



**CITY OF PITTSBURG
AGENDA**

July 16, 2018

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

**CLOSED SESSION
5:15 P.M.**

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

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

PRESIDING

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

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

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

NOTICE TO PUBLIC (Attached)

COUNCIL COMMITTEES LIST (Attached)

COMMISSIONS/COMMITTEES MEETING SCHEDULE (Attached)

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.
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5:15 P.M.

CONVENE IN CLOSED SESSION

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

One (1) case

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

Three (3) cases

3. PUBLIC EMPLOYMENT (Pursuant to Section 54957):

City Attorney

4. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Section 54957.6):

Agency designated representatives: Joe Sbranti, Garrett Evans, Stacy Shell;
Employee organization: AFSCME Miscellaneous A; AFSCME
Management/Professional/
Confidential; Teamsters Local 856

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATION

National Night Out

PRESENTATION

Adopt-A-Spot Participants

CITY MANAGER REPORTS/REMARKS

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

CITIZENS REMARKS

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

HOUSING AUTHORITY

CONSENT CALENDAR

5. Minutes

Minutes of June 18, 2018

6. Disbursement Lists

Disbursement List of June 30, 2018

ADJOURNMENT OF THE HOUSING AUTHORITY to August 20, 2018

CITY COUNCIL MEETING

PUBLIC HEARING

7. Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-01, Citywide (Fiscal Year 2018-2019)

Landscaping and Lighting Assessment District 1988-01 ("88-01 District"), has been in existence since 1988 and the funds collected are necessary for the City to maintain the public desired level of lighting and landscaping throughout the City. Each year, prior to ordering the improvements and levying the assessments, the City Council holds a public hearing.

8. Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-02, Oak Hills (Fiscal Year 2018-2019)

Landscaping and Lighting Assessment District 1988-02, Oak Hills ("1988-02 District") has been in existence since 1988 and the funds collected are necessary for the City

to maintain the public's desired level of lighting and landscaping in the Oak Hills area. Each year, prior to ordering the improvements and levying the assessments, the City Council holds a public hearing.

9. Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Canyon Laboratories, AP-18-1346

This is a public hearing on a request by Canyon Laboratories, Inc., for City Council approval of: 1) commercial cannabis permits to allow for advanced manufacturing and distribution of medical and nonmedical cannabis products at 780 Clark Avenue (Assessor's Parcel No.: 088-250-050); and 2) an operating agreement between the City and the applicant.

CONFLICT OF INTEREST STATEMENT

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

CONSENT CALENDAR

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

10. Minutes

Minutes of June 8, 2018 and June 18, 2018

11. Adoption of a Pittsburg Power Company Resolution to Enter into a Contract with Contra Costa County Workforce Development Board for the Future Build's Cohort 14 and 15

The Pittsburg Power Company (PPC) desires to enter into a contract (Contract 18-426-0-4) with Contra Costa County Workforce Development Board (WDB) for Future Build's Cohort 14 and 15 for July 1, 2018 through June 30, 2019 for \$200,000.

12. Adoption of a Pittsburg Power Company Resolution for the 2018-2019 Consultant Agreement with Open Opportunities Incorporated

Pittsburg Power Company (PPC) is seeking approval for the 2018-2019 consultant agreement (Agreement) with Open Opportunities Incorporated (OOI) in the amount of \$312,000 for the case management and day to day program supervision of the Future Build Program.

13. Adoption of a City Council Resolution Designating a Voting Delegate at the League of California Cities Annual Conference in September 2018

The League of California Cities requires Council action no later than July 31, 2018 to appoint a voting delegate for the City of Pittsburg at their Annual Conference to be held September 12-14, 2018 in Long Beach, California.

14. 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.

15. Adoption of a City Council Resolution Approving Contra Costa Transportation Authority's Measure J Growth Management Program Compliance Checklist for Calendar Years 2016 and 2017

The Contra Costa Transportation Authority (CCTA) requires the City to submit a biennial Growth Management Program (GMP) Compliance Checklist in order to be eligible to receive its portion of Local Street Maintenance and Improvement Funds contained in Measure J. The Measure J GMP Compliance Checklist covering Calendar Years 2016 and 2017 is required to receive the City's portion of Local Street Maintenance and Improvement Funds for Fiscal Years (FYs) 2017-18 and 2018-19. The estimate of the City's FY 2017-18 allocation is \$800,092.

16. Adoption of an Ordinance Amending Titles 5 and 18 of the Pittsburg Municipal Code Related to Massage Establishments, AP-18-1335(RZ)

On June 18, 2018, the City Council held a duly-noticed public hearing to consider amendments to Chapter 5.64 "Certified Massage Practitioners and Therapeutic Massage Businesses," and Title 18 "Zoning," of the Pittsburg Municipal Code to modify the land use definition, application process, permit requirements, and enforcement provisions for massage establishments citywide within the Commercial and Mixed Use Districts.

17. Adoption of a City Council Resolution to Appoint Donna Mooney as City Attorney

The City Council conducted an open, competitive recruitment for City Attorney and Donna Mooney was selected. Staff has prepared the employment agreement consistent with the Council's direction.

18. Adoption of a City Council Resolution to Approve a Reclassification

The City Manager, upon recommendation from Human Resources and Director of Public Works, recommends the reclassification of one Accounting Technician to Administrative Specialist.

19. Adoption of a City Council Resolution to Approve a Reclassification

The City Manager, upon recommendation from Human Resources and Director of Community Services, recommends the reclassification of one Senior Financial Analyst to Administrative Officer.

20. Adoption of a City Council Resolution to Allocate Funds and Approve a Consultant Agreement for the Preparation of the Green Infrastructure Plan

In compliance with the City's current stormwater permit, the City is required to develop a long-term planning tool to assist the City in implementing multi-benefit, green projects designed to control, prevent, and mitigate stormwater pollution. The Green Infrastructure Plan (Plan) will be developed with support from an environmental consultant and submitted to the San Francisco Regional Water Quality Control Board with the City's 2019 Annual Report.

COUNCIL MEMBER REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)
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ADJOURNMENT to August 6, 2018

