.

- a. This agreement is subject to 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. consultants who enter into a federally funded agreement will assist the City in a good faith effort to achieve California's statewide overall DBE goal.
- b. The goal for DBE participation for this agreement is 100 %. Participation by DBE consultant or subconsultants shall be in accordance with information contained in Exhibit 10-O1: Consultant Proposal DBE Commitment , or in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the agreement. If a DBE subconsultant is unable to perform, consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- c. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the agreement goal, or by documenting adequate good faith efforts to meet the agreement goal. An adequate good faith effort means that the consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- d. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The City, consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall

carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible

- e. A DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting City consent for the termination, consultant must meet the procedural requirements specified in 49 CFR §26.53(f). If a DBE subconsultant is unable to perform, consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- f. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the City's Contract Administrator.
- g. A DBE is only eligible to be counted toward the agreement goal if it performs a commercially useful function (CUF) on the agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the agreement is commensurate with the work it is actually performing, and other relevant factors.
- h. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In

determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- i. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- j. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultant's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- k. Upon completion of the agreement, a summary of these records shall be prepared and submitted on the form entitled, Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprise (DBE) First-Tier Subconsultants, certified correct by consultant or consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- l. If a DBE subconsultant is decertified during the life of the agreement, the decertified subconsultant shall notify consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the agreement, the subconsultant shall notify consultant in writing with the date of certification. Any changes should be reported to City's Contract Administrator within thirty (30) calendar days.
- m. Consultant After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9-

F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the City.

- n. Any subcontract entered into as a result of this agreement shall contain all the provisions of this section.

10.11 Notices. Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: TJKM
4305 Hacienda Dr., Suite 550
Pleasanton, CA 94588

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

10.12 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.13 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control to the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.15 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

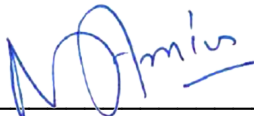
10.16 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

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

CITY OF PITTSBURG

CONSULTANT

Garrett Evans, City Manager



Nayan Amin, President

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: 

Title: President

2784982.1

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

Task 1 – Project Management

Task 1.1 Project Management

TJKM will manage the schedule and budget throughout the duration of the project. TJKM will prepare the schedule in MS Project software format and updates to the schedule will be provided at design progress meetings. TJKM will conduct our own QA/QC over our work products and also our subconsultant products prepared for the City. TJKM will maintain frequent and timely communication with the City during the design and construction phase of the project.

TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email.

Deliverables

- ✓ Project meeting minutes

Task 1.2 Coordination and Meetings

Objective: *The objective of this task is to meet and discuss the overall objectives of the project, to discuss the extent of existing information for the project, establish lines of communication and to review and finalize the scope in detail.*

TJKM will prepare an agenda for a project initiation or kick-off meeting. Our preliminary agenda for the meeting will include, but not limited to:

- Introductions/Goals of the meeting
- Contact information, protocol for communicating project information
- Schedule/Required time for City reviews
- TJKM will request the following items prior to the kick-off meeting and identify discussion items for the meeting:
 - High resolution aerial photos in digital format, if available (or Google Earth Professional would be used)
 - Base maps and copies of any previous plans and street improvement plans in the project area and studies
 - Sample construction documents from recent previously approved projects in electronic format
 - Utility contact information
 - Traffic signal as-builts at each project intersection (54), AutoCAD or .pdf format
- Project Schedule

At the conclusion of the kickoff meeting, TJKM will prepare minutes and distribute them to all meeting participants. We will also prepare and e-mail a project contact list based upon the sign in sheet at the meeting, plus business cards collected.

In addition to the project meeting, TJKM has budgeted biweekly conference calls with the City Project Manager to discuss the progress of the project, the tasks to be completed this week and outstanding issues to resolve or information required from the City.

We have budgeted meetings at the following stages:

- Kickoff Meeting
- Review of 35% Submittal
- Review of 65% Submittal
- Review of 95% Submittal

Additional meetings can be conducted with a contract amendment and billed on a time and materials basis.

The City will take the lead in coordinating with Caltrans Local Assistance staff for preparing tech memos requested by Caltrans along with obtaining NEPA clearance and preparing the documentation for E-76 RFA for construction permit.

City will coordinate with the County and Caltrans for obtaining the signal as built for the signals partially owned by each agency, but operated by the City

Deliverables

Meeting minutes

Task 1.3 Administration

Objective: *The objective of this task is to update the project schedule through the duration of the project*

TJKM will prepare the project schedule in MS Project and update it monthly and provide to the City to track the project throughout the duration of the project. The schedule will include City review of deliverables and also council award of the construction contract. The schedule will be discussed in the biweekly conference calls with the City.

Deliverables

✓ *Project Schedule Updates*

Task 2 – Environmental Clearance

The proposed project is subject to CEQA review. The City of Pittsburg is the project proponent and will be the CEQA lead agency. The City will take the lead on the NEPA clearance through the Federal Aid process. The City will prepare CEQA clearance documentation for Categorical Exemption based upon NEPA documentation. Our understanding is that the traffic signal hardware upgrades and pedestrian safety improvements to the traffic signal will likely qualify as categorically exempt.

The environmental clearance items of work are broken down into the two steps below.

- Determination of Appropriate NEPA Documents
- Preparation of NEPA Categorical Exclusion

Optional studies are not included in this scope should they be required for CEQA environmental clearance. The optional studies accounts for the possibility that an Initial Study (IS)/Mitigated Negative Declaration (MND) may be needed to satisfy CEQA requirements for the project. This proposal assumes that the project will not result in major adverse environmental effects that might require an MND or an Environmental Impact Report (EIR). The Administrative Draft IS/MND would be an optional task with a scope and budget to be determined if a need arises. In the event that the project is highly controversial and an EIR is required, additional scope and budget will be needed.

RiverFocus will be responsible for preparing the hydraulic and floodplain tech memo documents stated in Addendum 1 of the RFP, in accordance the Caltrans Local Area Procedures Manual. The environmental clearance is required in order to complete the E-76 documentation for project authorization. The environmental scope of work will include the following:

RiverFocus will prepare technical memos for the floodplain encroachment report and hydraulic study respectively for the following locations:

1. Willow Pass Rd at Nantucket Dr.
2. West 10th St at Montezuma St.
3. Loveridge Rd at California Ave.

Additional tech memos or studies will require an amendment to the contract. Adanta is a subconsultant for the optional task of preparing an Initial Study if Caltrans Local Assistance staff does not feel the project is categorically exempt. The scope and budget for the Initial Study, if required, will be determined after the Caltrans Local Assistance reviews the hydraulic and floodplain studies.

Task 2.1. Location Hydraulic Study

A Location Hydraulic Study will be performed to evaluate the base (100-year) flood and potential project impacts on the base floodplain. The project locations, which are each located in a FEMA Special Flood Hazard Area (SFHA), are as follows:

- Willow Pass Rd and Nantucket Dr: Zone AE (EL. 11 Feet) – Suisun Bay flooding (Figure 1A)
- West 10th St and Montezuma Ave: Zone AE (EL. 11 Feet) – Suisun Bay flooding (Figure 1B)
- Loveridge Rd and California Ave: Zone AO (shallow flooding) – Kirker Creek overflow (Figure 1C)

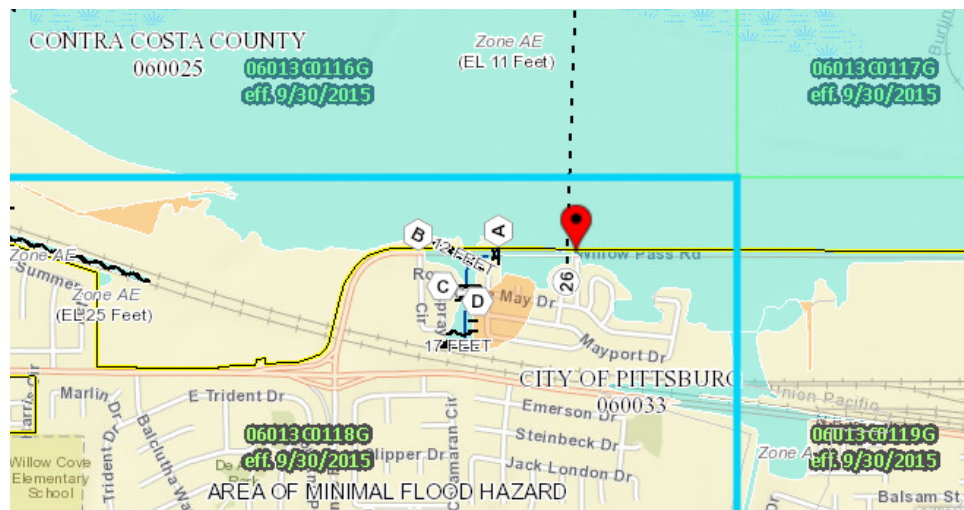


Figure 1A. FEMA Floodplain – Willow Pass Rd and Nantucket Dr

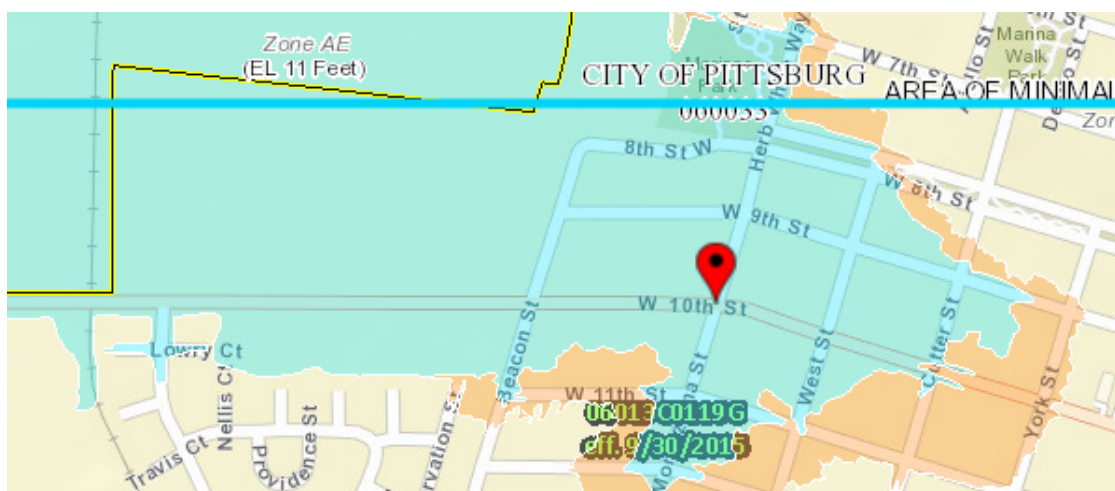


Figure 1B. FEMA Floodplain – West 10th St and Montezuma Ave

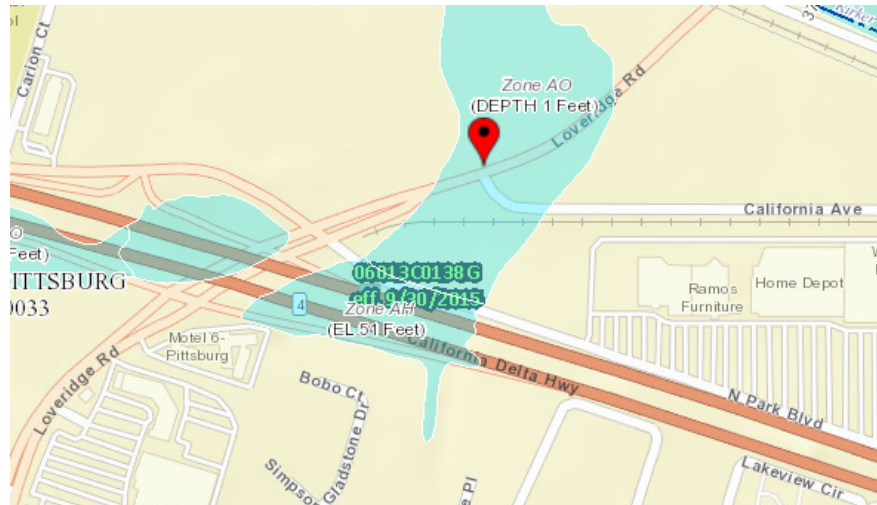


Figure 1C. FEMA Floodplain – Loveridge Rd and California Ave

A Location Hydraulic Study will be prepared for the above project locations in accordance with 23 CFR 650 Subpart A (Location and Hydraulic Design of Encroachments on Flood Plains). The Location Hydraulic Study will follow the guidance provided in Caltrans' Standard Environmental Reference, Volume 1 (Guidance for Compliance), Chapter 17 - Floodplains.

Task 2.2 Summary Floodplain Encroachment Report

Based on the FEMA floodplains and the nature of the traffic signal improvement project, a finding of minimal impact is likely for the project. Therefore, the preparation of a Summary Floodplain Encroachment Report is anticipated.

The Summary Floodplain Encroachment Report and Location Hydraulic Study will be combined in a single technical report.

Deliverables

- ✓ Summary Floodplain Encroachment Report and Location Hydraulic Study Technical Report, NEPA, and CEQA clearance

Task 3 – Inventory of Existing Equipment & Infrastructure

Task 3.1 Field Investigation

TJKM will conduct a field reconnaissance at each of the project intersections to identify the existing signal equipment hardware that is not meeting current Caltrans or CAMUTCD guidelines or not compatible with the current ATMS central signal system. The controller cabinets will be opened with assistance from the City signal technician and pictures taken of the inside of the traffic signal controller cabinet.

The following equipment will be identified at each intersection and their condition noted on a field template form:

- Non-compliant ADA Push buttons
- Non-Countdown pedestrian heads
- Traffic signal backplates to be replaced with yellow reflective border backplates
- Traffic signal cabinet type
- Traffic signal controller and firmware
- Traffic signal lenses less than 12"

- Traffic signal and pedestrian signal head mountings needing replacement
- Traffic signal interconnect type not connected or not communicating
- Safety lighting to be replaced with LED fixtures

The inventory will be in a spreadsheet format compatible for exporting into the City's GIS database.

The pictures categorized by intersection will be burned on a CD and given to the City for their records.

Deliverables

- ✓ *Field inventory in GIS compatible format, field pictures in .jpg format on CD*

Task 4 – Prepare Basemaps & Plan Sheets

Task 4.1 Prepare Basemaps and Utility Research

Based on the utility contact information provided by the City, TJKM will send utility "A" letters to the water, sewer, storm drain utility companies, along with the franchise utility companies, such as cable providers, AT&T, PG&E, and fiber optic communication companies. Electronic copies of the "A" letters will be provided to the City. The utility lines are important only where underground conduit is being installed or new cabinet locations outside of the existing controller cabinet pad.

TJKM will prepare functional design drawings using Google Earth Professional aerials for tracing curblines for the traffic signal design modifications at the 54 project locations. The plans will be prepared in AutoCAD format and provide the layout of the existing traffic signal equipment. The existing signal as-builts will be taken to the field and marked up based on the existing conditions at each intersection. The CAD basemap will be updated to incorporate the redlined information. Design will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the City of Pittsburgh's current design standards.

The approximate right of way at each project intersection will be based on the City's GIS data.

Deliverables

- ✓ *Utility "A" letters, base maps in AutoCAD format*

Task 4.2 Preliminary Design Plans and Estimate

The preliminary plans will be developed with adequate detail for conveying the design intent, final geometry, and key design elements. The major goal of this phase is to fully define the project limits and identify previously unknown constraints or impacts. The plans will indicate the signal equipment needing to be replaced on a 1"=20' scale layout sheet. Some sheets may have viewports only of the corner of the intersection having signal equipment replaced. Full conductor schedules will not be necessary for those locations. The equipment schedule will be updated at this stage. The conductor schedule will be updated in the 65% stage.

TJKM will also provide an updated project schedule, and 30% Engineer's probable construction cost estimate. We will submit the 30% submittal to the City for their comments.

Deliverables

- ✓ *Three sets of 11" x 17" hardcopies*
- ✓ *30% construction cost estimate*
- ✓ *Table of Contents list for technical specifications*
- ✓ *Other supporting documentation as necessary*

Task 5 – Prepare Detailed Design PS&E

Task 5.1 65% Submittal

Once the City authorizes TJKM to proceed with the detailed design phase after they receive NEPA clearance, TJKM will review with the City and receive one set of non-conflicting comments from the City on the conceptual plans (30% PS&E) and incorporate them into the 65% PS&E.

In this stage of the design submittal to the bid package, TJKM will prepare the project plans, which will include the following sheets:

- Cover Sheet
- General Note Sheet
- Traffic Signal Modification Plan (54 sheets)
- Conductor and Equipment Schedule (54 sheets)
- Electrical Detail Sheets (2 sheets)

Our design approach entails the following design tasks:

- Technical specifications will be per Caltrans Specifications format.
- TJKM will prepare 65% design plans for intersection improvements in AutoCAD format.
- TJKM will prepare an Engineer's construction cost estimate and technical special provisions describing each item on the bid schedule and their requirements, and verify that construction costs are within the existing City budget. The Engineer's construction cost estimate will be prepared in Excel electronic format. Any revisions to the technical special provisions will be recommended to the City.
- Special provisions with track changes format prepared including bid item description, bid schedule, and measurement and payment provisions, list of submittals during construction, and list of information available to Bidders, with disclaimer.
- 65% construction cost estimate in the form of the bid schedule.
- Documentation of outreach to utility companies, and confirmation that utility conflicts have been resolved or a timeline for resolution of issues has been determined.
- Other supporting documentation as necessary.
- Each PS&E review submittal set will also address any comments or revisions required from the City in the previous plan check submittal. Responses to comments will be documented and included with the submittal. TJKM will meet with City staff, as needed, to review comments and recommendations. A comment matrix will be prepared illustrating how TJKM addressed each review comment. The original red-line markup of the previous submittal will be returned back to the City with the 65% submittal.
- City will provide to TJKM the completed the DBE Contract Goal Methodology Exhibit 9-D calculation for inserting the DBE goal into the special provisions. TJKM will prepare the Caltrans PS&E checklist and LAPM3-A form, and Exhibit 17-F form for the City. The federal contract language will be inserted as an appendices in the specifications.
- TJKM will prepare the Caltrans encroachment permit application for the City to sign and submit to Caltrans Permits Office for the intersection improvement plans partially owned within Caltrans right of way. TJKM will send to County representatives the improvement plans within their right of way also for their comments.

Deliverables

- ✓ *Three sets of the 65% plans (11"x17" hardcopies)*
- ✓ *Technical specifications and cost estimate in form of the bid schedule*
- ✓ *Review comment matrix*
- ✓ *Redline markup from previous round*
- ✓ *Utility conflicts have been resolved or a timeline for resolution of issues has been determined*
- ✓ *Other supporting documentation, as necessary*
- ✓ *Caltrans encroachment permit application*

Task 5.2 95% Submittal

The E-76 for Construction package will be prepared for the City to submit to Caltrans Local Assistance Program for approval. The comments from Local Assistance staff will be incorporated into the package for bidding.

TJKM will:

- Coordinate and review the approved 65% PS&E with City staff and revise based on comments and discussions.
- Receive the comments from Caltrans Permits Office, and County on the intersection improvements and revise the sheets and resubmit back to the Stakeholders.
- Finalize construction drawings, contract special provisions and technical specifications, and a final construction cost estimate (Excel format). These documents shall be construction ready.

Deliverables

- ✓ *Three sets of 11x17 hardcopies, technical project specifications and special provisions, construction cost estimate, and an electronic version of the PS&E*
- ✓ *Responses to comments on the 65% submittal, along with return of mark-ups*
- ✓ *Project schedule update*
- ✓ *Other supporting documentation as necessary*
- ✓ *E-76 for Construction Package*
- ✓ *Resubmit revised plans back to Caltrans Permits Office for approval*

Task 6 – Final PS&E Package

At this stage, the contract documents are ready for bidding and the E-76 for Construction will need to have been approved from Caltrans Local Assistance prior to bidding. The Caltrans District 4 Permits Office will need to issue the double permit to the City prior to construction.

TJKM will:

- Coordinate with City staff for review of bid package.
- Revise based on comments and discussions.
- Submit final plans and specifications, and disk with the electronic files to City staff. Final plans will be provided in electronic file in AutoCAD format and in PDF format. One hardcopy will be in 24x36 size. Each plan sheet will be stamped and signed by the Engineer of Record registered civil engineer, in accordance with California State Law.
- Prepare complete special provisions, technical specifications stamped and signed on the table of contents sheet by the Engineer of Record, one hard copy printed single sided only. If there are more than one Engineer of Record, the engineer will stamp and sign the table of contents for only that/those section(s) that applies to each engineering discipline.
- Provide a digital copy of all work products and supporting work.
- Provide a final construction cost estimate.
- Provide coordination and delivery of Caltrans Right of Way Certification, Encroachment Permit, and Award package.

Deliverables

- ✓ *Bid Package as required and approved by the City*

Task 7 – Bidding Services

During the bid process, TJKM will answer bidder's questions and provide clarifications to the bid questions. We will respond to Requests for Information (RFIs). We will prepare two addenda, as necessary. We will prepare conformed documents, as necessary.

TJKM can provide construction support services to the City for this project through a separate proposal and addendum to this contract. TJKM will provide a scope and fee for the City's consideration at that time.

Deliverables

- ✓ *Addendum(s), clarifications, conformed documents, as necessary*

Optional/Conditional Service

Task A – Asset Management Database (Optional Task)

As an optional task, TJKM will create an asset management GIS database for the City to effectively maintain and manage their traffic signal system equipment and build upon this one to include the remaining intersections and new intersections in the future.

Task A.1 Attribute Table

The TJKM Team will develop Attribute Tables based on the specified and/or inspected equipment at the early stages of the project as it is envisioned to be an iterative process. Based on our experience working on similar tasks, we will suggest to the City the Attributes that should be considered and also provide the reasoning for including the same. The Attribute Table will be revised based on the input and comments received from the City. Approval of the Attributes by the City will form the basis for the Traffic Signal items to be entered into an Asset Management program.

Deliverables:

- ✓ *Attribute Table(s)*

Task A.2 Naming Convention

Upon approval of the Attributes by the City, the TJKM Team will develop Naming convention based on the specified and/or inspected equipment. The Naming convention will be developed that is easy to understand and self-explanatory. Preliminary list of the Naming convention will be submitted to the City for review and will be revised to incorporate the comments/suggestions received from the City.

Deliverables:

- ✓ *Naming Convention(s)*

Task A.3 Data Collection

Upon completion of construction for the project, the TJKM Team will collect relevant information in accordance with the Attribute Tables and Naming Convention.

Deliverables:

- ✓ *Collected data spreadsheets*

Task A.4 Data Entry

Upon completion of data collection, TJKM will coordinate with City staff and enter the relevant data into the City's Asset Management system as per approved Attribute Table and Naming Convention.

Task B – Initial Study (Optional Task)

As an optional task, should the project not qualify for being categorically exempt and if required by Caltrans Local Assistance Program, Adanta will assist the City with preparing an initial study.

NEPA Clearance: Using the Caltrans Environmental Handbook, Local Assistance Procedures Manual, and the Standard Environmental Reference, Adanta would prepare an Initial Study leading to a Categorical Exemption in accordance with CEQA regulations and a Categorical Exclusion (CE) in accordance with NEPA regulations, if

applicable. Adanta will provide legally defensible environmental research and documentation to ensure the project complies with all applicable land use and environmental regulations including the Clean Water Act., 15 CFR 774 Section 4(f), National Historic Preservation Act Section 106, Endangered Species Act Section 7, Executive Order (E.O). 11990 (Protection of Wetlands), E.O. 11998 (Protection of Floodplains), and E.O. 13112 (Invasive Species).

Assumptions:

NEPA Clearance: Should the project not qualify for a CE as presented in 23 CFR 771.117 and the FHWA/Caltrans MOUs, Adanta would prepare an Environmental Assessment (EA) to determine if an Environmental Impact Statement (EIS) is required under a modified proposal. Adanta will provide legally defensible environmental research and documentation to ensure the project complies with all applicable land use and environmental regulations.

Initial Site Assessment (ISA): Adanta understands an ISA has not been requested. If it is determined an ISA is required, Adanta would prepare an ISA report under a modified proposal. The ISA report would contain a description of the work performed, any deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, recommendations and references. The ISA which would include conducting a site visit, interviews, and a County records search; review of all other sources of information including but not limited to EnviroSite and GeoSearch; order an environmental report (aka: radius report) for the property address; review current and historical aerial photos of each site.

