CITY OF PITTSBURG
AGENDA

JUNE 06, 2022

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
5:00 P.M.

REGULAR MEETINGS
7:00 P.M.

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

PRESIDING

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

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

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

AUDIENCE REMARKS

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

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

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

   City designated representatives: Garrett Evans, Maria Aliotti, Jennifer Brizel

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

   Unrepresented employees: Management Group; Senior Executive Team

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Section 54956.9(d)(1)

   Save Mount Diablo v. City of Pittsburg et al., Contra Costa County Superior Court case no. CIVMSN21-0462

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

3. Contra Costa County Fire Protection District Update

4. New Employee Introductions

5. Recreation Department Report

6. Budget

PROCLAMATIONS

7. Celebrating Pride Month

8. Annual East County Juneteenth Celebration

9. Relay for Life of the Delta

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

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

COMMITTEE REPORTS

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

CITY COUNCIL MEETING

CONSIDERATION

10. Adoption of a City Council Resolution to Approve a Lease Agreement between the City of Pittsburg and Global Resources Trading, LLC

    The City of Pittsburg desires to lease a waterfront parcel on Marina Boulevard to Global Resources Trading, LLC (Developer) for development of a commercial building that will house a hotel, restaurants, and banquet hall.

CONFLICT OF INTEREST STATEMENT

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

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

11. Minutes of May 16, 2022

12. By Minute Order, Approve City Council Recesses for Summer Months

    Historically, the City Council takes recesses during the summer months to allow for both staff and Council vacations. Both the recess and the scheduled dates are at the discretion of the Council.

13. Adoption of a City Council Resolution Making Findings in Support of Continuing to Hold Public Subcommittee Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

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

14. Adoption of a City Council Resolution to Approve the Preliminary Engineer's Report, Declare the City Council's Intent to Levy and Collect Assessments in Landscaping and Lighting Assessment District 1988-01, for Fiscal Year 2022-23, and Set a Date to Conduct a Public Hearing.

    Pursuant to state statutes governing the renewal of assessment districts, the City Council is being asked to adopt the resolution approving the preliminary Engineer's Report for Landscaping and Lighting Maintenance Assessment District 1988-01 (District 88-01), Citywide, Fiscal Year 2022-23 and to set July 18, 2022, as the date for a public hearing for this matter.

15. Adoption of a City Council Resolution to Approve the Premilinary Engineer's Report, Declare the City Council's Intent to Levy and Collect Assessments in Landscaping and Lighting Assessment District 1988-02, for Fiscal Year 2022-23, and Set a Date to Conduct a Public Hearing.

    Pursuant to state statutes governing the renewal of assessment districts, the City Council is being asked to adopt the resolution approving the preliminary Engineer's Report for Landscaping and Lighting Maintenance Assessment District 1988-02 (District 88-02), Oak Hills, Fiscal Year 2022-23 and to set July 18, 2022, as the date for a public hearing for this matter.

16. Adoption of a City Council Resolution to Accept Project 3079, Ambrose Park Restroom and Concession Project as Complete and Authorize the City Engineer to File a Notice of Completion

    Project 3079, Ambrose Park Restroom and Concession Project (the "Project") was for the replacement of the existing restroom and snack bar at Ambrose Memorial Park. Adoption of this resolution will accept the Project as complete and authorize the City Engineer to File a Notice of Completion (NOC).

17. Adoption of a City Council Resolution Authorizing Negotiation and Execution of an Agreement for the Purchase of an Enterprise License for FileOnQ Software

    The Police Department seeks approval to appropriate funds for the purchase of an Enterprise License offered by the database platform FileOnQ. The Enterprise license will allow the Police department to expand from the existing, already purchased, EvidenceOnQ to include Quartermaster and Personnel modules.

18. Adoption of a City Council Resolution Authorizing Negotiation and Execution of Agreement With Motorola Solutions to Upgrade Police Radio System to Meet California Department Of Justice Requirements

    The Police Department is required to meet the California Department of Justice Security Policy and the FBI Criminal Justice Information Services Security Policy to ensure the confidentiality of information from the California Law Enforcement Telecommunications system (CLETS). Compliance will require the Police Department to upgrade all radio systems to include encryption of all radio traffic.

19. Adoption of a City Council Resolution to Authorizing the City Manager to enter into a 60-Month Lease/Maintenance agreement with Konica Minolta Business Solutions (KMBS).

    Authorize the City Manager, upon recommendation of the Director of Finance, to enter into a 60-Month Lease/Maintenance agreement with Konica Minolta Business Solutions (KMBS) to meet the Copying, Printing and Scanning needs of the City departments/agencies.

20. Adoption of a City Council Resolution Declaring the City's Granted Tidelands as Exempt Surplus Land

    The City proposes to lease City-owned Granted Tidelands to revitalize the Pittsburg Waterfront. The Surplus Land Act at California Government Code requires that a local agency declare land as surplus land or exempt surplus land, as supported by written findings before taking action to dispose of it.

21. By Minute Order, Initiation of a Review and Potential Amendment of Pittsburg Municipal Code (PMC) Title 18 ("Zoning") Related to Permitted Uses within the Pedestrian Commercial (CP) District

    This is a City-initiated proposal to consider potential amendments to Title 18 of the Pittsburg Municipal Code (PMC) related to the allowable uses within the CP (Pedestrian Commercial) District.

22. Adoption of a City Council Resolution to Accept and Allocate Clean California Local Grant Program Funds and Authorize a Grant Agreement with the California Department of Transportation and a Pittsburg Power Company Resolution to Approve the Use of a Combination of Available Funds to Pay for the Required Match for the Clean California Local Grant

    The City has been awarded $2,891,692 in California Department of Transportation Clean California Local Grant Program funding for the Reviving the Heart of Pittsburg Pride Project (Project). The Project aims to beautify the Railroad Avenue corridor from Civic Avenue to 10th street through landscaping, art, park development and more.

23. Adoption of a City Council Resolution Requesting the Consolidation of the Municipal Election with Other Elections to be Held on Tuesday, November 8, 2022 General Election Date for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities and Levying a Charge and Establishing Word Limitation for Candidates' Statements

    Pursuant to Elections Code Section 10400, et. seq., the City must, at least 88 days prior to the date of the election, file with the Board of Supervisors a Resolution of its governing board requesting the consolidation of elections and setting forth the exact form of any office to be voted upon at the election and establishing the word limitation for candidates' statements.

24. By Minute Order, Direct Review of City's Conflict of Interest Code

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or, alternatively, that the code must be amended. Once the determination has been made, a notice must be submitted to the code-reviewing body no later than October 1 of even-numbered years.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REMARKS

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

ADJOURNMENT to June 20, 2022

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.pittsburgca.gov on the Streaming Media page. Past meetings are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov), or on Delta TV Comcast Channel 32, or Delta TV AT&T U-Verse Channel 99. For more information, please contact the City Clerk's office at 252-4850.

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

Updated December 20, 2021

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

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

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

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

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

CELEBRATING PRIDE MONTH
JUNE 2022

WHEREAS, June 28, 2022 will be the 53rd anniversary of the Stonewall Riots – an event many recognize as the beginning of the Gay Rights Movement in the United States; and

WHEREAS, the City of Pittsburg has a diverse community and is committed to supporting visibility, dignity and equity for all people in the community; and

WHEREAS, many of the residents, students, city employees, and business owners within the City of Pittsburg who contribute to the enrichment of our City are a part of the lesbian, gay, bisexual, transgender, and questioning community; and

WHEREAS, various advancements have been made with respect to equitable treatment of lesbians, gay men, bisexual, transgendered, and questioning persons throughout the nation, but there continues to be some opposition against people from this community and around the world making it important for cities like Pittsburg to show support for our residents who are affected; and

WHEREAS, several cities across the United States recognize and celebrate June as LGBTQ Pride Month and it has become a symbolic month in which lesbians, gay, bisexual people, transgender, and questioning and supporters come together in various celebrations of pride; and

WHEREAS, the rainbow flag, also known as the LGBTQ pride flag or gay pride flag, has been used since the 1970s as a symbol of Lesbian, Gay, Bisexual, Transgender, Questioning pride and LGBTQ social movements; and

WHEREAS, flying the rainbow flag at City Hall throughout the month of June further symbolizes the City's celebration of diversity and support for the Lesbian, Gay, Bisexual, Transgender, Questioning community.

NOW THEREFORE, I, Holland Barrett White, Mayor of the City of Pittsburg, on behalf of the entire City Council hereby declare the month of June as Pride Month in the City of Pittsburg and invite everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding, and further, recognizes Pride Month by flying the rainbow flag at City Hall during the month of June.

CITY OF PITTSBURG CONTRA COSTA CO. CAL.

Holland Barrett White

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson

Alice E. Evenson, City Clerk

June 6, 2022

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

ANNUAL EAST COUNTY JUNETEENTH CELEBRATION
JUNE 19, 2022

WHEREAS, the Annual East County Juneteenth Celebration, celebrated each year on the second Saturday in June, is to be held June 19, 2022 in Pittsburg; and

WHEREAS, this event is sponsored by Souljah's in partnership with Los Medanos Community Health Care District; and

WHEREAS, during the course of African-American history, there have been many dates set aside for the commemoration of Black freedom but January 1, 1863, the date of the Emancipation Proclamation, is one date that has continued to capture the imagination of African-Americans across the nation; and

WHEREAS, the enforcement of the Emancipation Proclamation was difficult and limited in those states that had seceded from the Union requiring the Union Army to send troops throughout the south to enforce the freeing of slaves; and

WHEREAS, June 19, 1865, is a milestone, a date when Blacks in Texas began to realize their first opportunities as free Americans; and

WHEREAS, Juneteenth gives us a chance to recognize the contributions of African-Americans, to reflect on and examine their freedom, independence, and human and civil rights advances,

NOW, THEREFORE, I, Holland Barrett White, Mayor of the City of Pittsburg, California, on behalf of the entire City Council do hereby proclaim June 19, 2022 as "Juneteenth Day" in the City of Pittsburg, and invite all citizens to participate in this observance which affords the special opportunity to become more knowledgeable about the African-American heritage.

CITY OF PITTSBURG CONTRA COSTA CO. CAL.

Holland Barrett White

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson

Alice E. Evenson, City Clerk

June 19, 2022

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

RELAY FOR LIFE OF THE DELTA
JUNE 25, 2022

WHEREAS, cancer is predicted to strike one out of every three Americans sometime in our lifetime with an estimated 176,140 new cases diagnosed in California in 2017 and an estimated 5,190 cases in Contra Costa County; and

WHEREAS, the American Cancer Society is a nationwide voluntary community-based health organization of local citizens and businesses dedicated to eliminating cancer as a major health problem since 1913; and

WHEREAS, the Relay for Life event is the American Cancer Society's premier event, by which the organization accomplishes its mission; and

WHEREAS, the color purple is widely known as the Relay for Life signature color signifying the passion that cancer survivors and their families feel for finding a cure for this disease; and

WHEREAS, one of the events sponsored by the American Cancer Society's Relay for Life is "Paint Your Town Purple" which will also be upcoming in June in the City of Pittsburg; and

NOW, THEREFORE, I, Holland Barrett White, Mayor of the City of Pittsburg, on behalf of the entire City Council of the City of Pittsburg, do hereby proclaim June 25, 2022 as "Relay for Life" Day in the City of Pittsburg and encourage all citizens to participate in this community event.

CITY OF PITTSBURG CONTRA COSTA CO. CAL.

Holland Barrett White

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson

Alice E. Evenson, City Clerk

June 6, 2022

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Lease Agreement between the City of Pittsburg and Global Resources Trading, LLC

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

The City of Pittsburg proposes to lease a waterfront parcel on Marina Boulevard to Global Resources Trading, LLC (Developer) for development of a commercial building that will house a hotel, restaurants, and banquet hall.

FISCAL IMPACT

Upon execution of the proposed ground lease, annual revenues to the Waterfront Fund (Fund 540) will be $34,000. This annual Minimum Ground Rent (MGR) will be subject to Consumer Price Index adjustments and will total a minimum of $1,666,000 over the 49-year lease term. On January 1, 2027, the City will also collect the total of 3% of business gross receipts and 1.5% of food and beverage gross receipts in addition to the previous 12-month's MGR on an annual basis for the remainder of the 49-year term. The City would also benefit from other revenues generated by a hotel including Transient Occupancy Taxes.

RECOMMENDATION

City Council adopt the resolution approving a lease agreement between the City of Pittsburg and Developer for development of a waterfront hotel, restaurants, and banquet hall.

BACKGROUND

Developer is a premier wholesaler of seafood and meat-based products out of Hayward, which distributes to many local restaurants and grocers including Whole Foods. Prior to creating Global Resources Trading LLC, CEO Peter Nguyen successfully owned and operated his own commercial fishing vessel from 1985 to 1995.

The Developer proposes a ground lease for a 1-acre City-owned parcel on Marina Boulevard (as described in Exhibit A of the attached lease and referred to herein as the "Property") for the development of a waterfront hotel that will include two restaurants, and

banquet hall. The Developer currently leases two modular buildings south of the Property at 31 and 27 Marina Boulevard from the City which it operates a successful bait shop, fish market, and café.

The Property is located on sovereign tidelands that have been granted to the City from the State of California under Senate Bill 551, Chapter 422, Statutes of 2011. Granted sovereign tidelands, also referred to as Trust Lands, are held in trust for the people of California. The City is required to operate its granted Trust Lands in conformance with the California Constitution, granting statutes, the Public Trust Doctrine, and the Trust Lands Use Plan adopted by the City on April 3, 2017 and the California State Lands Commission on June 22, 2017 in accordance with Senate Bill 551.

Case law interpreting the Public Trust Doctrine has found that Trust Lands can only be used for purposes beneficial to the State in its entirety (the statewide public), as does the City's granting statute. These operational requirements have introduced hurdles for the use of the tidelands Property as it cannot be sold by the City, and any user other than the City must have an executed long-term Tidelands Lease for use of the parcel.

Lastly, the City's Granted Tidelands may be considered Exempt Surplus Land as the 2019 amendment of the Surplus Land Act broadened the scope of public land made available for affordable housing but Section 54221(f)(1)(H) defines exempt surplus land to include surplus land that was granted by the state in trust to a local agency or that was acquired by the local agency for trust purposes by purchase or exchange, and for which disposal of the land is authorized or required subject to conditions established by statute.

SUBCOMMITTEE FINDINGS

The Economic Development and Waterfront Subcommittee supported a ground lease for the development of a waterfront hotel at the February 24, 2022 Subcommittee meeting.

STAFF ANALYSIS

The proposed use of the Property aligns with the City's California State Lands Commission-approved Trust Lands Use Plan and General Plan goals of creating pedestrian-friendly connectivity between downtown and the Pittsburg Marina. It fits the existing Marine Commercial zoning designation, provides an additional destination point for the community, and has the potential to decrease blight experienced by the surrounding community as a result of the Properties' historic vacancy.

Development of a hotel, restaurants, and banquet hall in this location compliments other ongoing City efforts to bring revitalization to the surrounding Severely Disadvantaged Community like the City's US EPA-funded Brownfield program and the Sacramento-San Joaquin Delta Conservancy's Proposition 68-funded upgrade project at Central Harbor Park and the Pittsburg Public Boat Launch Ramps. Additionally, as proposed, the 7-room themed Upscale hotel, two restaurants on the water with associated outdoor leasable space, and 10,000 square foot banquet room with a waterfront view are amenities, attractors, and job generators currently absent from Pittsburg's waterfront offerings.

Finally, with a bait shop and café at 27 and 31 Marina Boulevard, the Developer has demonstrated since 2018 that retail and restaurants can thrive near the Property. The Developer also brings regional familiarity and a supportive client base to this business expansion effort.

ATTACHMENTS: Resolution
Commercial Tidelands Lease

Report Prepared By: Sara Bellafronte, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Approving a Lease Agreement between the City of Pittsburg and Global Resources Trading, LLC	))))	RESOLUTION NO. 22-

WHEREAS, the City proposes to lease a waterfront parcel on Marina Boulevard, eastwardly adjacent to the Pittsburg Public Boat Launch Ramps (Property) to Global Resources Trading, LLC (Developer) for development of a boutique hotel that will house two restaurants and a banquet hall; and

WHEREAS, the Property is located within sovereign Tidelands that have been granted to the City of Pittsburg under Senate Bill 551, Chapter 422, Statutes of 2011; and

WHEREAS, granted Tidelands can only be used for purposes beneficial to the State in its entirety (the statewide public), and users of the Property must execute a Tidelands Lease with the City of Pittsburg for use of the Property; and

WHEREAS, on June 6, 2022, the City Council adopted a resolution declaring the City's Granted Tidelands as Exempt Surplus Land; and

WHEREAS, development of the Property is in alignment with current revitalization efforts in the area and is anticipated to be a catalyst for additional commercial and recreational use of the waterfront; and

WHEREAS, the Developer's proposal to construct a 7-room themed upscale boutique hotel, 10,000 square foot banquet hall and two restaurants satisfies the California State Lands Commission's operational requirements, and aligns with the City's Trust Lands Use Plan, General Plan, and Zoning Ordinance; and

WHEREAS, the Developer currently leases two modular buildings near the Property at 31 and 27 Marina Boulevard from the City at which it operates a successful bait shop, fish market, and café; and

WHEREAS, on February 24, 2022, the Economic Development and Waterfront Subcommittee supported a ground lease for the development of a waterfront hotel; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the lease agreement between the City and the Developer and authorizes the City Manager to execute related documents in support of this resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of June 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____

Alice E. Evenson, City Clerk

GRANTED TIDELANDS COMMERCIAL LEASE AGREEMENT

By and between the

The City of Pittsburg

and

Global Resources Trading, LLC

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EXHIBITS:

EXHIBIT A	Legal Description of the Property
EXHIBIT B	Scope of Development
EXHIBIT C	Memorandum of Lease
EXHIBIT D	Maintenance Standards
EXHIBIT E	STR Chain Scales - North America and Caribbean

GROUND LEASE AGREEMENT

THIS GRANTED TIDELANDS COMMERCIAL LEASE AGREEMENT (the "Lease") is entered into as of the 7th day of June, 2022, by and between the City of Pittsburg, a municipal corporation (the "City"), and Global Resources Trading, LLC, a California limited liability company (the "Tenant").

RECITALS

A. Capitalized terms used, but not defined, in these Recitals shall have the meaning set forth in Section 1.1.

B. The City is the Trustee for approximately forty-three thousand four hundred (43,400) square feet of tidelands situated in New York Slough, located in the City of Pittsburg, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the Property).

C. The State of California granted in trust to the City of Pittsburg all rights, title, and interest to all tidelands within the City of Pittsburg boundaries pursuant to SB 551 of 2011. The Property is subject to the Trust Lands Use Plan (TLUP) adopted by the City on April 3, 2017 and the California State Lands Commission (SLC) on June 22, 2017 in accordance with Senate Bill 551.

D. Tenant desires to lease the Property from the City to construct a 29,253 sf waterfront mixed use commercial building that will house two restaurants, a hotel of up to seven (7) luxury suites available, and a banquet and meeting hall (the Business), as well as landscaping and parking.

E. Tenant accepts the within Lease with full knowledge that there is no warranty of title in and to the within described Property by City to Tenant.

F. Tenant accepts the within Lease with full knowledge that the Property must be maintained and operated in compliance with the restrictions set forth in Senate Bill 551 and the City of Pittsburg TLUP, including but not limited to the maintenance of public access to the shoreline on the property, and the prohibition on residential use.

G. Tenant accepts the within Lease with full knowledge that development of the Property and operation of the Business on the Property are subject to receipt of all permits required by the City and environmental review as required by CEQA. Nothing in this Lease shall be construed as constituting approval for development of the Property or operation of the Business on the Property.

H. The City has determined that the development of the Property pursuant to this Lease will serve TLUP goals and objectives by providing public use, enhancing commerce, maintaining public access, and alleviating the existing blight on the Property, within the Project Area, and City.

Therefore, the City and the Tenant agree as follows:

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Lease, unless otherwise provided:

(a) "Annual Rent" Generally. Payable as provided in Article 3 below, the greater of:

(1) "Minimum Ground Rent" in the amount of Thirty-four Thousand Dollars ($34,000) per year) or as determined in Article 3; or

(2) "Percentage Rent" equal to the sum of 3% of "Business Gross Receipts" and 1.5% of "Food and Beverage Gross Receipts," each as adjusted from time to time as provided herein and as defined in Article 3 below. Except as otherwise expressly provided in this Tidelands Lease, Percentage Rent shall be calculated (and if due) paid on an annual basis.

(b) Adjustments. Minimum Ground Rent and Percentage Rent are subject to adjustment on the "CPI Adjustment Dates," "Minimum Ground Rent Adjustment Dates" and "Percentage Rent Adjustment Dates" (each as defined below), as provided in Article 3 below.

(c) "Approved Security Interest" means a mortgage, deed of trust, or other reasonable method of security encumbering the Tenant's leasehold estate in the Property and, if requested by an Approved Security Interest Holder, the City's fee estate in the Property that (i) meets the requirements of this Agreement, and (ii) secures any loan and/or refinancing approved by the City.

(d) "Approved Security Interest Holder" means the holder or beneficiary of an Approved Security Interest.

(e) "Bankruptcy/Insolvency Event" means any of the following:

(1) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the Tenant to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the Tenant or seeking any arrangement for the entity in question under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the Tenant in bankruptcy or insolvency or for any of its properties, or (iv) directing the winding up or liquidation of the Tenant, if any such decree or order described in clause (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a lesser time period will apply under this subsection; or the Tenant shall

have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.

(2) Assignment; Attachment. The Tenant shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or prior to sooner sale pursuant to such sequestration, attachment or execution.

(3) Suspension; Termination: Occurs when the Tenant has voluntarily suspended its business or fails to maintain its good standing as defined in Article 5.

(f) "Building Permit" means all building permits for the Improvements required to be obtained from the City or other Governmental Authorities.

(g) Business: is defined in Recital D, is established for the convenience and promotion of commerce, navigation, and fishery on the Pittsburg Waterfront, and includes:

(1) Hotel Facilities: collectively means a major first-class hotel and related facilities including but not limited to up to seven (7) third floor luxury suites and a 10,000 square foot banquet hall of equivalent quality and character as a hotel establishment with an STR Chain Scale rating issued by Smith Travel Research (STR) of "Upscale" or better, parking areas, and ancillary facilities on the Property.

(2) Restaurant Facilities: means up to two first floor restaurants and their associated outdoor spaces maintained a quality of character and operation as described in Section 5.1(c)(2).

(h) "Business Operator" means the entity approved by the City in accordance with this Lease to operate the Improvements.

(i) "CC&R's" means those certain Covenants, Conditions, and Restrictions affecting the Property recorded on May 5, 2016 as document 2016-0084535-00.

(j) "CEQA" means the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*), and any state or local implementing guidelines in connection therewith.

(k) "Certificate of Completion" means the certificate issued by the City to the Tenant after completion of the Improvements in accordance with the provisions set forth in this Lease.

(l) "CPI Adjustment Dates" means January 1, 2023 and each January 1 thereafter during the Lease Term. See Article 3 below.

(m)"City" means the City of Pittsburg, a municipal corporation.

(n) "Concessionaire" means service providers operating auxiliary facilities relating to the operation of the Business, or providing ancillary services relating to the operation of the Business.

(o) "Construction Contracts" means, collectively, all the contracts between the Tenant and any general contractor(s) covering the construction of the Improvements or any Major Additional Improvements.

(p) "Default Interest Rate" means the rate of ten percent (10%) per month during the relevant period over which the Default Interest Rate is to be applied under this Lease, but in no event greater than the maximum rate permitted by law.

(q) "Development" means the Improvements and the Developer's leasehold interest in the Property.

(r) "Final Construction Plans" means all construction documentation upon which the Developer and its contractors shall rely in building the Improvements. The Final Construction Plans shall include, without limitation, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specification (also known as "working drawings" and commonly referred to in the construction industry as "Construction Documents"), and a time schedule for construction. The Final Construction Plans shall include the mitigation measures required by any public entity as a condition of any permits or Land Use Approvals required for the Improvements.

(s) "General Contractor" shall have the meaning set forth in Section 4.3(j).

(t) "Governmental Authority(ies)" means any federal, state, and/or local City, department, commission, board, bureau, administrative or regulatory body, or other public instrumentality having jurisdiction over the Property or any portion thereof.

(u) "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv)

defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq., as the foregoing statutes and regulations now exist or may hereafter be amended.

(v) "Hazardous Materials Laws" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Article 5, as any of the foregoing may be amended from time to time.

(w) "Improvements" are more particularly described in the Scope of Proposed Development, attached as Exhibit B.

(x) "Land Use Approvals" or "Entitlements" means any governmental or regulatory approvals, permits or authority, other than the Building Permit, necessary for the development and operation of the Improvements, including but not limited to, mitigation measures or other conditions, if any, imposed pursuant to CEQA.

(y) "Lease Commencement Date" means the date of the City's execution of this Lease.

(z) "Major Additional Improvements" shall have the meaning set forth in Section 4.2(c).

(aa) "Managing Member" means Peter Nguyen, an individual, and the managing member of the Tenant.

(bb) "Minimum Ground Rent Adjustment Dates" January 1, 2033 and each 10 years thereafter during the Lease Term. See Article 3 below.

(cc) "Parties" means the City of Pittsburg and the Tenant.

(dd) "Percentage Rate Adjustment Dates" means January 1, 2033 and each 10 years thereafter during the Lease Term. See Article 3 below.

(ee) "Personal Property" shall have the meaning set forth in Section 4.3(h).

(ff) "Preliminary Title Report" means the following: Preliminary Title Report, number 0114002931-SH, dated March 15, 2022 issued by Old Republic Title Company.

(gg) "Project Area" means all real property located within a 3/4 mile radius of Lot 2 in the City of Pittsburg, California as legally described in Exhibit A, including the Pittsburg Waterfront and downtown.

(hh) "Property" means that certain real property located in the City and more particularly described as Resultant Lot 2 in the attached Exhibit A.

(ii) "Rent Commencement Date" means June 7, 2022.

(jj) "Tenant" means Global Resources Trading LLC, a California limited liability company.

(kk) "Tenant Event of Default" or "Tenant Events of Default" means an event described in Section 12.1.

(ll) "Transfer" has the meaning set forth in Section 7.1.

Section 1.2 Exhibits. The following exhibits are attached to and incorporated into this Lease:

EXHIBIT A	Legal Description of the Property
EXHIBIT B	Scope of Proposed Development
EXHIBIT C	Memorandum of Lease
EXHIBIT D	Maintenance Standards
EXHIBIT E	STR Chain Scales - North America and Caribbean

ARTICLE 2.
LEASE OF THE PROPERTY

Section 2.1 Property. Subject to the terms, covenants, and conditions hereof and in consideration of rents to be paid pursuant to this Lease, the City hereby leases the Property to the Tenant, and the Tenant hereby leases from the City, the Property.

Section 2.2 Term. Unless sooner terminated pursuant to the provisions of this Lease, this Lease shall continue in full force and effect for the Term, commencing on the Lease Commencement Date and expiring on midnight the day immediately preceding the forty-ninth (49th) anniversary of the Lease Commencement Date.

Section 2.3 Use. Subject to the provisions of this Lease, the Tenant shall use the Property for the development thereof and for the construction, development and

operation of the Improvements on the Property in accordance with the restrictions and requirements set forth in Article 5 hereof.

Section 2.4 Possession. The City agrees to and shall provide possession of the Property to the Tenant immediately following the Lease Commencement Date. To the best of the City's knowledge, the Property is subject only to the encumbrances listed in Senate Bill 551 of 2011 and the Preliminary Title Report and such encumbrances approved by the City and recorded concurrently with the Memorandum of Lease. The City shall provide possession the Property to the Tenant in "AS-IS" condition.

Section 2.5 Memorandum of Lease. The Parties shall execute and acknowledge the Memorandum of Lease, in the form attached hereto as Exhibit C, which the Tenant shall cause to be recorded against the Property at the Tenant's expense.

ARTICLE 3.
RENT

Section 3.1 Rent.

(a) Rent. Annual Rent, Additional Rent, and Late Fees shall be paid as set forth in this Article 3. Minimum Ground Rent, Percentage Rent, Annual Rent, Additional Rent, and other payments due and payable hereunder to on behalf of Landlord (collectively, "Rent") shall be paid without notice or demand, and, except as specifically provided for this Tidelands Lease, without offset, deduction, or credit. All Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate from time-to-time in writing. No Rent shall be payable prior to the Rent Commencement Date.

Section 3.2 Payment of Annual Rent.

(a) During the Term of this lease and commencing on the Commencement Date, Tenant shall pay to Landlord Annual Rent.

On June 7, 2022, Tenant shall pay prorated Minimum Ground Rent totaling nineteen thousand three hundred thirty-five dollars and sixteen cents ($19,335.16) for the June 7 – December 31, 2022 lease period. On January 1, 2023 Tenant shall pay Minimum Ground Rent totaling thirty-four thousand dollars ($34,000) for the January 1 – December 31, 2023 lease period. Each January 1 thereafter ("Anniversary Date") Tenant shall pay Minimum Ground Rent to Landlord annually.

(b) Tenant shall not pay Percentage Rent during an initial Stabilization Period" of four (4) years and seven months (7) months. Beginning January 1, 2027 Tenant shall pay Percentage Rent (if due) not later than 60 days after Anniversary Date of each calendar year during the remaining Ground Lease Term on the basis of the

Business Gross Receipts and Food and Beverage Gross Receipts as defined in Section 3.3 for the preceding January 1 – December 31 period. Tenant shall be entitled to a credit against the Percentage Rent in an amount equal to the total amount of Minimum Ground Rent paid during the applicable Ground Lease year.

(c) Rent is payable to the City at the address shown in Section 13.1 or such other place as the City may designate in writing. In the event the Tenant fails to pay Rent by the close of business on the due date or the Tenant's check is returned by the financial institution on which it is drawn for insufficient funds, the Tenant shall pay the City (i) Two Hundred Fifty Dollars ($250) as a Late fee (the "Late Fees") and (ii) the maximum rate of interest permitted by law, accrued daily on such late Rent due to the City, which must be paid together with the payment of the Rent.

Section 3.3 Gross Receipts.

(a) "Business Gross Receipts" means all gross revenue as defined in the Uniform System of Accounts for the Lodging Industry actually received by Tenant or any Tenant affiliate, except as otherwise provided in Subsections 3.3(b) and 3.3(c) below, from room rentals, banquet hall rentals, restaurant space subleases, and other rentals, including revenues from on-command premium movie rentals, internet service connection fees, telephone or facsimile transmission charges, Concessionaires and subtenants sublease rent, sale of goods, wares, merchandise, commodities, products and services; charges for attendance at any on-Improvements event; and any and all other revenue of whatsoever kind or nature derived from or relating to the operation of the Business, valued in money, whether received in money or otherwise, without any deduction for the cost of the property sold, the cost of materials used, labor or service costs, interest paid, losses, cost of transportation, or any other expense, but excluding Food and Beverage Gross Receipts and excluding actual bad debt and credit card charge backs.

(b) "Food and Beverage Gross Receipts" means all gross sales or revenue received by Tenant or any Tenant affiliate or sublessee derived from food and beverage sales at the Restaurants relating to the operation of the Business but excluding Hotel Gross Receipts.

(c) With respect to all City-approved subtenant operating auxiliary facilities on the Improvements, Tenant shall pay Landlord 3% of the sublease rent as provided for in the City-approved sublease and such payments shall not be included within the definition of Business Gross Receipts or Food and Beverage Gross Receipts. With respect to third-party concessionaires or service providers operating auxiliary facilities relating to the operation of the Business (each, a **"Concessionaire"**), the terms Business Gross Receipts and Food and Beverage Gross Receipts shall mean the net amounts, whether received in money, in-kind consideration or otherwise, actually received by Tenant or its affiliates from such Concessionaire and not the gross revenues of such Concessionaire.

(d) Exclusions. Each of the defined terms Business Gross Receipts and Food and Beverage Gross Receipts expressly excludes state, county and City sales taxes or City transient occupancy taxes; the value of meals furnished to employees of affiliates of Tenant in the course of their employment; employee tips or gratuities; any service charge turned over to employees in lieu of such employees receiving tips or gratuities; any proceeds of sales of worn out, obsolete or surplus trade equipment, furniture, and fixtures, and other Personal Property which is ordinarily used in the business but not held for sale, lease or use; any proceeds from financing or refinancing of the Tenant's property, including ground leasehold interest in the Improvements; proceeds from any insurance policy other than business interruption insurance proceeds which shall be included in Business Gross Receipts to the extent such revenue is not excluded from Business Gross Receipts under this Section 3.3; proceeds from the sale, disposition financing or refinancing of any assets of Tenant; and any charges for valet services. No item, to the extent accounted for in Business Gross Receipts, shall be included in Food and Beverage Gross Receipts; and no item, to the extent accounted for in Food and Beverage Gross Receipts, shall be included in Business Gross Receipts.

Section 3.4 Statement of Each Business Gross Receipts and Food and Beverage Gross Receipts; Records of Sales; Right to Audit; Financial Statements.

(a) Business Gross Receipts and Food and Beverage Gross Receipts Statements.

(1) For the purpose of determining Percentage Rent, Tenant shall furnish to Landlord, not later than February 15, 2027 and each February 15th annually thereafter through the lease Term, an unaudited itemized statement of each of Business Gross Receipts and Food and Beverage Gross Receipts for the preceding January 1 – December 31 Ground Lease Year, as applicable, certified by an officer of Tenant and prepared in accordance with the latest edition of the Uniform System of Accounts for the Lodging Industry.

(2) Tenant covenants that it will include in each sublease or operating agreement or similar contract (each, a **"Concessionaire Agreement"**) with any future Concessionaire, provisions imposing upon such Concessionaire the obligation to provide to Landlord, within 10 business days' following Landlord's request therefor, statements of the rents or other payments by each such Concessionaire to Tenant or its affiliates.

(b) Records of Sales and Business Transactions. Tenant shall keep and maintain true and complete records and accounts for each calendar year during the Ground Lease Term and for each Ground Lease Year, and for a period of at least five years after the end of each Ground Lease Year, all sales slips, cash register tape readings or other electronic, digital, or hard copy recordation or documentation of cash register sales, sales books, rental books, bank books and statements, deposit slips, paper and electronic books of account, and any and all other documents, records, returns, papers and files of Tenant relating to each of the Business Gross Receipts and

Food and Beverage Gross Receipts and sales, lease, rental or other business transacted during each calendar quarter during the Ground Lease Term and each Ground Lease Year (collectively, **"Records and Accounts"**) and shall make the same available to Landlord or its authorized agent during such period at the Improvements or at some other place reasonably acceptable and readily available to Landlord, for examination and auditing purposes, without causing unreasonable disturbance to the operations of the Hotel and its guests.

(c) Right to Audit. Tenant shall give Landlord, or its authorized agents access at the Improvements or at some other place reasonably acceptable and readily available to Landlord, including the City Auditor, upon reasonable (but no more than 30 days) prior written notice and during business hours, to such Records and Accounts, including reasonable access to Tenant's employees, and any subtenant or Concessionaire's employees, for auditing purposes, and Landlord, including City Auditor, shall have the right to audit such Records and Accounts. If Landlord acting through the City Auditor or otherwise should have an audit made for any period and either Business Gross Receipts, Food and Beverage Gross Receipts, or business transacted shown by Tenant's statement for such period is found to be understated in an amount greater than or equal to two percent of the amount reported by Tenant (**"Understatement"**), Tenant shall be provided an opportunity to discuss and respond to any findings before an audit report is formally filed. In the event that Landlord acting through the City Auditor or otherwise performs an audit and it is found that there is an Understatement, Tenant shall, within five business days, pay to Landlord the cost of such audit as well as the additional Percentage Rent or other sums payable by Tenant to Landlord, in addition to any delinquency and late charges provided for in this Ground Lease. If Landlord's audit shows no Understatement, the cost of the audit shall be borne by Landlord. Tenant covenants it will include in subleases with all future subtenants, provisions imposing upon such subtenant obligations to Landlord, substantially similar to those obligations of Tenant to Landlord as set forth in this Section 3.4.

(d) Other Financial Information. Tenant shall also provide to Landlord as applicable, within 30 days after written request, such other financial information as may be reasonably required by Landlord.

Section 3.5 Minimum Ground Rent Adjustments.

(a) CPI Adjustments. Minimum Ground Rent shall be increased commencing on each January 1 occurring after the Commencement Date during the Ground Lease Term, with the exception of any Minimum Ground Rent Adjustment Dates (each a **"CPI Adjustment Date"**) by an amount equal to the product of (i) the Minimum Ground Rent in effect for the 12 month period immediately preceding the applicable CPI Adjustment Date multiplied by (ii) the percentage increase in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California metropolitan area as published by the Bureau of Labor Statistics for the United States Department of Labor measured from the measuring month 15 months

preceding the CPI Adjustment Date to the measuring month three months preceding the CPI Adjustment Date and every 12 months thereafter (each a **"CPI Adjustment"**).

(b) Periodic Adjustments. In addition to annual CPI Adjustments, Minimum Ground Rent shall be reset on each Minimum Ground Rent Adjustment Date, to an amount equal to 60% of the average Annual Rent payable by Tenant for the three lease years immediately preceding the Minimum Ground Rent Adjustment Date. However, in no event shall Minimum Ground Rent be reduced below the Minimum Ground Rent in effect immediately prior to the Minimum Ground Rent Adjustment Date.

Section 3.6 Percentage Rent Adjustments.

(a) General. On each Percentage Rent Adjustment Date during the lease Term, each specific percentage amount (each, a **"Percentage Rent Multiplier"**) which is applied to Business Gross Receipts and Food and Beverage Gross Receipts (initially 3% and 1.5%, respectively) as part of the Percentage Rent determination shall be adjusted to the then-applicable **"Fair Market Percentage Rent Multiplier,"** determined as provided in this Section 3.6; provided, however, in no event shall either Percentage Rent Multiplier be increased or reduced more than 10% above or below the Percentage Rent Multiplier in effect immediately prior to the applicable Percentage Rent Adjustment Date. By way of example, the Percentage Rent Multipliers in effect for the ten-year period beginning January 1, 2033 shall in no event be lower than 2% for Business Gross Receipts or 1.25% for Food and Beverage Gross Receipts, nor higher than 3% for Business Gross Receipts or 1.75% for Food and Beverage Gross Receipts. The foregoing shall not prevent *cumulative* increases or decreases of either Percentage Rent Multiplier by more than 10% over multiple Percentage Rent Adjustment Dates.

(b) Determination of Fair Market Percentage Rent Multipliers. The Fair Market Percentage Rent Multiplier for each of Business Gross Receipts and Food and Beverage Gross Receipts means the Percentage Rent Multiplier that would be applied to Business Gross Receipts and Food and Beverage Gross Receipts, respectively, which the land comprising the Improvements would bring as of the date of Landlord's Rent Adjustment Notice (defined below), taking into account the permitted uses of the Improvements and all other terms, conditions and covenants contained in this Tidelands Lease, if the Improvements were offered for a long-term ground lease on an open and competitive market to a tenant in an arms-length transaction with neither party under abnormal pressure to consummate the transaction.

(1) At least nine months prior to each Percentage Rent Adjustment Date, Landlord shall provide Tenant with written notice (**"Landlord's Rent Adjustment Notice"**) of Landlord's determination of the Percentage Rent Multipliers for the upcoming 10-year period, which shall be based upon a recent market rent analysis of the Improvements (determined in accordance with the standards set forth in this Section 3.6 performed not more than ninety (90) days prior to the date of such Landlord's Rent Adjustment Notice. If Landlord fails to timely provide Tenant with Landlord's Rent Adjustment Notice, Tenant may provide Landlord with written notice specifying that

Landlord's failure to provide Landlord's Rent Adjustment Notice within ninety (90) days from Tenant's notice shall be deemed Landlord's determination that the Percentage Rent Multipliers then in effect are equal to the Fair Market Percentage Rent Multipliers. If Landlord provides a Landlord's Rent Adjustment Notice and Tenant disagrees with Landlord's determination, Tenant, within 90-days after receipt of Landlord's Rent Adjustment Notice, may deliver to Landlord written notice of such disagreement, together with Tenant's determination of the Fair Market Percentage Rent Multipliers based upon a recent market rent analysis of the Improvements (determined in accordance with the same standards set forth above), and complete copies of any market rent analysis which Tenant has utilized in its determination, together with such other information regarding such comparable properties as Tenant deems relevant or as may be reasonably requested by Landlord, to the extent available to Tenant (**"Disagreement Notice"**). If Tenant fails to deliver to Landlord its Disagreement Notice within such 90-day period, Landlord's determination of the Fair Market Percentage Rent Multipliers shall be conclusive. If Tenant timely delivers to Landlord a written Disagreement Notice together with Tenant's determination of the Fair Market Percentage Rent Multipliers, then Tenant and Landlord shall have 30 days from the date of Tenant's Disagreement Notice in which to agree upon the Fair Market Percentage Rent Multipliers (**"Negotiation Period"**). Landlord and Tenant shall negotiate in good faith during the Negotiation Period. If the parties agree on the Fair Market Percentage Rent Multipliers during the Negotiation Period, they shall promptly execute an amendment to this Ground Lease setting forth the Fair Market Percentage Rent Multipliers so jointly determined, to be effective upon the applicable Percentage Rent Adjustment Date.

(2) If the parties do not agree on the Fair Market Percentage Rent Multipliers, the parties shall have ten (10) business days from the end of the Negotiation Period to apply to and receive from the American Arbitration Association a panel of three potential MAI certified real estate appraisers with at least 10 years' full-time hotel and restaurant appraisal experience in the San Francisco Bay Area and who have not previously been retained by either party or their respective affiliates, parents, or subsidiaries. If such a panel is unobtainable within the 10 business day timeframe, either party can apply to the presiding judge of the superior court Contra Costa County, California, for a panel of appraisers who meet the qualifications stated in this Subsection 3.6(b)(2). Upon receipt of the panel of appraisers, the parties shall determine a single appraiser within five business days in the manner provided herein. Each party shall be entitled to object to any individual on the panel.

Tenant shall have the right to make objection first and the parties shall take turns making objections until agreement is reached or only one appraiser remains who shall be appointed to determine the Fair Market Percentage Rent Multipliers hereunder.

(3) The appraiser so appointed shall be required to determine, in accordance with the standards set forth in Section 3.6 and within 30 days of the appraiser's appointment, which of the Landlord's or Tenant's written determination of Fair Market Percentage Rent Multipliers most closely approximates the then current Fair

Market Percentage Rent Multipliers for the Improvements. The determination of Fair Market Percentage Rent Multipliers chosen by the appraiser shall become the Fair Market Percentage Rent Multipliers in effect until the next Percentage Rent Adjustment Date. The decision rendered by the appraiser shall be final, and binding on both parties. Each of the parties shall bear one-half of the cost of appointing the appraiser and of paying the appraiser's fee. If the Fair Market Percentage Rent Multipliers have not been determined prior to the applicable Percentage Rent Adjustment Date, Tenant shall pay adjusted Percentage Rent based upon Landlord's determination of the Fair Market Percentage Rent Multipliers, subject to retroactive adjustment between the parties if the determination by the appraiser is different from Landlord's determination.

(4) Nothing in this Subsection 3.6(b) shall prevent the parties from resolving any dispute regarding Fair Market Percentage Rent Multipliers by any other means they may mutually approve.

Section 3.7 Net-Net-Net Lease. This Lease is a net-net-net lease, and Rent and other payments payable to or on behalf of the City shall: (a) be paid without notice or demand and without offset, counterclaim, abatement, suspension, deferment, deduction or defense; and (b) be an absolute net return to the City, free and clear of any expenses, charges or offsets whatsoever.

Section 3.8 Tenant Responsibility for Costs and Expenses of Lease. It is the intent of the Parties that, except as expressly provided in the Tenant's Covenants and Article 8, the Rent shall be an absolutely net return to the City and that the Tenant shall pay all costs and expenses relating to the Property of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Property; real property taxes; rent taxes; gross receipt taxes (whether assessed against the City or assessed against the Tenant and collected by the City, or both); water and sewer charges; insurance premiums (including earthquake, if economically feasible in the discretion of the Tenant); utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Property.

Section 3.9 Security Deposit. Upon execution of this Agreement, the Tenant shall pay to the City a security deposit in the amount of thirty-four thousand dollars ($34,000) (the "**Security Deposit**"). Provided that Tenant is not in default under this Agreement, the City shall return the Security Deposit to the Tenant upon termination of this Agreement. The City has no obligation to pay or earn interest on the Security Deposit, but if interest is paid thereon, such interest will become part of the Security Deposit. Notwithstanding the above, the City shall use its best efforts to put the Security Deposit in an interest bearing account of the City's choice within thirty (30) days of its receipt by the City.

Section 3.10 Use of Security Deposit. If the Tenant is in default with respect to any provision of this Agreement, the City may, but has no obligation to, use the Security Deposit or any portion of the Security Deposit to cure such default or to compensate the City for any damage or reasonable expense sustained by the City and resulting from such default, but only after providing the Tenant with an opportunity to cure such default pursuant to the provisions of Section 9.4. The City shall provide the Tenant with evidence of damages incurred as a result of a default by the Tenant. If this Agreement has not been terminated as a result of such default, the Tenant, on demand from the City, shall promptly restore the Security Deposit to the full amount required under Section 3.9.

Section 3.11 No Termination. Except as otherwise expressly provided in this Lease (refer to Article 4 relating to obtaining Entitlements, commencement and completion of construction of improvements), Article 8 (relating to damage or destruction, Article 11 (relating to takings, and Article 12 relating to remedies for default), this Lease shall not terminate nor shall the Tenant be entitled to the abatement of any Rent or other payment due or any reduction or allocation thereof, nor shall the obligations of the Tenant under this Lease be otherwise affected by reasons of any damage to or destruction of all or any part of the Development from whatever cause, or a taking of the Development or any portion thereof by condemnation, requisition or otherwise for any reason whatsoever, or the prohibition, limitation or restriction of the Tenant's use of all or any part of the Development, or the interference with such use by any person, or by reason of the termination or foreclosure of any mortgage, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties that the obligations of the Tenant shall be separate and independent covenants and agreements, that the Rent and all other payments payable by the Tenant under this Lease shall continue to be payable in all events, and that the obligations of the Tenant under this Lease shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease; provided, however, that during the continuance of any such damage, destruction, taking, prohibition, limitation, interference, eviction or foreclosure, the Tenant shall not be obligated to perform any obligations which are no longer capable of being performed as a result of such event.

ARTICLE 4.
CONSTRUCTION OF IMPROVEMENTS

Section 4.1 Construction of Improvements.

(a) Entitlements and CEQA Required. No improvements may be undertaken until the Tenant has obtained all required permits and authorizations of any federal, state or local government or departments or subdivisions of any of them, having jurisdiction including, but not limited to, approval from the SLC and compliance with CEQA. Nothing in this Agreement shall constitute a commitment by the City to approve CEQA documentation, land use or any other entitlements or agreements concerning the

Improvements, which shall follow applicable development ordinances and regulations and laws.

(b) Termination Upon Rejection of Entitlements or Insurmountable Environmental Impacts identified through CEQA._If Tenant has not obtained all Entitlements including compliance with CEQA for the proposed Improvements eighteen (18) months after the Effective Date of this Lease, this Lease shall Terminate on December 7, 2023. One six-month extension may be approved by amendment in writing at the City Manager's sole discretion.

(c) Specific Standards. Within the time and in the manner set forth in this Lease, the Tenant shall construct, or cause to be constructed, the Improvements, as required by this Lease, on the Property. The Improvements shall be constructed in full conformity with the Scope of Proposed Development attached as Exhibit B, the Land Use Approvals and the Final Construction Plans approved by the City.

If the Tenant desire to make any material change (as defined below) in the Final Construction Plans then in effect, the Tenant shall first submit, or cause to be submitted, to the City such plans or other information which document the desired change. If the Final Construction Plans, as modified by the desired change, conform to the requirements of this Lease and the Land Use Approvals, the City shall approve or disapprove the change by notifying the Tenant in writing within thirty (30) days of the submission of the request for the material change. If the proposed change is disapproved by the City, the disapproval shall state with reasonable specificity the basis for disapproval. Until and unless such change is approved by the City, the previously approved Final Construction Plans shall remain in effect.

For purposes of this paragraph, a "material change" is one involving a change in exterior design, building materials or colors, or a change in interior design that would materially affect the uses to which the Improvements may be put.

(d) Commencement and Completion. The Tenant shall commence and thereafter diligently pursue the construction of the Improvements no later than December 7, 2023. This Lease shall terminate on December 7, 2023, if Tenant has failed to commence construction of the Improvements. One six-month extension may be approved by amendment in writing at the City Manager's sole discretion. The Tenant shall thereafter complete the Improvements no later than 24 months after commencing construction of the Improvements. This Lease shall terminate immediately if Tenant has failed to complete the Improvements no later than 24 months after commencing construction of the Improvements. One six-month extension for completion of the Improvements may be approved by amendment in writing at the City Manager's sole discretion.

(e) Certificate or Completion. Promptly after completion of the Improvements, in accordance with those provisions of this Lease relating solely to the obligations of the Tenant to construct, or cause the construction of, the Improvements

(including the dates for beginning and completing construction of the Improvements), the City will provide an instrument so certifying (the "Certificate of Completion"). This certification shall constitute a conclusive determination that the covenants in this Lease with respect to the obligations of the Tenant to construct the Improvements (including the dates for the beginning and completing construction of the Improvements) have been met. This certification and determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Tenant to any holder of a deed of trust securing money loaned to finance the Improvements or any part thereof, shall not be deemed a notice of completion under the California Civil Code, and shall not constitute evidence of compliance with any requirement regarding the payment of prevailing wages as set forth in this Lease.

Section 4.2 Additional Construction on Property

(a) General Standards. Any additional building erected on any portion of the Property permitted under this Lease (other than the initial construction of the Improvements pursuant to Section 4.1), and any alteration, construction, remodeling, reconstruction or repair work undertaken on or within any existing building on any portion of the Property shall at all times be of first-class construction and architectural design. All such additional alteration, construction, remodeling, reconstruction or repair work shall be diligently prosecuted, and completed (i) without cost to the City, (ii) in good and workmanlike manner, and (iii) in accordance with any plans and specifications approved by the City pursuant to Subsection 4.2(b) below. The Tenant shall secure all Land Use Approvals for such expansion, prior to submitting any construction plans to the City under this Section 4.2.

(b) Approval of Plans. Prior to commencing construction of any Major Additional Improvements (as defined below), the Tenant shall submit to the City for the City's approval plans and specifications for such work which, to the extent relevant, shall contain the same information required for the Final Construction Plans. The City shall approve or disapprove such plans and specifications in writing within sixty (60) days of submission. Any disapproval shall state with specificity the reasons for such disapproval.

If rejected by the City in whole or in part, the Tenant shall submit new or corrected construction plans within thirty (30) days of notification of the City's disapproval. The City shall then have thirty (30) days to review and approve the Tenant's new or corrected construction plans. The provisions of this Section 4.2 relating to time periods for approval, rejection, or resubmission of new or corrected construction plans shall continue to apply until construction plans have been approved by the City at which time they shall be attached to and become a part of this Lease as if fully set forth herein. Only upon approval of the construction plans shall this condition be met.

In the event that prior to or during the course of construction, the Tenant desires to make any material change in the Major Additional Improvements from that contemplated in the approved plans and specifications, the Tenant shall, prior to making

such change, submit to the City such plans or other information which document the desired change. The City shall approve or disapprove such change within thirty (30) days of its submission to the City. Any disapproval shall state with reasonable specificity the basis for such disapproval. Unless such change is approved, the previously approved plans and specifications shall remain in effect.

(c) "Major Additional Improvements" means any of the following: (i) any new buildings, structures or outdoor facilities to be located on the Property, (ii) any substantial alterations, remodeling or rehabilitation of existing buildings, structures, or remodeling or rehabilitation of existing buildings, structures, or outdoor facilities, (iii) construction of additional spaces or facilities, or (iv) any other alteration, construction, remodeling or reconstruction with a cost in excess of Twenty-Five Thousand Dollars ($25,000). Alteration, construction, remodeling, or reconstruction not constituting a Major Additional Improvement, excluding the addition of security cameras, relocation of the Improvements entrance, and perimeter fencing, shall not require the City's approval of plans and specifications, but must be designed and performed in accordance with the General Standards set forth in Subsection 4.2(a) above. Tenant shall provide access to the Improvements, security cameras, and footage upon request.

Section 4.3 Construction Standards.

(a) General Standards. All construction of the Improvements, and alteration or repair work permitted by this Lease shall be accomplished expeditiously and diligently by reputable licensed contractor(s), approved by the City in accordance with the provisions of Section 4.3(j), below.

The Tenant shall take all reasonably necessary measures to minimize any damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected thereby. The Tenant shall repair, at the Tenant's own cost and expense any and all damage caused by such work and shall restore the area upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work. In addition, the Tenant shall pay all costs of and expenses associated herewith, and shall indemnify and hold the City and the City's officers, board members, agents and employees, harmless from all damages, losses or claims attributable to the performance of such work, except to the extent that such damage, loss, or claim arises from the gross negligence or willful misconduct of the City, or its respective officers, agents, and employees.

(b) Compliance with Construction Documents and Laws; Issuance of Permits. All Improvements and any Major Additional Improvements shall be constructed in compliance with the requirements of the construction documents approved by the City in accordance with this Lease, the Soil Management Plan for the Property, and also in strict compliance with all applicable local, state and federal laws and regulations. The Tenant shall have the sole responsibility for obtaining all

necessary permits and shall make any application for such permit directly to the Governmental Authority having jurisdiction.

(c) Construction Safeguards. The Tenant shall erect and properly maintain at all times, as required by the conditions and the progress of work performed by the Tenant, all reasonable safeguards for the protection of workers and the public.

(d) Rights of Access. Representatives of the City shall have the reasonable right of access to the Property and the Improvements thereon without charges or fees, at normal construction hours during the period of construction, for the purposes of ascertaining compliance with the terms of this Lease, including, but not limited to, the inspection of the construction work being performed, provided that such representatives shall be those who are so identified in writing by the Executive Director of the City, shall be accompanied by the Tenant's representatives if the Tenant so desires, shall comply with the Tenant's contractor's reasonable rules for the construction site, and shall provide the Tenant with forty-eight (48) hours notice prior to any such inspection.

(e) Notice of Completion. Upon completion of any construction, the Tenant shall file or cause to be filed in the Official Records of the County of Contra Costa a notice of completion with respect to the applicable construction, and the Tenant shall deliver to the City, at no cost to the City, two (2) sets of the final as-built plans and specifications of the Improvements, or Major Additional Improvements.

(f) Discharge of Liens. The Tenant shall not create or permit or suffer to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers, materialmen, suppliers or vendors for work or materials alleged to be done or furnished in connection with the Property and the Improvements thereon), encumbrances or other charge upon the Property and the Improvements thereon, or any part thereof, or upon the Tenant's leasehold interest therein. In the event any lien is recorded, Tenant shall, within twenty (20) days following such recordation, cause such lien to be removed of record by bonding or otherwise.

The Tenant shall have the right to contest in good faith and by appropriate legal proceedings the validity or amount of any mechanics', laborers', materialmen's, suppliers' or vendors' lien or claimed lien; provided that the Tenant shall utilize all reasonable means (including the posting of adequate security for payment) to protect the Property and any part thereof or the Improvements thereon against foreclosure, and shall indemnify and hold harmless the City from any adverse effects resulting from such lien.

(g) Protection of the City. Nothing in this Lease shall be construed as constituting the consent of the City, expressed or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, alterations of or repairs to the Property or the Improvements thereon, or any part thereof, by any contractor, subcontractor, laborer or materialman, nor as giving the Tenant or any other

person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services or the furnishing of any materials in such manner as would give rise to the filing of mechanics' liens or other claims against the fee interest of the Property or the Improvements thereon. The City shall have the right at all reasonable times to post and keep posted on the Property any notices which the City may deem necessary for the protection of the City and of the Property and the Improvements thereon from mechanics' liens or other claims. In addition, but subject to the second paragraph of Subsection 4.3(f) above, the Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to the Tenant, or any of its respective contractors or subcontractors in connection with the Property and the Improvements thereon.

(h) The Tenant to Furnish and Equip the Improvements. The Tenant covenants and agrees to furnish and equip the Improvements, or any Major Additional Improvements, with all fixtures, furnishings, equipment and other Personal Property (collectively, the "Personal Property") of a quantity as necessary to operate a first class business on the Property in accordance with the standards set forth in this Lease. The Tenant further agrees to take good care of such Personal Property, to keep the same in good order and condition ordinary wear and tear excepted, and promptly, at the Tenant's sole cost and expense, to make all necessary repairs, replacements and renewals thereof. As used in this Lease, the term "Personal Property" includes all such replacements and renewals, and all fixtures, furnishings, equipment and other Personal Property of the Tenant located in, on or about the Property and the Improvements thereon. Any and all fixtures, furnishings, equipment and other Personal Property placed in, on or about the Property shall be the Personal Property of the Tenant during the Term of this Lease.

(i) Performance and Payment Bonds. Prior to commencing construction of the Improvements, or any Major Additional Improvements, the Tenant shall obtain and provide to the City evidence of labor and material and performance bonds issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction on the Property. The City shall be named as an obligee under those bonds.

Within five (5) days after receipt, the City shall review and approve or disapprove the bonds or other security, providing said bonds meet the requirements of the City as to form, content, and issuer, and shall notify the Tenant of any deficiency. If the bonds are not approved, the Tenant shall resubmit updated bonds within five (5) days after receipt of notice. The review and submittal periods shall continue to apply until the bonds or other security are approved by the City. Only upon final approval shall this pre-disposition condition be met. No work shall be initiated until approval of the bonds or other security has been received.

(j) Contractor(s). All construction, alteration or repair work permitted herein shall be performed by reputable, licensed contractors with skills and experience necessary to perform such work to the quality standard set forth in this Article 4. In

addition, the Improvements and any Major Additional Improvements shall be performed by a general contractor (a "General Contractor") reasonably satisfactory to the City, having the reputation, experience, financial capability and qualification for serving as general contractor for similar developments in the California. The Tenant shall submit for the City's approval the identity of any proposed General Contractor and such additional information about the background, experience, and financial condition of any proposed General Contractor and such additional information about the background, experience, and financial condition of any proposed General Contractor as is reasonably necessary for the City to determine whether the proposed General Contractor meets the standard for a qualified General Contractor set forth above. If the proposed General Contractor meets such standard, the City shall approve or disapprove the proposed General Contractor by notifying the Tenant in writing within thirty (30) days of the submission. Any disapproval shall state with reasonable specificity the basis for disapproval.

(k) Construction Contracts. The Tenant shall enter into contracts for the construction of the Improvements with reputable contractors as set forth above. Those contracts shall provide for the work to be performed for fixed and specified maximum amounts or allowances pursuant to the approved Final Construction Plans and the Financing Plan for such construction (approved by the City).

Within ten (10) days following the issuance of a Building Permit for construction of the Improvements, or any Major Additional Improvements, the Tenant shall submit a copy of all construction contracts for such construction to the City, for the sole and limited purposes of determining: (i) that the amount of the costs of work has been clearly fixed and determined and is consistent with the amount set forth in the approved applicable Financing Plan; (ii) that no changes to the provisions of the contract requiring the approval of City shall be made without the prior consent of the City; and (iii) that the covenants as to equal opportunity in construction and Prevailing Wages set forth in this Lease have been met. Unless the City notifies the Tenant in writing within ten (10) days following the submittal of the contract(s) that the contract has been disapproved, it shall be deemed approved. The City's approval shall merely constitute satisfaction of the conditions set forth in this Section 4.3.

The Tenant shall enter into Construction Contracts only with licensed contractors having the reputation, experience, skill, and financial capability and qualification for serving as the contractor on first-class construction projects of similar magnitude in California.

(l) Conditions to Commencement of Construction. In no event shall the Tenant commence any construction of the Improvements or any Major Additional Improvements on the Property until the following conditions have been satisfied or waived by the City, in addition to other conditions and requirements imposed by this Lease:

(1) The City has approved the final plans and specifications for the improvements to be constructed;

(2) The Tenant has obtained financing and equity capital necessary for the full payment of construction of the Improvements (or the Major Additional Improvements), together with any required operating capital;

(3) The Tenant has obtained building permits and all other governmental approvals necessary for the construction of the Improvements (or Major Additional Improvements);

(4) The Tenant has entered into complete and binding contracts with its contractor or contractors for the construction of the Improvements (or Major Additional Improvements), which contracts shall meet the requirements of Subsection 4.3(k) above;

(5) The Tenant has obtained Performance and Payment Bonds meeting the requirements of Subsection 4.3(i) above; and

(6) There exists no Tenant Event of Default nor any act, failure, omission or condition that would constitute a Tenant Event of Default under this Lease.

Section 4.4 Equal Opportunity. During the construction of the Improvements or any Major Additional Improvements there shall be no discrimination on the basis of race, color, creed, religion, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in the construction work. The Tenant and its construction contractors, employees and agents shall comply with all applicable state laws, including all equal opportunity and fair employment laws and regulations applicable to the Property. Moreover, the Tenant by and through its construction contractor(s), shall give preference, to the extent practicable and allowed by law, for employment to those individuals residing within the city of Pittsburg.

Section 4.5 No Liens. The Tenant shall not have any right, authority or power to bind the City, or the City's fee interest in the Property, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto including, but not limited to any Major Additional Improvements. The Tenant shall not have any right to encumber the Tenant's estate in the Property without the written consent of the City, other than with the Approved Security Interests as set forth in the Financing Plan. Any easements necessary and incidental to the development, construction and operation of the Improvements are subject to the approval of the City, which shall not be unreasonably withheld.