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

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

Updated June 4, 2018

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Merl Craft / Pete Longmire Alternate	Standing	Annual	J. Sbranti
SF Bay Regional Water Quality Board	Merl Craft / Pete Longmire Alternate	Standing	As needed	J. Sbranti
Contra Costa County Fire Dist.	Pete Longmire / Jelani Killings Alternate	Standing	2 nd Monday	J. Sbranti
Delta Diablo**	Pete Longmire / Juan Banales Alternate	Standing	2 nd Wednesday	F. McKinley
East Co.Co.County Habitat Conservancy	Sal Evola / Juan Banales Alternate	Standing	Monthly	K. Pollot
East County Water Management	Merl Craft / Pete Longmire Alternate	Standing	Annual	F. McKinley
MCE Clean Energy Board	Juan Banales / Pete Longmire Alternate	Standing	4 Per Year	G. Evans
TRANSPLAN / ECCRFFA	Sal Evola / Juan Banales Alternate	Standing	2 nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	Pete Longmire& Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Sal Evola / Merl Craft Alternate	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Pete Longmire / Sal Evola Alternate	Standing	1 st Thursday	J. Sbranti/G. Evans
School Districts Committee	Merl Craft &Jelani Killings / Juan Banales Alt.	Standing	4 th Thursday even months	J. Sbranti
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
CAC/CDBG	Juan Banales & Jelani Killings / Pete Longmire Alt.	Standing	As needed	M. Aliotti
CIP	Juan Banales & Jelani Killings	Ad Hoc	As needed	F. McKinley/J. Hecht
Concord Hills Working Group	Sal Evola & Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	J. Sbranti
Pittsburg Recognition Committee	Merl Craft / Pete Longmire Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Pete Longmire &Juan Banales / Sal Evola Alt.	Standing	Quarterly	G. Evans
Finance Subcommittee	Sal Evola & Pete Longmire / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Sal Evola &Juan Banales / Merl Craft Alt.	Ad Hoc	As needed	K. Pollot
Local Contracting & Preference Policy	Merl Craft & Sal Evola	Ad Hoc	As needed	J. Sbranti
Pittsburg Arts & Community Foundation	Merl Craft& Jelani Killings / Pete Longmire Alt.	Standing	As needed	J. Sbranti
Pittsburg Police Activities League (PAL)	Juan Banales & Pete Longmire / Killings Alt.	Standing	Monthly	B. Addington
Power Company Advisory	Pete Longmire & Juan Banales / Merl Craft Alt.	Standing	As needed	G. Evans
Public Outreach	Juan Banales & Jelani Killings	Ad Hoc	As needed	K. Simonton
Sister City Committee	Sal Evola&Merl Craft/ Pete Longmire Alt.	Ad Hoc	As needed	G. Evans
Successor Agency Subcommittee	Merl Craft &Jelani Killings / Pete Longmire Alt.	Standing	As needed	M. Aliotti

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

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

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

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

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

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

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

**CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES**

DATE: June 18, 2018

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

CALL TO ORDER

Chair Longmire called the meeting of the Housing Authority to order at 7:50 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

All Members were present.

CONSENT CALENDAR

On motion by Member Killings, seconded by Member Craft to adopt and carried unanimously

6. Minutes of May 21, 2018
7. Disbursement List of May 31, 2018
8. Adoption of a Housing Authority Resolution for Approval of the Operating Budget Plan for Fiscal Year 2018-19 for the City of Pittsburg Housing Authority and Appropriation of Funds for Fiscal Year 2018-19

ADJOURNMENT

The Housing Authority was adjourned at 7:51 P.M. to July 16, 2018.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURGH HOUSING AUTHORITY
Disbursement List Summary
For the month of June 2018

VOUCHERS	Ck#	Amount	HAP ₁	VASH ₁	UR ₃	Portability	Admin. Fee	TOTAL
	147535 -147643 60118001- 60118491	1,397,803.00	1,146,413.00	138,692.00	7,709.00	99,590.00	5,399.00	1,397,803.00
	147644 - 147648 61518001 - 61518014	19,161.22	12,426.22	3,033.00	540.00	3,162.00		19,161.22
	TOTAL	1,416,964.22	1,158,839.22	141,725.00	8,249.00	102,752.00	5,399.00	\$ 1,416,964.22

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

		Amount	Description	TOTAL
ADMINISTRATIVE EXPENSES	Paid to	\$ 54,120.90	Full Time salaries	\$ 54,120.90
	City of Pittsburg	\$ -	Stipend	-
	(6/18 Operating	-	Part Time salaries	-
	Expenses)	-	Overtime salaries	-
		4,039.16	Retirement	4,039.16
		8,219.67	Retirement-Pension bonds	8,219.67
		13,189.02	Health Insurance	13,189.02
		-	CalPERS Unfunded Liability - Non Sworn	-
		117.24	Life Insurance	117.24
		1,383.24	Dental Insurance	1,383.24
		3,357.55	Workers Comp	3,357.55
		360.54	Unemployment Insurance	360.54
		141.49	Disability Ins.	141.49
		4,091.85	FICA	4,091.85
		997.50	Deferred Compensation	997.50
		842.08	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	842.08
		3,543.67	Retiree OPEB Costs	3,543.67
		349.80	Office Supplies	349.80
		-	Computer Software	-
		-	Textbooks	-
		65.33	Postage	65.33
		-	Misc Equip & Furniture < \$5,000	-
		-	Other Special Departmental Supplies	-
		860.34	Utilities (Gas, Electric & Water)	860.34
		537.31	Telephone - Regular	537.31
		53.17	Telephone - Other	53.17
		-	Membership Dues & Subscriptions	-
		-	Travel, Training, & Conference	-
		1,652.75	Insurance - Alloc Chgs	1,652.75
		-	Legal Fees	-
		-	Auditing Expense	-
		-	Settlement Hearing	-
		84.00	Other Contractual & Professional Service	84.00
		374.20	Advertising & Promotion	374.20
		1,744.05	Maintenance Agreements	1,744.05
		488.65	Maintenance & Repairs	488.65
		155.90	Equipment Rental	155.90
		2,375.00	Building Rental	2,375.00
		545.50	Fleet Maintenance Alloc Chgs	545.50
		1,289.17	Building Maintenance Alloc Chgs	1,289.17
		2,201.58	Information Systems Alloc Chgs	2,201.58
		-	Bad Debt Expense	-
		4,551.75	Admin overhead paid to city	4,551.75
		-	Legal - Non Retainer/Non Reimbursable	-
		-	Capital Equipment & Furniture	-
		-	Other Special Departmental Supplies - Rental	-
		-	Utilities (Gas, Electric, & Water) - Rental	-
		-	Advertising & Promotion - Rental	-
		-	Other Contractual & Professional Service - Rental	-
		145.00	Maintenance & Repairs - Rental	145.00
	-	Property Tax payment - Rental	-	
	120.35	Other fees - Rental	120.35	
	-	Lighting & Landscape Assessment - Rental	-	
	-	CCCERA Interfund Loan Payback	-	
	1,410.67	Transfer-Out to OPEB (Unfunded Liabilities)	1,410.67	
	TOTAL	113,408.43		113,408.43

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

NET of Issued and Voided \$ 1,530,372.65

voided \$ 1,530,372.65
 July 2017 - June 2018
 Lauren London 7/5/18
 O'Farrell 7/5/18