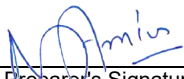
Exceptions to the Scope of Services

It is understood that the following are not included in the scope of services:

- Construction support;
- Traffic studies;
- Hazardous waste testing, monitoring and contingency plan for both site and building demolition work;
- Phase I Environmental Assessment, Phase II Subsurface Investigation, and asbestos and lead containing material investigation and report;
- Geotechnical monitoring;
- Permit applications and fees;
- Construction management, inspection, supervision and scheduling;
- Design of any structural elements;
- Tentative Maps, Parcel Maps, Final Maps, and legal descriptions and sketches;
- Public Utility Easement or right of way dedications;
- Construction staking; and
- QSD/QSP services

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Pittsburg 2. Contract DBE Goal: 8%
 3. Project Description: Design of Traffic Signal Improvement Project
 4. Project Location: City of Pittsburg
 5. Consultant's Name: T J K M 6. Prime Certified DBE: ☒ 7. Total Contract Award Amount: \$163,866
 8. Total Dollar Amount for **ALL** Subconsultants: \$16,613 9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount		
Traffic Engineering	40772	T J K M, Nayan Amin, 925.463.0611, namin@tjkm.com	\$147,253		
Environmental Services	37357	Adanta, Kimberly Patz, 707.709.8894, accounting@adanta-inc.com	\$9,453		
Civil Engineering	43716	River Focus, Andreas Gusman, 619.457.3319,	\$7,161		
Local Agency to Complete this Section					
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 163,866		
21. Federal-Aid Project Number: _____			100 %		
22. Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  03/27/2020			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.					
23. Local Agency Representative's Signature _____	24. Date _____				
25. Local Agency Representative's Name _____	26. Phone _____				
27. Local Agency Representative's Title _____					
		15. Preparer's Signature _____	16. Date _____		
		Nayan Amin	925.463.0611		
		17. Preparer's Name _____	18. Phone _____		
		President			
		19. Preparer's Title _____			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT B
COMPENSATION SCHEDULE

TJKM

Tasks			Labor													Total
Task #	Task Description	PIC	QA/QC	Project Manager	Task Leader	Task Leader	Assistant Trans Engineer	Assistant Trans Engineer	Assistant Trans Planner	Admin	Total Hours	Total Labor Costs	TJKM ODC	Adanta Enviro Sub	river hydraulics	Total Fee
		Nayan Amin	Ruta Jariwala	Atul Patel	Rutvij Patel	Erik Bjorklund	Andrew Dickinson	Anna Highsmith	Dhawal Kataria	Stephanie Luce						
		276.91	276.91	\$244.54	\$167.31	\$194.75	\$102.15	\$94.68	\$90.18	\$69.09						
1	Project Management															
1.1	Project Management	2		40							42	\$10,335				\$10,335
1.2	Coordination and Meetings			20	20						40	\$8,237	\$500			\$8,737
1.3	Administration			12							12	\$2,934	\$0			\$2,934
2	Environmental Studies & Environmental Document			4	8						12	\$2,317	\$0		\$7,161	\$9,477
3	Inventory of Existing Equipment & Infrastructure															
3.1	Field Investigation			24	40		40	80			184	\$24,222	\$500			\$24,722
4	Prepare Basemapping & Preliminary Design															
4.1	Prepare Basemaps and Utility Research			4	20		40	40			104	\$12,198	\$0			\$12,198
4.2	Preliminary Design Plans & Estimates		4	16	24		45	45			134	\$17,893	\$200			\$18,093
5	Prepare Detailed Design PS&E															
5.1	65% PS&E Submittal		4	24	40		55	55		8	186	\$25,048	\$300			\$25,348
5.2	95% PS&E Submittal		4	16	16		36	36		8	116	\$15,336	\$300			\$15,636
5.3	Caltrans Permit Coordination and Approval				8						8	\$1,339	\$500			\$1,839
6	Bid Package (Final PS&E Submittal)		4	16	16		30	30		8	104	\$14,155	\$300			\$14,455
7	Bidding Support Services			4	8						12	\$2,317				\$2,317

	Proposal Subtotal	2	16	180	200	0	246	286	0	24	954	\$136,332	\$2,600	\$0	\$7,161	\$146,092
	Optional Services															
A	Asset Management Database		4						80		84	\$8,322				\$8,322
B	Initial Study													\$9,453		\$9,453
	Total Optional Services	0	4	0	0	0	0	0	80	0	84	\$8,322	\$0	\$9,453	\$0	\$17,774
	Total Including Optional Services	2	20	180	200	0	246	286	80	24	1,038	\$144,653	\$2,600	\$9,453	\$7,161	\$163,866

Notes:

1	Annual Anticipated Salary Increase	0.00														
2																
3																
4																

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed X Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantConsultant TJKM Transportation ConsultantsProject No. HSIPL-5127(037)Contract No. 2019-01Date 3/24/2020**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Atul Patel, TE, PTOE*	180	\$80.84	\$14,551.20
Principal-In-Charge	Nayan Amin, TE*	2	\$91.54	\$183.08
QA/QC	Ruta Jariwala, PE, TE*	20	\$91.54	\$1,830.80
Task Lead	Rutvij Patel, EIT*	200	\$55.31	\$11,062.00
Task Lead	Erik Bjorklund*	0	\$64.38	\$0.00
Assistant Engineer	Andrew Dickinson, EIT	246	\$33.77	\$8,307.42
Assistant Engineer	Anna Highsmith, EIT	286	\$31.30	\$8,951.80
Assistant Planner	Dhawal Kataria	80	\$29.81	\$2,384.80
Admin	Stephanie Luce	24	\$22.84	\$548.16

LABOR COSTS

a) Subtotal Direct Labor Costs

\$47,819.26

b) Anticipated Salary Increases (see page 2 for sample)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$47,819.26

INDIRECT COSTSd) Fringe Benefits (Rate: 68.28%)

e) Total Fringe Benefits 32650.99073

f) Overhead (Rate: 106.72%)

g) Overhead [(c)x(f)] 51032.71427

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] 0

j) Total Indirect Costs [(e) + (g) + (i)]

\$83,683.71

FIXED FEE**k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee 10%**

\$13,150.30

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	0		\$0.575	\$1,000.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets			\$18.00	\$1,600.00
Test				\$0.00
1) TOTAL OTHER DIRECT COSTS				\$2,600.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Adanta, Inc.	\$9,452.56
Subconsultant 2: River Focus, Inc.	\$7,160.59
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00

m) TOTAL SUBCONSULTANTS' COSTS: \$16,613.15**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS:** \$19,213.15**TOTAL COST [(c) + (j) + (k) + (p)]** \$163,866.41**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).
All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hour)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$47,819.26	1038	=	\$46.07	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$46.07	+	0%	=	\$46.07	Year 2 Avg Hourly Rate
Year 2	\$46.07	+	0%	=	\$46.07	Year 3 Avg Hourly Rate
Year 3	\$46.07	+	0%	=	\$46.07	Year 4 Avg Hourly Rate
Year 4	\$46.07	+	0%	=	\$46.07	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	1038.0	=	1038.0	Estimated Hours Year 1
Year 2	0.00%	*	1038.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	1038.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1038.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1038.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1038.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$46.07	*	1038	=	\$47,819.26	Estimated Hours Year 1
Year 2	\$46.07	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$46.07	*	0	=	\$0.00	Estimated Hours Year 3
Total Direct Labor Cost with Escalation				=	\$47,819.26	
Direct Labor Subtotal before Escalation				=	\$47,819.26	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be approved.

Certification of Direct Costs:

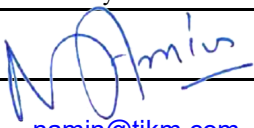
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Nayan Amin</u>	Title:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>3/24/2020</u>
Email:	<u>namin@tjkm.com</u>	Phone Number:	<u>925.463.0611</u>
Address:	<u>4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588</u>		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Traffic Engineering & Transportation Planning

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Adanta, Inc.

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Terry Powers	40	\$67.50	\$2,700.00
PIC/QA/QC	Elizabeth Claggett	12	\$65.10	\$781.20
Task Lead	Joe Schennessen	12	\$62.89	\$754.68
Engineer	Parveen Kumar	2	\$60.10	\$120.20
Engineer			\$0.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$4,356.08
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$4,356.08

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>13.83%</u>)	e) Total Fringe Benefits	\$602.45
f) Overhead (Rate: <u>39.00%</u>)	g) Overhead [(c)x(f)]	\$1,698.87
h) General and Administrative <u>43.00%</u>	Gen & Admin [(c) x (h)]	\$1,873.11
j) Total Indirect Costs [(e) + (g) + (i)]		\$4,174.43
FIXED FEE	k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>10%</u>	\$853.05

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	120	miles	\$0.575	\$69.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets				\$0.00
Test				\$0.00
1) TOTAL OTHER DIRECT COSTS				\$69.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00

m) TOTAL SUBCONSULTANTS' COSTS:

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS	\$69.00
TOTAL COST [(c) + (j) + (k) + (p)]	\$9,452.56

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).
All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$4,356.08	66	=	\$66.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$66.00	+	0%	=	\$66.00	Year 2 Avg Hourly Rate
Year 2		+		=		Year 3 Avg Hourly Rate
Year 3		+		=	\$0.00	Year 4 Avg Hourly Rate
Year 4		+		=	\$0.00	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	66.0	=	66.0	Estimated Hours Year 1
Year 2		*		=	0.0	Estimated Hours Year 2
Year 3		*		=	0.0	Estimated Hours Year 3
Year 4		*		=	0.0	Estimated Hours Year 4
Year 5		*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	66.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$66.00	*	66	=	\$4,356.08	Estimated Hours Year 1
Year 2		*	0	=	\$0.00	Estimated Hours Year 2
Year 3		*	0	=	\$0.00	Estimated Hours Year 3
Total Direct Labor Cost with Escalation				=	\$4,356.08	
Direct Labor Subtotal before Escalation				=	\$4,356.08	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be approved.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kimberly Patz

Title: President

Signature: 

Date of Certification (mm/dd/yyyy): 3/13/20

Email: kimberly.patz@adanta-inc.com

Phone Number: (707) 709-8894

Address: 1801 Oak Street, Napa, California 94559

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

INEPA Clearance

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant X Subconsultant ☐ 2nd Tier SubconsultantConsultant River Focus Inc.Project No. City of Pittsburgh Traffic Signal Improvements Contract No. HSIPL-5127(37 Date 3/13/2020**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager*	A. Jake Gusman, P.E.	11	\$64.24	\$706.64
Sr. Hydraulic Modeler*	Darren Bertrand, CFM	21	\$63.75	\$1,338.75
Hydraulic Modeler	Mikell Warms, E.I.T	8	\$50.00	\$400.00
				\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$2,445.39
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$2,445.39

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>71.70%</u>)	e) Total Fringe Benefits	1753.34
f) Overhead (Rate: <u>94.50%</u>)	g) Overhead [(c)x(f)]	2310.89
h) General and Administrative <u>0.00%</u> <u>0.00%</u>	i) Gen & Admin [(c) x (h)]	0
	j) Total Indirect Costs [(e) + (g) + (i)]	\$4,064.24
FIXED FEE	k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee <u>10%</u>	\$650.96

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	0	miles	\$0.575	\$0.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plan Sheets				\$0.00
Test				\$0.00
1) TOTAL OTHER DIRECT COSTS				\$0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
Subconsultant 3:	\$0.00
Subconsultant 4:	\$0.00
m) TOTAL SUBCONSULTANTS' COSTS:	\$0.00
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS	\$0.00
TOTAL COST [(c) + (j) + (k) + (p)]	\$7,160.59

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**).
All costs must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$2,445.39	40	=	\$61.13	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$61.13	+	0%	=	\$61.13	Year 2 Avg Hourly Rate
Year 2	\$61.13	+	0%	=	\$61.13	Year 3 Avg Hourly Rate
Year 3	\$61.13	+	0%	=	\$61.13	Year 4 Avg Hourly Rate
Year 4	\$61.13	+	0%	=	\$61.13	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	40.0	=	40.0	Estimated Hours Year 1
Year 2	0.00%	*	40.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	40.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	40.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	40.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	40.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$61.13	*	40	=	\$2,445.39	Estimated Hours Year 1
Year 2	\$61.13	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$61.13	*	0	=	\$0.00	Estimated Hours Year 3
Total Direct Labor Cost with Escalation				=	\$2,445.39	
Direct Labor Subtotal before Escalation				=	\$2,445.39	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be approved.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:Name: Darren Bertrand, CFMTitle: Vice PresidentSignature: Date of Certification (mm/dd/yyyy): 3/13/2020Email: dbertrand@riverfocus.comPhone Number: 619-694-8543Address: 9314 Madison, Ave, La Mesa, CA 91941

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List of services the consultant is providing under the proposed contract:

Hydrology Study and Floodplain Encroachment Report



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a List of Projects to be Funded for Fiscal Year 2020-21 by SB 1, the Road Repair and Accountability Act of 2017

MEETING DATE: May 18, 2020

EXECUTIVE SUMMARY

Each fiscal year the City must adopt by resolution a list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), also known as “SB 1.” Attached to this report is the proposed list projects to receive this funding during Fiscal Year 2020-21.

FISCAL IMPACT

None from this action. Allocation of funds to specific projects from the list will be presented to the City Council for consideration at a future meeting.

RECOMMENDATION

City Council adopt the attached Resolution approving a list of projects to be funded for Fiscal Year 2020-21 by the Road Maintenance and Rehabilitation Account (SB 1).

BACKGROUND

California Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was signed into law by the Governor in April 2017 to address funding shortfalls for transportation projects across the state.

The funding program includes accountability and transparency provisions to help ensure City residents are aware of the projects proposed to receive the funds each fiscal year, and what projects have been completed.

The City will receive an estimated \$1,370,070 in SB 1 funding during Fiscal Year 2020-21.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

SB 1 funding helps the City continue essential road maintenance and rehabilitation projects, safety improvements, and increased access and mobility that would not have otherwise been possible without SB 1.

This is the fourth year the City is receiving SB 1 funds for projects.

For Fiscal Year 2020-21, projects are prioritized to help maintain a safe and efficient transportation system in the City. Specifically, by modernizing traffic control equipment and adjusting traffic signal timing, maintaining and rehabilitating pavement at West Leland Road and Loveridge Road, and improving safety on Stoneman Avenue.

Staff anticipates a reduction in this funding due to economic impacts from COVID-19. For this reason, four projects are identified at 75% of previously anticipated funds, or \$1,027,553. Any unexpended funds from the fiscal year will be applied to future eligible projects.

The attached project list identifies four projects and includes a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. Approval of the project list funded by SB 1 is not considered a project under the California Environmental Quality Act (CEQA) and is, therefore, not subject to CEQA. Individual SB 1 funded projects would, however, be subject to further CEQA analysis before the City Council authorizes construction for individual projects.

ATTACHMENTS: Resolution
 SB-1 FY 2020-21 Project List

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving a List of)
Projects to be Funded by SB 1, the)
Road Repair and Accountability Act)
Of 2017 for Fiscal Year 2020-21)

RESOLUTION NO. 20-

The Pittsburg City Council FINDS AND DETERMINES as follows:

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

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

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

WHEREAS, the City anticipates receiving an estimated \$1,370,070 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding; and

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

WHEREAS, the City used a Pavement Management System to help develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the Fiscal Year 2020-21 funding from SB 1 will help the City maintain and rehabilitate West Leland Road/Loveridge Road, provide for safety improvements on Stoneman Avenue, provide for modernization of traffic control equipment, and adjust traffic signal timing to improve traffic flow this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue and future SB 1 funding will help the City increase the overall quality of the road

system, with the goal of improving the City's streets and roads to a "good" condition; and

WHEREAS, approval of a project list funded by SB 1 is not considered a project under the California Environmental Quality Act (CEQA) and is, therefore, not subject to CEQA. Individual SB 1 funded projects would, however, be subject to further CEQA analysis before the City Council authorizes construction for individual projects; and

WHEREAS, the SB 1 project list and overall investment in local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will bring significant benefits statewide.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes and approves the list of SB 1 funded project for Fiscal Year 2020-21 that is attached to the staff report accompanying this Resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of May 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

SB 1 Fiscal Year 2020/21 RMRA Project List

Monday, May 18, 2020

Title	2019/20 Traffic Signal Modification
Description	Modifications to traffic signal timing and modernization of traffic control equipment.
Location	Signalized Intersections Citywide
Completion Date	June-21
Useful Life	1-10 years
Title	SB-1 2020/21 Pavement Management Project
Description	Pavement rehabilitation of Loveridge Road
Location	Loveridge Road (California Avenue to PA Highway)
Completion Date	June-21
Useful Life	10 - 20 Years
Title	STP/OBAG II Pavement Improvement Project
Description	Pavement rehabilitation of W. Leland Road/Loveridge Road
Location	W. Leland Road (Bailey Road to Railroad Avenue and Loveridge Road (Stoneman Avenue to Buchanan Road).
Completion Date	June-21
Useful Life	10 - 20 Years
Title	Stoneman Avenue Safety Improvement Project
Description	Improve crossings on Stoneman Avenue by installing bulbouts, compliant ramps, pavement improvements at crossings, and HAWK system at 3 crossings.
Location	Stoneman Avenue
Completion Date	June-21
Useful Life	5-20 Years
*Total Proposed 2020/21 Expenditure Estimated 2020/21 Available Funds Remaining balance/Reserve	

* This amount is 75% of estimated RMRA Funds anticipated.

Amount
\$100,000

Amount
\$327,553

Amount
\$300,000

Amount
\$300,000

\$1,027,553

\$ 1,370,070

\$ 342,517



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Receive and File the Treasurer's Report for the Quarter Ending March 31, 2020

MEETING DATE: May 18, 2020

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending March 31, 2020. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

FISCAL IMPACT

Net investment income for the quarter ending March 31, 2020 was \$1,355,864, which includes regular earnings of \$497,093 and market value adjustments of \$858,771 as required by Governmental Accounting Standards Board Statement Number 31.

The City's and Agency's expenditure requirements for the next six months are covered by anticipated revenues from operations and maturing investments.

RECOMMENDATION

City Council accept the Treasurer's Report for the quarter ending March 31, 2020 for information purposes only.

BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City's objectives in order of priority, are to provide safety, ensure the preservation of capital, provide sufficient liquidity for cash needs and earn a competitive rate of return (yield) within the confines of the California Government Code and the Investment Policy. Chandler Asset Management is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The City and the Agency's investment portfolio market value increased by \$17.3 million during the third quarter of FY 2019-20. The increase was primary due to schedule pre-funding of Successor Agency debt service obligations.

Total City and Successor Agency Investments

DESCRIPTION	Market Value 06/30/19	Market Value 3/31/20	Variance
<u>CASH & INVESTMENTS:</u>			
City Managed	\$ 51,878,187	\$ 68,782,213	\$ 16,904,026
Advisor Managed	69,502,148	69,930,542	428,394
TOTAL	\$ 121,380,335	\$ 138,712,755	\$ 17,332,420

The advisor-managed funds are comprised of operating funds managed in two separate accounts (Liquidity Portfolio and Core Portfolio), as well as a number of Non-Successor Agency bond-related funds. The City's advisor works to achieve the City's objectives by investing in high quality fixed income securities consistent with the City's investment policy and California Government Code.

The Liquidity Portfolio is designed to provide funds for the City to meet day-to-day cash needs. Its return objective is to enhance interest income as measured by yield to maturity. Yield to maturity reflects the interest income the portfolio is expected to receive for the next twelve months assuming the portfolio experiences no changes in its current asset holdings. As of quarter-end, the average yield to maturity of the Liquidity Portfolio was 1.82%.

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses. The portfolio's total return for the quarter was 1.94%, comparing to the City performance benchmark of 2.78%, the Intercontinental Exchange Bank of America Merrill Lynch (ICE BAML) 1-3 Year U.S. Treasury/Agency Index. Since inception (7/31/2018), the portfolio's total return through quarter end is 4.42%, which slightly underperformed the benchmark return of 4.74% for the same period. The City's portfolio performance for this quarter was impacted by fluctuations that occurred in the stock market related to the uncertainty surrounding the Covid-19 pandemic. The investment income of the City's portfolio is projected to be lower for the foreseeable future and during the recovery from the current economic slowdown.

Governmental Accounting Standards Board Statement 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF), and from the City's registered investment advisor and bond trustees for longer-term investments. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

Attached is the Chandler Asset Management (CAM) Investment Report detailing an economic update, account profile and investment activity for the quarter ending March 31, 2020.

ATTACHMENTS: Letter from City Treasurer
Investment Report by Chandler Asset Management

Report Prepared By: Laura Mendez, Finance Manager - Reporting

Report Reviewed By: Brad Farmer, Director of Finance



**City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565**

May 6, 2020

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending March 31, 2020 and find that it complies with the Investment Policy established by my office.

Sincerely,

A handwritten signature in black ink that reads "Nancy Parent". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

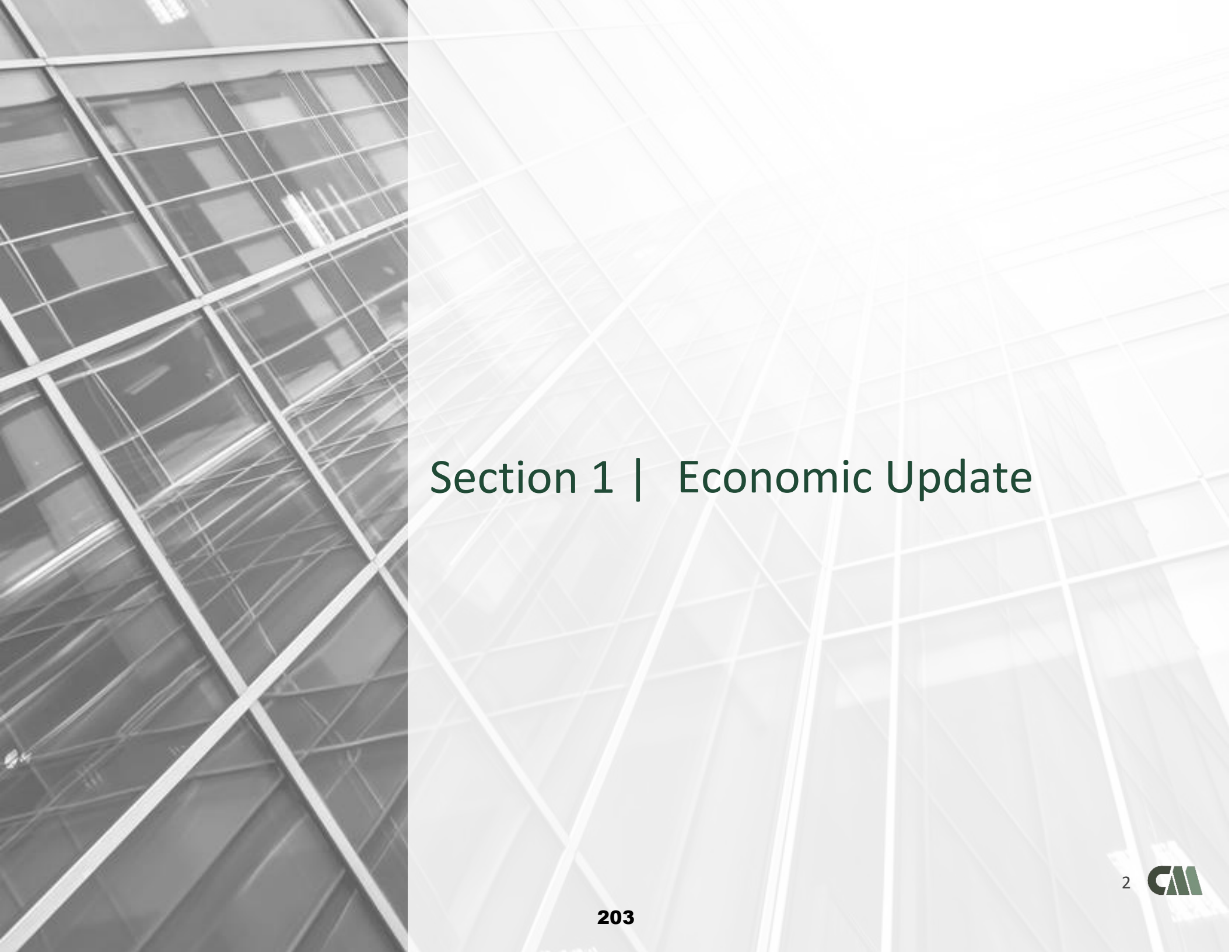
Nancy Parent
City Treasurer

City of Pittsburg

Period Ending March 31, 2020

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

SECTION 1	Economic Update
SECTION 2	Account Profile
SECTION 3	Consolidated Information
SECTION 4	Portfolio Holdings
SECTION 5	Transactions