Section 4.6 Permits, Licenses and Easements. The City will cooperate with the Tenant in the submittal of applications for all required permits, licenses, applications for utility services and easements, provided that the Tenant shall be responsible for

obtaining any and all permits, licenses, easements and other authorizations required by any Governmental Authorities with respect to any construction or other work to be performed on the Property and for granting or causing to be granted all permits, licenses, easements and other governmental authorizations that are necessary or helpful for electric, telephone, gas, water, sewer, drainage, access and such other public or private utilities or facilities as may be reasonably necessary or desirable in connection with the construction or operation of the Improvements. The Tenant shall be entitled, without separate payment to the City for tap or connection fees, to tap into the existing lines, facilities and systems of applicable electric, gas, cable, water, sewer, sewer treatment and other utilities serving the Property, provided the Tenant remains responsible for payment of such fees therefor.

ARTICLE 5.
USE, CHARACTER, OPERATION AND MAINTE NANCE OF IMPROVEMENTS

Section 5.1 Required and Permitted Uses.

(a) General. Tenant covenants and agrees on behalf of itself and its successors and assigns that Tenant shall continuously use and operate the Improvements and Improvements for the Permitted Use and for no other purpose.

(b) Continuous Use Obligations. Tenant shall, during such hours and on all such days as comparable Hotel Restaurant facilities are customarily open for business, continuously use and operate the Improvements and Improvements solely as major first-class Hotel and Restaurant Facilities, equivalent to an establishment with an Upscale or better STR Chain Scale rating. Tenant shall at all times carry a full and complete stock of merchandise, food and beverages offered for sale with a quality and at competitive prices consistent with those of similar major first-class Hotel and Restaurant Facilities with an Upscale or better STR Chain Scale ratings in compliance with all Tidelands Lease requirements, and for no other purpose. In connection with Tenant's use and operation of the Improvements, Tenant shall comply with all of the following:

(1) A. Tenant shall maintain adequate personnel for the efficient service of customers.

(2) Tenant shall employ its commercially reasonable judgment, efforts and abilities to operate the Business in a manner calculated to produce the maximum profitable volume of sales, rents and transactions obtainable and to enhance the reputation and attractiveness of the Pittsburg Marina and Waterfront.

(3) Except for (i) emergencies or holidays on which most comparable hotels or restaurants the city of Pittsburg are also closed, (ii) closures due to condemnation or (iii) closures for Alterations that are completed within one hundred twenty (120) days or such longer period as Landlord may agree in its sole discretion,

Tenant shall cause both the Hotel and the Restaurant to be open for full business seven days per week, 365 days of the year.

(4) The foregoing requirements are also subject to reasonable closures following a casualty; *provided*, however, that (i) repair or reconstruction work is begun no more than 210 days after the casualty or such longer period as Landlord may agree in its sole discretion, and (ii) once the work of repair or reconstruction is commenced, Tenant uses its commercially reasonable efforts to diligently and continuously pursue and complete such repair or reconstruction work. All Improvements and construction shall be performed only as set forth in Articles 4 and 6, shall be commenced and diligently pursued to completion in a timeframe and manner that minimizes to the maximum extent reasonably possible any negative impact on Landlord's receipt of Percentage Rent

(5) The time periods identified in Subsection 5.4above shall be subject to extension by reason of: (i) governmental preemption in connection with a national emergency; (ii) any rule, order or regulation of any government agency or any department or subdivision thereof, whether in connection with a drought, energy shortage or other like event or otherwise; (iii) casualty, war, public emergency, or other acts of God; (iv) except as otherwise provided below, any other cause whatsoever beyond Tenant's reasonable control and which could not have been reasonably anticipated by the Party claiming a Force Majeure event (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the Force Majeure delay and shall commence to run from the time of the commencement of the cause, if written notice by the party claiming such extension is sent to the other party within 30 days of the commencement of the cause. Tenant expressly agrees that (w) adverse changes in economic conditions, either of Tenant specifically or the economy generally, (x) changes in hotel or restaurant market conditions or demand, or (y) Tenant's inability to obtain financing or other lack of funding for repairs or Alterations, shall not constitute grounds of Force Majeure delay pursuant to this Subsection 5.5.

(6) With the exception of using the Improvements for the operation of the Business or uses incidental thereto, Tenant shall not do or permit to be done anything which in any way unreasonably interferes with the normal operation and use of any portion of the Pittsburg Waterfront or the means of ingress and egress thereto (**"Substantial Interference"**). Tenant shall use every reasonable effort to eliminate Substantial Interference, including taking prompt legal action if appropriate. If Tenant fails to bring a halt to any Substantial Interference, Landlord shall have the right (i) to designate the required action for Tenant to take, or (ii) to commence itself any legal action to eliminate the Substantial Interference, in either case at Tenant's sole cost and expense. Any agreement entered into by Tenant with regard to use of the Improvements or Improvements shall contain a provision reserving to Tenant all of the necessary rights and remedies to permit Tenant to comply with its obligations under this subsection and authorizing Landlord to enforce it if Tenant fails to do so.

(c) Quality of the Business Operations. The parties recognize and acknowledge that the manner in which the Property and the Improvements are developed, used and operated are matters of critical concern to the City by reason of (1) the location of the Property on public granted tidelands, and (2) the impact which the Improvements are expected to have upon the Project Area and surrounding properties and upon the economic development of the surrounding area.

(1) Hotel Facilities In order to give the City assurance as to the manner in which the Improvements will be used and operated, the Tenant agrees that at all times during the Term of this Lease, the Tenant will establish and maintain a quality of character and operation which is at least comparable to the quality of character and operation of similar businesses in the area, including, but not limited to the Lafayette Park Hotel, Hotel Sausalito & Suites, and the Half Moon Bay Inn. Tenant's operation and maintenance of first-class Hotel Facilities, of the same quality as an establishment with an STR Chain Scale rating of "Upscale" or better rating, are both crucial requirements of this Tidelands Lease. The current STR Chain Scales - North America and Caribbean is attached hereto as Exhibit E. In addition to complying with the Maintenance Standards (see Exhibit D), Tenant covenants and agrees to (i) periodically upgrade, modify, modernize and refresh the Improvements as well as the Personal Property and fixtures used in operating the Improvements; and (ii) periodically review and, as applicable, add, modify or supplement the amenities and services provided to guests on a frequency, and to a standard, not less than the custom and practice generally followed by comparable major first-class hotels located within the Walnut Creek/Lafayette/East Bay Area with an Upscale STR Chain Scale rating.

As indicated in the STR Chain Scales for North America and Caribbean attached as Exhibit E, Upscale is the third highest STR rating level. The higher ratings levels are "Luxury" and "Upper Upscale;" the lower ratings levels are "Upper Midscale," "Midscale" and "Economy." As of the Commencement Date, examples of STR Upscale rated hotel chains include AC Hotels by Marriott, Crowne Plaza, Hyatt House and Wyndham; examples of STR Upper Upscale rated chains (which would be also acceptable under this Tidelands Lease as of the Commencement Date) include Embassy Suites, Hilton and Hyatt Regency; examples of lower STR rated hotel chains (which would not be acceptable under this Ground Lease as of the Commencement Date) include Doubletree Club, Holiday Inn and Red Lion Hotel (all Upper Midscale), Best Western, La Quinta Inns & Suites and Quality Inn (all Midscale), and America's Best Inn, Days Inn and Motel 6 (all Economy).

The parties specifically acknowledge and agree that (based on the current STR Chain Scales) Tenant is *not* authorized to operate on the Hotel Facilities of the same quality as an Upper Midscale, Midscale or Economy hotel establishment. As requirements related to the Upscale rating may change over the Tidelands Lease Term, Brands/Flags/Chains may be created, disappear, merge, or move up or down the STR Chain Scale over time, and there are no assurances that the STR Chain Scale will exist (in any form) throughout the entire Tidelands Lease Term, the parties acknowledge the need to interpret the STR Chain Scale requirements of this Tidelands Lease in light of

their intended purposes, which are to assist in assuring that the Improvements and Improvements are used only for first-class major Hotel Facilities.

(2) Restaurant Facilities. In order to give the City assurance as to the manner in which the Improvements will be used and operated, the Tenant agrees that at all times during the Term of this Lease, the Tenant will establish and maintain a quality of character and operation which is at least comparable to the quality of character and operation of businesses in the area, including, but not limited to Fleming's Prime Steakhouse & Wine Bar, the Grand Dynasty, Il Fornaio, the Barrel House (Sausalito), or Scoma's (Sausalito).

(d) Maintaining Quality. In order to maintain the quality of operation set forth this Section 5.1 following initial construction and opening of the Improvements, the Tenant shall periodically upgrade the furniture, fixtures, equipment and facilities within the Improvements as necessary to maintain comparability with the quality of operation of similar first-class restaurants in California. Upon request of the City, the Tenant shall confer with the City regarding actions necessary to meet the requirements of this subsection.

(e) Quality of Construction. The Improvements will be designed and constructed to a standard of quality equal to or exceeding that of the existing hotels and restaurants listed in Section 5.1(c).

Section 5.2 Limitations on Use. Without the prior written approval of the City, which is subject to the sole discretion of the City, the Tenant may use the Property and the Improvements thereon only for first-class hotel, banquet and meeting hall, and restaurants operating under the "Fisherman's Catch", or such other brand name reasonably acceptable to the City, subject to the conditions set forth in this Article. The Tenant shall use the Property and the Improvements thereon for no other purpose without the prior written consent of City, which consent shall be subject to the sole discretion of the City. Further, the Tenant agrees:

(a) Not to use or permit the Property for any disorderly or unlawful purpose;

(b) Not to cause or permit any party from committing or maintaining any nuisance or unlawful conduct on or about the Property;

(c) Not to cause or permit any action by any party that would cause the Tenant to violate any of the covenants and conditions of this Lease with respect to the Improvements;

(d) Upon notice from the City, to take reasonable action, if necessary, to abate any action by any party that would cause a violation of this Lease;

(e) To permit the City and its agents upon not less than forty-eight (48) hours written notice to inspect the Property or any part thereof at any reasonable time during the Term;

(f) Not to commit or suffered to be committed any waste in, on or about the Property;

(g) Not to cause or permit obnoxious odors to emanate or be dispelled from the Improvements;

(h) Not to permit undue accumulations of garbage, trash, rubbish, or any other refuse;

(i) Not do or permit to be done anything in any way which unreasonably disturbs the occupants, guests or invitees of the owners subject to any CC&R's on the Property; or

(j) Not to use or permit to be used the Property for any purpose inconsistent with this Lease and the Land Use Approvals.

(k) Not to use or permit to be used the Property for any purpose inconsistent with the public trust doctrine, including but not limited to residential purposes.

(l) The Tenant shall maintain all portions of the Property in good repair and in a neat, clean and orderly condition. Specifically, the Property shall be operated as a first-class Business operated under the "Fisherman's Catch" brand, or such other brand reasonably acceptable to the City. No use shall be permitted on the Property which is inconsistent with the operation of a high quality Business.

(m) In the event that there arises at any time prior to the expiration of this Lease a condition in contravention of these use, construction, and maintenance standards, then the City shall give written notice to the Tenant of the deficiency. If the Tenant fails to cure the deficiency within thirty (30) days of the City's notice (or, if the deficiency is not susceptible of cure within such thirty (30) day period, the Tenant fails to commence the cure and thereafter to diligently pursue the cure to completion), then the City shall have the right to i) perform all acts necessary to cure the deficiency or to take other recourse at law or in equity the City may then have and to receive from Tenant the City's cost in taking such action, or ii) declare Tenant in default pursuant to Section 12.1(h). The foregoing provisions shall be covenants running with the land until expiration of the Lease, enforceable by the City.

Section 5.3 Maintenance of Improvements and Periodic Reports. During the Term of this Lease, the Tenant shall operate and maintain the Improvements in a first-class manner. All Improvements repaired or replaced under this Lease shall be repaired or replaced with materials, apparatus and facilities of a quality at least equal to

the quality of the materials, apparatus and facilities repaired or replaced in accordance with Section 4.2 and the Maintenance Standards detailed in Exhibit D. As between the City and the Tenant, all costs incurred in the operation and maintenance of the Improvements shall be paid by the Tenant.

Section 5.4 The City Not Obligated to Repair. The City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Improvements, and the Tenant hereby expressly waives all right to make repairs at the City's expense under Section 1941 and 1942 of the California Civil Code, as either or both may from time to time be amended, replaced or restated.

Section 5.5 Non-discrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, handicap, marital status, ancestry or national origin in the use, occupancy, tenure or enjoyment of the Improvements, or any part thereof, and the Tenant or any person claiming under or through the Tenant, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, or use of vendees of the Improvements, or any part thereof.

(a) The Tenant shall refrain from restricting the use of the Improvements, or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, age, handicap, marital status, ancestry or national origin of any person. All contracts shall contain or be subject to the following nondiscrimination or non-segregation clause: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, age, handicap, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Improvements, nor shall the transferee, or any person claiming under or through the transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number or, use of vendees of the Improvements."

Section 5.6 Compliance with Laws. The Tenant shall, at Tenant's sole cost and expense, comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Improvements or the use thereof, or construction thereon, including those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted were within the contemplation of the parties at the time of execution of this Lease, or involve a change of policy on the part of the Governmental Authority enacting the same.

The Tenant shall comply with each and every requirement of all policies of public liability, fire and other insurance which at any time may be in force with respect to the Improvements.

Section 5.7 Property Taxes. The Tenant acknowledges and agrees that this Lease will create a possessory interest subject to property taxation. Subject to the Tenant's rights of contest as provided in Section 5.16, the Tenant agrees to pay and discharge, or cause the payment and discharge, during the Term of the Lease, before delinquency, all taxes (including, without limitation, possessory interest taxes associated with the Property, the Lease, and any so-called value added tax), assessments (including without limitation, all assessments for public improvements or benefits, whether or not to be completed prior to the date hereof and whether or not to be completed within the Term if the Lease), fees, levies, water and sewer rents, rates and charges, vault license fees or rentals, license and permit fees and other governmental charges of any kind or nature whatsoever, general and special, ordinary and extraordinary, foreseen, currently or hereafter levied or assessed in lieu of or in substitution of any of the foregoing (all of the foregoing collectively called "Taxes") which are or may be at any time or from time to time during the Term of the Lease levied, charged, assessed or imposed upon or against the Property or the Improvements which are located thereon, or against any of the Tenant's Personal Property located thereon, or which may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby or which may be imposed upon any taxable interest of the Tenant acquired pursuant to the Lease. The Tenant shall pay or reimburse the City, as the case may be, for any fines, penalties, interest or costs which may be added by the collecting authority for the late payment or nonpayment of any Taxes required to be paid by the Tenant hereunder.

Section 5.8 Limits of Tax Liability. The provisions of this Lease shall not be deemed to require the Tenant to pay municipal, county, state or federal income or gross receipts taxes (except as provided below) or excess profits taxes assessed against the City, or municipal, county, state or federal capital levy, estate, succession, inheritance, gift or transfer taxes of the City, or corporation franchise taxes imposed upon any corporate owner of the fee of the Property; except, however, that the Tenant shall pay all taxes assessed by any Governmental Authorities by virtue of any operations by the Tenant conducted on or out of the Improvements.

Section 5.9 Apportionment of Taxes. All Taxes for the fiscal or tax years in which the Term begins and ends shall be apportioned so that the Tenant shall pay only those portions thereof that will correspond with the portion of said years as are with the Term.

Section 5.10 Tax Receipts. The Tenant, upon the request of the City, shall furnish to the City within thirty (30) days after the date when any such Taxes would become delinquent, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to the City or such mortgagee evidencing the payment of such Taxes.

Section 5.11 Evidence of Nonpayment. The receipt by the City of a certificate, advice, receipt or bill of the appropriate official designated by law to make or issue the same or to receive payment of any such Taxes, stating the nonpayment of such Taxes

shall be prima facie evidence that such Taxes are due and unpaid or have not been paid at the time of the making or issuance of such certificate, advice, receipt or bill.

Section 5.12 Assistance in Making Payments. The parties acknowledge that Tenant is responsible under this Lease for making various payments to third parties, such as tax and utility payments in accordance with the provisions of this Article 5. In case any person or entity to whom any sum is directly payable by the Tenant under any of the provisions of this Lease (e.g., a tax collector or utility company) shall refuse to accept payment of such sum from the Lessee (due to the fact that the Tenant is not the fee owner of the Property or for any other reason), the Tenant shall thereupon give written notice of such fact to the City and shall pay such sum directly to City at the address specified in Section 13.1 hereof, and City shall thereupon pay such sum to such person or entity.

Section 5.13 The City's Right Cure. If the Tenant, in violation of the provisions of this Lease, shall fail to pay and to discharge any Taxes, or any other tax or fee, the City may (but shall not be obligated to) pay or discharge such Taxes, and the amount paid by the City and the amount of all costs, expenses, interest and penalties connected therewith, including attorneys' fees, together with interest at the Default Interest Rate shall be deemed to be and shall, upon demand of the City, be payable by the Tenant as repayment of an Advance.

Section 5.14 Permitted Contests. The Tenant shall not be required to pay, discharge or remove any taxes (including penalties and interest) upon or against the Improvements, or any part thereof, so long as the Tenant shall in good faith contest the same or the validity thereof by appropriate legal proceedings and shall give to the City prompt notice in writing of such contest at least ten (10) days before any delinquency occurs and such legal proceedings shall operate to prevent the collection of the taxes so contested, or the sale of the Improvements, or any part thereof, to satisfy the same; and the Tenant shall, prior to the date such taxes are due and payable, (a) meet all requirements for contest imposed by the taxing entity whose tax is being contested (including, without limitation, depositing any sums required by such taxing entity), and (b) if the taxing entity does not otherwise require such a deposit, deposit with the City, in a form reasonably acceptable to the City, that portion of the tax which the Tenant in good faith does not propose to contest. In the event the final determination of any such contest is adverse to the Tenant, the Tenant shall, before any fine, interest, penalty or cost may be added thereto for nonpayment thereof, pay fully and discharge the amounts involved in or affected by such contest, together with any penalties, fines, interest, costs and expenses that may have accrued thereon or that may result from any such contest by the Tenant, and after such payment and discharge by the Tenant, the City will promptly return to the Tenant any deposit that the Tenant shall have placed with the City. Any proceedings to contest the validity or amount of taxes or to recover back any taxes paid by the Tenant shall be brought by the Tenant, at the Tenant's sole expense, in the name of the Tenant. If any such proceedings are brought by the Tenant, the Tenant shall indemnify and hold harmless the City against any and all loss, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees and

expenses) which may be imposed upon or incurred by the City in connection with those proceedings.

The City shall cooperate with the Tenant in providing the Tenant information in connection with contests permitted under this Section 5.14.

Section 5.15 Service and Utilities. The Tenant shall pay promptly as the same become due and payable all charges, costs, bills and expenses of and for water, gas, electricity, sewer, air-conditioning, telephone and all other public or private services and utilities of whatever kind furnished or supplied to or used by the Tenant or any other party in connection with the use, occupancy, maintenance or operation of the Improvements or any part thereof, and shall comply with all contracts relating to such services and shall do all other things necessary and required for the maintenance and continuance of such services.

Section 5.16 Hazardous Materials.

(a) Covenants.

(1) No Hazardous Materials Activities. The Tenant hereby represents and warrants to the City that, at all times from and after the Lease Commencement Date, the Tenant shall not cause or permit the Property or the Improvements thereon to be used as a site for the use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of any Hazardous Materials.

(2) Hazardous Materials Laws. The Tenant hereby represents and warrants to the City that, at all times from and after the Lease Commencement Date, the Tenant shall comply and cause the Property and the Improvements thereon to comply with all Hazardous Materials Laws, including without limitation, those relating to soil and groundwater conditions.

(3) Notices. The Tenant hereby represents and warrants to the City that, at all times from and after the Lease Commencement Date, the Tenant shall immediately notify the City in writing of: (i) the discovery of any Hazardous Materials on or under the Property; (ii) any knowledge by Tenant that the Property does not comply with any Hazardous Materials Laws; (iii) any claims or actions pending or threatened against the Tenant, the Property or the Improvements thereon by any Governmental Authorities or any other person or entity relating to Hazardous Materials or pursuant to any Hazardous Materials Laws (collectively "Hazardous Materials Claims"); and (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be designated as "border zone property" under the provisions of former California Health and Safety Code former sections 25220, et seq., or any regulation adopted in accordance therewith.

(4) Remedial Action. In response to the presence of any Hazardous Materials on, under or about the Property, the Tenant shall immediately take, at Tenant's sole expense, all remedial action required by any Hazardous Materials Laws or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials Claims.

(b) Inspection by City. Upon reasonable prior written notice to the Tenant, the City, its employees and agents, may from time to time enter and inspect the Property for the purpose of determining the existence, location, nature and magnitude of any past or present release or threatened release of any Hazardous Materials into, onto, beneath or from the Property.

(c) Environmental Indemnity. Without limiting the generality of the indemnity set forth elsewhere in this Lease, the Tenant shall defend, indemnify, and hold the City, the City and their respective board members, council members, directors, officers, employees, agents, successors, and assigns free and harmless against any claims, loss, damage, costs, expense or liability they may incur directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, or disposal by the Tenant or its contractors, subcontractors, tenants, agents, and employees, of Hazardous Materials on, under, or about the Property or the Improvements, after the Lease Commencement Date including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property or the Improvements, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the City in connection with clauses (i) and (ii), including but not limited to reasonable attorney's fees. This obligation to indemnify and defend shall survive termination of this Lease.

ARTICLE 6.
TITLE TO IMPROVEMENTS; QUIET ENJOYMENT; INSPECTIONS.

Section 6.1 During the Term. Notwithstanding any provision in this Lease to the contrary, the Improvements and all alterations, additions, equipment and fixtures built, made or installed by the Tenant in, on, under or to the Property or the Improvements shall be the sole property of the Tenant until the expiration of the Term or other termination of this Lease; provided, however, that the Tenant shall have no right to destroy, demolish or remove the Improvements, or any portion thereof, except as specifically provided for in this Lease or as approved in writing by the City. It is the intent of the parties hereto that this Lease shall create a constructive notice of severance of the Improvements from the Property without the necessity of a deed from the City after the Improvements have been constructed.

Section 6.2 After the Term. Upon the expiration of the Term or other termination of the Lease, the City shall require either (i) removal of all Improvements, alterations, additions, equipment, and fixtures to the Property by Tenant, or (ii)

Improvements and all alterations, additions, equipment and fixtures shall be deemed to be and shall automatically become the property of the City, without cost or charge to the City.

(a) At the expiration or sooner termination of the Ground Lease Term, Landlord may, at Landlord's election, require Tenant to remove from the Improvements, at Tenant's sole cost and expense, and all Personal Property (including fixtures). Tenant shall be liable to Landlord for costs incurred by Landlord in effecting the removal of such Personal Property (including fixtures) which Tenant has failed to remove after demand pursuant to this Section 6.2.

(b) The City agrees that the Tenant, at any time prior to the sixtieth (60th) day after the expiration or other termination of this Lease, may remove from the Property, the Personal Property, and any and all equipment which the Tenant has furnished for maintenance purposes, provided that the Tenant shall repair any physical damage to the Property caused by the removal of such equipment and property.

(c) Any Personal Property owned by Tenant and not removed by Tenant prior to the expiration or earlier termination of the Ground Lease Term shall be deemed to be abandoned by Tenant and shall, without compensation to Tenant, become the Landlord's property, free and clear of all claims to or against them by Tenant or any other person, but subject to the rights of third party lenders and equipment lessors as to which Landlord has notice.

(d) Tenant agrees to execute, at the request of the City at the end of the Term, a quitclaim deed of the Improvements to the City to be recorded at the City's option and expense and any other documents that may be reasonably required by the City or the City's title company to provide the City title to the Property and the Improvements free and clear of all monetary liens and monetary encumbrances not caused or agreed to by the City.

Section 6.3 Quiet Enjoyment. The City covenants and warrants that the Tenant shall peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Property during the Term, subject only to the provisions of this Lease, covenants on the property, and all applicable legal requirements of the Governmental Authorities.

Section 6.4 The City's Right of Inspection. Notwithstanding Section 6.3 above, the City, in person or through its agents, upon at least forty-eight (48) hours prior written notice to the Tenant, shall have the right to enter upon the Property for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by the Tenant with its obligations under this Lease.

ARTICLE 7.
ASSIGNMENT AND SUBLETTING

Section 7.1 Restrictions on Transfer, Assignment and Encumbrance. The Tenant shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise provide possession ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Property or this Agreement voluntarily, involuntarily, by operation of law, or otherwise. No voluntary or involuntary assignee, subtenant, or successor in interest of the Tenant shall acquire any rights or powers under this Agreement. At the sole discretion of the City, Tenant may sublet its leasehold interest hereunder in the Restaurant Facilities on the Property.

Section 7.2 No Involuntary Transfers. Without limiting any other restrictions on transfer contained in this Agreement, no interest of the Tenant in this Agreement, the Property or part thereof shall be assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the Tenant's assets for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

Any transfer described in this Section 7.2 shall constitute an Event of Default under this Agreement by the Tenant, and the City shall have the right to terminate this Agreement as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of the Tenant.

Section 7.3 Nondisturbance. Provided that the Tenant is not in default under this Agreement, the Tenant's possession, use and enjoyment of the Property shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of the City, or any exercise of any remedies under this Agreement.

Section 7.4 Purpose of Restrictions on Transfer; Applicability. This Lease is granted to the Tenant solely for the purpose of development and operation of the Improvements, and its subsequent use in accordance with the terms of this Lease, and not for speculation in landholding. The Tenant recognizes that, in view of the following factors, the qualifications and identity of the Tenant are of particular concern to the community and City:

(a) The importance of the development of the Improvements to the general welfare of the community;

(b) The fact that a Transfer as defined in Section 7.1 above is for practical purposes a transfer or disposition of the leasehold interest in the Property then owned by Tenant; and

(c) The fact that the Property is located in granted tidelands from the State of California, and no leases of granted lands may be transferred under Senate Bill No. 511 of 2011.

(d) The fact that the Improvements are not to be acquired, developed or used for speculation, but only for development and operation by Tenant in accordance with this Lease.

Tenant further recognizes that it is because of such qualifications and identity that City is entering into this Lease with Tenant and that Transfers of this lease are not permitted.

Section 7.5 Transfer by City. In the event the City no longer has a fee interest in the Property or the rights under this Lease,, the City shall be released from any future liability upon any of the covenants or conditions of this Lease, expressed or implied, in favor of the Tenant, and, in such event, the Tenant agrees to look solely to the responsibility of the successor in interest of the City in and to the Property or this Lease. This Lease shall not be affected by any such sale, and the Tenant agrees to attorn to any such purchaser or assignee.

Section 7.6 City Right of First Refusal in The Event of Bankruptcy. If, notwithstanding the provisions of this Article 7, the Tenant's interest in this Lease is assigned by the operation of law in connection with any proceedings under state or federal insolvency or bankruptcy law, or any comparable law, whether for liquidation or reorganization, the City shall have a right of first refusal to purchase this Lease in accordance with this Section 7.6. If any trustee or debtor in possession in such proceedings (collectively, "Trustee") receives an offer to purchase this Lease, such Trustee shall notify the City in writing of the terms of such offer. If the City, within thirty (30) days after receipt of such notice, agrees in writing with such Trustee to purchase this Lease on the terms stated, the Trustee shall sell and provide possession this Lease to the City on the terms stated in the notice. If the City does not so indicate its agreement within the 30-day period, such Trustee shall thereafter have the right to assign this Lease to the party making the offer on the terms of such offer or other terms not substantially less favorable to such Trustee. If such offeror does not purchase this Lease on such terms and conditions, the City shall have the same right of first refusal pursuant to this Section 7.8 to purchase this Lease in the event of any later offer for the purchase of this Lease.

Section 7.7 Successors and Assigns. The terms, covenants and conditions contained in this Article 7 shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties hereto; provided, however, that there shall be no transfer of any interest by the Tenant except pursuant to the terms of this Lease.

ARTICLE 8.
INSURANCE; DAMAGE AND DESTRUCTION OF IMPROVEMENTS

Section 8.1 Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Property, (ii) any work or thing done on or in the Property, (iii) any condition of any alteration or addition constructed by the Tenant on the Property, (iv) any breach or default by the Tenant in the performance of any covenant or agreement to be performed by the Tenant pursuant to the terms of this Agreement, (v) any negligence or willful misconduct of the Tenant, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Property, and (vii) the furnishing of labor or materials by the Tenant or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, the Tenant, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. The obligations of the Tenant under this Article 8 shall not apply to any Claim or other matter to the extent such arises as a result of the gross negligence, willful misconduct or sole negligence of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

Section 8.2 Insurance Requirements. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the entirety of the Term, the following insurance naming the City as additional insured and/or loss payee:

(a) Comprehensive General Liability insurance with protection against claims for, but not limited to, bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Property and the Business with a policy limit of at least Two Million Dollars ($2,000,000) per occurrence and at least Three Million Dollars ($3,000,000) for umbrella/excess lability insurance.

(b) Tenant shall maintain property insurance covering all risks of loss including flood (if required by the City Manager) for 100% of the replacement value of the Property and any improvements, naming the City as loss payee as its interests may appear.

(c) Workers' Compensation Insurance for any and all persons employed directly or indirectly by the Tenant that complies with the statutory requirements of the state of California, with a policy limit of at least one million dollars ($1,000,000) per accident.

(d) Automobile liability insurance for owned, hired and non-owned vehicles, covering any loss or liability arising from the operation, maintenance or use of such vehicles, with a combined single limit of at least One Million Dollars ($1,000,000).

(e) Insurance obtained by the Tenant shall have a self-insured retention or deductible or not more than One Hundred Thousand Dollars ($100,000)

(f) If the Tenant undertakes the construction of the Improvements pursuant to Article 5, the Tenant shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 8.2.

(g) Review. The liability insurance requirements may be reviewed by Landlord every five years, for the purpose of increasing (in consultation with its insurance advisors) the minimum limits of such insurance from time to time to limits which shall be reasonable and customary for similar facilities of like size and operation in accordance with generally accepted insurance industry standards, but in no event will Tenant be required to increase the amount of cumulative or single occurrence coverage by more than 50% for any five-year period.

Section 8.3 No Termination of Lease; Obligation to Restore. Except as otherwise provided in Article 5, no loss or damage by fire or any other cause resulting in either partial or total destruction of any buildings or the Improvements now or hereafter located in, upon or on the Property, or any fixtures, equipment or machinery used or intended to be used in connection with the Improvements shall operate to terminate this Lease, or to relieve or discharge the Tenant from the payment of any Rent or other amounts payable under this Lease, as Rent or otherwise, as and when they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained to be performed and observed by the Tenant. The Tenant hereby waives the provisions of Section 1932, subsection 2, and of Section 1933, subsection 4, of the California Civil Code, as either or both may from time to time be amended, replaced or restated. Except as provided in Article 5, the Tenant shall promptly repair, or cause the prompt repair of, any damage or destruction caused to the Improvements and restore the Improvements to at least as good a condition as existed prior to the damage or destruction, as more specifically provided in Section 8.4. The Tenant's failure to make such full repair and restoration under any conditions in which it has elected or is required so to do shall constitute a Tenant Event of Default under this Lease.

Section 8.4 Damage or Destruction. In the event of any damage to or destruction of the Property during the Term, the City may elect, evidenced by written notice delivered to Tenant within sixty (60) days following the date of the occurrence of the damage to restore the Property as nearly as possible to its condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Property, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Property within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage

or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the City pursuant to this Agreement. If the City elects to restore the Property, the City shall confer with the Tenant regarding the design and plans for such restoration of the Property

If the City does not elect to restore the Property and the City does not exercise its right to terminate this Agreement pursuant to Section 8.6 (if applicable) within sixty (60) days following the date of the occurrence of the damage, then the Tenant may, at its option, exercised within thirty (30) days after the expiration of the sixty (60) day period described above, elect to restore the Property as nearly as possible to its condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law, and in consultation with the City regarding the design and plans for such restoration of the property. In the event that Tenant elects to restore the Property, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding, and Tenant shall undertake such restoration in accordance with the provisions of Article IV of this Agreement. If the Tenant does not exercise such option within the thirty (30) day period, then at the City's option this Agreement shall terminate upon delivery of written notice to the Tenant, and all insurance proceeds paid in respect of such damage or destruction shall be paid to the City.

Section 8.5 Notice Required. In the event of material damage to or destruction of the Property, or any part thereof, the Tenant shall promptly give the City written notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article 8, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars ($50,000), which amount shall increase every year of this Agreement by the same percentage as the increase in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California metropolitan area as published by the Bureau of Labor Statistics for the United States Department of Labor.

Section 8.6 City's Right to Terminate. Notwithstanding any contrary provision of this Article 8, the City shall have the option to terminate this Agreement if all or substantially all of the Property is substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by the Tenant and/or the City nor required to be insured against by the Tenant and/or the City under this Agreement, unless the Tenant agrees to restore the Property at its sole expense by giving written notice thereof to the City within sixty (60) days after the date of such damage or destruction. City shall have the right to terminate this Agreement immediately upon the expiration of the sixty (60) day period if the Tenant has not provided such notice.

Section 8.7 Procedures Upon Permitted Termination.

(a) Permitted Terminations. Upon termination of this Lease pursuant to Section 4, 8.3 or 8.4, insurance proceeds for the Improvements not used in repair or restoration shall be distributed as follows:

(1) First, to the Approved Security Interest Holder(s), the amount required by such Approved Security Interest Holder(s).

(2) Second, at the option of the City, to the City in the amount necessary to raze the remaining Improvements, clear the Property, make it safe, and return the Property to the condition of a developable pad.

(3) Third, any balance shall be divided between the City and the Tenant on the following basis: Proceeds for Improvements having a remaining useful life less than the remaining Term as of the termination date shall be paid to the Tenant. A proportionate share of proceeds for the Improvements having a remaining useful life greater than the remaining Term as of the termination date, calculated by the ratio that the remaining Term bears to the remaining useful life, shall be paid to the Tenant, and the balance of such proceeds for such Improvements shall be paid to the City.

All other insurance proceeds shall be paid to and become the sole property of the Tenant. The Tenant shall be responsible for paying all indebtedness owed to Approved Security Interest Holders from the Tenant's share of insurance proceeds allocated pursuant to this Section 8.7 or from other sources available to Tenant.

Section 8.8 Prosecution of Claims. In connection with and as a condition of any termination pursuant to Section 8.3 or 8.4, the Tenant shall make proof of loss and proceed to collect or commence collection of all valid claims which the Tenant may have against insurers or others based upon such damage or destruction, and shall assign and transfer to the City all rights under insurance policies and against others and proceeds of insurance and other claims resulting from the casualty.

Upon termination of this Lease, the Tenant shall deliver possession of the Property and the Improvements thereon to the City and quitclaim to the City all right, title and interest in the Property and the Improvements thereon.

ARTICLE 9.
APPROVED SECURITY INTERESTS

Section 9.1 Right to Encumber. The Tenant shall have the right during the Term to encumber, through an Approved Security Interest pursuant to the City approved Financing Plan, all of The Tenant's right, title and interest in the Property subject to the provisions of this Lease.

Section 9.2 City's Fee Encumbrance. In addition to the Tenant's right to encumber its leasehold estate in the Property and its fee in the Improvements, the City shall encumber its fee title in the Property with the Approved Security Interests as set forth in the Financing Plan, or if requested by an Approved Security Interest Holder.

Section 9.3 Subordination. In addition to the Approved Security Interests, the City, in its sole discretion, may permit the further encumbrance of the City's fee interest in the Property. Upon written request by the Tenant and the City's determination to further encumber the City's fee interest in the Property, the City agrees to provide the subordination provided in this Section 9.3, subject to the conditions described in this Lease, including the following:

(a) The liability of the City under any documents executed in connection with any loan shall be limited by the express terms of the instrument of subordination. The limitations shall include: the limitation of the City's liability solely to the interest or interests subordinated, and the City's right not to execute any instrument which would obligate the City for the payment of the loan secured by a deed of trust to which the fee is subordinated.

(b) The Tenant shall not be in default as set forth in Section 12.1 at the time of a request for subordination.

(c) Provided the conditions of this Section are satisfied, the City shall, within ten (10) days after written request by the Tenant, execute, acknowledge and deliver an instrument of subordination, together with other documents as may be reasonably required by the Approved Security Interest Holder from the City to effectuate the provisions of this Section, without any charge by the City to the Tenant therefor, subject to the terms and conditions contained in this Lease. The City will immediately pay over to the Tenant proceeds received by the City, if any, of any the Approved Security Interests and the proceeds of any Approved Security Interests received by the City shall be considered a trust fund to be paid to the Tenant. The agreement of subordination contained herein shall be self-operative and no further instrument of subordination shall be necessary unless it be required by an Approved Security Interest Holder. If any proceeds are made payable to both the City and the Tenant, the City shall immediately sign any papers necessary to transfer the proceeds to the Tenant.

Section 9.4 Notice and Right to Cure Defaults Under Approved Security Interests. Upon the recording of the Memorandum of Lease of this Lease, the City may record in the office of the Recorder of the County of Contra Costa a request for notice of any default under the Approved Security Interests. In the event of default by the Tenant under any of the Approved Security Interests, the City shall have the right, but not the obligation, to cure the default. Any payments made by the City to cure a default shall be treated as additional Rent due from the Tenant as provided in Article 3.

Section 9.5 Estoppel Certificates. The City and the Tenant agree that at any time and from time to time upon not less than twenty (20) days' prior written notice

by the other party, or upon request from any Approved Security Interest Holder or a permitted assignee or other interested party, the City or the Tenant will execute, acknowledge and deliver to the other party or to such other parties a statement in writing certifying (i) that this Lease is unmodified and in full force and effect; (ii) the date through which the Rent has been paid; and (iii) that, to the knowledge of the certifier (if such be the case), there is no default, set-off, defense or other claim against the City or the Tenant, as applicable, other than those, if any, so specified under the provisions of this Lease. It is intended that any such statement may be relied upon by any persons proposing to acquire the interest of the City, the Tenant or any Approved Security Interest Holder, as the case may be, in this Lease or by any assignee of any Approved Security Interest Holder.

Section 9.6 Mortgage of City's Estate. Except for the Approved Security Interests, the City agrees not to encumber or provide possession any interest in the City's fee interest in the Property with any deed to secure debt, mortgage, deed of trust or other instrument in the nature thereof as security for any debt which is not expressly subordinate to the Tenant's interest in the Property under this Lease and to any Approved Security Interest without the written consent of the Tenant. The City agrees not to permit any liens arising from work contracted for by the City to be filed against the Property without causing the same to be removed or bonded over within thirty (30) days of such filing.

Section 9.7 Registration of Approved Security Interests. The Tenant shall provide written notice to the City of the name and address of each Approved Security Interest under this Lease.

ARTICLE 10.
SURRENDER; HOLDING OVER;

Section 10.1 Surrender of Property.

(a) The Tenant shall, at least ninety (90) days before the last day of the Term, give to City a written notice of Tenant's intention to surrender the Property and the Improvements thereon on that date, but nothing contained in this Section shall be construed as an extension of the Term of this Lease or as consent of City to any holding over by Tenant.

(b) At the end of the Term or other sooner termination of this Lease, Tenant shall surrender and deliver to City the Property and the possession of the Property, together with all Improvements and Personal Property City is entitled to retain on the Property pursuant to the terms of this Lease, in condition required for the Property and Improvements to be maintained under this Lease, free and clear of all occupancies other than those granted nondisturbance pursuant to the provisions of this Lease, and free and clear of all liens and encumbrances other than those, if any, presently existing or created by City, without payment or allowance whatever by City on account of any such Improvements.

(c) Concurrently with the surrender of the Property, the Tenant agrees, if requested by City and for the benefit of City, to execute, acknowledge and deliver to the City a quitclaim deed to the Property and such instruments as may be reasonably requested by the City to evidence or otherwise effect such passage and vesting of title to the Improvements and Personal Property, if any, retained on the Property to the City.

Section 10.2 Holding Over. If the Tenant shall retain possession of the Property or the Improvements thereon or any part thereof without the City's prior written consent following the expiration or sooner termination of this Lease for any reason, then the Tenant shall pay to the City an amount equal to two hundred percent (200%) of the Rent and other payments that would have been due had the Lease not expired or been terminated and had the Rent and other payment terms in effect at the time of the expiration or sooner termination of the Lease remained in effect; provided, however, that if the Tenant prevails in an action determining that the Lease has not in fact expired or been sooner terminated in accordance with the terms hereof, the City shall promptly return to the Tenant the portion of the amount set forth in this sentence that is in excess of the Rent and other payments due under the Lease absent this sentence. These payments shall be applicable to a holding over of any kind by the Tenant. The Tenant shall also indemnify and hold the City harmless from any loss or liability resulting from delay by the Tenant in surrendering the Property, including, without limitation, any claims made by any succeeding tenant founded on such delay. Acceptance of Rent by the City following expiration or termination shall not constitute a renewal of this Lease and nothing contained in this Section 10.2 shall waive the City's right of reentry or any other right. The Tenant shall be only a tenant at sufferance, whether or not the City accepts any Rent from the Tenant while the Tenant is holding over without the City's written consent.

Section 10.3 No Merger. Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or the Tenant's estate created hereunder with the fee estate of the Property or any part thereof by reason of the fact that the same person may acquire, own or hold, directly or indirectly, (i) this Lease, the Tenant's estate created hereunder or any interest in this Lease or the Tenant's estate (including the Improvements), and (ii) the fee estate in the Property or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of the City, having an interest in (i) this Lease or the Tenant's estate created hereunder, and (ii) the fee estate in the Property or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

ARTICLE 11.
EMINENT DOMAIN

Section 11.1 Total Taking. If either the entire Property (or any improvements thereon) or a substantial and essential portion of the Property (or any improvements thereon), the taking of which portion materially impairs the use of the Improvements

then being made by Tenant and renders the remainder of the Improvements unsuitable or economically not feasible for such use, as reasonably determined by Tenant in good faith, is taken under the power of eminent domain during the Term of this Lease, then this Lease shall terminate as of the date of such taking. The City and the Tenant shall together make one claim for an award for their combined interests in the Property and all buildings, structures, Improvements and fixtures thereon which are so taken. Such award shall be paid to and divided between the City and the Tenant in priority as follows:

(a) All compensation and damages payable for or on account of the underlying fee title to the Property, assuming that the Property were unimproved but encumbered by this Lease, shall be payable to and be the sole property of the City.

(b) All compensation and damages payable for or on account of the buildings and Improvements located on the Property shall be divided between the City and the Tenant in the manner specified in Section 8.7(a) of this Lease.

Section 11.2 Partial Taking. If less than the whole of the Property is taken under the power of eminent domain during the Term of this Lease and this Lease is not terminated as provided in Section 11.1 hereof, then this Lease shall terminate only with respect to the portion of the Property taken and this Lease shall continue in full force and effect with respect to the portion of the Property not taken. The Tenant shall, but only to the extent of the amount of the award received, promptly reconstruct and restore the portion of the Property not taken and the buildings and Improvements located on the portion of the Property not taken as an integral unit of the same general quality and character as existed prior to such taking. Such reconstruction and restoration shall be performed in a good and workmanlike manner and undertaken in accordance with plans and specifications submitted to and approved by the City in accordance with Article 4, and otherwise in accordance with the applicable provisions of this Lease.

Section 11.3 Temporary Taking. If the use of all or any part of the Property is taken under the power of eminent domain during the Term on a temporary basis for a period less than the time remaining after the date of such taking to the end of the Term, then this Lease shall continue in full force and effect and the Tenant shall continue to be obligated to perform and observe all of the agreements, covenants and conditions on the part of the Tenant to be performed and observed as and when performance and observance is due to the full extent that such agreements, covenants and conditions are physically capable of performance and observance by the Tenant after such taking. The award payable for or on account of such taking shall be paid to the Tenant.

Section 11.4 Notice of Taking; Single Proceeding. In case of a taking of all or any part of the Property or the Improvements thereon or the commencement of any proceeding or negotiations which might result in such taking, the party having notice of such taking or of the commencement of any such proceeding or negotiations shall promptly give written notice thereof to the other party. The City and the Tenant shall jointly prosecute their claims for an award in a single proceeding, in which any

Approved Security Interest Holder may join. In any eminent domain proceeding affecting the Property, both the City and the Tenant shall have the right to appear in the proceeding and to defend against the eminent domain action as they deem proper in accordance with their own interests. To the extent possible, the City and the Tenant shall cooperate with each other to maximize the amount of the award payable by reason of the eminent domain. Issues between the City and the Tenant that arise under this Article 11 shall be joined in any such eminent domain proceeding to the extent permissible under then applicable rules governing such joinder.

As used in this Lease: (i) a "taking" means the acquisition of all or any part of the Property for a public use by exercise of the power of eminent domain; (ii) the taking shall be considered to occur as of the earlier of the date on which possession of the Property by the entity exercising the power of eminent domain is authorized as stated in an order for possession, or the date on which title to the Property vests in the person exercising the power of eminent domain; and (iii) "award" means the compensation paid for the taking.

ARTICLE 12.
EVENTS OF DEFAULT

Section 12.1 Event of Default. The Tenant shall be in default under this Agreement upon the occurrence of any of the following (**"Tenant Events of Default"**):

(a) Monetary Obligation. The Tenant at any time is in default hereunder as to any monetary obligation (including without limitation, the Tenant's obligation to pay taxes and assessments due on the Property or part thereof, subject to the Tenant's rights to contest such charges pursuant to Section 3.2), and such default continues for thirty (30) days after the date upon which the City shall have given the Tenant a Notice of Default (as defined in Section 12.2);

(b) Insurance. The Tenant fails to obtain and maintain any insurance required pursuant to Section 8.2 of this Agreement, and the Tenant fails to cure such default within thirty (30) days following receipt of Notice of Default;

(c) Abandonment. The Tenant abandons the Property and ceases to use it for the purposes authorized hereby for a period of at least one hundred eighty (180) days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure;

(d) Transfer. A voluntary or involuntary Transfer of all or any portion of the Tenant's interest in this Agreement occurs in violation of the provisions of Article 7;

(e) Non-Monetary Obligations. The Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 12.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the

City shall have given written notice of the default to the Tenant; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if the Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

(f) Bankruptcy. The Tenant files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of the Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(g) Reorganization. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the first date of entry thereof, or any trustee receiver or liquidator of the Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of the Tenant and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Tenant;

(h) Failure to Maintain Quality of Business. The Tenant fails to continually operate, maintain and improve the Improvements as first-class major Hotel and Restaurant Facilities equivalent to an establishment with an STR Chain Scale rating of Upscale or better as described in Article 5;

(i) Attachment. A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of the Tenant in the Property and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Tenant;

(j) Liens. The Tenant's failure to satisfy the requirements of Sections 4.5 and 4.6 hereof within the time periods specified therein.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Tenant and the City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the

City Council). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

Section 12.2 Notice and Opportunity to Cure.

(a) Notice of Default. Upon the occurrence of an Event of Default hereunder, the non-defaulting party shall deliver a written notice to the nonperforming party (the "**Notice of Default**"), stating the nature of the obligation which such nonperforming party has failed to perform, and notifying the nonperforming party of the period of time, if any, in which to cure the default.

(b) Failure to Give Notice; No Waiver. Failure to give, or delay in giving, the Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. No failure or delay by either party in asserting any rights and remedies as to any breach shall operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

Section 12.3 Remedies Upon Default.

(a) City's Remedies. Upon the occurrence of any Event of Default or, if applicable, an uncured Event of Default, and in addition to any and all other rights or remedies of the City hereunder and/or provided by law, the City shall have the right to immediately terminate this Agreement and/or the Tenant's possessory rights hereunder, in accordance with applicable law to re-enter the Property and take possession thereof and of the Fixtures and any Improvements, and except as otherwise provided herein, to remove all persons and property therefrom, and to store such property at the Tenant's risk and for the Tenant's account, and the Tenant shall have no further claim thereon or hereunder. The City's re-entry or taking of possession of the Property shall not be construed as an election on the City's part to terminate this Agreement unless the City shall have given written notice of such intention to the Tenant. In no event shall this Agreement be treated as an asset of the Tenant after any final adjudication in bankruptcy except at the City's option so to treat the same but no trustee, receiver, or liquidator of the Tenant shall have any right to disaffirm this Agreement. Nothing contained in this Section shall be construed to limit the rights or remedies of the City hereunder and/or provided by law, or be construed to preclude the City from initiating any civil action in the pursuit of any available remedy.

(b) Remedies Upon Abandonment. If the Tenant should default under this Agreement and abandon the Property, the City may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder. Additionally, the City shall be entitled to recover from the Tenant all costs of maintenance and preservation of the Property, and all costs,

including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Property and the City's interest under this Agreement.

(c) City Right to Continue Lease. In the event of any default under this Agreement by the Tenant (and regardless of whether or not the Tenant has abandoned the Property), this Agreement shall not terminate (except by an exercise of the City's right to terminate under Section 12.1) unless the City makes such election by the giving of any written notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the Tenant's right to possession. For so long as this Agreement continues in effect, the City may enforce all of the City's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the Tenant's right to possession: (i) acts of maintenance or preservation or efforts to relet the Property; or (ii) the appointment of a receiver upon initiative of the City to protect the City's interest under this Agreement.

(d) Right to Injunction; Specific Performance. In the event of a default by the Tenant under this Agreement, the City shall have the right to commence an action against the Tenant for damages, injunction and/or specific performance. The Tenant's failure, for any reason, to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Agreement.

Section 12.4 Remedies Cumulative. No remedy specified in this Article 12 shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

Section 12.5 No Election of Remedies. The rights given in this Article 12 to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Agreement, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the City upon the conditions and subject to the provisions in this Agreement to terminate the Tenant's right of possession because of any default in or breach of any of the covenants, provisions or conditions of this Agreement beyond the applicable cure period.

Section 12.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the City under Article 8 of this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the City to equitable relief where such relief is appropriate. No expiration or termination of the Term by

operation of law, or otherwise, and no repossession of the Improvements or any part thereof shall relieve the Tenant of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

ARTICLE 13.
MISCELLANEOUS PROVISIONS

Section 13.1 Notice, Demands and Communication. Formal notices, demands, and communications between the City and the Tenant shall be in writing and shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail/return receipt, or delivered personally, to the principal offices of the City and the Tenant as follows:

City:
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: Waterfront Division

Tenant:
Global Resources Trading, LLC
3524 Investment Blvd.
Hayward, CA 94545
Attn: Peter Nguyen

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section 13.1. No party shall evade or refuse delivery of any notice.

Section 13.2 Conflict of Interests. No member, official or employee of the City shall make any decision relating to the Lease which affects his or her personal interests or the interest of any corporation, partnership or association in which he is directly or indirectly interested.

Section 13.3 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to the Tenant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Tenant or successor or on any obligation under the terms of this Lease.

Section 13.4 Inspection of Books and Records. The City and its agents have the right at all reasonable times to inspect on a confidential basis the books, records and all other documentation of the Tenant pertaining to its obligations under this Lease. The Tenant also has the right at all reasonable times to inspect the books, records and all other documentation of the City pertaining to its obligations under this Lease to the extent such items to be inspected are part of the public record. The Tenant and the City shall retain such books, records and documentation for a period of five (5) years after their creation.

Section 13.5 Title of Parts and Sections. Any titles of the sections or subsections of this Lease are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provision.

Section 13.6 Applicable Law. This Lease shall be interpreted under and pursuant to the laws of the State of California.

Section 13.7 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 13.8 Legal Actions.

(a) In the event any legal action is commenced to interpret or to enforce the terms of this Lease or to collect damages as a result of any breach thereof, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorney fees and costs incurred in such action, including attorney fees and costs of any appeals.

(b) In the event legal action is commenced by a third party or parties, the effect of which is to directly or indirectly challenge or compromise the enforceability, validity, or legality of the Lease and/or the power of the City to enter into this Lease or perform its obligations hereunder, either the City or the Tenant may (but shall have no obligation to) defend such action. Upon commencement of any such action, the City and the Tenant shall meet in good faith and seek to establish a mutually acceptable method of defending such action.

Section 13.9 Binding Upon Successors; Covenants to Run With Land. This Lease shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties; provided, however, that there shall be no transfer of any interest by the Tenant except pursuant to the terms of this Lease. Any reference in this Lease to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Lease, or under law.

The terms of this Lease shall run with the land and shall bind all successors in title to the Property during the Term of this Lease, except that the provisions of this Lease that are specified to survive termination of this Lease shall run with the land in perpetuity and remain in full force and effect following such termination. Every contract, deed, or other instrument hereafter executed covering or providing possession of the Property or the Improvements or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether

such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases the Property, the Improvements, or the applicable portion of the Property, from the requirements of this Lease.

Section 13.10 Discretion Retained by City. The City's execution of this Lease does not constitute approval by the City and in no way limits the discretion of the City in the permit and approval process in connection with development of the Improvements, any Major Additional Improvements, or any other use or development on the Property by the Tenant.

Section 13.11 Parties Not Co-Venturers. Nothing in this Lease is intended to or does establish the parties as partners, co-venturers, or principal and agent with one another.

Section 13.12 Employment Opportunity. The Tenant and its successors, assigns, contractors and subcontractors shall not discriminate against any employee or applicant for employment in connection with the construction and operation of the Improvements because of race, color, religion, sex, sexual preference, marital status, ancestry or national origin. Each of the following activities shall be conducted in a nondiscriminatory manner: hiring; upgrading; demotion and transfers; recruitment and recruitment advertising; layoff and termination; rate of pay and other forms of compensation; and selection for training including apprenticeship.

Section 13.13 Warranties. The City expresses no warranty or representation to the Tenant as to fitness or condition of the Property or any portion thereof for the building or construction to be conducted thereon.

Section 13.14 Action by the City or Tenant.

(a) Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request, or other action by the City is required or permitted under this Lease, such action may be given, made, or taken by the City Manager or by any person who shall have been so designated in writing to the Tenant by the City Manager, without further action or approval by the City Board, and any such action shall be in writing. The City Manager may, in his or her discretion, agree in writing to modification of the dates by which action are to be complete or to waive any terms and conditions of this Lease or to make reasonable modifications to the Lease requested by the Tenant's lenders.

(b) The Tenant shall take all actions necessary to implement the provisions of this Lease and to complete those performances required of the Tenant.

Section 13.15 Amendments. The parties can amend this Lease only by means of a writing signed by both parties; provided, however, the parties may enter into Operating Memoranda or Implementation Agreements in furtherance of the intent of this

Lease without formal amendment of this Lease for purposes, in the manner, and with the effect set forth in Section 13.16.

Section 13.16 Operating Memoranda; Implementation Agreements.

(a) The parties acknowledge that the provisions of this Lease require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the parties under this Lease. The parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Lease. If and when, from time to time during the Term of this Lease, the parties find that refinements or adjustments through Development and Business Operating Agreements approved by the parties which, after execution shall be attached to this Lease as addenda and become a part hereof.

(b) In the event a particular subject requires notice or hearing, such notice or hearing shall be appropriately given. Any significant modification to the terms of performance under this Lease shall be processed as an amendment of this Lease in accordance with Section 13.19 and must be approved by the City Council.

Section 13.17 Representation and Warranties of Tenant. The Tenant hereby represents and warrants to the City as follows:

(a) Organization. The Tenant is a duly organized, validly existing California limited liability company, and is in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Tenant. The Tenant has full power and authority to execute and deliver this Agreement, or to be executed and delivered, pursuant to this Lease, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Lease and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Lease have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Tenant, and all actions required under the Tenant's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Lease and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Lease, have been duly taken.

(d) Action by the Parties. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City in its capacity as landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager,

without further approval by the City Council unless the City Manager determines in his or her discretion that such matter requires consideration by the City Council.

(e) Valid Binding Agreements. This Lease and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Lease constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Tenant enforceable against it in accordance with their respective terms.

(f) No Breach of Law or Agreement. Neither the execution nor delivery of this Lease or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Lease, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or City whatsoever binding on the Tenant, or any provision of the organizational documents of the Tenant, or will conflict with or constitute a breach of or a default under any agreement to which the Tenant is a party, or will result in the creation or imposition of any lien upon any assets or property of the Tenant, other than liens established pursuant hereto.

(g) Compliance With Laws; Consents and Approvals. The construction of the Improvements will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or City.

(h) Pending Proceedings. The Tenant is not in default under any law or regulation or under any order of any court, board, commission or City whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Tenant, threatened against or affecting the Tenant, at law or in equity, before or by any court, board, commission or City whatsoever which might, if determined adversely to the Tenant, materially affect the Tenant's ability to develop the Improvements.

(i) Title to Property. Upon the recordation of the Memorandum of Lease, the Tenant will have good and marketable leasehold title to the Property and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than those liens approved by the City, liens for current real property taxes and assessments not yet due and payable, and liens in favor of the City or approved in writing by the City.

(j) Financial Statements. The financial statements of the Tenant furnished by the Tenant to the City fairly present the information contained therein. As of the date of this Lease, there has not been any adverse, material change in the financial condition of the Tenant from that shown by such financial statements and other data and information.

(k) Sufficient Funds. The Tenant holds sufficient funds or binding commitments for sufficient funds to complete the construction of the Improvements in accordance with this Agreement.

Section 13.18 Multiple Originals; Counterparts. This Lease may be executed in counterparts and multiple originals, each of which shall be deemed to be an original.

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

CITY:
THE CITY OF PITTSBURG

By: _____
Garrett Evans, City Manager

APPROVED AS TO FORM:

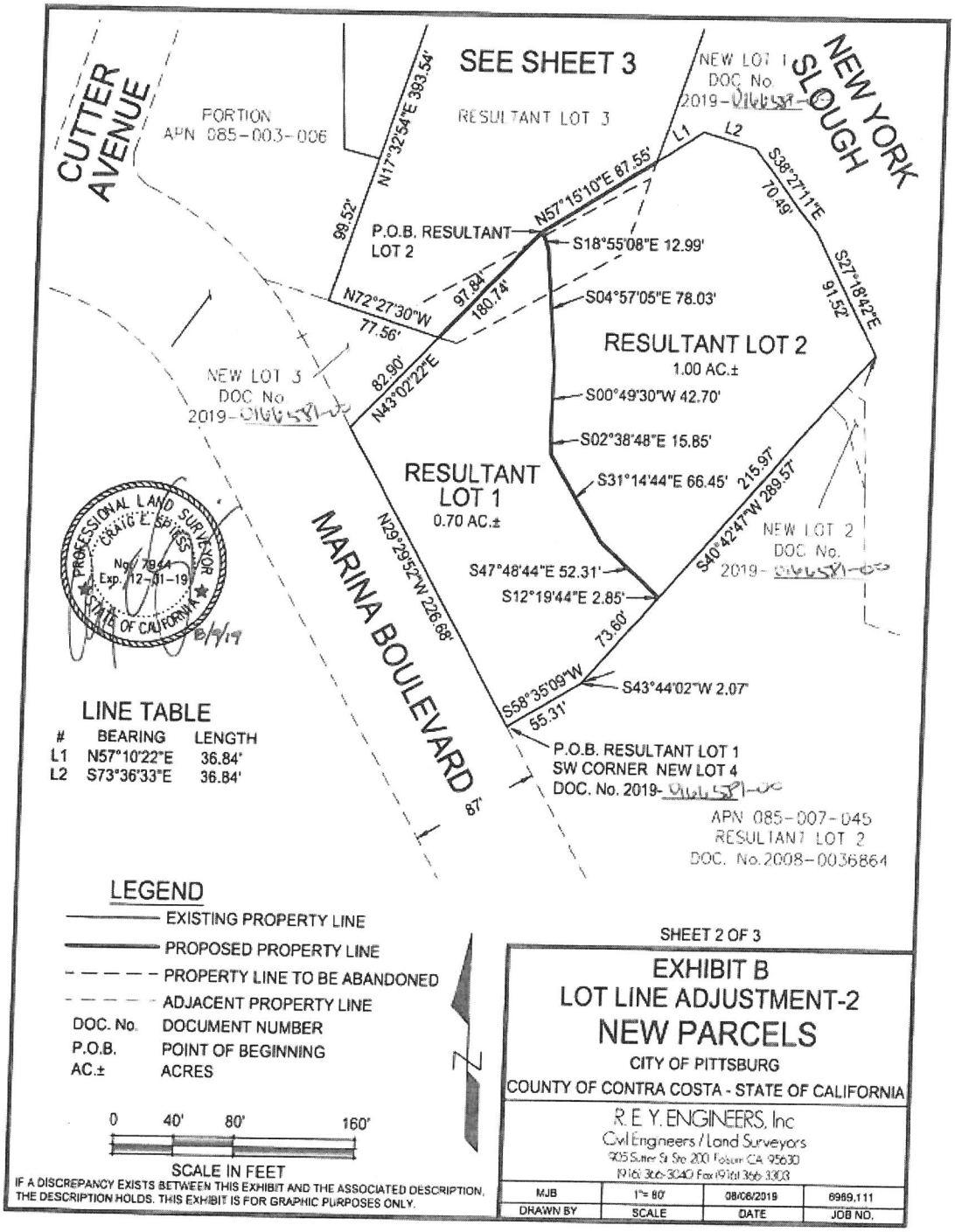
_____
Donna Mooney, City Attorney

TENANT:

GLOBAL RESOURCES TRADING, LLC, a CA limited liability company

By: _____
Peter Nguyen, CEO

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY



RESULTANT LOT 2

A portion of that parcel of land situate in the City of Pittsburg, County of Contra Costa, State of California and designated as New Lot 4 as shown and so designated on that certain Parcel Map Waiver, recorded on October 3, 2019 as Document No. 2019-0196581-00, Official Records of Contra Costa County and being further described as follows:

Beginning at the northeast corner of the aforesaid Resultant Lot 1; thence from said **POINT OF BEGINNING** North 57°15'10" East a distance of 87.55 feet to a point on the northerly line of said New Lot 4; thence coincident with the northerly, easterly and southerly lines of said New Lot 4 for the following five (5) courses and distances:

1. North 57°10'22" East a distance of 36.84 feet;
2. South 73°36'33" East a distance of 36.84 feet;
3. South 38°27'11" West a distance of 70.49 feet;
4. South 27°18'42" East a distance of 91.52 feet to the southeast corner of said New Lot 4; and
5. South 40°42'47" West a distance of 215.97 feet to a point on the Grant Line as shown and so designated on that on that certain Record of Survey entitled "RECORD OF SURVEY RS 3661 TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011", filed for record on December 11, 2014 in Book 149 of Licensed Surveyor's Maps, at Page 27, Contra Costa County Records;

thence leaving said southerly line and coincident with said Grant Line for the following seven (7) courses and distances:

1. North 12°19'44" West a distance of 2.85 feet;
2. North 47°48'44" West a distance of 52.31 feet;
3. North 31°14'44" West a distance of 66.45 feet;
4. North 02°38'48" West a distance of 15.85 feet;
5. North 00°49'30" East a distance of 42.70 feet;
6. North 04°57'05" West a distance of 78.03 feet; and
7. North 18°55'08" West a distance of 12.99 feet to the Point of Beginning.