Check Summary

June 1, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 147535	6/1/18	*****2494	Amana K Cornish	59.00
147537	6/1/18	*****6117	Athena A Ruiz	105.00
147538	6/1/18	*****0898	Burhan Nawabi	59.00
147539	6/1/18	*****2605	Charles C Robinson	224.00
147540	6/1/18	*****3976	Darren M Thompson	19.00
147541	6/1/18	*****2940	Donnette L Terrell	36.00
147542	6/1/18	*****5254	Ernisha Henry	39.00
147543	6/1/18		Franchise Tax Board	208.75
147544	6/1/18	*****7375	Johnnie B Hayes	9.00
147545	6/1/18	*****1171	Jon R Smith	19.00
147546	6/1/18	*****3180	Kamika C Thigpen	19.00
147547	6/1/18	*****6519	Krystal M Williams	86.00
147548	6/1/18	*****7253	Laneava S Blanks	57.00
147549	6/1/18	*****5201	Laquita Dillon	122.00
147550	6/1/18	*****6488	Luz S Edington	150.00
147551	6/1/18	*****6385	Marcia Price	129.00
147552	6/1/18	*****5133	Mary P Grigsby	20.00
147553	6/1/18	*****8275	Mildred G Botello	228.00
147554	6/1/18	*****9905	Nakisha Fountain	49.00
147555	6/1/18	*****3829	Nicole N Hodge	68.00
147556	6/1/18	*****8665	Nieza M Burrus	145.00
147557	6/1/18	*****4119	Pashenia D Sanders	165.00
147559	6/1/18	*****7218	Rayna Madison	64.00
147560	6/1/18	*****6935	Samaiyah A Warren	138.00
147561	6/1/18	*****1512	Shawn A Prince	9.00
147562	6/1/18	*****3542	Starr C Bronson	14.00
147564	6/1/18	*****8651	Zaoxin Rong	2,167.00
147566	6/1/18	*****2890	Raquel E Miller	36.00
147567	6/1/18	*****0864	Rochelle Scurlock	88.00
147568	6/1/18	*****8623	Kimberly A Limas	132.00
147569	6/1/18	*****7724	Carla R Fortenberry	5.00
147570	6/1/18	*****4208	Ono c Rothschild	264.00
147571	6/1/18	*****8819	Norma J George	2.00
147572	6/1/18	*****2184	Evelyn Smith	14.00

147573	6/1/18	*****8612	Regina D Tucker	77.00
147574	6/1/18	*****8889	Rosemarie Fagundes	36.00
147575	6/1/18	*****5753	Kevin j Hernandez	228.00
147576	6/1/18	*****6015	Sherron A Camp	158.00
147577	6/1/18	*****9122	Nancy M Parrish	157.00
147578	6/1/18	*****2405	Christina M Torres-Turner	179.00
147579	6/1/18	*****0841	Mona Lisa Jones	92.00
147580	6/1/18	*****3263	Shamonica C Gordon	17.00
147581	6/1/18	*****3256	Melanie M Brooks	19.00
147582	6/1/18	*****5492	Michelle m Williams	58.00
147583	6/1/18	*****0046	Letta D Christian	27.00
147584	6/1/18	*****7135	Michele N Nichols	55.00
147585	6/1/18	*****2879	Tieshia S Jones	165.00
147586	6/1/18	*****5626	Lashawn P Fields	74.00
147587	6/1/18	*****3113	Mannah S Parrott	215.00
147588	6/1/18	*****4702	Tracey S Russell	19.00
147589	6/1/18	*****4559	Julie A Young	51.00
147590	6/1/18	*****0248	Abdul A Wardak	62.00
147591	6/1/18	*****3181	Shirley J Strausbaugh	1.00
147592	6/1/18	*****1715	Chantal L Bolden	0.00
147593	6/1/18	*****1015	Jessica D Parker	172.00
147594	6/1/18	*****2695	Monique Thompson	32.00
147595	6/1/18	*****1686	Jasmine J Jackson	46.00
147596	6/1/18	*****5298	Gloria F Nelson	19.00
147597	6/1/18	*****0903	Virgie r Gray	69.00
147598	6/1/18	*****6507	Melissa R Griffin	19.00
147599	6/1/18	*****7921	Shontise n Lockett	274.00
147600	6/1/18	*****3869	Charlene M Best	95.00
147601	6/1/18	*****1062	Lateefah S Camacho	215.00
147602	6/1/18	*****4721	Ebony N Manning	69.00
147603	6/1/18	*****2217	Camille A Lascano	177.00
147604	6/1/18	*****9229	Sonia M Guevara	146.00
147605	6/1/18	*****8078	Lisa E Gordon	17.00
147606	6/1/18	*****2808	Ramona P Jimenez	148.00
147607	6/1/18	*****2489	Jessica M Raygoza	74.00
147608	6/1/18	*****5288	Nicole m Magnus	19.00
147609	6/1/18	*****5083	Crystal j Houston	195.00
147610	6/1/18	*****1696	Angela M Lenzi	30.00
147611	6/1/18	*****3183	Sonja l Campos	40.00
147612	6/1/18	*****5072	Chawnette D Sneed	46.00
147613	6/1/18	*****8818	Lisa n Macpheators	134.00

147614	6/1/18	*****3349	Iris S Randall		46.00
147615	6/1/18	*****0840	Dalisha L Bernstine		103.00
147616	6/1/18	*****6953	Nathan Banks JR		26.00
147617	6/1/18	*****1238	Ramonda A Carlos		76.00
147618	6/1/18	*****6995	Graciela Arroyo		63.00
147619	6/1/18	*****0195	Shanoria s Sasser		87.00
147620	6/1/18	*****7390	Masuda Nawabi		36.00
147621	6/1/18	*****1951	Vinisha D Thornton		227.00
147622	6/1/18	*****0849	Briana I Edwards		6.00
147623	6/1/18	*****7822	Daudi K Edmond		41.00
147624	6/1/18	*****5758	Monique c Chaves		96.00
147625	6/1/18	*****1164	Michelle M Balestrieri		155.00
147626	6/1/18	*****6095	Leilani S Gomez		135.00
147627	6/1/18	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management		2,000.00
147628	6/1/18	*****9524	Ahmed H Abushgarah		18.00
147629	6/1/18	*****9326	Western Addition Apartments, LLC		1,506.00
147630	6/1/18	*****8574	Alamo Square Apartments LLC		2,161.00
147631	6/1/18	*****9810	Housing Authority of the County of Alameda		4,276.97
147632	6/1/18	*****0339	Shanda Arnold		1,803.00
147634	6/1/18	*****0348	Hartz Property Management		1,384.00
147635	6/1/18	*****1057	Diamond Hillside Apartments		1,093.00
147636	6/1/18	*****0978	King County Housing Authority		1,415.80
147637	6/1/18	*****3848	Leticia Carasi Malasig		453.00
147638	6/1/18	*****3124	Dante McDonald		1,012.00
147639	6/1/18	*****2593	Ba Nguyen Thu Thi Ngo		2,625.00
147640	6/1/18	*****9182	Lorene Paysinger		1,793.00
147641	6/1/18	*****7243	Linda Phon		961.00
147642	6/1/18	*****4614	Vincenzo Signorino		1,329.00
147643	6/1/18	*****7638	Jielu Zhao		3,761.00
* 60118001	6/1/18	*****2626	9th Street Associates, LP	DD - ES	1,619.00
60118002	6/1/18	*****0229	Meerwais Abdiani	DD - ES	867.00
60118003	6/1/18	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	1,853.00
60118004	6/1/18	*****6232	Rosario Aguilar	DD - ES	828.00
60118005	6/1/18	*****5759	Rosa Aguirre	DD - ES	2,251.00
60118006	6/1/18	*****9530	Demetrius Alexander	DD - ES	1,610.00
60118007	6/1/18	*****2539	Ida Alfaro	DD - ES	572.00
60118008	6/1/18	*****3510	Altisource Residential Corporation	DD - ES	986.00
60118009	6/1/18	*****9681	Dale Alvarez	DD - ES	1,675.00