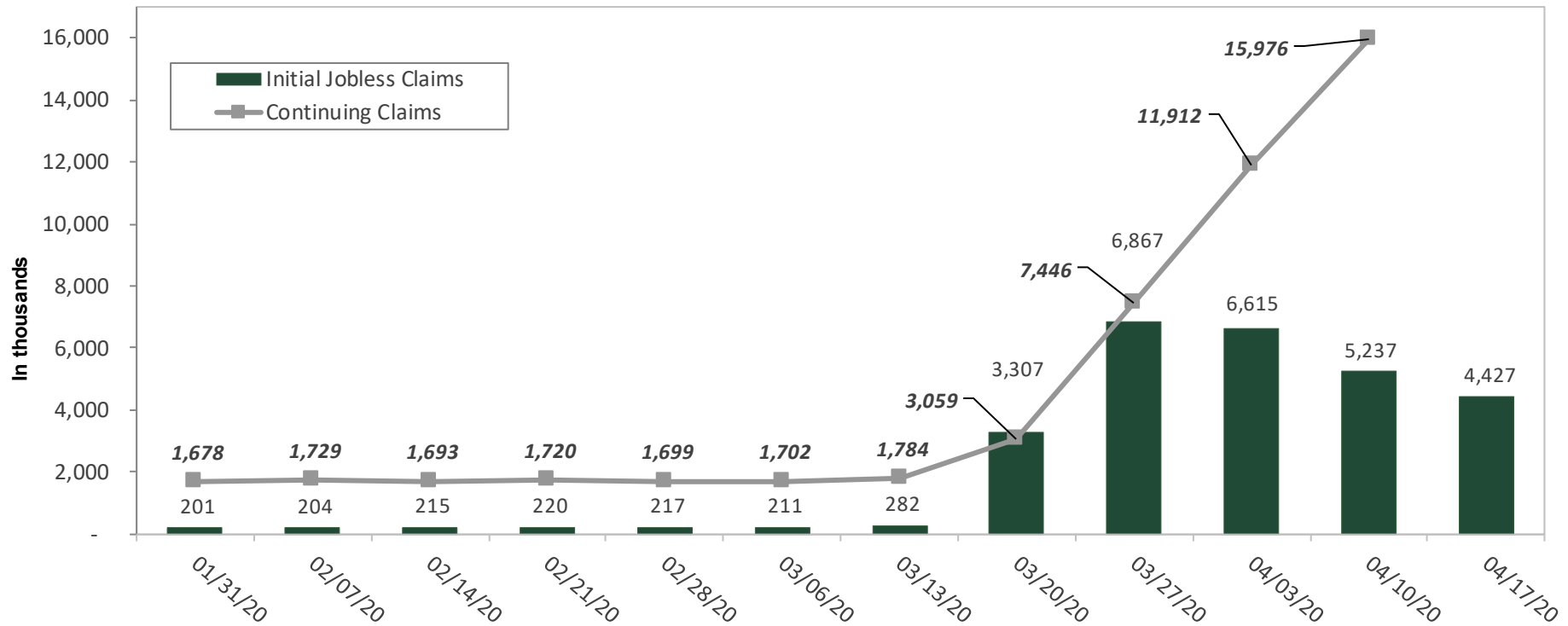
Section 1 | Economic Update

Economic Update

- Financial markets have experienced significant turbulence, driven by a high level of uncertainty about the impact of the COVID-19 pandemic on the global economy. US Treasury yields have declined, amid a global flight to quality. At the end of the first quarter, the yield on 2-year Treasuries was down 132 basis points year-to-date, and the yield on 10-year Treasuries was down nearly 125 basis points. The S&P 500 index declined 20.0% in the first quarter. There are still many unknowns about the coronavirus including how widespread it will become, how long it will take to contain the virus, and the actual impact on economic activity. We believe containment efforts and supply chain disruptions will cause a sharp increase in unemployment and a swift and deep contraction in economic activity. Financial markets will likely remain volatile over the near term but we believe that large-scale global monetary and fiscal stimulus programs will help mitigate the longer-term impact of the pandemic. Notably, President Trump approved a \$2 trillion economic relief package on March 27, the largest fiscal stimulus package in US history.
- The Fed has taken a wide range of aggressive actions to help stabilize and provide liquidity to the financial markets. The Fed has lowered the fed funds target rate to a range of 0.0%-0.25% and said it will purchase Treasury and agency mortgage-backed securities in any amount needed to support smooth market functioning. Policymakers have established several facilities to help support the flow of credit to businesses and state and local governments including the Commercial Paper Funding Facility, Main Street Lending Facility, Money Market Mutual Fund Liquidity Facility, Municipal Liquidity Facility, Paycheck Protection Program Liquidity Facility, Primary Market Corporate Credit Facility, Secondary Market Corporate Credit Facility, and Term Asset-Backed Securities Loan Facility. The Fed has also provided short-term funding through large-scale repo operations and lowered the reserve requirement for depository institutions. Fed Chair Powell has indicated that the Fed will continue to act “forcefully, proactively, and aggressively” until the economy is solidly on a road to recovery.
- The slope of the Treasury yield curve steepened in March, though rates across the curve declined meaningfully. At March month-end, the yield on 10-year Treasuries was down 48 basis points to 0.67% while the yield on 2-year Treasuries was down 67 basis points to 0.25%. The yield on 3-month T-bills declined 121 basis points in March. The movement in yields has been driven by fears about the coronavirus and its potential impact on global economic growth and inflation expectations, as well as the cumulative 150 basis point cut to the fed funds target rate in March.

Initial Claims for Unemployment

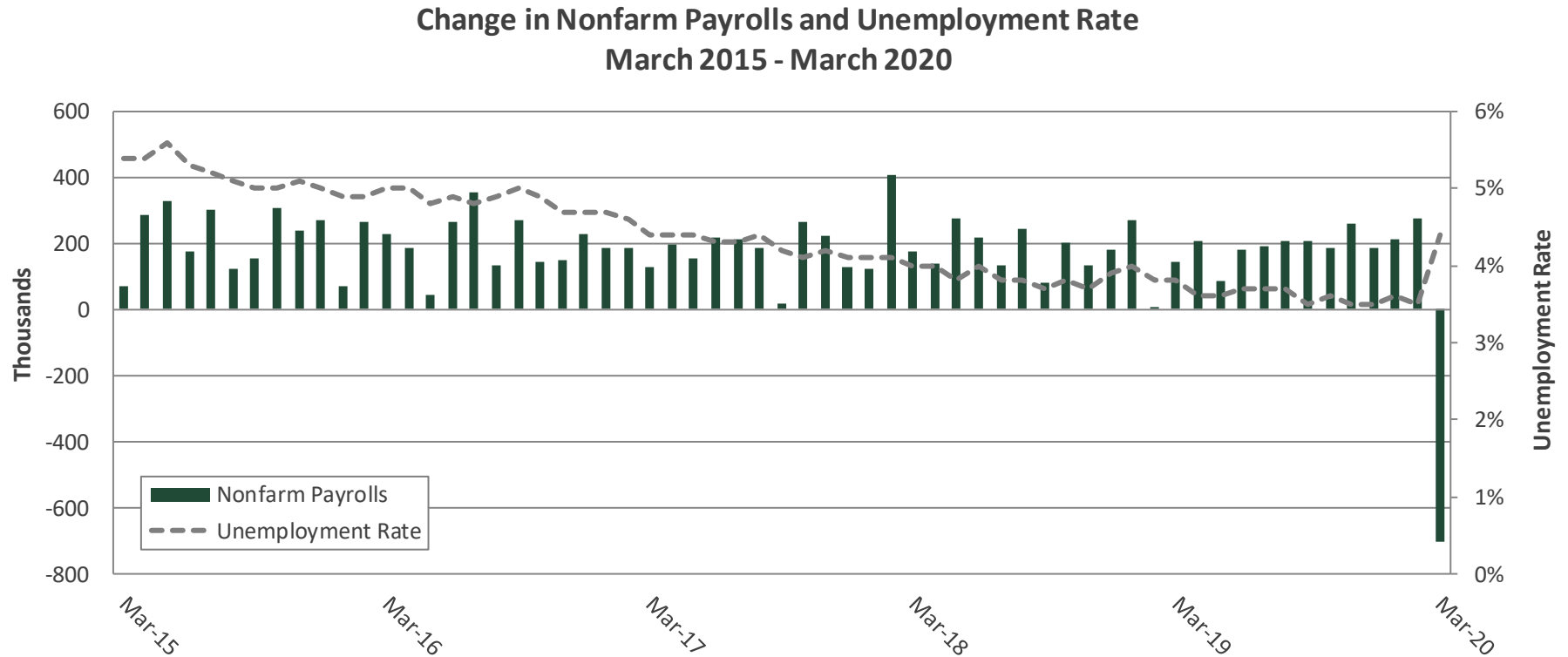
Initial Claims For Unemployment January 31, 2020 - April 17, 2020



Source: US Department of Labor

More than 4.4 million people filed an initial claim for unemployment in the April 18 week, bringing the total number of initial claims since mid-March to 26.5 million. The level of continuing unemployment claims (where the data is lagged by one week) rose to nearly 16 million in the April 10 week, which is the highest on record.

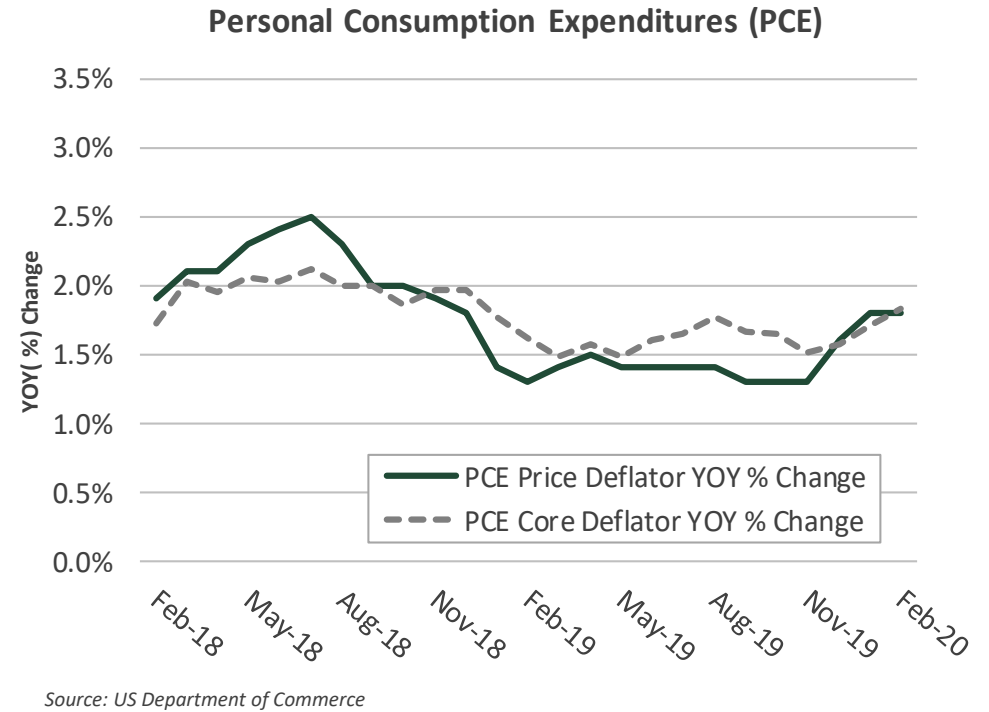
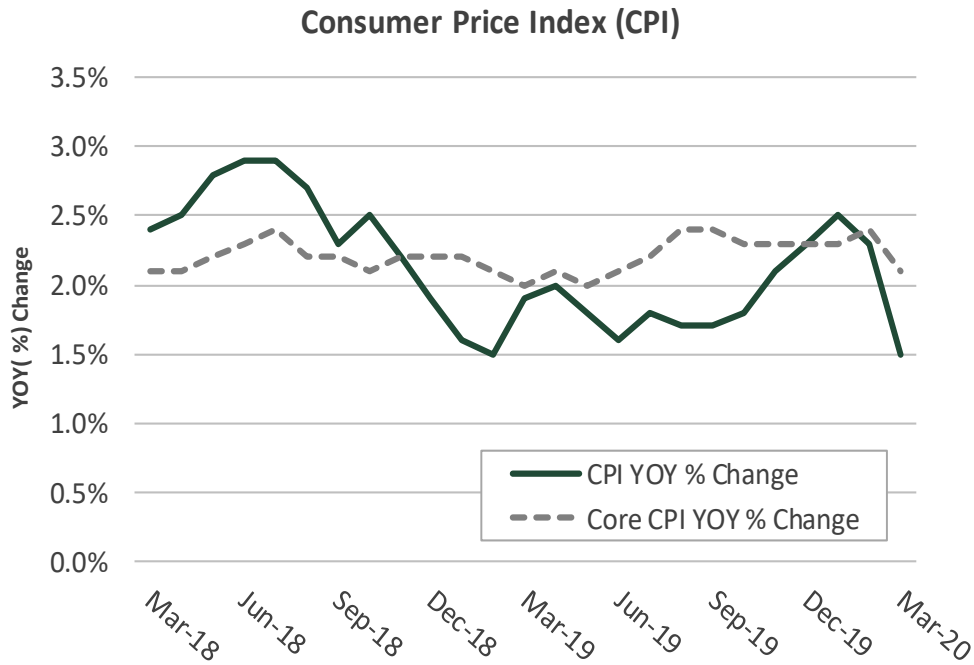
Employment



Source: US Department of Labor

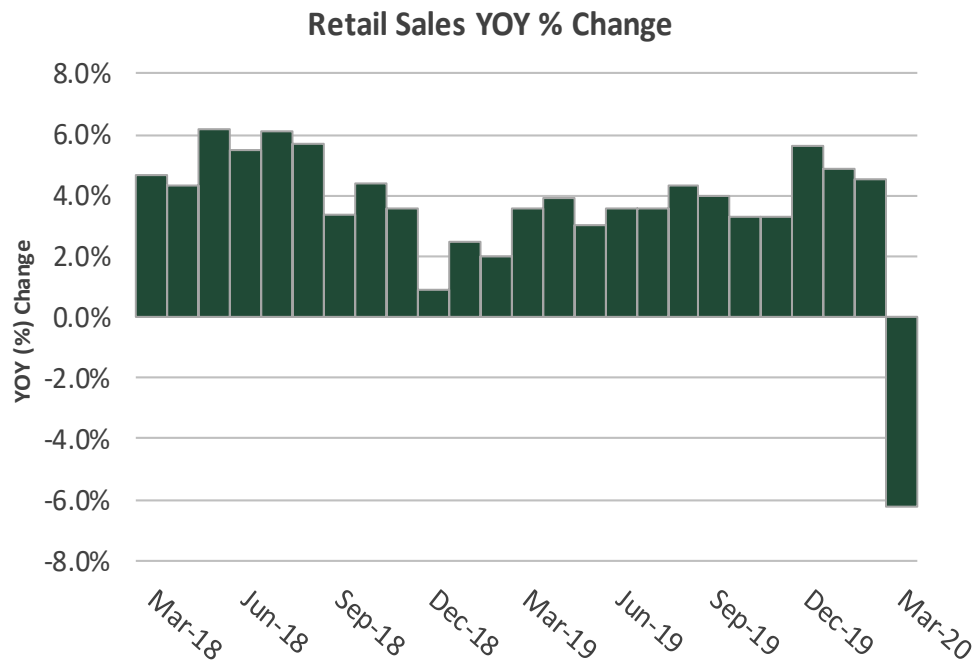
U.S. nonfarm payrolls declined by 701,000 in March. Employment in leisure and hospitality was particularly weak with payrolls down 459,000. The U-3 unemployment rate increased to 4.4% in March from 3.5% in February, and the participation rate declined to 62.7% from 63.4%. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, increased to 8.7% from 7.0%. Wages rose 0.4% in March and were up 3.1% on year-over-year basis. The average workweek declined to 34.2 hours from 34.4 hours. Notably, the establishment survey of payrolls and the household survey of unemployment were collected in the first half of March, which predates many of the business and school closures related to the pandemic.

Inflation

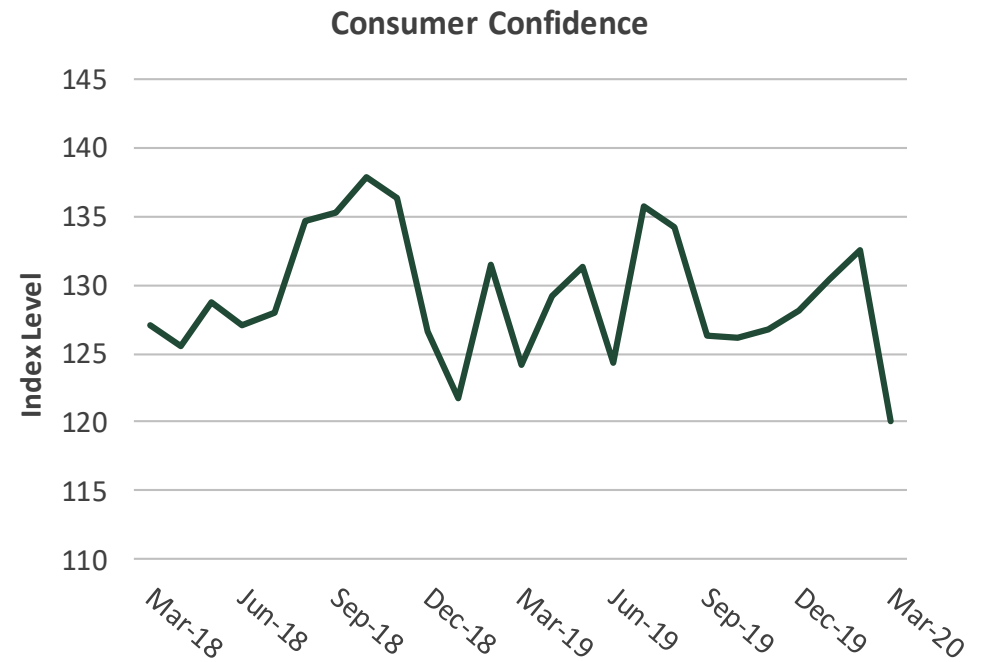


The Consumer Price Index (CPI) was up 1.5% year-over-year in March, down from 2.3% in February. Core CPI (CPI less food and energy) was up 2.1% year-over-year in March, down from 2.4% in February. The CPI data for March indicates that the initial net effect of the pandemic has been deflationary. The Personal Consumption Expenditures (PCE) index was up 1.8% year-over-year in February, unchanged from 1.8% year-over-year in January. Core PCE, which is the Fed's primary inflation gauge, was up 1.8% year-over-year in February versus 1.7% year-over-year in January. Core PCE was trending below the Fed's 2.0% inflation target before the COVID-19 pandemic.

Consumer



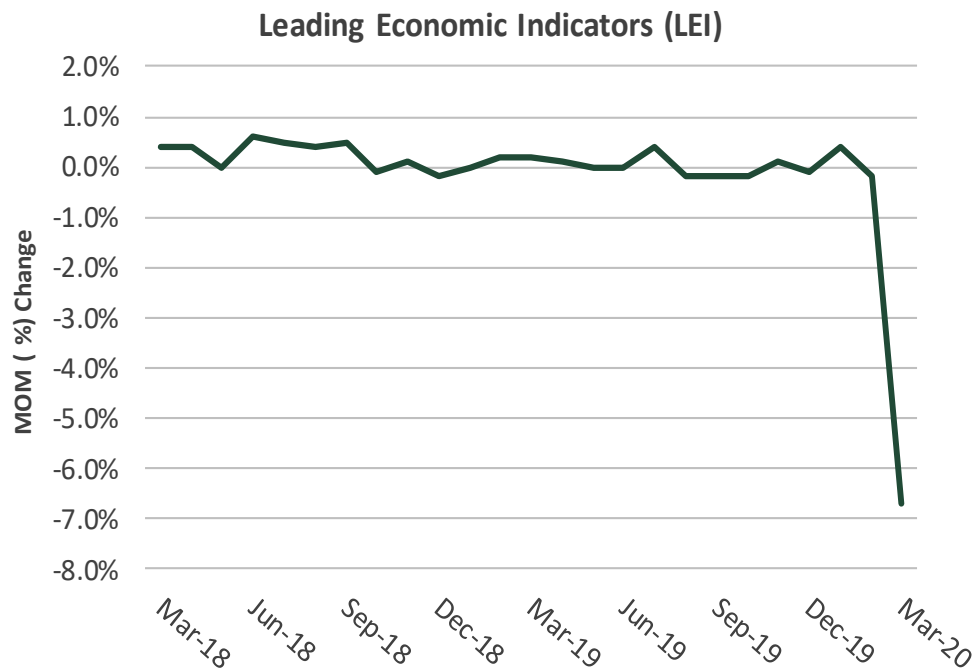
Source: US Department of Commerce



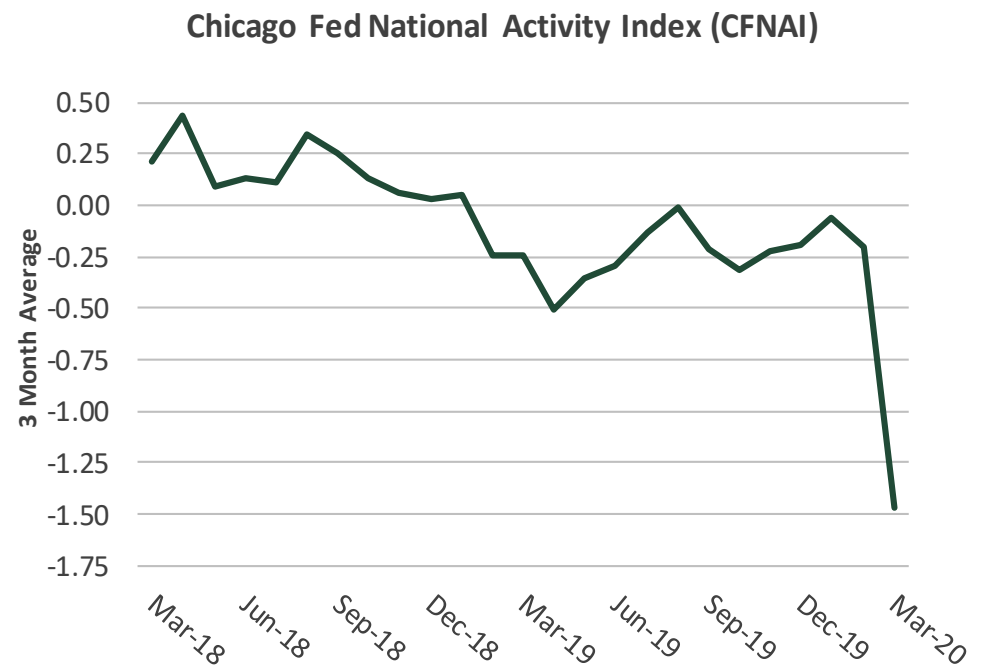
Source: The Conference Board

On a year-over-year basis, retail sales fell 6.2% in March versus an increase of 4.3% in February. On a month-over-month basis, retail sales plunged 8.7% in March, the worst monthly decline on record. Vehicle, gasoline, restaurant, and clothing sales were particularly weak in the month. On a control group basis, retail sales rose 1.9% in March (which was better than expected), helped by a surge in consumer stockpiling. The Consumer Confidence Index remained fairly strong in March but declined to 120.0 from 132.6 in February. The cut-off date for the survey was March 19. Confidence was high going into the pandemic, but we expect to see a meaningful decline in the coming months.

Economic Activity



Source: The Conference Board

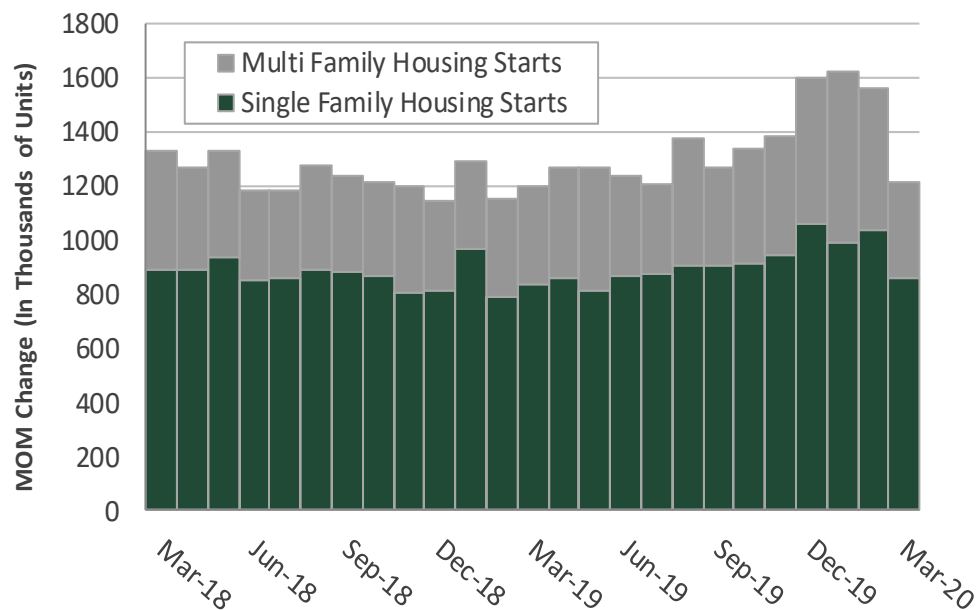


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell 6.7% in March, the largest monthly decline in its 60-year history. On a year-over-year basis, the LEI was down 6.6% in March reflecting broad-based deterioration. According to the Conference Board, the LEI suggests that the US economy is facing a "very deep" contraction. The Chicago Fed National Activity Index (CFNAI) declined to -4.19 in March from 0.06 in February. On a 3-month moving average basis, the CFNAI declined to -1.47 in March from -0.20 in February.