Containing 1.00 acres of land or 43,400 square feet, more or less.

EXHIBIT B
SCOPE OF PROPOSED DEVELOPMENT

Developer intends to seek Land Use Approvals/Entitlements for construction of a 29,253-square-foot, three-story building comprised of 10,000 square feet for a hotel of up to seven luxury suites and Banquet and Meeting hall. The ground floor the building would house two upscale restaurants. Two driveways are proposed to allow access from Marina Boulevard. Site improvements would include a parking lot, landscaping, site lighting and an expansion of the recreational marina walkway on to the property along the northeast portion of the site.

EXHIBIT C
MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Pittsburg
65 Civic Dr.
Pittsburg, CA 94565
Attn: City Clerk

EXEMPT FROM RECORDING FEES PER

GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**"), dated for reference purposes as of June 7, 2022 is executed by and between the City of Pittsburg, a municipal corporation (the "City"), and Global Resources Trading, LLC, a California limited liability company (the "Tenant"), in reference to and consideration of that certain Lease dated as of June 7, 2022

1. The purpose of this Memorandum is to provide notice of the existence of the Lease which is incorporated herein by this reference. This Memorandum incorporates all of the terms and provisions of the Lease as though fully set forth herein.

2. The City is trustee of forty-three thousand four hundred (43,400) square feet of tidelands situated in New York Sough, located in the City of Pittsburg (the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

3. The Property is subject to that certain Trust Lands Use Plan adopted by the City on April 3, 2017 and the California State Lands Commission on June 22, 2017 in accordance with Senate Bill 551 (revised from time to time).

4. Pursuant to the Lease, the City leases to the Tenant, and the Tenant leases from the City, the Property subject to all of the terms and conditions set forth in the Lease.

5. The Lease term is Forty-Nine (49) years and zero (0) days commencing on June 7, 2022.

6. This Memorandum may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one fully-executed agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

CITY:

CITY OF PITTSBURG

By: _____
Garrett Evans, City Manager

Attest: _____
Alice Evenson, City Clerk

Approved as to form:

_____
Donna Mooney, City Attorney

TENANT:

GLOBAL RESOURCES TRADING, LLC

By: _____
Peter Nguyen, CEO

SIGNATURES MUST BE NOTARIZED.

EXHIBIT D
MAINTENANCE STANDARDS

Maintenance Standards include, at a minimum, the following:

A. Maintain the surface of all pedestrian areas level, smooth and evenly covered with the type of surfacing material originally installed thereon or such substitute therefor as shall be in all respects substantially comparable thereto or better in quality, appearance and durability;

B. Remove all papers, debris, filth and refuse, to minimize washing and blowing of debris into the Delta, and sweep, wash down and/or clean all hard surfaces, including brick, metal, concrete, glass, wood and other permanent poles, walls or structural members as required;

C. Maintain such appropriate entrance, exit and directional signs, markers and lights as reasonably required, but at least to the extent customarily maintained by comparable major first-class Hotel Facilities;

D. Clean lighting fixtures and relamp and/or reballast as needed;

E. Repaint exterior of the Improvements as frequently and to at least the condition customarily maintained by comparable major first-class Hotel Facilities;

F. Maintain signs, including relamping and/or reballasting and/or repairing as required;

G. Maintain and keep in a first-class condition and repair all benches, shelters, planters, banners, furniture, trash containers, sculptures and other such exterior fixtures to at least the condition customarily maintained by comparable major first-class Hotel Facilities;

H. Maintain and keep in a sanitary condition public restrooms and other common use facilities;

I. Clean, repair and maintain all common utility systems;

J. Maintain all fountains, water courses and associated structures, drinking fountains, pumps and associated plumbing;

K. Provide adequate security lighting in all areas during periods of unrestricted public access, and maintain all security and decorative light fixtures and associated wiring systems;

L. Maintain all surface and storm lateral drainage systems;

M. Maintain all sanitary sewer lateral connections;

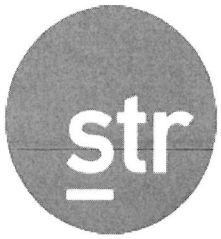
N. Promptly remove any graffiti on or about the Property or Improvements;

O. Perform landscape maintenance including watering/irrigation, fertilization,

pruning, trimming, shaping, and replacement, as needed, of all trees, shrubs, grass, and other plants or plant materials, weeding of all plants, planters and other planted areas, staking for support of plants as necessary, and clearance, cleaning and proper disposal of all cuttings, weeds, leaves and other debris, all to at least the condition customarily performed by major first-class Hotel Facilities; and

P. Perform other maintenance as required by Law or the Granted Tidelands Commercial Lease Agreement.

EXHIBIT E
STR CHAIN SCALES - NORTH AMERICA AND CARIBBEAN



Brands/Chains are slotted by Chain Scale based on the previous year's annual system wide (global) Average Daily Rate and other factors. Rate ranges defining each Chain Scale are determined by STR. If you have questions about the Chain Scales, please email support@str.com (North America) or hotelinfo@str.com (Outside North America). Copyright 2018. STR, Inc. and STR Global, Ltd. trading as STR. Publishing or reproducing this information is strictly prohibited. Last updated 10 February 2018.

Luxury
21c Museum Hotel
AKA
Aman
Andaz
Banyan Tree
Belmond Hotels
Capella
COMO
Conrad
Destination Hotels
Dorchester Collection
Doyle Collection
Dreams Resorts & Spas
Edition
Elegant
Fairmont
Firmdale
Four Seasons
Grand Bahia Principe
Grand Hyatt
Hyatt Zilara
Hyatt Ziva
Iberostar Grand Collection
InterContinental
JW Marriott
Kempinski
Langham
Loews
Lotte Hotel
Luxury Bahia Principe
Luxury Collection
Mandarin Oriental
ME
Mokara
Montage
Nobu Hotels
NOW Resorts & Spas
One & Only
Palace Resort
Paradisus
Park Hyatt
Prestige Hotels & Resorts
Regent
Ritz-Carlton
RockResorts
Rosewood
Royalton
Secrets Resorts & Spas
Shangri-La
Sixty Hotels
Sofitel
St Regis
Taj
The Peninsula
The Unbound Collection
Thompson Hotels
Trump Hotel Collection
Valencia Group
Viceroy
W Hotel
Waldorf Astoria
Zoetry Wellness & Spa Resorts

Upper Upscale
Ace Hotel
Affinia Hotel
Alila
Autograph Collection
Bridgestreet Accommodations
Camino Real
Canopy by Hilton
Club Quarters
Curio Collection
Delta Hotel
Dolce Hotels & Resorts
Dream Hotels
Embassy Suites
Fireside Inn & Suites
Gaylord
Hard Rock
Hilton
Hilton Grand Vacations
Hotel Indigo
Hotel Nikko
Hyatt
Hyatt Centric
Hyatt Regency
Instinct Hotels
Joie De Vivre
Kimpton
Le Meridien
Live Aqua
Magnolia
Marriott
Marriott Conference Center
Memories
Millennium
New Otani
NH Collection
Omni
Outrigger Resorts
Pan Pacific
Pestana
Pullman
Quinta Real
Radisson Blu
Radisson RED
Red Carnation
Renaissance
Royal Hideaway
Sheraton Hotel
Silver Cloud
St. Giles Hotel
Starhotels
Sunscape Resorts & Spas
Swissotel
Time Hotels
Tribute Portfolio
Warwick Hotel
Westin
Wyndham Grand

Upscale
AC Hotels by Marriott
Allegro
aloft Hotel
Alt Hotel
Apa Hotel
Ascend Collection
Aston Hotel
Atton
Be Live
Best Western Premier
BW Premier Collection
Cambria hotel & suites
Canad Inn
Citadines
citizenM
Club Med
Coast Hotels Canada
Coast Hotels USA
Courtyard
Crowne Plaza
Dazzler
Decameron
Disney Hotels
DoubleTree
dusitD2
Eaton
element
Eurostars Hotel
EVEN Hotels
Fiesta Americana
Four Points by Sheraton
Graduate Hotel
Grand America
Great Wolf Lodge
H10
Hampshire
Hilton Garden Inn
Homewood Suites
Hotel RL
Hyatt House
Hyatt Place
Iberostar Hotels & Resorts
Innside by Melia
Jolly
Larkspur Landing
Legacy Vacation Club
Mantra
Melia
Miyako
NH
Nova Hotels
Novotel
NYLO Hotel
Occidental
Palladium Hotel
Prince Hotel
Radisson
Residence Inn
RIU Hotel
Room Mate
Sandals
Sandman Signature
Sawridge
Shell Vacations Club
Sonesta Hotel
Springhill Suites
Staybridge Suites
Stoney Creek
SuperClubs
Tapestry Collection
Travel Inn
Vacation Condos by Outrigger
Westmark
Wyndham
Wyndham Vacation Resort

Upper Midscale
Aqua Hotels & Resorts
Ayres
Barcelo

Upper Midscale cont.

Best Western Plus
Boarders Inn & Suites
Boulders Inn & Suites
Canalta Hotels

Chase Suites
City Express
City Express Plus
Clarion
Cobblestone
Comfort Inn
Comfort Suites
Country Inn & Suites
DoubleTree Club
Drury Inn
Drury Inn & Suites
Drury Plaza Hotel
Drury Suites
Exe Hotel
Fairfield Inn
GrandStay Hotels
Hampton
Hampton
Holiday Inn
Holiday Inn Express
Holiday Inn Select
Home2 Suites
Hotel Des Gouverneurs
IFA
Inns North
Isle of Capri
Lexington
Mama Shelter
Mercure
Monte Carlo Inn
MOXY
My Place
OHANA
Oxford Suites
Park Inn
Phoenix Inn
Princess
Quality
Real Inn
Red Lion Hotel
Rodd Hotel
Shilo Inn
Sonesta ES Suites
TownePlace Suites
Trademark Hotel Collection
Tryp by Wyndham
Van der Valk
Wyndham Garden Hotel
Yotel

Midscale

3 Palms
A Victory
AmericInn
Aristos Hotel
Baymont
Best Western
BlueBay
Cabot Lodge
Canadas Best Value Inn
Candlewood Suites
Catalonia
City Express Suites
ClubHouse
Crystal Inn
Delfin Hotel
FairBridge Inn
Fiesta
Fiesta Inn
Gamma by Fiesta inn
GuestHouse Inn
Hawthorn Suites by Wyndham
Hoteles Vista
ibis
ibis Styles
InnSuites Hotel
La Quinta Inns & Suites
Lakeview
Loyalty Inn
Maeva
MainStay Suites
Oak Tree Inn
Palace Inn
Quality Inn
Ramada
Real de Minas
Red Lion Inn & Suites
Rode Inn
Sandman
Settle Inn
Sleep Inn
Sol
SureStay Plus
SureStay Signature Collection
Tru by Hilton
Uptown Suites
Vagabond Inn
Vista
Wingate by Wyndham

Economy

Affordable Suites of America
America`s Best Inn
Americas Best Value Inn
AmeriVu Inn & Suites
Budget Host
Budget Suites of
Budgetel
City Express Junior
Country Hearth Inn
Crossland Economy Studios
Days Inn
Downtowner Inn
Econo Lodge
Extended Stay America
E-Z 8
Family Inn
Good Nite Inn
Great Western
GreenTree Inn
Home Inn
Home-Towne Suites
Hoteles Serena
Howard Johnson
InTown Suites
Jameson Inn
Key West Inn
Knights Inn
Lite Hotels
Master Hosts Inns
Masters Inn
Microtel Inn & Suites by Wyndham
Motel 6
National 9
One Hoteles
Passport Inn
Pear Tree Inn
Red Carpet Inn
Red Roof Inn
Rodeway Inn
Savannah Suites
Scottish Inn
Select Inn
Studio 6
Suburban Extended Stay
Sundowner
Toyoko Inn
Tune Hotel
Vienna 3hao
Z
Zest Hotel
Zleep

Upscale cont.

Iberotel
Imperial Hotel
Innside by Melia
InterCity
Irish Country Hotels
Jaz in the City
Jin Jiang Hotel
Jinling
Jolly
K+K Hotel
Kipriotis
Landidyll
Lapland Hotel
Larkspur Landing
Legacy Vacation Club
Leonardo Hotel
LifeClass Hotels & Resorts
Lindner
Loisir Hotel
Luxury Family Hotels
Macdonald
Maistra
Maldron Hotel
Mamaison
Manor House Hotels
Manotel
Mantra
Marco Polo
Maritim
Median Hotel
Medina
Melia
Mitsui Garden Hotel
Miyako
Moevenpick
Muthu
Mutiara
Narada
New Century Grand Hotel
New Century Resort
New Hotel
NH
Nova Hotels
Novotel
Novotel Suites
NYLO Hotel
O`Callaghan
Oaks Hotels & Resorts
Oakwood Residence
Occidental
Oceania
Ole
Onomo Hotel
Original Sokos Hotel
Oxford
Palladium Hotel
Paradores
Parc Hotel
Park Plaza
PARKROYAL
Pearl Continental Hotel
Petit Palace
Plaza Inn Hotels
PREMIER SUITES
Pride Resorts
Prince Hotel
Principal
Promenade
Quest
Radisson
Regal Hotels International
Rendezvous Hotel
Residence Inn
Resta
Revere Pub Company
Rimonim
RIU Hotel
Robinson Club
Rochester
Room Mate
Ryad Mogador
Rydges
SACO
Sandals
Sandman Signature
Sarova
Sawridge
Scandic Hotel
Sedona
Shell Vacations Club
Shuguang
Silken
Solo Sokos Hotel
Soluxe
Sonesta Hotel
Southern Sun
Springhill Suites
Stamford
Staybridge Suites
StayCity Serviced Apartments
Stoney Creek
Sun International
Sunstar
SuperClubs
Tapestry Collection
The Gateway
The Heritage Hotel
The Park
The Pride Hotel
The Three Corners
The Triton
Thistle
Thon Hotel
Thwaites Hotels
Thwaites Inns
TIME Hotel
Traders Hotel
Transamerica
Travel Inn
Tsokkos
UNA
Vacation Condos by Outrigger
Vertice
Victor's Residenz Hotel
Vista Hotel
Waldorf Apartment
Wanda Realm
WelcomHotel
Westmark
Wyndham
Wyndham Vacation Resort
Young`s Hotels
Zone by The Park

Upper Midscale

Abotel
AHA
Al Diar
Altis
Amari
Amber Hotel
Aparthotel Adagio
Apollo
Aqua Hotels & Resorts
Arcadia Hotels
Arcona
AS Hotels
Ashok
Atour Hotel
Atura
Avari
Ayre
Ayres
AZIMUT
Barcelo
Bayview
Berjaya
Best Western Plus
Beta Hotel
Blue Tree
Boarders Inn & Suites
Boulders Inn & Suites
Bridal Tea House
Britannia
BTG-Jianguo Hotels & Resorts
Canalta Hotels
Candeo Hotel
Carlton
Casa Andina Select
Centerstone Hotels
Chase Suites
Chisun Grand
Citrus
City Express
City Express Plus
City Lodge
CityLife
Clarion
Cobblestone
Comfort
Comfort Inn
Comfort Suites
Corp Hotels
Country Comfort
Country Garden Phoenix Hotel
Country Inn & Suites
Cresta Hotel
Crystal Hotel
Cumulus City
Cumulus Resort
Daiwa Royal Hotel
Daiwa Roynet Hotel
Dakota Hotels
Danubius
Days Hotel
Domina
DoubleTree Club
Drury Inn
Drury Inn & Suites
Drury Plaza Hotel
Drury Suites
Dusit Princess
Elba
Exe Hotel
Fairfield Inn
FJB Hotel
Fleming`s Hotel
Floris
Fortune Inn
Fortune Park
Fosshotel
FX Hotel
Garden Court
GHotel Hotel & Living
Gloria Grand
Golden Tulip
Good Morning Hotels

Upper Midscale cont.

GrandStay Hotels
Green Rich Hotel
Gunnewig Hotel
H4 Hotel
Hall & Woodhouse
Hallmark Hotel
Hampton
Hampton
HARRIS
HCC Hotel
Heritage
Holiday Inn
Holiday Inn Express
Holiday Inn Garden Court
Holiday Inn Select
Home2 Suites
Hotel Alpha-One
Hotel Des Gouverneurs
Hotel Edda
Hotel Equatorial
Hotel Grand Chancellor
Hotel Green
Hotel Green
Hotel Ilunion
Hotel Mets
Hotel MyStays
Hotel Royal Orchid
Hotel Trusty
Hotel WBF
Howard Johnson
Hunguest
Idea
IFA
Inns North
InterCityHotel
Isle of Capri
JinJiang Metropolo
Jurys Inn
Kagum Hotel
Kyriad Prestige
Lake District Hotels
Lavande
Leeden Hotel
Legacy Hotel
Lemon Tree Premier
Lexington
Lords Inn Hotels & Resorts
Lotus
Mama Shelter
Max Hotels & Resorts
McGettigan Hotels
Mehood Hotel
Mercure
Metro
Metropark
Monte Carlo Inn
MOXY
My Place
Narada Boutique
nestor Hotel
New Century Hotel
Norlandia
Novum Select Hotel
OHANA
Ona
OREA Hotel
Oxford Suites
OZO
Park Inn
Park Regis
Penta
Phoenix Inn
Playa
Princess
Prodomo
Protea Hotel
Punthill
Quality
Quality Resort
Qubus Hotel
Quest Hotel
Real Inn
Red Lion Hotel
Regenta
Reikartz
relexa
Richmond
Ringhotel
Rodd Hotel
Rogner Hotel
Roomzzz
Route Inn
Rove
Royal Orchid Central
Royal Orchid Resorts & Heritage Hotels
Royal Tulip
SANA
Sarovar Premiere
Scholars
Seasons
Shilo Inn
Sol Y Mar
Somerset
Sonesta ES Suites
Spar Hotel
Starlight
StayAt
Sunroute
Sweden Hotel
Swiss-Belhotel
Talbot Hotel
Tanoa
the b
The Chifley
The Fern
Tierra Viva
Timhotel
Tokyu REI Hotel
TownePlace Suites
Trademark Hotel Collection
Tryp by Wyndham
UNAWAY Hotel
Unizo
Valentin Hotel
Van der Valk
Vibe hotel
Vienna House Easy
Vienna International
View Hotel
Vila Gale
Villa Fontaine
Village Hotel
Warner Leisure Hotels
Washington Hotel Plaza
Welcome Hotels
Wyndham Garden Hotel
Yotel
Zenit

Midscale

3 Palms
A Victory
Abad
ACHAT
acom Hotel
all seasons
AmericInn
Anemon Hotel
Aparthotel Adagio Access
Aristos Hotel
Aston
Atour Light
Azur
Bastion
Baymont
Best Western
BlueBay
Bonsai Hotel
BreakFree Resort
Cabot Lodge
Campanile
Canadas Best Value Inn
Candlewood Suites
Carris Hotel
Casa Andina Standard
Catalonia
Centro Hotels by Rotana
Chisun Hotel
Chisun Inn
Citin
Citrus
City Express Suites
ClubHouse
Cosmopolitan
Crystal Inn
Dafam Hotels
Daish`s Holidays
Dedeman
Delfin Hotel
Discovery Holiday Park
Dormy Inn
Eastin Easy
ehotel
Europa
Eurotel
Excemon Hotels & Resorts
FairBridge Inn
Fern Residency
Fiesta
Fiesta Inn
Fletcher
FlexStay Inn
Fresh
Fuller`s Inns
Gamma by Fiesta inn
Generator Hostel
Gloria Plaza
Good Inn
Grupotel
GuestHouse Inn
H+ Hotel
Hawthorn Suites by Wyndham
HNA Grand Hotel
Hometel
Hotel 81
Hotel Gromada
Hotel NEO
Hotel RH
Hotel Star
Hotel Wing International
Hoteles H2
Hoteles Vista
ibis
ibis Styles
Imperial London Hotels
InnSuites Hotel
JI Hotels
JR Kyushu
Keio Presso Inn

Midscale cont.

Keys Hotel
Keys Klub
Kibbutz Hotel
Kingsgate
Kyriad
La Quinta Inns & Suites
Lakeview
Leisure Inn
Lemon Tree Hotel
Libertel
Loyalty Inn
Maeva
Magnolia Hotel
MainStay Suites
Mapple Hotels
Merit
Merlin
Motel One
New Century Manju
Nishitetsu Inn
Novum Hotel
Oak Tree Inn
Oakwood Apartments
Palace Inn
Parkland Hotels & Resorts
Petul Apart Hotel
Piao Home Inn
Prayag
Premier Inn
Quality Inn
R&B Hotel
Ramada
Real de Minas
Red Lion Inn & Suites
Resol
Roc
Rode Inn
Room-B Serviced Apartments
Royal Orchid Suites
Sahid
Sandman
Sarovar Portico
Scenic
Sea Hotel
Sejours & Affaires
Settle Inn
Sidorme
Silka Hotels
Skytel
Sleep Inn
Smile Hotel
Sol
Sorat
Sorea
Sotetsu Fresa Inn
StayEasy
Sun Maris
Super Hotel
SureStay Plus
SureStay Signature Collection
Swiss Inn
The Mosaic Collection
Tokyu Inn
Town Lodge
Travelodge
Travelodge Hotel
TRH Hoteles
Tru by Hilton
Tulip Inn
Uptown Suites
Vagabond Inn
Via Inn
Vienna
Vienna Zhihao
VIP Hotel
Vista
Wadworth
Washington Hotel
WelcomHeritage
Wingate by Wyndham
Yotel QQ
YotelAir

Economy

7 Days Inn
Affordable Suites of America
Amaris Hotel by Santika
America`s Best Inn
Americas Best Value Inn
AmeriVu Inn & Suites
Arkell`s
B&B Hotel
Balladins
Batemans
Bay
Best Hotel
Bestay Hotel Express
Brains
Brakspear
Budget Host
Budget Suites of America
Budgetel
Charles Wells
City Comfort Inn
City Express Junior
City Inn
Commundo Tagungshotels
Country Hearth Inn
Crossland Economy Studios
Days Inn
Downtowner Inn
easyHotel
Econo Lodge
Etap
Evergreen
Extended Stay America
E-Z 8
Family Inn
favehotel
Formule 1
Fragrance Hotel
Garden Inns
Ginger
Goldmet Inn
Good Night Inns
Good Nite Inn
Grace Inn
Grand UK Holidays
Great Western
Greene King
GreenTree Inn
Hanting
HNA Business Hotel
HNA Express Inn
Holiday Star
Home Inn
Home-Towne Suites
Hop Inn
Hotel AZ
Hotel F1
Hotel Livemax
Hotel Mister Bed
Hoteles Serena
Howard Johnson
hub by Premier Inn
ibis budget
Innkeeper`s Lodge
InTown Suites
Jameson Inn
Jennings
Jin`s Inn
JinJiang Inn
JinJiang Inn Style
Key West Inn
Knights Inn
Lemon Hotel
Lite Hotels
Lochs & Glens Holidays
Marston`s Inns
Master Hosts Inns
Masters Inn
Meininger Hotels
Microtel Inn & Suites by Wyndham
Milton
Motel 168
Motel 268
Motel 6
My Home Hotel
NanYuan Inn
National 9
Nevsky
Old English
Omena Hotels
One Hoteles
Passport Inn
Pear Tree Inn
Pod Inn
Point A Hotel
POP! Hotel
Premier Inn
Premiere Classe
Quantum Hotel Group
Red Carpet Inn
Red Fox Hotel
Red Planet Hotel
Red Roof Inn
RelaxInnz
Road Lodge
Robert Parker Collection
Robinsons Hotels & Resorts
Rodeway Inn
Savannah Suites
Scottish Inn
Select Inn
Shepherd Neame
Shindom Inn
St Austell Brewery
Starway
Studio 6
Suburban Extended Stay
Sun 1
Sundowner
Super 8
SureStay
Swiss-Belinn
Toyoko Inn
Travelodge
Travelodge
Tune Hotel
Value Place
Vienna 3hao
Wei Bo
Wetherspoon
WoodSpring Suites
Z
Zest Hotel
Zhongan Inn
Zleep

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: May 16, 2022

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

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

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

PLANNING COMMISSION APPEAL

Mayor White called the meeting to order at 5:05 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA for a Planning Commission Appeal. Member Banales was not present for the Appeal:

1. Appeal of the Planning Commission's Decision to Deny Design Review and Sign Exception Approval of Plans to Construct a Basketball Recreation Facility at 790 W. Leland Road, for "Discovery Builders Dream Courts", AP-20-1528 (DR, SE)

The following spoke in favor of Discovery Builders Dream Courts:

Tom Lewis, Pittsburg
Marshall Collins, Pittsburg
Tyberius Campos-Reese, Pittsburg
Rolanda Hartfield, Pittsburg

The following spoke with a neutral position of Discovery Builders Dream Courts:

Bruce Ohlson, Pittsburg

On motion by Member Killings, seconded by Vice-Mayor Scales-Preston, to uphold the appeal, approve the Design Review and Sign Exception Approval of Plans to Construct a Basketball Recreation Facility, and was adopted by the following vote:

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

Member Banales joined the City Council and they convened in Closed Session at 5:50 P.M. for the following items:

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Maria Aliotti, Jennifer Brizel

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

Unrepresented employees: Management Group; Senior Executive Team

3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Section 54956.9(d)(1)

Save Mount Diablo v. City of Pittsburg et al., Contra Costa County Superior Court case no. CIVMSN21-0462

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

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

5. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Section 54956.9(d)(2)

Number of cases: one

Item number 4, Conference with Real Property Negotiators, was continued. There was no reportable action taken in Closed Session.

ROLL CALL

All members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on upcoming City events.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

Member Killings attended the Economic Development and Waterfront Subcommittee.

Member Craft attended the Pittsburg Arts and Community Foundation Subcommittee.

Vice-Mayor Scales-Preston attended the Los Medanos Health Advisory Committee, Community Services Subcommittee, and the Public Safety subcommittee.

CONSIDERATION

8. Adoption of a City Council Resolution Approving a Reimbursement Agreement by and Between the City of Pittsburg and Albert D. Seeno Construction Company, Inc., and Adopting an Economic Development Subsidy Report

Bruce Ohlson, Pittsburg, requested crosswalks be placed on all four quadrants of the intersection at the project site as well as at all intersections within the city.

On Motion by Member Craft, seconded by Member Banales to adopt and carried unanimously.

9. Adoption of a City of Pittsburg Resolution Adopting Guidelines for the Submission and Tabulation of Protests in Connection with Rate Hearings Conducted Pursuant to Article XIIID, Section 6, Subdivision (a) of the California Constitution

On Motion by Member Banales, seconded by Member Craft to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

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

10. Minutes of May 2, 2022

11. Receive and File the Treasurer’s Report for the Quarter Ending March 31, 2022

12. Adoption of a City Council Resolution Accepting the Plans and Specifications,

Allocating Funds and Awarding Project 3117, Patch Paving, Sealing and Striping Project

13. Adoption of a City Council Resolution to Accept Project 5204, 2013 Citywide Water and Sewer Rehabilitation Project as Complete and Authorize the City Engineer to File a Notice of Completion

14. Adopt a Resolution Accepting Project 5208, the Montezuma Slough Pump Station Reconstruction as Complete and Direct the City Engineer to File a Notice of Completion

15. Pittsburg Power Company Resolution Authorizing the Executive Director to Execute Consulting Services Agreement for "On-Call" Utility Electrical Engineering Services

16. Adoption of an Ordinance for Municipal Code to Prohibit Spectators at Illegal Speed Contests, Exhibitions of Speed, or Sideshows

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Member Craft commented on the Senior Health and Resources Fair at the Pittsburg Senior Center and the Darrell Daniels Community Day event. Finally, Member Craft noted a Celebration of Life in honor of Annette Landry, former City of Pittsburg Housing Director, will be held on May 21, 2022.

Vice-Mayor Scales-Preston commented the Family Fun Fridays and the Senior Health and Resources Fair, Darrell Daniels event and the Veterans Square Grand Opening she attended with Member Craft.

Member Killings remarked on the work of Innovation Bridge with the My Brothers Keeper Summit held at Los Medanos College. Member Killings thanked the Police Department and all coaches involved in the softball game at the Darrell Daniels.

Mayor White commented on the Veterans Square Grand Opening and recognized Janis Glover for her efforts during her time with the Pittsburg Art and Community Foundation, as well as community partners and city staff who made the project possible. He attended the My Brothers Keeper Summit. In closing, Mayor White stated he intends on not seeking re-election. He thanked everyone who has been helpful and motivated behind progress.

ADJOURNMENT

The City Council adjourned at 8:10 P.M. to June 6, 2022.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: By Minute Order, Approve City Council Recesses for Summer Months

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

Historically, the City Council takes recesses during the summer months to allow for both staff and City Council vacations. Both the recess and the scheduled dates are at the discretion of the City Council.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

By Minute Order, approve recess of the City Council on the July 4, 2022 and September 5, 2022 meetings.

BACKGROUND

The City Council historically takes recesses throughout the year to allow for both staff and City Council vacations.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City Council typically recesses the meeting during the first week of July and the first meeting of September. The first Monday in July falls during the week of the Independence Day holiday. The first Monday in September falls during the week of Labor Day. To avoid any potential lack of quorum for these meetings, it is preferred to cancel the meetings of July 4 and September 5. These recesses would allow for vacation accommodations for both staff and City Council.

Report Prepared By: Amanda McVey, Assistant 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 Making Findings in Support of Continuing to Hold Public Subcommittee Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

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

FISCAL IMPACT

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

RECOMMENDATION

The City Council adopt the attached resolution, continue in-person meetings with the exception of subcommittee meetings which will remain virtual.

BACKGROUND

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

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

On September 16, Governor Newsom signed Assembly Bill 361 which amended the Brown Act to allow local legislative bodies to continue to meet remotely during proclaimed states of emergency under specified conditions and so long as certain findings are made by a majority of the legislative body. As detailed in the attached resolution, findings were made on May 2, 2022, and are effective for 30 days.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

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

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

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

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

The City Council resolution, if approved, would authorize teleconferenced meetings of subcommittees.

Making the findings would allow teleconferenced meetings for the next 30 days.

ATTACHMENTS: Resolution

Report Prepared By: Garrett Evans, City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

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

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

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

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

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

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

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

WHEREAS, in September 2021 the State Legislature passed Assembly Bill 361, which was signed into law by the Governor on September 19, 2021; and

WHEREAS, AB 361 amended the Brown Act at Government Code Section 54953 to allow, until January 1, 2024, a legislative body to use teleconferencing without adhering to specified requirements so long as, among other circumstances, the meeting is held during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and so long as the legislative body reconsiders the circumstances every 30 days; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for public meetings, which recommendations include social distancing; and

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

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

WHEREAS, following further improvement in the incidence of COVID cases, the City Council adopted Resolutions on April 4, 2022, and May 2, 2022 to authorize in-person public participation and in-person attendance by members of the City Council and commissions, and otherwise fully teleconferenced meetings for subcommittees; and

WHEREAS, with the emergence of the Omicron variant, which may spread more easily than other variants, and in the wake of holiday gatherings of persons, the incidence of COVID increased markedly and then decreased but continues to be transmitted in the community.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby makes the following findings:

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

2. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 21, 2021, and on March 1, 2022, issued a recommendation for social distancing, among other recommendations, during public meetings.

BE IT FURTHER RESOLVED that the City Council hereby approves meetings of subcommittees to be held by teleconference in compliance with California Government Code Section 54953(e). As there are numerous subcommittees, some which are comprised of members of more than one legislative body, and meet frequently, for the protection of the health of attendees all subcommittee meetings are to be held by teleconference.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of June 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Holland Barrett White, Mayor

ATTEST:

Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve the Preliminary Engineer's Report, Declare the City Council's Intent to Levy and Collect Assessments in Landscaping and Lighting Assessment District 1988-01 for Fiscal Year 2022-23, and Set a Date to Conduct a Public Hearing

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

Pursuant to state statutes governing the renewal of assessment districts, the City Council is being asked to adopt the resolution approving the preliminary Engineer's Report for Citywide Landscaping and Lighting Maintenance Assessment District 1988-01 (District 88-01) Fiscal Year 2022-23, and to set July 18, 2022, as the date for a public hearing for this matter.

FISCAL IMPACT

The Public Works Department estimates that the City will expend $5,618,571 during Fiscal Year 2022-23 to manage the District. Without the assessment, the General Fund would be responsible for the entire amount.

The District will have a beginning fund balance of $414,987, receive $105,000 in Measure C contributions, $2,600 in other interest revenue, a transfer-in of $166,210 for assessments on City-owned and subsidized properties, collect $3,136,994 in assessments, and $2,633,776 in General Fund contributions ($50,584 for general benefit cost and $2,583,192 for gap funding). The total revenue for Fiscal Year 2022-23 will be $6,459,567.

RECOMMENDATION

City Council adopt a resolution approving the preliminary Engineer's Report, declare the City Council's intent to levy assessments in Landscaping and Lighting District 88-01 for Fiscal Year 2022-23, and set the public hearing date for this matter as July 18, 2022.

BACKGROUND

On June 6, 1988, the City Council confirmed the Engineer's Report, ordered improvements, and levied the first annual assessment for District 88-01, Citywide. Since then, the funds collected annually by this district go to support the City's landscaping and lighting operations.

Services provided by District 88-01 include:
- Park Maintenance, Including Park Related Structures (restrooms, park facilities)
- Street Median and Rights-of-Way Landscaping Maintenance
- Street Tree Maintenance
- Sidewalk Repair Related to Street Tree Damage Only
- Street Light Energy, Maintenance, and Replacement Costs

On May 2, 2022, the City Council approved Resolution 22-14086, directing the Engineer of Work, Richard Abono, to file an annual Engineer's Report for Fiscal Year 2022-23 in accordance with the Landscaping and Lighting Act of 1972. That report has been prepared and is on file in the Office of the City Clerk.

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

Landscaping and Lighting Assessment District 1988-01 Citywide has been in existence for 35 years, and the funds collected are necessary to maintain its current level of street lighting and landscaping throughout the City.

The assessment amounts collected are limited by the formation documents. The assessment amount for a residential land use, City category codes 01, 21, 22, 23, 24, 25 and 29, is $102.18 per benefit factor. All other parcels including commercial, institutional, industrial, churches, and non-profits pay an assessment amount of $77.18 per benefit factor. There is no Consumer Price Index (CPI) adjustment factor for District 88-01.

The Public Works Department has implemented maintenance level reductions in the past by eliminating feature planting bed areas and using recycled water and a Central Irrigation Control System. Public Works has also reduced maintenance costs by reducing part-time labor, eliminating street name sign lighting at major intersections, and by using LEDs for City streetlights to reduce PG&E costs. These strategies have been effective in reducing costs and preventing large increases in the General Fund subsidy. Without District 88-01, the General Fund would be responsible for the entire expense amount.

State statutes mandate the annual renewal procedures for District 88-01. This is the second step of that process wherein the City Council is asked to consider and approve the Engineer's Report and to set a public hearing for this matter on July 18, 2022.

ATTACHMENTS: Resolution
Preliminary Engineer's Report
Assessment District Map

Report Prepared By: Sharon Paz, Administrative Specialist

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Approving the Preliminary Engineer's Report, Declaring the City Council's Intent to Levy and Collect Assessments in Landscaping and Lighting Assessment District 1988-01 for Fiscal Year 2022-23, and Setting a Date to Conduct a Public Hearing	)	RESOLUTION NO. 22-

WHEREAS, on May 2, 2022, the City Council approved Resolution 22-14086 directing the Engineer of Work, Richard Abono, to file an annual Engineer's Report for Fiscal Year 2022-23 for Citywide Landscaping and Lighting Assessment District 1988-01; and

WHEREAS, the assessment pays for maintenance and improvements to street lights, street trees, concrete replacement due damage caused by street trees, landscaping of facilities, rights-of-way, medians; and

WHEREAS, on June 1, 2022, the Engineer of Work has filed with the City Clerk the preliminary report required by the Landscaping and Lighting Act of 1972; and

WHEREAS, all interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the district.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the preliminary Engineer's Report filed with the City Clerk, intends to levy and collect assessments within Citywide Assessment District 1988-01 during Fiscal Year 2022-23, and sets the date of July 18, 2022, to conduct a public hearing on the matter of the levy of the proposed annual assessments during its regularly scheduled meeting pursuant to Section 22553 of the Streets and Highways Code.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of June 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

City of Pittsburg
Contra Costa County, California

ENGINEER'S REPORT

CITY OF PITTSBURG LANDSCAPING and LIGHTING ASSESSMENT DISTRICT 1988-01

FISCAL YEAR 2022-23

Prepared By:

Richard Abono
City Engineer
City of Pittsburg, California
June 6, 2022

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CITY OF PITTSBURG

CITYWIDE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT 1988-01

FISCAL YEAR 2022-23

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City of Pittsburg.

Dated: _____ By: _____
Richard D. Abono, PE
RCE No. C65440

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached, was filed with me on the _____day of _____, 2022.

Alice E. Evenson, City Clerk
City of Pittsburg
By_____ Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Pittsburg, Contra Costa County, on the _____ day of _____, 2022.

Alice E. Evenson, City Clerk
City of Pittsburg
By_____ Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was filed with the County Auditor of the County of Contra Costa, on the _____ day of _____, 2022.

By: _____
Richard D. Abono, PE
RCE No. C65440

II. Introduction

In June 1988, the City Council confirmed the Engineer's Report, ordered improvements, and levied the first annual assessment for Landscaping and Lighting District 1988-01. The assessment was originally set at $69.24 per benefit factor, increased to $77.18 per benefit factor in Fiscal Year (FY) 1990-01 and was affirmed by voters in the 1996 General Election.

This report is for Fiscal Year 2022-23, the thirty-fifth fiscal year of the District's operation. For each parcel of land in the District, the report recommends assessments, which, when combined with a contribution from the general fund, are sufficient to fund the projected FY 2022-23 budget for operation, maintenance, servicing, replacement, and installation of District improvements.

The Citywide Landscaping and Lighting Assessment District 1988-01 includes all the incorporated City of Pittsburg, except Oak Hills Landscaping and Lighting Assessment District 1988-02, located along West Leland Road and Bailey Road. The assessment diagram depicting the boundaries of District 1988-01 is on file in the Office of the City Clerk of the City of Pittsburg and is incorporated herein.

For FY 2007-08 and all years thereafter, the City increased the assessment for residential land use, (City category codes 01, 21, 22, 23, 24, 25 and 29), for a total assessment of $102.18 per benefit factor. All other parcels including commercial, institutional, industrial, churches, and non-profit will continue to pay the current assessment of $77.18 per benefit factor. In accordance with Proposition 218, the City conducted a mailed ballot election for the assessment increase.

III. Engineer’s Report

This Preliminary Engineer's Report for the Pittsburg Landscaping and Lighting Assessment District 1988-01 is submitted, pursuant to Resolution 22-14086 of the Pittsburg City Council and under the provisions of the Landscaping and Lighting Act of 1972, Section 22500 through 22679 of the California Streets and Highways Code.

I, Richard D. Abono, the duly appointed Engineer of Work, Assessment Engineer for the Citywide Landscaping and Lighting District 1988-01, submit the following Report consisting of three sections and including the following five parts:

Part A: Description of Improvements—This part describes the improvements in the district. For a more detailed description, refer to the listing of improvements incorporated within this report.

Part B: Estimate of Revenue and Cost—This section contains estimated maintenance costs of the district’s assets supported by the proposed FY 2022-2023 assessment revenue. The FY 2022-2023 cost and revenue estimates are on file in the City of Pittsburg City Clerk’s office and are incorporated herein.

Part C: Method of Apportionment of Assessment—This section describes the assessment apportionment within the district, based upon parcel classification in proportion to the estimated special benefit received by each parcel.

Part D: Assessment District Diagram—This part incorporates a Diagram of the District showing the exterior boundaries of the District and the boundaries of Landscaping and Lighting District 1988-02, which is also located within the 1988-01 District boundaries. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Contra Costa for the fiscal year when this Report was prepared.

Part E: Property Owner List and Assessment Roll—This part contains a list of the Assessor Parcel numbers of Contra Costa County, and the net amount to be assessed upon the benefited lands within the District for FY 2021-22. The Assessment Roll is filed in the Office of the Pittsburg City Clerk and incorporated in this Report by reference. The list is keyed to the records of the Contra Costa Assessor Parcel Map Numbers.

A. Description of Improvements

The Pittsburg Landscaping and Lighting Assessment District 1988-01 provides for the levy and collection of assessments to pay for maintenance of parks, street trees, and the landscaping along public rights-of-way, in street median islands and around public buildings, in neighborhood and community parks, as well as sidewalk repair related to street tree damage, and maintenance and utility bills. Other incidental costs included in District operations are the cost of preparation of the report, cost payable to the County for collection of assessments, cost for compensation of any engineer or attorney employed to render services, and any cost associated with any elections held for the approval of a new or increased assessment.

Streetlights—The street lighting system includes all streetlights within the public right-of-way, easements, and public parks. There are a total of 4,283 streetlights of which 1,973 are City owned and 2,232 are PG & E owned within the 1988-01 Citywide Landscaping and Lighting District.

Street Trees—Maintenance of all street trees located within the public rights-of-way or a street tree maintenance easement.

Concrete—Repair or replacement of sidewalk damaged by street trees and/or sidewalks adjacent to City-owned properties.

Landscaping—Maintenance and servicing of public parks and facilities, medians, rights-of-way, and feature planting areas located within the district and described in Tables 1, 2, 3, and 4 of this Report. Improvements include but are not limited to trimming, pruning, weeding, fertilizing, irrigation, trash removal, sprinkler repair, plant replacement, and other necessary maintenance programs.

Table 1—Parks & Facilities

8th Street Linear Park Harbor St to Herb White Way	**Highlands Ranch Park** Rangewood Dr
Americana Park 110 Salinas Ct	**Hillsdale Park** 2240 Daffodil Dr
Buchanan Park 4150 Harbor St	**John Buckley Square** Railroad Ave / 5th St / 6th St / Black Diamond St
California Seasons Park 1951 Seasons Way	**Marina Center** 340 Marina Blvd
Central Park/POSCO East of Columbia St at Central Ave	**Marina Walk Park** 200 W 7th St
City Hall 65 Civic Ave	**Mariner Walk Park** Herb White Way
City Park Civic Ave at Railroad Ave	**Oak Hills Park** Southwood Dr and Woodhill Dr
Central Harbor Pittsburg Marina	**Pittsburg Senior Center** 300 Presidio Ln
Columbia Street Linear Park Pittsburg-Antioch Highway to Central Ave	**Riverview Park** 2 River Park Dr
Community Youth Center 60 Civic Ave	**Santa Fe Linear Park** Columbia St to Harbor St
De Anza Park East Trident Dr	**Small World Park** 2551 Harbor St
East Bay MUD Trail Railroad Ave to East City Limits	**Stoneman Park North** 790 West Leland Rd
Environmental Center 2581 Harbor St	**Stoneman Park South (undeveloped)** 2255 John Henry Johnson Pkwy
Harbor Street Trailhead Harbor St at EBMUD Right-of-Way	**Stoneman Trailhead** John Henry Johnson Pkwy
Heritage Plaza 120 East 4th St	**Village at New York Landing** 240 Pebble Beach Loop
Highlands Park 4215 St. Paul Cir	**Woodland Hills Park** 315 Alta Vista Cir

Table 2—Medians

E 3rd St Marina Blvd to East St	**Marina Blvd** Bayside Dr to E 3rd St
W 10th St Railroad Ave to Beacon St	**McFaul Dr** At Buchanan Rd
Bailey Rd West Leland Rd to Highway 4	**Meadowbrook Ave** Stoneman Ave to Fallenleaf Way
Buchanan Rd Railroad Ave to Crestview Dr	**Meadows Ave** South of Buchanan Rd
Civic Ave Davi St to Railroad Ave	**Power Ave** Andrew Ave to W Catamaran Cir
Campbell Drive At Buchanan Rd	**Railroad Ave** E 5th St to South City Limits
Capitola Pl Capitola Pl to Cumberland St	**Railroad Avenue** At Buchanan Rd
Century Blvd E Leland Rd to Somersville Rd	**Range Rd** Willow Pass Rd to Southerly Terminus
Gladstone Dr Loveridge Rd to Arlington Cir	**San Marco Blvd** Highway 4 to South Terminus
Harbor St E 3rd St to Stoneman Ave	**Santa Ana Dr** At Buchanan Rd
Inverness Drive At Buchanan Rd	**Santa Teresa Dr** San Marco Blvd to W Leland Rd
E Leland Rd Railroad Ave to Century Blvd	**Suzanne Dr** At Buchanan Rd
W Leland Rd Extension Southwood Dr to San Marco Blvd	**Ventura Dr** At Buchanan Rd
W Leland Rd San Marco Blvd to Santa Teresa Dr	**Ventura Dr** South of Buchanan Rd
Loveridge Rd Buchanan Rd to Highway 4	**McDermott Ave** At Buchanan Rd
Loveridge Rd North of State Highway 4	

Table 3—Rights-of-Way

E 3rd St—Marina Blvd parking lot	**W Leland Rd**—Burton Ave to San Marco Blvd
E 3rd St—Marina Blvd to East St tree wells	**W Leland Rd**—San Marco Blvd to Santa Teresa Dr
E 6th St—Railroad Ave parking lot	**Loveridge Rd**—Stoneman Ave to Ventura Dr
E 8th St—Harbor St to Cumberland St	**Marina Blvd**—E 5th St (Lapori Building parking lot)
W 8th St—Mitigation Project at Herb White Way	**Marina Blvd (south)**—Bayside Dr to West St
Alves Ranch Rd—South of W Leland Rd	**N Parkside Dr**—Cannery Ave
Bayside Dr (west side)—Marina Blvd to River Park Dr	**PG&E Berm (west)**—Perimeter of Bayside Knolls
Buchanan Rd (north)—Harbor St to Ventura Dr	**Pittsburg-Antioch Hwy**—Mitigation Project at Kirker Creek
Buchanan Rd (south)—Quercas Ln to east City limits	**Polaris Dr**—E Catamaran Cir to Trident Dr
California Ave—East of Loveridge Rd	**Power Ave (north)**—River Run Subdivision
Capitola Pl—Capitola Dr to Cumberland St	**Range Rd**—Northerly Terminus to W Leland Rd
E Catamaran Cir (east)	**Railroad Ave (west)**—Frontage Rd to Alvarado Ave
Central Harbor Pkwy—Launch ramp and parking lot	**Railroad Ave**—California Ave to E 10th St
Central Waterfront Basin III	**Railroad Ave**—NE corner of E 17th St
Cumberland St—E 3rd St to E 8th St	**Railroad Ave (east)**—California Ave to Victory Ave
Fawn Glen Ct	**Railroad Ave & Buchanan Rd**—NW corner
Freshwater Ct	**Range Rd**—Willow Pass Rd to Southerly Terminus
Frontage Rd—Burton Ave to Dover Way	**San Marco Blvd**—South of Highway 4
George Lowy Marina	**Santa Teresa**—San Marco Blvd to W Leland Ave
Harbor St—E Santa Fe Ave to E 3rd St	**Stoneman Ave**—Harbor St
Historical District (Railroad Ave)—E 8th St to E 3rd St	**Ventura Drive**—Buchanan Rd
Harbor St (east)—Between School St and Army St	**Willow Ave**—Bailey Rd
E Leland Rd (north)—Freed Cir	**Willow Pass Rd**—Dory Rd to West City limits
E Leland Rd (south)—Leland Ct and Stoneridge Dr	**Oakpoint Dr**
	Quiet Path Pl

Table 4—Feature Planting Bed Areas

Buchanan Park Entrance Sign & Planter Harbor St	**Muniz Plaza** West Side Railroad Ave at E 3rd St and E 4th St
City Hall Planter Beds 65 Civic Ave	**Oak Hills South Entry Monument** Woodhill Dr
City Park Entrance Sign Railroad Ave	**Oak Hills Unit 5** Oakpoint Dr
City Park Memorial Railroad Ave	**Pelican Loop Entry** At Marina Blvd
Fisherman Monument E 3rd St at Railroad Ave	**Plaza Fountain** E 5th St at Black Diamond St
Fishing Boat Monument Marina Blvd at E 3rd St	**Railroad Ave** At Alvarado Ave
Harbor St At Presidio Ln	**Railroad Ave** At 17th St
Harbor St Trailhead	**Railroad Ave at E 5th St** Steel Worker Statue
E Leland Rd At Easternly City Limit	**Raised Planter Beds** Railroad Ave at E 3rd St
Leland Rd and Railroad Ave All Corners	**San Marco Blvd** South of Highway 4
Marina Blvd At E 4th St	**Small World Park Entry Sign** Harbor St
Marina Center 340 Marina Blvd	**Small World Park Feature Areas** Pond, Railroad Track, Circular Beds
Marina District Sign E 8th St and Railroad Ave	**Veterans & Stoneman Memorial** Small World Park on Harbor St
Meadows Ave South of Buchanan Rd	

B. Estimate of Cost

Projected Revenue and Expense FY 2021-22

Fund Balance, July 1, 2021		$565,337
Projected Revenue FY 2021-22		
Assessment Posted to Roll	$3,074,649	
Projected Measure C (Concrete Repair)	$105,000	
Reimbursements	$ 3,639	
Other Revenue (Investment Earnings LAIF & Other)	$2,692	
Projected General Fund Contribution	$1,633,776	
Projected-In from G/F-L&L Assessment	$166,210	
Less Projected Expense July 2021-June 2022	($5,013,083)	
Projected Fund Balance, July 1, 2022		$414,987

Estimate of Cost FY 2022-23

Street Light Operation & Maintenance		
Energy	$365,000	
Reserve for New Lights	$ 0	
Rate Increases	$ 0	
Repair & Equipment Maintenance	$714,553	
Total Street Light Operation & Maintenance		**$1,079,553**
Street Trees & Concrete Repair		
Maintenance & Replacement of Trees & Equipment	$555,562	
Concrete Repair	$132,683	
Total Street Trees & Concrete Repair		**$688,245**
Landscaping Operation & Maintenance		
Maintenance, Repair, Materials, Supplies, Water Contracts, Etc. for Parks and Facilities	$2,582,267	
Maintenance, Repair, Materials, Supplies, Water Contracts, Etc. for Medians & Rights-of-Way	$860,755	
Contingency for Maintenance, Repair & Replacement of Vehicles and Equipment	$247,129	
Total Landscaping Operation & Maintenance		**$3,690,151**
Administration		**$160,622**
Total Costs		**$5,618,571**
Less Beginning Fund Balance, July 1, 2022		($414,987)
Less Measure C Funds (Concrete Repair)		($105,000)
Less General Fund Contributions for Gap Funding		($2,583,192)
Less General Benefit (from General Fund)		($50,584)
Less Other Revenue (Investment Earnings LAIF & Other)		($2,600)
Less Transfer-In from G/F City-Owned/Subsidized L&L Assessment		(166,210)
NET COST AND TOTAL AMOUNT TO BE ASSESSED (1)		**$3,136,994**

(1) This includes the General Fund subsidy for City assessments $80,445, Public School Parcels $74,794, State Board of Equalization/Post Office Properties $5,983, and Housing Authority assessments $4,986.

Table 5—Total Assessments by Land Use Category

Category Code	Land Use Category (From Table 1)	Parcel Count	Benefit Factors	Assessment
01	Single Family Residential	16,797	16,797	1,716,317.46
21	2 Units, Residential	302	449.38	$45,916.08
22	3 Units, Residential	18	40.01	$4,088.88
23	4 Units, Residential	68	200.74	$20,511.52
24	Combo With More Than 1 Residence	17	39.95	$4,082.00
25	Multi-Family, 5 or More Residences	50	2,743.85	$280,367.34
29	Condos, Co-ops, Clusters	396	297.00	$30,349.44
	Total Residential	**17,648**	**20,567.93**	**$2,101,632.72**
25/60	Multi-Family/Commercial	4	294.4301	$30,084.90
	Total Mixed Use	**4**	**294.43**	**$30,084.90**
39	Vacant Commercial & Institutional	71	666.02	$51,403.62
50	Developed Industrial	196	4,967.38	$383,383.34
59	Vacant Industrial	70	977.45	$75,440.16
60	Developed Commercial & Institutional	354	5,838.54	$450,620.36
71	Churches	52	208.00	$16,053.44
85	Parking Lots	49	335.66	$25,906.50
90	Non-Profit Organizations	8	32.00	$2,469.76
	Total Commercial, Institutional, Industrial, Churches, Parking Lots and Non-Profit	**800**	**13,025.05**	**$1,005,277.18**
	Totals	**18,452**	**33,887.41**	**$3,136,994.80**

C. Method of Apportionment of Assessment

Calculation of Assessment and Assessment of New Parcels

The City Engineer has developed and proposed an equitable method for distributing the costs of maintaining the City lighting, landscaping, and parks. That method:

- Determines the relative benefit received by each parcel based on type and intensity of land use;
- Derives a numerical expression to determine the special benefit (benefit factor);
- Determines the costs for maintenance of the District improvements;
- Derives an actual cost per unit of benefit (unit cost) by dividing the total estimated costs based on actual maintenance costs to cover all District cost by the total benefit factors; and
- Derives an applied assessment for each parcel based on an assessment per benefit factor of $102.18 for residential parcels and $77.18 for commercial, institutional, churches, parking lots, and non-profit parcels.
- Analyzes the actual costs per unit benefit for each parcel and the applied assessment for each parcel and calculates a City General Fund subsidy for all uses between actual District costs and applied assessment.

The assessment method asserts that: 1) all assessable parcels in the District benefit from the improvements because they are similarly distributed throughout the District; 2) the benefit for each property varies according to the use of the property and the intensity of that use, and for a given intensity of use, similar land uses will derive similar benefits; 3) the subsidy currently provided by the City is based on the actual maintenance cost to the District; 4) the subsidy currently provided to both residential and non-residential property is consistent with the goals of the community and City Council by offering a larger subsidy to commercial and industrial uses to increase economic development and generate and/or maintain jobs in the City; 5) the general benefit for the public at large is far less than the amount the City is currently contributing.

Newly developed areas within Citywide Landscaping and Lighting District 1988-01 will be assessed if a final map has been recorded and the parcel has been created by the date established by the County Assessor's Office for inclusion on the Assessment Roll. Vacant residential parcels are currently not assessed. Therefore, an assessment will be levied once a structure is declared final by the Engineering Department, Building Division.

The establishment of the LLAD and its assessment methodology occurred prior to passage of Proposition 218. The provisions of Proposition 218 require that all parcels, including those that are owned by any agency (local, state or federal), that benefit from the improvements within the District cannot be exempt from assessments "*unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit."* Proposition 218 also requires that all existing, new, or increased assessments shall comply with the provisions of Proposition 218. Therefore, after the passage of Prop. 218, the City began imposing assessments on public property to ensure conformance with state law. The City has however, committed to subsidize 100% of the assessments to be levied on public school parcels

in the City of Pittsburg. The subsidy for the public-school parcel assessment is $74,794. In addition, the General Fund will also pay the City assessments, which total $80,445, and Housing Authority assessments totaling $4,986. The public parcel list included in the Lighting and Landscaping District 88-01 includes but is not limited to the following agencies: City of Pittsburg, Contra Costa County, EBMUD, Contra Costa County Fire Protection District, BART, and the State of California.

Table 6—Land Use Categories

Category Code*	Land Use Category Description
00	Non-assessable Parcels Including: Undeveloped Residential Parcels, Non-buildable Parcels, District Open space, Parks, Playgrounds, etc.
01	Single Family Residential
21	Two Units, Residential
22	Three Units, Residential
23	Four Units, Residential
24	Combinations With More Than One Residence
25	Multi-Family Residential, Five or More Units
29	Condo, Co-Op, Cluster, P.U.D. Attached
39	Vacant Commercial and Institutional
50	Developed Industrial
59	Vacant Industrial
60	Developed Commercial and Institutional
71	Churches
85	Parking Lots
90	Nonprofit Organizations

**Category Codes Were Created for the Purpose of this Assessment District*

CONTRA COSTA COUNTY USE CODES

5	**Industrial**
50	Vacant Land
51	Industrial Park (with structures)
52	Research and Development, with or without structures
53	Light industrial
54	Heavy industrial
55	Mini-warehouse (public storage)
56	Miscellaneous improvements, including trees & vines on light or heavy industrial
59	Pipeline rights-of-way
6	**Land**
61	Rural, residential improved; 1 to 10 acres
62	Rural, with or without miscellaneous structures, 1 to 10 acres
63	Urban acreage, 10 to 40 acres
64	Urban acreage, more than 40 acres
65	Orchards, vineyards, row crops, irrigated pastures, 10 to 40 acres
66	Orchards, vineyards, row crops, irrigated pastures, over 40 acres
67	Dry farming, grazing and pasturing, 10 to 40 acres
68	Dry farming, grazing and pasturing, over 40 acres
69	Agricultural preserves
7	**Institutional**
70	Convalescent hospitals and rest homes
71	Churches
72	Schools & colleges, public or private, with or without improvements
73	Hospitals, with or without improvements
74	Cemeteries, mortuaries
75	Fraternal and service organizations, group homes, shelters
76	Retirement housing complex
77	Cultural uses (libraries, museums)
78	Parks and playgrounds
79	Government-owned, with or without buildings (federal, state, city, BART)
8	**Miscellaneous**
80	Mineral rights (productive/nonproductive)
81	Private roads
82	Pipelines and canals
83	State board assessed parcels
84	Utilities, with or without buildings (not assessed by SBE)
85	Public and private parking
86	Taxable municipally-owned property
87	Common area parcels in PUD's (open spaces, recreational facilities)
88	Mobile home
89	Other; split parcels in different Tax Code Areas
45	Theaters
46	Drive-in restaurants (hamburger, taco, etc.)
47	Restaurants (not drive-in; inside service only)
48	Multiple and commercial; miscellaneously improved
49	New car auto agencies

General Benefit

The City may only assess property owners for that portion of the costs which provide a special and direct benefit to the properties located within the boundaries of the District. General benefits are not assessable, and the City must fund that portion of the improvements which provides a general benefit to the public at large with some other funding source, such as the general fund. The 1972 Act does not specify a formula or method to use when determining the amount of general versus special benefit. The Engineer of Work is responsible for conducting the general versus special benefit analysis and then making a recommendation to the City Council, which makes the final determination. The general benefit analysis is summarized below.

Street Lighting

The City recognizes that a portion of the maintenance, operation, and servicing of the City's streetlights on arterial streets that are funded by the District provides a general benefit to the public at large. Therefore, the City contribution to the District for any general benefits incurred by the maintenance, operation, and services on arterial roadways is estimated to be 3% of the operation and maintenance cost. This estimate was derived by determining the percentage of arterial roadway included in the District and multiplying that by the percent benefit assumed for traffic operations. This amount totals $32,386 for FY 2022-23

Park Maintenance

The District provides operation and maintenance for approximately 250 acres of City-owned neighborhood and community parks, open space, and recreation facilities. For the purpose of calculating general benefit, it was assumed that casual park use by non-residents (park users not participating in a scheduled program) is de minimus because of the local nature of park use and the condition and popularity of parks in adjacent communities. Therefore, the general benefit derived for park and facility operation and maintenance is based solely on programs currently offered by the Pittsburg Recreation Department. It was estimated that 24% of the park area and facilities in the District have recreation programs offered. Based on data sampled, 15% of the participants registered for these programs for this year are non-residents. Lastly, it was estimated that 14% of the yearly daylight hours are being used by recreation programs offered by the Recreation Department. Therefore, the estimated general benefit for operation and maintenance for parks and facilities is .5% or $18,198 for FY 2022-23.

The total general benefit for FY 2022-23 is $50,584, which is less than 1% of the total cost to maintain the District. This amount will be paid out of the General Fund. It is anticipated that the general benefit will remain consistent each fiscal year and will be reassessed in 4 years to determine if any significant changes in estimates exist.

Residential Benefit

For residential parcels, the measure of the intensity of land use is based on the number of dwelling units on a parcel. Multiple dwelling unit residences receive increased benefits as the number of units on a parcel increase. However, the incremental benefit per unit decreases as the number of units increase. In other words, a single-family home's Benefit Factor is 1.00, a condominium's benefit factor is 0.75, a four-plex's Benefit Factor is 2.95. A four-plex does not have four times the special benefit of a single-family home, but its benefit is larger than that of a single-family home. Each additional unit in a residential complex adds benefit but less benefit than the previous unit added.

Commercial and Industrial Benefit

For nonresidential parcels, the intensity of use is based on the parcel's area and its frontage along public streets. Benefits from District improvements are estimated to rise with increasing parcel area and frontage. Once again, however, the incremental benefit per unit of area or frontage decreases with increasing parcel size or frontage.

Two separate land use categories are used for nonresidential parcels: "industrial" and "commercial/institutional". These two nonresidential categories are further divided according to whether a parcel is developed or vacant. The assessment methodology estimates that the benefit to a vacant parcel is fifty (50) percent of the benefit to a developed one. Parking lots are defined as vacant commercial/institutional parcels and are thus assessed at the fifty (50) percent benefit level.

Mathematical Benefit Calculation

The total benefit estimate for a given benefit measure can be calculated from formulas determined by the Engineer of Work that closely estimate the special benefit. Those formulas, charts denoting benefit given parcel use and size, and sample calculations are on pages 16 through 25 of this report.

Assessment Calculation

After estimating the special benefits received by each parcel, the assessments are calculated. A parcel's assessment is determined by multiplying that parcel's benefit factors times the applied assessment per benefit factor. The applied assessment per benefit factor is $102.18 for residential uses and $77.18 for all others.