60118011	6/1/18	*****0104	Cecilia Anderson	DD - ES	2,279.00
60118012	6/1/18	*****0387	James or Brenda Anderson	DD - ES	2,675.00
60118013	6/1/18	*****5255	Linda S Anderson	DD - ES	2,689.00
60118014	6/1/18	*****9111	Shawn Anderson	DD - ES	1,036.00
60118015	6/1/18	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,747.00
60118016	6/1/18	*****0707	Sergeant or Sima Austin	DD - ES	1,950.00
60118017	6/1/18	*****3967	Ajay Banga	DD - ES	1,654.00
60118018	6/1/18	*****2764	Mel L. Banagan	DD - ES	1,338.00
60118019	6/1/18	*****4138	Carlos G. Barraza	DD - ES	831.00
60118020	6/1/18	*****3909	Ken Bartlett	DD - ES	3,349.00
60118021	6/1/18	*****7446	Bay Burg Property, LLC	DD - ES	861.00
60118022	6/1/18	*****5979	John Bedford	DD - ES	572.00
60118023	6/1/18	*****9093	Holly Beech	DD - ES	3,907.00
60118025	6/1/18	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,666.00
60118026	6/1/18	*****2521	Belmont Apartments	DD - ES	19,228.00
60118027	6/1/18	*****2521	Belmont Apartments	DD - ES	19,682.00
60118028	6/1/18	*****2521	Belmont Apartments	DD - ES	20,223.00
60118029	6/1/18	*****2521	Belmont Apartments	DD - ES	20,663.00
60118030	6/1/18	*****2521	Belmont Apartments	DD - ES	4,222.00
60118031	6/1/18	*****5996	Alex Benjamen	DD - ES	1,490.00
60118032	6/1/18	*****7889	Tennyson Berry	DD - ES	2,950.00
60118033	6/1/18	*****8634	Bethel Global Development LLC	DD - ES	1,590.00
60118034	6/1/18	*****7075	Som N Bhatia	DD - ES	1,954.00
60118035	6/1/18	*****0602	Pinakin Bhatt	DD - ES	2,103.00
60118036	6/1/18	*****8470	Joseph B. Bachir	DD - ES	1,348.00
60118037	6/1/18	*****3895	Anthony L. Blackburn	DD - ES	1,425.00
60118038	6/1/18	*****3502	Black Diamond Management	DD - ES	1,192.00
60118039	6/1/18	*****7357	Shanxia Yang Bolton	DD - ES	554.00
60118040	6/1/18	*****5924	Steven Booras	DD - ES	2,265.00
60118041	6/1/18	*****3037	Kelly Ann Bradford	DD - ES	1,449.00
60118042	6/1/18	*****5829	Brian Carter	DD - ES	1,199.00
60118043	6/1/18	*****6215	Janet Brown	DD - ES	1,343.00
60118044	6/1/18	*****7469	Jessica G. Platt	DD - ES	1,188.00
60118045	6/1/18	*****9783	Lauren H Brown	DD - ES	1,082.00
60118046	6/1/18	*****9954	Blue Sapphire Homes, Inc.	DD - ES	2,171.00
60118047	6/1/18	*****2142	Huong T. Bui	DD - ES	3,071.00
60118048	6/1/18	*****3080	Vu Manh Bui	DD - ES	1,610.00
60118049	6/1/18	*****3187	Burga Family California Trust	DD - ES	1,952.00
60118052	6/1/18	*****3026	Jerome Busby	DD - ES	1,868.00

60118053	6/1/18	*****7349	Xuelong Cao	DD - ES	497.00
60118055	6/1/18	*****4042	Donnell I. Carson	DD - ES	1,810.00
60118056	6/1/18	*****5079	Castle Creek Company, Inc.	DD - ES	1,377.00
			Trust Account		
60118057	6/1/18	*****6869	Cora Ann Chambers	DD - ES	1,527.00
60118058	6/1/18	*****6228	Gayle Chamberlain	DD - ES	862.00
60118059	6/1/18	*****0398	Kan Chuen Chan	DD - ES	2,020.00
60118060	6/1/18	*****5571	P. M. Chaobal	DD - ES	2,600.00
60118061	6/1/18	*****1853	Hong Chen	DD - ES	4,603.00
60118062	6/1/18	*****8946	Jienlin Chen	DD - ES	2,256.00
60118063	6/1/18	*****6735	Li Ying Chen	DD - ES	1,900.00
60118064	6/1/18	*****0128	Ping Chen	DD - ES	2,090.00
60118065	6/1/18	*****2680	Sherry Chen	DD - ES	861.00
60118066	6/1/18	*****4714	Wenhua Chen	DD - ES	2,598.00
60118067	6/1/18	*****5473	Hwa-Yoong Chiu	DD - ES	1,713.00
60118068	6/1/18	*****3211	Ada Choi	DD - ES	1,998.00
60118069	6/1/18	*****2454	Chun Ok Choi	DD - ES	1,171.00
60118070	6/1/18	*****0310	City of Pittsburg Housing Authority	DD - ES	4,325.00
60118071	6/1/18	*****3591	Juan F. Clara	DD - ES	1,257.00
60118072	6/1/18	*****7054	Ping Cao	DD - ES	1,217.00
60118073	6/1/18	*****1362	College Park Housing Authority	DD - ES	732.80
60118074	6/1/18	*****9873	Angel Contreras	DD - ES	2,409.00
60118075	6/1/18	*****8060	Betty Conner	DD - ES	1,141.00
60118076	6/1/18	*****3394	Kim Cortesi	DD - ES	1,875.00
60118084	6/1/18	*****7194	Maria G. Costa	DD - ES	663.00
60118085	6/1/18	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	1,806.00
60118086	6/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	21,169.00
60118087	6/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	23,335.00
60118088	6/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	23,469.00
60118089	6/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	3,156.00
60118090	6/1/18	*****6569	Jeannette D. Crespo	DD - ES	2,585.00
60118091	6/1/18	*****4259	Junie Varela Crosby	DD - ES	956.00
60118092	6/1/18	*****7900	Patricia Crosby	DD - ES	1,422.00
60118093	6/1/18	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	1,502.00
60118094	6/1/18	*****6248	Justin Dailey	DD - ES	1,480.00
60118095	6/1/18	*****1622	Dam Quang To	DD - ES	714.00