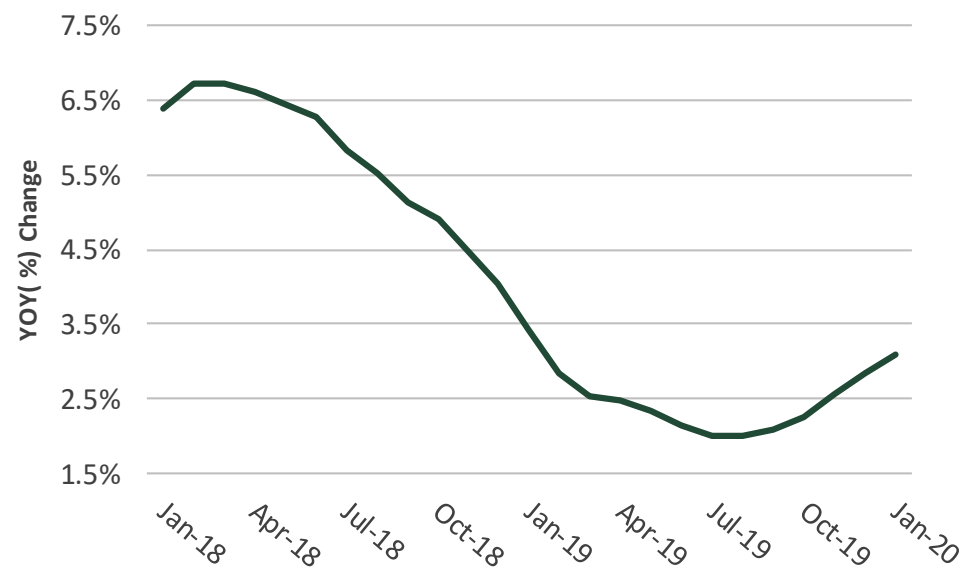
Housing

Housing Starts



Source: US Department of Commerce

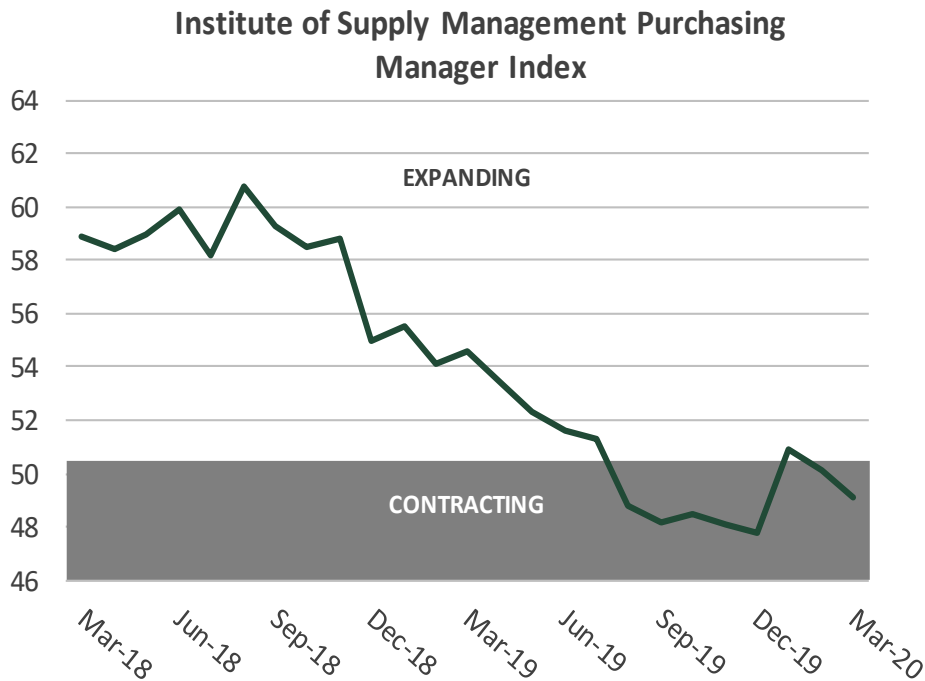
S&P/Case-Shiller 20 City Composite Home Price Index



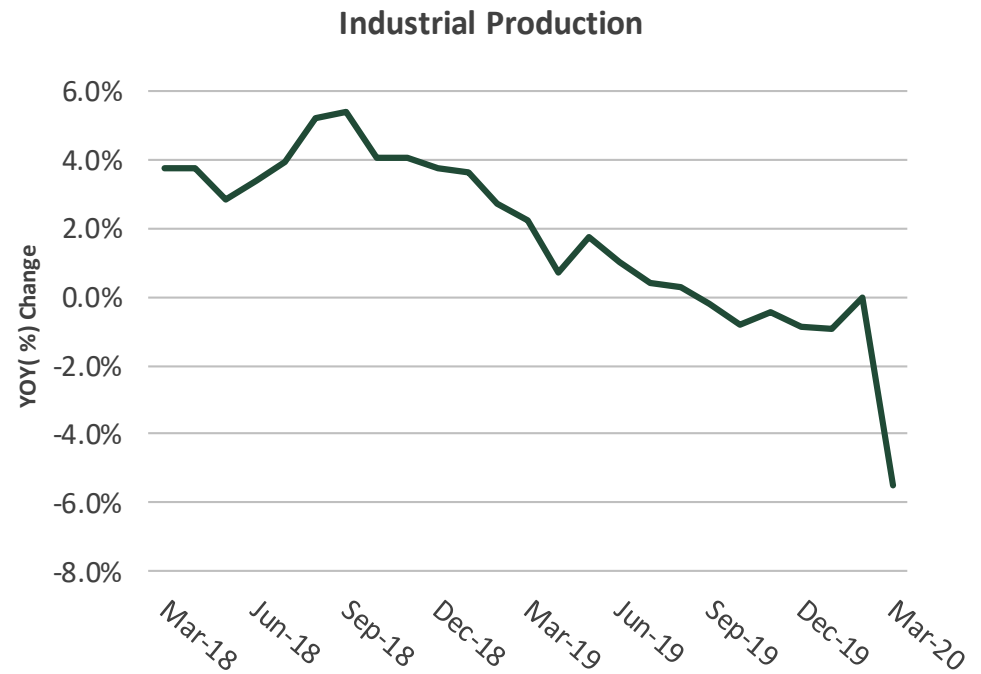
Source: S&P

Housing starts declined 22.3% in March to an annual pace of 1.216 million, although the pace was 1.4% higher on a year-over-year basis. On a month-over-month basis, single family starts fell 17.5% to an annualized rate of 856,000, while multi-family starts declined 31.7% to an annualized rate of 360,000. Low mortgage rates and a strong labor market were fueling housing activity heading into the COVID-19 crisis. Although the month-over-month declines in activity were significant in March, housing starts are generally on pace with the year-ago rate. According to the Case-Shiller 20-City home price index, home prices were up 3.1% year-over-year in January, versus up 2.9% year-over-year in December, which suggests that pricing in the sector was gaining momentum prior to the pandemic.

Manufacturing



Source: Institute for Supply Management



Source: Federal Reserve

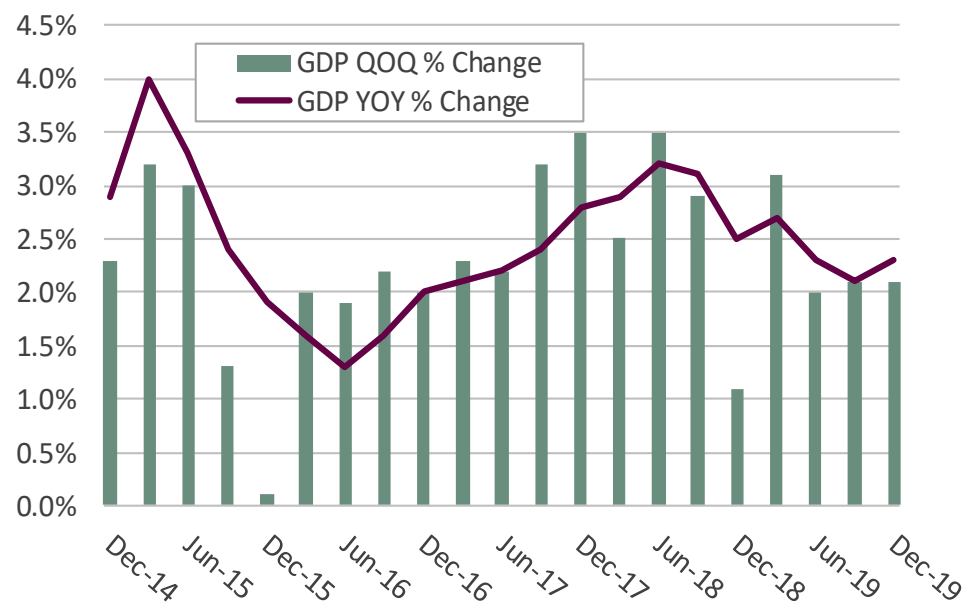
The Institute for Supply Management (ISM) manufacturing index decreased to 49.1 in March from 50.1 in February. The sub-50.0 reading suggests that the manufacturing sector is in contraction but it was stronger than the consensus estimate of 44.0. The Industrial Production index was down 5.5% year-over-year in March, versus up 0.02% in February. On a month-over-month basis, the Industrial Production index fell 5.4% in March (the worst monthly decline since 1946), following a 0.5% increase in February. Capacity Utilization dropped to 72.7% in March from 77.0% in February, well below the long-run average of 79.8%.

Gross Domestic Product (GDP)

Components of GDP	3/19	6/19	9/19	12/19
Personal Consumption Expenditures	0.8%	3.0%	2.1%	1.2%
Gross Private Domestic Investment	1.1%	-1.2%	-0.2%	-1.1%
Net Exports and Imports	0.7%	-0.7%	-0.1%	1.5%
Federal Government Expenditures	0.1%	0.5%	0.2%	0.2%
State and Local (Consumption and Gross Investment)	0.4%	0.3%	0.1%	0.2%
Total	3.1%	2.0%	2.1%	2.1%

Source: US Department of Commerce

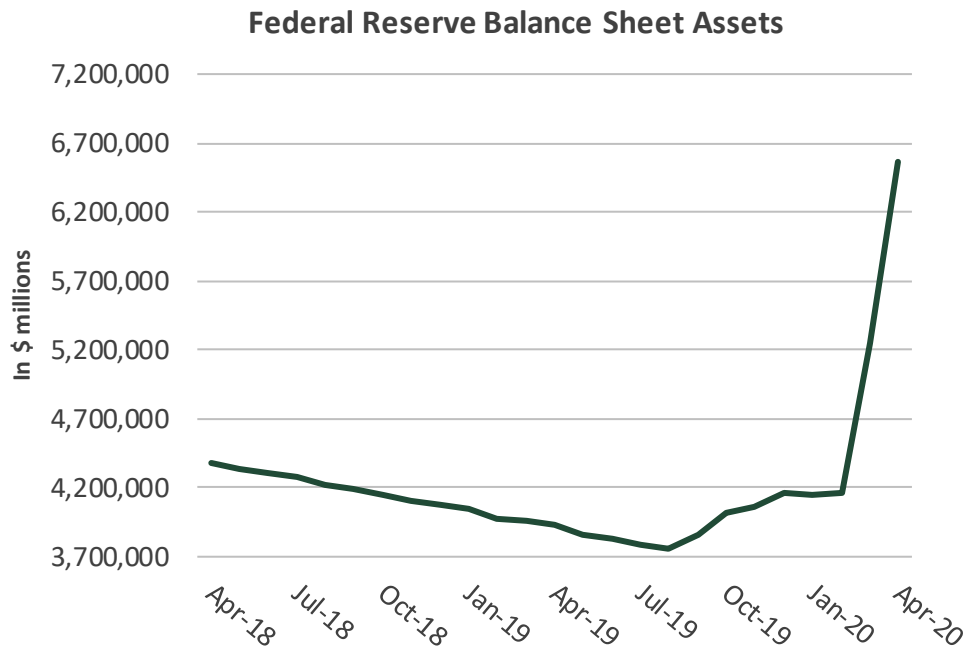
Gross Domestic Product (GDP)



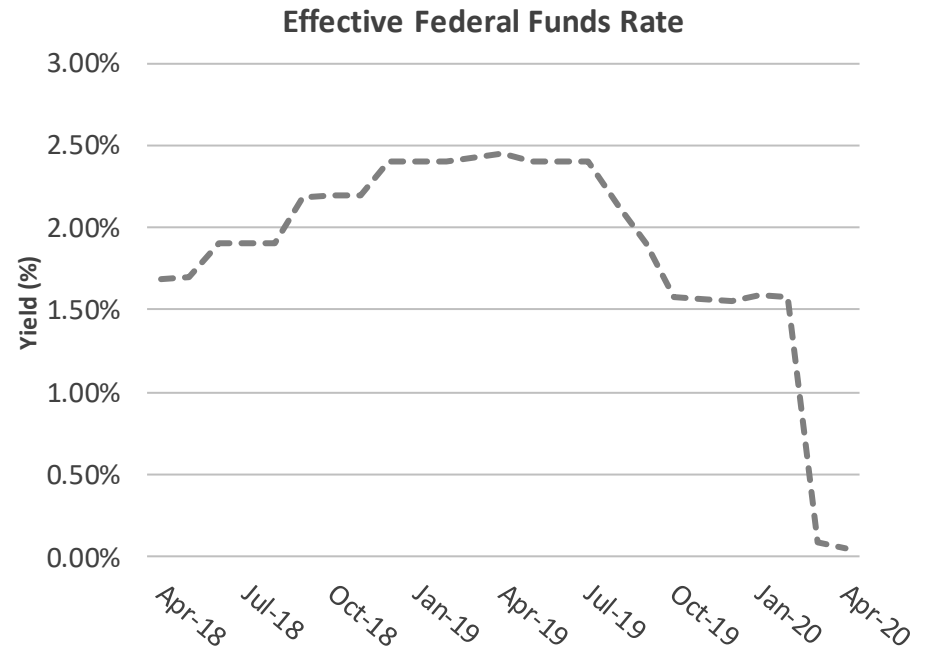
Source: US Department of Commerce

Fourth quarter 2019 GDP grew at a 2.1% annualized rate, in line with expectations. This follows growth of 2.1% in the third quarter, 2.0% in the second quarter, and 3.1% in the first quarter. Overall, GDP grew 2.3% in 2019, down from 2.9% in 2018. Fourth quarter growth was fueled by net exports and consumer spending which contributed 1.5% and 1.2% to GDP in the quarter, respectively, while gross private domestic investment was a drag on the economy. We believe the economy was expanding at a moderate pace at the beginning of this year but containment efforts related to the COVID-19 pandemic have almost certainly resulted in a steep contraction in US economic activity beginning in early March.

Federal Reserve



Source: Federal Reserve



Source: Bloomberg

The Fed has taken a wide range of aggressive actions this month to help stabilize and provide liquidity to the financial markets. The Fed has lowered the fed funds target rate to a range of 0.0%-0.25% and said it will purchase Treasury and agency mortgage-backed securities in any amount needed to support smooth market functioning. Policymakers reinstated the Commercial Paper Funding Facility and Money Market Mutual Fund Liquidity Facility in order to provide liquidity to the commercial paper, money markets, and the municipal bond markets. The Fed has established the Primary Market Corporate Credit Facility and Secondary Market Corporate Credit Facility to support the corporate bond market. The Term Asset-Backed Securities Loan Facility has been established to enable the issuance of asset-backed securities backed by student loans, auto loans, credit card loans, and loans guaranteed by the Small Business Administration. The Fed has established the Paycheck Protection Program Liquidity Facility and Fed's Main Street Lending Facility which will support the flow of credit to businesses. The Fed established the Municipal Liquidity Facility to purchase short-term debt directly from US states, counties, and cities. The Fed has also provided short-term funding through large-scale repo operations and lowered the reserve requirement for depository institutions.

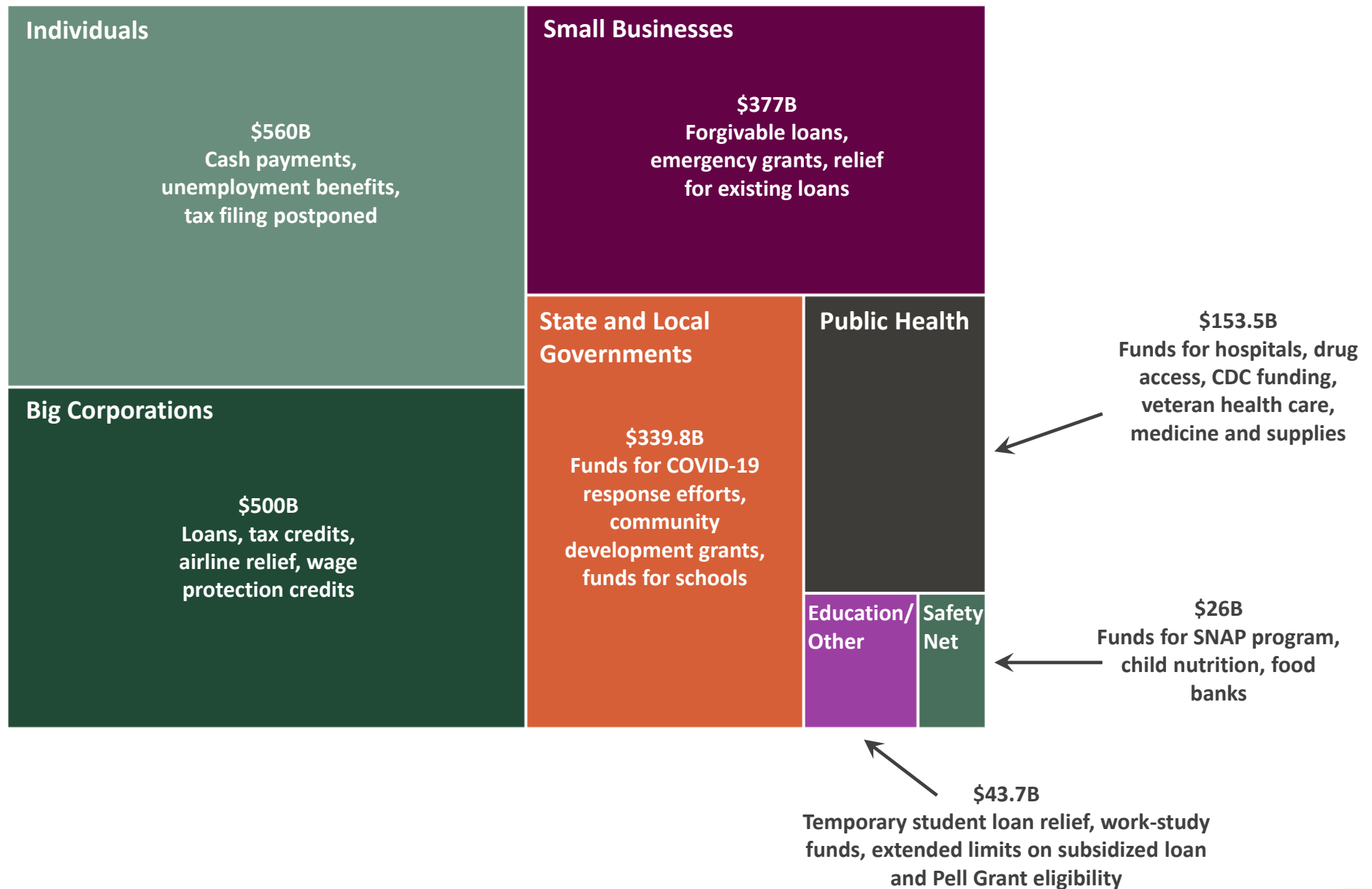
Unprecedented Fed Intervention

Fed Action	Details
Rate Cuts	• Cut fed funds target rate by 1.50% to 0.00-0.25% • Discount window rate lowered to 0.25% • Fractional reserve requirement 0% • Interest on Excess Reserves cut to 0.10%
TSY/Agency MBS Purchases	• \$500 billion+ TSY and \$200 billion+ AGY MBS
Repo Operations	• \$1.5 trillion+ short-term repo facilities to provide liquidity
Commercial Paper Funding Facility (CPFF)	• Purchases of Tier 1 CP*
Primary Dealer Credit Facility (PDCF)	• Loans to Primary Dealers up to 3 months
Money Market Mutual Fund Liquidity Facility (MMLF)	• Liquidity to MMFs in form of loans to banks to purchase assets from MMFs
FX Swap Lines	• Temporary lending to boost circulation of dollars worldwide
Primary Market Corporate Credit Facility (PMCCF)	• Purchases of investment grade corporate debt directly from issuers**
Secondary Market Corporate Credit Facility (SMCCF)	• Purchases of investment grade debt and ETFs (IG and HY) in the secondary market
Term ABS Loan Facility (TALF)	• Loans to investors to buy highest-rated ABS, CMBS and CLOs to support consumer and business credit
Municipal Liquidity Facility	• Up to \$500 billion in lending to states and municipalities via debt security purchases from states, large counties, and cities
Main Street Lending Program	• Up to \$600 billion in loan purchases from small- and mid-sized businesses
Paycheck Protection Program Liquidity Facility (PPP)	• Liquidity to participating financial institutions through term financing backed by PPP loans to small businesses

*CP issuers that were Tier 1 as of March 17, 2020 and were subsequently downgraded to no lower than Tier 2 may be eligible on a one-time basis. **Issuers that were rated at least Baa3/BBB- as of March 22, 2020 and were subsequently downgraded to no lower than Ba3/BB- may be eligible.