Cost estimates for FY 2022-23 operation, maintenance, and administration of the District are listed on Page 8. The assessment amount for each benefit factor for residential and other is determined as follows:

Actual Assessment Per Benefit Factor

All Uses

Total Cost to Maintain the District	$5,618,571
Divided By Total Benefit Factors	33,887.41
Equals-Actual Assessment Per Benefit Factor to Cover All District Maintenance Costs	$165.80

Applied Assessment Per Benefit Factor

Residential

Total Amount to Be Assessed	$2,131,717.62
Divided by Total Benefit Factors	20,862.36
Equals-Assessment Per Benefit Factor Residential	$102.18
(Shortfall from Actual Cost $63.62 per benefit factor)	

Commercial, Institutional, Industrial, Churches, and Non-Profit ("Other")

Total Amount to Be Assessed:	$1,005,277.18
Divided by Total Benefit Factors	13,025.05
Equals Assessment Per Benefit Factors (Other)	$77.18
(Shortfall from Actual Cost $88.62 per benefit factor)	

City Subsidy per Benefit Factor

Residential

$165.80 less $102.18	$63.62 per benefit factor

Commercial, Institutional, Industrial, Churches, and Non-Profit ("Other")

$165.80 less $77.18	$88.62 per benefit factor

For each land use category, Table 5 summarizes the number of parcels, the subtotal benefit factors, and the applied assessment per benefit factor. The applied assessment for a residential land use, City category codes 01, 21, 22, 23, 24, 25 and 29, is $102.18 per benefit factor. All other parcels including commercial, institutional, industrial, churches, and non-profit will pay $77.18 per benefit factor. This amount is still less than the actual assessment per benefit factor to cover all District costs based on actual maintenance costs, which is $165.80. Therefore, the City will continue to subsidize residential uses by $63.62 per benefit factor and non-residential uses by $88.62 per benefit factor. This is consistent with the goals of City Council and the community to encourage economic development and create and/or maintain jobs in the City of Pittsburg.

The resulting assessments for each parcel are listed on the assessment roll and are on

file in the Office of the City Clerk of the City of Pittsburg. This list is available for review.

Calculation of Multi-Family Residential Assessment

The assessment for each parcel with a multi-family residential building is determined by multiplying the Residential Unit Assessment ($102.18) by the parcel Benefit Factor. The parcel's Benefit Factor is determined by the number of dwelling units on the parcel. The Engineer uses one of two formulas for the Benefit Factor Calculation, B_1 or B_2 (below). B_1 is used to calculate the benefit for twenty-five (25) or fewer residential units, and B_2 is used for parcels with more than twenty-five residential units.

Below are 1) The formulas used to calculate the Benefit Factors, and 2) Examples of the calculation. Using these formulas, we have constructed tables showing the number of residential units and the corresponding Benefit Factors (see Appendix "A".)

Residential Benefit Factor calculation uses either:

Formula $B_1 = RO \times M + (S_1 \div 2) \times M^2$ or
Formula $B_2 = RO \times MB + (S_1 \div 2) \times MB^2 + RB \times (M-MB) + (S_2 \div 2) \times (M-MB)^2$;

Where,

M = Number of Dwelling Units
MB = 25
RO = 0.75
RB = 0.60
S_1 = -0.006
S_2 = -0.00038

Where,

B_1 = benefit for a parcel with benefit measure falling within the first line segment of incremental benefit curve

B_2 = benefit for a parcel with benefit measure falling within the second line segment of incremental benefit curve

M = benefit measure (e.g., number of dwelling units on a parcel)

MB = value of benefit measure at the point where two-line segments meet (e.g., number of dwelling units on a parcel)

RO = incremental benefit at benefit measure of 0 (i.e., the y-intercept for incremental benefit curve) (e.g., SFR/dwelling unit)

RB = incremental benefit at point where the two-line segments meet (e.g., dwelling unit number or parcel area or parcel frontage)

S_1 = slope of first line segment of incremental benefit curve (e.g., dwelling unit

number or parcel area or parcel frontage)

S_2 = slope of second line segment of incremental benefit curve (e.g., dwelling unit number or parcel area or parcel frontage)

Substituting the above numbers for letters, the formulas may be simplified to read:

$B_1 = RO \times M + (S_1 \div 2) \times M^2$
$B_1 = 0.75M - (0.006 \div 2) \times M^2$
$B_1 = 0.75M - 0.003 \times M^2$

$B_2 = RO \times MB + (S_1 \div 2) \times MB^2 + RB \times (M-MB) + (S_2 \div 2) \times (M-MB)^2$
$B_2 = 0.75 \times 25 - (0.006 \div 2) \times 625 + 0.60 \times (M-25) - (0.00038 \div 2) \times (M-25)^2$
$B_2 = 18.75 - (0.003) \times 625 + 0.60 \times (M-25) - 0.00019 \times (M-25)^2$
$B_2 = 18.75 - 1.875 + (0.60 \times M) - 15 - 0.00019 \times (M-25)^2$
$B_2 = 1.875 + 0.60M - 0.00019 \times (M-25)^2$

Calculation examples are on the next page.

EXAMPLE 1. Find the Benefit Factors for a residential complex with sixteen (16) units.

16 units are less than twenty-five, so Formula B_1 "$RO \times M + (S_1 \div 2) \times M^2$" is used. That formula has been simplified for this example.

$B_1 = 0.75M - 0.003 \times M^2$
$M = 16$
$B_1 = (0.75)(16) - (0.003)(16^2)$
$B_1 = 12 - 0.768$
$B_1 = 11.232$ Benefit Factors

The Assessment Amount = Benefit Factors Times the Unit Assessment
The Assessment Amount = 11.232 x $102.18 = $1147.69 = $1147.70

EXAMPLE 2. Find the Benefit Factors for a residential complex with one hundred twenty units.

120 units are more than 25, so Formula B_2 [$RO \times MB + (S_1 \div 2) \times MB^2 + RB \times (M-MB) + (S_2 \div 2) \times (M-MB)^2$] is used. That formula has been simplified for this example.

$B_2 = 1.875 + 0.60M - 0.00019 \times (M-25)^2$
$M = 120$
$B_2 = 1.875 + 0.60 \times 120 - 0.00019 \times (120-25)^2$
$B_2 = 1.875 + 72 - 0.00019 \times 9025$
$B_2 = 73.875 - 1.71475$
$B_2 = 72.160$ Benefit Factors

The Assessment Amount = Benefit Factors Times the Unit Assessment
The Assessment Amount = 72.160 x $102.18 = $7,373.31 = $7,373.32

APPENDIX A-
Residential Benefit Factors

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
2	1.488	54	34.115	106	64.228
3	2.223	55	34.704	107	64.797
4	2.952	56	35.292	108	65.366
5	3.675	57	35.880	109	65.934
6	4.392	58	36.468	110	66.502
7	5.103	59	37.055	111	67.070
8	5.808	60	37.642	112	67.637
9	6.507	61	38.229	113	68.204
10	7.200	62	38.815	114	68.770
11	7.887	63	39.401	115	69.336
12	8.568	64	39.986	116	69.902
13	9.243	65	40.571	117	70.467
14	9.912	66	41.156	118	71.032
15	10.575	67	41.740	119	71.596
16	11.232	68	42.324	120	72.160
17	11.883	69	42.907	121	72.724
18	12.528	70	43.490	122	73.287
19	13.167	71	44.073	123	73.850
20	13.800	72	44.655	124	74.413
21	14.427	73	45.237	125	74.975
22	15.048	74	45.819	126	75.537
23	15.663	75	46.400	127	76.098
24	16.272	76	46.981	128	76.659
25	16.875	77	47.561	129	77.220
26	17.475	78	48.141	130	77.780
27	18.074	79	48.721	131	78.340
28	18.673	80	49.300	132	78.900
29	19.272	81	49.879	133	79.459
30	19.870	82	50.458	134	80.018
31	20.468	83	51.036	135	80.576
32	21.066	84	51.614	136	81.134
33	21.663	85	52.191	137	81.692
34	22.260	86	52.768	138	82.249
35	22.856	87	53.345	139	82.806
36	23.452	88	53.921	140	83.362
37	24.048	89	54.497	141	83.918
38	24.643	90	55.072	142	84.474
39	25.238	91	55.647	143	85.029
40	25.832	92	56.222	144	85.584
41	26.426	93	56.796	145	86.139
42	27.020	94	57.370	146	86.693
43	27.613	95	57.944	147	87.247
44	28.206	96	58.517	148	87.800
45	28.799	97	59.090	149	88.354
46	29.391	98	59.662	150	88.906
47	29.983	99	60.235	151	89.459
48	30.574	100	60.806	152	90.010
49	31.166	101	61.378	153	90.562
50	31.756	102	61.948	154	91.113
51	32.347	103	62.519	155	91.664
52	32.936	104	63.089	156	92.214
53	33.526	105	63.659	157	92.764

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
158	93.314	210	121.372	262	148.403
159	93.863	211	121.902	263	148.913
160	94.412	212	122.431	264	149.422
161	94.961	213	122.960	265	149.931
162	95.509	214	123.488	266	150.440
163	96.057	215	124.016	267	150.948
164	96.604	216	124.544	268	151.456
165	97.151	217	125.071	269	151.963
166	97.698	218	125.598	270	152.470
167	98.244	219	126.124	271	152.977
168	98.790	220	126.650	272	153.483
169	99.335	221	127.176	273	153.989
170	99.880	222	127.701	274	154.495
171	100.425	223	128.226	275	155.000
172	100.969	224	128.751	276	155.505
173	101.513	225	129.275	277	156.009
174	102.057	226	129.799	278	156.513
175	102.600	227	130.322	279	157.017
176	103.143	228	130.845	280	157.520
177	103.685	229	131.368	281	158.023
178	104.227	230	131.890	282	158.526
179	104.769	231	132.412	283	159.028
180	105.310	232	132.934	284	159.530
181	105.851	233	133.455	285	160.031
182	106.392	234	133.976	286	160.532
183	106.932	235	134.496	287	161.033
184	107.472	236	135.016	288	161.533
185	108.011	237	135.536	289	162.033
186	108.550	238	136.055	290	162.532
187	109.089	239	136.574	291	163.031
188	109.627	240	137.092	292	163.530
189	110.165	241	137.610	293	164.028
190	110.702	242	138.128	294	164.526
191	111.239	243	138.645	295	165.024
192	111.776	244	139.162	296	165.521
193	112.312	245	139.679	297	166.018
194	112.848	246	1403195	298	166.514
195	113.384	247	140.711	299	167.011
196	113.919	248	141.226	300	167.506
197	114.454	249	141.742	301	168.002
198	114.988	250	142.256	302	168.496
199	115.523	251	142.771	303	168.991
200	116.056	252	143.284	304	169.485
201	116.590	253	143.798	305	169.979
202	117.122	254	144.311	306	170.472
203	117.655	255	144.824	307	170.965
204	118.187	256	145.336	308	171.458
205	118.719	257	145.848	309	171.950
206	119.250	258	146.360	310	172.442
207	119.781	259	146.871	311	172.934
208	120.312	260	147.382	312	173.425
209	120.842	261	147.893	313	173.916

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
314	174.406	366	199.382	418	223.330
315	174.896	367	199.852	419	223.780
316	175.386	368	200.322	420	224.230
317	175.875	369	200.791	421	224.680
318	176.364	370	201.260	422	225.129
319	176.852	371	201.729	423	225.578
320	177.340	372	202.197	424	226.027
321	177.828	373	202.665	425	226.475
322	178.315	374	203.133	426	226.923
323	178.802	375	203.600	427	227.370
324	179.289	376	204.067	428	227.817
325	179.775	377	204.533	429	228.264
326	180.261	378	204.999	430	228.710
327	180.746	379	205.465	431	229.156
328	181.231	380	205.930	432	229.602
329	181.716	381	206.395	433	230.047
330	182.200	382	206.860	434	230.492
331	182.684	383	207.324	435	230.936
332	183.168	384	207.788	436	231.380
333	183.651	385	208.251	437	231.824
334	184.134	386	208.714	438	232.267
335	184.616	387	209.177	439	232.710
336	185.098	388	209.639	440	233.152
337	185.580	389	210.101	441	233.594
338	186.061	390	210.562	442	234.036
339	186.542	391	211.023	443	234.477
340	187.022	392	211.484	444	234.918
341	187.502	393	211.944	445	235.359
342	187.982	394	2123404	446	235.799
343	188.461	395	212.864	447	236.239
344	188.940	396	213.323	448	236.789
345	189.419	397	213.782	449	237.118
346	189.897	398	214.240	450	237.556
347	190.375	399	214.699	451	237.995
348	190.852	400	215.156	452	238.432
349	191.330	401	215.614	453	238.870
350	191.806	402	216.070	454	239.307
351	192.283	403	216.527	455	239.744
352	192.758	404	216.983	456	240.180
353	193.234	405	217.439	457	240.616
354	193.709	406	217.894	458	241.052
355	194.184	407	218.349	459	241.487
356	194.658	408	218.804	460	241.922
357	195.132	409	219.258	461	242.357
358	195.606	410	219.712	462	242.791
359	196.079	411	220.166	463	243.225
360	196.552	412	220.619	464	243.658
361	197.025	413	221.072	465	244.091
362	197.497	414	221.524	466	244.524
363	197.969	415	221.976	467	2443956
364	198.440	416	222.428	468	245.388
365	198.911	417	222.879	469	245.819

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
470	246.250	522	268.143		
471	246.681	523	268.554		
472	247.111	524	268.956		
473	247.541	525	269.375		
474	247.971	526	269.785		
475	248.400	527	270.194		
476	248.829	528	270.603		
477	249.257	529	271.012		
478	249.685	530	271.420		
479	250.113	531	271.828		
480	250.520	532	272.113		
481	250.967	533	272.520		
482	251.394	534	272.926		
483	251.820	535	273.332		
484	252.246	536	273.738		
485	252.671	537	274.143		
486	253.096	538	274.548		
487	253.521	539	274.952		
488	253.945	540	275.356		
489	254.369	541	275.760		
490	254.792	542	276.163		
491	255.215	543	276.556		
492	255.638	544	276.968		
493	256.060	545	277.370		
494	256.482	546	277.772		
495	256.904	547	278.173		
496	257.325	548	278.574		
497	257.746	549	278.975		
498	258.166				
499	258.587				
500	259.006				
501	259.426				
502	259.844				
503	260.263				
504	260.681				
505	261.099				
506	261.516				
507	261.933				
508	262.350				
509	262.766				
510	263.182				
511	263.598				
512	264.013				
513	264.428				
514	264.842				
515	265.256				
516	265.670				
517	266.083				
518	266.496				
519	266.908				
520	267.320				
521	267.732				

Calculation of Commercial Assessments

The assessment for each parcel with a commercial use building is determined by multiplying the Unit Assessment ($77.18) by that parcel's Benefit Factors. The parcel's Benefit Factors are determined by its area and street frontage. The formula for calculating a parcel's Benefit Factors is a detailed formula which places frontage and area on a curve corresponding to a special benefit factor rating. Separate formulas are used for calculating the number of benefit factors earned by the parcel's frontage and by its area.

Below are the formulas used to calculate the Benefit Factors for frontage and for area and an example of the calculation.

In the following formulas and example, please note:

F = Actual Parcel Frontage x .75
A = Parcel Area (in acres)
B = Benefit Factor

FB_1 Frontage Benefit Formula 1 (when frontage is <= 230')

$FB_1 = 0.062 \times F - (0.0002391304 \div 2) \times F^2$

FB_2 Frontage Benefit Formula 2 (when frontage is > 230')

$FB_2 = 7.935 + 0.007 \times (F-230) - (0.0000022472 \div 2) \times (F-230)^2$

AB_1 Area Benefit Formula 1 (when parcel area is <= 1.25 acres)

$AB_1 = 28.0 \times A - (21.6 \div 2) \times A^2$

AB_2 Area Benefit Formula 2 (when parcel area is > 1.25 acres)

$AB_2 = 18.125 + 1.0 \times (A - 1.25) - (0.012903226 \div 2) \times (A-1.25)^2$

EXAMPLE: Find the assessment for an inside lot; 75' x 100'

Step 1 Define the parameters:

F = 75' (Actual Parcel Frontage) X .75 (multiplier)
A = 75' x 100' = 7500 square feet ÷ 43,560 = 0.172 acre
(1 acre = 43,560 square feet)

Step 2 Calculate frontage benefit factors using Formula FB_1: (frontage is < 230')

$FB_1 = 0.062 \times F - (0.0002391304 \div 2) \times F^2$
F = 56.25'

FB_1 = 0.062 x 56.25 - 0.0001195652 x 56.25^2
FB_1 = 3.49 - 0.0001195652 x 3164
FB_1 = 3.49 - 0.369
FB_1 = 3.121 Benefit Factors

Step 3 Calculate area benefit factors using Formula AB_1 (area is < 1.25 acres)

AB_1 = 28.0 x A - (21.6 ÷ 2) x A^2
A = 0.172 acre
AB_1 = 28.0 x 0.172 - 10.8 x 0.172^2
AB_1 = 4.816 - 10.8 x 0.030
AB_1 = 4.816 - 0.324
AB_1 = 4.492 Benefit Factors

Step 4 Find the total Benefit Factors earned by the parcel.

Benefit Factors = FB_1 + AB_1
Benefit Factors = 3.121 + 4.492 = 7.613 Benefit Factors

Step 5 Determine the Landscaping and Lighting Assessment.

Assessment = Unit Assessment Times Benefit Factors
Assessment = $77.18 x 7.613 = $587.58

The above example assumes the parcel is developed. If the parcel is not developed, the Assessment is 50% of the above figure.

Exceptions

Individually owned parcels and common area parcels of commercial and industrial condominiums are assigned a proration of the area and frontage, if applicable, to accommodate for the common area parcel.

Calculation of Industrial Assessments

The assessment for each parcel with an industrial use building is determined by multiplying the Industrial Unit Assessment ($77.18) by that parcels Benefit Factors. The parcel's Benefit Factors are determined by its area and street frontage. The formula for calculating a parcel's Benefit Factors is a detailed formula which places frontage and area on a curve corresponding to a predetermined benefit factor rating. Separate formulas are used for calculating the number of benefit factors earned by the parcel's frontage and by its area.

Below are the formulas used to calculate the Benefit Factors for frontage and for area and an example of the calculation.

In the following formulas and example, please note:

F = Actual Parcel Frontage x .75
A = Parcel Area (in acres)
BF = Benefit Factor

FB_1 Frontage Benefit Formula 1 (when frontage is <= 1,000')

$FB_1 = 0.026 \times F - (0.000017 \div 2) \times F^2$

FB_2 Frontage Benefit Formula 2 (when frontage is > 1,000')

$FB_2 = 17.5 + 0.009 \times (F-1000) - (0.0000032 \div 2) \times (F-1000)^2$

AB_1 Area Benefit Formula 1 (when parcel area is <= 5.32 acres)

$AB_1 = 14.75 \times A - (2.678572 \div 2) \times A^2$

AB_2 Area Benefit Formula 2 (when parcel area is > 5.32 acres)

$AB_2 = 40.565 + 0.5 \times (A - 5.32) - (0.007032 \div 2) \times (A-5.32)^2$

EXAMPLE: Find the assessment for an inside lot; 250' x 400'

Step 1 Define the parameters:

F = 250' (Actual Parcel Frontage) x .75 (multiplier)
A = 250' x 400' = 100,000 square feet ÷ 43,560 = 2.30 acres
(1 acre = 43,560 square feet)

Step 2 Calculate frontage benefit factors using Formula FB_1: (frontage is < 1,000')

$FB_1 = 0.026 \times F - (0.000017 \div 2) \times F^2$
$F = 187.5'$
$FB_1 = 0.026 \times 187.5 - 0.0000085 \times 187.5^2$
$FB_1 = 0.026 \times 187.5 - 0.0000085 \times 35,156$
$FB_1 = 4.875 - 0.299$
$FB_1 = 4.576$ Benefit Factors

Step 3 Calculate area benefit factors using Formula AB_1 (area is < 5.32 acres)

$AB_1 = 14.75 \times A - (2.678572 \div 2) \times A^2$
$A = 2.30$ acres
$AB_1 = 14.75 \times 2.30 - 1.339286 \times 2.30^2$
$AB_1 = 14.75 \times 2.30 - 1.339286 \times 5.29$
$AB_1 = 33.925 - 7.085$
$AB_1 = 26.8402$ Benefit Factors

Step 4 Find the total Benefit Factors earned by the parcel.

Benefit Factors = $FB_1 + AB_1$
Benefit Factors = 4.576 + 26.8402 = 31.4162 Benefit Factors

Step 5 Determine the Landscaping and Lighting Assessment.

Assessment = Unit Assessment Time Benefit Factors
Assessment = $77.18 x 31.4162 = $2,424.70

The above example assumes the parcel is developed. If the parcel is not developed, the Assessment is 50% of the above figure.

EXCEPTIONS

Each industrial parcel that has an area greater than seventy-six (76) acres are assigned, for purposes of assessment, an acreage of 76 acres, this being the point before the parcel area formula curve goes downward. Without such an assignment, the assessment for these parcels would have been less than for parcels of a smaller size.

D. Assessment District Diagram Description

The boundary of District 1988-01 coincides with the City of Pittsburg boundary, except that the Oak Hills District 1988-02 is not included in District 1988-01. Also depicted on the diagram are the book limits for the Contra Costa County Assessor's Parcel Map Books.

The Contra Costa County Assessor's Parcel Maps are hereby incorporated by reference into this report. The County Assessor's Maps shall govern for all details concerning the lines and dimensions of lots or parcels. The County Assessor's Parcel Number is hereby adopted as the distinctive number identifying each parcel for purposes of this assessment.

E. Property Owner List and Assessment Roll

The assessment roll is a computerized list of each parcel within the District. The list includes the assessment number (Assessor's Parcel Number), owner of record, situs address, category code and the assessment for each parcel. This roll may be examined in the Office of the City Clerk of the City of Pittsburg.

ASSESSMENT DIAGRAM and

PROPERTY OWNER LIST AND ASSESSMENT ROLL for the

CITY OF PITTSBURG LANDSCAPING & LIGHTING ASSESSMENT DISTRICT 1988-01

IS ON FILE IN THE OFFICE OF THE CITY CLERK

City of Pittsburg: Assessment Districts

Landscaping & Lighting

Chipps
Riverview Park
Port Chicago Highway
McAvoy
Driftwood Drive
Shore Acres
Riverview Middle School
Bay Point
Evora Road
Willow Pass Road
Alves Lane
Contra Costa Canal
Canal Road
CA 4
Pittsburg
Central Addition Park
Cornwall
Los Medanos
Los Medanos College
Buchanan Road
Somersville Road
Gentrytown Drive
James Donlon Boulevard
Buchanan Park
Marina Walk Village Park
Delta Landing

N
W
E
S

0 0.25 0.5 1 Miles

Scale: 1:32,750

Legend

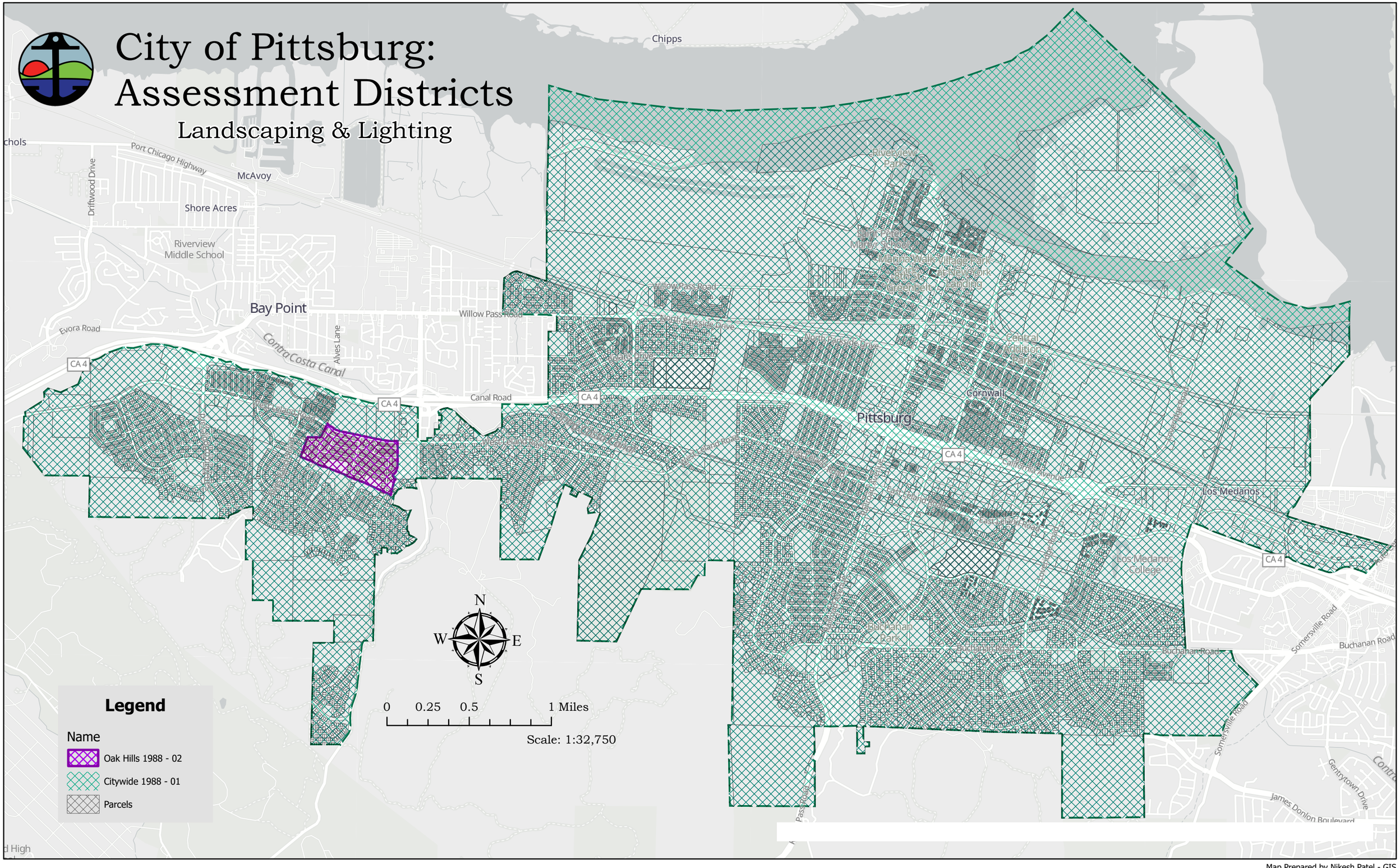
Name

- Oak Hills 1988 - 02
- Citywide 1988 - 01
- Parcels

Map Prepared by Nikesh Patel - GIS
Date Exported: 5/26/2022

City of Pittsburg:
Assessment Districts

Landscaping & Lighting



Map Prepared by Nikesh Patel - GIS
Date Exported: 5/26/2022

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve the Premilinary Engineer's Report, Declare the City Council's Intent to Levy and Collect Assessments in Landscaping and Lighting Assessment District 1988-02, for Fiscal Year 2022-23, and Set a Date to Conduct a Public Hearing.

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

Pursuant to state statutes governing the renewal of assessment districts, the City Council is being asked to adopt the resolution approving the preliminary Engineer's Report for Landscaping and Lighting Maintenance Assessment District 1988-02 (District 88-02), Oak Hills, Fiscal Year 2022-23 and to set July 18, 2022, as the date for a public hearing for this matter.

FISCAL IMPACT

Landscaping and Lighting District 88-02 collects $35,839 annually in revenue and interest for the Oak Hills area. The Public Works Department estimates that it will expend $41,038 during Fiscal Year 2022-23 in managing the district. The City's contribution to District 88-02 District for general benefits incurred by the operation of higher wattage street lighting on the arterial roadway is estimated to be $1,500 or 6.6% of the street light operation and maintenance cost for Fiscal Year 2022-23. The additional $5,099 will be contributed from the General Fund to cover the gap between revenue and expenses.

Without the District, the General Fund would be responsible for the entire cost of maintaining the improvements located within the Oak Hills area.

RECOMMENDATION

City Council adopt a resolution approving the preliminary Engineer's Report, declare the City Council's intent to levy assessments in landscaping and lighting for Fiscal Year 2022-23, and set the public hearing date for this matter as July 18, 2022.

BACKGROUND

On June 6, 1988, the City Council confirmed the Engineer's Report, ordered improvements, and levied the first annual assessment for District 88-02, Oak Hills. Since then, the funds collected annually by this district support the City's landscaping and lighting operations in the Oak Hills area.

On May 12, 2022, the City Council approved Resolution 22-14087, directing the Engineer of Work, Richard Abono, to file an annual Engineer's Report for Fiscal Year 2022-23 in accordance with the Landscaping and Lighting Act of 1972. That report has been prepared and is on file in the Office of the City Clerk.

Services provided by District 88-02 include:
• Right-of-Way Landscaping Maintenance
• Street Tree Maintenance
• Sidewalk Repair Related to Street Tree Damage Only
• Street Light Energy, Maintenance and Replacement Costs

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

District 88-02 has been in existence for 35 years, and the funds collected are necessary for the City to maintain its current level of lighting and landscaping throughout District 88-02.

The assessment amounts collected are limited by the formation documents. The assessment amount for a residential land use is $77.18 per benefit factor. There is no Consumer Price Index (CPI) adjustment factor for District 88-02.

Several years ago, the City spent $38,560 to complete a Streetlight Retrofit Program project to install energy efficient LED lights within the District.

State statutes mandate the annual renewal procedures for District 88-02. This is the second step of that process wherein the City Council is asked to consider and approve the Engineer's Report and to set a public hearing for this matter on July 18, 2022.

ATTACHMENTS: Resolution
Preliminary Engineer's Report

Report Prepared By: Sharon Paz, Administrative Specialist

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Approving the Preliminary Engineer's Report, Declaring the City Council's Intent to Levy and Collect Assessments in Landscaping and Lighting Assessment District 1988-02 for Fiscal Year 2022-23, and Setting a Date to Conduct a Public Hearing	)	RESOLUTION NO. 22-

WHEREAS, on May 2, 2022, the City Council approved Resolution 22-14087 directing the Engineer of Work, Richard D. Abono to file an annual Engineer's Report for Fiscal Year 2022-23 for Landscaping and Lighting Assessment District 1988-02, Oak Hills; and,

WHEREAS, the assessment pays for maintenance and improvements to street lights, street trees, concrete replacement due damage caused by street trees, landscaping of facilities, rights-of-way, and medians; and

WHEREAS, on June 1, 2022, the Engineer of Work has filed with the City Clerk the preliminary report required by the Landscaping and Lighting Act of 1972; and,

WHEREAS, all interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the district.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the preliminary Engineer's Report filed with the City Clerk, intends to levy and collect assessments within Assessment District 1988-02 (Oak Hills) during Fiscal Year 2022-23, and sets the date of July 18, 2022, to conduct a public hearing on the matter of the levy of the proposed annual assessments during its regularly scheduled meeting pursuant to Section 22553 of the Streets and Highways Code.

PASSED and ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of June 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

City of Pittsburg
Contra Costa County, California

ENGINEER'S REPORT

CITY OF PITTSBURG LANDSCAPING and LIGHTING ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2022-23

Prepared By:

Richard D. Abono
City Engineer
City of Pittsburg, California
June 6, 2022

Oak Hills Landscaping and Lighting Assessment District 1988-02

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CITY OF PITTSBURG

OAK HILLS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2022-23

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City of Pittsburg.

Dated:_____ By: _____
Richard D. Abono, PE
RCE No. C65440

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached, was filed with me on the _____day of _____, 2022.

Alice E. Evenson, City Clerk
City of Pittsburg
By_____ Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Pittsburg, Contra Costa County, on the _____ day of _____, 2022.

Alice E. Evenson, City Clerk
City of Pittsburg
By_____ Contra Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was filed with the County Auditor of the County of Contra Costa, on the _____ day of _____, 2022.

By: _____
Richard D. Abono, PE
RCE No. C65440

II. Introduction

This Engineer's Report for the Pittsburg Landscaping and Lighting Assessment District 1988-02 is being submitted pursuant to Resolution 22-14087 of the Pittsburg City Council, under the provisions of Part 2, Division 15 of the California Streets and Highways Code, Sections 22500 through 22679 (The Landscaping and Lighting Act of 1972).

The boundaries of the Assessment District are depicted on the Assessment Diagram on file in the office of the City Engineer. Landscaping and Lighting District 1988-02 (Oak Hills) is separate and distinct from Landscaping and Lighting District 1988-01 (Citywide).

This report is for Fiscal Year (FY) 2022-23, the thirty-fifth fiscal year of the District's operation. For each parcel of land in the District, this report recommends assessments sufficient to fund the projected FY 2022-23 budget for operation, maintenance, servicing, replacement and installation of District improvements. These recommended assessments are proportional to the Engineer's estimates of relative benefits received by each parcel from District improvements.

This report is based upon the report that the City Council commissioned for the formation of the District, FY 1988-89, and subsequent reports prepared for Fiscal Years 1989-90 through 2022-23 inclusive. The method of assessment and diagram, incorporated herein by this reference, are based upon the FY 2022-23 Engineer’s Report for Landscaping and Lighting District 1988-02 and the FY 2022-23 projected budget.

III. Description of Improvements

Pittsburg's Oak Hills Landscaping and Lighting Assessment District 1988-02 provides for the levy and collection of assessments to pay for the following types of improvements:

Street Lights—Maintenance of eighty-three (83) street lights. A list of street light locations is on file with the City Clerk.

Street Trees—Maintenance all street trees within the District.

Concrete—Replacement of sidewalks damaged by street trees.

Landscaping—Maintenance of facilities, rights-of-way, and medians.

Future Capital Improvements

- Removal and replacement of damaged or unhealthy trees and plants located on eroded slope areas.
- Stabilization and soil replacement of eroded slopes.
- Installation of a neighborhood entry feature.

Landscape Improvement Locations

- Oak Hills Drive Right-of-Way
  - West Leland Road to Southwood Drive
- West Leland Road Right-of-Way
  - Oak Hills Drive to Westerly Terminus
- Oak Hills Pump Station
  - 1703 Bridgeview Street (Corner of Southwood Drive)

IV. Estimate of Cost

A. Projected Revenue & Expense FY 2021-22

Fund Balance as of June 30, 2021		$70,783
Projected Revenue FY 2021-22		
Assessments Posted to Roll	$33,959	
Interest Income	$ 80	
Other	$ 300	
General Benefit	$ 1,500	
Subtotal Projected Revenue FY 2021-22		$35,839
Less Projected Expense FY 2021-22		($36,605)
Projected Balance June 30, 2022		$70,017

B. Estimate of Cost FY 2022-23

Street Light Operation and Maintenance	$ 9,850	
Landscaping Maintenance and Repair	$26,366	
Administration Collection Costs	$ 4,822	
Total Cost		$41,038
Less Contribution from General Fund		($ 5,099)
Less General Benefit		($ 1,500)
Less Interest Income FY 2022-23		($ 480)
Net Cost and Total Amount to Be Assessed		$33,959.20

V. Assessment Method

Estimated costs and expenses for FY 2022-23 are apportioned to each parcel based on relative benefits estimated to be received by the parcel from District improvements. This apportionment constitutes the recommended assessment amount for each parcel listed in the assessment roll.

Benefits from the District are enjoyed by all assessable parcels in the District. The degree of benefit is estimated from the type and intensity of land use for each parcel, which determined the number of pedestrians generated the extent of street light illumination and increased security, and the enhanced aesthetics and enjoyment from maintenance of landscaped areas and street trees. It is reasoned that, for a given intensity of use, similar land uses will derive similar benefits.

The City may only assess property owners for that portion of the costs which provide a special and direct benefit to the properties located within the boundaries of the District. General benefits are not assessable, and the City must fund that portion of the improvements which provides a general benefit to the public at large with some other funding source, such as the general fund.

VI. General Benefit

The 1972 Act does not specify a formula or method to use when determining the amount of general versus special benefit. The Engineer of Work is responsible for conducting the general versus special benefit analysis and then making a recommendation to the City Council, which makes the final determination. The general benefit analysis is summarized below.

Street Lighting

The City recognizes that a portion of the City's street lights on West Leland Road (9 street lights), an arterial street that is included in the District, provides a general benefit to the public at large. Therefore, the City contribution to the District for general benefits incurred by the operation of higher wattage street lighting on this arterial roadway is estimated to be $1,500 or 6.6% of the electrical cost for FY 2022-23. This

estimate was derived by determining a per wattage rate for all street lighting in the district and multiplying that by the additional wattage required to operate these 9 street lights located along the arterial roadway.

Of the 443 parcels in the District, 440 are used as residences, two are open space (non-assessable), and one City-owned pump station. Benefits to family residences and the City Pump Station are estimated to be uniform throughout the District. Therefore, each residential parcel and the City's pump station are assessed an equal amount, simply calculated by dividing the District's net cost of the improvements by the number of assessable parcels (440).

The assessment amount for each assessable parcel is determined as follows:

Net Amount to Be Assessed	$33,959
Assessment Per Parcel ($33,959.20/440)	$ 77.18

VII. Assessment Roll Description

The assessment roll is a computerized list of each parcel within the District. The list includes the assessment number (Assessor's Parcel Number), owner of record, situs address and the assessment amount for each parcel. The list is on file in the Office of the City Engineer.

VIII. Assessment Diagram Description

The Assessment Diagram is on file in the Office of the City Engineer and shows the boundary for Landscaping and Lighting Assessment District 1988-02 (Oak Hills).

The Contra Costa County Assessor's Parcel Maps are hereby incorporated by reference into this report. The County Assessor's Maps shall govern for all details concerning the lines and dimensions of lots or parcels. The County Assessor's Parcel Number is hereby adopted as the distinctive number identifying each parcel for purposes of this assessment.

ASSESSMENT ROLL FOR THE

THE CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2022-23

IS ON FILE IN THE
OFFICE OF THE CITY ENGINEER

ASSESSMENT DIAGRAM FOR

THE CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2022-23

IS ON FILE IN THE
OFFICE OF THE CITY ENGINEER

OAK HILLS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2022-23

Renewal Schedule

ACTION	DATE
Request proposal from Francisco & Associates for renewal assistance. Execute contract through proper channels and request purchase order.	February
City Council Adopts Resolutions to Prepare and File Annual Report (on consent).	May 2
F&A provide City with Assessment Rolls and Handbill Listings.	May 9
City Council Adopts Resolution to Approve Preliminary Engineer's Report, Declare its Intent to Levy and Collect Annual Assessments, and Set the Date and Time of Public Hearing – (consent)	June 6
Final Engineer's Report is Filed with the City Clerk	June 1
City Council has Public Hearing and Approve Final Engineer's Report, Ordering the Improvements, and Levying the Annual Assessments for District 88-02 Oak Hills (notice of public hearing required)	July 18
City provides F&A with signed ERs and Resolutions	NLT July 31
F&A Files Report with County	August 8
Engineer Submits Electronic Data to County Auditor	August 8
F&A provides City with Final Levy Summary Letter and Handbill Listings	August 10

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept Project 3079, Ambrose Park Restroom and Concession Project, as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

Project 3079, Ambrose Park Restroom and Concession Project (the "Project") was for the replacement of the existing restroom and snack bar at Ambrose Memorial Park. Adoption of this resolution will accept the Project as complete and authorize the City Engineer to File a Notice of Completion (NOC).

FISCAL IMPACT

The Project was funded entirely by the Ambrose Recreation and Park District. In June 2017, the Ambrose Aquatic Center Renovation Project (Project 3057), was completed within budget, leaving a small balance of Ambrose District funds remaining. This balance was reallocated to Project 3079, for a total Project budget of $842,376. After final expenditures there will be an estimated remaining balance of $3,002, which shall be returned to the source fund. Please see the attached Project Budget Summary for more information.

RECOMMENDATION

The City Council adopt the attached Resolution accepting the Project 3079 as complete and authorizing the City Engineer to execute a Notice of Completion. Staff recommends that all unspent funds be returned to the source fund.

BACKGROUND

On July 11, 2019, the Ambrose Creation and Park District Board of Directors approved Project 3079 to replace the restroom at Ambrose Memorial Park and allocated $510,000 to the project budget.

On September 16, 2019, the City Council approved Resolution 19-13688, approving an agreement for Construction Management of Project 3079 with Ambrose Recreation and Park District who owns and maintains Ambrose Park.

On December 10, 2020, the Ambrose Recreation and Park District Board of Directors allocated an additional $263,000 to Project 3079 to cover ADA improvements along the path of travel and repairs for a failed storm drain that runs through the project site.

On April 16, 2021, the Ambrose Recreation and Park District Board of Directors allocated an additional $55,788 to Project 3079, for a total Project budget of $842,376, and approved the award and execution of a contract with Saboo Inc. for the construction of Project 3079.

On May 17, 2021, the City Council Authorized Award of Project 3079 and execution of a contract with Saboo Inc. for a total amount of $513,438 with a contingency of $42,109 (8% of contract amount).

On May 12th, 2022, the Ambrose Recreation and Park District Board of Directors approved the acceptance of Project 3079 and authorized the City of Pittsburg to File the Notice of Completion.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The Project included the removal and replacement of the existing restroom building, repair of the storm drain system, and ADA improvements for Ambrose Park.

The Contractor reached substantial completion on April 14, 2022. The one-year warranty period is effective as of April 14, 2022.

There was a total of four (4) change orders amounting to $39,809. The total anticipated expenditures for the Project including design, construction, and staff costs are $839,374 with an estimated $3,002 remaining which will be returned to source fund.

This project was completed on time and within the budget approved by the Ambrose Recreation and Park District Board of Directors and City Council.

ATTACHMENTS: Resolution
Budget Summary
Notice of Completion

Report Prepared By: Stephen Cardiel, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 3079, Ambrose Park Restroom and Concession Project, as Complete and Authorizing the City Engineer to File a Notice of Completion	)	Resolution No. 22-

WHEREAS, Project 3079, Ambrose Park Restroom and Concession Project ("the Project"), is for the replacement of the restroom and concession facilities, ADA improvements, and repair of failed storm drain system at Ambrose Memorial Park; and

WHEREAS, on July 11, 2019, the Ambrose Recreation and Park District Board of Directors approved the Project to replace the restroom at Ambrose Memorial Park and allocated $510,000 to the project budget; and

WHEREAS, on September 16, 2019, the City Council approved Resolution 19-13688, approving an agreement with Ambrose Recreation and Park District for Construction Management of the Project; and

WHEREAS, on December 10, 2020, the Ambrose Recreation and Park District Board of Directors allocated an additional $263,000 to the Project to add additional scope to cover ADA improvements along the path of travel and the repairment of a failed storm drain system running through the project site; and

WHEREAS, bids for the Project were opened on March 23, 2021, and Saboo Inc. was the lowest most responsible bidder with a base bid amount of $513,438; and

WHEREAS, on April 16, 2021, the Ambrose Recreation and Park District Board of Directors allocated an additional $55,788 to the Project, for a total project budget of $842,376, and approved the award and execution of a contract with Saboo Inc. for the construction of Project; and

WHEREAS, on May 17, 2021, the City Council authorized award of Project 3079 and execution of a contract with Saboo Inc. for a total amount of $513,438 with a contingency of $42,109 (8% of contract amount); and

WHEREAS, there were four (4) contract change orders for the Project in the amount of $39,809. The total anticipated expenditures for the Project including design, construction, and staff costs are $839,374, and the estimated remaining balance of $3,002 will be returned to the source fund; and

WHEREAS, the Contractor reached substantial completion on April 14, 2022. The one-year warranty period is effective as of April 14, 2022; and

WHEREAS, on May 12, 2022, the Ambrose Recreation and Park District Board of Directors approved the acceptance of Project 3079 and authorized the City of Pittsburg to File the Notice of Completion; and

WHEREAS, staff requests that the City Council accept the Project as complete and authorize the City Engineer to file a Notice of Completion.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby accepts the Project as complete and authorizes and directs the City Engineer to execute a Notice of Completion and file said document with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of June 2022 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

Project No. 3079 - Ambrose Park Restroom & Concession

Project Funding

	Ambrose Park & Recreation District		$510,000
	Ambrose Park & Recreation District Addtl. 1		$263,000
	Ambrose Park & Recreation District Addtl. 2		$55,788
	Project No. 3057 Rollover		$13,588
		Funding Total	**$842,376**

Project Expenditures:

Design: (Code 2122)	Romtec Building Kit & BKF Design Fees		$230,578
		Subtotal	$230,578
Miscellaneous: (Code 1399)	Advertising		$1,098
		Subtotal	$1,098
Construction: (Code 2281)	Actual Awarding Bid - Saboo, Inc.		$513,438
	CCO No. 1		$3,988
	CCO No. 2		$30,036
	CCO No. 3		$1,785
	CCO No. 4		$4,000
	Terracon Material Testing (HBMS)		$3,800
		Subtotal	$557,047
Wages/Benefits (Code 1101)	Staff Time for Design Management		$12,663
	Staff Time for Construction Management		$12,663
		Subtotal	$25,325
Admin Overhead (Code 2372)	Staff Time for Design Management		$12,663
	Staff Time for Construction Management		$12,663
		Subtotal	$25,326
		Estimated Expenditures Total	**$839,374**

NOTICE OF COMPLETION

Upon Recording Return To:

City of Pittsburg
Engineering Records
65 Civic Avenue
Pittsburg, CA 94565-3814

NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 3093 OF THE CALIFORNIA CIVIL CODE:

1. That on the 24th day of May, 2021 the City of Pittsburg, State of California, did enter into a contract with:

Saboo, Inc.
415 Beatric Court, Suite H
Brentwood, CA 94513

as Contractor for certain improvement work: To wit, Contract 2019-22, Ambrose Restroom and Storm Drain Repair Project 3079 at 125 Memorial Way, Pittsburg, California 94565 of which the Ambrose Recreation and Park District is the Owner.

2. That the surety upon the bond of the Contractor for said improvement work is:

Granite Re, Inc. dba
Granite Surety Insurance Company
14001 Quailbrook Drive
Oklahoma City, OK 73134

3. That the real property herein referred to is situated in the City of Pittsburg, County of Contra Costa, State of California, and is described as follows:

125 Memorial Way, Pittsburg, CA 94565 (APN 094-030-011)

4. That said improvement work was accepted by the City Council of the City of Pittsburg as complete on the 6th day of June 2022.

_____
Richard Abono
Director of Public Works/City Engineer,
City of Pittsburg

State of California)
County of Contra Costa)

5. I, Richard Abono, being first duly sworn, depose and say that: I am the City Engineer of the City of Pittsburg, a municipal corporation of the State of California, and I am authorized to make this verification for, and on behalf of, said City, that I have read the foregoing Notice of Completion and know the contents thereof; and the same is true to the best of my knowledge and belief.

_____
Richard Abono
Director of Public Works/City Engineer, City of Pittsburg

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

State of California)
County of Contra Costa)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2022 by Richard Abono proved to me on the basis of satisfactory evidence to be the person who appeared

before me. I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

_____

Amanda McVey, Notary Public

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Negotiation and Execution of an Agreement for the Purchase of an Enterprise License for FileOnQ Software

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

The Police Department seeks approval to appropriate funds for the purchase of an Enterprise License offered by the database platform FileOnQ. The Enterprise license will allow the Police department to expand from the existing, already purchased, EvidenceOnQ to include Quartermaster and Personnel modules.

FISCAL IMPACT

The Resolution will authorize allocation of $164,000 from the Police Department's FY 2021-22 General Fund operating budget for the purchase of a FileOnQ Enterprise License.

RECOMMENDATION

Staff recommends City Council approval of the attached Resolution authorizing the appropriation of $164,000 to FileOnQ for the purchase of an Enterprise License with existing annual maintenance costs of $28,500.

BACKGROUND

Since 2016, the Police Department has utilized a small FileMaker program to track all evidence, inventory, and personnel. As the Police Department's evidence inventory increased, the Police Department sought a more robust system and purchased EvidenceOnQ, a database module offered by FileOnQ. Evidence personnel are in the process of building and creating the new EvidenceOnQ database.

SUBCOMMITTEE FINDINGS

This item has been presented to and supported by the Public Safety Subcommittee on May 3, 2022.

STAFF ANALYSIS

Recently, the Department was informed that the existing FileMaker program for inventory and personnel is no longer be supported. Should the database fail, all data may be lost. After purchasing EvidenceOnQ, staff explored the many modules offered by FileOnQ. FileOnQ offers many different databases and will allow the Police Department to build on its existing Evidence database all while utilizing one system.

The Enterprise License will allow for the addition of Quartermaster and Personnel Management. Quartermaster will track all equipment and inventory while the Personnel Management module will allow the Police Department to efficiently manage personnel, training, and training courses in the same database. This level of integration will substantially increase efficiency and productivity at a level not experienced before by allowing workflow between all integrated database modules.

The Pittsburg Police Department recommends approval of the Resolution appropriating funds for the purchase of an Enterprise license for FileOnQ database software.

ATTACHMENTS: Resolution

Report Prepared By: Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the matter of:

Authorizing Negotiation and Execution of An Agreement for the Purchase of an Enterprise License for FileOnQ Database Software	)))	RESOLUTION NO. 22-

WHEREAS, the Police Department's existing personnel, training and equipment inventory databases are no longer supported by the manufacturer; and

WHEREAS, the Pittsburg Police Department seeks to build on its existing FileOnQ "Evidence" database by purchasing an Enterprise License thereby expanding three database modules to include Quartermaster, Personnel and Training;

WHEREAS, this level of integration will substantially increase efficiency and productivity at a level not experienced before by allowing workflow between all integrated database modules.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to negotiate and execute an Agreement for the purchase of a FileOnQ Enterprise License and authorizes the appropriation of funds from the Police Department's Fiscal Year 2021/22 General Fund Operating Budget in the amount of $164,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of June 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Negotiation and Execution of Agreement with Motorola Solutions to Upgrade Police Radio System to Meet California Department Of Justice Requirements

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

The Police Department is required to meet the California Department of Justice Security Policy and the FBI Criminal Justice Information Services Security Policy to ensure the confidentiality of information from the California Law Enforcement Telecommunications system (CLETS). Compliance will require the Police Department to upgrade all radio systems to include encryption of all radio traffic.

FISCAL IMPACT

The Resolution will authorize allocation of $155,851.68 from the Police Department's FY 2021-22 General Fund operating budget for the cost of the encryption. Motorola Solutions, Inc. is the only provider which can supply the encryption for the Motorola System as the engineering is proprietary and Motorola is the Sole Source Provider.

RECOMMENDATION

Staff recommends City Council approval of the attached Resolution authorizing negotiation and execution of an Agreement with Motorola Solutions and the appropriation of funds in the amount of $155,851.68 to Motorola Solutions, Inc. to supply the encryption of all Police Department Motorola Radios to meet the security requirements and bring the police radio system into compliance with the FBI Criminal Justice Information Services Security Policy.

BACKGROUND

The East Bay Regional Communications System Authority (EBRCSA) was officially created on September 11, 2007 with the formation of a Joint Powers Authority (JPA). Currently, there are 43 member agencies consisting of both Contra Costa and Alameda counties, 30 cities, 6 special districts, 3 colleges, Dublin-San Ramon Services District and the California Department of Transportation serving a population of over 2.5 million people.

As of December 2010, the Pittsburg Police Department entered into the project operating agreement with the East Bay Regional Communication Systems Authority. All radio communication for the Pittsburg Police Department is transmitted through this system.

SUBCOMMITTEE FINDINGS

This item has been presented to and supported by the Public Safety Subcommittee on May 3, 2022.

STAFF ANALYSIS

The California Department of Justice now requires law enforcement agencies to provide confidentiality of information transmitted over the radio system with digital encryption. The department is currently working with EBRCS to meet these requirements through the sole source vendor of Motorola Solutions, Inc. To meet these requirements, the department will need to purchase additional and updated communication equipment and software from Motorola Solutions, Inc. in the amount of $155,851.68. The updated software solution will allow the department to meet and exceed the encryption requires for all police radio communication within the EBRCS communication network.

The Pittsburg Police Department recommends adoption of the Resolution authorizing negotiation and execution of an Agreement with Motorola Solutions to meet the California Department of Justice and FBI Criminal Justice Information Services Security Policy.

ATTACHMENTS: Resolution
California Department of Justice Information Bulletin 20-09-CJIS

Report Prepared By: Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the matter of:

Authorizing Negotiation and Execution of Agreement With Motorola Solutions to Upgrade Police Radio System to Meet California Department Of Justice Requirements	))))	RESOLUTION NO. 22-

WHEREAS, the Police Department is included in the East Bay Regional Communications Systems Authority (EBRCSA) since its formation in 2007; and

WHEREAS, the Pittsburg Police Department is required to upgrade all radio systems to include encryption of all radio traffic pursuant to the California Department of Justice and FBI Criminal Justice Information Services Security Policy; and

WHEREAS, Motorola Solutions is the only provider which can supply the encryption for the Motorola system utilized by the Police Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to negotiate and execute an Agreement with Motorola Solutions to meet the encryption standards in compliance with the California Department of Justice Security Policy and the FBI Criminal Justice Information Services Security Policy, and authorizes the appropriation of funds in the amount of $155,851.68.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of June 2022, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

California Department of Justice CALIFORNIA JUSTICE INFORMATION SERVICES DIVISION Joe Dominic, Chief	**INFORMATION BULLETIN**	
Subject: Confidentiality of Information from the California Law Enforcement Telecommunications System (CLETS)	*No.* 20-09-CJIS *Date:* 10-12-2020	*Contact for information:* CLETS Administration Section CAS@doj.ca.gov (916) 210-4240

TO: ALL CLETS SUBSCRIBING AGENCIES

Law enforcement and criminal justice agencies authorized by the California Department of Justice (CA DOJ) to access the CLETS must adhere to the requirements detailed in the CLETS Policies, Practices and Procedures (PPP) and in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy to ensure the confidentiality and integrity of the data therein.[1] More specifically, and as detailed further below, access to certain Criminal Justice Information (CJI) and Personally Identifiable Information (PII) must be limited to authorized personnel; and the transmission of such information must be encrypted. Although generally applicable, the information in this bulletin is particularly relevant to the radio transmission of protected data.

Allowable "access" to CJI and PII, derived from CLETS, is described in CLETS PPP section 1.6.4:

> *Only authorized law enforcement, criminal justice personnel or their lawfully authorized designees may use a CLETS terminal or have access to information derived from CLETS. Any information from the CLETS is confidential and for official use only. Access is defined as the ability to hear or view any information provided through the CLETS.*

The FBI and the CA DOJ establish policies and procedures related to the usage and protection of CJI that govern the usage of the CLETS. The policies define CJI, classify them as restricted or unrestricted, and limit the amount and types of information that can be broadcast over unencrypted radio channels in order to protect sensitive CJI and PII.

Generally, PII is information that can be used to distinguish or trace an individual's identity, such as an individual's first name, or first initial, and last name in combination with any one or more specific data elements (see FBI CJIS Security Policy section 4.3.). Data elements include Social Security number, passport number, military identification (ID) number and other unique ID numbers issued on a government document. The most common data elements encountered during field operations include a driver license number or ID number.

The transmission of sensitive CJI and PII must be encrypted pursuant to the FBI CJIS Security Policy sections 5.10 and 5.13; and access may only be provided to authorized individuals as defined under the CLETS PPP and the FBI CJIS Security Policy.

[1] For reference, please refer to the CLETS PPP at https://oag.ca.gov/sites/default/files/clets-ppp%2012-2019.pdf and the FBI CJIS Security Policy at https://www.fbi.gov/file-repository/cjis_security_policy_v5-9_20200601.pdf/view. See also Government Code section 15150 et seq. and California Code of Regulations, title 11, section 703.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorizing the City Manager to enter into a 60-Month Lease/Maintenance agreement with Konica Minolta Business Solutions (KMBS).

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

Authorize the City Manager, upon recommendation of the Director of Finance, to enter into a 60-Month Lease/Maintenance agreement with Konica Minolta Business Solutions (KMBS) to meet the Copying, Printing and Scanning needs of the City departments/agencies.

FISCAL IMPACT

The City will be replacing a total of 23 copiers through KMBS. Out of these, 21 copiers were supplied by KMBS five years ago, through a 60 month lease arrangement. The remaining 2 copiers were bought outright by the City in 2012 by making 100% payment upfront.

Following table details the current versus proposed costs for these 23 copiers ;

Parameter	Current Costs	Proposed Costs	Savings
Monthly Service Costs for 21 copiers	$ 1,532.33	$ 1,191.14	$ 341.19
Monthly Lease Costs for 21 copiers	$ 1,974.92	$ 2,073.87	$ (98.95)
Monthly Service Costs for additional 2 copiers	$ 601.00	$ 191.00	$ 410.00
Monthly Lease Costs for additional 2 copiers	$ 0.00 *	$ 279.57	$ (279.57)
Monthly Totals :	**$ 4,108.25**	**$ 3,735.58**	**$ 372.67**
Yearly Totals :	**$ 49,299.00**	**$ 44,826.96**	**$ 4,472.04**
5 Year Term Totals :	***$ 246,495.00***	***$ 224,134.80***	***$ 22,360.20***

* These 2 copiers were procured by making 100% payment at the time of purchase. Hence, there are no monthly lease payments involved.

The source of funds will be through the budgets of department/agency that will be using these copiers.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to enter into a 60-Month Lease/Maintenance agreement with Konica Minolta Business Solutions.

BACKGROUND

City entered into a five-year lease/maintenance agreement with Konica Minolta Business Solution in Feb 2017 for Citywide Printing, Copying and Scanning needs. The five-year term of the agreement has expired on March 26, 2022. During this five-year term, we have had very good experience with KMBS supplied products and services.

City has received a proposal from KMBS for another five-year term. This proposal is based on a contract they have entered with Foundation for California Community Colleges (FCCC), based on a competitive bidding through an RFP process. KMBS has proposed new sets of products and services to the City based on the prices committed in their contract with FCCC.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Our experience with the copiers and the related services provided by KMBS for past five years has been extremely good. Moreover, by riding on the FCCC contract for the next 5 years, City is getting lower prices on products and services compared to what we are paying currently.

Few highlights of the new copier agreement:

- Per page rates fixed for next five years
- B&W per page rate of $ 0.0045 compared to current rate of $ 0.0055
- Color per page rate of $ 0.030 compared to current rate of $ 0.040
- Most of the newer copiers will have increased Pages Per Minute ratings.
- New copiers are state of the art and more reliable.
- At the lease’s conclusion, the equipment will be owned by the City.

It is expected that the lease of the copiers will be arranged through Konica Minolta Premier Finance under a qualified tax-exempt obligation pursuant to Internal Revenue Code. Such a tax-exempt obligation means the City does not pay taxes on the leased equipment, but the City must certify that it does not reasonably anticipate issuing tax-exempt obligations in excess of 10 million dollars during a calendar year.

ATTACHMENTS: Resolution
Agreement to be signed with KMBS
Proposal from KMBS (Exhibit A to the Agreement)
FCCC Contract (Exhibit B to the Agreement)
KMBS MFP Hard Drive Secure Disposal Service Agreement (Exhibit C to the Agreement)

Report Prepared By: Jitendra Kaneria, IT Manger

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to)
Execute a Lease/Maintenance Agreement) RESOLUTION NO. 22-
with Konica Minolta Business Solutions)

WHEREAS, the City's existing copier lease with Konica Minolta Business Solutions (KMBS) expired on March 26, 2022; and

WHEREAS, Foundation for California Community Colleges (FCCC) is a non-profit entity that operates a cooperative purchasing program to pool the purchasing power of schools nationwide and allows public agencies to make purchases based on competitively bid contracts with suppliers, including KMBS; and

WHEREAS, KMBS has offered a new set of copiers to the City for a new lease term of 60 months using the FCCC contract terms and pricing; and

WHEREAS, the City has determined that it is necessary, desirable and in the City's best interest to enter into a lease for the copiers with KMBS or their leasing company, Konica Minolta Premier Finance.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the five-year Master Lease/Purchase Agreement of digital copiers, and the five-year maintenance agreement, and to perform related administrative tasks necessary to implement the lease of new digital copiers.

BE IT FURTHER RESOLVED that the lease shall be a "qualified tax-exempt obligation" pursuant to Section 265(b)(3)(C) of the IRS Code of 1986 as amended; and the City has not issued and reasonable anticipates that it will not issue Tax-Exempt obligations in the amount exceeding ten million dollars ($10,000,000) during a calendar year.

PASSED AND ADOPTED, by the City Council of the City of Pittsburg, at a regular meeting on the 6th of June, 2022 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
KONICA MINOLTA BUSINESS SOLUTIONS, U.S.A., INC.
PURSUANT TO FOUNDATION FOR CALIFORNIA COLLEGES
ADMINISTRATIVE SERVICES AGREEMENT NO. 00003237

THIS Agreement ("Agreement") is made by and between the City of Pittsburg, a municipal corporation ("City") and Konica Minolta Business Solutions U.S.A., Inc., a New York corporation ("Konica Minolta") (Each of City and Konica Minolta is referred to as a "Party" and together are referred to as the "Parties") as of April __, 2022 (the "Effective Date"). Any capitalized terms not defined in this Agreement shall be given their meanings set forth in the Contract (as defined below).

WHEREAS, Foundation for California Community Colleges is a non-profit entity that operates a cooperative purchasing program to pool the purchasing power of schools nationwide and allows public agencies to make purchases based on competitively bid contracts with suppliers, including Konica Minolta; and

WHEREAS, City seeks to make a purchase under the terms of the Foundation for California Community Colleges Administrative Services Agreement No. 00003237 ("Contract"), for the installation and maintenance of, and training on the operation of, specified copier equipment as set forth in the attached Exhibit A, which equipment the City seeks to lease from Konica Minolta Premier Finance.

NOW, THEREFORE, City and Konica Minolta agree as follows:

1. City shall purchase and use, and Konica Minolta shall sell and provide, the Products and Services set forth in the attached Exhibit A subject to the terms and conditions of the Contract, attached hereto as Exhibit B, except as specifically set forth in this Agreement.

2. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement. 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.

3. **Compliance with Applicable Laws.** Konica Minolta and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Konica Minolta 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.