60118096	6/1/18	*****8853	Antoinette Davis	DD - ES	1,233.00
60118097	6/1/18	*****2963	Audrey Davis	DD - ES	956.00
60118098	6/1/18	*****0396	Kesha E. Davis	DD - ES	1,277.00
60118099	6/1/18	*****8929	Kevin Davidson	DD - ES	1,017.00
60118100	6/1/18	*****4961	Paulette Davis	DD - ES	1,421.00
60118101	6/1/18	*****6115	Roshan M. Davis	DD - ES	1,415.00
60118102	6/1/18	*****9068	Jagdeep or Shashi Dayal	DD - ES	3,706.00
60118103	6/1/18	*****8370	Charles Dellamore	DD - ES	1,644.00
60118104	6/1/18	*****5882	David De La Torre	DD - ES	1,234.00
60118106	6/1/18	*****1004	Brigitte P. Doan	DD - ES	7,135.00
60118107	6/1/18	*****3531	Anna Phuongnam Thi Do	DD - ES	2,050.00
60118108	6/1/18	*****9716	JoAnn or Larry Domina	DD - ES	1,134.00
60118109	6/1/18	*****5043	Alex Dongallo	DD - ES	2,115.00
60118110	6/1/18	*****6538	Linda Duong	DD - ES	607.00
60118111	6/1/18	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	6,445.00
60118112	6/1/18	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	1,336.00
60118113	6/1/18	*****3757	Alma B Espiritu	DD - ES	1,711.00
60118114	6/1/18	*****6095	Rosario Espejo	DD - ES	1,380.00
60118115	6/1/18	*****6027	Jianxin Fang Jia Liu	DD - ES	4,060.00
60118116	6/1/18	*****3835	Michael Mao C/O Jing Feng	DD - ES	2,543.00
60118117	6/1/18	*****8236	Anthony Ferrell	DD - ES	1,709.00
60118118	6/1/18	*****2790	Barbara J. Fierner	DD - ES	1,490.00
60118119	6/1/18	*****9447	Joseph Field	DD - ES	1,096.00
60118120	6/1/18	*****7691	Hernan Roberto Figueroa	DD - ES	1,160.00
60118122	6/1/18	*****0962	Tochia D. Brewster Fleeton	DD - ES	1,441.00
60118123	6/1/18	*****5773	Alexander Flowers	DD - ES	1,484.00
60118124	6/1/18	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	1,252.37
60118125	6/1/18	*****4032	Fox Creek Apartments	DD - ES	20,820.00
60118126	6/1/18	*****4032	Fox Creek Apartments	DD - ES	10,084.00
60118127	6/1/18	*****0284	Monica Fraga	DD - ES	1,688.00
60118128	6/1/18	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	1,782.00
60118129	6/1/18	*****6265	Mr. Darren Fuller	DD - ES	1,388.00
60118130	6/1/18	*****8997	Fan Fuller	DD - ES	1,004.00
60118131	6/1/18	*****9634	Gialene Gaines	DD - ES	1,450.00
60118132	6/1/18	*****8306	Bao Wen Gao	DD - ES	2,340.00
60118133	6/1/18	*****6981	Adraine Gardner	DD - ES	2,253.00
60118134	6/1/18	*****4278	Antoinette L Garcia	DD - ES	1,345.00
60118135	6/1/18	*****7036	David Gardner	DD - ES	3,079.00

60118136	6/1/18	*****0785	Rupesh Garg Samantha Garg	DD - ES	2,224.00
60118137	6/1/18	*****3578	Valerie Gardner	DD - ES	1,623.00
60118138	6/1/18	*****2931	William H. Gardiner	DD - ES	2,115.00
60118139	6/1/18	*****5111	Gateway Apartments	DD - ES	5,703.00
60118140	6/1/18	*****5298	Parvindokht Ghaboulidashti	DD - ES	617.00
60118141	6/1/18	*****2770	Eva Gholson	DD - ES	2,946.00
60118142	6/1/18	*****1145	Vernon or Eva Gholson	DD - ES	2,510.00
60118143	6/1/18	*****5958	Jacqueline Gill	DD - ES	1,671.00
60118144	6/1/18	*****8187	Sukpran Gill	DD - ES	1,615.00
60118145	6/1/18	*****3032	Jesse Gonzaga	DD - ES	887.00
60118146	6/1/18	*****2367	Ting Gong	DD - ES	2,094.00
60118147	6/1/18	*****6940	Frances Greene	DD - ES	2,800.00
60118148	6/1/18	*****4872	Rodney Green	DD - ES	1,205.00
60118149	6/1/18	*****3361	Rupinder Grewal	DD - ES	1,015.00
60118150	6/1/18	*****7325	Patricia Gridley	DD - ES	626.25
60118151	6/1/18	*****6305	Italo Grossi	DD - ES	1,572.00
60118152	6/1/18	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	1,287.00
60118153	6/1/18	*****0940	Krystle Guan	DD - ES	6,029.00
60118154	6/1/18	*****1575	Bob Gunson Real Estate C/O Julie Hang	DD - ES	1,321.00
60118155	6/1/18	*****5267	Abhilash Gupta	DD - ES	3,739.00
60118156	6/1/18	*****7930	Donald R. Watson, Sr.	DD - ES	461.00
60118157	6/1/18	*****2314	Nicole Hackett	DD - ES	1,401.00
60118158	6/1/18	*****6176	Asharfun Nisha Hafiz	DD - ES	804.00
60118159	6/1/18	*****0457	Jeffrey Paul Hagler	DD - ES	1,116.00
60118160	6/1/18	*****9827	Delores Jane Hall	DD - ES	1,519.00
60118161	6/1/18	*****1769	Lawrence Harrold	DD - ES	4,638.00
60118162	6/1/18	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	3,319.00
60118163	6/1/18	*****5859	Chuanhu He	DD - ES	1,663.00
60118164	6/1/18	*****6728	David T. Hennigan	DD - ES	6,718.00
60118165	6/1/18	*****3097	Silvester C. Henderson	DD - ES	3,369.00
60118166	6/1/18	*****5221	Anna Hernandez	DD - ES	1,886.00
60118167	6/1/18	*****2157	Elias Herrera	DD - ES	1,779.00
60118168	6/1/18	*****7408	Serene Herrmann	DD - ES	960.00
60118169	6/1/18	*****3423	Sally Lea Hickman	DD - ES	1,458.00
60118170	6/1/18	*****1603	Marva Hill	DD - ES	560.00
60118171	6/1/18	*****6255	Carl E. Hoard II	DD - ES	1,651.00
60118172	6/1/18	*****7386	Hanh Huu Hoang	DD - ES	2,193.00
60118173	6/1/18	*****5654	Havy S Hoag	DD - ES	2,562.00
60118174	6/1/18	*****4106	Albert Ho	DD - ES	1,797.00