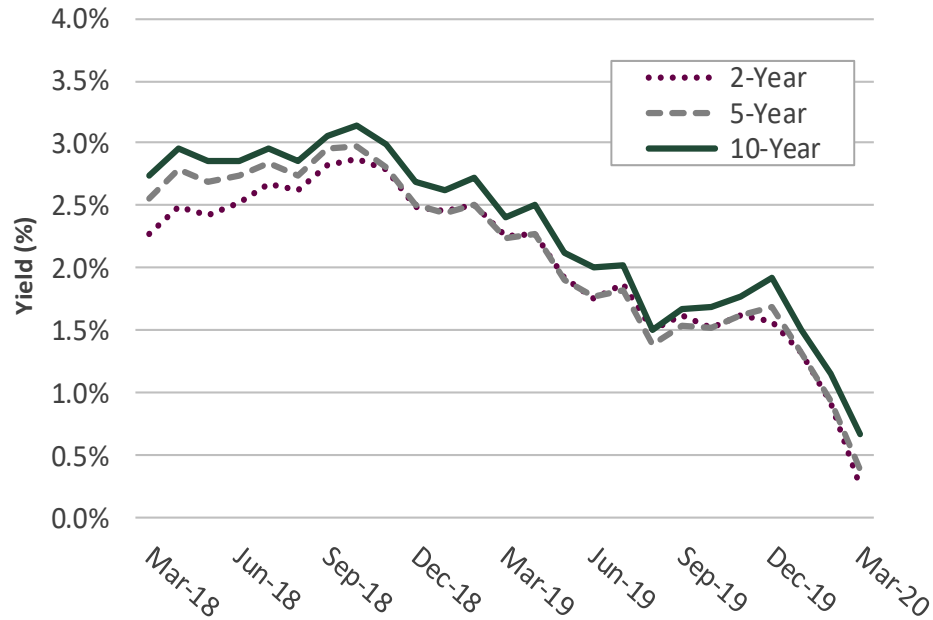
Source: US Federal Reserve

\$2 Trillion CARES Act



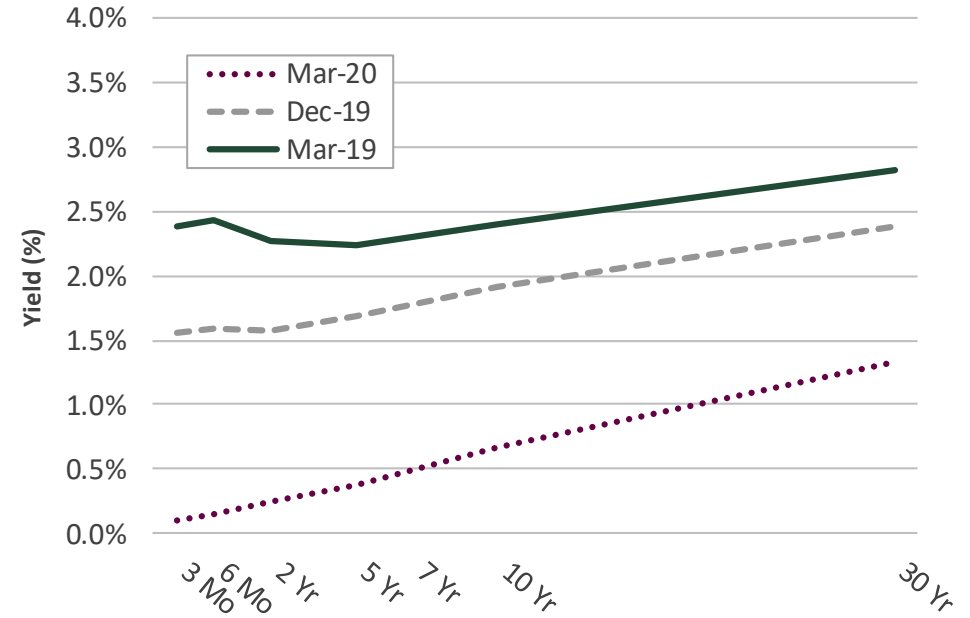
Bond Yields

US Treasury Note Yields



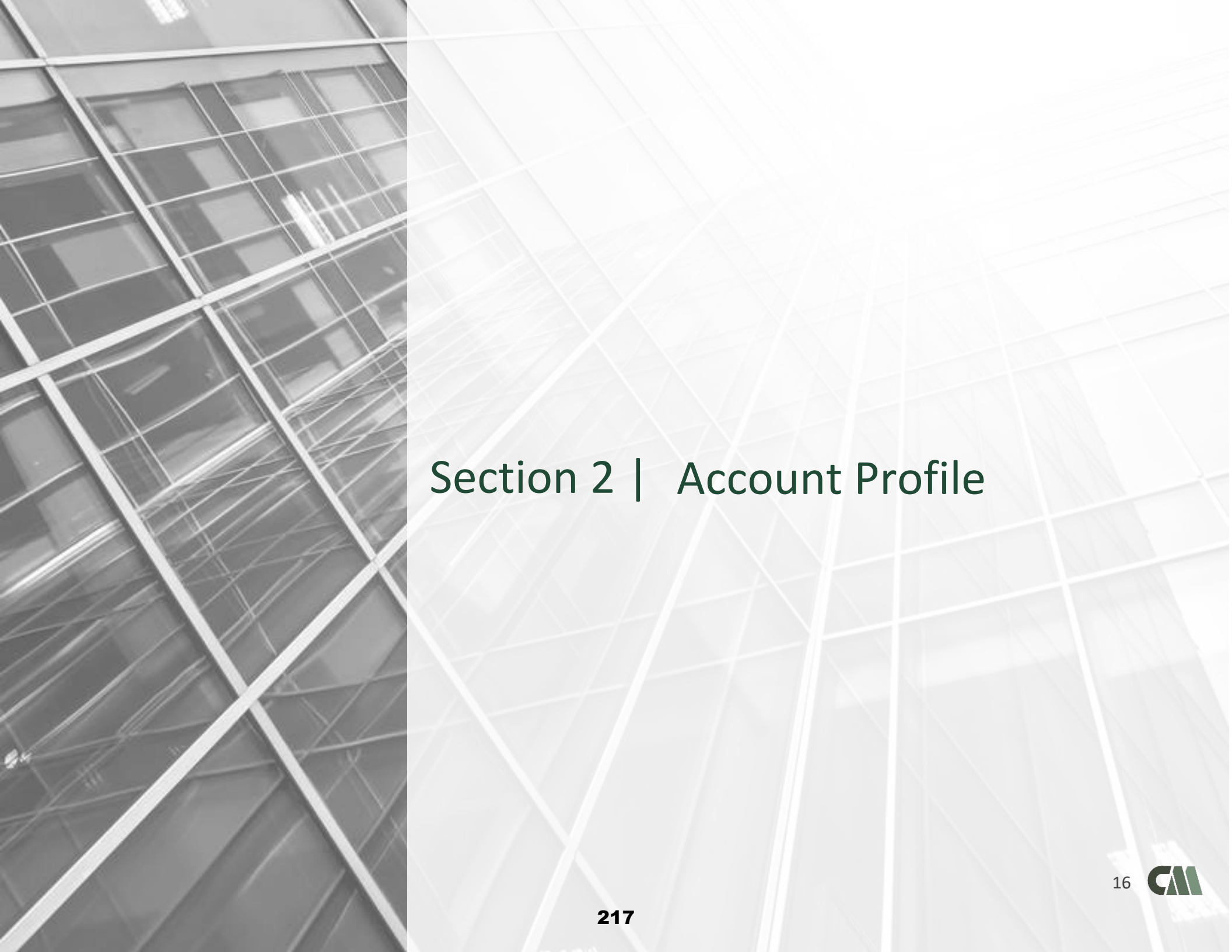
Source: Bloomberg

US Treasury Yield Curve



Source: Bloomberg

At March month-end, Treasury yields were much lower on a year-over-year basis. The 3-month T-bill yield was down 232 basis points, the 2-year Treasury yield was down 202 basis points, and the 10-Year Treasury yield was down 174 basis points, year-over-year. Much of the spread movement was in the month of March, with the Fed cutting rates by a total of 150 basis points and concerns about a global recession and a flight to safe-haven assets driving down yields across the curve.



Section 2 | Account Profile

Investment Objectives

The investment objectives for the City of Pittsburgh, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.

City of Pittsburgh Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
Treasury Issues	No limit	Complies
Agency Issues	No limit	Complies
Supranationals	"AA" rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; USD denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, IADB	Complies
Municipal Obligations	"A" rated or one of the top three rating categories by a NRSRO; 30% maximum; 5% max per issuer	Complies
Banker's Acceptances	"A-1" rated or highest short-term rating category by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or higher by a NRSRO; "A" long-term rated issuer or higher by a NRSRO, if any; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets >\$500 million; 10% max of the outstanding commercial paper of any single issuer.	Complies
Negotiable Certificates of Deposit (NCD)	AA- rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank.	Complies
Time Deposits/Certificates of Deposit (CD)	"A" rated or one of the three highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; 1 year max maturity; FDIC insured or fully collateralized in financial institutions located in California, including US branches of foreign banks licensed to do business in California	Complies
Corporate Medium Term Notes	"A" rated or one of the three highest categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	Complies
Asset-Backed (ABS), Mortgage-Backed Securities; Pass-Throughs, CMOs	"AA" rated or one of the two highest rating categories by a NRSRO; "A" rated issuer or one of two highest rating categories by a NRSRO; 20% maximum; 5% max per issuer	Complies
Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; or SEC registered adviser with AUM >\$500 million and experience greater than 5 years; 20% maximum; 10% max per fund	Complies
Local Agency Investment Fund (LAIF)	\$50 million maximum; Not used by IA	Complies
California Asset Management Program (CAMP)	pursuant to CGC 53601; Not used by IA	Complies

City of Pittsburgh Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
Repurchase Agreements	"A" rated or one of the three highest categories by two NRSROs; 15% maximum; 5% max per issuer; 90 days max maturity; 102% collateralized; Not used by IA	<i>Complies</i>
Prohibited	Common stocks, Futures contracts, Options, Inverse floaters, Range notes, Mortgage derived Interest-only strips, Zero interest accrual securities, Any purchase of any security not listed in Section 8-Eligible Investments of the Investment Policy, unless approved by the City Council	<i>Complies</i>
Max Per Fund	10% per fund, with the exception of US Treasuries, Federal Agencies, and authorized pools	<i>Complies</i>
Max Per Issuer	5% of portfolio per issuer, with the exception of US Treasuries, Federal Agencies, and authorized pools	<i>Complies</i>
Diversification	With the exception of US Treasury securities, Federal Agency securities, and authorized pools, no more than 30% of the total portfolio, and less where stated, will be invested in a single security type with no more than 5% invested with a single issuer.	<i>Complies</i>
Maximum maturity	5 years	<i>Complies</i>

Account Structure

As of March 31, 2020

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	8,405,108.63	8,405,108.63	6.06%
Investment Pools	31,000,503.18	31,232,418.42	22.52%
Additional Bonded Debt Funds	29,124,084.08	29,144,058.50	21.01%
Total	68,529,695.89	68,781,585.55	49.59%
Funds Managed by City's Investment Advisor			
Operating Funds	62,892,166.56	64,033,673.13	46.16%
Bond Managed Reserve	5,892,094.92	5,896,869.11	4.25%
Total	68,784,261.48	69,930,542.24	50.41%
Total City Funds	137,313,957.37	138,712,127.79	100.00%

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

Sector Allocation

As of March 31, 2020

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents ¹	8,405,108.63	8,405,108.63	8.11%	1	N/A
Money Market Funds	2,259,140.35	2,259,140.35	2.18%	1	0.02%
Investment Pools ²	31,000,503.18	31,232,418.42	30.13%	1	N/A
Total Liquidity	41,664,752.16	41,896,667.40	40.41%	1	1.45%
U.S. Treasury Notes	14,448,395.64	14,959,298.01	14.43%	281	0.97%
Federal Agency Securities	17,659,041.85	18,216,235.99	17.57%	905	2.01%
Negotiable Certificates of Deposit	3,315,000.00	3,323,341.31	3.21%	120	2.04%
Medium-Term Corporate Notes	15,824,141.55	15,786,460.17	15.23%	354	2.34%
Asset-Backed Securities	3,017,608.56	3,020,055.54	2.91%	785	2.12%
Commercial Paper	2,325,781.11	2,337,229.05	2.25%	117	1.78%
Supranationals	2,931,447.53	3,005,612.60	2.90%	402	2.26%
Collateralized Mortgage Obligations	586,588.97	593,771.61	0.57%	759	2.66%
Municipal Bonds	525,021.00	532,528.50	0.51%	365	2.80%
Total Securities	60,633,026.21	61,774,532.78	59.59%	505	1.87%
Total Operating Funds	102,297,778.37	103,671,200.18	100.00%	301	1.70%
Bonded Debt Funds					
Pittsburg Pension Bond	3,037,986.27	3,037,986.27	8.67%	1	0.22%
Pittsburg AD Auto Mall	326,152.38	326,695.85	0.93%	139	1.52%
Pittsburg AD Vista DM	751,883.42	753,137.59	2.15%	142	1.52%
Pittsburg 2011A PIFA AD Ser	1,543,557.92	1,546,149.86	4.41%	142	1.53%
Pittsburg 2011B PIFA AD Ser	232,514.93	232,899.54	0.66%	139	1.51%
Additional Bonded Debt Funds ³	29,124,084.08	29,144,058.50	83.17%	N/A	N/A
Total Bonded Debt Funds	35,016,179.00	35,040,927.61	100.00%	69	0.85%
Total City Funds	137,313,957.37	138,712,127.79			

^{1,2}Funds not managed by City's investment adviser

³Bonded Debt Funds not managed, nor tracked by City's investment adviser

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

Portfolio Characteristics

As of March 31, 2020

City of Pittsburgh Managed Consolidated

	3/31/2020 Portfolio	12/31/2019 Portfolio
Average Maturity (yrs)	1.59	1.62
Modified Duration	1.46	1.44
Average Purchase Yield	2.02%	2.22%
Average Market Yield	1.10%	1.77%
Average Quality*	AA/Aa2	AA/Aa2
Market Value**	64,033,673	62,936,276

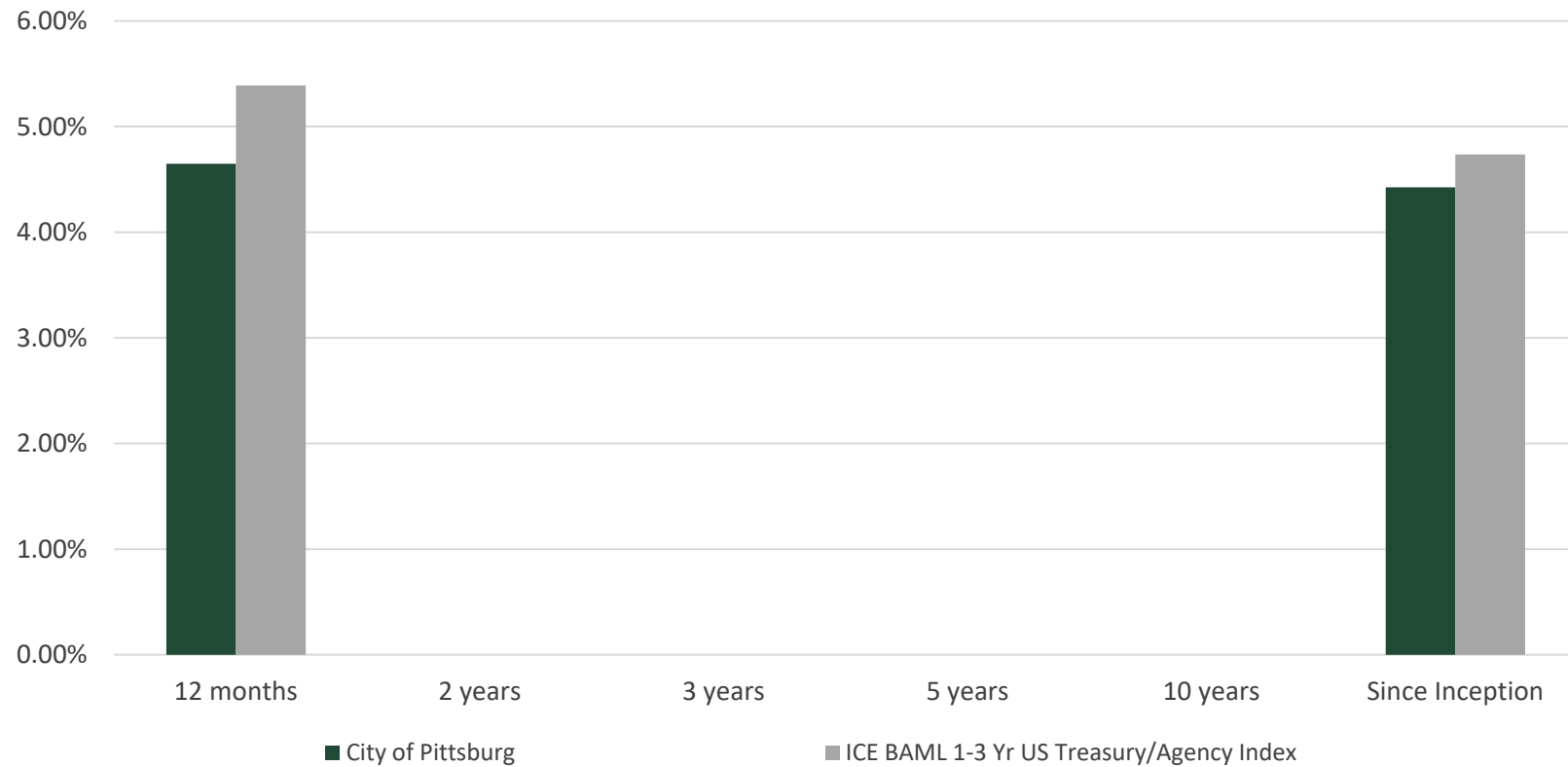
*Portfolio is S&P and Moody's, respectively.

**Excludes accrued interest.

Investment Performance

As of March 31, 2020

City of Pittsburgh Total Rate of Return Annualized Since Inception 07/31/2018



TOTAL RATE OF RETURN	Annualized						Since Inception
	3 months	12 months	2 years	3 years	5 years	10 years	
City of Pittsburgh	1.94%	4.65%	N/A	N/A	N/A	N/A	4.42%
ICE BAML 1-3 Yr US Treasury/Agency Index	2.78%	5.39%	N/A	N/A	N/A	N/A	4.74%

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Portfolio Characteristics

As of March 31, 2020

City of Pittsburgh Bond Reserve Consolidated

	3/31/2020 Portfolio	12/31/2019 Portfolio
Average Maturity (yrs)	0.19	0.06
Modified Duration	0.19	0.06
Average Purchase Yield	0.85%	1.66%
Average Market Yield	0.85%	1.66%
Average Quality*	AAA/Aaa	AAA/Aaa
Market Value**	5,896,869	6,565,872

*Portfolio is S&P and Moody's, respectively.

**Excludes accrued interest.



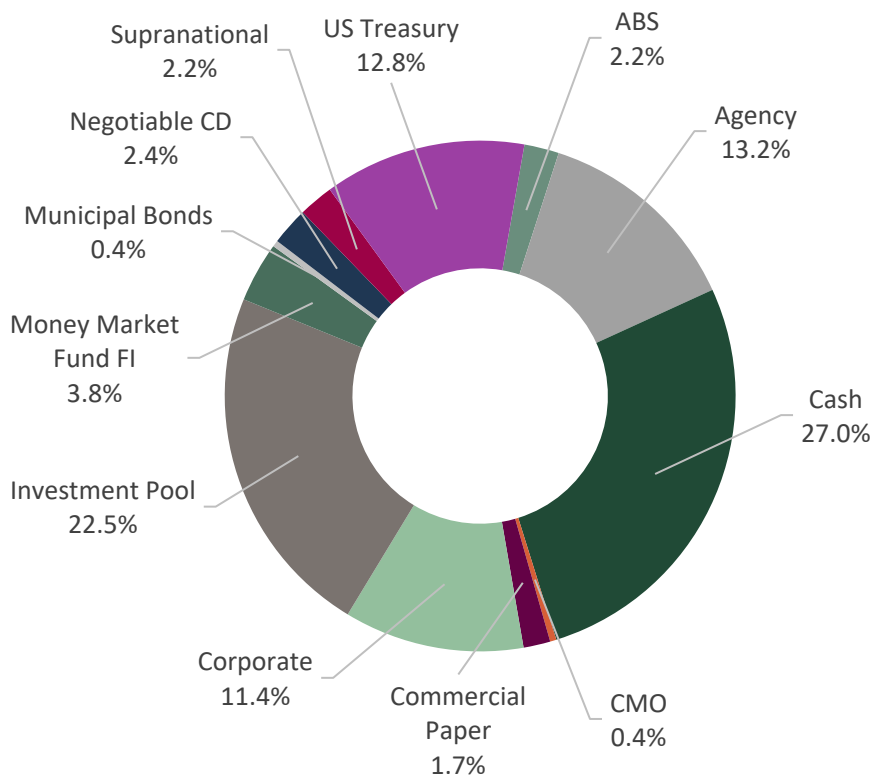
Section 3 | Consolidated Information

Sector Distribution

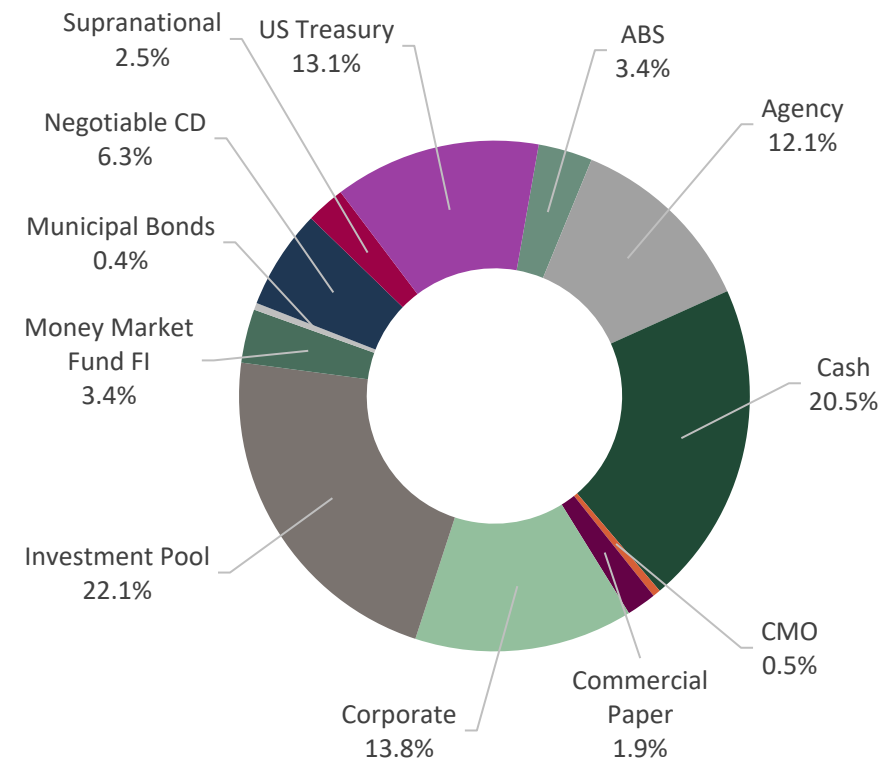
As of March 31, 2020

City of Pittsburgh Total Consolidated

March 31, 2020



December 31, 2019



City of Pittsburgh Total Consolidated – Account #10638

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
City of Pittsburgh	Cash	NR	NR	27.01%
City of Pittsburgh	Investment Pool	NR	NR	22.47%
Government of United States	US Treasury	AA+	Aaa	10.00%
Federal Home Loan Bank	Agency	AA+	Aaa	7.38%
Federal National Mortgage Association	Agency	AA+	Aaa	3.05%
Government of United States	US Treasury	A-1+	P-1	2.83%
Federal Farm Credit Bank	Agency	AA+	Aaa	2.73%
Wells Fargo Adv Tsy Plus Money Market Fund	Money Market Fund FI	AAA	Aaa	2.20%
Wells Fargo Advantage Govt Money Market Fund	Money Market Fund FI	AAA	Aaa	1.63%
Inter-American Dev Bank	Supranational	AAA	Aaa	1.27%
Bank of Montreal Chicago	Negotiable CD	A-1	P-1	1.08%
Wells Fargo Corp	Corporate	A-	A2	1.05%
Bank of America Corp	Corporate	A-	A2	0.91%
MUFG Bank Ltd/NY	Commercial Paper	A-1	P-1	0.89%
State Street Bank	Corporate	A	A1	0.76%
Bank of New York	Corporate	A	A1	0.73%
JP Morgan ABS	ABS	AAA	NR	0.72%
Swedbank Inc	Negotiable CD	AA-	Aa2	0.69%
Wal-Mart Stores	Corporate	AA	Aa2	0.69%
HSBC Holdings PLC	Corporate	A	A2	0.68%
Paccar Financial	Corporate	A+	A1	0.63%
Intl Bank Recon and Development	Supranational	AAA	Aaa	0.63%
WestPac Banking Corp	Negotiable CD	AA-	Aa3	0.63%
PNC Financial Services Group	Corporate	A	A2	0.60%
JP Morgan Chase & Co	Commercial Paper	A-1	P-1	0.57%
General Dynamics Corp	Corporate	A	A2	0.56%
Toyota Motor Corp	Corporate	AA-	A1	0.56%
Truist Financial Corporation	Corporate	A-	A3	0.52%
Honda Motor Corporation	Corporate	A	A3	0.49%
John Deere ABS	ABS	NR	Aaa	0.42%
State of California	Municipal Bonds	AA-	Aa2	0.39%
US Bancorp	Corporate	A+	A1	0.38%
JP Morgan Chase & Co	Corporate	A-	A2	0.36%
Deere & Company	Corporate	A	A2	0.36%
IBM Corp	Corporate	A	A2	0.34%
Goldman Sachs Inc.	Corporate	BBB+	A3	0.34%
Citigroup Inc	Corporate	BBB+	A3	0.34%
Toyota ABS	ABS	AAA	Aaa	0.30%

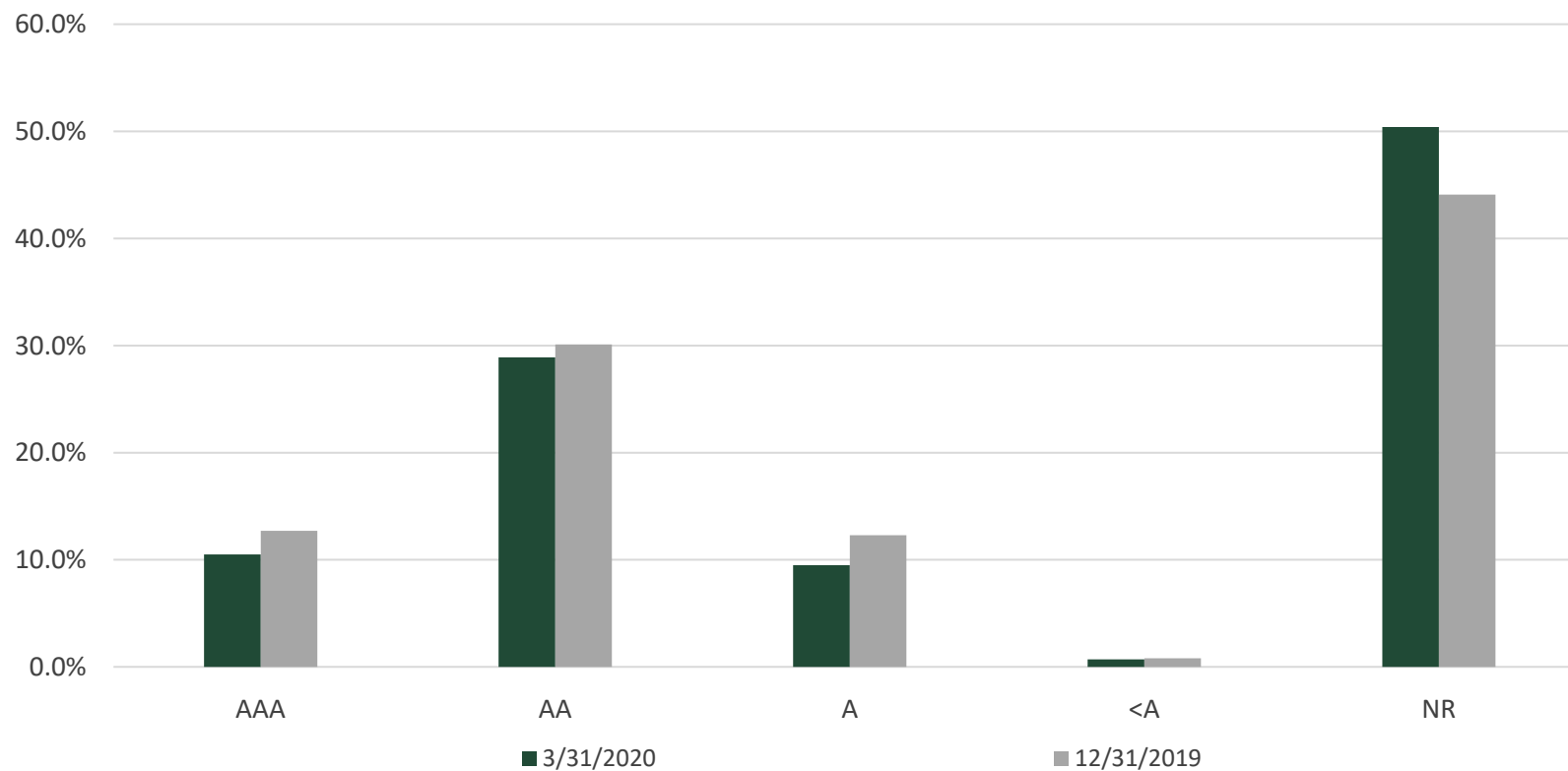
City of Pittsburgh Total Consolidated – Account #10638