4. **Special Conditions.** The following special conditions shall apply to this Agreement:

a. Hard drive retention: removal of certain fleet devices from a City facility may include hard drive retention depending on the device model and configuration. To the extent available for City's fleet devices, at the time of disposal, the internal hard drive will be removed, sealed in a container and surrendered to City. The cost for removal of the hard drive will be one hundred dollars ($100) per hard drive. This Section shall also apply to devices from the new fleet, at the end of the contract term.
b. During the contract term, in the event of a hard drive failure on a device from the new fleet and to the extent available for City's fleet devices, the internal hard drive will be removed, sealed in a container and surrendered to City. A replacement hard drive will be installed and re-initialized at no cost to City provided that City signs Konica Minolta's MFP Hard Drive Secure Disposal Service Agreement, attached hereto and incorporated herein as Exhibit C.
c. Konica Minolta shall utilize a secure network to access copiers located at City for any troubleshooting or meter reading requirements. Konica Minolta shall test its security safeguards, including through the use of penetration or vulnerability testing, and shall make reports available to City whenever requested.

5. **Order of Precedence.** In the event of any inconsistency between this Agreement, the Contract and any other document referenced or incorporated herein, the terms of this Agreement shall govern.

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

CITY OF PITTSBURG	**KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**
_____	_____
Garrett Evans, City Manager	**[NAME & TITLE]**

Attest:

_____
Alice E. Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney



Proposal for:
The City of Pittsburg

May 10, 2022



KONICA MINOLTA

Barry Hadsell
(925) 784-1993
bhadsell@kmbs.konicaminolta.us



A Note on Validity of Pricing:

Equipment: Equipment purchasing pricing will be held firm for the term of the FCCC Contract which expires on April 4th, 2024.

Lease Rates: The leasing company reserves the right to adjust Lease Rates quoted herein if the Swap Rate as reported for the business day prior to the Commencement Date is higher than the Swap Rate as of the date of this communication (the "Initial Rate Date") in an amount equal to the difference between the Swap Rate on the Initial Rate Date and the Swap Rate on the business day before the Commencement Date. "Swap Rate" means the interest rate for swaps that most closely approximates the Term as published by the Intercontinental Exchange (NYSE:ICE) in its ICE Benchmark Administration Report entitled "ICE Swap Rate Historical Rates (Series/Run USD Rates SOFR 1100)" (https:/www.theice.com/marketdata/reports/180) (or as published by such other nationally recognized reporting source or publication as we may now or hereafter specify).



Konica Minolta Team

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Natalie Garcia
Service Manager
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ngarcia@kmbs.konicaminolta.us



Fleet Refresh

FOUNDATION *for* CALIFORNIA COMMUNITY COLLEGES

FCCC Contract Advantages

- ***No Need To:***
  - Develop RFQ/RFP/RFI (Legalities)
  - Advertise, announce the solicitation, post it, pre-bid meetings...
  - Deal with costly protests - *Contract was competitively Solicited by a public agency.*
  - Negotiate or manage contract

Proposed Equipment

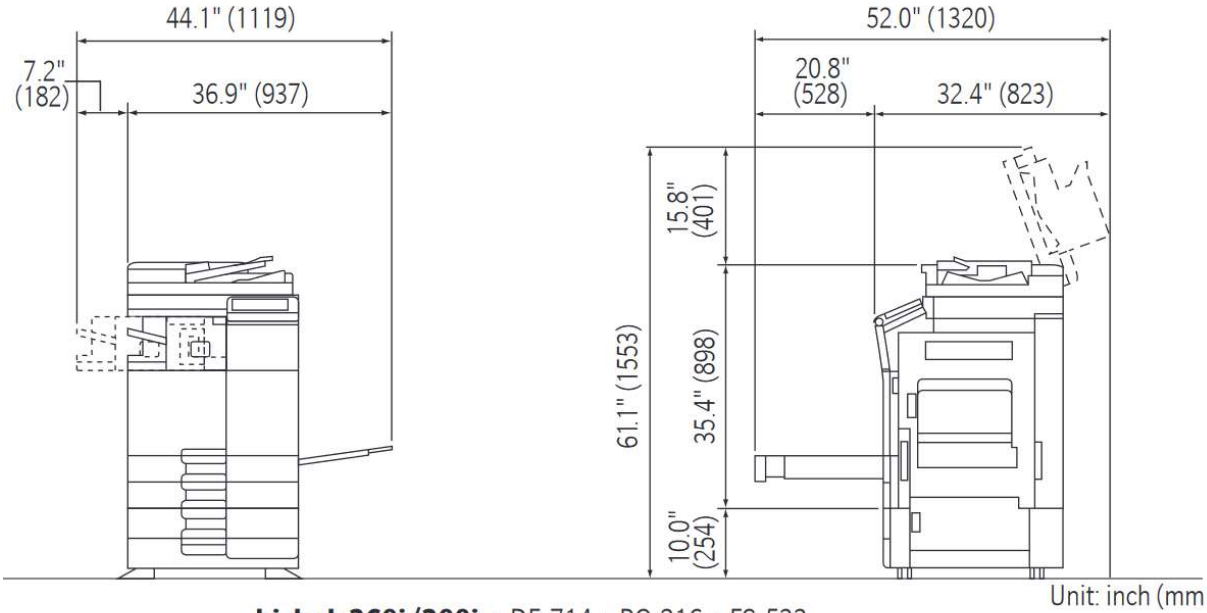
bizhub 300i - Configuation 1

1) Utility Billing Payment Center



- 30 PPM Print/Copy
- 10.1” Touch Screen Control Panel
- Dual Scanning up to 200 ipm
- 2 Paper Drawers (2 x 500 sheets)
- Print/Copy up to 12”x18”
- Copy Desk (storage)
- 50 Sheet Inner Stapler
- Fax Kit
- External Keyboard

***Image for illustrative purpose only**



bizhub 360i/300i + DF-714 + PC-216 + FS-533

Proposed Equipment

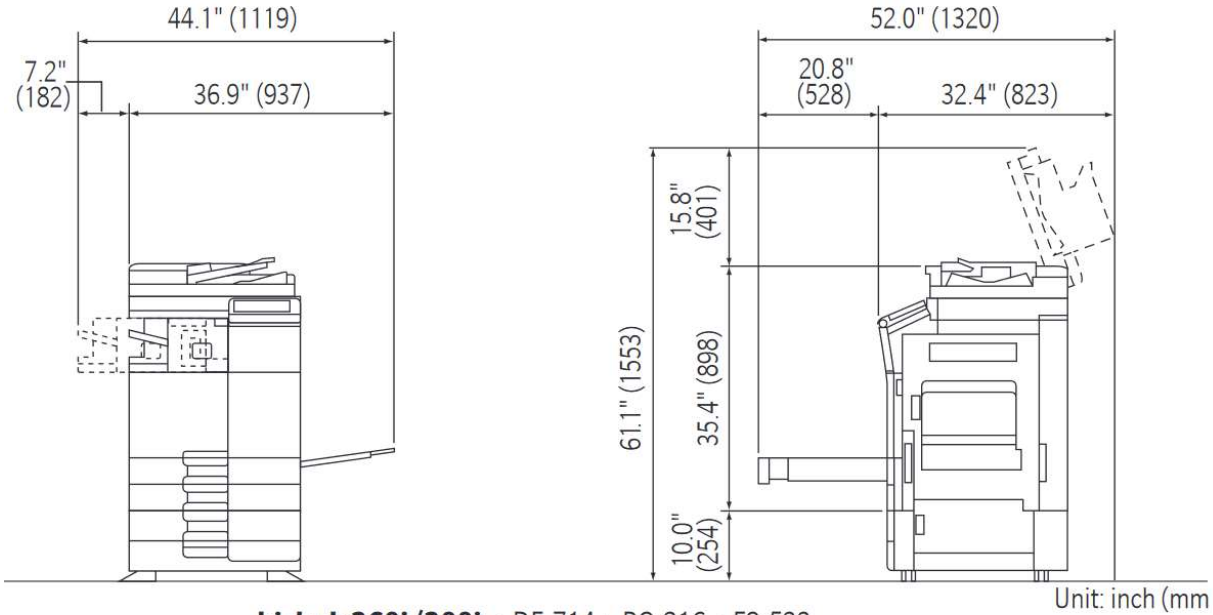
bizhub 300i - Configuation 2

1) Building Lobby – 1st FL



- 30 PPM Print/Copy
- 10.1” Touch Screen Control Panel
- Dual Scanning up to 200 ipm
- 4 Paper Drawers (4 x 500 sheets)
- Print/Copy up to 12”x18”
- 50 Sheet Inner Stapler
- Fax Kit
- External Keyboard

***Image for illustrative purpose only**



bizhub 360i/300i + DF-714 + PC-216 + FS-533

Proposed Equipment

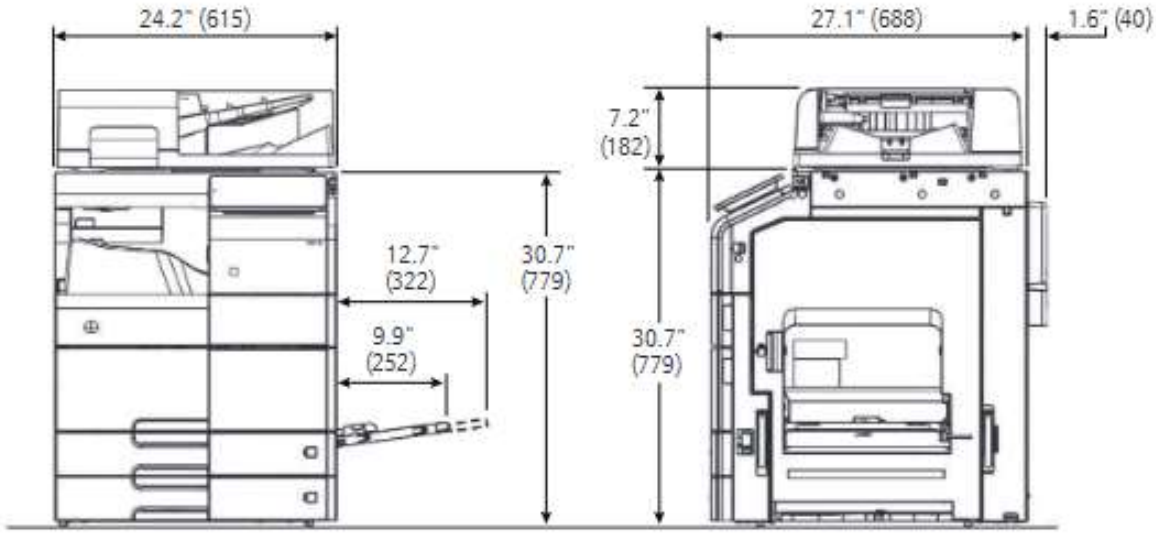
bizhub C550i - Configuation 1

1) Police - Report Writing, 2) City Manager's Office, 3) Island Energy, 4) Police Evidence, 5) Police - Sergeants, 6) Senior Center



- Up to 55 PPM Print/Copy
- 10" Touch Screen Control Panel
- Dual Scanning up to 280 ipm
- 4 Paper Drawers (4 x 500 sheets)
- Print/Copy up to 12"x18"
- 50 Sheet Inner Stapler
- Fax Kit
- External Keyboard

***Image for illustrative purpose only**



Proposed Equipment

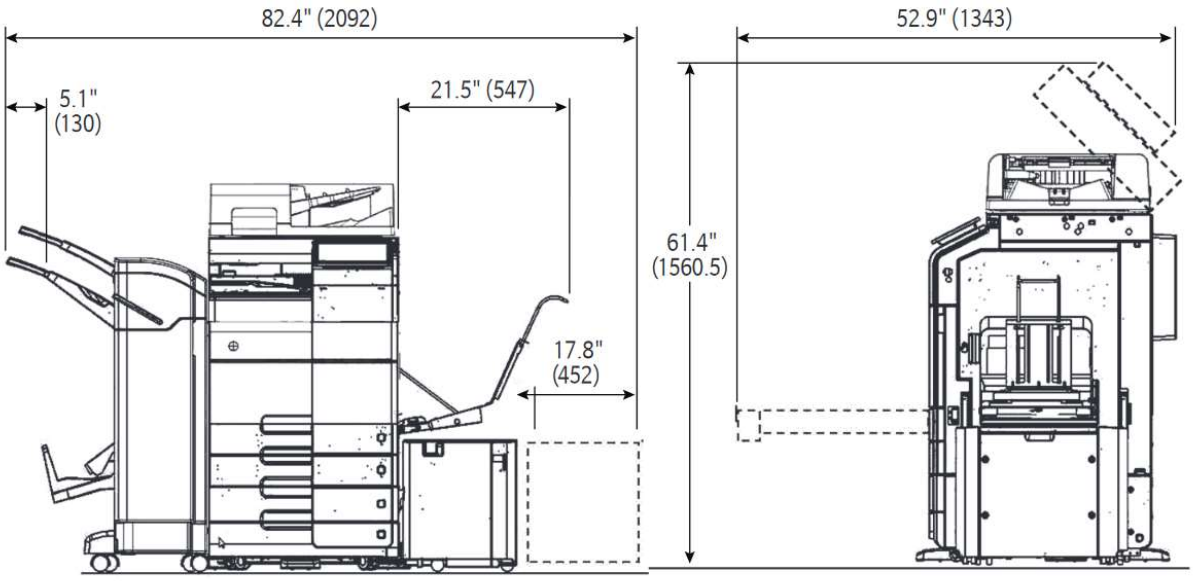
bizhub C550i – Configuration 2

1) Housing Authority



- Up to 55 PPM Print/Copy
- 10” Touch Screen Control Panel
- Dual Scanning up to 280 ipm
- 2 Paper Drawers (2 x 500 sheets)
- 1 Internal Large Capacity Paper Drawer (2,500 sheets)
- Print/Copy up to 12”x18”
- 50 Sheet Floor Stapler
- 2/3 Hole Punch
- Fax Kit

***Image for illustrative purpose only**



bizhub C650i/C550i/C450i + PC-216 (PC-116/PC-416/PC-417/DK-516) + FS-539 + LU-302

Proposed Equipment

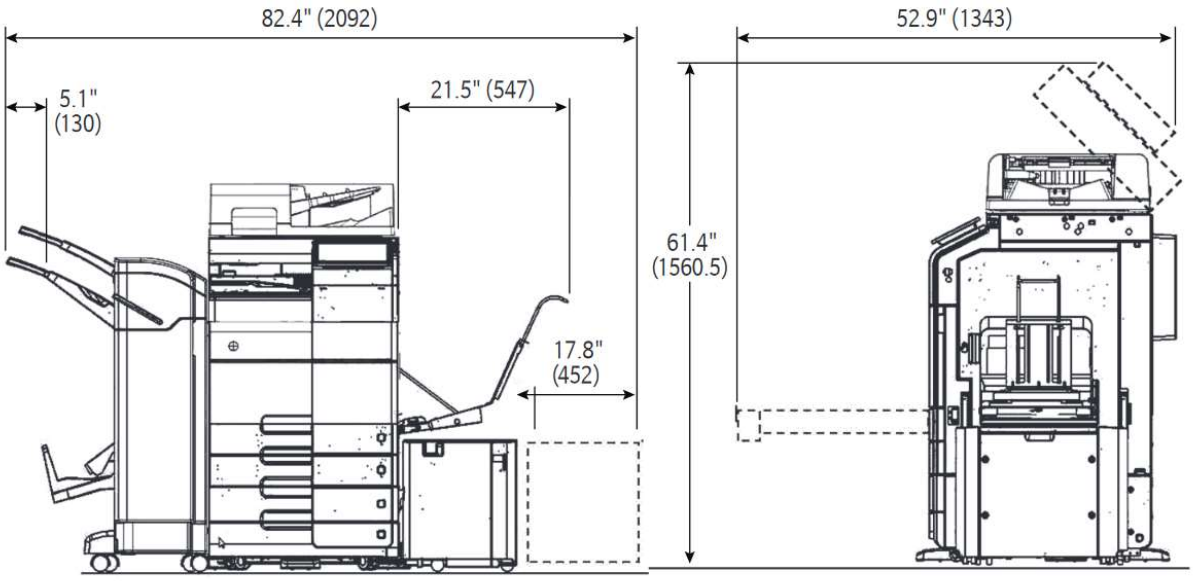
bizhub C550i – Configuration 3

1) Police – Chief's Office



- Up to 55 PPM Print/Copy
- 10" Touch Screen Control Panel
- Dual Scanning up to 280 ipm
- 2 Paper Drawers (2 x 500 sheets)
- 1 Internal Large Capacity Paper Drawer (2,500 sheets)
- Print/Copy up to 12"x18"
- 50 Sheet Floor Stapler
- Fax Kit
- Local Interface Kit
- External Keyboard

***Image for illustrative purpose only**



bizhub C650i/C550i/C450i + PC-216 (PC-116/PC-416/PC-417/DK-516) + FS-539 + LU-302

Proposed Equipment

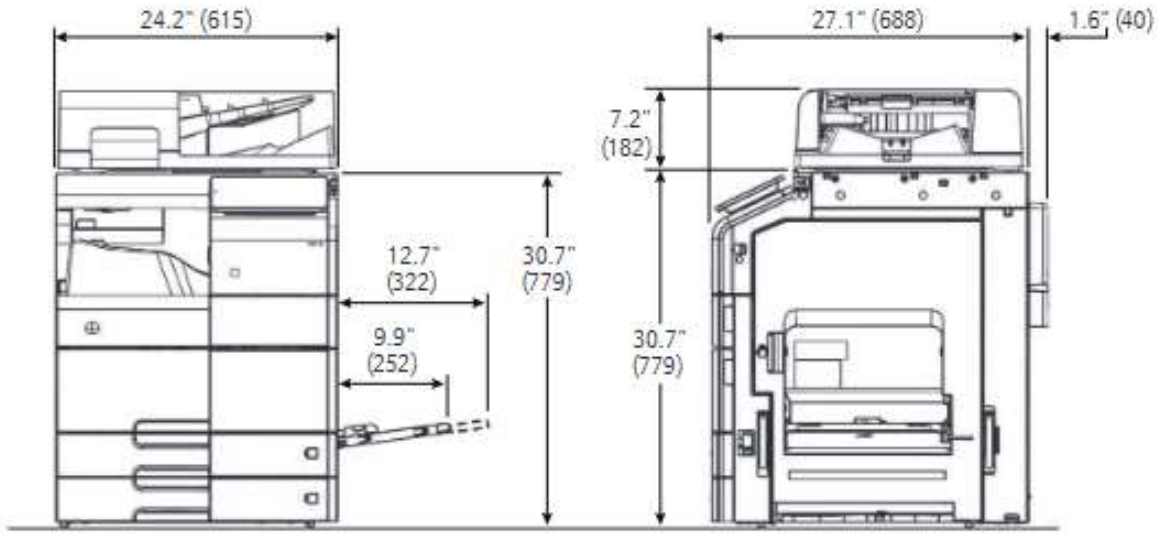
bizhub C550i – Configuration 4

1) Public Works - I, 2) Public Works – II, 3) Public Works – III,
4) Water Treatment Plant, 5) Environmental Center



- Up to 55 PPM Print/Copy
- 10” Touch Screen Control Panel
- Dual Scanning up to 280 ipm
- 4 Paper Drawers (4 x 500 sheets)
- Print/Copy up to 12”x18”
- 50 Sheet Inner Stapler
- 2/3 Hole Punch
- Fax Kit
- External Keyboard

***Image for illustrative purpose only**



bizhub C650i/C550i/C450i

Proposed Equipment

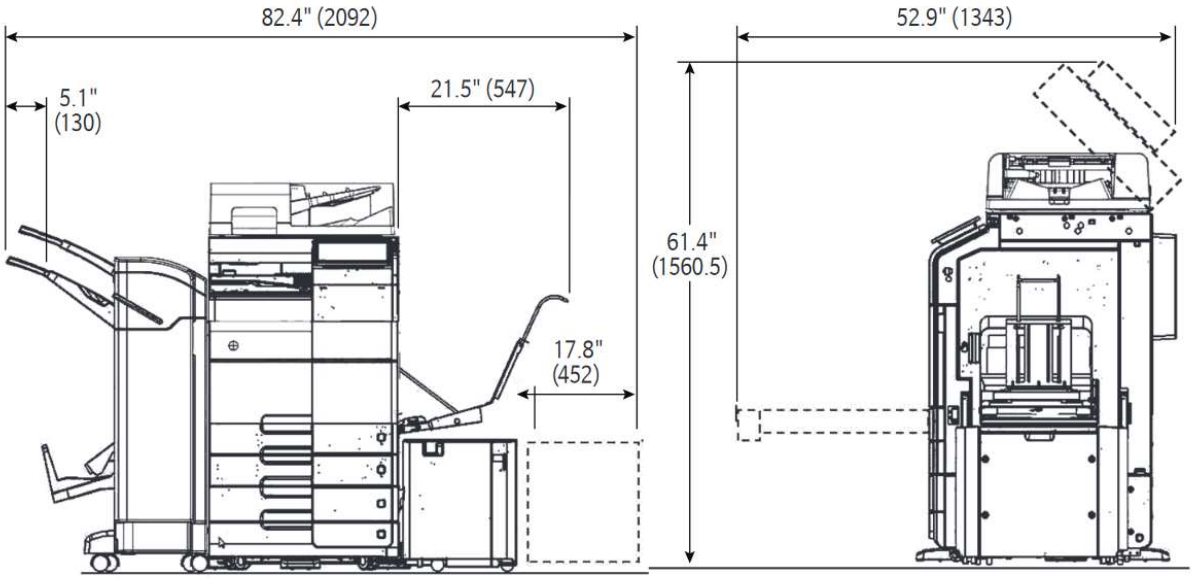
bizhub C550i – Configuration 5

1) Dev Services, 2) Marina



- Up to 55 PPM Print/Copy
- 10” Touch Screen Control Panel
- Dual Scanning up to 280 ipm
- 4 Paper Drawers (4 x 500 sheets)
- Print/Copy up to 12”x18”
- 50 Sheet Saddle Stitch/Folder Stapler
- Fax Kit
- External Keyboard

***Image for illustrative purpose only**



bizhub C650i/C550i/C450i + PC-216 (PC-116/PC-416/PC-417/DK-516) + FS-539 + LU-302

Proposed Equipment

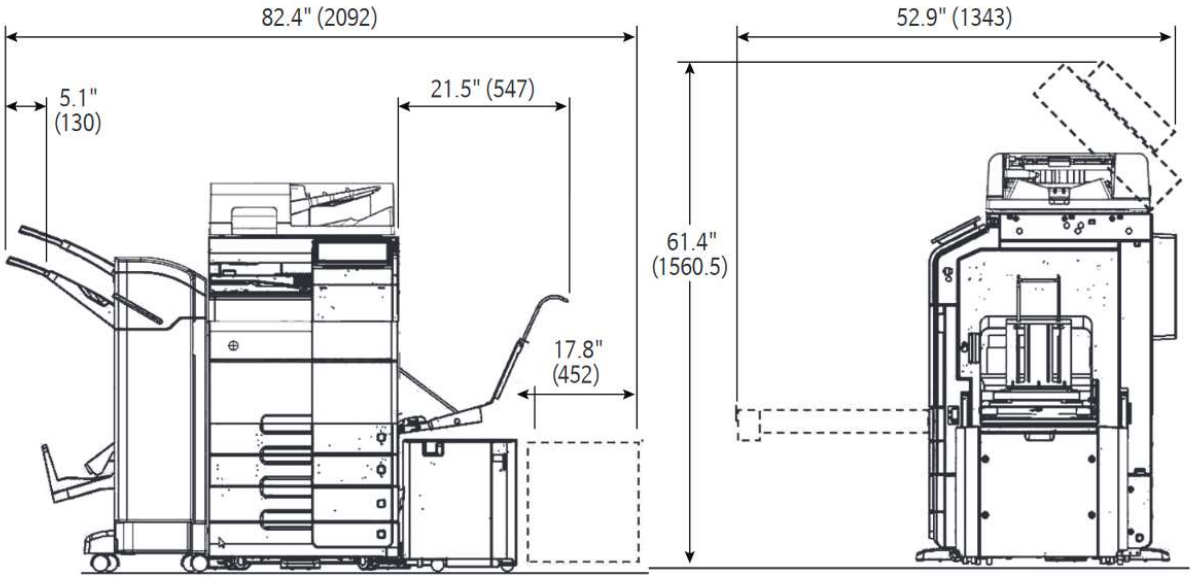
bizhub C550i – Configuration 6

1) Human Resources



- Up to 55 PPM Print/Copy
- 10” Touch Screen Control Panel
- Dual Scanning up to 280 ipm
- 4 Paper Drawers (4 x 500 sheets)
- Print/Copy up to 12”x18”
- 50 Sheet Saddle Stitch/Folder Stapler
- 2/3 Hole Punch
- Fax Kit
- External Keyboard

***Image for illustrative purpose only**



bizhub C650i/C550i/C450i + PC-216 (PC-116/PC-416/PC-417/DK-516) + FS-539 + LU-302



Proposed Equipment

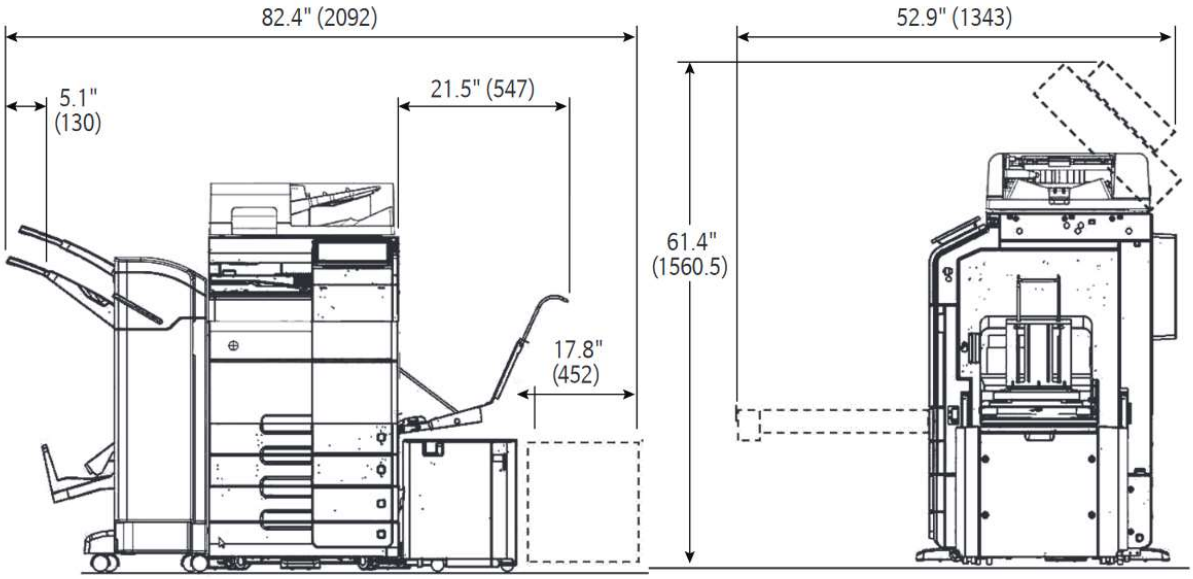
bizhub C650i – Configuration 1

1) Finance - Mailroom



- Up to 65 PPM Print/Copy
- Dual Scanning up to 280 ipm
- Large 10” Floating Color Display
- 2 Paper Drawers (2 x 500 sheets)
- 1 Internal Large Capacity Paper Drawer (2,500 sheets)
- Print/Copy up to 12”x18”
- 50 Sheet Floor Stapler
- 2/3 Hole Punch
- Fax Kit

***Image for illustrative purpose only**



bizhub C650i/C550i/C450i + PC-216 (PC-116/PC-416/PC-417/DK-516) + FS-539 + LU-302

Proposed Equipment

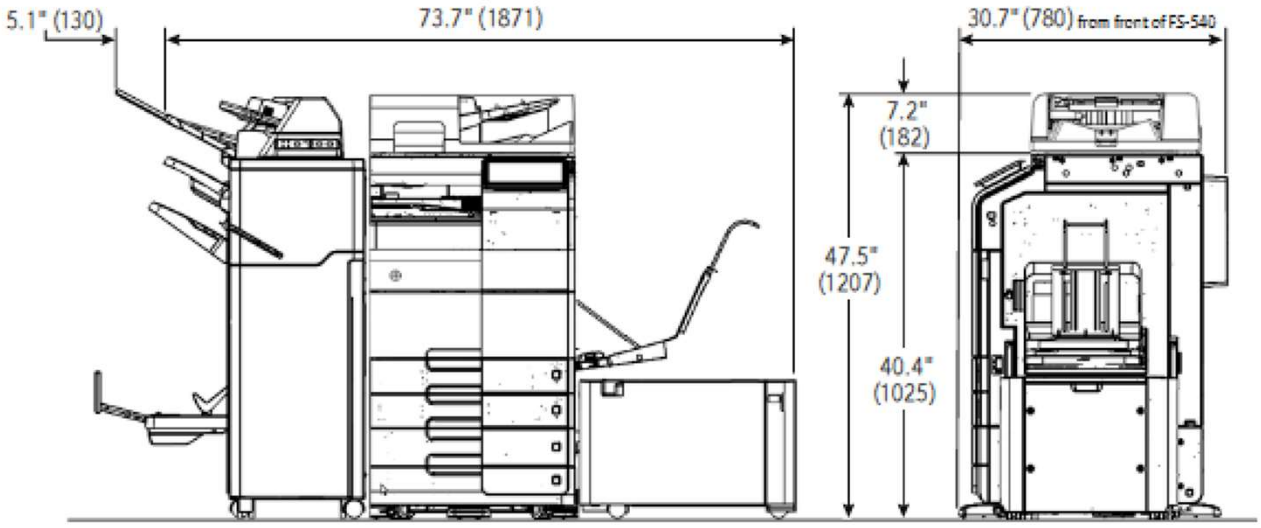
Bizhub C650i – Configuration 2

1) Community Dev. - Copy Room, 2) City Clerk



- Up to 65 PPM Print/Copy
- Dual Scanning up to 280 ipm
- Large 10” Floating Color Display
- 2 Paper Drawers (2 x 500 sheets)
- 1 Internal Large Capacity Paper Drawer (2,500 sheets)
- External Large Capacity Paper Supply (letter, legal, 11x17, 12x18)
- Print/Copy up to 12”x18”
- 100 Sheet Floor Stapler
- 2/3 Hole Punch
- Fax Kit
- External Keyboard

***Image for illustrative purposes only**



bizhub C650i/C550i/C450i + PC-216/PC-116/PC-416/PC-417/DK-516) + LU-207 + FS-540

Proposed Equipment

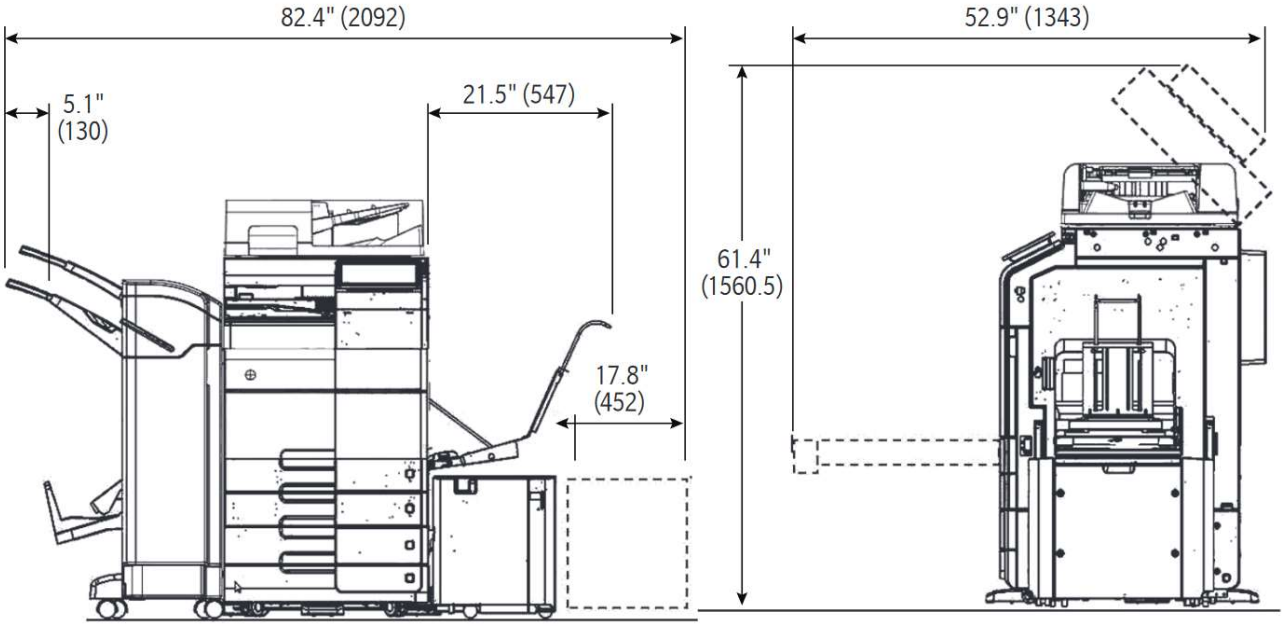
Bizhub C750i – Configuration 1

1) Police – Records, 2) Police - Investigations



- Up to 75 PPM Print/Copy
- Dual Scanning up to 280 ipm
- Large 10” Floating Color Display
- 2 Paper Drawers (2 x 500 sheets)
- 1 Internal Large Capacity Paper Drawer (2,500 sheets)
- Print/Copy up to 12”x18”
- 100 Sheet Saddle-Stitch/Folder Stapler
- 2/3 Hole Punch
- Z-Folding Unit
- Fax Kit

***Image for illustrative purposes only**





Current Costs

Current Situation													
Model	B/W or Color	Serial No.	Features	Location	Purchase Price	Monthly Min	B&W	Color	Avg Mo. Vol (B&W)	Avg Mo. Vol (Color)	Avg Mo. Cost (B&W)	Avg Mo. Cost (Color)	Total Mo. Cost
BIZHUB 287	B/W	A7AH011003217	28ppm, Auto Doc Feeder, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	BUILDING LOBBY - 1ST FL	$3,236.88	$0.00	0.0055	N/A	2,675	0	$14.71	$0.00	$14.71
BIZHUB 287	B/W	A7AH011002833	28ppm, Auto Doc Feeder, (2) 500 sht paper drawers, Storage Cabinet, Inner Finisher (50 sht), External Keyboard, Fax	POLICE - REPORT WRITING	$2,923.53	$0.00	0.0055	N/A	5,552	0	$30.54	$0.00	$30.54
BIZHUB 287	B/W	A7AH011003209	28ppm, Auto Doc Feeder, (2) 500 sht paper drawers, Storage Cabinet, Inner Finisher (50 sht), External Keyboard, Fax	UTILITY BILLING PAYMENT CENTER	$2,923.53	$0.00	0.0055	N/A	5,827	0	$32.05	$0.00	$32.05
BIZHUB 654E	B/W	A5YN017011435	65ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, (1) 2,500 sht external paper supply, Finisher (100 sht), 2/3 Hole Punch, External Keyboard, Fax	CITY CLERK	$7,689.92	$0.00	0.0050	N/A	7,518	0	$37.59	$0.00	$37.59
BIZHUB 654E	B/W	A5YN017009867	65ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, (1) 2,500 sht external paper supply, Finisher (100 sht), 2/3 Hole Punch, External Keyboard, Fax	COMM. DEV. COPY ROOM	$7,689.92	$0.00	0.0050	N/A	7,217	0	$36.09	$0.00	$36.09
BIZHUB C368	Color	A7PU011018696	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	CITY MANAGER'S OFFICE	$4,229.86	$0.00	0.0055	0.040	3,815	2,144	$20.98	$85.76	$106.74
BIZHUB C368	Color	A7PU011018176	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	DEV. SERVICES	$4,229.86	$0.00	0.0055	0.040	4,803	5,102	$26.42	$204.08	$230.50
BIZHUB C368	Color	A7PU011018819	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	ENVIRONMENTAL CENTER	$4,229.86	$0.00	0.0055	0.040	2,615	496	$14.38	$19.84	$34.22
BIZHUB C368	Color	A7PU011018998	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	ISLAND ENERGY	$4,229.86	$0.00	0.0055	0.040	1,570	1,483	$8.64	$59.32	$67.96
BIZHUB C368	Color	A7PU011017936	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	POLICE - EVIDENCE	$4,229.86	$0.00	0.0055	0.040	654	448	$3.60	$17.92	$21.52
BIZHUB C368	Color	A7PU011020652	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	POLICE - SERGEANTS	$4,229.86	$0.00	0.0055	0.040	2,562	1,563	$14.09	$62.52	$76.61
BIZHUB C368	Color	A7PU011018876	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	PUBLIC WORKS - I	$4,229.86	$0.00	0.0055	0.040	2,506	553	$13.78	$22.12	$35.90
BIZHUB C368	Color	A7PU011018839	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	SENIOR CENTER	$4,229.86	$0.00	0.0055	0.040	3,605	1,102	$19.83	$44.08	$63.91
BIZHUB C368	Color	A7PU011018142	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	MARINA	$4,229.86	$0.00	0.0055	0.040	1,456	761	$8.01	$30.44	$38.45
BIZHUB C368	Color	A7PU011018202	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), 2/3 Hole Punch, External Keyboard, Fax	PUBLIC WORKS - II	$4,393.42	$0.00	0.0055	0.040	2,343	655	$12.89	$26.20	$39.09
BIZHUB C368	Color	A7PU011019755	36ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), 2/3 Hole Punch, External Keyboard, Fax	WATER TREATMENT PLANT	$4,393.42	$0.00	0.0055	0.040	1,330	524	$7.32	$20.96	$28.28
BIZHUB C368	Color	A7PU017006586	36ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, Finisher (50 sht), Local Interface Kit, External Keyboard, Fax	POLICE - CHIEF'S OFFFICE	$4,483.89	$0.00	0.0055	0.040	566	413	$3.11	$16.52	$19.63
BIZHUB C368	Color	A7PU011018888	36ppm, Dual Scanner, (4) 500 sht paper drawers, Saddle Stitch Finisher (50 sht), 2/3 Hole Punch, External Keyboard, Fax	HUMAN RESOURCES	$4,955.20	$0.00	0.0055	0.040	5,002	1,207	$27.51	$48.28	$75.79
BIZHUB C654E	Color	A2X1017018199	65ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, Finisher (50 sht), 2/3 Hole Punch, Fax	FINANCE - MAILROOM	$7,546.83	$0.00	0.0055	0.040	16,094	4,198	$88.52	$167.92	$256.44
BIZHUB C654E	Color	A2X1017017904	65ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, Finisher (50 sht), 2/3 Hole Punch, Fax	HOUSING AUTHORITY	$7,546.83	$0.00	0.0055	0.040	9,665	1,858	$53.16	$74.32	$127.48
BIZHUB C654E	Color	A2X1017018161	65ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, Finisher (50 sht), 2/3 Hole Punch, Fax	POLICE - RECORDS	$7,546.83	$0.00	0.0055	0.040	16,656	1,681	$91.61	$67.24	$158.85
				Total Purchase Price	$103,398.94							Total Avg Monthly Service Cost	$1,532.32
				178								Total Monthly Lease Cost (60 mo.)	$1,974.92
												Total Monthly Cost	$3,507.24



Proposed Solution

Proposed Solution - Fleet Refresh												
Model	B/W or Color?	Features	Location	Purchase Price	Monthly Min	B&W	Color	Avg Mo. Vol (B&W)	Avg Mo. Vol (Color)	Avg Mo. Cost (B&W)	Avg Mo. Cost (Color)	Total Mo. Cost
BIZHUB 300i	B/W	30ppm, Dual Scanner, (2) 500 sht paper drawers, Storage Cabinet, Inner Finisher, External Keyboard, Fax	UTILITY BILLING PAYMENT CENTER	$3,074.46	$0.00	0.00450	N/A	5,827	0	$26.22	$0.00	$26.22
BIZHUB 300i	B/W	30ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	BUILDING LOBBY - 1ST FL	$3,331.11	$0.00	0.00450	N/A	2,675	0	$12.04	$0.00	$12.04
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	CITY MANAGER'S OFFICE	$4,317.01	$0.00	0.00450	0.030	3,815	2,144	$17.17	$64.32	$81.49
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	ISLAND ENERGY	$4,317.01	$0.00	0.00450	0.030	1,570	1,483	$7.07	$44.49	$51.56
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher, External Keyboard, Fax	POLICE - REPORT WRITING	$4,317.01	$0.00	0.00450	0.030	5,552	0	$24.98	$0.00	$24.98
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	POLICE - EVIDENCE	$4,317.01	$0.00	0.00450	0.030	654	448	$2.94	$13.44	$16.38
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	POLICE - SERGEANTS	$4,317.01	$0.00	0.00450	0.030	2,562	1,563	$11.53	$46.89	$58.42
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), External Keyboard, Fax	SENIOR CENTER	$4,317.01	$0.00	0.00450	0.030	3,605	1,102	$16.22	$33.06	$49.28
BIZHUB C550i	Color	55ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, Finisher (50 sht), 2/3 Hole Punch, Fax	HOUSING AUTHORITY	$4,388.75	$0.00	0.00450	0.030	9,665	1,858	$43.49	$55.74	$99.23
BIZHUB C550i	Color	55ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, Finisher (50 sht), Local Interface Kit, External Keyboard, Fax	POLICE - CHIEF'S OFFICE	$4,438.81	$0.00	0.00450	0.030	566	413	$2.55	$12.39	$14.94
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), 2/3 Hole Punch, External Keyboard, Fax	ENVIRONMENTAL CENTER	$4,455.92	$0.00	0.00450	0.030	2,506	553	$11.28	$16.59	$27.87
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), 2/3 Hole Punch, External Keyboard, Fax	PUBLIC WORKS - I	$4,455.92	$0.00	0.00450	0.030	2,506	553	$11.28	$16.59	$27.87
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), 2/3 Hole Punch, External Keyboard, Fax	PUBLIC WORKS - II	$4,455.92	$0.00	0.00450	0.030	1,485	655	$6.68	$19.65	$26.33
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), 2/3 Hole Punch, External Keyboard, Fax	WATER TREATMENT PLANT	$4,455.92	$0.00	0.00450	0.030	1,330	524	$5.99	$15.72	$21.71
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Saddle Finisher (50 sht), External Keyboard, Fax	DEV SERVICES	$5,018.19	$0.00	0.00450	0.030	4,803	5,102	$21.61	$153.06	$174.67
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Saddle Finisher (50 sht), External Keyboard, Fax	MARINA	$5,018.19	$0.00	0.00450	0.030	1,456	761	$6.55	$22.83	$29.38
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Saddle Stitch Finisher (50 sht), 2/3 Hole Punch, External Keyboard, Fax	HUMAN RESOURCES	$5,157.10	$0.00	0.00450	0.030	5,002	1,207	$22.51	$36.21	$58.72
BIZHUB C650i	Color	65ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, Finisher (50 sht), 2/3 Hole Punch, Fax	FINANCE - MAILROOM	$5,400.75	$0.00	0.00450	0.030	16,094	4,198	$72.42	$125.94	$198.36
BIZHUB C650i	Color	65ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, (1) 2,500 sht external paper supply, Finisher (100 sht), 2/3 Hole Punch, External Keyboard, Fax	CITY CLERK	$6,429.63	$0.00	0.00450	0.030	7,518	0	$33.83	$0.00	$33.83
BIZHUB C650i	Color	65ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, (1) 2,500 sht external paper supply, Finisher (100 sht), 2/3 Hole Punch, External Keyboard, Fax	COMMUNITY DEV. - COPY ROOM	$6,429.63	$0.00	0.00450	0.030	7,217	0	$32.48	$0.00	$32.48
BIZHUB C750i	Color	75ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, Saddle Finisher (100 sht), 2/3 Hole Punch, Z-Fold, Fax	POLICE - RECORDS	$9,248.10	$0.00	0.00450	0.030	16,656	1,681	$74.95	$50.43	$125.38
			Total Purchase Price	$101,660.46						Total Average Monthly Service Cost		$1,191.14
											Total Monthly Lease Cost (60 mos.)	$2,073.87
											Total Monthly Cost	$3,265.01



Current vs. Proposed*

(Total Savings per Month)

Comparison	Current	Proposed	Difference
Total Avg. Monthly Service Cost	$1,532.32	$1,191.14	-$341.18
Total Monthly Lease Cost (60 mo.)	$1,974.92	$2,073.87	$98.95
Total Monthly Cost	**$3,507.24**	**$3,265.01**	**-$242.23**

*** Excludes the new devices for Public Works III and Police - Investigations**



Proposed Solution

Public Works III and Police - Investigations

Proposed Solution												
Model	**B/W or Color?**	**Features**	**Location**	**Purchase Price**	**Monthly Min**	**B&W**	**Color**	**Avg Mo. Vol (B&W)**	**Avg Mo. Vol (Color)**	**Avg Mo. Cost (B&W)**	**Avg Mo. Cost (Color)**	**Total Mo. Cost**
BIZHUB C550i	Color	55ppm, Dual Scanner, (4) 500 sht paper drawers, Inner Finisher (50 sht), 2/3 Hole Punch, External Keyboard, Fax	PUBLIC WORKS - III	$4,455.92	$0.00	0.00450	0.030	2,343	618	$10.54	$18.54	$29.08
BIZHUB C750i	Color	75ppm, Dual Scanner, (2) 500 sht, and (1) 2,500 sht internal paper supplies, Saddle Finisher (100 sht), 2/3 Hole Punch, Z-Fold, Fax	POLICE - INVESTIGATIONS	$9,248.10	$0.00	0.00450	0.030	11,581	5,920	$52.11	$177.60	$229.71
			Total Purchase Price	**$13,704.02**						**Total Average Monthly Service Cost**		**$258.80**
											Total Monthly Lease Cost (60 mos.)	**$279.57**
											Total Monthly Cost	**$538.37**



Advantages of New Solution

1) Happier End-users!
    a. 30ppm vs. 28ppm (bizhub 287 vs. new bizhub 300i)
    b. 55ppm vs. 36ppm (bizhub C368 vs. new bizhub C550i)
2) New Technology
    a. More Reliable
    b. State of the Art Features
3) Lower Maintenance Costs
4) Lower Lease Costs



Equipment Pricing Includes…

- **Delivery**
- **Network Installation**
- **Training**

Maintenance Pricing Includes…

- **Parts**
- **On-Site Labor**
- **Toner**
- **Fixed Service Rates:**
  - Lease – Equal to the length of the lease term (locked for up to 60 months)



Fleet Maintenance Rates
Cost per Copy (CPC)

- ***Proposed New Equipment CPC Rates***
  - ***B/W = $.0045***
  - ***Color = $.03***
- ***Current Equipment - Renewal CPC Rates***

  (for current equipment a dept may want to keep)
  - ***B/W = $.00605***
  - ***Color = $.044***
  - ***Exception: bizub 654e B/W = $.0055***



KONICA MINOLTA

CUSTOMER **ONE** GUARANTEE

We believe the best customer experience comes from not only how our products perform and how easy they are to use, but also from giving our customers the peace of mind to know that our MFP are backed by the best guarantee in the industry. So when your new MFP arrives, you'll know you are getting the latest technology, superior service and support and a lease-long guarantee, **direct from the manufacturer.**

"It Works or It Walks"

We are so confident in the quality of our products that we guarantee your Konica Minolta MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:

- First two years: replacement will be a **brand new MFP**
- After two years: replacement may be new or refurbished
- **Plus,** Konica Minolta will also provide a $1,000 credit towards your next Konica Minolta MFP as a way to say "we're sorry for the inconvenience."

We've Got You Covered

The best customer experience is one that avoids problems altogether which is why we've established remote monitoring and a rapid response process in conjunction with your local sales representative.

- Our Solutions & Support team will proactively monitor our installed MFP's performance, looking to identify potential issues before they become problems for our customers.
- Should a problem arise, our technical support, local service manager and advanced diagnostics team members are all empowered to authorize a replacement, allowing for a fast and easy resolution.

FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES
www.foundationccc.org

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
ADMINISTRATIVE SERVICES AGREEMENT

Agreement No. 00003237

This ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is made this **12th day of March, 2020** ("Effective Date"), between the Foundation for California Community Colleges ("Foundation") and **Konica Minolta Business Solutions, U.S.A., Inc.** ("Supplier").

RECITALS

WHEREAS, the Foundation for California Community Colleges ("Foundation") is the official auxiliary organization for the California Community College ("CCC") Board of Governors, Chancellor's Office, and CCC system. It is a private, non-profit 501(c)(3) organization. The Foundation was formed and began operations in the spring of 1998-after the Board of Governors of the CCC had disassociated with the prior California Community Colleges Foundation in late 1997; and

WHEREAS, Los Angeles Community College District ("LACCD"), a California public school district, has entered into a Master Agreement 4500274899 dated August 14, 2019, attached hereto as Exhibit A ("Master Agreement") by and between LACCD and Supplier, as may be amended from time to time in accordance with the terms thereof, for Cost Per Copy Print Services and Ancillary Services, as more fully described in the Master Agreement **("Product")**; and

WHEREAS, Supplier desires to make the Master Agreement available to any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation in California (collectively, "Participating Public or Private Agencies"), where they may purchase Products at prices stated in the terms of the Master Agreement; and

WHEREAS, Supplier desires to include additional Supplier products that fall outside those awarded under Master Agreement 4500274899, as allowed under California Public Contract Code 20661, and attached hereto and incorporated by reference as Exhibit B.2.

WHEREAS, Supplier desires to provide additional products to this Agreement not included in its Master Agreement with LACCD;

WHEREAS, The Foundation developed, supports, and operates collegebuys.org ("CollegeBuys"), a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for the Product; and

WHEREAS, CollegeBuys was established in 1999 and represents over 1800 colleges and universities nationwide and is the largest higher education purchasing consortium nationwide. CollegeBuys focuses on facilities and construction related material and equipment; technology hardware, software and other technology; and higher education related products and services; and

WHEREAS, CollegeBuys seeks to improve the overall value and selection process of various facilities items, while leveraging the buying power of and providing a purchasing forum for educational institutions and public agencies. Some agreements will be based upon competitively bid vehicles through a lead agency, utilizing a thorough and business focused process which will raise the performance of the ultimate solution for these entities. Some Foundation agreements may not require a competitive solicitation through a lead agency.

THEREFORE, in consideration of the payments to be made and the mutual covenants contained in this Agreement, the Foundation and Supplier agree as follows:

1. TERMS AND CONDITIONS

1.1 Obligations of the Foundation.

1.1.1 Promotional Services. The Foundation shall utilize CollegeBuys in order to publicize and promote the availability of the Product under the Master Agreement ("Promotional Services") with all California Community Colleges, Public Colleges, and AICCU institutions.

1.2 Obligations of Supplier.

1.2.1 In consideration of the Foundation's promotional services described in Paragraph 1.1.1 above, Supplier shall pay the Foundation the Administrative Fee pursuant to section 3 of this Agreement.

1.2.2 Supplier shall comply with the Supplier Commitments attached hereto and incorporated herein as Exhibit C.

1.2.3 Supplier shall comply with the Supplier Program Standards attached hereto and incorporated herein as Exhibit D.

1.2.4 Supplier's failure to maintain the Commitments or comply with the Program Standards identified in Exhibits C and D, respectively, shall be a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, is cause for termination of this Agreement at the Foundation's sole discretion.

1.2.5 Upon request, Supplier shall make available to potential Participating Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary to evaluate potential purchases. Supplier authorizes the Foundation's use of Supplier's name, trademarks, and materials in promoting the use of the Master Agreement and purchasing program.

1.3 Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall

deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.

1.3.1 Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.

1.3.2 Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

1.3.3 Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be included as additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable. Konica Minolta agrees that its insurance policies and certificates shall contain standard cancellation language. Should any of the policies be cancelled prior to the expiration thereof, notification shall be provided in accordance with policy provisions.

2. SPECIFIC PROVISIONS

2.1 Term. This Agreement shall be coterminous with the Term agreed upon in Exhibit A, between LACCD and Supplier**.**

2.2 Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance. Foundation or a participating Agency may not terminate any orders that have shipped to a Foundation or a Participating Agency location prior to termination. Foundation or Participating Agency shall issue all payments owed to Supplier up to point of termination, as applicable. Termination for Convenience of this Agreement will not apply to any separate and standalone lease agreement entered into by the Foundation or a Participating Agency.

2.3 Terms and Conditions in Master Agreement. The terms and conditions of the Master Agreement, attached as Exhibit A, shall apply and are incorporated by reference into this Agreement except as otherwise provided in this Agreement.

2.4 **Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.**

3. QUARTERLY FEES & REPORTING

3.1 Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Public or Private Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit E. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.

3.2 Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public and Private Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in item 16 above, are due within thirty (30) days of the end of each calendar quarter.

3.3 Material Breach. Failure to provide a quarterly report within fifteen (15) days and payment within thirty (30) days, as specified in Paragraph 3.2 shall be regarded as material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within sixty (60) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5 %) per month until paid.

3.4 Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 3.2 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

3.5 Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a material discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have sixty (60) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. Audits shall be conducted no more than once per year, upon reasonable notice to Supplier, during Supplier's normal business hours, and shall cause minimal business disruption. If the audit reveals a material discrepancy, the Supplier shall be obligated to reimburse the Foundation's

reasonable costs and expenses directly related to the review of records and reports; the audit; Foundation staff time; and expenses, counsel, and collection.

4. GENERAL PROVISIONS

4.1 Purchasing. With respect to any purchases by a Participating Agency pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agency or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agency or any employee thereof under this Agreement.

4.2 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

4.3 Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

4.4 Assignment. Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. The consent requirement shall not apply to an assignment to a successor corporation in the event of a merger or acquisition. Further, each party may assign this Agreement without consent to any of its affiliates. Subject to the foregoing, this Agreement will be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

4.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

4.6 Notices. All reports, notices, and other written or electronic communications given under this Agreement shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

4.6.1 Foundation

Foundation for California Community Colleges

1102 Q Street, Suite 4800
Sacramento, CA 95811
Attn: **Jorge J.C. Sales**
Executive Director of Program Development
Email: jsales@foundationccc.org

4.6.2 Supplier
Konica Minolta Business Solutions U.S.A., Inc.
1595 Spring Hill Rd.
Vienna, Virginia 22182
Attn: **Paul Campana**
Email: pcampana@kmbs.konicaminolta.us

Copy to:
Konica Minolta Business Solutions U.S.A., Inc.
100 Williams Drive
Ramsey, NJ 07446
Attn: Legal Department

4.6.3 Written notice shall be deemed to have been duly served if delivered at or sent by registered or certified mail to the address provided by Supplier in Paragraph 4.4.2 above.

4.7 Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.

4.8 General Indemnity. Each party to this Agreement ("Indemnitor") shall defend, indemnify, and hold harmless the other and its agents, representatives, officers, consultants, employees (collectively "Indemnitees") from any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to, attorney's fees and costs including fees of consultants) of any kind, nature and description (collectively "Claims") brought by an unaffiliated third party, that results in a judgment awarded by a court of competent jurisdiction, or as part of a final settlement, and that directly arises out of, is connected with, or results from, the gross negligence, or willful misconduct of the Indemnitor or its agents or employees in the performance of or failure to perform Indemnitor's obligations under this Agreement and that results in death or personal physical injury, or damage to tangible personal property suffered or incurred by the Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

4.9 Limitation of Liability. In no event shall either parties' aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability exceed the amounts paid by the Foundation for California Community Colleges under this Agreement.

4.10 Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without

the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

4.11 Precedence. This Agreement and any exhibits constitutes the entire, complete, final, and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon the Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Foundation's Administrative Services Agreement; (2), Master Agreement between Supplier and LACCD; (3) Exhibits of this Agreement beyond the aforementioned.

4.12 Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

4.13 Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

4.14 Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the Effective Date.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By Joseph Quintana

Title Chief Operating Officer

Date Mar 11, 2020

By Julian Roberts

Julian Roberts (Mar 11, 2020)

Title Chief Financial Officer

Date Mar 11, 2020

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A, INC.

Terry Dixon (Mar 11, 2020)

By Terry Dixon

Title President, Direct Operations

Date Mar 11, 2020

EXHIBIT A

MASTER AGREEMENT

- **Schedule A: Product and Service Pricing**
- **Schedule B: Standard Maintenance Terms**
- **Schedule C: Konica Minolta's Response to District's RFP No. 18-11**
- **Schedule D: Customer One Guarantee**
- **Schedule E: Hardware Installation Check List Form**

LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 Wilshire Boulevard
Los Angeles, CA 90017

Contract

Bill To:
Los Angeles Community College District
770 Wilshire Blvd. A/P 5th Flr.
Los Angeles, CA 90017

Vendor Address

KONICA MINOLTA BUSINESS SOLUTIONS USA INC
800 SO. FIGUEROA ST. STE 800
LOS ANGELES CA 90017
(T)(213)437-3654

Service(s) To:
Los Angeles Community College District
770 Wilshire Blvd., Receiving 2nd Flr.
Los Angeles, CA 90017
(213)-891-2000

Information

Contract Number	4500274899
Contract Amount	$ 0.00
Order Date	08/29/2019
Vendor Number	1004968
Payment Terms	Payment Due Net 30 days
Requestor/Phone	
Confirmed with	MICHAEL McCOLGAN-Area V.P.
Start date	04/05/2019
End date	04/04/2024

Contract # must be referenced on all correspondence.

Fund Center	Comm Item	Fund Center	Comm Item

MASTER SERVICES AGREEMENT
BETWEEN
KONICA MINOLTA BUSINESS SOLUTIONS
AND
LOS ANGELES COMMUNITY COLLEGE DISTRICT
PURSUANT TO RFP No. 18-11

Authorize agreement with Konica Minolta for multifunction imaging devices and the maintenance and support of same equipment as requested through RFP No. 18-11 and the lease financing of said equipment and related software on behalf of the entire District. This type of equipment ranges in speeds from 25 pages per minute (PPM) to 80PPM and is designed for multiuser walk up scanning, copier, print and fax usage at the college sites and the District offices. There are approximately 491 units in this component. Term is April 5, 2019 to April 4, 2024, inclusive. Estimated cost for this category is: $4,800,000.

(PLEASE FIND ATTACHED THE MASTER SERVICES AGREEMENT INCLUDING SCHEDULE A - PRODUCT AND SERVICE PRICING (under separate cover); SCHEDULE B - STANDARD MAINTENANC TERMS; SCHEDULE C - KMBS RESPONE TO RFP 18-11 (under separate cover); SCHEDULE D - CUSTOMER ONE GUARANTEE; SCHEDULE E - HARDWARE INSTALLATION CHECK LIST FORM; EXHIBIT 1 - LEASE DOCUMENTS; ADDENDUM TO EQUIPMENT LEASE PURCHASE AGREEMENT; DOCUMENT INSTRUCTIONS FOR LEASE NUMBER; (sample) EQUIPMENT LEASE PURCHASE AGREEMENT-KONICA MINOLTA PREMIER FINANCE; INCUMBENCY CERTIFICATE; ESSENTIAL USE QUESTIONAIRE; (sample) EQUIPMENT LEASE PURCAHSE AGREEMENT-Payment Schedule; (sample) EQUIPMENT LEASE PURCHASE AGREEMENT/EQUIPMENT DESCRIPTION; BILLING INFORMATION; (sample) FORM 8038-G INFORMATION RETURN FOR TAX-EXEMPT GOVERNMENTAL BONDS AND INSTRUCTIONS; (sample) ACCEPTANCE CERTIFICATE.

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MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("AGREEMENT"), made and entered into this 14th day of August 2019, by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, Los Angeles County, California, hereinafter called the "District" or "Customer", AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC., 100 Williams Drive, Ramsey, NJ 07446 hereinafter called the "Proposer", "KMBS" or 'KONICA MINOLTA".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

THE RFP DOCUMENTS: The complete contract consists of the following documents: The Notice to Proposers, the Information for Proposers, the Accepted Proposal, the Specifications, the Proposal Sheets, the RFP Response Templates, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Proposer are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Proposal documents, or the Contract.

THE MATERIALS, SUPPLIES and/or SERVICES: The Proposer agrees to furnish the item or items of the stated Proposal listed herein, and all transportation, service, labor and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications, Plans, if any, and other Proposal documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of its delivery and acceptance by the District. It is understood by the Proposer that all items or service will be promptly delivered to Los Angeles Community College District as stipulated in the RFP documents. The items and/or services awarded are as follows:

5 Year Term with Purchase and Lease Option:
Workgroup Departmental Digital Copiers, Service and Supplies,

PROPOSER TO COORDINATE DELIVERY AND OR SERVICE WITH DISTRICT REPRESENTATIVE: The successful Proposer will be required to schedule installation with each individual department and then separately for the District Office and other support services.

PRICES / RATES: The District will pay the awarded Proposer for actual items/services provided to the District at the prices/rates that are listed on the (selected Proposer) "RFP Response Templates" that are submitted as part of the Proposers submittal.

INSURANCE REQUIREMENTS FOR THIS CONTRACT: When the awarded Proposer will be performing work or services at District facilities and/or will be delivering items to the District using the Proposer's own transport vehicles (rather than via common carrier), the awarded Proposer shall maintain adequate insurance to protect him/herself and the District from claims for damages or personal injury, including death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District.

The awarded Proposer shall be required to file the following proofs of such insurance with the District prior to receiving authorization to proceed on a contract:

- Certificate of Insurance naming the Los Angeles Community College District as an additional insured, confirming the following minimum coverage:

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- $1,000,000 combined single limit **general liability** coverage, and
- $1,000,000 **automobile liability** coverage,

- Endorsements to the above policies naming Los Angeles Community College District as an additional insured.
- Proof of Workers' Compensation coverage (or proof that coverage is not required or applicable).

Konica Minolta's insurance policies and certificates of insurance will carry standard cancellation clauses. Should any of the policies be cancelled prior to the expiration thereof, notification shall be provided in accordance with policy provisions and by Konica Minolta's insurance broker(s). In accordance with Konica Minolta's insurance policies, the District shall be provided reasonable notice of any cancellation of Konica Minolta's insurance policies.