60118175	6/1/18	*****2084	Annie Ho The Annie Ho Living Trust	DD - ES	1,350.00
60118176	6/1/18	*****0051	Dan Ho	DD - ES	2,110.00
60118177	6/1/18	*****8576	Joyce Ann Hoffman	DD - ES	1,326.00
60118178	6/1/18	*****7451	Gloria H. Holbrook	DD - ES	1,950.00
60118179	6/1/18	*****4543	Ronald G. Holmes	DD - ES	1,267.00
60118180	6/1/18	*****5700	Tony Ho	DD - ES	1,295.00
60118181	6/1/18	*****9956	Cheng Huang	DD - ES	2,922.00
60118182	6/1/18	*****1535	Fanny Kao Huang	DD - ES	2,301.00
60118183	6/1/18	*****8816	Ming Zin Huang	DD - ES	2,671.00
60118184	6/1/18	*****7984	Tao Huang	DD - ES	8,612.00
60118185	6/1/18	*****7179	Ya Jing Huang	DD - ES	2,047.00
60118186	6/1/18	*****9084	Nancy Xiu Zhen Hu	DD - ES	1,986.00
60118187	6/1/18	*****6229	Thinh Trieu Huynh	DD - ES	1,720.00
60118188	6/1/18	*****0778	IGreen House Inc.	DD - ES	1,270.00
60118189	6/1/18	*****8007	2015-1 IH2 Borrower LP	DD - ES	1,908.00
60118190	6/1/18	*****4320	IH2 Property West, L.P.	DD - ES	1,430.00
60118191	6/1/18	*****7951	IH5 Property West LP	DD - ES	2,640.00
60118192	6/1/18	*****7013	Eugene G. Imperato	DD - ES	1,480.00
60118193	6/1/18	*****2726	IH4 Property West LP	DD - ES	2,050.00
60118194	6/1/18	*****8323	Keyee Investment LLC	DD - ES	268.00
60118195	6/1/18	*****1017	LaShon D Irving	DD - ES	2,172.00
60118196	6/1/18	*****0911	Mario Isidro	DD - ES	1,776.00
60118197	6/1/18	*****6821	Michael or Kay Isola	DD - ES	798.00
60118198	6/1/18	*****4913	Jabbarr Love	DD - ES	1,025.00
60118199	6/1/18	*****2036	Brandi Jackson C/O Perry Realty Team	DD - ES	2,054.00
60118200	6/1/18	*****4910	Sameer Jain	DD - ES	2,059.00
60118201	6/1/18	*****3307	Vishal S. Jain	DD - ES	1,391.00
60118202	6/1/18	*****1349	Jason Le	DD - ES	2,285.00
60118203	6/1/18	*****6917	Jian Xing Zhang	DD - ES	1,464.00
60118204	6/1/18	*****0833	Alonzo D. Johnson	DD - ES	947.00
60118205	6/1/18	*****5506	Jason K. Johnson	DD - ES	3,010.00
60118206	6/1/18	*****8569	Ronita Johnson	DD - ES	1,195.00
60118207	6/1/18	*****8867	James Jones	DD - ES	1,967.00
60118208	6/1/18	*****2434	Sharon Jones	DD - ES	1,588.00
60118209	6/1/18	*****9670	Cheryl D Joseph	DD - ES	1,885.00
60118210	6/1/18	*****4905	Mostaeen B Jouya	DD - ES	2,134.00
60118211	6/1/18	*****3526	JPH Investment Trust	DD - ES	2,459.00
60118212	6/1/18	*****5704	Jayne Walton Separate Property Trust	DD - ES	1,479.00
60118213	6/1/18	*****5647	Om Parkash Kalra	DD - ES	3,316.00

60118214	6/1/18	*****8425	Wei Kang	DD - ES	3,815.00
60118215	6/1/18	*****1731	Deepinder Kaur	DD - ES	2,384.00
60118216	6/1/18	*****7429	Navkirandeep Kaur	DD - ES	1,274.00
60118217	6/1/18	*****6180	K. E. M. Group LLC	DD - ES	1,936.00
60118218	6/1/18	*****9411	Anthony Keslinke	DD - ES	1,493.00
60118219	6/1/18	*****2578	Faraz Ali Khan	DD - ES	1,677.00
60118220	6/1/18	*****0839	Alan T. Kilpatrick	DD - ES	622.00
60118221	6/1/18	*****0888	KW Kirker Creek, LLC	DD - ES	2,898.00
60118222	6/1/18	*****7475	Qi Yun Kuang	DD - ES	4,036.00
60118223	6/1/18	*****8506	Simon Kailiang Kuang	DD - ES	1,707.00
60118224	6/1/18	*****9316	Zdzislaw Kujawa	DD - ES	1,757.00
60118225	6/1/18	*****2585	Daniel Kwan	DD - ES	1,400.00
60118226	6/1/18	*****6229	Simon Chuen-Sang Kwong	DD - ES	1,470.00
60118227	6/1/18	*****8326	Thomas LaFleur	DD - ES	1,946.00
60118228	6/1/18	*****7845	Chow Kang Lam	DD - ES	2,023.00
60118229	6/1/18	*****6520	Shirley Manly-Lampkin	DD - ES	1,036.00
60118230	6/1/18	*****6102	Maria Lara	DD - ES	1,608.00
60118231	6/1/18	*****7975	Peter C. Larsen	DD - ES	937.00
60118232	6/1/18	*****2401	Kevin Lassair	DD - ES	1,611.00
60118233	6/1/18	*****4732	Latif, LLC	DD - ES	2,725.00
60118234	6/1/18	*****0938	Ingrid Lau	DD - ES	1,653.00
60118235	6/1/18	*****8224	Kai Man Lau	DD - ES	817.00
60118236	6/1/18	*****9373	Delphia M. or Clarence Lawson	DD - ES	1,093.00
60118237	6/1/18	*****6826	Living Trust of Geroge Van & Fannie Mae Laswon C/O Nicole C. Nicholson - Trustee	DD - ES	1,304.00
60118238	6/1/18	*****2293	LCSTAR, LLC	DD - ES	8,224.00
60118239	6/1/18	*****0984	Dao Tran Le	DD - ES	970.00
60118240	6/1/18	*****8548	Jack Wai Lee	DD - ES	1,848.00
60118241	6/1/18	*****1755	Siu Wan Windytiti Lee	DD - ES	1,548.00
60118242	6/1/18	*****2527	Steven Lee	DD - ES	1,120.00
60118243	6/1/18	*****5289	Yuhjen Juang Lee	DD - ES	1,717.00
60118244	6/1/18	*****1860	Lena Le	DD - ES	1,038.00
60118245	6/1/18	*****9382	Luigi Leoncio, LLC	DD - ES	1,798.00
60118246	6/1/18	*****3782	Joseph C. Lerma	DD - ES	1,226.00
60118247	6/1/18	*****3555	Yiping I. and Frederic Leroudier	DD - ES	3,030.00
60118248	6/1/18	*****3410	John M. Leung	DD - ES	5,341.00
60118249	6/1/18	*****3743	May Leung or Rodney Chen	DD - ES	2,923.00
60118250	6/1/18	*****2110	Peter Leung	DD - ES	2,153.00
60118251	6/1/18	*****5185	Fortunee Lichaa	DD - ES	1,505.00
60118252	6/1/18	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	635.00