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
Honda ABS	ABS	AAA	Aaa	0.29%
National Rural Utilities	Corporate	A	A2	0.29%
Federal Home Loan Mortgage Corp	CMO	NR	Aaa	0.28%
International Finance Corp	Supranational	AAA	Aaa	0.28%
United Parcel Service	Corporate	A	A2	0.28%
Caterpillar Inc	Corporate	A	A3	0.26%
JP Morgan Securities LLC	Commercial Paper	A-1	P-1	0.22%
Home Depot	Corporate	A	A2	0.17%
Federal National Mortgage Association	CMO	NR	NR	0.15%
Hershey Foods Company	Corporate	A	A1	0.15%
Nissan ABS	ABS	AAA	Aaa	0.14%
Hyundai Auot Receivables	ABS	AAA	Aaa	0.12%
Ally Auto Receivables	ABS	AAA	NR	0.07%
Ally Auto Receivables	ABS	NR	Aaa	0.05%
Hyundai Auot Receivables	ABS	AAA	NR	0.04%
Ford ABS	ABS	NR	Aaa	0.02%
TOTAL				100%

Quality Distribution

As of March 31, 2020

City of Pittsburgh Total Consolidated March 31, 2020 vs. December 31, 2019



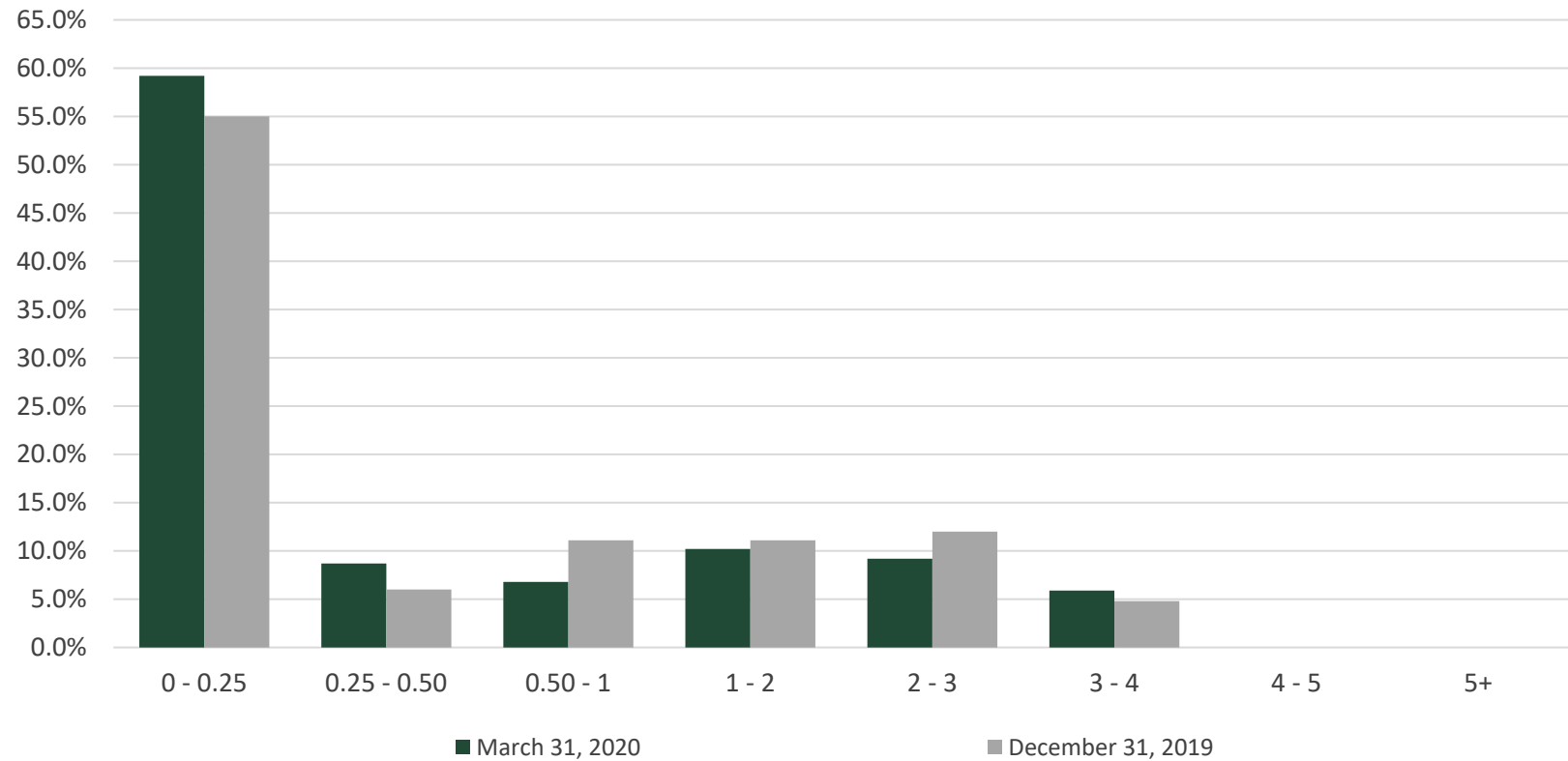
	AAA	AA	A	<A	NR
03/31/20	10.5%	28.9%	9.5%	0.7%	50.4%
12/31/19	12.7%	30.1%	12.3%	0.8%	44.1%

Source: S&P Ratings

Duration Distribution

As of March 31, 2020

City of Pittsburgh Total Consolidated March 31, 2020 vs. December 31, 2019



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
03/31/20	59.2%	8.7%	6.8%	10.2%	9.2%	5.9%	0.0%	0.0%
12/31/19	55.0%	6.0%	11.1%	11.1%	12.0%	4.8%	0.0%	0.0%



Section 3 | Portfolio Holdings

Holdings Report

As of March 31, 2020

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47787XAC1	John Deere Owner Trust 2017-A A3 1.780% Due 04/15/2021	1,640.68	02/22/2017 1.79%	1,640.45 1,640.62	99.90 3.51%	1,638.97 1.30	0.00% (1.65)	Aaa / NR AAA	1.04 0.03
34531EAD8	Ford Credit Auto Owner Trust 2017-A A3 1.670% Due 06/15/2021	27,605.37	01/18/2017 1.68%	27,605.27 27,605.34	99.97 2.09%	27,595.98 20.49	0.02% (9.36)	Aaa / NR AAA	1.21 0.08
02007PAC7	Ally Auto Receivables Trust 2017-1 A3 1.700% Due 06/15/2021	6,419.06	01/24/2017 1.71%	6,418.50 6,418.91	99.90 3.57%	6,412.35 4.85	0.00% (6.56)	Aaa / NR AAA	1.21 0.06
89190BAD0	Toyota Auto Receivables Trust 2017-B A3 1.760% Due 07/15/2021	239,800.78	Various 2.77%	237,013.27 238,518.49	99.89 2.24%	239,539.15 187.58	0.17% 1,020.66	Aaa / AAA NR	1.29 0.23
02007HAC5	Ally Auto Receivables Trust 2017-2 A3 1.780% Due 08/16/2021	64,527.76	03/21/2017 1.79%	64,520.15 64,525.37	99.84 3.17%	64,425.54 51.05	0.05% (99.83)	Aaa / NR AAA	1.38 0.11
44931PAD8	Hyundai Auto Receivables Trust 2017-A A3 1.760% Due 08/16/2021	57,506.84	03/22/2017 1.77%	57,502.18 57,505.38	100.01 1.69%	57,513.86 42.17	0.04% 8.48	NR / AAA AAA	1.38 0.17
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.680% Due 08/16/2021	131,349.18	06/20/2017 1.69%	131,337.82 131,345.41	99.76 2.50%	131,029.42 98.07	0.09% (315.99)	Aaa / AAA NR	1.38 0.30
47788BAD6	John Deere Owner Trust 2017-B A3 1.820% Due 10/15/2021	25,878.94	07/11/2017 1.83%	25,877.04 25,878.25	99.63 3.56%	25,784.23 20.93	0.02% (94.02)	Aaa / NR AAA	1.54 0.21
02007FAC9	Ally Auto Receivables Trust 2017-4 A3 1.750% Due 12/15/2021	100,638.24	08/15/2017 1.76%	100,636.95 100,637.73	100.02 1.66%	100,663.00 78.27	0.07% 25.27	NR / AAA AAA	1.71 0.25
44932GAD7	Hyundai Auto Receivables Trust 2017-B A3 1.770% Due 01/18/2022	165,672.60	08/09/2017 1.79%	165,643.90 165,660.93	99.79 2.41%	165,324.69 130.33	0.12% (336.24)	Aaa / AAA NR	1.80 0.33
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.930% Due 01/18/2022	174,280.14	11/07/2017 1.94%	174,264.06 174,273.21	99.96 2.03%	174,218.43 121.46	0.13% (54.78)	Aaa / AAA NR	1.80 0.43
43814UAC3	Honda Auto Receivables Trust 2018-1 A3 2.640% Due 02/15/2022	272,250.30	02/22/2018 2.66%	272,215.09 272,233.64	100.37 1.95%	273,257.35 319.44	0.20% 1,023.71	Aaa / AAA NR	1.88 0.53
47788CAC6	John Deere Owner Trust 2018-A A3 2.660% Due 04/18/2022	294,838.27	Various 3.07%	292,825.52 293,656.73	99.27 0.41%	292,684.62 348.57	0.21% (972.11)	Aaa / NR AAA	2.05 0.43
65478DAD9	Nissan Auto Receivables Trust 2018-A A3 2.650% Due 05/16/2022	196,592.64	02/21/2018 2.67%	196,570.17 196,581.32	100.34 1.97%	197,255.35 231.54	0.14% 674.03	Aaa / AAA NR	2.13 0.49
161571HE7	Chase Issuance Trust 2016-A4 A4 1.490% Due 07/15/2022	1,000,000.00	07/26/2019 1.93%	993,554.69 995,021.43	99.77 2.33%	997,659.00 662.22	0.72% 2,637.57	NR / AAA AAA	2.29 0.28
47789KAC7	John Deere Owner Trust 2020-A A3 1.100% Due 08/15/2024	270,000.00	03/04/2020 1.11%	269,983.50 269,983.71	98.17 1.87%	265,053.60 165.00	0.19% (4,930.11)	Aaa / NR AAA	4.38 2.39
TOTAL ABS		3,029,000.80	2.12%	3,017,608.56 3,021,486.47	2.03%	3,020,055.54 2,483.27	2.17% (1,430.93)	Aaa / AAA Aaa	2.15 0.51

Holdings Report

As of March 31, 2020

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Agency									
3135G0T60	FNMA Note 1.500% Due 07/30/2020	200,000.00	08/30/2017 1.51%	199,966.00 199,996.17	100.43 0.20%	200,868.40 508.33	0.14% 872.23	Aaa / AA+ AAA	0.33 0.33
313370U55	FHLB Note 2.875% Due 09/11/2020	850,000.00	08/23/2018 2.67%	853,493.50 850,760.27	101.16 0.26%	859,880.40 1,357.64	0.62% 9,120.13	Aaa / AA+ AAA	0.45 0.44
3130AF2D8	FHLB Note 2.860% Due 10/15/2020	1,000,000.00	10/23/2018 2.94%	998,550.00 999,604.36	101.37 0.32%	1,013,676.00 13,187.78	0.74% 14,071.64	Aaa / AA+ AAA	0.54 0.53
3135G0U27	FNMA Note 2.500% Due 04/13/2021	305,000.00	04/12/2018 2.55%	304,545.55 304,843.68	102.23 0.34%	311,796.32 3,558.33	0.23% 6,952.64	Aaa / AA+ AAA	1.04 1.01
313383ZU8	FHLB Note 3.000% Due 09/10/2021	1,000,000.00	10/04/2018 3.03%	999,260.00 999,635.87	103.79 0.36%	1,037,941.00 1,750.00	0.75% 38,305.13	Aaa / AA+ NR	1.45 1.42
3135G0U92	FNMA Note 2.625% Due 01/11/2022	1,000,000.00	02/26/2019 2.52%	1,002,910.00 1,001,803.15	103.87 0.44%	1,038,685.00 5,833.33	0.75% 36,881.85	Aaa / AA+ AAA	1.78 1.74
313378WG2	FHLB Note 2.500% Due 03/11/2022	500,000.00	03/28/2019 2.25%	503,530.00 502,321.68	104.15 0.36%	520,758.50 694.44	0.38% 18,436.82	Aaa / AA+ NR	1.95 1.91
3135G0V59	FNMA Note 2.250% Due 04/12/2022	1,000,000.00	04/17/2019 2.42%	995,020.00 996,614.51	103.68 0.43%	1,036,777.00 10,562.50	0.75% 40,162.49	Aaa / AA+ AAA	2.03 1.97
313379Q69	FHLB Note 2.125% Due 06/10/2022	1,100,000.00	05/20/2019 2.24%	1,096,205.00 1,097,279.57	103.84 0.36%	1,142,277.40 7,207.29	0.83% 44,997.83	Aaa / AA+ AAA	2.19 2.14
3135G0W33	FNMA Note 1.375% Due 09/06/2022	965,000.00	09/05/2019 1.49%	961,641.80 962,279.12	102.41 0.38%	988,257.47 921.44	0.71% 25,978.35	Aaa / AA+ AAA	2.44 2.39
3133EKY91	FFCB Note 1.375% Due 10/11/2022	1,000,000.00	10/08/2019 1.46%	997,430.00 997,835.67	101.18 0.90%	1,011,832.00 6,493.06	0.73% 13,996.33	Aaa / AA+ AAA	2.53 2.47
3130AFE78	FHLB Note 3.000% Due 12/09/2022	1,300,000.00	01/18/2019 2.74%	1,312,207.00 1,308,459.61	106.63 0.51%	1,386,170.50 12,133.33	1.01% 77,710.89	Aaa / AA+ AAA	2.69 2.58
3133EKUA2	FFCB Note 1.850% Due 02/01/2023	700,000.00	07/23/2019 1.86%	699,825.00 699,859.24	102.98 0.78%	720,889.40 2,158.33	0.52% 21,030.16	Aaa / AA+ AAA	2.84 2.76
3133ELNW0	FFCB Note 1.450% Due 02/21/2023	1,000,000.00	02/19/2020 1.45%	999,970.00 999,971.09	101.96 0.76%	1,019,641.00 1,611.11	0.73% 19,669.91	Aaa / AA+ AAA	2.90 2.83
3133834G3	FHLB Note 2.125% Due 06/09/2023	1,000,000.00	06/14/2019 1.93%	1,007,470.00 1,005,984.23	105.54 0.38%	1,055,389.00 6,611.11	0.76% 49,404.77	Aaa / AA+ NR	3.19 3.08
3133EKZK5	FFCB Note 1.600% Due 08/14/2023	1,000,000.00	08/09/2019 1.63%	998,710.00 998,913.96	103.49 0.55%	1,034,871.00 2,088.89	0.75% 35,957.04	Aaa / AA+ AAA	3.37 3.28
3130A3DL5	FHLB Note 2.375% Due 09/08/2023	1,000,000.00	08/29/2019 1.50%	1,033,950.00 1,028,984.52	106.39 0.50%	1,063,935.00 1,517.36	0.77% 34,950.48	Aaa / AA+ NR	3.44 3.31

Holdings Report

As of March 31, 2020

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3130A3VC5	FHLB Note 2.250% Due 12/08/2023	1,000,000.00	02/13/2020 1.46%	1,029,240.00 1,028,253.44	106.91 0.36%	1,069,135.00 7,062.50	0.77% 40,881.56	Aaa / AA+ NR	3.69 3.53
3135G0V34	FNMA Note 2.500% Due 02/05/2024	600,000.00	01/30/2020 1.44%	624,768.00 623,737.41	107.57 0.51%	645,402.60 2,333.33	0.47% 21,665.19	Aaa / AA+ AAA	3.85 3.67
3130A7PH2	FHLB Note 1.875% Due 03/08/2024	1,000,000.00	03/03/2020 0.85%	1,040,350.00 1,039,578.81	105.81 0.39%	1,058,053.00 1,197.92	0.76% 18,474.19	Aaa / AA+ NR	3.94 3.81
TOTAL Agency		17,520,000.00	2.01%	17,659,041.85 17,646,716.36	0.47%	18,216,235.99 88,788.02	13.17% 569,519.63	Aaa / AA+ Aaa	2.48 2.40
Cash									
90PITT\$00	City of Pittsburgh Cash Equivalents	8,405,108.63	Various 0.00%	8,405,108.63 8,405,108.63	1.00 0.00%	8,405,108.63 0.00	6.05% 0.00	NR / NR NR	0.00 0.00
90PITT\$02	City of Pittsburgh Additional Bonded Debt Funds	29,124,084.08	Various 0.00%	29,124,084.08 29,124,084.08	1.00 0.00%	29,144,058.50 0.00	20.97% 19,974.42	NR / NR NR	0.00 0.00
TOTAL Cash		37,529,192.71	0.00%	37,529,192.71 37,529,192.71	0.00%	37,549,167.13 0.00	27.01% 19,974.42	NR / NR NR	0.00 0.00
CMO									
3136B1XP4	FNMA 2018-M5 A2 3.560% Due 09/25/2021	204,331.23	04/11/2018 2.33%	208,395.61 206,102.05	101.33 1.96%	207,045.36 121.24	0.15% 943.31	NR / NR NR	1.49 0.96
3137BM6P6	FHLMC K721 A2 3.090% Due 08/25/2022	375,000.00	04/04/2018 2.84%	378,193.36 376,749.46	103.13 1.54%	386,726.25 965.63	0.28% 9,976.79	Aaa / NR NR	2.40 2.10
TOTAL CMO		579,331.23	2.67%	586,588.97 582,851.51	1.69%	593,771.61 1,086.87	0.43% 10,920.10	Aaa / NR NR	2.08 1.70
Commercial Paper									
46640PD18	JP Morgan Discount CP 1.900% Due 04/01/2020	300,000.00	10/24/2019 1.94%	297,466.67 300,000.00	100.00 1.94%	300,000.00 0.00	0.22% 0.00	P-1 / A-1 F-1+	0.00 0.00
46640PGM9	JP Morgan Discount CP 1.830% Due 07/21/2020	800,000.00	10/25/2019 1.88%	789,020.00 795,486.00	99.44 1.88%	795,486.00 0.00	0.57% 0.00	P-1 / A-1 F-1+	0.31 0.30
62479LHQ1	MUFG Bank Ltd Discount CP 1.640% Due 08/24/2020	1,250,000.00	02/18/2020 1.68%	1,239,294.44 1,241,743.05	99.34 1.68%	1,241,743.05 0.00	0.89% 0.00	P-1 / A-1 NR	0.40 0.40
TOTAL Commercial Paper		2,350,000.00	1.78%	2,325,781.11 2,337,229.05	1.78%	2,337,229.05 0.00	1.68% 0.00	P-1 / A-1 F-1+	0.32 0.31

Holdings Report

As of March 31, 2020

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Corporate									
06051GFN4	Bank of America Corp Note 2.250% Due 04/21/2020	1,250,000.00	Various 2.59%	1,246,002.50 1,249,770.11	99.98 2.51%	1,249,800.00 12,500.00	0.91% 29.89	A2 / A- A+	0.06 0.06
369550BA5	General Dynamics Corp Note 2.875% Due 05/11/2020	275,000.00	05/08/2018 3.06%	274,026.50 274,946.73	100.07 2.23%	275,189.75 3,074.65	0.20% 243.02	A2 / A NR	0.11 0.11
369550BA5	General Dynamics Corp Note 2.875% Due 05/11/2020	500,000.00	07/22/2019 2.25%	502,440.00 500,334.25	100.07 2.23%	500,345.00 5,590.28	0.36% 10.75	A2 / A NR	0.11 0.11
69353RFC7	PNC Bank Callable Note Cont 4/19/2020 2.000% Due 05/19/2020	825,000.00	04/01/2019 2.69%	818,697.00 824,265.67	99.87 2.98%	823,903.58 6,050.00	0.60% (362.09)	A2 / A A+	0.13 0.13
437076BQ4	Home Depot Note 1.800% Due 06/05/2020	235,000.00	05/24/2017 1.82%	234,863.70 234,991.92	99.94 2.14%	234,854.30 1,363.00	0.17% (137.62)	A2 / A A	0.18 0.18
02665WBT7	American Honda Finance Note 1.950% Due 07/20/2020	500,000.00	06/27/2019 2.25%	498,455.00 499,558.57	99.59 3.31%	497,937.00 1,922.92	0.36% (1,621.57)	A3 / A NR	0.30 0.30
40428HPV8	HSBC USA Inc Note 2.750% Due 08/07/2020	947,000.00	Various 2.43%	950,396.40 948,031.80	99.53 4.10%	942,524.48 3,906.38	0.68% (5,507.32)	A2 / A A+	0.35 0.35
857477AS2	State Street Bank Note 2.550% Due 08/18/2020	455,000.00	06/08/2017 1.94%	463,499.40 456,016.71	100.16 2.11%	455,737.10 1,385.85	0.33% (279.61)	A1 / A AA-	0.38 0.38
857477AS2	State Street Bank Note 2.550% Due 08/18/2020	600,000.00	06/17/2019 2.24%	602,136.00 600,696.96	100.16 2.11%	600,972.00 1,827.50	0.43% 275.04	A1 / A AA-	0.38 0.38
14913Q2A6	Caterpillar Finl Service Note 1.850% Due 09/04/2020	355,000.00	09/05/2017 1.88%	354,701.80 354,957.44	99.76 2.41%	354,155.81 492.56	0.26% (801.63)	A3 / A A	0.43 0.42
69371RN85	Paccar Financial Corp Note 2.050% Due 11/13/2020	135,000.00	11/06/2017 2.05%	134,987.85 134,997.49	99.55 2.79%	134,393.31 1,060.88	0.10% (604.18)	A1 / A+ NR	0.62 0.60
94974BGR5	Wells Fargo Corp Note 2.550% Due 12/07/2020	1,440,000.00	05/06/2016 2.04%	1,471,910.40 1,444,771.29	100.24 2.19%	1,443,445.92 11,628.00	1.05% (1,325.37)	A2 / A- A+	0.69 0.67
931142EA7	Wal-Mart Stores Note 1.900% Due 12/15/2020	945,000.00	10/11/2017 1.95%	943,629.75 944,693.12	100.27 1.51%	947,555.28 5,286.75	0.69% 2,862.16	Aa2 / AA AA	0.71 0.70
24422ETZ2	John Deere Capital Corp Note 2.350% Due 01/08/2021	245,000.00	01/03/2018 2.37%	244,872.60 244,967.22	100.16 2.14%	245,391.27 1,327.42	0.18% 424.05	A2 / A A	0.78 0.76
44932HAB9	IBM Credit Corp Note 1.800% Due 01/20/2021	475,000.00	09/05/2017 1.86%	474,016.75 474,764.98	99.95 1.86%	474,756.33 1,686.25	0.34% (8.65)	A2 / A NR	0.81 0.79
02665WCD1	American Honda Finance Note 2.650% Due 02/12/2021	180,000.00	02/12/2018 2.70%	179,748.00 179,926.91	99.98 2.67%	179,969.94 649.25	0.13% 43.03	A3 / A NR	0.87 0.85
69371RN93	Paccar Financial Corp Note 2.800% Due 03/01/2021	250,000.00	02/22/2018 2.82%	249,877.50 249,962.74	100.56 2.18%	251,397.25 583.33	0.18% 1,434.51	A1 / A+ NR	0.92 0.90