The awarded Proposer shall maintain current insurance documents, for all of the above coverage's, on file at the District during the term of any contract with the District.

TITLE: Liability for loss or damage to Products referenced in the Order Package shall pass to Customer upon delivery to Customer's location. Title to Products referenced in the Order Package shall pass to Customer upon payment of the purchase price referenced in the Order Package unless Products are provided on a rental basis. Title to Products provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens and/or UCC Security Agreements (including UCC-1) and to acknowledge the financial interest of KMBS in the Products which are the subject of this Agreement. Title to KMBS OR 3RD party Intellectual Property shall at no time pass to Customer. KMBS's pre-existing proprietary rights shall remain with KMBS and the Customer is not granted any rights in any intellectual property embodied in the Products developed by KMBS OR 3RD party on behalf of the Customer, including but not limited to (i) all patent, copyright, trade mark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Products.. Neither Customer nor anyone under its control shall reverse engineer, disassemble, or decompile any software provided by KMBS or a 3rd party or included with or in the equipment ("Software") or copy, reproduce, alter, modify, or create derivative works of the Software or any part thereof.

AUTHORIZATION / NOTICE TO PROCEED: The awarded Proposer shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the awarded Proposer an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

PERMITS AND LICENSES: Proposer and all of the Proposers employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.

TAX I.D. INFORMATION: When requested by the District, the awarded Proposer shall be required to promptly submit its current tax identification information to the District, supplying a current W-9 and completion of the District's Proposer Information Sheet; these forms provide the District with additional important information to ensure that the awarded Proposer is correctly set up as a Proposer in the District's financial systems.

THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the designated District Inspector for this Contract or such qualified officer or employee as the Governing Board of the District may substitute therefore. Inspection of the items shall not relieve the awarded Proposer from any obligation to fulfill this Contract. Defective items shall be made good by the Proposer and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District Inspector and accepted. If any item shall be found defective at any time before final acceptance of

the complete delivery, the awarded Proposer shall immediately remedy such defect in a manner satisfactory to the District.

REMOVAL OF REJECTED ITEMS: All items rejected by the District Inspector at any time prior to final inspection and acceptance and if Konica Minolta determines the device cannot be properly repaired to manufacturer's specifications it will be eligible for a replacement under the terms of the Customer One Guarantee (Schedule D) and shall at once be removed from the place of delivery by the awarded Proposer who shall assume and pay the cost thereof without expense to the District and shall be replaced by satisfactory items.

TERMINATION FOR BREACH: If the awarded Proposer fails or neglects to supply or deliver any of the contracted goods, articles, or service at the prices named and at the times and places above stated, then the District may terminate this Agreement in whole or in part, upon Konica Minolta's failure to cure a default of its service obligations provided the District has provided Konica Minolta with 30 days written notice and the opportunity to cure. If after five (5) days Konica Minolta is unable to cure the breach, the District may immediately terminate the Agreement, unless otherwise agreed to by the District. This provision would exclude activity involving illegality by which the District should always have the ability to immediately cancel the Agreement and may purchase said goods, supplies or services elsewhere. Konica Minolta will make all reasonable efforts to comply with the time frames and will endeavor to notify District of any delays and will communicate anticipated dates of delivery. In lieu of financial guarantees, Konica Minolta will institute an escalation process to discern the root cause of the delay. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the awarded Proposer for Component(s) 2, 4 or 7, service and supply costs, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion. For the avoidance of doubt, withholding of any payments only applies to service billing.

EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract request any alterations, deviations, additions or omissions from the Specifications or Plans or other RFP documents, it shall be at liberty to do so, and the same shall in no way affect or void the contract, but the cost will be added to or deducted from the amount of said contract price as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- By an acceptable lump sum proposed from the Proposer.
- By unit price agreed upon by the District and the Proposer.

No change shall be made in any specification of any item under the contract unless a written statement setting forth the object of the change, its character, amount and the expense thereof is first submitted to the District and written consent thereto obtained.

TIME OF COMPLETION: Konica Minolta shall begin performance of the Contract promptly upon due execution and delivery to the District of the signed agreement. The awarded Proposer is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the RFP documents, unless otherwise agreed by the Parties.

INFRINGEMENTS - INDEMNIFICATION: Konica Minolta agrees to defend, indemnify and hold harmless Customer against any third party claims that the equipment and/or products leased or purchased under this

Agreement ("Products") violate any third party's intellectual property rights. Konica Minolta shall have no liability for any claims which are attributable to or related to: (a) any modification or alteration of the Products made by any party other than Konica Minolta; or (b) any combination of the Products with or any use of the Products with other products, parts, accessories or consumables manufactured by any party other than Konica Minolta; or (c) specifications, designs, standards or instructions provided to Konica Minolta by Customer; or (d) any other cause or reason not attributable to Konica Minolta. Konica Minolta's indemnification obligations are conditioned upon Customer: (i) promptly notifying Konica Minolta of any claim in writing; (ii) cooperating with Konica Minolta in the defense of the claim; and (iii) granting Konica Minolta sole control of the defense and settlement of the claim.

GENERAL INDEMNIFICATION

Konica Minolta will indemnify, defend and hold harmless the Customer, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising from third party claims of bodily injury, including death, or damage to real or tangible property, to the extent proximately caused, as determined by a court of competent jurisdiction in a final adjudication, by Konica Minolta's negligence or greater culpability. Konica Minolta's indemnification obligations are expressly conditioned upon Customer: (i) promptly notifying Konica Minolta of any claim in writing; (ii) cooperating with Konica Minolta in the defense of the claim; and (iii) granting Konica Minolta sole control of the defense and settlement of the claim.

ATTORNEY'S FEES: In the event of litigation or other proceedings to enforce or defend any term or provision of this Agreement, the non-prevailing party shall pay all costs and expenses sustained by the prevailing party except each party shall be responsible to pay its own attorney's fees.

PROPOSER IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this contract, the awarded Proposer is an independent Proposer, and is not an officer, employee or agent of the District.

SUBCONTRACTING: Proposer agrees to bind every subcontractor (to include, if any, of the Proposers selected authorized dealers or resellers) by terms of the contract as far as such terms are applicable to subcontractor's work. If Proposer subcontracts any part of this contract, Proposer shall be as fully responsible to the District for acts and omissions of his/her subcontractor, and of persons either directly or indirectly employed by his/her subcontractor, as he is for acts and omissions of persons directly employed by Proposer. Nothing contained in the RFP documents shall create any contractual relation between any subcontractor and the District.

District's consent to or approval of any subcontractor under this contract shall not in any way relieve Proposer of his/her obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.

ASSIGNMENT OF CONTRACT: This Agreement doesn't contemplate leasing. If the District chooses a leasing option, Konica Minolta would assign the financed assets to one of the Premier Financing companies for the purposes of financing and billing. The lease document is a separate and standalone document not subject to the terms of this Master Services Agreement. No assignment by the Proposer of any contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Proposer, will be recognized by the District unless such assignment has had the prior approval of the District and the surety, if applicable, has been given due notice of such assignment in writing and has consented thereto in writing. The Purchase Order shall not be deemed an asset of the Proposer. If the Proposer enters into any voluntary or involuntary receivership, bankruptcy, or insolvency proceedings, the Purchase Order may be canceled at the District's option upon written notice to the Proposer.

TOLL CHARGES: The Proposer must make available to the District a toll-free phone number if it is necessary that the District place long distance telephone calls in connection with the contract (for complaints, adjustments, shortages, failure to deliver, etc.).

SHIPPING INSTRUCTIONS: Delivery of material and specified documentation by the delivery date is essential to maintain the operating schedule of Los Angeles Community College District facilities. Deliveries may be expedited by the District. Proposer shall notify the District promptly of any conditions affecting the delivery date. The District may at its sole option accept or return deliveries which vary from the specified delivery date or quantities except for authorized partial shipments. All goods are to be shipped FOB Destination.

PACKING: All items listed on the Purchase Order shall be packaged and shipped in accordance with good shipping practices. All items or their containers shall be piece marked with a description and Purchase Order number. Items disassembled for shipment shall be match marked. Unpainted surfaces and openings shall be protected from impact and weather damage.

INVOICES: All invoices shall be submitted to the District Accounting Department. Purchase Order number will be entered on all invoices submitted for payment. In the event the District is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a currently completed invoice, whichever is later. If an adjustment in payment is necessary due to damages, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Purchase Order, but the invoice does not reflect the existence of a cash discount, the District is entitled to a cash discount with the period commencing on the date it is determined by the District Accounting Department that a cash discount applies.

All invoices not providing a discount shall be paid within thirty days from date of invoice at the required destination. For any portion of the material which does not conform to the requirements of the Purchase Order, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit the District's right to inspect and accept the material and its documentation, nor shall the withholding of any payment or prorated portion thereof preclude the District from pursuing any other rights or remedies it may have under the Purchase Order.

Except for sales, use, property or other taxes, the Purchase Order price for the material is inclusive of all other fees, excises and charges which are now or hereafter imposed by federal, state, municipal, or other local public authority.

ACCEPTANCE: The District shall accept the equipment by means of a separate and specific to each lease schedule a Delivery and Acceptance form signed by the District, only after sufficient tests and inspections have been made by the District within a reasonable time after receipt of the material to determine that the material meets all the requirements of the Purchase Order. If such inspections and tests show the material, or any part thereof, not to be as specified in the Purchase Order, the District may reject such material and Proposer shall be advised and shall promptly correct or replace such rejected material at Proposers sole expense or at the District's option, shall issue credit for monies paid.

WARRANTY: KONICA MINOLTA WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. IN LIEU OF ANY AND ALL ADDITIONAL WARRANTIES, KONICA MINOLTA OFFERS THE CUSTOMER ONE GUARANTEE (EXHIBIT D) AS THE CUSTOMER'S EXCLUSIVE WARRANTY. KONICA MINOLTA MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Proposer shall also warrant the item and or material to be free from defects in workmanship, materials, and design. Proposer shall conform to the requirements of the Purchase Order. Proposer shall, at its sole expense

and promptly after notification by the District during any warranty period, correct or replace such defective material F.O.B. destination. The warranty period for such corrected or replaced material shall be an equal duration as the original warranty period and shall start upon acceptance of such corrected or replaced material.

STATUTES AND CODES: The material and or work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes and standards of legally constituted authorities having jurisdiction as of the date of the Purchase Order.

PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY: Konica Minolta agrees to defend, indemnify and hold harmless Customer against any third party claims that the equipment and/or products leased or purchased under this Agreement ("Products") violate any third party's intellectual property rights. Konica Minolta shall have no liability for any claims which are attributable to or related to: (a) any modification or alteration of the Products made by any party other than Konica Minolta; or (b) any combination of the Products with or any use of the Products with other products, parts, accessories or consumables manufactured by any party other than Konica Minolta; or (c) specifications, designs, standards or instructions provided to Konica Minolta by Customer; or (d) any other cause or reason not attributable to Konica Minolta. Konica Minolta's indemnification obligations are expressly conditioned upon Customer: (i) promptly notifying Konica Minolta of any claim in writing; (ii) cooperating with Konica Minolta in the defense of the claim; and (iii) granting Konica Minolta sole control of the defense and settlement of the claim. If Konica Minolta determines that any Products infringe or are reasonably likely to infringe any third-party's intellectual property rights, it shall have the right, in its sole discretion and as Customer's sole and exclusive remedy, to procure for the Customer the right to use the infringing intellectual property on the same terms as contained in the Agreement, modify the infringing intellectual property so as to make it non-infringing while retaining substantially equivalent performance, replace the infringing intellectual property with non-infringing substantially equivalent intellectual property, or refund a pro rata portion of the amounts paid by Customer under the Agreement.

TAXES: Unless otherwise indicated, the District agrees to pay all state sales tax and, when applicable, use tax. No charge by the Proposer shall be made for Federal Excise Taxes. The District agrees to furnish the Proposer, upon acceptance of the articles supplied under a Purchase Order, with a tax exemption of articles supplied under the Purchase Order and a tax exemption certificate where applicable.

NON-WAIVER: No provision of this order or the rights to receive reasonable performance of any act called for by the terms shall be deemed waived by a waiver by the District of a breach thereof as to any particular transaction or occurrence. No waiver by the District shall be valid unless expressly stated to be a waiver in a change order.

UNCONTROLLABLE FORCES: Proposer shall not be liable for delay in the delivery date or inability to perform the work due to any cause beyond its reasonable control, provided that the Proposer promptly notifies the District in writing of the nature, cause, date of commencement and expected impact of the event and has exercised due diligence in proceeding to meet the delivery date. The District shall then extend, if possible, the delivery date for an equitable period due to such causes. Such causes are as follows: strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of public enemy, earthquake, or material availability.

PARTS: Proposer warrants that any parts furnished to the District shall be new and/or exactly like original and shall be warranted by Proposer that the parts will fit their intended use.

GOVERNING LAW: The Contract, Agreement, and Purchase Order shall be construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any legal actions, proceedings or claims related to the Agreement shall be brought in a competent court of jurisdiction in the State of California, County of Los Angeles.

NOTICES: Any legal notice pertaining to the Purchase Order shall be in writing and sent registered or certified mail postage prepaid. The notice shall be sent to the District or to the Proposer, as appropriate, to their respective addresses appearing on the Purchase Order. Notices to Konica Minolta shall be sent in writing by electronic mail or reliable mail courier to: Konica Minolta Business Solutions U.S.A., Inc., 100 Williams Drive, Ramsey, NJ 07446, Attention: Contract Administration with copy to Attention: Legal Department

COMPUTER HARDWARE & SOFTWARE: Proposer hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Proposer agrees to promptly respond to and resolve any non-complaint issue regarding accessibility of its products or services which is brought to its attention. Proposer further agrees to indemnify and hold harmless the Los Angeles Community College District, and any District related office or school using the Proposers products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

DELIVERIES: Deliveries are acceptable between the hours of 7:30 AM and 2:00 PM. No deliveries will be accepted on Saturdays, Sundays, legal and/or District holidays unless specifically provided for in the Purchase Order.

INTERPRETATION: If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. All Contract Documents are intended to and shall be interpreted to conform to all applicable requirements of local, state and federal law. All applicable laws are incorporated herein by reference.

AMENDMENTS: The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the District's Governing Board.

NOTICE TO PROCEED: The Proposer shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Proposer an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

PAYMENT: After delivery of any or all of the items and/or services hereinabove set forth and their acceptance by the Governing Board representative, the District agrees to pay to the Proposer, and the Proposer agrees to accept in full payment therefore, the sums set opposite each item, according to all the terms, conditions and specifications of the Proposal documents.

IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Proposer has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

SCHEDULES: The Schedules listed below are incorporated herein by this reference:

Schedule A: Product and Service Pricing
Schedule B: Standard Maintenance Terms
Schedule C: Konica Minolta's Response to District's RFP No. 18-11
Schedule D: Customer One Guarantee
Schedule E: Hardware Installation Checklist Form

Exhibit 1: Lease Documents

ORDER OF PRECEDENCE: If there is any conflict between or among any of the terms and conditions, the following order of precedence shall resolve the conflict:

a) The final signed contract
(b) any documents attached to the final contract (i.e. exhibits, addenda)
(c) any Statement of Work, but only with respect to that particular Statement of Work
(d) Konica Minolta's response to the RFP
(e) the RFP

ORIGINAL DOCUMENT: This Agreement may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. In any legal proceeding relating to this Agreement, the parties waive their right to raise any defense based on the execution of this Agreement in counterparts; or the delivery of such executed counterparts by copy, facsimile, or electronic delivery; or KMBS's acceptance of orders electronically.

ENTIRE AGREEMENT: This is the entire agreement between Customer and KMBS on the subject matter hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: Robert B. Miller

Title: Vice Chancellor of Finance & Resource Development

Date: _____

Vendor: KONICA MINOLTA BUSINESS SOLUTIONS U.S.A INC,

By: _____

Print Name: TERENCE DIXON

Title: PRESIDENT

Date: _____

LACCD No. 4500274899

SCHEDULE A

PRODUCT AND SERVICE PRICING

****Under Separate Cover****

SCHEDULE B

LACCD No. 4500274899

STANDARD MAINTENANCE TERMS

The following terms and conditions apply to the provision of services by Konica Minolta Business Solutions U.S.A., Inc. (KMBS) to the Customer during the term of this Agreement.

Equipment Services

100. Service Coverage Hours: Standard services under this Agreement are provided during normal business hours 8am-5pm, Monday through Friday, exclusive of core National holidays observed by KMBS.

101. Extended Coverage Services: Extended coverage services outside of standard coverage hours may be available on a per-event charge or fixed monthly premium.

102. Equipment Services: Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition as set forth in the equipment specifications detailed on http://kmbs.konicaminolta.us.

103. Equipment Exchange: Equipment exchange will be used for Equipment where on-site support is not available. KMBS will employ a 'hot swap' process and will provide packaging for return of the original unit. Customer is responsible to facilitate the reconnection and return process.

104. Preventative Maintenance: Preventive maintenance shall be performed as needed to ensure optimal operation of Equipment. This includes component replacement, adjustments and cleaning. End-user maintenance as defined in the Equipment's user guide is not covered.

105. Disclaimer: Repairs and/or services that fall outside the scope of this Agreement may be billed at prevailing hourly rates with prior authorization. This includes but is not limited to abuse/misuse, alteration or modification, 3rd party interference, use of non-standard supplies, usage beyond recommended operating parameters, theft, neglect, fire, water, casualty or other natural force. Failure to authorize repair and/or services may result in suspension or termination of this Agreement.

106. Site Environment: Customer shall be responsible to ensure that Equipment is placed in a location that meets manufacturer's requirements (available on the KMBS website) including space, power, network, temperature and humidity. Electrical power must meet voltage, amperage and electrical noise level requirements. KMBS personnel will be granted reasonable and safe access to perform services when required.

107. Prerequisite to service: For Equipment not previously under a continuous maintenance agreement, KMBS may need to confirm the Equipment is in good working condition before the start of this Agreement. Remedial service may be required to bring the Equipment to proper operating standards and the labor and parts associated will be billed at prevailing rates. A quote will be provided for Customer approval before work begins.

108. Relocation and Move Preparation: When requested, relocation services will be performed at no cost. Coverage at the new location is subject to service availability and acceptance by KMBS.

109. Initial Installation: Physical installation, removal of packing material and initial setup of Equipment will be performed by KMBS using default configuration settings at the location specified by Customer. Application of custom settings can be requested prior to installation. KMBS reserves the right to assess additional charges depending upon the extent of custom setup requirements, with prior written approval of the District.

110. Service Replacement: KMBS reserves the right to replace a device, at no additional cost to Customer, with a comparable unit when repair of the original device is not practical or economically feasible.

111. Color Calibration and Management: Routine and periodic color calibration and management of production color print profiles is not covered by this Agreement.

112. Additional Customer Requested Services: Customer may request services be performed that are outside the scope of this Agreement. Such services will be quoted and performed at agreed rates.

Supplies and Consumables

200. Consumable Supplies: If a supplies inclusive option is selected, KMBS will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples (unless selected) or paper. Wide format equipment may have other coverage options and/or exclusions. The consumable supplies provided are the property of KMBS until they are consumed and are intended to be used exclusively in the covered Equipment. Customer bears the risk of loss of unused supplies in the event of theft, employee misconduct, fire or other mishap.

201. Expected Yield. Intentionally deleted.

202. Supply Source: Genuine Konica Minolta supplies will be used under this Agreement for Konica Minolta Equipment. For non-Konica Minolta products KMBS will provide fully compatible toner and print cartridges for use in covered Equipment.

203. Supply shipping and handling. Intentionally deleted.

204. Auto Supply Delivery: If services are provided as part of a managed services agreement, KMBS requires a designated Customer contact(s) to confirm supply shipments via email and maintain delivery address information via MyKMBS.com or other agreed methodology.

Software and Solutions

300. Licenses: KMBS hereby grants the Customer the non-exclusive, non-transferable right to install, and use the software, updates, upgrades and patches included in this Agreement, provided the Agreement is in effect.

301. License Reactivation: Customer is responsible to safeguard software license keys. KMBS may charge a reactivation fee in the event license keys need to be regenerated.

302. Site Environment: Customer shall be responsible to insure that software is installed in an environment that meets manufacturer's requirements including operation system level, disk space, power, network, temperature and humidity.

303. Data Backups and restoration: Customer is responsible to manage server data backups. KMBS recommends adherence to industry best practices for backup procedures. In the event of a catastrophic data loss, the Customer is expected to restore the environment and data to prior state.

304. Access: Customer shall provide KMBS personnel with access to the servers and/or Equipment where the software is installed. Customer shall arrange and ensure that one of its employees or designated agents are present at all times when KMBS is performing maintenance and support services.

305. Solutions warranty: KMBS makes no warranty regarding the fitness of software that may or may not have been executed in conjunction with this Agreement for any particular use. If any 3rd party software or services are included at the time of sale, those warranties would be covered under the 3rd party end user license agreement or the master agreement between the 3rd party and KMBS.

306. Solution Integration: Solution integration with print output devices covered under this or another agreement may be affected by existing Customer software, configuration changes or other network environment issues. KMBS reserves the right to assess additional charges to resolve complex integration issues, including situations where the solution was initially provided by KMBS with prior written approval of the District.

307. Term: Coverage for both level 0 (Software maintenance) and level 1 (Helpdesk support) begin at time of installation of software at Customer's location. Level 1 support is only available when level 0 supports are in effect.

Software Maintenance (Level 0) and Helpdesk (Level 1)

400. Software Maintenance (Level 0): If this option is selected, the Customer is entitled support as defined in the 'Patches and Updates' sections.

401. Patches and Updates: Customer is eligible to receive periodic maintenance patches, hot-fixes and updates for licensed software covered under maintenance. Excluded are full version upgrades (i.e. v1.2 to v2.0) and the installation services required to install patches, hot-fixes and updates.

402. Access to patches and updates: Customer will be provided access to a website operated by KMBS or 3rd party supplier where patches and updates are accessible for download.

403. Start of service: Start of service rules may vary by OEM, software activation is expected within 30 days of purchase or install whichever comes first.

404. Current version: Customer is required to keep software and OS at the latest recommended version levels. Failure to perform recommended updates may result in suspension and/or termination of services under this Agreement, if not cured within 90 days from discovery by Konica Minolta.

405. Solutions Helpdesk Support (Level 1): If this option is selected, expert helpdesk support is available to the Customer to assist with covered software solutions including, PageScope Enterprise, Print Groove, Dispatcher Pro and select 3rd party solutions. Included are helpdesk services related to end-user support, baseline workflows, features and administrative functions involved in the operation of the software and workflows. Customer participation is required for remote and/or on-site support.

Professional Services, Solutions and Network

500. Initial Assessment: Customer agrees to provide or assist in gathering network configuration details needed by KMBS to perform contracted services.

501. Basic Network Services (BNS): BNS, where offered, covers common network integration in a MS Windows™ centric environment with typical network schema and print/scanning requirements.

502. Technical Pilot: When required Customer agrees to participate in a technical pilot where software installation, configuration, use cases and integration requirements are determined. Customer also agrees to participate in testing of the system(s).

503. Solution Baseline: Solution baseline is defined as the operating level and configurations agreed to by Customer and KMBS upon completion of the technical pilot and testing.

504. Enhancements: Enhancements and professional services beyond the baseline capabilities of the solution are available at an additional charge.

505. Digital Connected Support. Intentionally deleted.

506. Customer Data: KMBS shall not be liable for any claims, damages and cost relating to loss of data or disclosure of data due to acts or omissions of Customer or its employees, end-user errors or release of administrator password.

507. Hard Drive Security: If 'bizhub SECURE' or a comparable option has been ordered, KMBS will provide advanced security services. These services include real-time, hard-drive encryption (level 2 encryption – comparable to Department of Defense standards and US Air Force standards) and document data security through disk over-write as well as user mailbox data deletion, HDD encryption, HDD lock and administrative password (according to Customer policy).

508. Professional Services Projects: When requested by the Customer, KMBS can provide professional services associated with the enhancement of the Customer's printing, network connectivity, end of life hard drive disposal, fleet management, user experience, production management, job tracking and document environment. Such projects will be quoted and upon approval, performed and billed at prevailing hourly or per-instance rates.

509. Basic Production Services (BPS): Complex products are offered with comprehensive end-user training (BPS). The training is crucial to proper equipment operation and to ensure the Customer achieves satisfactory output. Service related to operator deficiency will be performed and billed at prevailing rates. Additional end user training when requested can be provided and will be billed at prevailing rates.

Meter and related

600. Meter Readings: LACCD will allow Konica Minolta to install the vCare automated meter capture method on capable equipment. If the vCare automated meter read function is interrupted, Konica Minolta and LACCD will work together on an alternate method to gather meter reads.

601. Definition of a Print: Each 8.5"x11" image generated by the covered Equipment is considered a 'print'. Larger paper sizes result in images that are a multiple of a single print based on length (17"=2 prints, 27" = 3 prints, 36" = 4 prints

and over 36" =5 prints). For 'wide format' equipment, one square foot of output equals one print. Duplex images count as twice the rate of simplex prints.

602. Electronic Meter Collection: KMBS offers vCare and other network based machine data collection methods for Customer convenience, billing accuracy and to enhance service effectiveness. Unless specifically directed otherwise, KMBS will enable vCare or network monitoring on capable Equipment.

603. Fleet Device Monitoring: If the Customer agrees to allow KMBS to install and maintain server based software to monitor the printing devices on the Customer network, and the monitoring software cannot reliably operate in the Customer's environment for any reason, KMBS reserves the right to suspend or terminate services under this Agreement.

Renewal and Maintenance

700. Automatic renewal: Intentionally deleted.

701. Customer Price Protection: Once Hardware is installed, the Service price in effect at time of installation shall be fixed for five (5) years. After the five (5) year term, the annual increase in the maintenance and base usage charges will not exceed 10%.

702. Aggregate Meter Billing: Intentionally deleted.

703. Auto Add of Equipment: Where the use of 'Fleet Device Monitoring' as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at pre-established price levels. The added device(s) will be covered under the terms of this Agreement. The Customer will be notified via email and may reject the addition of the device(s) by contacting KMBS.

Payment and Termination

800. Terms of Payments: Intentionally deleted.

801. Remedies and Collection: Accounts that are past due are subject to a suspension of services and may be subject to a monthly late fee based on 1.5% of the total amount due and reasonable recovery of costs associated with collections.

802. Default: Intentionally deleted.

803. Termination: Intentionally deleted.

804. Early Termination: Intentionally deleted.

General Legal

900. Business Purpose: Customer warrants and represents that the Equipment under this Agreement will be used for business purposes and not for personal, household or family purposes or other uses deemed illegal of infringing on the copyrights of others. Customer also warrants Equipment will be used directly by the Customer and will not be made available for resale without the express written consent of KMBS.

901. Assignment: Intentionally deleted.

902. Notices: Intentionally deleted.

903. WARRANTY: Intentionally deleted.

904. LIMITATIONS ON RECOVERY: Intentionally deleted.

905. Applicable Law: Intentionally deleted.

906. Force Majeure: Intentionally deleted.

907. Waiver and Severability: Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

908. **Original Document:** Intentionally deleted.

909. **Entire Agreement:** Intentionally deleted.

910. **Sellers Agent:** Customer is advised no employee, representative or agent of KMBS has authority to bind KMBS to commitments not specifically set forth in this agreement.

911. **Modification of Original Terms and Conditions:** Intentionally deleted.

912 **Indemnification:** Intentionally deleted.

SCHEDULE C

KONICA MINOLTA'S RESPONSE TO DISTRICT'S RFP NO. 18-11

****Under Separate Cover****

LACCD No. 4500274899

SCHEDULE D

CUSTOMER ONE GUARANTEE

Please click twice on icon to view Customer One Guarantee



Customer One Guarantee.pdf

Introducing the **ONE** GUARANTEE That Puts the Customer First.

KONICA MINOLTA

CUSTOMER **ONE** GUARANTEE

We believe the best customer experience comes from not only how our products perform and how easy they are to use, but also from giving our customers the peace of mind to know that our MFPs (Multifunction Products) are backed by one of the best guarantees in the industry. So when your new Konica Minolta branded MFP arrives, you'll know you are getting the latest technology, superior service and support, and a guarantee **direct from the manufacturer.**

"It Works or It Walks"

We are so confident in the quality of our products that we guarantee your Konica Minolta branded MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:

- First two years: replacement will be a **brand new MFP**
- After two years: replacement may be new or refurbished
- **Plus,** Konica Minolta will also provide a $1,000 rebate towards your next Konica Minolta branded MFP leased through Konica Minolta Premier Finance (KMPF) as a way to say "we're sorry for the inconvenience."

We've Got You Covered

The best customer experience is one that avoids problems altogether, which is why we've established remote monitoring and a rapid response process in conjunction with your local sales representative.

- Our Solutions & Support team will proactively monitor our installed MFP's performance, looking to identify potential issues before they become problems for our customers.
- Should a problem arise, our technical support, local service manager and advanced diagnostics team members are all empowered to authorize a replacement, allowing for a fast and easy resolution.

To learn more about the Konica Minolta **Customer One Guarantee**, contact your local sales representative.



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Terms & Conditions

- Equipment must be under continuous maintenance coverage from the date of installation.
  - *Genuine Konica Minolta parts and consumables must be used and maintenance procedures must be performed according to published schedules.*
  - *Improper use, electrical power, customer abuse and/or negligence and acts of God are not covered under this program.*
- Equipment Replacement Guarantee
  - *If Konica Minolta or its authorized dealer is unable to service a Konica Minolta product in the customer's office, a loaner will be provided at no charge while in-shop repairs are performed.*
  - *If within the first two years after installation the equipment cannot be repaired to meet factory specifications, we will replace it with a brand new equivalent model.*
  - *After the first two years, if the equipment cannot be brought to original specification, we will replace it with an equivalent model that may be new or refurbished.*
  - *If the equipment is replaced, the customer will receive a $1,000 rebate* towards the lease of a new Konica Minolta branded MFP, provided the new equipment is leased through KMPF.*
- Published Specifications include those listed on official Konica Minolta product literature for that model.
- Except as provided herein, Konica Minolta makes no other warranties whatsoever, expressed or implied, with regard to the products purchased, leased or rented by customer, the service, the software included with the product or its installation and maintenance and expressly excludes all other warranties including the implied warranties of merchantability and fitness for a particular purpose.
- Customer's exclusive remedy shall be replacement or repair of the product or non-conforming parts at the option of Konica Minolta as provided in this Customer One Guarantee. Neither Konica Minolta or its dealer shall be liable for any damages, including but not limited to damages due to loss of data or information of any kind, loss of or damages to revenue, profits or goodwill, damages due to any interruption of business, damage to customer's computers or networks, even if advised of the possibility of such damages. Customer expressly waives its rights to special, consequential, exemplary, incidental or punitive damages or monetary damages of any kind.
- **Products purchased or installed over 5-years from Konica Minolta invoice date are not eligible for Customer One claims.**
- **Konica Minolta reserves the right to accept or deny Customer One claims based on product life attained and / or total copies on product(s).**
- Customer One Guarantee only applies to the lease or purchase of **new** Konica Minolta branded equipment.
- Customer One Guarantee excludes desktop printers which has a standard warranty.

Network Environment

- The guarantee specifies that the network environment, including PC's and other access devices, remains the same as it was when the MFP was installed. Konica Minolta cannot guarantee the functionality of the MFP after customer network upgrades, software version & peripheral changes or the addition of non-approved 3rd party software. In this case, Konica Minolta will make every effort to work with you to ensure your MFP can function in the new environment up to and including requesting and implementing approved specification changes to the Konica Minolta firmware in order to function after the changes are completed.

*Rebate must be used within 36 months from date of equipment replacement.

KONICA MINOLTA



LACCD No. 4500274899

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Konica Minolta Business Solutions U.S.A., Inc. | 101 Williams Drive | Ramsey, NJ 07446
www.kmbs.konicaminolta.us | © 2016 Konica Minolta Business Solutions, U.S.A., Inc.

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SCHEDULE E

HARDWARE INSTALLATION CHECK LIST FORM



HWinstallationAGREE (1).pdf

Amendment to Hardware Installation Checklist Form:

The following in the Hardware Installation Checklist Form is revised:

Networking Acknowledgement of the Form:

LACCD requested we remove: "If the listed network configuration changes after the initial installation and those changes require Konica Minolta equipment to be re-configured, these services are chargeable".

Konica Minolta's counter language: If the listed network configuration changes after the initial installation and those changes require Konica Minolta equipment to be re-configured, the District and Konica Minolta will work together to agree on mutually acceptable rates.

Non-Networked Acknowledgement Section on the Form:

LACCD requested we remove: "The customer understands that network installation may be performed at a later date and this will be a chargeable service call at prevailing service rates."

Konica Minolta's Response: Konica Minolta agrees to the removal of the above language.

bizhub vCare

LACCD requested Konica Minolta revise: "Port 8080" in the third sentence to "a port designated by the District".

Konica Minolta accepts this revision.

Color Calibration

LACCD requested we remove the entire section since it is not applicable to Component One.

Konica Minolta's Counter language: Insert at the beginning of the first sentence, "If applicable to the equipment"

KONICA MINOLTA

Hardware Installation Checklist Form

(Scope of Work)

Power, Network, Scan, Print & vCare

Date:
Branch: Los Angeles

Company:		KMBS Sales Rep:	
Address:	City:	State:	Zip:
Key Contact:	( ) - x	Email:	
IT Contact: On-Site ☐	( ) - x	Email:	
MFP/Printer Model:	☐ Emperon ☐ *Km IC-XXX ☐ *Fiery ☐ *Creo ☐ Copier Only *(non-networked)*		

Power Requirements

(Production Units and/or Fiery Controlled units may require additional outlets & Power Filters)`

15A / 120V



NEMA: 5-15R
Volts: 120V AC
Amps: 15A

☐ *Examples:

Office Units	
Color	0-55 PPM
B&W	0-55 PPM
Misc	
A4, Desktops	

20A / 120V



NEMA: 5-20R
Volts: 120V AC
Amps: 20A

☐ *Examples:

Office Units	
Color	65-75 PPM
B&W	65-80 PPM

20A / 240V



NEMA: 6-20R
Volts: 208-240V AC
Amps: 20A

☐ *Examples:

Production Units	
B&W	95-110 PPM*
	*except 1051,1052

30A / 240V



NEMA: L6-30R
Volts: 208-240V AC
Amps: 30A

☐ *Examples:

Office Units	
Color	60-110 PPM
B&W	105-250 PPM*
	*2250(2x)

Network Protocol

IP Address	☐ No IP Address Preference – (DHCP)
2nd IP Address (Fiery's)	☐ USB Connection – may require hardware opt
Subnet Mask	☐ Crossover Connection
Default Gateway	SNMP ☒ *Default (Public / Private)* ☐ Unique:
Primary DNS Server	*The following must be near the equipment: A dedicated electrical outlets, a live Ethernet network connection & a Cat 5/6 patch Cable.*
Secondary DNS Server	

Scanning Complete ALL information related to each type of scanning requested.

☐ **Scan to Email**

Mail Server details IP/Host Name _____

Login: ☒ None ID _____ password _____

Port 25 *(25 & 587 common)* ☐ Scan using Microsoft Office® 365

From Address: _____

☐ **LDAP Search** IP/Host Name _____

Login ☐ None ID _____ password _____

Search Base _____

☐ **Scan to PC** You would like KMBS to set up scan to a shared folder. (max 3 included). Mac users may require a static IP address.

Sensitive User IDs and Passwords must be available to the technician **AT THE TIME OF INSTALL to avoid a chargeable return visit.*

Computer Name OR Static IP Address		Shared Folder Name	Windows Login*		Login Password*
	\			AND	
	\			AND	
	\			AND	

Faxing optional hardware may be required

☐ **Analog Fax Line** – Phone provided by "Phone" system. ☐ **Digital Fax Line "VoIP"** – Phone provided by "Cable" system.

☐ **Desktop Faxing** ☐ **Forward Inbound Faxes** ☐ Email _____ ☐ Network Folder _____

Data Transfer

☐ eMail & Fax destinations
☐ Account/Dept Codes

Authentication Options *(Prof. Services apply)*

☐ User Authentication ☐ MFP ☐ Server ☐ Active Directory ☐ NDS ☐ NTLM
☐ Biometric Authentication* ☐ Card Authentication* ☐ CAC Authentication **Additional Application Required*

Printing KMBS will set up printing from a maximum of 3 PCs, *Additional available, Prof Services apply*

☐ PCL 5/6	☐ PostScript - emulated	☐ XPS (Microsoft universal format)	☐ AirPrint	
Workstations Operation System	☐ Windows Version(s)	☐ Mac OS version	☐ Unix/Linux	☐ other
Server Operating System	☐ Windows	☐ Novell	☐ Unix/Linux	☐ Mac Server OS	☐ AS/400	☐ NO SERVER
Service: ☒ **vCare** *(Port 80 or 8080 must be open)*				

Customer Signature X	KMBS Sales Rep Signature
Printed Name	
Title: Date:	Date:

I hereby acknowledge that I have reviewed and accept the terms and conditions of this Scope of Work (see page 2)

Submit (Internal Use Only)

INITIAL HERE

KONICA MINOLTA

Hardware Installation Checklist Form

Scope of Work Terms and Conditions

All bizhub products are sold with power filters which prolong equipment life and improve image output consistency.

Power Requirement Acknowledgement *Additional Power may be required. See Note Under Power Requirement Outlets*

Customer acknowledges power requirements for the equipment and agrees to provide proper electrical supply and receptacles for required outlet(s) checked in boxes*. A dedicated outlet is recommended for any multifunction device, accessory, or print controller to minimize potential problems caused by voltage fluctuations. Due to the irregular nature of power currents Konica Minolta Business Solutions installs proper Power Filters (added cost), **unless specifically declined by client**, to protect against system damage. Power Filters provide full insurance against power-related service charges.

bizhub SECURE - bizhub SECURE is a professional security service that will provide lock down protection on your bizhub MFP, ensuring your valuable data is safe by providing hard drive password protection, encryption and automatic overwriting of data. bizhub SECURE is standard on all supported models. Due to security concerns, KMBS defaults to installing bizhub SECURE (added cost), **unless specifically declined by client**.

Networking Acknowledgement

Konica Minolta Business Solutions will provide software and drivers for the equipment described in this document and will be responsible for installing said software on 3 workstations. Additional installations are chargeable. If the listed network configuration changes after the initial installation and those changes require Konica Minolta equipment to be re-configured, these services are chargeable. Konica Minolta may configure the device to provide automatic meter reads. Ultimately, the customer is responsible for providing a functional network and associated hardware for the system connectivity. Konica Minolta Business Solutions may require the assistance of the customer's network support staff, consultant, or contractor to complete the install. The customer is solely responsible for these costs. Any work or changes outside this scope of work may be subject to additional charges.

Non-Networked Acknowledgement

If Customer chooses to NOT connect their Konica Minolta equipment to a network time of install. The customer understands that network installation may be performed at a later date and this will be a chargeable service call at prevailing service rates.

bizhub vCare *(Production Units (95ppm+) requires additional network port) Please see your sales representative for additional information)*

bizhub vCare is a Device Relationship Management system that interacts with the KMBS product(s) to be installed. I have reviewed the bizhub vCare Customer Information document, the bizhub vCare Security White Paper, as well as the bizhub vCare Security Policy Explanation. I will permit internet-based communication over Port 8080 (default) between my organization's Konica Minolta bizhub product(s) and Konica Minolta's bizhub vCare Server for the purpose of automated meter reading, technical performance monitoring, supply-level monitoring, and malfunction reporting. All services provided by this system fall under the Terms and Conditions in the Maintenance Agreement between KMBS and Customer.

Color Calibration for Print Controller and/or MFP

Customer understands the need to calibrate the bizhub MFP with either the Fiery or Creo Print Controller on a regular basis. "Off the Glass" calibrations do not provide optimal color accuracy and fidelity. For color critical applications KMBS recommends the ES-2000. If KMBS Service is engaged to perform system calibration, and the calibration corrects the color concern, this will be a chargeable service call at prevailing service rates.

Additional Concerns: *(Please Note here)*

EXHIBIT B

SUPPLIER PRICING

- **Exhibit B.1. – Los Angeles Community College ("LACCD") Pricing**
- **Exhibit B.2 – Additional Products Pricing**

EXHIBIT B.1

LOS ANGELES COMMUNITY COLLEGE (“LACCD”) PRICING

For access to a copy of the Los Angeles Community College ("LACCD") Pricing, please contact:

CollegeBuys Contracts
cbcontracts@foundationccc.org

EXHIBIT B.2

ADDITIONAL PRODUCTS PRICING

For access to a copy of the Additional Products Pricing, please contact:

CollegeBuys Contracts
cbcontracts@foundationccc.org

EXHIBIT C

SUPPLIER COMMITMENT

The Foundation for California Community Colleges asks each Supplier to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation for California Community Colleges (Foundation) has the support of senior management, and that the Foundation contract is the Supplier's primary offering to public agencies and school districts nationwide. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency's request, such agency will be transitioned to the Supplier's Foundation contract.

Sales Commitment - A commitment that the Supplier will aggressively market Foundation and that the sales force will be trained, engaged and committed to offering Foundation to public and private agencies nationwide, with a further commitment that all Foundation sales be accurately and timely reported.

Service Commitment - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all participating public and private agencies purchasing through Foundation's contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

- A toll-free national telephone for inquiries and orders
- Regional or toll-free fax number for inquiries and orders
- An email address for general inquiries
- Provide the following for Foundation WEB site use:
  -Standard logos
  -Summary of products and pricing
  -Information web-link to Supplier's website
  -Overall information about Supplier
  -Other promotional material as desired

EXHIBIT D

SUPPLIER PROGRAM PROMOTION

The Foundation for California Community Colleges (Foundation) recognizes that each **S**upplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit the supplier's business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the Foundation contract:

Account Management Team – The **S**upplier shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the **S**upplier's organization. The **S**upplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from Foundation concerning new public agency registrations, and for ensuring timely follow up by the **S**upplier's staff to requests for contact from public school districts. Additionally, Foundation suggests the **S**upplier implement and support a **S**upplier-based internet web page dedicated to the **S**upplier's Foundation program and linked to the collegebuys.org website.

Quarterly Review – Upon request, Foundation will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

Foundation for California Community Colleges Purchasing Program Awareness – Foundation is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Public and Private School Districts. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing camera-ready logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a web based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase collegebuys.org, awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to public school districts nationwide and the timely follow up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the collegebuys.org logo. Foundation will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Public Agency;
- Best educational pricing focused on the Total Cost of Ownership (TCO)
- No cost to participate
- Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on the Foundation contract. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- Key features of Foundation contract
- Understanding of the process of development of the Agreement
- Working knowledge of Foundation Organization and Solicitation Process
- Awareness of the range of public and private agencies districts that can access Foundation

EXHIBIT E

SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount $	Savings $	Foundation Admin. Fee $
	-	-			

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

EXHIBIT F

COOPERATIVE UTILIZATION

(1) LIST OF CALIFORNIA COMMUNITY COLLEGES
(2) LIST OF PRIVATE UNIVERSITIES IN CALIFORNIA

FOUNDATION for CALIFORNIA COMMUNITY COLLEGES
Benefiting, Supporting, and Enhancing the California Community Colleges

1102 Q Street, Suite 4800
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844
www.foundationccc.org

California Community Colleges

District	College	College Address	City	Zip
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	111110 Alondra Boulevard	Ridgecrest	93555
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014
Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022

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California Community Colleges

District	College	College Address	City	Zip
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841

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California Community Colleges

District	College	College Address	City	Zip
Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869

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District	College	College Address	City	Zip
Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049

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District	College	College Address	City	Zip
Sierra CCD	Sierra College	5000 Rocklin Rd.	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Reedley College	30277 Avenue 12	Madera	93938
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	West Hills College Coalinga	300 Cherry Lane	Coalinga	93210
West Hills CCD	West Hills College Lemoore	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776

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AICCU Member Institutions

Institution	Address	City	Zip
American Jewish University	15600 Mulholland Drive	Los Angeles	90077
Antioch University	400 Corporate Pointe	Culver City	90230
ArtCenter	1700 Lida Street	Pasadena	91103
Biola University	13800 Biola Avenue	La Miranda	90639
Brandman University	16355 Laguna Canyon Road	Irvine	92618
California Baptist University	8432 Magnolia Avenue	Riverside	92504
California College of the Arts	1111 Eighth Street	San Francisco	94107
California Institute of Integral Studies	1453 Mission Street	San Francisco	94107
California Institute of Technology	1200 E. California Boulevard	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360
Chapman University	One University Drive	Orange	92866
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059
Chicago School of Professional Psychology	617 W. 7th Street	Los Angeles	90017
Claremont Graduate University	150 E. 10th Street	Claremont	91711
Claremont McKenna College	888 Columbia Avenue	Claremont	91711
Columbia College Hollywood	18618 Oxnard Street	Tarzana	91356
Concordia University Irvine	1530 Concordia West	Irvine	92612
Dominican University of California	50 Acacia Avenue	San Raphael	94901
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105
Fresno Pacific University	1717 S. Chestnut Ave. East Hall	Fresno	93702
Golden Gate University	536 Mission Street	San Francisco	94105
Harvey Mudd College	301 Platt Boulevard	Claremont	91711
Holy Names University	3500 Mountain Boulevard	Oakland	94619
Humphreys University	6650 Inglewood Avenue	Stockton	95207
International Technological University	2711 North First Street	San Jose	95134
John F. Kennedy University	100 Ellinwood Way	Pleasant Hill	94523
Keck Graduate Institute	535 Watson Drive	Claremont	91711
La Sierra University	4500 Riverwalk Parkway	Riverside	92505
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651
Life Pacific College	1100 West Covina Boulevard	San Dimas	91733

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AICCU Member Institutions

Institution	Address	City	Zip
Loma Linda University	11139 Anderson Street	Loma Linda	92350
Los Angeles Pacific University	300 N. Lone Hill Ave., # 200	San Dimas	91733
Loyola Marymount University	1 LMU Drive	Los Angeles	90045
Marymount California University	30800 Palos Verdes Dr. East	Rancho Palos Verdes	90275
Menlo College	1000 El Camino Real	Atherton	94027
Mills College	5000 MacArthur Boulevard	Oakland	94613
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049
National University	11255 North Torrey Pines Road	La Jolla	92037
National University, Sacramento	9320 Tech Center Drive	Sacramento	95826
Notre Dame de Namur University	1500 Ralston Avenue	Belmont	94002
Occidental College	1600 Campus Road	Los Angeles	90041
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045
Pacific Oaks College	55 West Eureka Street	Pasadena	91103
Pacific Union College	One Angwin Avenue	Angwin	94508
Palo Alto University	1791 Arastradero Road	Palo Alto	94304
Pepperdine University	24255 Pacific Coast Highway	Malibu	90263
Pitzer College	1050 N. Mills Avenue	Claremont	91711
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106
Pomona College	333 N. College Way	Claremont	91711
Providence Christian College	1539 E. Howard Street	Pasadena	91104
Saint Mary's College of California	1928 Saint Mary’s Road	Moraga	94556
Samuel Merritt University	3100 Telegraph Ave.	Oakland	94609
San Diego Christian College	200 Riverview Parkway	Santee	92071
San Francisco Art Institute	800 Chestnut Street	San Francisco	94133
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102
Santa Clara University	500 El Camino Real	Santa Clara	95050
Saybrook University	475 14th Street, 9th Floor	Oakland	94612
Scripps College	1030 N. Columbia	Claremont	91711
Simpson University	2211 College View Drive	Redding	96003
Soka University of America	1 University Drive	Aliso Viejo	92656
Southern CA Institute of Architecture	960 E. 3rd Street	Los Angeles	90013

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AICCU Member Institutions

Institution	Address	City	Zip
Southern CA University of Health Sciences	16200 Amber Valley Drive	Whittier	90604
Stanford University	450 Serra Mall	Stanford	94305
TCS Education System	475 14th Street, 9th Floor	Oakland	94612
The Claremont Colleges Services	101 South Mills Avenue	Claremont	91711
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321
Thomas Aquinas College	10,000 Ojai Road	Santa Paula	93060
Touro College and University System	43 West 23rd Street	New York	10010
Touro University California	1310 Club Drive	Vallejo	94592
Touro University Worldwide	10609 Calle Lee, Ste. 179	Los Alamitos	90720
University of La Verne	1950 3rd Street	La Verne	91750
University of La Verne College of Law	320 East D Street	Ontario	91764
University of Redlands	1200 East Colton Avenue	Redlands	92374
University of Saint Katherine	1637 Capalina Road	San Marcos	92069
University of San Diego	5998 Alcala Park	San Diego	92110
University of San Francisco	2130 Fulton Street	San Francisco	94117
University of Southern California	University Park	Los Angeles	90089
University of the Pacific	3601 Pacific Avenue	Stockton	95211
University of the West	1409 Walnut Grove Avenue	Rosemead	91770
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766
Westmont College	955 La Paz Road	Santa Barbara	93108
Whittier College	13406 East Philadelphia	Whittier	90608
Whittier Law School	3333 Harbor Boulevard	Costa Mesa	92626
William Jessup University	2121 University Avenue	Rocklin	95765
Woodbury University	7500 N Glenoaks Blvd	Burbank	91504
Zaytuna College	1712 Euclid Avenue	Berkeley	94709

This list is not meant to be exhaustive. AICCU Membership is subject to change. Contract terms shall extend to any and all AICCU Member Institutions in good standing at the time of request.



MFP HARD DRIVE SECURE DISPOSAL SERVICE AGREEMENT

Customer Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code** _____

Serial # _____ **Model** _____

☐ **Hard Drive Removal**

Konica Minolta Technicians will remove the internal Hard Drive at installed location of the copier/printer.
Konica Minolta Technicians will hand over the Hard Drive to the authorized staff at the installed location of the copier/printer
Authorized staff will sign below, verifying that the copier/printer internal Hard Drive has been given to them

Initial:_____

Customer acknowledge receipt and acceptance of the terms provided above and the KMBS MFP Drive Secure Disposal Terms.
Not binding on KMBS until signed by KMBS representative.

Customer

Name _____
Please print

Signature _____
Date

Title _____

Konica Minolta Business Solutions U.S.A., Inc.

Name _____
Please print

Signature _____
Date

Title _____ **KMBS Representative**

Konica Minolta Business Solutions U.S.A., Inc.
100 Williams Drive
Ramsey, NJ 07446

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 Declaring the City's Granted Tidelands as Exempt Surplus Land

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

The City proposes to lease City-owned Granted Tidelands to revitalize the Pittsburg waterfront. The Surplus Land Act at California Government Code requires that a local agency declare land as surplus land or exempt surplus land, as supported by written findings before taking action to dispose of it.

FISCAL IMPACT

Approval of this Resolution will have no fiscal impact on the City's General Fund.

RECOMMENDATION

City Council adopt the Resolution declaring the City's Granted Tidelands as Exempt Surplus Land.

BACKGROUND

The availability and affordability of land for development has a significant impact on the supply of affordable housing in California. The Surplus Land Act therefore aims to increase the availability of real property in California for affordable housing by mandating a uniform approach to the disposition of local government land through prioritization of affordable housing when selling or leasing public lands no longer necessary for agency use.

The California Legislature granted sovereign tidelands and submerged lands located within the City limits to the City of Pittsburg under Senate Bill 551, Chapter 422, Statutes of 2011 (Granting Statutes). These Granted Tidelands are held in trust for the people of California. The City is required to operate its Granted Tidelands in conformance with the California Constitution, granting statutes and the Public Trust Doctrine.

In accordance with the granting statutes, the City recorded a Survey Map establishing the Granted Tidelands boundary and a legal description of the Granted Tidelands in December 2014 and in May 2015 respectively.

SUBCOMMITTEE FINDINGS

The declaration of Granted Tidelands as exempt surplus land was not discussed in a subcommittee.

STAFF ANALYSIS

The Public Trust Doctrine grants all Californians the right to access coastlines, beaches, and rivers, and in case law as been the basis for disallowing development that is private in nature such as residential housing. Per the Granting Statutes, all of Pittsburg's Granted Tidelands may be used for purposes of commerce, navigation, and fisheries, and other public trust purposes.

As shown by the survey in Attachment 2, all but approximately 58 acres of the City's Granted Tidelands are submerged in the Sacramento-San Joaquin River Delta (Upland Granted Lands). These acres are zoned either Open Space or Waterfront Commercial. According to the City's General Plan the Open Space-zoned areas are best suited for recreation, habitat preservation, and trail connectivity while the Waterfront Commercial-zoned areas are appropriate for Marine Commercial use, or non-industrial uses for a cluster of uses such as specialty retail, services, restaurants, marine repair docking facilities, and hotels. In accordance with the City's Trust Lands Use Plan adopted in 2017 and City's US EPA-funded Brownfields Program, integration of Granted Tidelands parcels is best achieved by qualified commercial uses that will activate the land and lend to the economic and recreational revitalization of the waterfront and downtown area as a whole.

It is of the City's interest to make the properties available for development of these allowed highest uses identified in the various strategic planning documents, Public Trust Doctrine, and Granting Statutes. Furthermore, the 2019 amendment of the Surplus Land Act broadened the scope of public land made available for affordable housing but Section 54221 et seq. defines exempt surplus land to include Surplus land that was granted by the state in trust to a local agency or that was acquired by the local agency for trust purposes by purchase or exchange, and for which disposal of the land is authorized or required subject to conditions established by statute.

ATTACHMENTS: Resolution
Granted Tidelands Survey

Report Prepared By: Sara Bellafronte, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Declaring the City's Granted Tidelands as)
Exempt Surplus Land) Resolution 22-

WHEREAS, the California Legislature granted sovereign tidelands and submerged lands located within the City limits to the City of Pittsburg (Granted Tidelands) under Senate Bill 551, Chapter 422, Statutes of 2011 (Granting Statutes); and

WHEREAS, the City is required to operate its Granted Tidelands in conformance with the California Constitution, Granting Statutes and the Public Trust Doctrine; and

WHEREAS, per the Granting Statutes, Pittsburg's Granted Tidelands may be used for purposes of commerce, navigation, and fisheries, and other public trust purposes, and the Public Trust Doctrine grants all Californians the right to access coastlines, beaches, and rivers; and

WHEREAS, it is of the City's interest to make its Granted Tidelands available for development of their highest uses identified in the Pittsburg General Plan and Trust Lands Use Plan and allowed by the Public Trust Doctrine and Granting Statutes; and

WHEREAS, the Surplus Land Act at California Government Code Section 54221 (f)(2)(H) defines exempt surplus land to include Surplus land that was granted by the state in trust to a local agency or that was acquired by the local agency for trust purposes by purchase or exchange, and for which disposal of the land is authorized or required subject to conditions established by statute.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby declares the City's Granted Tidelands exempt surplus land pursuant to the Surplus Land Act at California Government Code 54221 et seq.

PASSED AND ADOPTED by the City Council of the City of Pittsburg, at a regular meeting on the 6th day of June 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC- 2014-0220118-00
Thursday, DEC 11, 2014 14:29:00
FRE $0.00
Ttl Pd $0.00 Nbr-0002142565 rrc / R9 / 1-16

RECORD OF SURVEY MAP

Map title: RS 3661

Request of: CALIFORNIA STATE LANDS COMMISSION

Surveyor: DANIEL J FRINK

Location: TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422 STATUTES OF 2011 CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

Filed at the request of: James A. Stein

Date DECEMBER 11 2014

CONTRA COSTA COUNTY RECORDS

JOSEPH E. CANCIAMILLA
COUNTY RECORDER

Fee $ OFFICIAL PD

Book 149 LSM maps

Page 27-42, INCLUSIVE

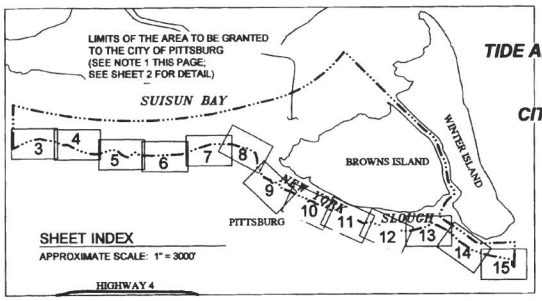
RECORD OF SURVEY

RS 3661

TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA

CALIFORNIA STATE LANDS COMMISSION

SURVEYED 11/18, 19, 25 & 12/3, 2013



APPROVED:
CALIFORNIA STATE LANDS COMMISSION
MEETING OF OCTOBER 14, 2014, ITEM NO. C 100.

JENNIFER LUCCHESI, EXECUTIVE OFFICER.

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS 10th DAY OF December, 2014, THIS PARCEL IS IN COMPLIANCE WITH THE SUBDIVISION MAP ACT PER SECTION 66428(a)2.

JAMES A. STEIN, PLS 6571
COUNTY SURVEYOR

JAMES A. STEIN — LS 6571 — STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS 11 DAY OF December, 2014 AT 2:29 PM IN BOOK OF 149 OF LICENSED SURVEYORS MAPS AT PAGE 27, AT THE REQUEST OF CALIFORNIA STATE LANDS COMMISSION.

SERIES#14-220118

JOSEPH E. CANCIAMILLA
COUNTY RECORDER
BY: _____
DEPUTY COUNTY RECORDER

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LANDS SURVEYORS' ACT AT THE REQUEST OF CALIFORNIA STATE LANDS COMMISSION IN NOVEMBER, 2013.