60118253	6/1/18	*****0416	Faqiang Li	DD - ES	1,260.00
60118254	6/1/18	*****8871	Jie Li	DD - ES	1,297.00
60118255	6/1/18	*****7827	Jinhuan Li	DD - ES	1,508.00
60118256	6/1/18	*****5495	Jian S Lin	DD - ES	1,474.00
60118257	6/1/18	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	993.00
60118258	6/1/18	*****3881	Vivian Y Li	DD - ES	1,647.00
60118259	6/1/18	*****1547	Paul Livson	DD - ES	1,517.00
60118260	6/1/18	*****0050	Wei Min Li	DD - ES	1,484.00
60118261	6/1/18	*****9003	Ying Hong Li	DD - ES	1,665.00
60118262	6/1/18	*****0198	Belkis Zhong Li	DD - ES	2,224.00
60118263	6/1/18	*****1646	Paul Long	DD - ES	2,466.00
60118264	6/1/18	*****1474	Los Medanos Village Apartments	DD - ES	23,081.00
60118265	6/1/18	*****7531	Tony or Yvonne Louie	DD - ES	1,400.00
60118266	6/1/18	*****5602	Marshall & Sonya Lowe	DD - ES	1,105.00
60118267	6/1/18	*****0153	Ariston Laurito Loyola	DD - ES	824.00
60118268	6/1/18	*****7720	Jose Loza	DD - ES	709.00
60118269	6/1/18	*****2354	Andrew Kin Lui	DD - ES	4,432.00
60118270	6/1/18	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	1,937.00
60118271	6/1/18	*****1821	Curtis H. Lundberg	DD - ES	550.00
60118272	6/1/18	*****1596	Kenneth Luong	DD - ES	1,595.00
60118273	6/1/18	*****1494	Xiangwen Lu	DD - ES	2,217.00
60118274	6/1/18	*****5430	Kiet A. Ly	DD - ES	1,767.00
60118275	6/1/18	*****4009	Yolanda McDonald	DD - ES	1,498.00
60118276	6/1/18	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	1,613.00
60118277	6/1/18	*****5865	Rakesh Madra	DD - ES	4,186.00
60118278	6/1/18	*****5605	Robert Madson Lisa Swafford	DD - ES	1,759.00
60118279	6/1/18	*****2191	Radha Mahesram	DD - ES	2,033.00
60118280	6/1/18	*****7358	Mahnoor Tariq	DD - ES	2,588.00
60118281	6/1/18	*****4372	Jennifer Leung Ma	DD - ES	5,561.00
60118282	6/1/18	*****1989	Jeff Mann	DD - ES	4,642.00
60118283	6/1/18	*****5378	Glenn Marshall	DD - ES	1,455.00
60118284	6/1/18	*****2875	Marla Y Harrison	DD - ES	337.00
60118285	6/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	15,791.00
60118286	6/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	15,747.00
60118287	6/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	14,684.00
60118288	6/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	3,569.00
60118289	6/1/18	*****5287	Louie W. Maruri El Dorado Apartments	DD - ES	878.00

60118290	6/1/18	*****3065	Tanya Martha	DD - ES	1,877.00
60118291	6/1/18	*****9206	Demetria d Mason	DD - ES	2,411.00
60118292	6/1/18	*****6768	Matrixone Realty	DD - ES	1,033.00
60118293	6/1/18	*****3048	Rita J. McCrystle	DD - ES	1,210.00
60118294	6/1/18	*****7174	Samuel McCree	DD - ES	801.00
60118295	6/1/18	*****6494	Dorothy McDonald	DD - ES	1,614.00
60118296	6/1/18	*****1925	Veronica R. McElroy	DD - ES	1,982.00
60118297	6/1/18	*****1152	Janice K McLean	DD - ES	1,022.00
60118298	6/1/18	*****4675	Meadow Glen Apartments	DD - ES	3,207.00
60118299	6/1/18	*****9866	Tatung Mei	DD - ES	3,314.00
60118300	6/1/18	*****4316	Joel Mejia	DD - ES	664.00
60118301	6/1/18	*****5245	Jinyu Meng	DD - ES	2,148.00
60118302	6/1/18	*****4885	Sabine Menzel	DD - ES	4,324.00
60118303	6/1/18	*****0133	Mercedes P. Johnson	DD - ES	886.00
60118304	6/1/18	*****7793	Dennis Meyer Kinetic Real Estate/ Marelise Navaroo	DD - ES	1,946.00
60118305	6/1/18	*****8272	Hector Meza	DD - ES	1,212.00
60118306	6/1/18	*****9885	Andrew S Miloslavich	DD - ES	1,697.00
60118307	6/1/18	*****7437	Perchak Properties for Carol Miller	DD - ES	1,864.00
60118308	6/1/18	*****9782	Maryann Miller	DD - ES	1,198.00
60118309	6/1/18	*****2618	Carlos J Miranda	DD - ES	701.00
60118310	6/1/18	*****0772	Hassan Mirabedi	DD - ES	7,676.00
60118311	6/1/18	*****6741	Gwendolyn Mitchell	DD - ES	1,380.00
60118312	6/1/18	*****7083	Ronnie Eric Moffett Estate	DD - ES	1,971.00
60118313	6/1/18	*****6340	Moe Mojaddidi	DD - ES	4,714.00
60118314	6/1/18	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	1,066.00
60118315	6/1/18	*****4676	Erik L Morris	DD - ES	1,640.00
60118316	6/1/18	*****6975	Joseph Nelson Morin	DD - ES	1,710.00
60118317	6/1/18	*****7725	Ricardo Moran Gonzalez	DD - ES	1,214.00
60118318	6/1/18	*****3642	Eva Munn	DD - ES	489.00
60118319	6/1/18	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	1,535.00
60118320	6/1/18	*****0105	Ehsan Nabkel	DD - ES	3,094.00
60118321	6/1/18	*****9276	Fariba Naji	DD - ES	1,900.00
60118322	6/1/18	*****6234	Shinder Paul Narabut	DD - ES	7,177.00
60118323	6/1/18	*****9518	Farida Nawabi	DD - ES	2,555.00
60118324	6/1/18	*****0054	NC Associates, Inc.	DD - ES	12,214.00
60118325	6/1/18	*****6959	Joy Neal	DD - ES	1,764.00
60118326	6/1/18	*****5257	Guy Nesbeth	DD - ES	3,056.00
60118327	6/1/18	*****4114	James or Margaret Nevis	DD - ES	1,169.00