Holdings Report

As of March 31, 2020

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
24422EUD9	John Deere Capital Corp Note 2.875% Due 03/12/2021	245,000.00	03/08/2018 2.90%	244,833.40 244,947.51	100.65 2.17%	246,597.89 371.75	0.18% 1,650.38	A2 / A A	0.95 0.93
63743HER9	National Rural Utilities Note 2.900% Due 03/15/2021	400,000.00	Various 2.99%	398,932.00 399,653.11	100.17 2.72%	400,671.60 515.56	0.29% 1,018.49	A2 / A A	0.96 0.94
911312BP0	UPS Note 2.050% Due 04/01/2021	380,000.00	11/09/2017 2.10%	379,399.60 379,822.41	99.88 2.17%	379,534.88 3,895.00	0.28% (287.53)	A2 / A NR	1.00 0.97
89236TEU5	Toyota Motor Credit Corp Note 2.950% Due 04/13/2021	295,000.00	04/10/2018 2.96%	294,882.00 294,959.41	100.38 2.58%	296,117.46 4,061.17	0.22% 1,158.05	A1 / AA- A+	1.04 1.00
38141GVU5	Goldman Sachs Group Inc Callable Note Cont 3/25/21 2.625% Due 04/25/2021	470,000.00	10/27/2017 2.50%	471,908.20 470,550.47	100.07 2.54%	470,347.33 5,346.25	0.34% (203.14)	A3 / BBB+ A	1.07 0.96
427866BA5	Hershey Foods Corp Note 3.100% Due 05/15/2021	200,000.00	05/03/2018 3.12%	199,862.00 199,948.74	99.84 3.24%	199,685.60 2,342.22	0.15% (263.14)	A1 / A NR	1.12 1.08
46625HRT9	JP Morgan Chase Callable Note Cont 5/7/2021 2.400% Due 06/07/2021	500,000.00	08/29/2019 2.00%	503,290.00 502,141.70	100.21 2.20%	501,030.50 3,800.00	0.36% (1,111.20)	A2 / A- AA-	1.19 1.08
172967LC3	Citigroup Inc Callable Note Cont 11/8/2021 2.900% Due 12/08/2021	460,000.00	11/15/2017 2.66%	464,103.20 461,655.97	100.77 2.40%	463,538.78 4,187.28	0.34% 1,882.81	A3 / BBB+ A	1.69 1.55
06406RAA5	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.600% Due 02/07/2022	1,000,000.00	02/07/2017 2.59%	1,000,460.00 1,000,170.83	100.83 2.11%	1,008,315.00 3,900.00	0.73% 8,144.17	A1 / A AA-	1.86 1.72
05531FAX1	Truist Financial Corporation Callable Note Cont 3/1/2022 2.750% Due 04/01/2022	710,000.00	04/03/2017 2.59%	715,360.50 712,093.29	100.66 2.39%	714,690.26 9,762.50	0.52% 2,596.97	A3 / A- A+	2.00 1.84
89236TEC5	Toyota Motor Credit Corp Note 2.150% Due 09/08/2022	475,000.00	09/08/2017 2.18%	474,439.50 474,726.21	99.47 2.37%	472,491.05 652.47	0.34% (2,235.16)	A1 / AA- A+	2.44 2.36
69371RQ41	Paccar Financial Corp Note 1.900% Due 02/07/2023	500,000.00	10/31/2019 1.90%	499,975.00 499,978.07	98.66 2.39%	493,299.00 1,425.00	0.36% (6,679.07)	A1 / A+ NR	2.86 2.75
91159HHG8	US Bancorp Callable Note Cont 12/29/2023 3.700% Due 01/30/2024	500,000.00	11/27/2019 2.03%	532,435.00 529,797.48	105.56 2.15%	527,812.50 3,134.72	0.38% (1,984.98)	A1 / A+ AA-	3.84 3.48
TOTAL Corporate		15,747,000.00	2.34%	15,824,141.55 15,788,099.11	2.43%	15,786,460.17 103,728.94	11.43% (1,638.94)	A2 / A A+	0.97 0.92

Holdings Report

As of March 31, 2020

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Investment Pool									
90PITT\$01	City of Pittsburg Investment Pools	31,000,503.18	Various 0.00%	31,000,503.18 31,000,503.18	1.01 0.00%	31,232,418.42 0.00	22.47% 231,915.24	NR / NR NR	0.00 0.00
TOTAL Investment Pool		31,000,503.18	0.00%	31,000,503.18	0.00%	31,232,418.42 0.00	22.47% 231,915.24	NR / NR NR	0.00 0.00
Money Market Fund FI									
94975H296	Wells Fargo Treasury Plus MMFD 453	3,037,986.27	Various 0.22%	3,037,986.27 3,037,986.27	1.00 0.22%	3,037,986.27 0.00	2.19% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	3,611.59	Various 0.22%	3,611.59 3,611.59	1.00 0.22%	3,611.59 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	7,558.52	Various 0.22%	7,558.52 7,558.52	1.00 0.22%	7,558.52 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	5,286.47	Various 0.22%	5,286.47 5,286.47	1.00 0.22%	5,286.47 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	4,255.30	Various 0.22%	4,255.30 4,255.30	1.00 0.22%	4,255.30 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	1,627,485.44	Various 0.02%	1,627,485.44 1,627,485.44	1.00 0.02%	1,627,485.44 0.00	1.17% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	631,654.91	Various 0.02%	631,654.91 631,654.91	1.00 0.02%	631,654.91 0.00	0.45% 0.00	Aaa / AAA NR	0.00 0.00
TOTAL Money Market Fund FI		5,317,838.50	0.14%	5,317,838.50	0.14%	5,317,838.50 0.00	3.83% 0.00	Aaa / AAA NR	0.00 0.00
Municipal Bonds									
13063DGA0	California St GE-GO 2.800% Due 04/01/2021	525,000.00	04/18/2018 2.80%	525,021.00 525,007.15	101.43 1.35%	532,528.50 7,350.00	0.39% 7,521.35	Aa2 / AA- AA	1.00 0.97
TOTAL Municipal Bonds		525,000.00	2.80%	525,021.00 525,007.15	1.35%	532,528.50 7,350.00	0.39% 7,521.35	Aa2 / AA- AA	1.00 0.97
Negotiable CD									
06367BED7	Bank of Montreal Chicago Yankee CD 1.890% Due 05/21/2020	1,500,000.00	12/23/2019 1.89%	1,500,000.00 1,500,000.00	100.00 1.89%	1,500,000.00 7,796.25	1.08% 0.00	P-1 / A-1 F-1+	0.14 0.14
96121T4A3	Westpac Banking Corp Yankee CD 2.050% Due 08/03/2020	870,000.00	08/03/2017 2.05%	870,000.00 870,000.00	100.36 0.99%	873,093.72 2,675.25	0.63% 3,093.72	Aa3 / AA- AA-	0.34 0.34

Holdings Report

As of March 31, 2020

City of Pittsburgh Total Consolidated - Account #10638

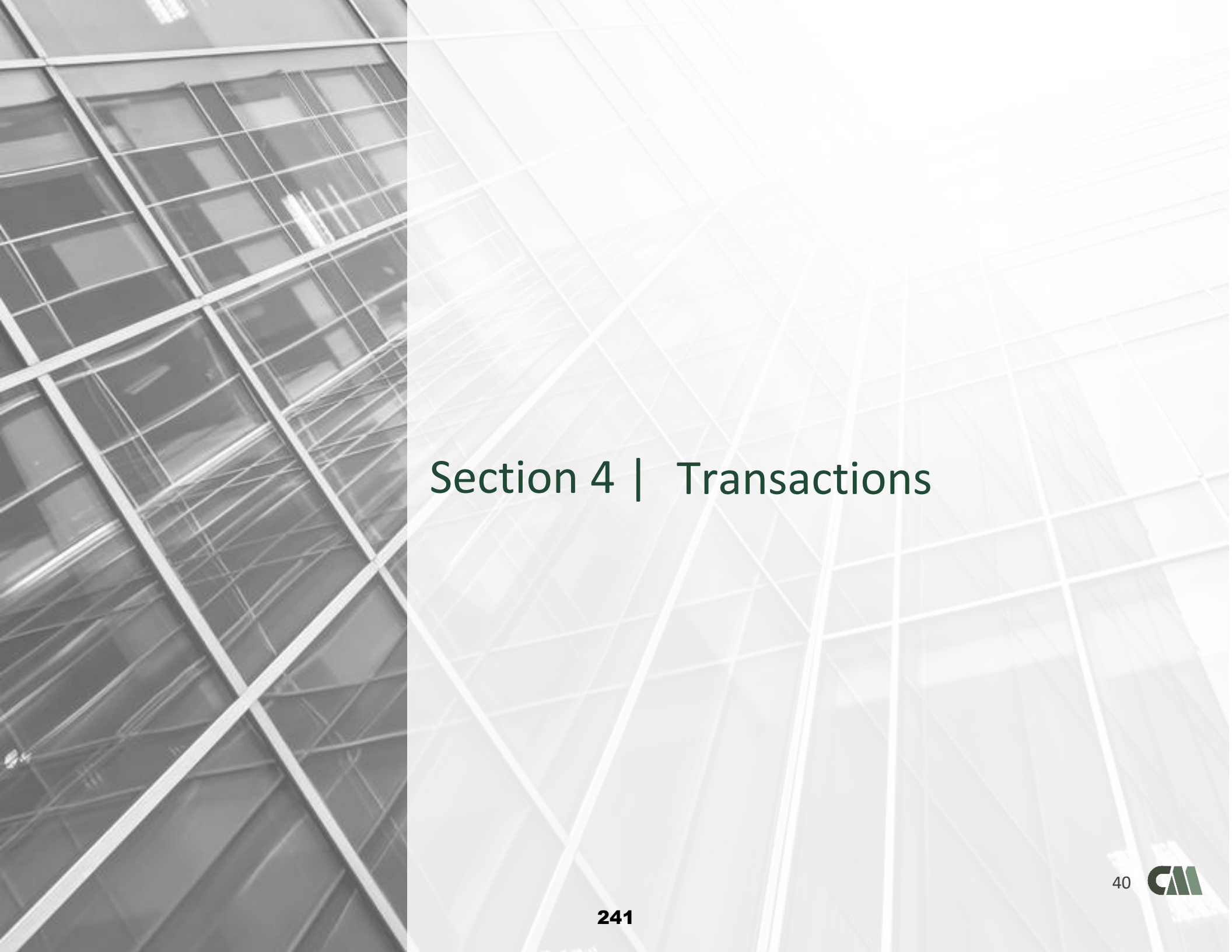
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
87019U6D6	Swedbank Inc Negotiable CD 2.270% Due 11/16/2020	945,000.00	11/16/2017 2.27%	945,000.00 945,000.00	100.56 1.39%	950,247.59 8,163.49	0.69% 5,247.59	Aa2 / AA- AA-	0.63 0.63
TOTAL Negotiable CD		3,315,000.00	2.04%	3,315,000.00	1.51%	3,323,341.31 18,634.99	2.40% 8,341.31	Aa1 / AA- AA+	0.33 0.33
Supranational									
459058FZ1	Intl. Bank Recon & Development Note 1.875% Due 04/21/2020	395,000.00	03/14/2017 1.90%	394,656.35 394,993.90	100.08 0.38%	395,326.27 3,291.67	0.29% 332.37	Aaa / AAA AAA	0.06 0.06
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 09/04/2020	475,000.00	08/22/2017 1.63%	474,900.25 474,985.88	100.46 0.55%	477,173.60 578.91	0.34% 2,187.72	Aaa / AAA AAA	0.43 0.42
4581X0CD8	Inter-American Dev Bank Note 2.125% Due 11/09/2020	470,000.00	10/02/2017 1.81%	474,356.48 470,858.92	100.95 0.54%	474,487.56 3,939.51	0.34% 3,628.64	Aaa / AAA AAA	0.61 0.60
45950KCM0	International Finance Corp Note 2.250% Due 01/25/2021	380,000.00	01/18/2018 2.35%	378,882.80 379,695.22	101.40 0.53%	385,323.80 1,567.50	0.28% 5,628.58	Aaa / AAA NR	0.82 0.81
4581X0DB1	Inter-American Dev Bank Note 2.625% Due 04/19/2021	510,000.00	04/12/2018 2.70%	508,878.00 509,607.91	102.18 0.54%	521,095.05 6,024.38	0.38% 11,487.14	Aaa / AAA AAA	1.05 1.03
4581X0CZ9	Inter-American Dev Bank Note 1.750% Due 09/14/2022	480,000.00	02/21/2018 2.78%	459,004.80 468,694.89	102.99 0.52%	494,368.32 396.67	0.36% 25,673.43	Aaa / AAA AAA	2.46 2.40
4581X0DA3	Inter-American Dev Bank Note 2.500% Due 01/18/2023	245,000.00	06/04/2018 2.90%	240,768.85 242,436.73	105.24 0.61%	257,838.00 1,242.01	0.19% 15,401.27	Aaa / AAA NR	2.80 2.70
TOTAL Supranational		2,955,000.00	2.27%	2,931,447.53 2,941,273.45	0.52%	3,005,612.60 17,040.65	2.17% 64,339.15	Aaa / AAA Aaa	1.10 1.08
US Treasury									
912796TQ2	US Treasury Bill 1.492% Due 04/09/2020	1,100,000.00	02/27/2020 1.52%	1,098,130.61 1,099,635.24	99.97 1.52%	1,099,635.24 0.00	0.79% 0.00	P-1 / A-1+ F-1+	0.02 0.02
912828VF4	US Treasury Note 1.375% Due 05/31/2020	190,000.00	12/02/2015 1.56%	188,478.52 189,944.34	100.21 0.11%	190,400.14 877.97	0.14% 455.80	Aaa / AA+ AAA	0.17 0.17
912828XU9	US Treasury Note 1.500% Due 06/15/2020	1,000,000.00	10/12/2018 2.82%	978,632.81 997,368.57	100.29 0.11%	1,002,888.00 4,426.23	0.72% 5,519.43	Aaa / AA+ AAA	0.21 0.21
912796XF1	US Treasury Bill 1.505% Due 08/20/2020	230,000.00	02/20/2020 1.54%	228,259.63 228,644.24	99.41 1.54%	228,644.24 0.00	0.16% 0.00	P-1 / A-1+ F-1+	0.39 0.39
912796XF1	US Treasury Bill 1.505% Due 08/20/2020	1,550,000.00	02/20/2020 1.54%	1,538,271.45 1,540,863.39	99.41 1.54%	1,540,863.39 0.00	1.11% 0.00	P-1 / A-1+ F-1+	0.39 0.39
912796XF1	US Treasury Bill 1.505% Due 08/20/2020	750,000.00	02/20/2020 1.54%	744,324.90 745,579.07	99.41 1.54%	745,579.07 0.00	0.54% 0.00	P-1 / A-1+ F-1+	0.39 0.39

Holdings Report

As of March 31, 2020

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912796XF1	US Treasury Bill 1.505% Due 08/20/2020	325,000.00	02/20/2020 1.54%	322,540.79 323,084.26	99.41 1.54%	323,084.26 0.00	0.23% 0.00	P-1 / A-1+ F-1+	0.39 0.39
912828B90	US Treasury Note 2.000% Due 02/28/2021	25,000.00	10/03/2016 1.15%	25,910.16 25,188.60	101.76 0.08%	25,439.45 43.48	0.02% 250.85	Aaa / AA+ AAA	0.92 0.91
912828WY2	US Treasury Note 2.250% Due 07/31/2021	775,000.00	11/22/2016 1.78%	791,468.75 779,677.86	102.76 0.18%	796,372.95 2,922.22	0.58% 16,695.09	Aaa / AA+ AAA	1.33 1.32
912828D72	US Treasury Note 2.000% Due 08/31/2021	2,085,000.00	Various 1.82%	2,100,526.95 2,090,090.88	102.55 0.19%	2,138,265.50 3,626.08	1.54% 48,174.62	Aaa / AA+ AAA	1.42 1.40
912828T67	US Treasury Note 1.250% Due 10/31/2021	1,075,000.00	Various 1.85%	1,047,376.95 1,065,211.72	101.67 0.19%	1,092,972.93 5,648.18	0.79% 27,761.21	Aaa / AA+ AAA	1.59 1.56
912828U81	US Treasury Note 2.000% Due 12/31/2021	535,000.00	06/26/2017 1.72%	541,499.41 537,521.63	103.11 0.22%	551,635.29 2,704.40	0.40% 14,113.66	Aaa / AA+ AAA	1.75 1.72
912828V72	US Treasury Note 1.875% Due 01/31/2022	1,095,000.00	05/08/2017 1.90%	1,093,802.34 1,094,535.36	103.04 0.22%	1,128,235.44 3,440.68	0.81% 33,700.08	Aaa / AA+ AAA	1.84 1.81
912828ZA1	US Treasury Note 1.125% Due 02/28/2022	1,000,000.00	03/24/2020 0.35%	1,014,960.94 1,014,812.39	101.66 0.26%	1,016,602.00 978.26	0.73% 1,789.61	Aaa / AA+ AAA	1.92 1.90
912828P4	US Treasury Note 1.875% Due 07/31/2022	230,000.00	01/02/2018 2.22%	226,585.94 228,259.22	103.82 0.23%	238,795.66 722.70	0.17% 10,536.44	Aaa / AA+ AAA	2.33 2.29
912828W9	US Treasury Note 1.875% Due 09/30/2022	1,200,000.00	04/02/2018 2.54%	1,166,109.37 1,181,153.50	104.05 0.25%	1,248,656.40 61.48	0.90% 67,502.90	Aaa / AA+ AAA	2.50 2.45
912828L57	US Treasury Note 1.750% Due 09/30/2022	730,000.00	06/04/2018 2.74%	700,857.03 713,146.23	103.72 0.26%	757,175.71 34.90	0.54% 44,029.48	Aaa / AA+ AAA	2.50 2.45
912828M80	US Treasury Note 2.000% Due 11/30/2022	1,250,000.00	04/08/2019 2.30%	1,236,962.89 1,240,469.49	104.57 0.28%	1,307,080.00 8,401.64	0.95% 66,610.51	Aaa / AA+ AAA	2.67 2.59
912828Q29	US Treasury Note 1.500% Due 03/31/2023	570,000.00	05/01/2018 2.82%	535,800.00 549,144.48	103.63 0.29%	590,662.50 23.36	0.42% 41,518.02	Aaa / AA+ AAA	3.00 2.94
912828R69	US Treasury Note 1.625% Due 05/31/2023	1,000,000.00	11/27/2019 1.61%	1,000,664.06 1,000,599.68	104.16 0.30%	1,041,641.00 5,461.07	0.75% 41,041.32	Aaa / AA+ AAA	3.17 3.08
912828T91	US Treasury Note 1.625% Due 10/31/2023	700,000.00	09/25/2019 1.60%	700,628.91 700,549.88	104.69 0.31%	732,839.80 4,781.25	0.53% 32,289.92	Aaa / AA+ AAA	3.59 3.47
TOTAL US Treasury		17,415,000.00	1.87%	17,281,792.41 17,345,480.03	0.52%	17,797,468.97 44,153.90	12.84% 451,988.94	Aaa / AA+ Aaa	1.63 1.60
TOTAL PORTFOLIO		137,282,866.42	0.97%	137,313,957.37 137,350,677.52	0.55%	138,712,127.79 283,266.64	100.00% 1,361,450.27	Aa1 / AA Aaa	0.74 0.68
TOTAL MARKET VALUE PLUS ACCRUALS						138,995,394.43			



Section 4 | Transactions

Transaction Ledger

As of March 31, 2020

City of Pittsburgh Total Consolidated - Account #10638

December 31, 2019 through March 31, 2020

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/15/2020	90PITT\$01	114,886.96	City of Pittsburgh Investment Pools	1.000		114,886.96	0.00	114,886.96	0.00
Purchase	01/31/2020	3135G0V34	600,000.00	FNMA Note 2.5% Due: 02/05/2024	104.128	1.44%	624,768.00	7,333.33	632,101.33	0.00
Purchase	02/14/2020	3130A3VC5	1,000,000.00	FHLB Note 2.25% Due: 12/08/2023	102.924	1.46%	1,029,240.00	4,125.00	1,033,365.00	0.00
Purchase	02/18/2020	62479LHQ1	1,250,000.00	MUFG Bank Ltd Discount CP 1.64% Due: 08/24/2020	99.144	1.68%	1,239,294.44	0.00	1,239,294.44	0.00
Purchase	02/21/2020	3133ELNW0	1,000,000.00	FFCB Note 1.45% Due: 02/21/2023	99.997	1.45%	999,970.00	0.00	999,970.00	0.00
Purchase	02/21/2020	912796XF1	325,000.00	US Treasury Bill 1.505% Due: 08/20/2020	99.243	1.54%	322,540.79	0.00	322,540.79	0.00
Purchase	02/21/2020	912796XF1	750,000.00	US Treasury Bill 1.505% Due: 08/20/2020	99.243	1.54%	744,324.90	0.00	744,324.90	0.00
Purchase	02/21/2020	912796XF1	1,550,000.00	US Treasury Bill 1.505% Due: 08/20/2020	99.243	1.54%	1,538,271.45	0.00	1,538,271.45	0.00
Purchase	02/21/2020	912796XF1	230,000.00	US Treasury Bill 1.505% Due: 08/20/2020	99.243	1.54%	228,259.63	0.00	228,259.63	0.00
Purchase	02/28/2020	912796TQ2	1,100,000.00	US Treasury Bill 1.492% Due: 04/09/2020	99.830	1.52%	1,098,130.61	0.00	1,098,130.61	0.00
Purchase	03/04/2020	3130A7PH2	1,000,000.00	FHLB Note 1.875% Due: 03/08/2024	104.035	0.85%	1,040,350.00	9,166.67	1,049,516.67	0.00
Purchase	03/11/2020	47789KAC7	270,000.00	John Deere Owner Trust 2020-A A3 1.1% Due: 08/15/2024	99.994	1.11%	269,983.50	0.00	269,983.50	0.00
Purchase	03/25/2020	912828ZA1	1,000,000.00	US Treasury Note 1.125% Due: 02/28/2022	101.496	0.35%	1,014,960.94	764.27	1,015,725.21	0.00
Subtotal			10,189,886.96				10,264,981.22	21,389.27	10,286,370.49	0.00

Transaction Ledger

As of March 31, 2020

City of Pittsburgh Total Consolidated - Account #10638

December 31, 2019 through March 31, 2020

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Security Contribution	01/31/2020	90PITT\$01	3,000,000.00	City of Pittsburgh Investment Pools	1.000		3,000,000.00	0.00	3,000,000.00	0.00
Subtotal			3,000,000.00				3,000,000.00	0.00	3,000,000.00	0.00
TOTAL ACQUISITIONS			13,189,886.96				13,264,981.22	21,389.27	13,286,370.49	0.00
DISPOSITIONS										
Sale	02/14/2020	912828H86	530,000.00	US Treasury Note 1.5% Due: 01/31/2022	100.113	1.88%	530,600.39	305.77	530,906.16	4,344.78
Subtotal			530,000.00				530,600.39	305.77	530,906.16	4,344.78
Call	02/03/2020	0258M0EE5	430,000.00	American Express Credit Callable Note Cont 2/1/2020 2.2% Due: 03/03/2020	100.000	2.24%	430,000.00	3,889.11	433,889.11	0.00
Subtotal			430,000.00				430,000.00	3,889.11	433,889.11	0.00
Maturity	02/14/2020	02665WBM2	300,000.00	American Honda Finance Note 2% Due: 02/14/2020	100.000		300,000.00	0.00	300,000.00	0.00
Maturity	02/14/2020	78012ULZ6	1,000,000.00	Royal Bank of Canada Yankee CD 2.69% Due: 02/14/2020	100.000		1,000,000.00	27,273.61	1,027,273.61	0.00
Maturity	02/18/2020	62479LBJ3	1,200,000.00	MUFG Bank Ltd Discount CP 2.07% Due: 02/18/2020	99.115		1,200,000.00	0.00	1,200,000.00	0.00
Maturity	02/20/2020	65590ASN7	940,000.00	Nordea Bank Finland NY Yankee CD 2.72% Due: 02/20/2020	100.000	2.72%	940,000.00	0.00	940,000.00	0.00
Maturity	02/20/2020	912796TG4	320,000.00	US Treasury Bill 1.847% Due: 02/20/2020	100.000		320,000.00	0.00	320,000.00	0.00
Maturity	02/20/2020	912796TG4	745,000.00	US Treasury Bill 1.847% Due: 02/20/2020	100.000		745,000.00	0.00	745,000.00	0.00
Maturity	02/20/2020	912796TG4	1,535,000.00	US Treasury Bill 1.847% Due: 02/20/2020	100.000		1,535,000.00	0.00	1,535,000.00	0.00

Transaction Ledger

As of March 31, 2020

City of Pittsburgh Total Consolidated - Account #10638

December 31, 2019 through March 31, 2020

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Maturity	02/20/2020	912796TG4	225,000.00	US Treasury Bill 1.847% Due: 02/20/2020	100.000		225,000.00	0.00	225,000.00	0.00
Maturity	03/02/2020	90275DHG8	845,000.00	UBS Finance Yankee CD 2.9% Due: 03/02/2020	100.000	2.90%	845,000.00	0.00	845,000.00	0.00
Maturity	03/04/2020	25468PDP8	150,000.00	TWDC Enterprises 18 Corp Note 1.95% Due: 03/04/2020	100.000		150,000.00	0.00	150,000.00	0.00
Maturity	03/13/2020	313378J77	490,000.00	FHLB Note 1.875% Due: 03/13/2020	100.000		490,000.00	0.00	490,000.00	0.00
Maturity	03/16/2020	89114MXX0	1,500,000.00	Toronto Dominion Bank Yankee CD 2.68% Due: 03/16/2020	100.000		1,500,000.00	40,646.67	1,540,646.67	0.00
Subtotal			9,250,000.00				9,250,000.00	67,920.28	9,317,920.28	0.00
TOTAL DISPOSITIONS			10,210,000.00				10,210,600.39	72,115.16	10,282,715.55	4,344.78

Important Disclosures

As of March 31, 2020

2020 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ICE Data Indices, LLC ("ICE"), used with permission. ICE permits use of the ICE indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use it at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

ICE BAML 1-3 Yr US Treasury/Agency Index

The ICE BAML 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: G1A0. Please visit www.mlindex.ml.com for more information)



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a License Agreement with Diablo Energy Storage for Installation of an Electric Tie Line Within the Public Right-of-Way

MEETING DATE: May 18, 2020

EXECUTIVE SUMMARY

As part of the construction of an energy storage project with related accessory equipment, Diablo Energy Storage has received use permit and design review approval to construct a tie-line connecting the project to an existing PG&E substation, which will cross underneath Willow Pass Road. The proposed license agreement would provide Diablo Energy Storage (DES) with a non-exclusive license to construct, operate, use, and maintain facilities underneath Willow Pass Road.