DANIEL J. FRINK, PLS 8864 — 11/3/2014

PROFESSIONAL LAND SURVEYOR — No. 8864 — STATE OF CALIFORNIA

GENERAL NOTES

1. THIS RECORD OF SURVEY INTENDS TO SHOW THE EXTENT OF THE LANDS GRANTED TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011 (SENATE BILL 551, APPROVED OCTOBER 2, 2011).
2. IN ADDITION TO BEING FILED WITH CONTRA COSTA COUNTY RECORDER'S OFFICES, THIS RECORD OF SURVEY IS ALSO ON FILE WITH THE CALIFORNIA STATE LANDS COMMISSION IN SACRAMENTO, CALIFORNIA UNDER GRANT NUMBER G02-03.
3. THIS RECORD OF SURVEY DEPICTS THE LOCATION AND EXTENT OF SOVEREIGN LAND TITLE INTEREST CLAIMS OF THE STATE OF CALIFORNIA IN AND TO ANY TIDE AND SUBMERGED LANDS, FILLED OR UNFILLED, WITHIN THE PROJECT AREA GRANTED TO THE CITY OF PITTSBURG. THE GRANT LINE DEPICTED WAS DERIVED FROM A VARIETY OF SOURCES DESCRIBED IN THESE NOTES.
4. THE PURPOSE OF THIS MAP IS TO SHOW THE LIMITS OF THE GRANT TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011. OTHER LINES ARE SHOWN FOR INFORMATIONAL AND ORIENTATION PURPOSES ONLY.
5. CALIFORNIA CIVIL CODE SECTIONS 670 AND 830 PROVIDE THAT THE LEGAL BOUNDARY BETWEEN TIDELANDS AND UPLANDS IS THE ORDINARY HIGH WATER MARK (OHWM), CASE LAW HAS EQUATED THE OHWM BOUNDARY AT LOCATIONS SUBJECT TO TIDAL ACTION, AND NOT ALTERED BY FILL OR ARTIFICIAL ACCRETIONS, AS THE INTERSECTION OF LAND AND THE ELEVATION OF MEAN HIGH WATER (MEAN HIGH TIDE LINE OR MHTL) THEREFORE, THE BOUNDARY (OHWM AND MHTL) BETWEEN UPLAND PROPERTY AND THE STATE'S SOVEREIGN PUBLIC TRUST PROPERTY INTERESTS IS AMBULATORY AND WILL CONTINUE TO FLUCTUATE WITH CHANGES IN SEA LEVEL, EROSION, AND NATURAL ACCRETION. THE BOUNDARY MAY NOT BE READILY APPARENT FROM PRESENT DAY SITE INSPECTIONS, IF AFFECTED BY ARTIFICIALLY INDUCED ACCRETION OR FILL. BOUNDARIES MAY BE FIXED BY COURT JUDGEMENT OR BOUNDARY LINE AGREEMENT. PARTICULAR REPRESENTATIONS OF THE OHWM OR MHTL ON SURVEYS THEREFORE DOES NOT NECESSARILY DESIGNATE A FIXED BOUNDARY LINE.
6. THE GRANT BOUNDARY AS SHOWN HEREON IS BASED UPON ANALYSIS OF THE BEST EVIDENCE KNOWN TO THE STAFF OF THE STATE LANDS COMMISSION AT THE TIME OF THIS SURVEY AND AS THIS MAP WAS BEING PREPARED. EVIDENCE PRESENTED TO THE COMMISSION OR ITS STAFF THAT MAY INDICATE A MORE ACCURATE POSITION OF THE OHWM / MHTL WITH RESPECT TO ANY SPECIFIC PARCEL IS WELCOME AND WILL BE CAREFULLY CONSIDERED. INTERESTED PARTIES SHOULD CONTACT THE STAFF OF THE STATE LANDS COMMISSION TO VERIFY WHETHER ANY UPDATES HAVE BEEN MADE.
7. THIS SURVEY AND ANALYSIS DOES NOT ADDRESS THE EXISTENCE OR EXTENT OF ANY POSSIBLE STATE SOVEREIGN PROPERTY INTERESTS THAT MAY EXIST IN THE SLOUGHS OR OTHER WATERWAYS THAT FLOW FROM OR INTO BROWNS ISLAND, OR THE ADJACENT TIDELANDS.
8. MALLARD ISLAND IS WITHIN SWAMP AND OVERFLOWED LAND LOCATION NUMBER 3471, SURVEYED APRIL 8, 1904 FOR E.S. BLACK, AND PATENTED AUGUST 10, 1905 TO W.J. SAWYER. ANY PORTIONS OF VALIDLY PATENTED LANDS OF MALLARD ISLAND ARE EXCLUDED FROM THE AREA GRANTED TO THE CITY OF PITTSBURG.
9. ALTHOUGH SOME SURVEY MONUMENTS PURPORTING TO MARK BOUNDARIES WERE LOCATED AS PART OF THIS SURVEY, THOSE MONUMENTS ARE USED ONLY AS POINTS OF REFERENCE TO THE LOCATIONS OF THE HIGH WATER LINES DEPICTED ON THESE MAPS. NO ATTEMPT HAS BEEN MADE TO DETERMINE THE LOCATION OF UPLAND PARCEL BOUNDARIES AS PART OF THIS SURVEY, AND NO STATEMENT OF ACCURACY, EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO THOSE BOUNDARIES. UPLAND PARCEL BOUNDARIES, WHERE THEY ARE DEPICTED, ARE SHOWN FOR GENERAL REFERENCE ONLY.
10. BOUNDARY LINE AGREEMENT 20 PERMANENTLY FIXED THE BOUNDARY LINE BETWEEN THE LANDS BELONGING TO THE STATE, ACTING THROUGH THE STATE LANDS COMMISSION, AND PACIFIC GAS AND ELECTRIC COMPANY. THE AGREEMENT WAS APPROVED BY THE STATE LANDS COMMISSION ON SEPTEMBER 14, 1961 AND RECORDED ON SEPTEMBER 20, 1982, IN BOOK 4208, PAGE 55 OFFICIAL RECORDS OF CONTRA COSTA COUNTY.
11. 22 LSM 27 (1963) DEPICTS THE AREA GRANTED TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 1835, STATUTES OF 1961 (REPEALED). THE LINE DEMARCATING THE UPLAND FROM THE GRANTED LANDS IS LABELED ON THE MAP AS "ORDINARY HIGH WATER MARK (STIPULATED)". THERE IS SOME EVIDENCE IN THE DEED RECORDED IN BOOK 197, PAGE 110 OFFICIAL RECORDS OF CONTRA COSTA COUNTY (SEE SHEET 8 FOR LOCATION) THAT THIS AREA WAS DREDGED AS PART OF THE STOCKTON DEEP WATER CHANNEL PROJECT. THE LOCATION OF THE HISTORIC MEAN HIGH TIDE LINE IN THIS AREA WAS NOT ASCERTAINABLE FROM INFORMATION AVAILABLE AT THE TIME OF THE PRESENT SURVEY. THE OHWM DEPICTED ON 22 LSM 27 WAS USED AS THE GRANT LINE FOR THE PRESENT SURVEY.
12. THE ORDINARY HIGH WATER MARK DEPICTED IN THIS AREA (SEE SHEET 9, STATIONS 1035 - 1043) WAS TAKEN FROM THE 1951 CSLC MAP "SURVEY OF THE MEAN HIGH TIDE LINE ON THE SOUTHERLY BANK OF THE NEW YORK SLOUGH WITHIN THE TIDELAND GRANT TO PITTSBURG" (CB 582). THE 1951 MAP SHOWS AN "OHWM TAKEN FROM PLAT REFERRED TO IN GRANT DESCRIPTION (HOOPER'S ADDITION 1903)".
13. BOUNDARY LINE AGREEMENT 203 PERMANENTLY FIXED THE BOUNDARY LINE BETWEEN THE LANDS BELONGING TO THE STATE, ACTING THROUGH THE STATE LANDS COMMISSION, AND THE CITY OF PITTSBURG AND THE CITY REDEVELOPMENT AGENCY. THE AGREEMENT WAS APPROVED BY THE STATE LANDS COMMISSION ON APRIL 29, 1981 AND RECORDED ON APRIL 28, 1982 IN BOOK 10780, PAGE 340, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.
14. BOUNDARY LINE AGREEMENT 180 PERMANENTLY FIXED THE BOUNDARY LINE BETWEEN THE LANDS BELONGING TO THE STATE, ACTING THROUGH THE STATE LANDS COMMISSION, AND PIONEER RUBBER MILLS, INC. THE AGREEMENT WAS APPROVED JUNE 14, 1969 AND RECORDED ON AUGUST 21, 1972, IN BOOK 8730, PAGE 245, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.
15. THE GRANT BOUNDARY WAS ESTABLISHED FROM MULTIPLE DEEDS FOR THE STOCKTON DEEP WATER CHANNEL (SEE SHEET 13 FOR REFERENCE INFORMATION). THE WATERWARD CALLS IN THESE DEEDS WERE TO LOW WATER, WHILE THE LANDWARD BOUNDARY OF THE DREDGING PARCELS DID NOT CALL TO A WATER BOUNDARY, THE LINES FIT REASONABLY WELL WITH THE 1929 SHORELINE AS SURVEYED BY R.R. ARNOLD (CONTRA COSTA COUNTY SURVEYOR), SEE R22. THE LOCATION OF THE DEED PARCELS WERE ESTABLISHED BY REFERENCE TO R21, WHICH DEMARCATES SOME OF THESE PARCELS, AND HAS COMMON LINES WITH THE REMAINING PARCELS. SEE SHEET 13 FOR DETAILS.
16. R22 "TIDE AND SUBMERGED LAND EAST OF PITTSBURG" DONE BY R.R. ARNOLD (CONTRA COSTA COUNTY SURVEYOR), DATED MAY, 1930 DEPICTS A SHORELINE ALONG THE SOUTH BANK OF NEW YORK SLOUGH AS SURVEYED IN 1930. BASED ON AVAILABLE INFORMATION, AND WITH THE EVIDENCE OF DREDGING IN THIS AREA FOR THE STOCKTON DEEP WATER CHANNEL PROJECT, THE 1930 SHORELINE SURVEY BEST REPRESENTS THE LAST NATURAL CONDITION PRIOR TO DREDGING. THE 1930 SHORELINE WAS HELD AS THE GRANT LINE FOR THE PURPOSES OF THIS SURVEY. THE MAP SHOWS AN AREA WHERE THE 1930 SHORELINE IS WATERWARD OF THE APPROXIMATE RANCHO LINE, AND IS LABELED ACCRETIONS. A LETTER FROM R.R. ARNOLD DATED OCTOBER 7, 1930 WAS FOUND IN CSLC CHAPTER LEASE 18.1 FILE STATING THAT MR. ARNOLD FELT THAT THERE MAY HAVE BEEN A MISTAKE IN THE RANCHO SURVEY AT THIS LOCATION, OR THAT THIS AREA HAS BEEN FILLED IN BY ACCRETIONS OR WASHINGS FROM THE RIVER.
17. STATE LANDS COMMISSION LEASE NUMBER PRC 4699 CPN PIPELINE AND COMMISSION LEASE NUMBER PRC 8730 TRANS BAY CABLE ARE NOT INCLUDED AS TRUST LANDS FOR THE PURPOSES OF THIS GRANT AND ARE EXCLUDED FROM THE GRANT AREA. THE LOCATION SHOWN IS APPROXIMATE, SEE LEASE AREA DESCIPTIONS ON FILE AT THE SACRAMENTO OFFICE OF THE CALIFORNIA STATE LANDS COMMISSION FOR CONTROLLING INFORMATION.
18. THE 1951 CSLC SURVEY (R15) SHOWS A 1951 OHWM, AND A 1951 MHTL. A NOTE ON SHEET TWO OF SAID SURVEY INDICATES THAT BOTH THE 1951 OHWM AND THE 1951 MHTL WERE LOCATED AT ELEVATION 2.6' ABOVE MEAN SEA LEVEL (NGVD 29), THE ELEVATION OF MHW AT THE TIME OF THE SURVEY.

LEGEND

- CONTINUOUSLY OPERATING GPS REFERENCE STATION PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC)
- FOUND MONUMENT AS NOTED
- XXXX GRANT LINE STATION (SEE SHEET 16 FOR COORDINATE VALUE TABLE)
- GRANT LINE PER THIS MAP
- RANCHO LOS MEDANOS MEANDER LINE, 1869
- LOW WATER AS NOTED
- APPROXIMATE PARCEL LINES
- RECORD DEED LINE AS NOTED
- RECORD MHTL / OHWM AS NOTED

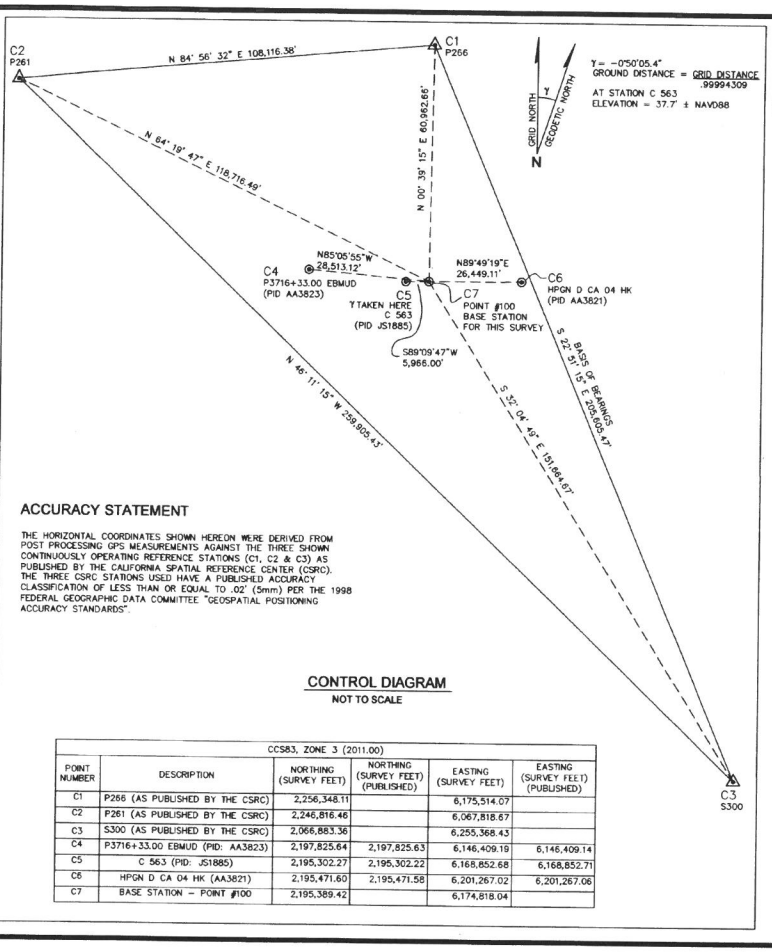
CALC	CALCULATED
CSLC	CALIFORNIA STATE LANDS COMMISSION
CSRC	CALIFORNIA SPATIAL REFERENCE CENTER
CONC	CONCRETE
CORS	CONTINUOUSLY OPERATING REFERENCE STATION
FND	FOUND
IP	IRON PIPE
LSM	LICENSED SURVEYORS MAPS
MHTL	MEAN HIGH TIDE LINE
MHWL	MEAN HIGH WATER LINE
MON	MONUMENT
NGS	NATIONAL GEODETIC SURVEY
OHWM	ORDINARY HIGH WATER MARK
OR	OFFICIAL RECORDS – CONTRA COSTA COUNTY
SFNF	SEARCHED FOR NOTHING FOUND
USC&GS	UNITED STATES COAST & GEODETIC SURVEY
YEAR–XXXXXX	COUNTY RECORDER DOCUMENT NUMBER

REFERENCES

(R1) 63 LSM 15
(R2) 50 LSM 29
(R3) MIRANT POWER PLANT ANNEXATION (2006–0142559)
(R4) 1999–0103318
(R5) 116 LSM 47
(R6) 19 LSM 33
(R7) 22 LSM 27
(R8) CSLC MAP CB 582
(R9) 124 M 31
(R10) 124 M 41
(R11) CSLC MAP CMF 2635
(R12) 319 M 46
(R13) 50 LSM 38
(R14) 68 LSM 19
(R15) CSLC MAP CB 564
(R16) 13 LSM 33
(R17) 98 LSM 6
(R18) 11 LSM 37
(R19) 79 LSM 20
(R20) 79 LSM 19
(R21) CSLC MAP CXB 1580
(R22) T–529 ON FILE AT CSLC
(R23) 100 LSM 30
(R24) 1990–0249590
(R25) BK. 197, PG. 110 O.R.

SHEET 1 OF 16

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ACCURACY STATEMENT

THE HORIZONTAL COORDINATES SHOWN HEREON WERE DERIVED FROM POST PROCESSING GPS MEASUREMENTS AGAINST THE THREE SHOWN CONTINUOUSLY OPERATING REFERENCE STATIONS (C1, C2 & C3) AS PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC). THE THREE CSRC STATIONS USED HAVE A PUBLISHED ACCURACY CLASSIFICATION OF LESS THAN OR EQUAL TO .02' (5mm) PER THE 1998 FEDERAL GEOGRAPHIC DATA COMMITTEE "GEOSPATIAL POSITIONING ACCURACY STANDARDS".

CONTROL DIAGRAM

NOT TO SCALE

CCS83, ZONE 3 (2011.00)					
POINT NUMBER	DESCRIPTION	NORTHING (SURVEY FEET)	NORTHING (SURVEY FEET) (PUBLISHED)	EASTING (SURVEY FEET)	EASTING (SURVEY FEET) (PUBLISHED)
C1	P266 (AS PUBLISHED BY THE CSRC)	2,256,348.11		6,175,514.07	
C2	P261 (AS PUBLISHED BY THE CSRC)	2,246,816.46		6,067,818.67	
C3	S300 (AS PUBLISHED BY THE CSRC)	2,066,883.36		6,255,368.43	
C4	P3716+33.00 EBMUD (PID: AA3823)	2,197,825.64	2,197,825.63	6,146,409.19	6,146,409.14
C5	C 563 (PID: JS1885)	2,195,302.27	2,195,302.22	6,168,852.68	6,168,852.71
C6	HPGN D CA 04 HK (AA3821)	2,195,471.60	2,195,471.58	6,201,267.02	6,201,267.06
C7	BASE STATION – POINT #100	2,195,389.42		6,174,818.04	

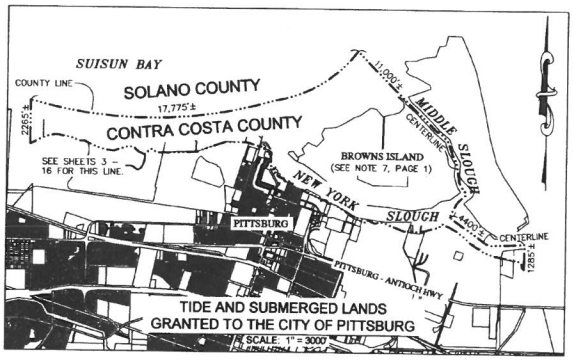
RECORD OF SURVEY

RS 3661

TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA

CALIFORNIA STATE LANDS COMMISSION

SURVEYED 11/18, 19, 25 & 12/3, 2013



BASIS OF BEARINGS

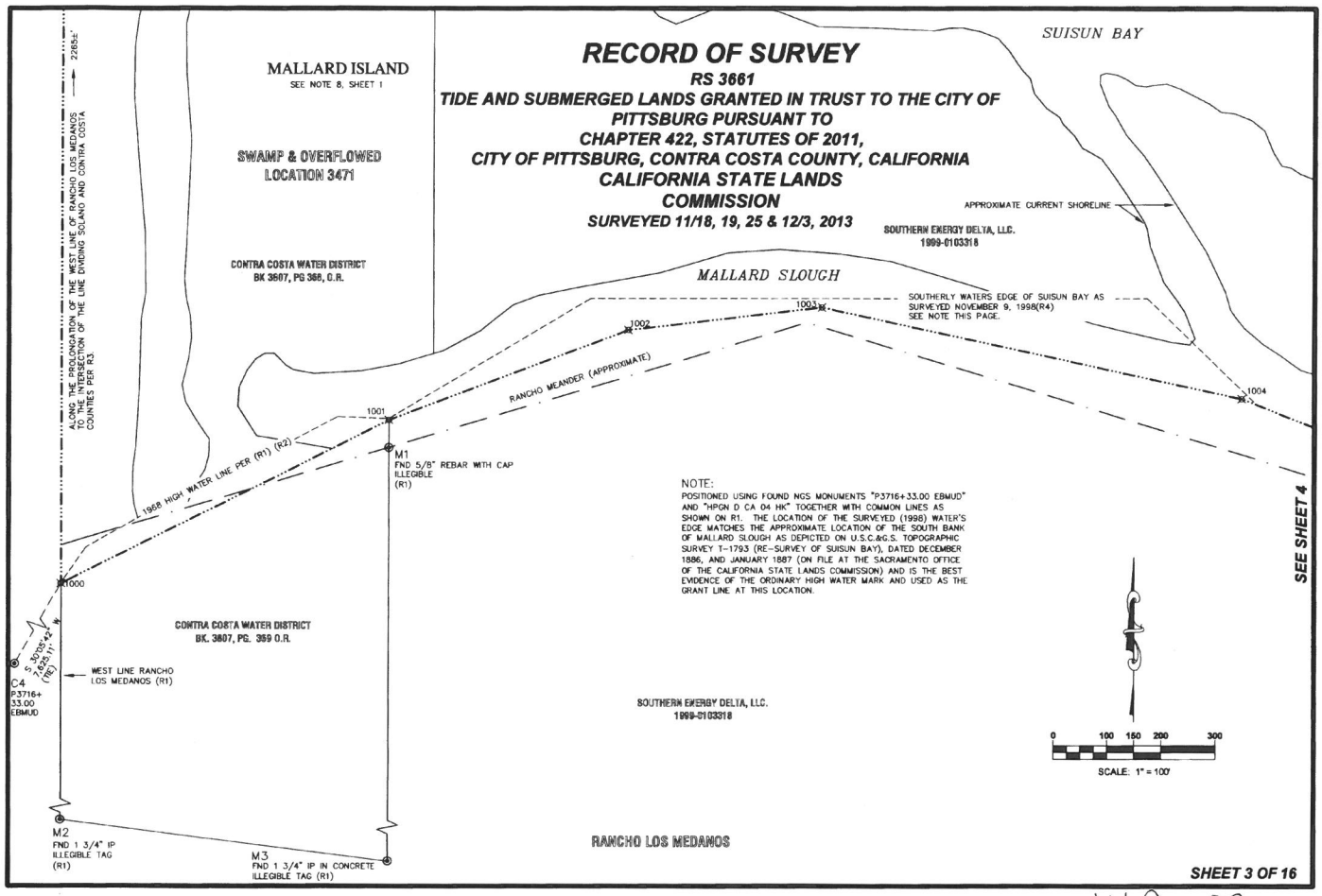
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, CCS83, ZONE 3 (EPOCH 2011.00) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING SYSTEMS (CGPS) STATIONS REFERENCE STATIONS (CORS) P266 AND S300 BEING S 22°51'15" E AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC). DIVIDE GRID DISTANCES BY .99994309 TO OBTAIN GROUND DISTANCES. DISTANCES ARE GRID UNLESS OTHERWISE NOTED. QUOTED BEARINGS AND DISTANCES (IN PARENTHESES) MAY OR MAY NOT BE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM.

COORDINATE TABLES

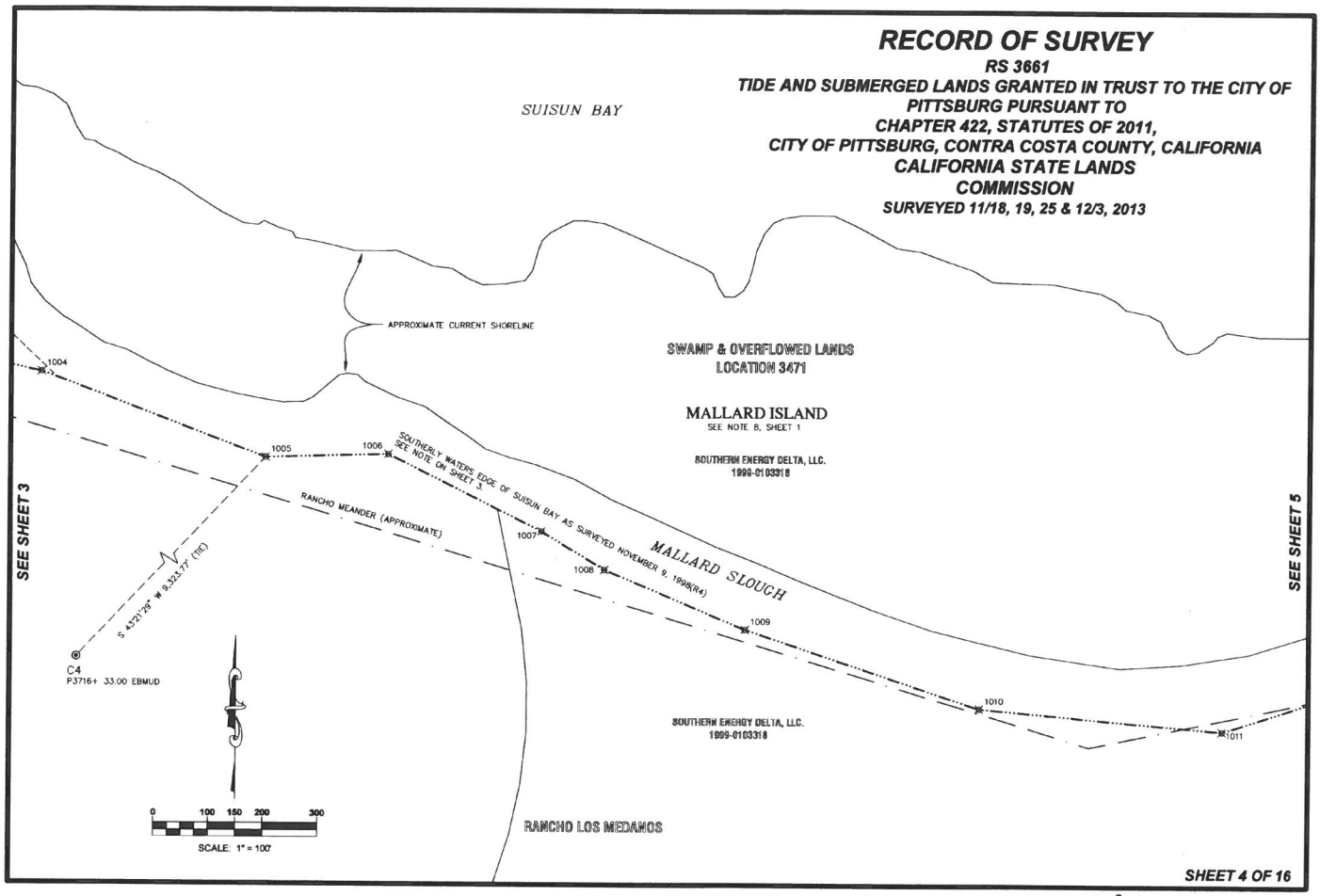
SEE SHEET 16 FOR COORDINATE TABLES OF FOUND MONUMENTS, AND STATIONS ALONG THE GRANT LINE PER THIS SURVEY.

SHEET 2 OF 16

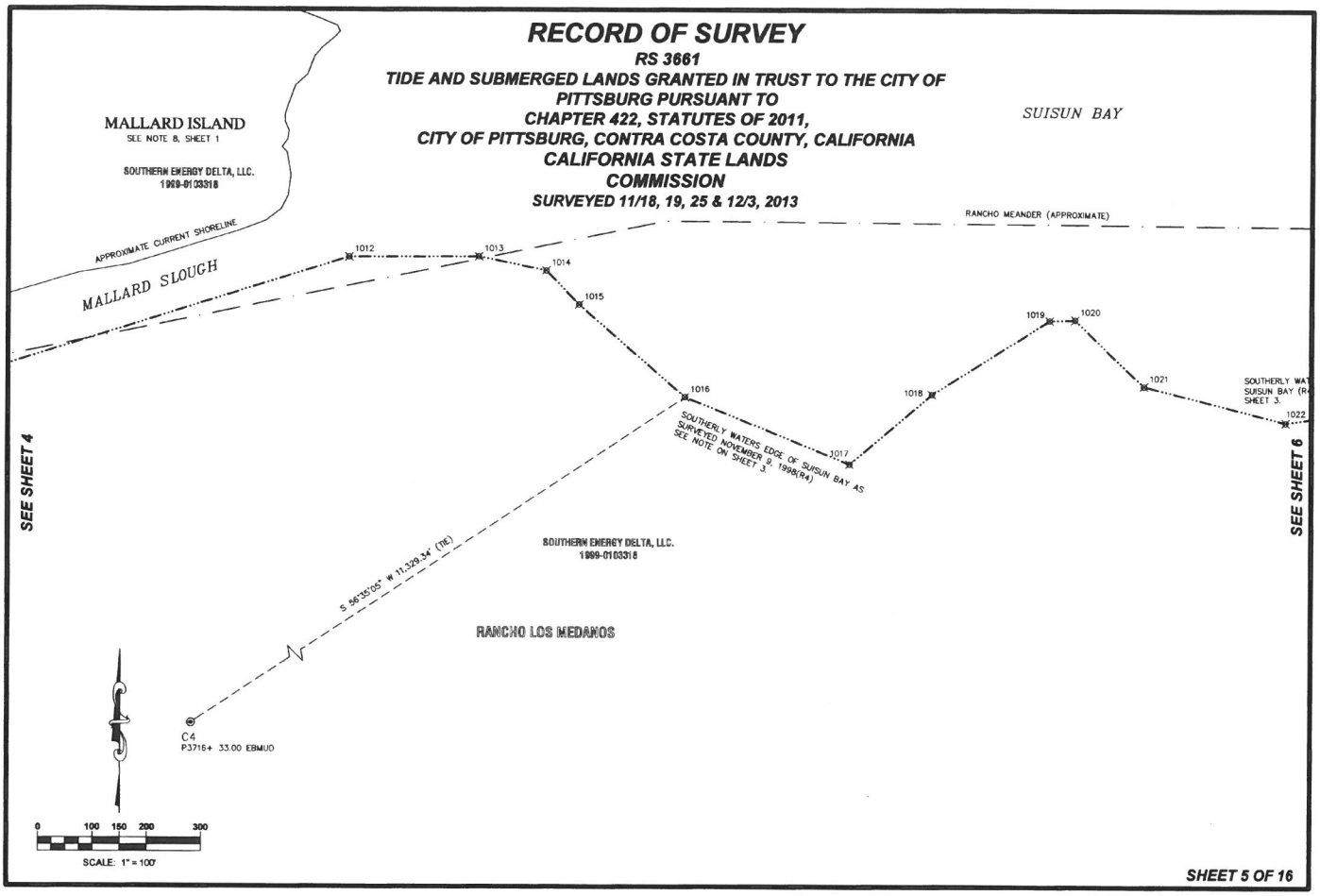
149-28


RECORD OF SURVEY
RS 3661
TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
SUISUN BAY
MALLARD ISLAND
SEE NOTE 8, SHEET 1
SWAMP & OVERFLOWED LOCATION 3471
CONTRA COSTA WATER DISTRICT BK 3607, PG 388, O.R.
MALLARD SLOUGH
APPROXIMATE CURRENT SHORELINE
SOUTHERN ENERGY DELTA, LLC. 1999-0103318
SOUTHERLY WATERS EDGE OF SUISUN BAY AS SURVEYED NOVEMBER 9, 1998(R4) SEE NOTE THIS PAGE.
ALONG THE PROLONGATION OF THE WEST LINE OF RANCHO LOS MEDANOS TO THE INTERSECTION OF THE LINE DIVIDING SOLANO AND CONTRA COSTA COUNTIES PER R3.
2265±'
1000
1001
1002
1003
1004
RANCHO MEANDER (APPROXIMATE)
1968 HIGH WATER LINE PER (R1) (R2)
M1
FND 5/8" REBAR WITH CAP ILLEGIBLE (R1)
NOTE:
POSITIONED USING FOUND NGS MONUMENTS "P3716+33.00 EBMUD" AND "HPGN D CA 04 HK" TOGETHER WITH COMMON LINES AS SHOWN ON R1. THE LOCATION OF THE SURVEYED (1998) WATER'S EDGE MATCHES THE APPROXIMATE LOCATION OF THE SOUTH BANK OF MALLARD SLOUGH AS DEPICTED ON U.S.C.&G.S. TOPOGRAPHIC SURVEY T-1793 (RE-SURVEY OF SUISUN BAY), DATED DECEMBER 1886, AND JANUARY 1887 (ON FILE AT THE SACRAMENTO OFFICE OF THE CALIFORNIA STATE LANDS COMMISSION) AND IS THE BEST EVIDENCE OF THE ORDINARY HIGH WATER MARK AND USED AS THE GRANT LINE AT THIS LOCATION.
SEE SHEET 4
CONTRA COSTA WATER DISTRICT BK. 3607, PG. 359 O.R.
WEST LINE RANCHO LOS MEDANOS (R1)
C4
P3716+ 33.00 EBMUD
SOUTHERN ENERGY DELTA, LLC. 1999-0103318
0 100 150 200 300
SCALE: 1" = 100'
M2
FND 1 3/4" IP ILLEGIBLE TAG (R1)
M3
FND 1 3/4" IP IN CONCRETE ILLEGIBLE TAG (R1)
RANCHO LOS MEDANOS
SHEET 3 OF 16

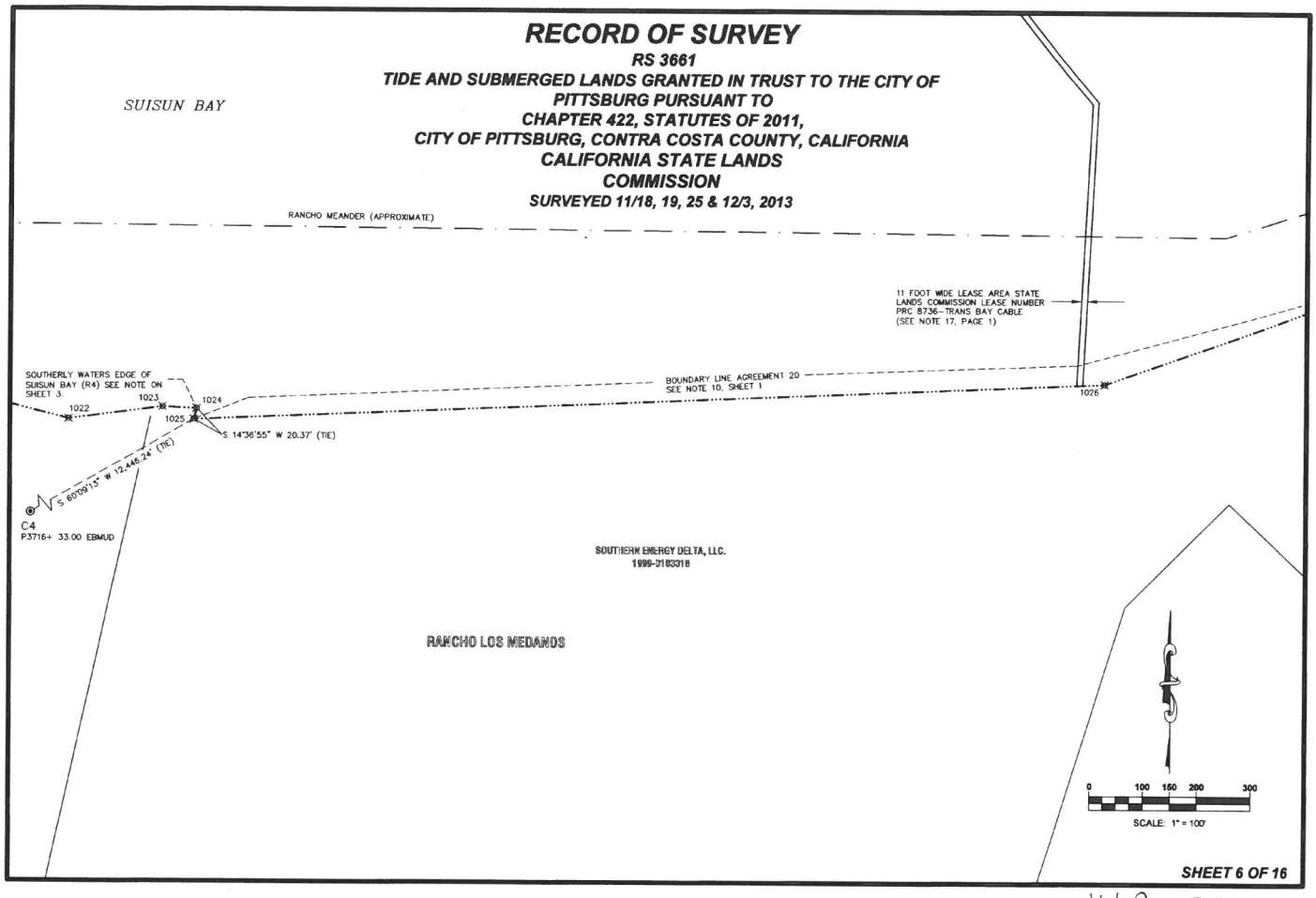
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RECORD OF SURVEY
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CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
SUISUN BAY
APPROXIMATE CURRENT SHORELINE
SWAMP & OVERFLOWED LANDS
LOCATION 3471
MALLARD ISLAND
SEE NOTE 8, SHEET 1
SOUTHERN ENERGY DELTA, LLC.
1999-0103318
SEE SHEET 3
SEE SHEET 5
1004
1005
1006
1007
1008
1009
1010
1011
SOUTHERLY WATERS EDGE OF SUISUN BAY AS SURVEYED NOVEMBER 9, 1998(R4)
SEE NOTE ON SHEET 3
RANCHO MEANDER (APPROXIMATE)
MALLARD SLOUGH
S 43°21'29" W 9,323.77' (TIE)
C4
P3716+ 33.00 EBMUD
0 100 150 200 300
SCALE: 1" = 100'
RANCHO LOS MEDANOS
SHEET 4 OF 16

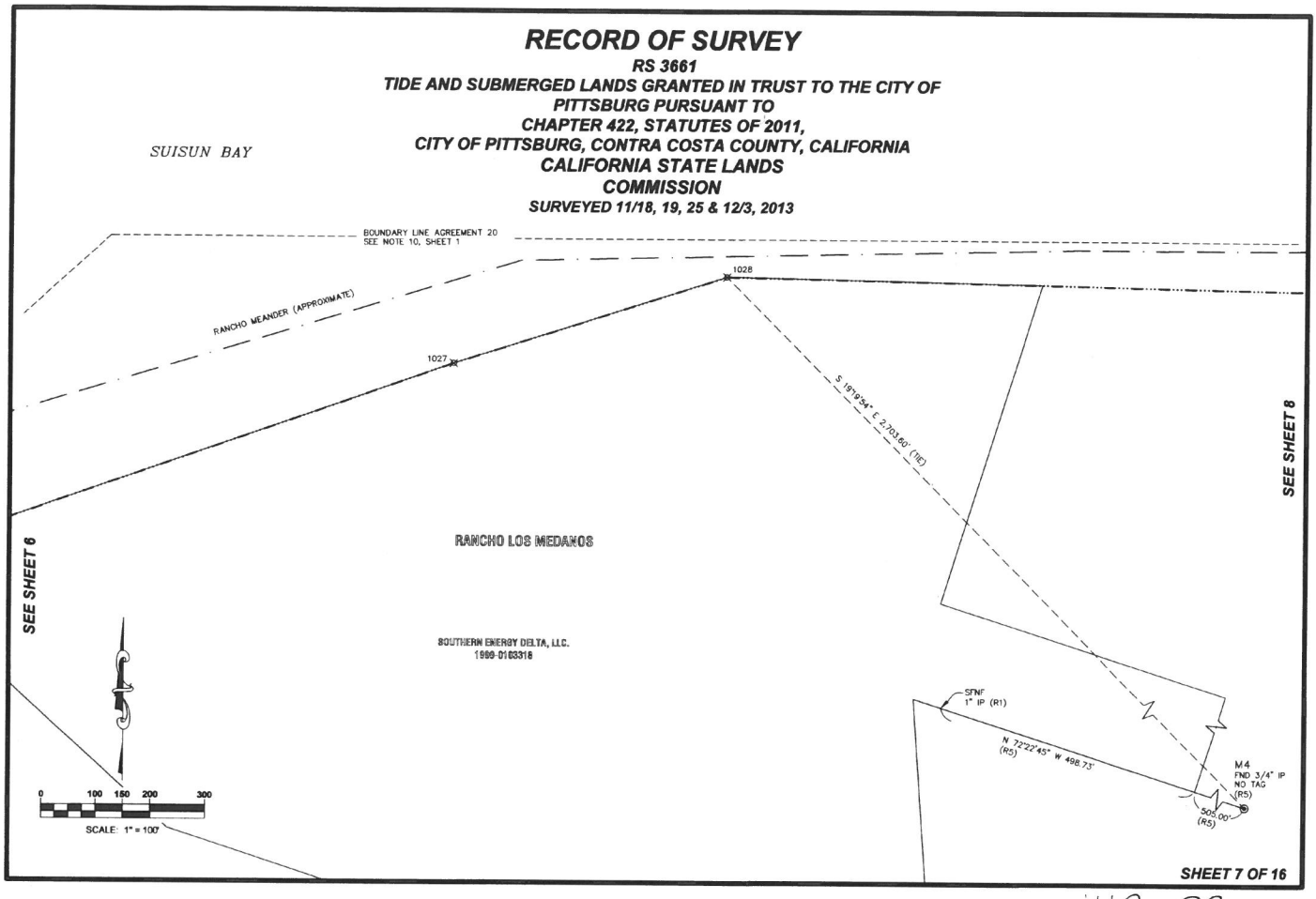
149-30


RECORD OF SURVEY
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CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
MALLARD ISLAND
SEE NOTE 8, SHEET 1
SOUTHERN ENERGY DELTA, LLC.
1999-0103318
APPROXIMATE CURRENT SHORELINE
MALLARD SLOUGH
SUISUN BAY
RANCHO MEANDER (APPROXIMATE)
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
SOUTHERLY WATERS EDGE OF SUISUN BAY AS SURVEYED NOVEMBER 9, 1998(R4) SEE NOTE ON SHEET 3.
SOUTHERLY WA
SUISUN BAY (R
SHEET 3.
SEE SHEET 4
SEE SHEET 6
SOUTHERN ENERGY DELTA, LLC.
1999-0103318
S 56°35'05" W 11,329.34' (TIE)
RANCHO LOS MEDANOS
C4
P3716+ 33.00 EBMUD
0 100 150 200 300
SCALE: 1" = 100'
SHEET 5 OF 16

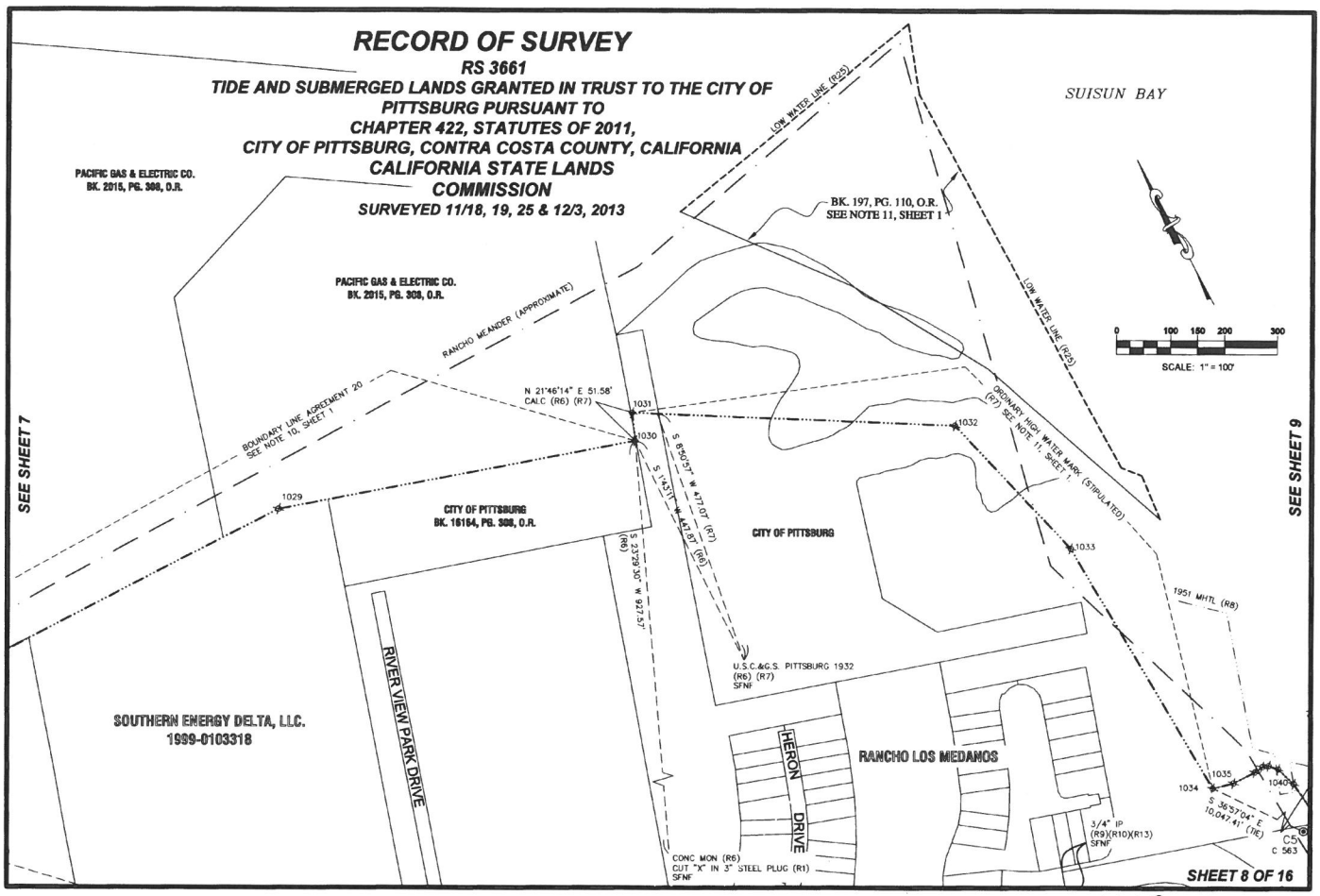
149-31


RECORD OF SURVEY
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TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
SUISUN BAY
RANCHO MEANDER (APPROXIMATE)
11 FOOT WIDE LEASE AREA STATE LANDS COMMISSION LEASE NUMBER PRC 8736–TRANS BAY CABLE (SEE NOTE 17, PAGE 1)
SOUTHERLY WATERS EDGE OF SUISUN BAY (R4) SEE NOTE ON SHEET 3
BOUNDARY LINE AGREEMENT 20 SEE NOTE 10, SHEET 1
1022
1023
1024
1025
1026
S 14°36'55" W 20.37' (TIE)
S 60°09'13" W 12,446.24' (TIE)
C4
P3716+ 33.00 EBMUD
SOUTHERN ENERGY DELTA, LLC.
1999-0103318
RANCHO LOS MEDANOS
0 100 150 200 300
SCALE: 1" = 100'
SHEET 6 OF 16

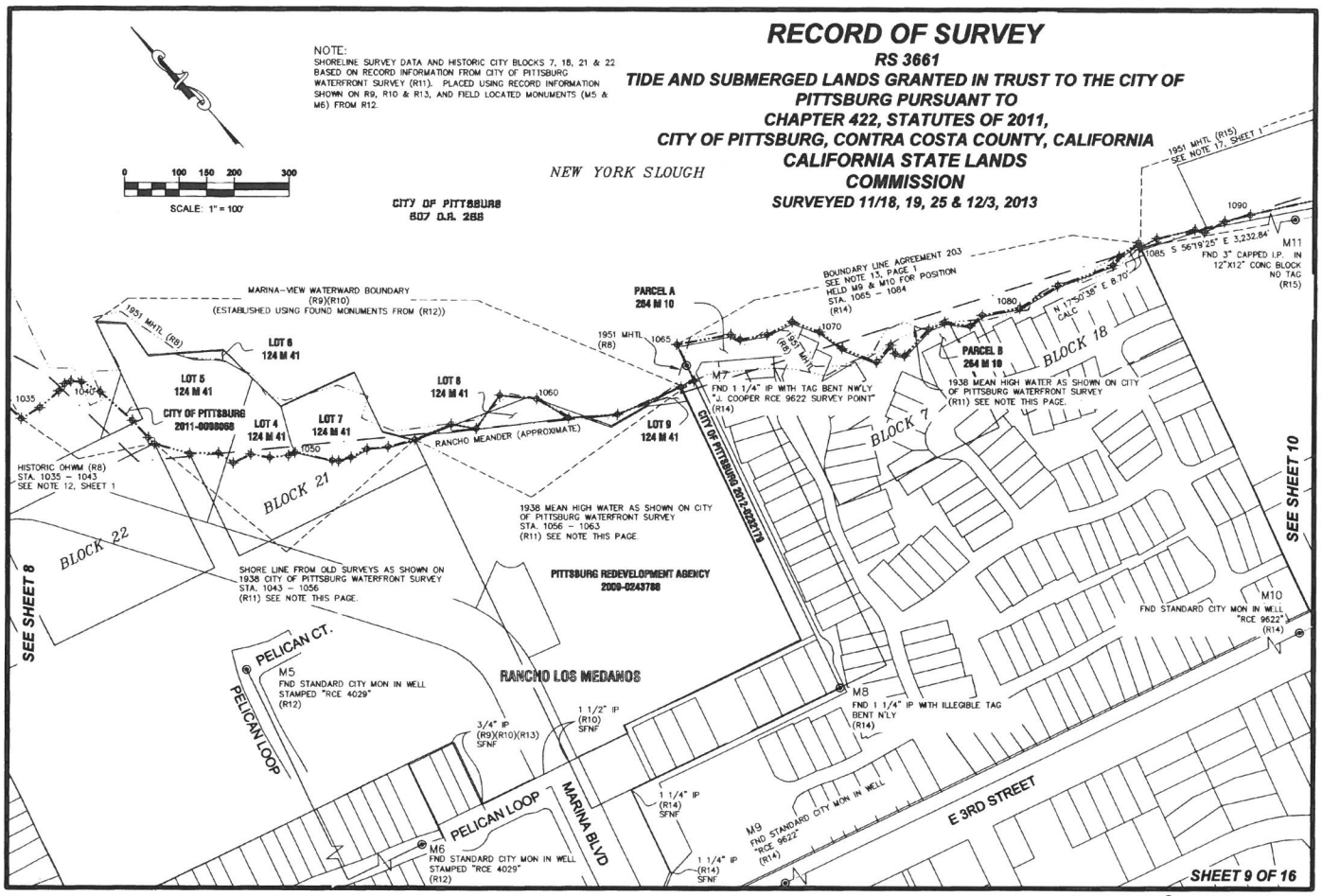
149-32


RECORD OF SURVEY
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TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
SUISUN BAY
BOUNDARY LINE AGREEMENT 20 SEE NOTE 10, SHEET 1
RANCHO MEANDER (APPROXIMATE)
1028
1027
S 19°9'54" E 2,703.60' (TIE)
SEE SHEET 8
SEE SHEET 6
RANCHO LOS MEDANOS
SOUTHERN ENERGY DELTA, LLC.
1999-0163318
SFNF
1" IP (R1)
N 72°22'45" W 498.73'
(R5)
M4
FND 3/4" IP
NO TAG
(R5)
505.00'
(R5)
0 100 150 200 300
SCALE: 1" = 100'
SHEET 7 OF 16

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RECORD OF SURVEY
RS 3661
TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
SUISUN BAY
LOW WATER LINE (R25)
PACIFIC GAS & ELECTRIC CO. BK. 2015, PG. 308, O.R.
BK. 197, PG. 110, O.R. SEE NOTE 11, SHEET 1
RANCHO MEANDER (APPROXIMATE)
BOUNDARY LINE AGREEMENT 20 SEE NOTE 10, SHEET 1
N 21°46'14" E 51.58' CALC (R6) (R7)
ORDINARY HIGH WATER MARK (STIPULATED) (R7) SEE NOTE 11, SHEET 1
0 100 150 200 300
SCALE: 1" = 100'
SEE SHEET 7
SEE SHEET 9
1029
1030
1031
1032
1033
1034
1035
1040
CITY OF PITTSBURG BK. 16164, PG. 308, O.R.
CITY OF PITTSBURG
S 8°50'57" W 477.07' (R7)
S 1°43'31" W 412.87' (R6)
S 2°29'30" W 927.57' (R6)
1951 MHTL (R8)
U.S.C.&G.S. PITTSBURG 1932 (R6) (R7) SFNF
SOUTHERN ENERGY DELTA, LLC. 1999-0103318
RIVER VIEW PARK DRIVE
HERON DRIVE
RANCHO LOS MEDANOS
S 36°57'04" E 10,042.41' (71E)
3/4" IP (R9)(R10)(R13) SFNF
CONC MON (R6) CUT "X" IN 3" STEEL PLUG (R1) SFNF
C5
C 563
SHEET 8 OF 16

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RECORD OF SURVEY
RS 3661
TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
NOTE:
SHORELINE SURVEY DATA AND HISTORIC CITY BLOCKS 7, 18, 21 & 22 BASED ON RECORD INFORMATION FROM CITY OF PITTSBURG WATERFRONT SURVEY (R11). PLACED USING RECORD INFORMATION SHOWN ON R9, R10 & R13, AND FIELD LOCATED MONUMENTS (M5 & M6) FROM R12.
SCALE: 1" = 100'
NEW YORK SLOUGH
CITY OF PITTSBURG
607 O.R. 268
MARINA-VIEW WATERWARD BOUNDARY (R9)(R10)
(ESTABLISHED USING FOUND MONUMENTS FROM (R12))
1951 MHTL (R8)
LOT 6 124 M 41
LOT 5 124 M 41
CITY OF PITTSBURG 2011-0098068
LOT 4 124 M 41
LOT 7 124 M 41
LOT 8 124 M 41
LOT 9 124 M 41
RANCHO MEANDER (APPROXIMATE)
HISTORIC OHWM (R8) STA. 1035 – 1043 SEE NOTE 12, SHEET 1
BLOCK 21
BLOCK 22
SHORE LINE FROM OLD SURVEYS AS SHOWN ON 1938 CITY OF PITTSBURG WATERFRONT SURVEY STA. 1043 – 1056 (R11) SEE NOTE THIS PAGE.
1938 MEAN HIGH WATER AS SHOWN ON CITY OF PITTSBURG WATERFRONT SURVEY STA. 1056 – 1063 (R11) SEE NOTE THIS PAGE.
PITTSBURG REDEVELOPMENT AGENCY 2009-0243788
PARCEL A 264 M 10
PARCEL B 264 M 10
1938 MEAN HIGH WATER AS SHOWN ON CITY OF PITTSBURG WATERFRONT SURVEY (R11) SEE NOTE THIS PAGE.
BOUNDARY LINE AGREEMENT 203 SEE NOTE 13, PAGE 1 HELD M9 & M10 FOR POSITION STA. 1065 – 1084 (R14)
CITY OF PITTSBURG 2012-0026178
BLOCK 7
BLOCK 18
M7 FND 1 1/4" IP WITH TAG BENT NWLY "J. COOPER RCE 9622 SURVEY POINT" (R14)
M8 FND 1 1/4" IP WITH ILLEGIBLE TAG BENT N'LY (R14)
M9 FND STANDARD CITY MON IN WELL "RCE 9622" (R14)
M10 FND STANDARD CITY MON IN WELL "RCE 9622" (R14)
M11 FND 3" CAPPED I.P. IN 12"X12" CONC BLOCK NO TAG (R15)
N 17°50'38" E 8.70' CALC
S 56°19'25" E 3,232.84'
1951 MHTL (R15) SEE NOTE 17, SHEET 1
PELICAN CT.
PELICAN LOOP
M5 FND STANDARD CITY MON IN WELL STAMPED "RCE 4029" (R12)
RANCHO LOS MEDANOS
3/4" IP (R9)(R10)(R13) SFNF
1 1/2" IP (R10) SFNF
1 1/4" IP (R14) SFNF
M6 FND STANDARD CITY MON IN WELL STAMPED "RCE 4029" (R12)
MARINA BLVD
E 3RD STREET
SEE SHEET 8
SEE SHEET 10
SHEET 9 OF 16

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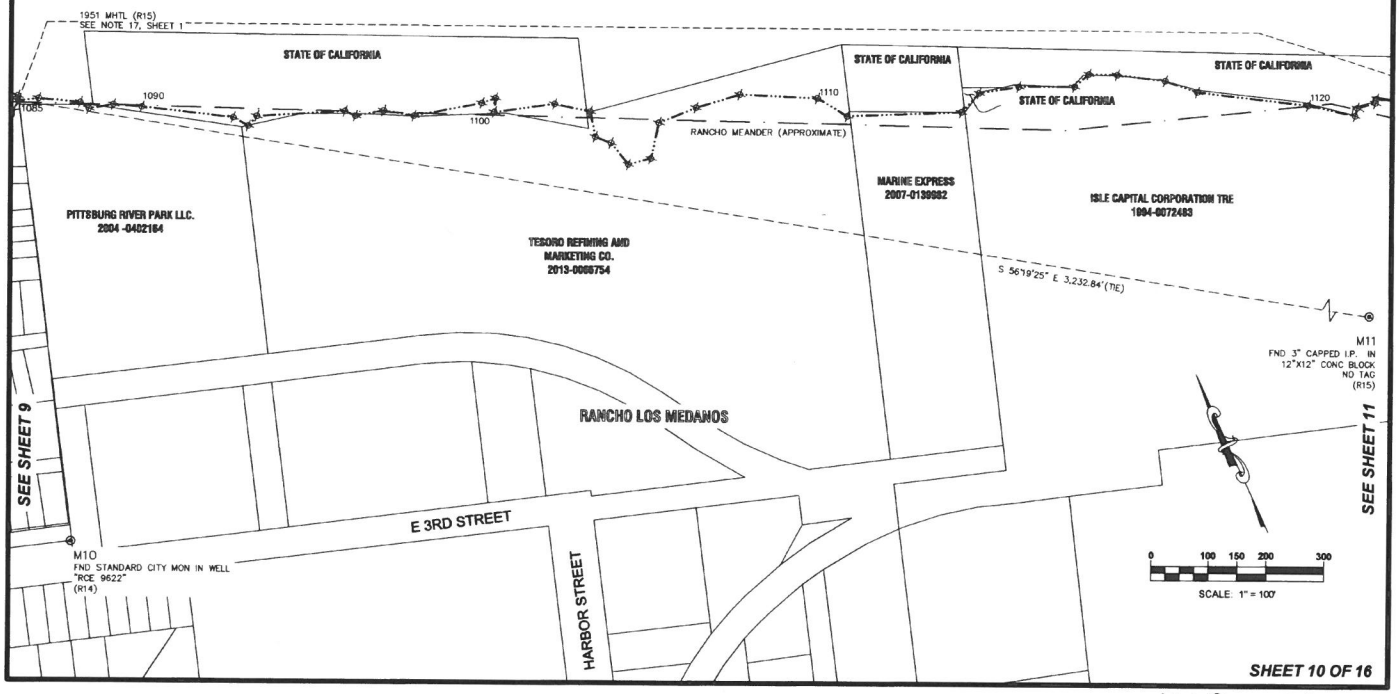
RECORD OF SURVEY

RS 3661

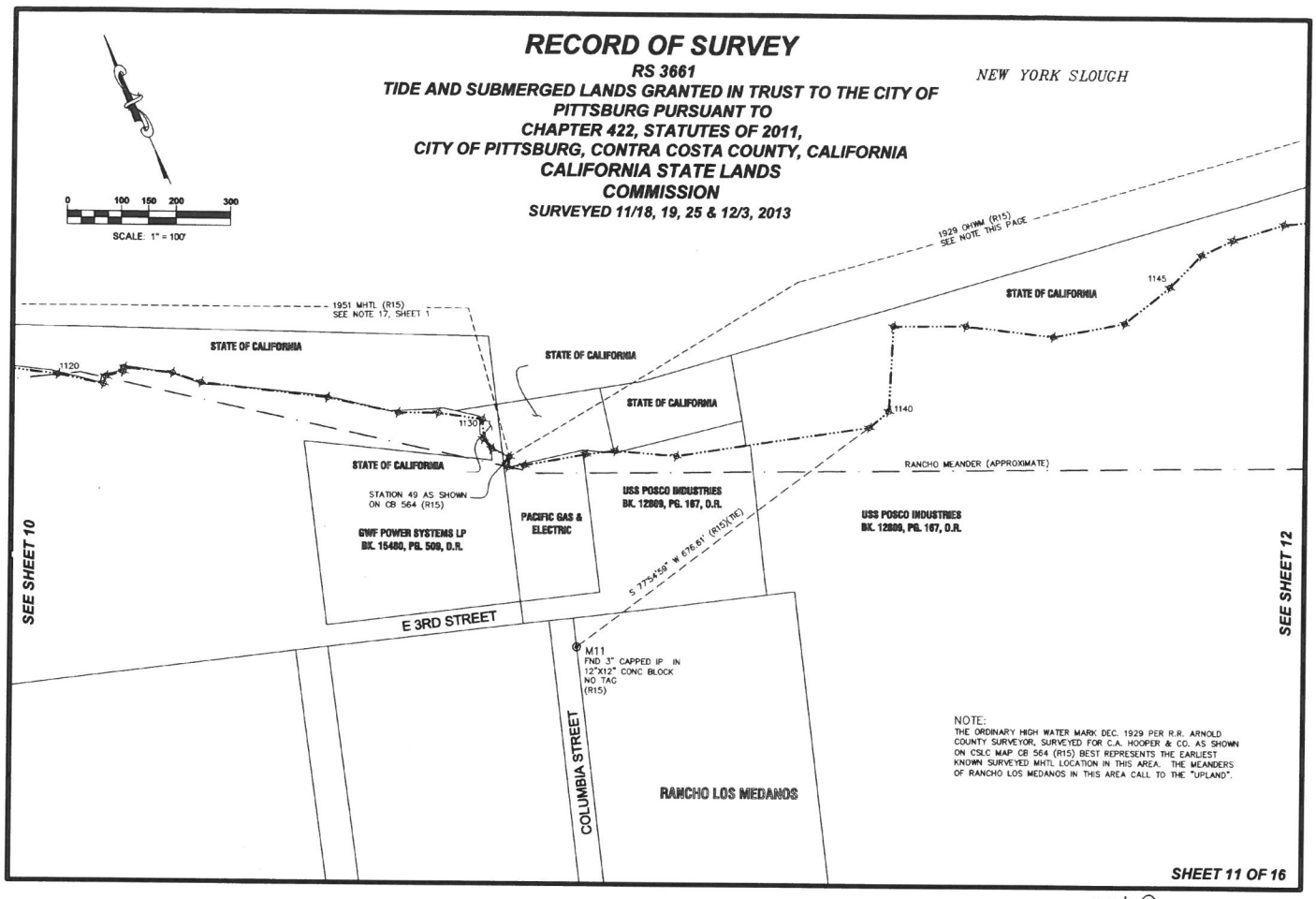
TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA

CALIFORNIA STATE LANDS COMMISSION

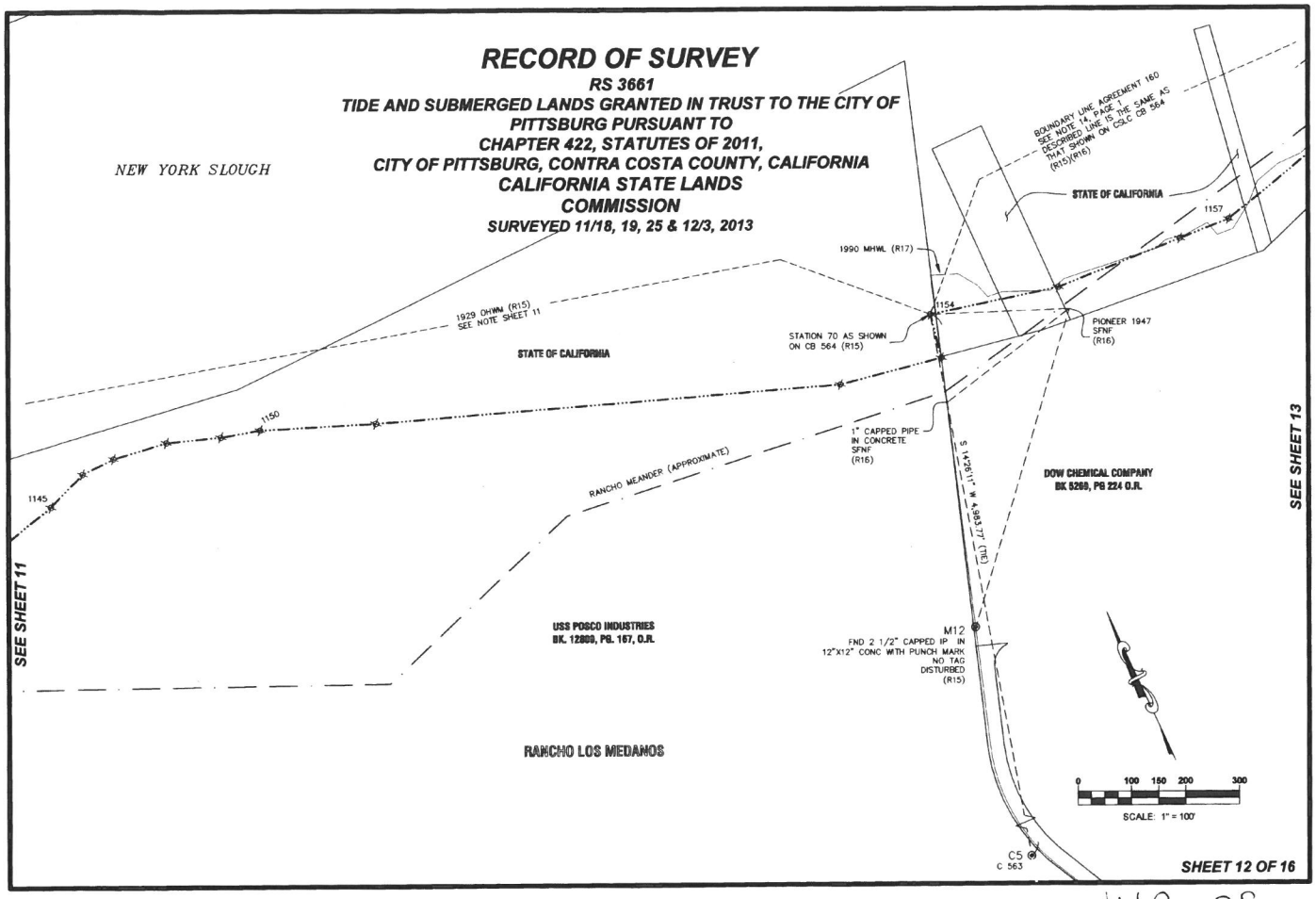
SURVEYED 11/18, 19, 25 & 12/3, 2013



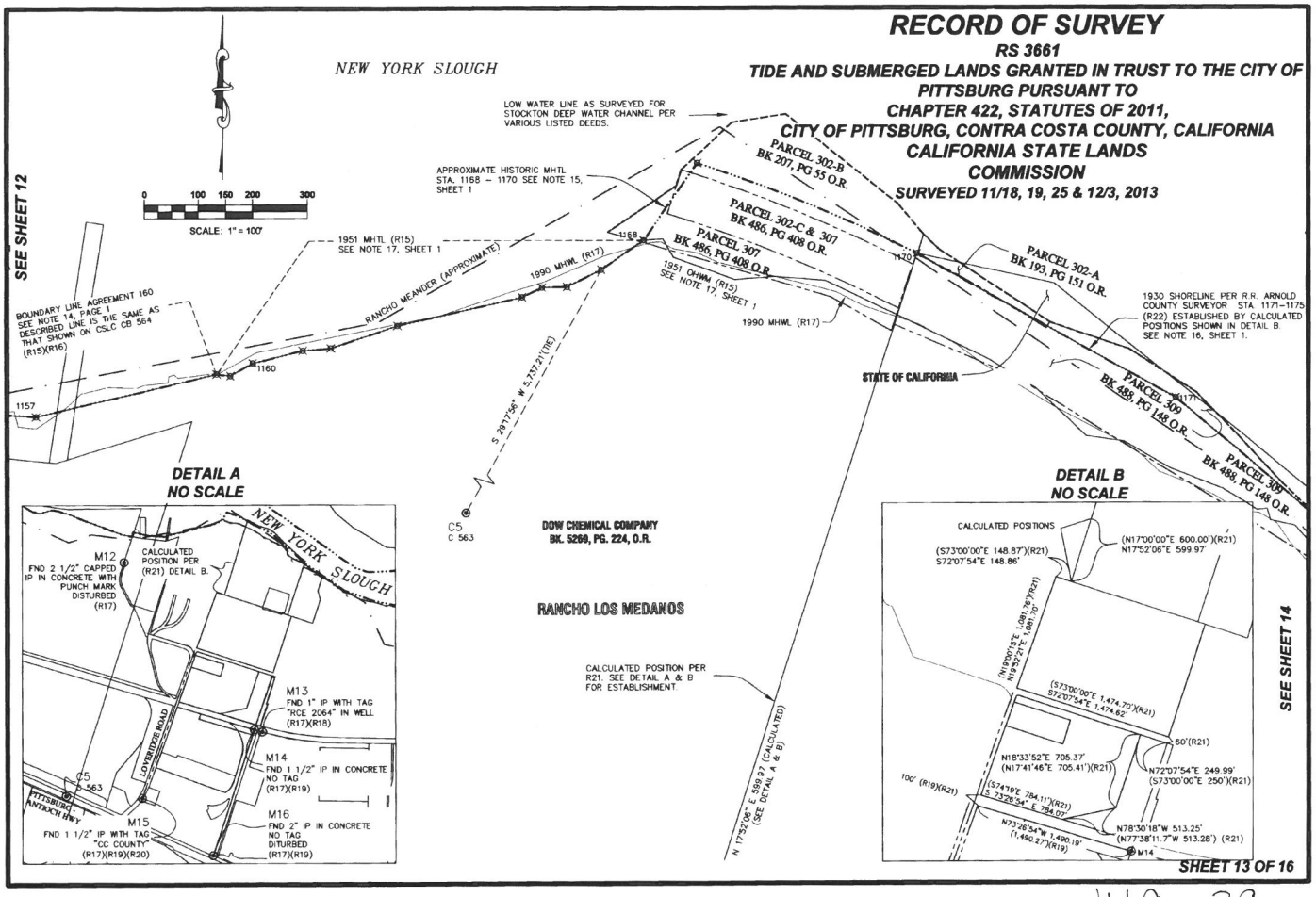
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RECORD OF SURVEY
RS 3661
TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
NEW YORK SLOUGH
0 100 150 200 300
SCALE: 1" = 100'
1929 OHWM (R15) SEE NOTE THIS PAGE
1951 MHTL (R15) SEE NOTE 17, SHEET 1
STATE OF CALIFORNIA
1120
1130
1140
1145
STATION 49 AS SHOWN ON CB 564 (R15)
GWF POWER SYSTEMS LP BK. 15480, PG. 508, O.R.
PACIFIC GAS & ELECTRIC
USS POSCO INDUSTRIES BK. 12809, PG. 167, O.R.
RANCHO MEANDER (APPROXIMATE)
S 77°54'59" W 676.61' (R15)(ME)
E 3RD STREET
M11
FND 3" CAPPED IP IN 12"X12" CONC BLOCK NO TAG (R15)
COLUMBIA STREET
RANCHO LOS MEDANOS
NOTE:
THE ORDINARY HIGH WATER MARK DEC. 1929 PER R.R. ARNOLD COUNTY SURVEYOR, SURVEYED FOR C.A. HOOPER & CO. AS SHOWN ON CSLC MAP CB 564 (R15) BEST REPRESENTS THE EARLIEST KNOWN SURVEYED MHTL LOCATION IN THIS AREA. THE MEANDERS OF RANCHO LOS MEDANOS IN THIS AREA CALL TO THE "UPLAND".
SEE SHEET 10
SEE SHEET 12
SHEET 11 OF 16

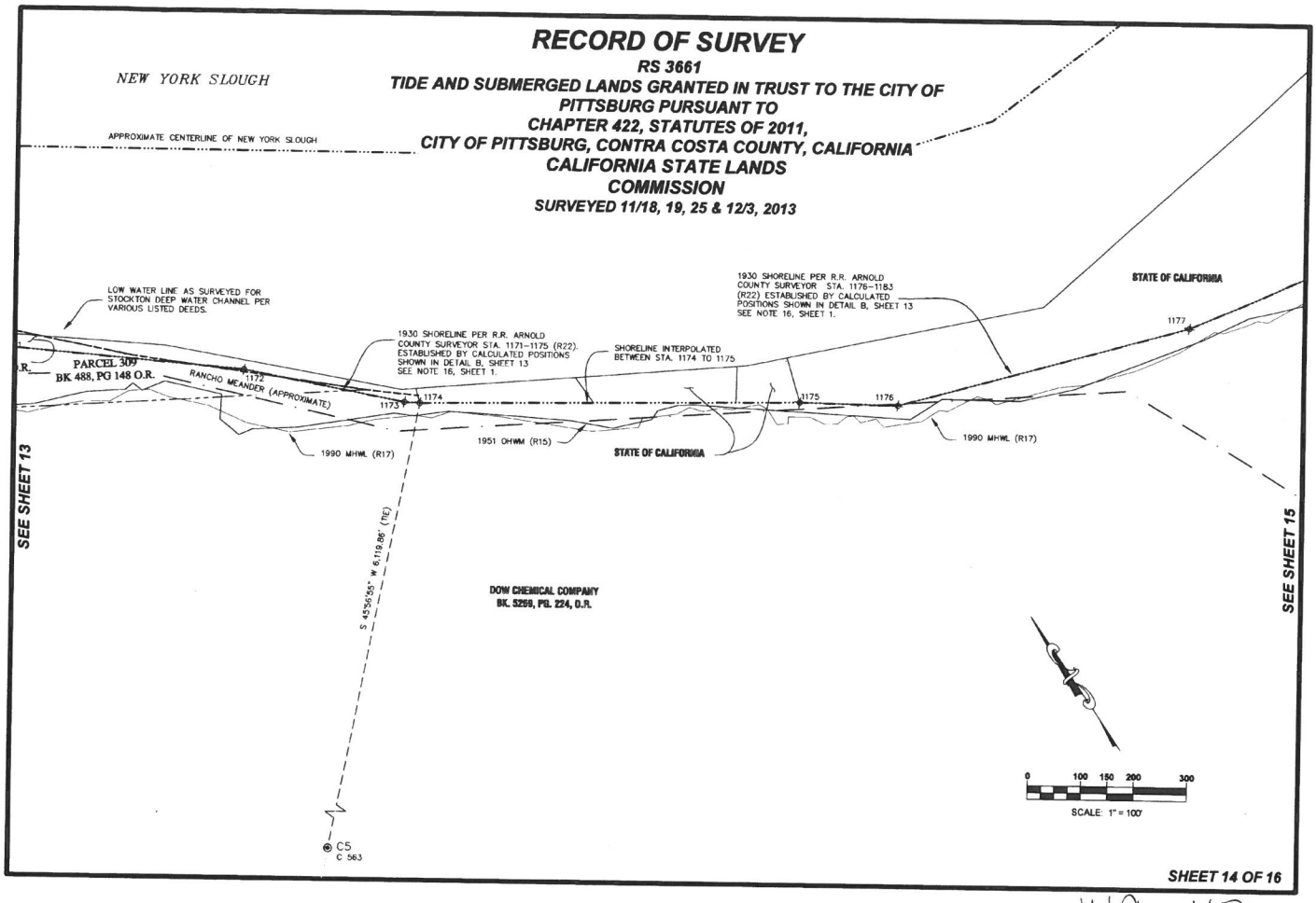
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RECORD OF SURVEY
RS 3661
TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
NEW YORK SLOUGH
BOUNDARY LINE AGREEMENT 160 SEE NOTE 14, PAGE 1 DESCRIBED LINE IS THE SAME AS THAT SHOWN ON CSLC CB 564 (R15)/(R16)
STATE OF CALIFORNIA
1157
1990 MHWL (R17)
1154
1929 OHWM (R15) SEE NOTE SHEET 11
STATION 70 AS SHOWN ON CB 564 (R15)
PIONEER 1947 SFNF (R16)
STATE OF CALIFORNIA
1150
1145
1" CAPPED PIPE IN CONCRETE SFNF (R16)
RANCHO MEANDER (APPROXIMATE)
S 14°21'11" W 4,983.77' (M12)
DOW CHEMICAL COMPANY BK 5269, PG 224 O.R.
SEE SHEET 13
SEE SHEET 11
USS POSCO INDUSTRIES BK. 12809, PG. 167, O.R.
M12
FND 2 1/2" CAPPED IP IN 12"X12" CONC WITH PUNCH MARK NO TAG DISTURBED (R15)
RANCHO LOS MEDANOS
0 100 150 200 300
SCALE: 1" = 100'
C5
C 563
SHEET 12 OF 16

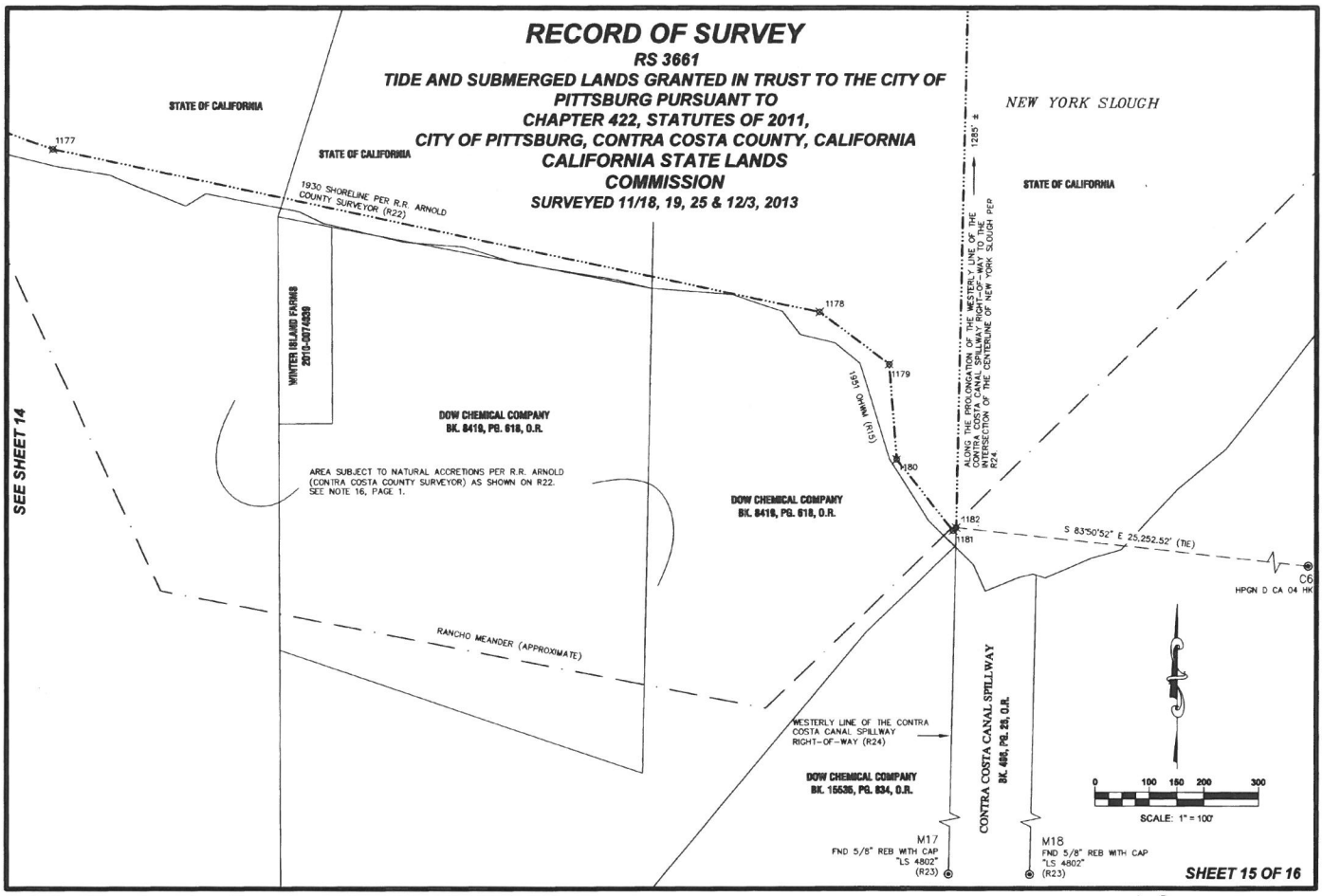
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RECORD OF SURVEY
RS 3661
TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
NEW YORK SLOUGH
SCALE: 1" = 100'
SEE SHEET 12
LOW WATER LINE AS SURVEYED FOR STOCKTON DEEP WATER CHANNEL PER VARIOUS LISTED DEEDS.
APPROXIMATE HISTORIC MHTL STA. 1168 – 1170 SEE NOTE 15, SHEET 1
1951 MHTL (R15) SEE NOTE 17, SHEET 1
RANCHO MEANDER (APPROXIMATE)
1890 MHWL (R17)
BOUNDARY LINE AGREEMENT 160 SEE NOTE 14, PAGE 1 DESCRIBED LINE IS THE SAME AS THAT SHOWN ON CSLC CB 564 (R15)(R16)
1157
1160
1168
1170
PARCEL 302-B BK 207, PG 55 O.R.
PARCEL 302-C & 307 BK 486, PG 408 O.R.
PARCEL 307 BK 486, PG 408 O.R.
1951 OHWM (R15) SEE NOTE 17, SHEET 1
1990 MHWL (R17)
PARCEL 302-A BK 193, PG 151 O.R.
1930 SHORELINE PER R.R. ARNOLD COUNTY SURVEYOR STA. 1171–1175 (R22) ESTABLISHED BY CALCULATED POSITIONS SHOWN IN DETAIL B. SEE NOTE 16, SHEET 1.
STATE OF CALIFORNIA
1171
PARCEL 309 BK 486, PG 148 O.R.
PARCEL 309 BK 486, PG 148 O.R.
S 29°17'54" W 3,737.21' (TIE)
C5
C 563
DOW CHEMICAL COMPANY BK. 5269, PG. 224, O.R.
RANCHO LOS MEDANOS
CALCULATED POSITION PER R21. SEE DETAIL A & B FOR ESTABLISHMENT
N 17°52'06" E, 599.97 (CALCULATED) (SEE DETAIL A & B)
DETAIL A
NO SCALE
NEW YORK SLOUGH
M12
FND 2 1/2" CAPPED IP IN CONCRETE WITH PUNCH MARK DISTURBED (R17)
CALCULATED POSITION PER (R21) DETAIL B.
M13
FND 1" IP WITH TAG "RCE 20647" IN WELL (R17)(R18)
M14
FND 1 1/2" IP IN CONCRETE NO TAG (R17)(R19)
M15
FND 1 1/2" IP WITH TAG "CC COUNTY" (R17)(R19)(R20)
M16
FND 2" IP IN CONCRETE NO TAG DISTURBED (R17)(R19)
LOVERIDGE ROAD
C5
C 563
PITTSBURG ANTIOCH Hwy
DETAIL B
NO SCALE
CALCULATED POSITIONS
(N17°00'00"E 600.00')(R21)
N17°52'06"E 599.97'
(S73°00'00"E 148.87')(R21)
S72°07'54"E 148.86'
(N19°05'13"E 1,081.76')(R21)
N19°52'21"E 1,081.70'
(S73°00'00"E 1,474.70')(R21)
S72°07'54"E 1,474.62'
60'(R21)
N18°33'52"E 705.37'
(N17°41'46"E 705.41')(R21)
N72°07'54"E 249.99'
(S73°00'00"E 250')(R21)
100' (R19)(R21)
(S74°19'E 784.11')(R21)
S 73°26'54" E 784.07'
N73°26'54"W 1,490.19'
(1,490.27')(R19)
N78°30'18"W 513.25'
(N77°38'11.7"W 513.28') (R21)
M14
SEE SHEET 14
SHEET 13 OF 16

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RECORD OF SURVEY
RS 3661
TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
NEW YORK SLOUGH
APPROXIMATE CENTERLINE OF NEW YORK SLOUGH
LOW WATER LINE AS SURVEYED FOR STOCKTON DEEP WATER CHANNEL PER VARIOUS LISTED DEEDS.
PARCEL 309
BK 488, PG 148 O.R.
RANCHO MEANDER (APPROXIMATE)
1930 SHORELINE PER R.R. ARNOLD COUNTY SURVEYOR STA. 1171–1175 (R22). ESTABLISHED BY CALCULATED POSITIONS SHOWN IN DETAIL B, SHEET 13 SEE NOTE 16, SHEET 1.
SHORELINE INTERPOLATED BETWEEN STA. 1174 TO 1175
1930 SHORELINE PER R.R. ARNOLD COUNTY SURVEYOR STA. 1176–1183 (R22) ESTABLISHED BY CALCULATED POSITIONS SHOWN IN DETAIL B, SHEET 13 SEE NOTE 16, SHEET 1.
STATE OF CALIFORNIA
1172
1173
1174
1175
1176
1177
1990 MHWL (R17)
1951 OHWM (R15)
STATE OF CALIFORNIA
1990 MHWL (R17)
SEE SHEET 13
SEE SHEET 15
S 45°56'55" W 6,119.86' (TIE)
DOW CHEMICAL COMPANY
BK. 5259, PG. 224, O.R.
C5
C 563
0 100 150 200 300
SCALE: 1" = 100'
SHEET 14 OF 16

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RECORD OF SURVEY
RS 3661
TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION
SURVEYED 11/18, 19, 25 & 12/3, 2013
NEW YORK SLOUGH
STATE OF CALIFORNIA
STATE OF CALIFORNIA
STATE OF CALIFORNIA
1177
1930 SHORELINE PER R.R. ARNOLD COUNTY SURVEYOR (R22)
WINTER ISLAND FARMS 2015-0074058
1178
1179
1180
1182
1181
1285' ±
ALONG THE PROLONGATION OF THE WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY RIGHT-OF-WAY TO THE INTERSECTION OF THE CENTERLINE OF NEW YORK SLOUGH PER R24
1951 MHHW (R15)
DOW CHEMICAL COMPANY BK. 8418, PG. 618, O.R.
DOW CHEMICAL COMPANY BK. 8418, PG. 618, O.R.
AREA SUBJECT TO NATURAL ACCRETIONS PER R.R. ARNOLD (CONTRA COSTA COUNTY SURVEYOR) AS SHOWN ON R22. SEE NOTE 16, PAGE 1.
SEE SHEET 14
RANCHO MEANDER (APPROXIMATE)
S 83°50'52" E 25,252.52' (TIE)
C6
HPGN D CA 04 HK
WESTERLY LINE OF THE CONTRA COSTA CANAL SPILLWAY RIGHT-OF-WAY (R24)
DOW CHEMICAL COMPANY BK. 15535, PG. 834, O.R.
CONTRA COSTA CANAL SPILLWAY BK. 489, PG. 29, O.R.
0 100 150 200 300
SCALE: 1" = 100'
M17
FND 5/8" REB WITH CAP "LS 4802" (R23)
M18
FND 5/8" REB WITH CAP "LS 4802" (R23)
SHEET 15 OF 16

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RECORD OF SURVEY

RS 3661

TIDE AND SUBMERGED LANDS GRANTED IN TRUST TO THE CITY OF PITTSBURG PURSUANT TO CHAPTER 422, STATUTES OF 2011, CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA

CALIFORNIA STATE LANDS COMMISSION

SURVEYED 11/18, 19, 25 & 12/3, 2013

MONUMENTS

FOUND MONUMENTS		
POINT	NORTH	EAST
M1	2204671.03	6150831.53
M2	2202532.71	6150230.54
M3	2202457.30	6150829.42
M4	2202069.36	6161337.38
M5	2203341.81	6162394.58
M6	2202264.11	6162811.38
M7	2202565.33	6163761.91
M8	2201943.41	6163563.76
M9	2201810.14	6163072.99
M10	2201421.04	6164281.73
M11	2200355.00	6167205.91
M12	2199575.74	6169927.51
M13	2196469.27	6172473.65
M14	2196510.01	6172331.39
M15	2195262.56	6170256.50
M16	2194210.21	6171564.52
M17	2196318.87	6176121.72
M18	2196315.79	6176771.67

GRANT LINE

GRANT LINE				
POINT	NORTH	EAST	BEARING	DISTANCE (FEET)
1000	2204422.85	6150232.68	N63° 31' 38"E	669.05'
1001	2204721.10	6150831.58	N69° 21' 39"E	465.80'
1002	2204885.29	6151267.48	N83° 23' 36"E	358.60'
1003	2204926.54	6151623.70	S77° 52' 40"E	792.40'
1004	2204760.14	6152388.44	S69° 20' 14"E	440.34'
1005	2204604.76	6152810.46	N88° 19' 00"E	224.89'
1006	2204611.36	6153085.25	S63° 46' 16"E	316.46'
1007	2204471.50	6153319.13	S59° 07' 13"E	135.65'
1008	2204401.88	6153435.55	S67° 11' 02"E	280.72'
1009	2204293.02	6153694.31	S77° 38' 54"E	457.22'
1010	2204149.19	6154128.32	S84° 57' 45"E	452.19'
1011	2204109.48	6154578.77	N72° 37' 04"E	702.59'
1012	2204319.38	6155249.27	N89° 44' 36"E	236.33'
1013	2204320.44	6155485.60	S78° 31' 08"E	126.59'
1014	2204295.24	6155609.66	S44° 27' 58"E	86.96'
1015	2204233.18	6155670.57	S49° 12' 56"E	257.83'
1016	2204064.77	6155865.78	S68° 07' 58"E	325.22'
1017	2203943.02	6156167.36	N50° 01' 50"E	197.79'
1018	2204070.08	6156318.94	N58° 11' 26"E	256.73'
1019	2204205.39	6156537.11	N88° 20' 52"E	47.60'
1020	2204206.77	6156584.69	S46° 43' 20"E	176.08'
1021	2204086.05	6156712.88	S75° 54' 34"E	270.99'
1022	2204020.08	6156975.72	N82° 23' 30"E	172.65'
1023	2204042.94	6157146.85	S86° 56' 16"E	62.96'
1024	2204039.58	6157209.72	S14° 36' 55"W	20.37'
1025	2204019.87	6157204.58	N87° 35' 03"E	1686.49'
1026	2204090.96	6158886.57	N70° 38' 29"E	1113.75'
1027	2204460.14	6159840.35	N72° 16' 59"E	527.03'
1028	2204620.53	6160442.38	S88° 52' 30"E	1100.86'
1029	2204598.91	6161543.03	S72° 22' 00"E	663.78'
1030	2204397.84	6162175.62	N21° 46' 14"E	51.58'
1031	2204445.74	6162194.76	S59° 20' 58"E	995.50'
1032	2204142.16	6162707.06	S15° 25' 48"E	311.55'
1033	2203841.84	6162789.95	S02° 34' 08"E	510.71'
1034	2203331.64	6162812.84	S76° 00' 08"E	39.66'
1035	2203322.04	6162851.33	S88° 11' 14"E	45.16'
1036	2203320.62	6162896.46	N83° 49' 05"E	17.05'
1037	2203322.45	6162913.41	S71° 17' 27"E	12.72'
1038	2203318.37	6162925.46	S42° 17' 39"E	19.07'
1039	2203304.29	6162938.33	S18° 55' 08"E	39.68'
1040	2203266.75	6162951.20	S04° 57' 05"E	78.03'
1041	2203189.02	6162957.93	S00° 49' 30"W	42.70'
1042	2203146.32	6162957.32	S02° 38' 48"E	15.85'
1043	2203130.49	6162958.05	S31° 14' 44"E	66.45'
1044	2203073.67	6162992.52	S47° 48' 44"E	52.31'
1045	2203038.54	6163031.28	S12° 19' 44"E	32.52'
1046	2203006.77	6163038.22	S72° 26' 44"E	36.07'
1047	2202995.92	6163072.54	S36° 54' 44"E	34.41'
1048	2202968.40	6163083.21	S52° 20' 44"E	34.93'
1049	2202947.06	6163120.86	S72° 26' 44"E	13.00'

GRANT LINE				
POINT	NORTH	EAST	BEARING	DISTANCE (FEET)
1050	2202943.14	6163133.26	S34° 14' 44"E	69.53'
1051	2202885.67	6163172.39	S41° 26' 44"E	11.67'
1052	2202876.92	6163180.11	S62° 38' 44"E	23.49'
1053	2202866.13	6163200.97	S74° 09' 44"E	33.21'
1054	2202857.06	6163232.92	S52° 35' 44"E	38.27'
1055	2202833.82	6163263.32	S61° 13' 44"E	51.39'
1056	2202809.08	6163308.37	S69° 26' 44"E	72.07'
1057	2202783.78	6163375.85	S36° 50' 44"E	45.62'
1058	2202746.47	6163403.81	N78° 46' 16"E	74.31'
1059	2202760.94	6163476.69	S41° 08' 44"E	67.73'
1060	2202709.94	6163521.26	S15° 55' 44"E	68.49'
1061	2202644.08	6163540.06	S50° 33' 44"E	89.32'
1062	2202587.34	6163669.04	S69° 58' 44"E	126.09'
1063	2202544.17	6163727.51	S71° 10' 44"E	26.84'
1064	2202535.51	6163752.92	N17° 42' 08"E	73.17'
1065	2202605.21	6163775.16	S57° 01' 43"E	100.43'
1066	2202550.56	6163859.42	S19° 36' 20"E	19.85'
1067	2202531.86	6163866.08	S55° 56' 46"E	50.16'
1068	2202503.77	6163907.64	S73° 45' 38"E	52.36'
1069	2202480.12	6163957.94	S26° 13' 59"E	53.25'
1070	2202441.35	6163981.48	S10° 02' 33"E	51.86'
1071	2202390.29	6163990.52	S25° 10' 48"E	67.42'
1072	2202329.27	6164019.20	N85° 27' 09"E	40.80'
1073	2202333.93	6164059.74	S36° 14' 22"W	17.46'
1074	2202317.16	6164054.85	S33° 57' 18"E	17.89'
1075	2202302.32	6164064.85	N85° 47' 24"E	64.90'
1076	2202307.09	6164129.57	S69° 24' 02"E	32.39'
1077	2202295.69	6164159.89	S38° 16' 16"E	47.54'
1078	2202256.37	6164189.34	S88° 49' 15"E	29.53'
1079	2202257.76	6164218.86	S57° 14' 58"E	70.11'
1080	2202219.83	6164277.83	S76° 27' 55"E	80.08'
1081	2202201.09	6164355.68	S66° 48' 09"E	109.66'
1082	2202157.90	6164456.48	N78° 33' 56"E	19.85'
1083	2202161.83	6164475.93	S82° 01' 31"E	42.75'
1084	2202155.90	6164518.27	S17° 50' 38"W	8.70'
1085	2202147.62	6164515.60	S72° 57' 36"E	34.13'
1086	2202137.61	6164548.23	S59° 34' 29"E	73.06'
1087	2202100.61	6164611.23	S29° 21' 28"E	18.36'
1088	2202084.61	6164620.73	S74° 58' 54"E	42.45'
1089	2202073.61	6164681.73	S60° 49' 57"E	48.24'
1090	2202049.63	6164704.23	S58° 54' 45"E	158.81'
1091	2201967.64	6164840.23	S36° 52' 12"E	30.00'
1092	2201943.61	6164858.23	N65° 46' 20"E	21.93'
1093	2201952.61	6164878.23	S68° 28' 38"E	152.64'
1094	2201896.61	6165020.23	S40° 54' 52"E	19.85'
1095	2201881.61	6165033.23	S75° 57' 50"E	49.48'
1096	2201869.61	6165081.23	S55° 42' 46"E	53.26'
1097	2201839.61	6165125.23	S75° 57' 50"E	119.57'
1098	2201810.61	6165241.23	S85° 25' 26"E	25.08'
1099	2201808.61	6165266.23	S79° 44' 53"W	24.19'

GRANT LINE				
POINT	NORTH	EAST	BEARING	DISTANCE (FEET)
1100	2201787.61	6165254.23	S72° 56' 12"E	105.65'
1101	2201756.61	6165355.23	S53° 18' 37"E	63.60'
1102	2201718.61	6165406.23	S13° 05' 31"W	44.15'
1103	2201675.61	6165386.23	S43° 36' 15"E	29.00'
1104	2201654.61	6165416.23	S14° 37' 15"E	47.54'
1105	2201608.61	6165428.23	S80° 04' 26"E	40.61'
1106	2201601.61	6165468.24	N37° 14' 07"E	62.80'
1107	2201651.61	6165506.24	S87° 30' 35"E	69.07'
1108	2201637.61	6165653.24	S81° 58' 20"E	78.77'
1109	2201575.61	6165772.24	S62° 28' 48"E	134.18'
1110	2201526.43	6165805.81	S34° 19' 05"E	59.55'
1111	2201449.76	6165889.31	S67° 19' 25"E	198.87'
1112	2201466.61	6166031.24	N88° 08' 29"E	45.19'
1113	2201447.61	6166099.24	S74° 23' 20"E	70.60'
1114	2201406.61	6166188.24	S65° 15' 55"E	97.99'
1115	2201415.61	6166220.24	N74° 17' 29"E	33.24'
1116	2201393.61	6166265.24	S63° 56' 47"E	50.09'
1117	2201349.60	6166337.24	S58° 34' 13"E	84.38'
1118	2201308.61	6166380.24	S46° 21' 50"E	59.41'
1119	2201207.60	6166545.24	S58° 31' 42"E	193.46'
1120	2201156.60	6166613.24	S53° 07' 48"E	85.00'
1121	2201167.60	6166622.24	N39° 17' 31"E	14.21'
1122	2201161.60	6166656.24	S79° 59' 31"E	34.53'
1123	2201167.60	6166661.24	N39° 48' 20"E	7.81'
1124	2201122.60	6166737.24	S59° 22' 13"E	88.32'
1125	2201084.60	6166778.24	S47° 10' 29"E	55.90'
1126	2200962.60	6166979.24	S58° 44' 37"E	235.13'
1127	2200883.60	6167086.24	S53° 33' 40"E	133.02'
1128	2200852.60	6167153.24	S65° 10' 12"E	73.82'
1129	2200807.60	6167222.24	S56° 53' 19"E	82.38'
1130	2200774.60	6167209.25	S21° 30' 07"W	35.47'
1131	2200751.60	6167215.24	S14° 37' 15"E	23.77'
1132	2200724.60	6167238.24	S40° 25' 38"E	35.47'
1133	2200708.28	6167227.87	S32° 25' 51"W	19.34'
1134	2200699.30	6167256.45	S72° 11' 15"E	30.01'
1135	2200670.77	6167367.43	S75° 40' 46"E	114.54'
1136	2200653.72	6167420.47	S72° 10' 47"E	55.71'
1137	2200597.88	6167519.89	S68° 40' 43"E	114.03'
1138	2200496.64	6167867.53	S73° 45' 47"E	362.08'
1139	2200509.15	6167912.86	N74° 34' 23"E	47.02'
1140	2200647.68	6167985.24	N27° 35' 14"E	156.30'
1141	2200591.52	6168108.04	S65° 25' 39"E	135.03'
1142	2200506.16	6168246.95	S58° 25' 46"E	163.04'
1143	2200472.85	6168379.87	S75° 55' 52"E	137.03'
1144	2200498.16	6168483.86	N76° 19' 17"E	107.03'
1145	2200527.82	6168561.40	N69° 04' 08"E	83.02'
1146	2200529.05	6168625.42	N88° 53' 58"E	64.03'
1147	2200514.63	6168725.86	S81° 49' 46"E	101.47'
1148	2200481.16	6168820.18	S70° 27' 43"E	100.08'
1149			S75° 05' 58"E	72.02'

GRANT LINE				
POINT	NORTH	EAST	BEARING	DISTANCE (FEET)
1150	2200467.64	6168889.78	S68° 05' 53"E	212.06'
1151	2200383.54	6169086.54	S69° 30' 48"E	857.96'
1152	2200383.25	6169950.29	S79° 25' 43"E	192.80'
1153	2200047.89	6170079.76	N10° 47' 10"E	82.24'
1154	2200128.68	6170095.15	S76° 34' 47"E	242.15'
1155	2200072.48	6170330.69	S86° 22' 22"E	242.82'
1156	2200057.12	6170573.02	S86° 21' 03"E	98.96'
1157	2200050.94	6170669.78	N76° 54' 26"E	325.77'
1158	2200124.74	6170987.09	S82° 31' 52"E	24.39'
1159	2200121.57	6171011.27	N61° 11' 25"E	45.65'
1160	2200143.57	6171051.27	N75° 48' 35"E	89.74'
1161	2200165.57	6171138.27	N85° 20' 03"E	49.16'
1162	2200169.57	6171187.27	N71° 25' 03"E	122.38'
1163	2200208.57	6171303.27	N77° 19' 59"E	223.44'
1164	2200257.56	6171521.27	N64° 05' 41"E	38.91'
1165	2200274.56	6171556.27	N88° 41' 53"E	44.01'
1166	2200275.56	6171600.27	N63° 26' 30"E	67.08'
1167	2200305.56	6171660.27	N55° 25' 35"E	89.87'
1168	2200356.56	6171734.27	N34° 48' 13"E	163.29'
1169	2200490.64	6171827.47	SEE CURVE DATA BELOW	
1170	2200332.44	6172213.92	S61° 06' 24"E	521.79'
1171	2200080.32	6172670.76	S50° 12' 24"E	449.80'
1172	2199792.44	6173016.37	S44° 19' 24"E	303.39'
1173	2199575.39	6173228.36	S51° 43' 24"E	29.00'
1174	2199557.43	6173251.12	S55° 48' 53"E	705.27'
1175	2199161.15	6173834.54	S53° 49' 24"E	181.66'
1176	2199053.92	6173981.18	S70° 22' 24"E	563.65'
1177	2198864.60	6174512.08	S78° 04' 24"E	1427.08'
1178	2198569.68	6175908.33	S53° 17' 24"E	158.75'
1179	2198474.79	6176035.60	S04° 41' 24"E	173.67'
1180	2198301.70	6176049.80	S39° 02' 24"E	166.19'
1181	2198172.62	6176114.47	N45° 53' 06"E	7.61'
1182	2198177.92	6176159.94		

CURVE DATA:
LENGTH: 417.99'
RADIUS: 2,714.09'
DELTA: 8°49'26"
CHORD BEARING: S 67°44'17" E
CHORD LENGTH: 417.58'

NOTE:
COORDINATES SHOWN HEREON ARE CCS83, ZONE 3 (2011.00). GRANT LINE POINTS ARE NUMBERED SEQUENTIALLY FROM WEST TO EAST. NOT ALL STATION NUMBERS ARE LABELED ON MAP SHEETS.

SHEET 16 OF 16

149 - 42

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: By Minute Order, Initiation of a Review and Potential Amendment of Pittsburg Municipal Code (PMC) Title 18 ("Zoning") Related to Permitted Uses within the Pedestrian Commercial (CP) District

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

This is a City-initiated proposal to consider potential amendments to Title 18 of the Pittsburg Municipal Code (PMC) related to the allowable uses within the CP (Pedestrian Commercial) District.

FISCAL IMPACT

The Economic Development and Planning Divisions will conduct the review and process any requisite application. Staff anticipates a total of approximately 40 total hours of staff time to process an application. However, staff does not anticipate any additional fiscal impact.

RECOMMENDATION

City Council move by minute order to initiate a zoning study related to potential uses within the CP District.

BACKGROUND

The CP District was established to provide a vibrant, pedestrian-oriented destination area that caters to shoppers and visitors in the downtown commercial core by providing inviting, visually interesting, human-scale architecture, pedestrian-friendly storefronts, outdoor dining opportunities, and a limited number of (public) parking facilities (PMC section 18.52.005[B][7]).

Pursuant to PMC section 18.48.020, amendments to zoning regulations must be initiated by motion of the City Council or the Planning Commission, or by application or petition of a resident, property owner or business owner in the city. According to the direction received from the Economic Development/Waterfront Development Subcommittee, staff is requesting that the City Council initiate a zoning study as described above.

SUBCOMMITTEE FINDINGS

On May 12, 2022, the Economic Development/Waterfront Development Subcommittee discussed the goals for Fiscal Year 2023, and voiced support for reviewing potential expansion and streamlining of allowable uses within the CP District.

STAFF ANALYSIS

Since the CP District was implemented in 2006, the City has seen positive growth of the restaurant industry in the downtown core; however, the rate of retail growth has been slow, and a number of prime tenant spaces on Railroad Avenue have remained vacant for several years. For this reason, staff believes that it is now an appropriate time to revisit the CP District land use regulations, and as such, recommends a formal study be initiated.

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

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept and Allocate Clean California Local Grant Program Funds and Authorize a Grant Agreement with the California Department of Transportation and a Pittsburg Power Company Resolution to Approve the Use of a Combination of Available Funds to Pay for the Required Match for the Clean California Local Grant

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

The City has been awarded $2,891,692 in California Department of Transportation Clean California Local Grant Program funding for the Reviving the Heart of Pittsburg Pride Project (Project). The Project aims to beautify the Railroad Avenue corridor from Civic Avenue to 10th street through landscaping, art, park development and more.

FISCAL IMPACT

The total Project budget estimate is $3,305,099. Of this cost, the Clean California Local Gant Program (Program) will provide $2,891,962. The Program requires a match of $413,137 which will be paid by the Pittsburg Power Company (PPC), through a combination of available funds in Fund 590 and PPC's Fund Balance. If other funds such as the American Rescue Plan Act (ARPA) or the City's surplus funds are allocated for beautification efforts, PPC will be reimbursed the $413,137 used for the match.

A detailed Budget Summary for the Project is attached to this report.

RECOMMENDATION

City Council adopt the Resolution accepting and allocating Program funds and authorizing the execution of a grant agreement with the State of California, Department of Transportation (Caltrans). PPC adopt the Resolution approving the use of a combination of available funds in PPC's operating budget and in its Fund Balance to pay for the required grant match. If other funds such as the American Rescue Plan Act (ARPA) or the City's surplus funds are allocated for beautification efforts, PPC will be reimbursed the $413,137 used for the match.

BACKGROUND

Developed by Caltrans, the Program will award approximately $296 million in funds to communities to beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers to clean and enhance public spaces. Through the combination of adding beautification measures and art in public spaces along with the removal of litter and debris, this effort will enhance and improve spaces for walking and recreation. Some goals of the Program are to reduce waste, enhance public spaces, reduce the urban heat island effect, improve public health, improve cultural and community connection, and advance equity for underserved communities.

Prior to applying for grant funding, staff hosted community outreach event in January 2022, at the corner of 17th street and Railroad Avenue to get feedback from Pittsburg residents and youth.

On February 1, 2022, the City applied for Program funds to augment the limited budget available for improvements within the city for projects that improve the quality of life and safety for residents. The proposed Project area includes the Railroad Avenue corridor from Civic Avenue to 10th Street and aims to enhance public spaces and reduce the amount of waste and debris around the City. Specific design elements will be developed as the project progresses.

SUBCOMMITTEE FINDINGS

The funding for the required grant match was discussed in the PPC Subcommittee on May 24, 2022.

STAFF ANALYSIS

The City of Pittsburg has a rich and diverse community to which this Project would contribute vibrance. The community asked for improvements to Railroad Avenue, more green space, a welcoming gateway, and monuments to identify the community. Based on the community input, staff drafted a concept of community togetherness and pride that included:

• Beautification of the landscape with improvements that will bring color and guidance to Pittsburg Old Town.
• Art installations at the medians on Railroad Avenue that will guide individuals into the downtown area.
• A new park with a mini amphitheater on Railroad Avenue and 17th Street that will add much needed green space.
• A Gateway Monument sculpture, spelling 'Pittsburg' in large block letters that demonstrate the pride of generations of Pittsburg residents.
• A welcoming gateway arch culminating on 10th Street that will let visitors and residents know they have reached the downtown.

The City has been awarded a total of $2,891,962 in Program funding. If approved, the Resolutions will authorize the acceptance and allocation of this funding for this community benefiting project and approve the use of PPC funding for the grant match.

ATTACHMENTS: City Council Resolution

PPC Resolution
Project Budget
Final Restricted Grant Agreement

Report Prepared By: Zuna Barker Portillo
Registered Environmental Health Specialist

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to Accept and Allocate Clean California Local Grant Program Funds and Authorize a Grant Agreement with the California Department of Transportation

RESOLUTION NO. 22-

WHEREAS, the State of California Department of Transportation (Caltrans) Clean California Local Grant Program (Program) awards funding to public agencies to beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers to clean and enhance public spaces; and

WHEREAS, the City applied for and has been awarded $2,891,962 through the Program for design and construction of the Reviving the Heart of Pittsburg Pride Project (Project); and

WHEREAS, the Project will make improvements to Railroad Avenue from Civic Avenue to 10th Street, for walking and recreation, and promoting proper waste disposal and sustainable practices by beautifying the area; and

WHEREAS, estimated costs for the Project are $3,305,099; and

WHEREAS, the $413,137 difference is the required grant match that will be paid for by the Pittsburg Power Company.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the $3,305,099 from the Clean California Grant Program and directs staff to establish a budget for design and construction of the beautification project as described in the accompanying staff report.

Be it further resolved, the City Council authorizes the City Manager to execute a Grant Agreement and any necessary documents for the administration of this Program.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of June 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Approval of the Use of Available Funds in the Pittsburg Power Company Operating Budget And in its Fund Balance to Pay for the Required Match for the Clean California Local Grant	RESOLUTION NO. 22-

WHEREAS, the State of California Department of Transportation (Caltrans) Clean California Local Grant Program (Program) awards funding to public agencies to beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers to clean and enhance public spaces; and

WHEREAS, the City applied for and has been awarded $2,891,962 through the Program for design and construction of the Reviving the Heart of Pittsburg Pride Project (Project); and

WHEREAS, the Project will make improvements to Railroad Avenue from Civic Avenue to 10th Street, for walking and recreation, and promoting proper waste disposal and sustainable practices by beautifying the area; and

WHEREAS, estimated costs for the Project are $3,305,099; and

WHEREAS, the $413,137 difference is the required grant match that will be paid for by the Pittsburg Power Company (PPC).

NOW, THEREFORE BE IT RESOLVED, the Governing Board of the Pittsburg Power Company hereby approves the use of a combination of available funds in PPC's operating budget and in its Fund Balance to pay for the required grant match, and to execute any other documents and take such further actions as may be necessary or appropriate to carry out the Governing Board's direction pursuant to this Resolution.

Be it further resolved that If other funds such as the American Rescue Plan Act (ARPA) or the City's surplus funds are allocated for beautification efforts, PPC will be reimbursed the $413,137.

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company at a regular meeting on the 6th day of June 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland White, Executive Director

ATTEST:

_____
Alice E. Evenson, City Clerk

Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

Project Information:

Agency:	City of Pittsburg	**Date:**	1-28-22
Project Description:	Landscape improvements along Railroad Avenue, Pittsburg California		
Project Title	Reviving the Heart of Pittsburg Pride		
Project Location:	Railroad Avenue		
Name of Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate:	Richard David Abono	**License #:**	C65440

Engineer's Estimate and Cost Breakdown:

Engineer's Estimate (for Construction Items Only)

Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	Cost Breakdown: CCLGP Participating Costs/Items %	CCLGP Participating Costs/Items $	CCLGP Non-participating Costs/Items %	CCLGP Non-participating Costs/Items $
General Overhead-Related Construction Items									
	31 00 00 Earthwork								
1	Erosion Controls Set Up	1	LS	$21,034.00	$21,034	100%	$21,034		
2	Erosion control Maintenance	1	LS	$1,700.00	$1,700	100%	$1,700		
3	Street Sweeping & Cleanup	1	LS	$1,850.00	$1,850	100%	$1,850		
4	Stormwater Protection Plan	1	LS	$14,700.00	$14,700	100%	$14,700		
5	Potholing for Existing Utilities	1	LS	$20,000.00	$20,000	100%	$20,000		
6	Staking & Layout	1	LS	$5,738.00	$5,738	100%	$5,738		
General Construction Items									
	32 00 00 Exterior Improvements								
7	Concrete Wall -Monument Retaining Wall 92x5	92	LF	$519.00	$47,748	100%	$47,748		
8	Plaza Unit Paving	10,000	SF	$3.92	$39,200	100%	$39,200		
9	Thin Veneer Brick at Monument Wall	1400	SF	$80.00	$112,000	100%	$112,000		
10	Graffiti Resistant Coating Monument Wall (Retaining)	1400	SF	$2.75	$3,850	100%	$3,850		
	32 30 00 Site Improvements								
11	Wood Bench and concrete base with skate deterrents -custom	60	LF	$1,005.00	$60,300	100%	$60,300		
12	Concrete amphitheater seatwall	136	LF	$800.00	$108,800	100%	$108,800		
13	Art stamped concrete brick installation	500	EA	$15.00	$7,500	100%	$7,500		
14	Old Town Gateway Sign	61	LF	$4,098.36	$250,000	100%	$250,000		
15	Old Town Gateway Sign Foundation	61	LF	$1,500.00	$91,500	100%	$91,500		
16	8' Monument Letter "P"	1	EA	$5,479.00	$5,479	100%	$5,479		
17	6' Pittsburg Monument Letters "I-G"	8	EA	$3,690.13	$29,521	100%	$29,521		
18	Wire Panel greenscreen "P" installations	6	EA	$15,000.00	$90,000	100%	$90,000		
19	Wire Panel greenscreen "P" foundation	24	LF	$1,500.00	$36,000	100%	$36,000		
20	32 Gal Steel Trash Receptacles	6	EA	$1,500.00	$9,000	100%	$9,000		
	32 80 00 Irrigation								
21	Drip and Bubbler System and sleeving	40,175	SF	$7.56	$303,723	100%	$303,723		
22	Controller and Enclosure	1	EA	$3,016.00	$3,016	100%	$3,016		
	32 90 00 Planting								
23	Landscape Planting	40,175	SF	$9.23	$370,815	100%	$370,815		
24	36" box trees	70	EA	$1,378.00	$96,460	100%	$96,460		
25	Tree Drains	60	EA	$750.00	$45,000	100%	$45,000		
26	Plant establishment/maintenance, 90 days	40,175	SF	$0.34	$13,660	100%	$13,660		
27	Soil preparation and import top soil	1,487	CY	$130.00	$193,310	100%	$193,310		
28	1/2"-1" red bark mulch 2" deep	40,175	SF	$1.71	$68,699	100%	$68,699		
29	Root Barrier	650	LF	$38.50	$25,025	100%	$25,025		
	33 00 00 Utilities								
30	Irrigation Water Service	1	LS	$11,900.00	$11,900	100%	$11,900		
31	Area drain	4	EA	$550.00	$2,200	100%	$2,200		
32	6" Storm Drain	128	LF	$98.00	$12,544	100%	$12,544		
33	Lighting System	1	LS	$75,000.00	$75,000	100%	$75,000		
	Subtotal of Construction Items:				**$2,177,272**		**$2,177,272**		
	Construction Item Contingencies (% of Construction Items):			**10.00%**	$217,727		$217,727		
	Total (Construction Items & Contingencies) cost:				**$2,394,999**		**$2,394,999**		

Project Delivery Costs:

Type of Project Cost	Cost $	CCLGP Participating Costs	CCLGP Non-participating Costs		
Preliminary Engineering (PE)					
Environmental Studies (n/a) and Permits(PA&ED):	$ 1,000				
Plans, Specifications and Estimates (PS&E):	$ 549,850	$549,850		"PE" costs / "CON" costs	
Total PE:	**$ 550,850**	**$549,850**		23%	25% Max
Right of Way (RW)					
Right of Way Engineering:					
Acquisitions and Utilities:					
Total RW:	**$ -**				
Total Pre-Construction Costs (PE+RW):	**$550,850**	**$549,850**			
Construction Engineering (CE)				"CE" costs / "CON" costs	
Construction Engineering (CE):	$ 359,250	$359,250		15%	15% Max

Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

Project Information:

Agency:	City of Pittsburg	**Date:**	1-28-22
Project Description:	Landscape improvements along Railroad Avenue, Pittsburg California		
Project Title	Reviving the Heart of Pittsburg Pride		
Project Location:	Railroad Avenue		
Name of Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate:	Richard David Abono	**License #:**	C65440

		CCLGP Participating Costs	Non-participating Costs
Total Construction Costs:	**$2,754,249**	**$2,754,249**	
Total Project Cost:	**$3,305,099**	**$3,305,099**	

Documentation of Non-Participating Costs:

The Engineer's logic and/or calculations for splitting costs between CCLGP-Participating and Non-participating costs must be documented in this section of the Estimate form.

Separate logic is required for each item which is partly a participating cost for CCLGP funding or is required for the construction of a non-participating item/element of the project.

Item #:	Description of Engineer's Logic: (See examples shown in the Instructions)

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the City of Pittsburg, hereinafter referred to as **AGENCY**, will commence on May 15, 2022, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **December 31, 2024**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-101-0046T, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41 The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program in **CALTRANS**' budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Local Grant Program.

2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution **(Attachment IV),** Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the Reviving the Heart of Pittsburg Pride project, hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**, which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. **AGENCY** is not requesting an advance payment pursuant to California Streets and Highways Code section 94.41(e).
6. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).
   California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

7. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Local Grant Funds	State General Fund (0001) Budget Item 2660-130-001 State Program Code 20.30.010.900 FY 2021/22 FY2022/23[1]	 $722,991.00 $2,168,971.00
Cash Local Match	Agency Provided	$413,137.00
Value of Third-Party In-Kind Contributions	Agency Provided	$0.00
Total of other fund sources (not in-kind contributions)	Agency Provided	$0.00
	Total Project Costs	**$3,305,099**

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		05/03/2022	$2,891,962.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

8. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

9. Notification of Parties

   a. **AGENCY's** Project Manager for Project is Zuna Barker, (925) 252-4129.

   b. **CALTRANS'** Contract Manager is Linda Phoen, (408) 595-4007. "Contract Manager" as used herein includes his/her designee.

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

      City of Pittsburg
      Attention: Zuna Barker, Environmental Health Specialist
      Phone Number: (925) 252-4129
      Email: ZBARKER@PITTSBURGCA.GOV
      Address: 65 Civic Ave, Pittsburg, CA 94565

California Department of Transportation
District 4, Maintenance
Attention: Linda Phoen, Acting Senior Transportation Engineer
Phone Number: (408) 595-4007
Email: linda.phoen@dot.ca.gov
Address: 111 Grand Ave, Oakland, CA 94612

10. Period of Performance

    a. Reimbursable work under this RGA shall begin no earlier than on May 15, 2022, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than June 30, 2024. Project closeout and final invoicing to **CALTRANS** must be submitted no later than November 1, 2024. Work incurred after June 30, 2024 will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after November 1, 2024. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through November 1, 2024 (which, in total, shall not exceed 5% of the grant award).

    b. If requested by the **CALTRANS Contract Manager, AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

11. Changes in Terms/Amendments

    This Agreement may only be amended or modified by mutual written agreement of the parties.

12. Cost Limitation

    a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$2,891,962.00**

    b. It is agreed and understood that the CCLGP funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

    a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.

    b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.

c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

14. Budget Contingency Clause

a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. The certification of FY 2022/23 funds will be contingent upon the passage of the FY 2022/23 Budget. Payment for any work performed that is funded by FY 2022/23 will be delayed if the FY 2022/23 Budget is not signed by June 30, 2022. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect.

c. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS**, or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application **(Attachment III)**. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.

e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

   Also see website for summary of travel reimbursement rules.

f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS** Contract Manager , as stated in **Section III–Notification of Parties, Item 8c**.

g. Invoices shall include the following information:

   1) Names of the **AGENCY** personnel performing work

   2) Dates and times of Project Work

   3) Locations of Project Work

   4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.

   5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

h. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.

i. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

j. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until November 1, 2024 to make final allowable payments to Project contractors or vendors, and submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.

k. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by November 1, 2024.

16. Local Match Funds

a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted and identified under this RGA, **Section III–Project Funding, Item 6,** the contributions may be counted as cash only when they are actually received by the **AGENCY** and confirmed by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds and in-kind contributions will be made or allowed only for work performed on and after the initial date of this Agreement and on or before June 30, 2024.

b. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment III**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Grant Program Guidelines (**Attachment I**); but AGENCY must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7** with the final invoice.

17. Quarterly Progress Reporting

a. AGENCY shall submit written quarterly progress reports to the **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due CALTRANS within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II,** prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf

e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c**, **above**.

19. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

20. Iran Contracting Act

Proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

21. Indemnification

a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS**' officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

22. Nondiscrimination Clause (2 CCR 11105 Clause b)

a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract'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 discriminate unlawfully 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. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

23. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

24. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

25. INTENTIONALLY DELETED

26. Third-Party Contracts

a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS** Contract Manager unless expressly included (subrecipient identified) in **Attachment III** as Project Work.

b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS** Contract Manager.

d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing**, **Item 14(e)(4)**, **above**.

f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing**, **Item 14c**, **above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

1) The dangers of drug abuse in the workplace.

2) The person's or organization's policy of maintaining a Drug-Free workplace.

3) Any available counseling, rehabilitation, and employee assistance programs.

4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free policy statement.

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. **CALTRANS'** Use of "Before" and "After" Project Photographs

a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY**'s application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

31. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming ("educational programming") Created or Produced for Project and Visual Art Located Outside of State Right-of-Way ("**Artwork**") Created or Produced for Project

    a. Educational programming:

        i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

        ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

        iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

        iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

    b. **Artwork**:

        i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this

RGA.

ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

32. Government Purpose Rights for Inventions

a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.

b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

33. Additional Intellectual Property Provisions

a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of "Before" or "After" Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. **AGENCY** bears sole responsibility to

promptly notify **CALTRANS,** in writing**,** about instances where such accreditation is requested and provide the Artist/ Copyright owner's name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.

d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
   i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
   ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximately to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.

e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

f. **Contractors, Subcontractors, and Subrecipients:** Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's Contractor/Subcontractor/Subrecipient**") providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

34. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS**' most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS**' Transportation Art program can be found at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS**' Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.

b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.

c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

35. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

36. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS** Contract Manager

37. Project Close Out/Closeout Report

a. **AGENCY** will provide a final close out report to the **CALTRANS** Contract Manager no later than November 1, 2024.

CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS** Contract Manager.

c. Payments shall be forfeit if invoices are submitted after November 1, 2024.

38. ADA Compliance

    All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

39. Prevailing Wages and Labor Code Compliance

    AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

40. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

    I. This Restricted Grant Agreement (as amended);
    II. The **CALTRANS** Local Grant Program Guidelines;
    III. Approved Indirect Cost Rate (if applicable);
    IV. Approved Grant Application (as amended); and
    V. **AGENCY** Resolution.

41. Survival

    AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

42. Sanctions

    No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into, and are made a part of this RGA by this reference and attached hereto.

I. Grant Program Guidelines
II. Approved Indirect Cost Rate (if applicable)
III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**CITY OF PITTSBURG**
By:	By:
Printed Name: Gretchen Chavez	Printed Name: Garrett Evans
Title: Office Chief Clean California Local Grant Program Division of Local Assistance	Title: City Manager
Date:	Date:
	By:
	Printed Name:
	Title:
	Date:

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

TO: Mayor and Council Members

FROM: Alice E. Evenson, City Clerk

SUBJECT: Adoption of a City Council Resolution Requesting the Consolidation of the Municipal Election with Other Elections to be Held on Tuesday, November 8, 2022 General Election Date for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities and Levying a Charge and Establishing Word Limitation for Candidates' Statements

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

Pursuant to Elections Code Section 10400, et. seq., the City must, at least 88 days prior to the date of the election, file with the Board of Supervisors a Resolution of its governing board requesting the consolidation of elections and setting forth the exact form of any office to be voted upon at the election and establishing the word limitation for candidates' statements.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt the attached Resolution requesting the Board of Supervisors to consolidate the municipal elections with other elections on November 8, 2022 and establishing the word limit and fee for the candidates' statement. The candidate statement will be directly paid for by the respective candidates wishing to submit statements.

BACKGROUND

In accordance with Elections Code Section 10400, et seq. the City Council is authorized to request consolidation of special elections with other elections to be held at the same time.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

On November 8, 2022, the offices up for election are:

Three (3) City Council seats
One (1) City Clerk seat
One (1) City Treasurer seat

The recommended word limit for the candidates is 250 words and the estimated fee, as established by the County Elections Office, for printing of the statement, is $800.00, which includes the state mandated dual language translations. Candidate statements over 250 words will double in price. The estimated fee for the candidate statement will be directly paid for by the respective candidates wishing to submit statements at the time of filing.

ATTACHMENTS: Resolution

Report Prepared By: Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Requesting and Consenting to Consolidation of Elections; and Setting Specifications of the Election Order	RESOLUTION NO. 22-

WHEREAS, the City Council has ordered a Municipal Election to be held on Tuesday, November 8, 2022, to fill certain municipal offices; and

WHEREAS, other elections may be held in whole or in part of the territory of the City and it is to the advantage of the City to consolidate pursuant to Elections Code Section 10002; and

WHEREAS, Elections Code Section 10242 provides that the governing body shall determine the hours of opening and closing the polls; and

WHEREAS, Elections Code Section 10002 requires the City to reimburse the county in full for the services performed upon presentation of an invoice to the City by the County Elections Official; and

WHEREAS, Elections Code Section 13307 requires that before the nominating period opens the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and may establish the cost; and determine whether the cost must be paid in advance; and

WHEREAS, Elections Code Section 13307 allows establishment of a word limitation for candidates' statements; and

WHEREAS, Elections Code Section 12101 requires the publication of a notice of the election once in a newspaper of general circulation in the City; and

WHEREAS, tie votes shall be determined by lot unless the City Council adopts the provisions of Elections Code 15651(b) prior to the conduct of the election resulting in the tie vote.

NOW, THEREFORE, IT IS ORDERED AND RESOLVED THAT an election be held in accordance with the following specifications:

1. The Election shall be held on Tuesday, the 8th day of November, 2022. The purpose of the election is to choose successors for the following offices whose terms expire November 2020:

Three (3) City Council Members	4 Year Term
One (1) City Clerk	4 Year Term
One (1) City Treasurer	4 Year Term

2. The City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code Section 10400.

3. The City hereby designates the hours the polls are to be kept open shall be from 7:00 A.M. to 8:00 P.M.

4. The City will reimburse the County for the actual cost incurred in conducting the election upon receipt of an invoice stating the amount due as determined by the elections official.

5. The City Council has determined that the Candidate will pay for the Candidate's Statement. The Candidate's Statement will be limited to 250 words. As a condition of having the Candidate's Statement published, the Candidate shall pay the estimated cost at the time of filing. The City Council hereby establishes the estimated cost for a Candidate Statement as $800. Candidate statements over 250 words will double in price.

6. The City of Pittsburg is to publish the Notice of Election in the *East County Times*, which is a newspaper of general circulation that is published daily in the City.

7. The City Council hereby determines that in the event of a tie vote the winner shall be determined by lot.

8. The City Council has determined there have been no boundary changes for the district. A shapefile has been forwarded to the County.

9. The City Council directs that a certified copy of this Resolution be forwarded to the Registrar of Voters and to the Board of Supervisors of Contra Costa County.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of June 2022, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Holland Barrett White, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: By Minute Order, Direct Review of City's Conflict of Interest Code

MEETING DATE: June 6, 2022

EXECUTIVE SUMMARY

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or, alternatively, that the code must be amended. Once the determination has been made, a notice must be submitted to the code-reviewing body no later than October 1 of even-numbered years.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Direct the City Attorney and City Clerk to prepare revisions to the City's Conflict of Interest Code.

BACKGROUND

The City Council is the code reviewing body for city agencies. The City Council must, no later than July 1, 2022, notify each City agency to review its code and submit a notice to the City Council that either amendments are required or that no amendments are necessary.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Revisions to the Conflict of Interest Code are necessary. The revised Code must be forwarded to the City Council for approval within 90 days.

ATTACHMENTS: Local Agency Biennial Notice
Local Agency Biennial Notice Instructions

Report Prepared By: Amanda McVey, Assistant City Clerk

2022 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☐ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

_____ _____

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

FAIR POLITICAL PRACTICES COMMISSION

2022 Conflict of Interest Code
Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2022:** The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 3, 2022:** The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2022 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in ***more than one county*** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on FPPC's website.