FISCAL IMPACT

As a requirement of the license agreement, DES would pay the City one dollar (\$1) annually for the use and operations of its facility. DES would also be responsible for all maintenance and other costs associated with the facilities.

One-time revenues related to construction permits and other development fees and exactions are anticipated with this project. The applicant would also be required to pay a property tax (an estimated total of five million dollars) and sales tax (an estimated total of eight hundred thousand dollars).

RECOMMENDATION

Adopt a Resolution Approving a License Agreement with Diablo Energy Storage for installation of an electric tie line within the public right-of-way.

BACKGROUND

On September 17, 2018, the City Council adopted a resolution approving a use permit and development plans to allow for the construction of an energy storage project with related accessory equipment on a 12-acre portion of the Empire Business Park (APN: 085-280-010) located at 701 Willow Pass Road. The project includes a tie-line to an existing PG&E substation to the north of the project site, which will cross underneath Willow Pass Road.

The purpose of the project is to receive, store, and discharge electric energy from the California Independent System Operator (CAISO) controlled electric grid, including renewable energy produced by existing solar and wind resources in the region. The energy would then be delivered back to the grid as requested by the CAISO including during peak electric demand, increasing the efficiency of the grid and reducing the need for power generation plants during these times. In accordance with the Large Generator Interconnection Agreement between Diablo Energy Storage, PG&E, and CAISO, the project is authorized to interconnect up to 200 megawatts of storage capacity to the PG&E Pittsburg Substation. It should be noted that the proposed project is not a power plant, as it does not produce electric energy as a solar, wind, or fossil-fuel plant would.

As a condition of project approval, the developer has also agreed to undergrounding of existing PG&E overhead power lines along the project frontage, repair or replacement of all damaged sidewalk and storm drains, and pavement repair on Willow Pass Road adjacent to the project frontage.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The license agreement is generally a procedural step in the construction process and does not alter or otherwise impact the project as approved in 2018.

The non-exclusive agreement will require and ensure the developer: 1) construct all improvements and maintain all facilities at the sole expense of the developer; 2) use the licensed area solely for construction and maintenance of the necessary infrastructure facilities; 3) obtain an encroachment permit for any required maintenance of the facilities within the public right-of-way; 4) not disturb any improvements of City or City's existing lessees, licensees, or easement beneficiaries, if any, or interfere with the use of such improvements; and 5) upon termination, remove all facilities at the sole expense of the developer or its assignee. The agreement has an initial term of 40 years, and will subsequently extend automatically unless either party provides notice of intent to terminate.

ATTACHMENTS:

1. Resolution
2. License Agreement

Report Prepared By: Jordan Davis, Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving a License Agreement)
with Diablo Energy Storage for Installation)
of an Electric Tie Line Within the Public)
Right-of-Way)

RESOLUTION NO. 20-_____

WHEREAS, the City has granted approvals for the Diablo Energy Storage project at 701 Willow Pass Road ("Project") as fully set forth in City Council Resolution No. 18-13531 and Ordinance No. 18-1456 ("Approvals"). The Approvals include a conditional use permit, design review, and zoning amendment; and

WHEREAS, on February 9, 2018, a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was distributed to the public for a 30-day review, in accordance with CEQA Guidelines section 15105(b). The review period was extended to March 23, 2018, to accommodate additional public review. Public distribution of the NOI consisted of delivery to the County Clerk's Office, posting on the City's website, and direct mailing to all interested parties and owners/occupants of the properties directly contiguous with the project, in accordance with CEQA Guidelines section 15072; and

WHEREAS, on October 1, 2018, the City Council approved the Mitigated Negative Declaration, and Mitigation Monitoring and Reporting Program (MMRP) for this project through the adoption of City Council Ordinance No. 18-1456; and

WHEREAS, the Approvals contain numerous conditions with which Diablo must comply. The Approvals include any revisions and further permits and entitlements for the Project as may be approved by City from time to time; and

WHEREAS, the Project includes a high-voltage electric tie line and related facilities to connect to the PG&E Pittsburg substation. As a condition of approval, a portion of such tie line is to cross Willow Pass Road underground. The precise design and configuration of the Facilities are subject to final engineering and City approval as to any applicable building permits; and

WHEREAS, the City has determined that the proposed project will help the local economy and wishes to enter into an agreement with Diablo Energy Storage to facilitate the development of the underground tie line beneath Willow Pass Road connecting the Project to the PG&E Substation to the North.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the License Agreement with Diablo Energy Storage for installation of an electric tie line within the public right-of-way and authorizes the City Manager to execute the agreement on behalf of the City Council.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of May 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

LICENSE AGREEMENT FOR ELECTRIC TIE LINE

This LICENSE AGREEMENT FOR ELECTRIC TIE LINE ("Agreement"), is entered into as of _____, 2020, ("Effective Date") by and between the CITY OF PITTSBURG, a municipal corporation ("City"), and DIABLO ENERGY STORAGE, LLC, a Delaware limited liability company ("Diablo"). City and Diablo may each be referred to as a "Party" and collectively, "Parties".

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

A. GENERAL

1. City has granted approvals for the Diablo Energy Storage project in the City at 701 Willow Pass Road ("Project") as fully set forth in City Council Resolution No. 18-13531 and Ordinance No. 18-1456 ("Approvals"). The Approvals include a conditional use permit, design review, zoning amendment and related mitigated negative declaration and mitigation monitoring and reporting program. The Approvals contain numerous conditions with which Diablo must comply. The Approvals include any revisions and further permits and entitlements for the Project as may be approved by City from time to time.

2. The Project includes a high-voltage electric tie line and related facilities to connect to the PG&E Pittsburg substation. As a condition of Approval a portion of such tie line is to cross Willow Pass Road underground in the manner depicted in Exhibit "A", attached and incorporated here by reference (the "Facilities"). The precise design and configuration of the Facilities are subject to final engineering and City approval as to any applicable building permits. For purposes of this Agreement, the Facilities shall be located within the area described in the legal description and plat map attached as Exhibits "B" and "B-1" and incorporated here by reference (the "Premises").

3. City hereby grants Diablo a non-exclusive license to construct, operate, use and maintain the Facilities within the Premises, which grant is subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and which grant is made on the terms and conditions set forth in this Agreement.

4. Diablo shall not disturb any improvements of City or City's existing lessees, licensees, or easement beneficiaries, if any, or interfere with the use of such improvements.

5. Diablo shall use the Premises solely for construction and maintenance of the Facilities and not for any other purpose.

6. Any contractors or subcontractors performing work on the Facilities or entering the Premises on behalf of Diablo shall be deemed servants and agents of Diablo for purposes of this Agreement.

B. TERM

7. This Agreement shall commence on the Effective Date and shall continue for an initial period of forty (40) years ("Initial Period"), or until Diablo provides notice that it will cease to use the Premises subject to prior termination as hereinafter described. Following the Initial

Period, the agreement shall renew automatically for a period of ten (10) years ("First Renewal") unless the either party provides written notice 180 days prior to the conclusion of the initial term of its intent to terminate the agreement at the conclusion of the initial period, in which event the parties shall agree to meet and discuss an extension of the term. Following the First Renewal, the agreement shall renew automatically for successive periods of one (1) year each unless either party provides written notice 180 days prior to the conclusion of the any subsequent one (1) year term of its intent to terminate the agreement at the conclusion of the term. The Effective Date shall be the date this Agreement has been fully executed on behalf of each Party.

8. Diablo Energy shall reimburse the City one dollar per year (\$1) for the use and operations of its facility within Willow Pass Road.

C. ENCROACHMENT PERMIT

9. Diablo Energy or its authorized agents shall obtain an encroachment permit for any required maintenance of the Facilities within the public right of way.

D. COMPLIANCE WITH LAWS

10. Diablo shall:

(a) observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Facilities and the use of the Premises; and

(b) prior to entering the Premises, cause its contractor to comply with all City applicable safety rules and regulations.

E. DEFINITION OF COST AND EXPENSE

11. For the purpose of this Agreement, "cost" or "costs", "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current local values.

F. RIGHTS OF CITY

12. City excepts and reserves the right, to be exercised by City and any other parties who may obtain written permission or authority from City:

(a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises in a manner consistent with the continued use of the Premises by Diablo for the purpose specified in Section 3 above and avoiding any material interference with such use; or,

(b) to use the Premises in any manner as the City in its sole discretion deems appropriate, provided City avoids any material interference with the use of the Premises by Diablo for the purpose specified in Section 3 above.

13. City shall reserve the right to relocate or otherwise alter the path of Willow Pass Road for any reason. In the event the path of Willow Pass Road is altered, the City shall not be

held responsible for any cost(s) to relocate or modify this underground crossing, but shall provide Diablo with ninety (90) days notice of its intent.

G. DIABLO'S OPERATIONS

14. Diablo shall notify the City Engineer at least ten (10) business days prior to installation of the Facilities and prior to entering the Premises for any subsequent maintenance thereon.

15. City may direct City Engineer to observe or inspect the construction and/or maintenance of the Facilities at any time for compliance with this Agreement. If ordered at any time to halt construction or maintenance of the Facilities by City's personnel due to non-compliance with the same or any hazardous condition, Diablo shall immediately do so. Diablo shall obtain an encroachment permit from the City for the installation of the Facilities.

16. During the construction and any subsequent maintenance performed on the Facilities, Diablo shall perform such work in a manner to preclude damage to the property of City. The construction of the Facilities shall be completed within the time provided for under any permits issued by City. Upon completion of the construction of the Facilities and after performing any subsequent maintenance thereon, Diablo shall, at Diablo's own cost and expense, restore any portion of City's Premises disturbed by Diablo to a reasonably similar condition to that prior to such disturbance.

17. Prior to Diablo conducting any work on or about any portion of the Premises, Diablo shall explore the proposed location for such work to determine whether pipelines or other structures exist below the surface. Diablo shall comply with Government Code Section 4216 to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Diablo's written request, which shall be made thirty (30) business days in advance of Diablo's requested construction of the Facilities, City will provide Diablo any information that City has in the possession of the City Engineer concerning the existence and approximate location of City's underground utilities and pipelines, or those underground utilities and pipelines installed by others, at or near the vicinity of the proposed Facilities. Prior to conducting any such work, Diablo will review all such material. City does not warrant the accuracy or completeness of information relating to subsurface conditions and Diablo's operations will be subject at all times to the liability provisions herein.

18. Any open hole, trench, boring or well constructed on the Premises by Diablo shall be safely covered and secured at all times when Diablo is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes, trenches or borings constructed on the Premises by Diablo shall be:

- (a) filled in to surrounding ground level with compacted bentonite grout; or
- (b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on City's property for more than ten (10) days, but must be properly disposed of by Diablo in accordance with applicable Legal Requirements.

19. Upon termination of this Agreement, Diablo shall, at its sole cost and expense:

(a) remove the Facilities and all appurtenances thereto, or, at the reasonable discretion of the City, fill and cap or otherwise appropriately decommission the Facilities to be left in place with a method satisfactory to City;

(b) report and restore any damage to the Premises arising from, growing out of, or connected with Diablo's use of the Premises;

(c) remedy any unsafe conditions on the Premises created or aggravated by Diablo; and

(d) leave the Premises reasonably similar to the condition which existed as of the Effective Date of this Agreement.

20. Diablo's on-site supervisor shall retain/maintain a fully executed copy of this Agreement at all times while on the Premises.

H. LIABILITY

21. TO THE FULLEST EXTENT PERMITTED BY LAW, DIABLO SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(a) THIS AGREEMENT, INCLUDING,

(b) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,

(c) DIABLO'S OCCUPATION AND USE OF THE PREMISES,

(d) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY, OR CONTRIBUTED TO BY, DIABLO, OR

(e) ANY ACT OR OMISSION OF DIABLO OR DIABLO'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, TO ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH DIABLO'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNITEES.

22. Upon written notice from City, Diablo agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Agreement for which Diablo has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Diablo shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

I. INSURANCE

23. Diablo shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

(a) Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$5,000,000. Coverage must include coverage for, but not limited to, the following:

- (i) Bodily Injury, Personal Injury and Property Damage;
- (ii) Advertising Injury;
- (iii) Fire legal liability;
- (iv) Products and completed operations; and
- (v) Pollution liability and pollution prevention.

The City Manager may, in his sole discretion, modify the required insurance coverage upon request of Diablo and a showing that coverage is not commercially available.

(b) Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following for any and all vehicles owned, used or hired:

- (i) Bodily injury; and
- (ii) Property damage.

(c) Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- (i) Diablo's statutory liability under the worker's compensation laws for the State of California; and
- (ii) Employers' Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

24. Prior to commencing the Work, Diablo shall furnish to City an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify City in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Lessor arising out of this agreement, Diablo will make available any required policy covering such claim or lawsuit.

25. Any insurance policy shall be written by a reputable insurance company acceptable to City or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in California.

26. If any portion of the operation is to be subcontracted by Diablo, Diablo shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming City, its officers, officials, employees, agents, and volunteers as additional insured, and shall require that the subcontractor shall release, defend and indemnify City to the same extent and under the same terms and conditions as Diablo is required to release, defend and indemnify City herein.

J. NO WARRANTIES

27. City's duties and warranties are limited to those expressly stated in this Agreement and shall not include any implied duties or implied warranties, now or in the future. no representations or warranties have been made by City other than those contained in this Agreement; Diablo hereby waives any and all warranties, express or implied, with respect to the premises or which may exist by operation of law or in equity, including, without limitation, any warranty of merchantability, habitability or fitness for a particular purpose.

K. QUIET ENJOYMENT

28. City does not warrant its title to the property nor undertake to defend Diablo in the peaceable possession or use thereof. No covenant of quiet enjoyment is made.

L. DEFAULT

29. Diablo shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Diablo on the Premises. City is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of City to take any such action shall not relieve Diablo of any obligation or liability under this Section 28 or any other Section of this Agreement. Diablo shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Facilities by any governmental or quasi-governmental body or any Taxes levied or assessed against City or the Premises that are attributable to the Facilities.

M. TERMINATION

30. This Agreement may be terminated by City in the event of a material breach of this Agreement, by first serving a written Notice of Intent to Terminate on Diablo, setting forth in detail a material breach of the terms of this Agreement. Thereafter, Diablo shall have a reasonable period of time within which to cure any such breach, provided Diablo commences such cure within thirty days (30) and thereafter diligently pursues such cure. In the event Diablo has had actual notice and has failed to undertake the necessary action to cure the breach for which the notice was given, this Agreement shall terminate and all rights of Diablo shall absolutely cease. This Agreement may also be terminated by Diablo, provided Diablo complies with the requirements of Section 18 above.

31. If Diablo fails to surrender to City the Premises, upon any termination of this Agreement, all liabilities and obligations of Diablo hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Diablo from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

32. In the event of termination of this Agreement, the parties shall cooperate in the recordation of a Notice of Termination setting forth the original recording information of the Memorandum of Agreement provided for in Section 35 below.

N. ASSIGNMENT

33. Solely in connection with the assignment of all or substantially all of the assets associated with the Project for which this Agreement is given, Diablo may, with the consent of City, assign its rights and obligations under this Agreement: (i) to an Affiliate, (ii) to a leasehold mortgagee in conjunction with Diablo's financing of the Project, (including structures related to off-balance sheet financings, leasing arrangements, and project or other financings in respect of the Project); or (iii) to another entity which purchases the Project. As used in this Section, an "Affiliate" of Diablo means any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Diablo. For purposes of the foregoing, "control," "controlled by," and "under common control with," with respect to an entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, partnership or member interests, by contract, or otherwise. Except as specified above, Diablo shall not assign its rights or obligations under this Agreement, in whole or in part, without City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Section 32, no assignment by Diablo shall be effective unless the proposed assignee first agrees in writing to be bound by all terms and conditions of this Agreement. In the event of an assignment with the consent of City in accordance with this Section, Diablo shall be automatically released from its obligations and liabilities under this Agreement arising on and after the date of such assignment.

O. NOTICES

34. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to City:

City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565
Phone: (925) 252-4850
Fax: (925) 252-4851

With a copy to:

City Attorney
City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565
Phone: (925) 252-4850
Fax: (925) 252-4851

If to Diablo:

Kevin R. Johnson
Diablo Energy Storage, LLC
5000 Hopyard Road, Suite 480
Pleasanton, CA 94588
Phone: (925) 201-5240
Fax: (925) 201 5230

35. Neither termination nor expiration will release either Party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Facilities are removed and the Premises are restored to its condition as of the Effective Date.

P. RECORDATION

36. Diablo shall prepare, subject to City's reasonable review and approval, and City shall subsequently record, a Memorandum of Agreement with the Office of the Recorder of Contra Costa County.

Q. APPLICABLE LAW

37. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the substantive laws of the State of California without regard to conflicts of law provisions.

R. SEVERABILITY

38. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

S. INTEGRATION

39. This Agreement is the full and complete agreement between City and Diablo with respect to all matters relating to Diablo's use of the Premises, and supersedes any and all other agreements between the Parties hereto relating to Diablo's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Diablo or Diablo's obligation to defend and hold City harmless in any prior written agreement between the parties.

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T. MISCELLANEOUS

40. The waiver by City of the breach of any provision herein by Diablo shall in no way impair the right of City to enforce that provision for any subsequent breach thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

DIABLO ENERGY STORAGE, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF PITTSBURG

Approved as to form:

By: _____
Donna Mooney
City Attorney

By: _____
Garrett Evans
City Manager

Attest:

By: _____
Alice E. Evenson
City Clerk

EXHIBIT "A"
DIAGRAM DEPICTING FACILITIES

EXHIBITS “B” AND “B-1”
LEGAL DESCRIPTION OF PREMISES
AND PLAT MAP

EXHIBIT "B"
LEGAL DESCRIPTION

All that real property situate in the City of Pittsburg, County of Contra Costa, State of California, described as follows:

Beginning at the southeast corner of Adjusted Parcel 4 as said Parcel is described in the certain Parcel Map Waiver for a Lot Line Adjustment PMW 12-01, recorded July 12, 2012, as Instrument No. 2012-164627 in the Office of the County Recorder of Contra Costa County, said point of beginning also being a point on the northerly Right of Way (ROW) of Willow Pass Road; thence along the southerly line of said Adjusted Parcel 4 (Doc. 2012-164627) also being the northerly ROW of Willow Pass Road, North 88°51'42" West, 60.34 feet; thence leaving said southerly line of Adjusted Parcel 4 (Doc. 2012-164627) and said northerly ROW of Willow Pass Road, South 00°08'24" West, 32.21 feet; thence South 42°27'52" East, 30.27 feet; thence South 89°58'22" East, 246.86 feet; thence South 73°02'58" East, 50.96 feet; thence South 56°10'02" East, 16.25 feet to a point on the southerly line of the parcel of land described in the Grant Deed (For Right-of-Way Purposes) to the City of Pittsburg, recorded May 21, 2009, as Document No. 2009-0116823 in the Office of the County Recorder of Contra Costa County; thence along said southerly line of said parcel (Doc. 2009-0116823), South 88°51'42" East, 60.62 feet; thence leaving said southerly line (Doc. 2009-0116823), North 58°27'31" West, 105.40 feet; thence South 89°59'56" West, 224.37 feet; thence North 33°33'39" West, 28.12 feet to the Point of Beginning.

Containing an area of 12,734 Square Feet, more or less.

Exhibit "B-1", a Plat, is attached hereto and made a part hereof.

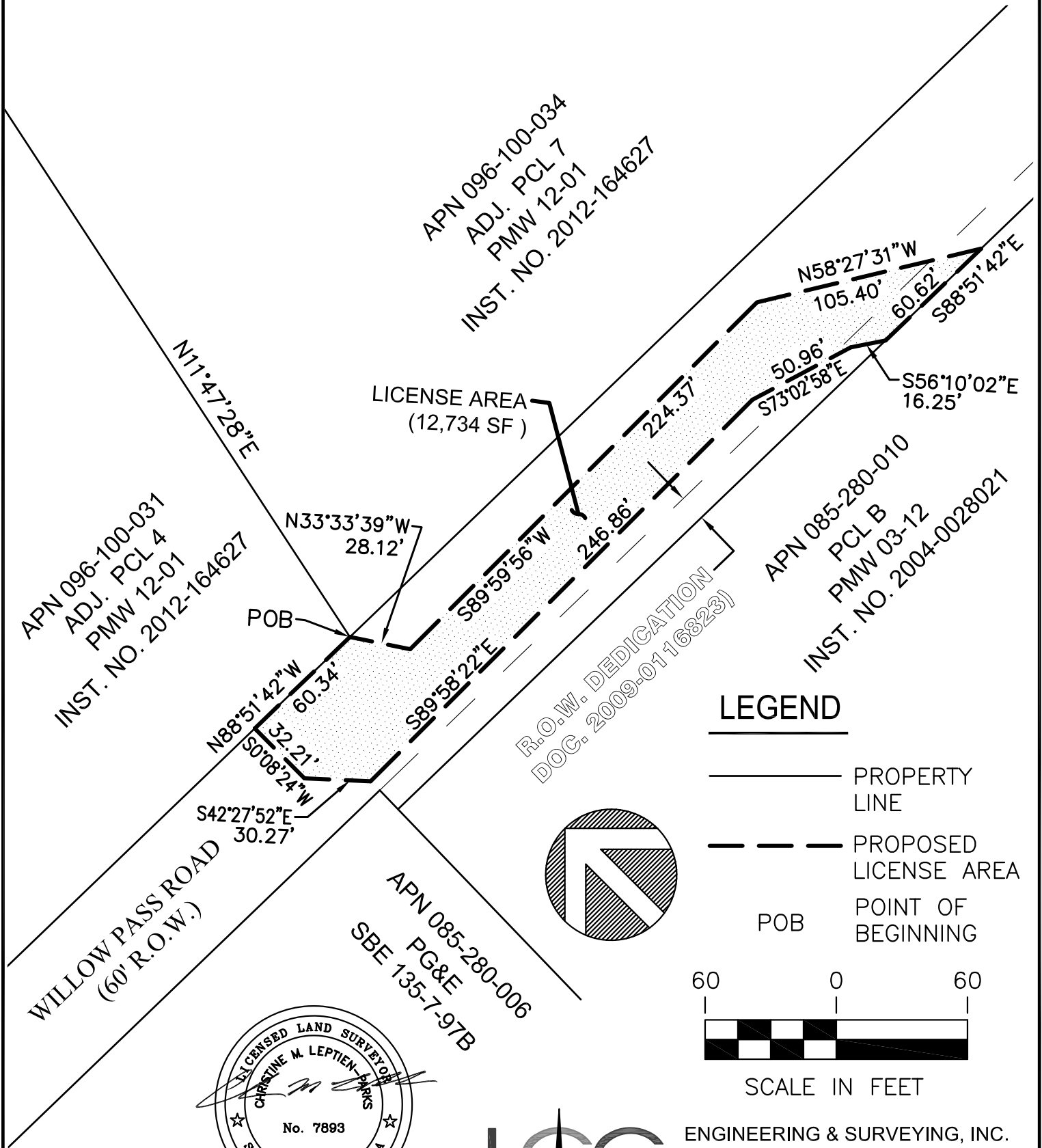


Signature 
Christine M. Leptien-Parks, P.L.S. #7893

05/05/2020
Date

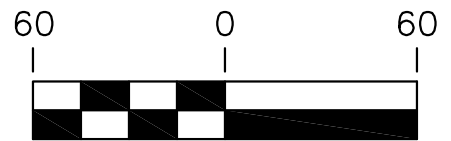
EXHIBIT "B-1"
PLAT MAP
TO ACCOMPANY LEGAL DESCRIPTION
SHEET 1 OF 1

PORTION OF
 WILLOW PASS ROAD
 CITY OF PITTSBURG
 CONTRA COSTA COUNTY
 STATE OF CALIFORNIA



LEGEND

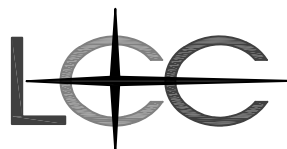
- PROPERTY LINE
- - - - - PROPOSED LICENSE AREA
- POB POINT OF BEGINNING



SCALE IN FEET



5/05/2020
 DATE



ENGINEERING & SURVEYING, INC.
 930 Estudillo Street
 Martinez, California 94553-1620
 www.lcc-inc.com

MAY 2020 LCC JOB No. 2019.041.03