60118328	6/1/18	*****1072	Dominic Y Ng	DD - ES	2,582.00
60118329	6/1/18	*****3604	Knowland Ging Ng	DD - ES	7,741.00
60118330	6/1/18	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	2,022.00
60118331	6/1/18	*****9319	Sunny S Ng	DD - ES	1,477.00
60118332	6/1/18	*****0738	Hieu Nguyen	DD - ES	1,449.00
60118333	6/1/18	*****7154	Huy Quang Nguyen	DD - ES	2,218.00
60118334	6/1/18	*****4366	Quyen Nguyen	DD - ES	1,710.00
60118335	6/1/18	*****8241	Tieu Nguyen	DD - ES	812.00
60118336	6/1/18	*****7265	Ernest Nichols III	DD - ES	3,424.00
60118337	6/1/18	*****9886	Northstar Financial Group, LLC	DD - ES	276.00
60118338	6/1/18	*****8129	Kevin Nord Nord Investment Real Estate	DD - ES	1,350.00
60118339	6/1/18	*****0056	Richard A Norte	DD - ES	4,225.00
60118340	6/1/18	*****2286	North State Financial, Inc.	DD - ES	1,558.00
60118341	6/1/18	*****7171	New Way Management Services, Inc.	DD - ES	10,567.00
60118342	6/1/18	*****1194	Jennifer Odei	DD - ES	1,454.00
60118343	6/1/18	*****5572	Dwight J Owens	DD - ES	433.00
60118344	6/1/18	*****7606	Juanita Olayo	DD - ES	1,556.00
60118345	6/1/18	*****4543	Esosa A. Omokaro	DD - ES	1,707.00
60118346	6/1/18	*****0588	Orange County Housing Authority	DD - ES	2,239.80
60118347	6/1/18	*****3741	Sandra L Ortiz	DD - ES	1,793.00
60118348	6/1/18	*****2915	Tony Jose Ortiz	DD - ES	783.00
60118349	6/1/18	*****1081	Chinenye Osuagwu	DD - ES	2,208.00
60118350	6/1/18	*****9139	Olubukola Amoke Oyebade	DD - ES	2,414.00
60118351	6/1/18	*****3324	Mutlu Ozer	DD - ES	1,854.00
60118352	6/1/18	*****4083	Pacific Living, LLC	DD - ES	2,218.00
60118353	6/1/18	*****7811	Hemangini & Vijendra Patel	DD - ES	2,144.00
60118354	6/1/18	*****0885	Kokila Patel	DD - ES	625.00
60118355	6/1/18	*****8684	Virendra M. Patel	DD - ES	2,157.00
60118356	6/1/18	*****8047	Jason Pauline	DD - ES	1,357.00
60118357	6/1/18	*****3189	Loycell Peacock	DD - ES	1,015.00
60118358	6/1/18	*****5165	Scott Pease	DD - ES	1,261.00
60118359	6/1/18	*****3278	Maria Del Carmen Perez	DD - ES	365.00
60118360	6/1/18	*****6784	Lowde Y. Perkins	DD - ES	901.00
60118361	6/1/18	*****8225	Shiv Pertab	DD - ES	1,800.00
60118362	6/1/18	*****0958	Pittsburg Park Apartments	DD - ES	4,884.00
60118363	6/1/18	*****7605	Portofino Apartments	DD - ES	9,056.00
60118364	6/1/18	*****8826	Prime Metropolis Properties, Inc.	DD - ES	4,155.00
60118365	6/1/18	*****2849	IH5 Property West, LP	DD - ES	2,041.00
60118366	6/1/18	*****3398	Marples Property Management	DD - ES	3,179.00

60118367	6/1/18	*****4650	A. Meadows Property Management	DD - ES	1,212.00
60118368	6/1/18	*****7789	Stokley Properties LLC Harbor	DD - ES	2,280.00
60118369	6/1/18	*****8055	Property Upsurge, Inc.	DD - ES	10,493.00
60118370	6/1/18	*****0782	Amjad Qaqish	DD - ES	1,180.00
60118371	6/1/18	*****9542	Sam or Sonia Quinones	DD - ES	1,800.00
60118372	6/1/18	*****4029	Amos Radford	DD - ES	1,451.00
60118373	6/1/18	*****1034	Kuljit P Raju	DD - ES	1,277.00
60118374	6/1/18	*****2261	Paramjit K. Raju	DD - ES	2,650.00
60118375	6/1/18	*****3452	Christopher Ramirez	DD - ES	1,928.00
60118376	6/1/18	*****8489	Enrique or Stacy Ramirez	DD - ES	562.00
60118377	6/1/18	*****2162	Erika Ramirez	DD - ES	1,918.00
60118378	6/1/18	*****2283	Rohini Ram	DD - ES	1,818.00
60118379	6/1/18	*****6068	David Raughton	DD - ES	2,804.00
60118381	6/1/18	*****8337	RayCaro Inc.	DD - ES	3,019.00
60118382	6/1/18	*****8227	Croskey Real Estate, Inc.	DD - ES	2,007.00
60118383	6/1/18	*****6703	Amerasia Real Estate Fund LLC	DD - ES	3,011.00
60118384	6/1/18	*****7083	Reliant - Woods Grove, LP	DD - ES	8,821.00
60118385	6/1/18	*****7349	Eric Franklin Remson	DD - ES	1,057.00
60118387	6/1/18	*****9321	Roger Riley	DD - ES	1,901.00
60118388	6/1/18	*****6917	Ronald D. Shelly or Julie Crowder	DD - ES	1,087.00
60118389	6/1/18	*****0694	Jason Ruffin	DD - ES	2,279.00
60118390	6/1/18	*****4579	Elvira Ruiz	DD - ES	1,336.00
60118391	6/1/18	*****3871	Maridel P Santos	DD - ES	1,294.00
60118392	6/1/18	*****3011	Alicia Saucedo	DD - ES	1,157.00
60118393	6/1/18	*****7615	Gregory Paul Schulz	DD - ES	1,405.00
60118394	6/1/18	*****9954	Richard M. Sciortino	DD - ES	926.00
60118395	6/1/18	*****7031	Jacqueline Selinger	DD - ES	1,658.00
60118396	6/1/18	*****5346	Young Sook Seroy	DD - ES	1,596.00
60118397	6/1/18	*****1446	Mohinder Sharma	DD - ES	1,004.00
60118398	6/1/18	*****7239	Shailesh & Bela Patel	DD - ES	3,108.00
60118399	6/1/18	*****4900	Paul Shatswell	DD - ES	1,521.00
60118400	6/1/18	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	2,613.00
60118401	6/1/18	*****5981	Yihui Shi	DD - ES	1,515.00
60118402	6/1/18	*****7789	Siena Court Apartments	DD - ES	8,701.00
60118403	6/1/18	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	3,935.00
60118404	6/1/18	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	12,537.00
60118405	6/1/18	*****6650	Frank M. Siino	DD - ES	610.00
60118406	6/1/18	*****8035	Joseph Michael Siino	DD - ES	1,275.00

60118407	6/1/18	*****5399	Gloria Silva	DD - ES	866.00
60118408	6/1/18	*****7250	2012-C Property Holdings LLC	DD - ES	3,216.00
60118409	6/1/18	*****8407	Marc J. Simpson	DD - ES	1,437.00
60118410	6/1/18	*****3639	Raman Singh	DD - ES	1,759.00
60118411	6/1/18	*****6058	Son Singh	DD - ES	1,525.00
60118412	6/1/18	*****4970	Molly Smith	DD - ES	1,674.00
60118413	6/1/18	*****9092	Sherritta M Smith	DD - ES	952.00
60118414	6/1/18	*****0670	Southern Nevada Regional Housing Authority	DD - ES	1,396.50
60118415	6/1/18	*****2032	Cinthia Sosa	DD - ES	1,683.00
60118416	6/1/18	*****2985	Gloria Spahn	DD - ES	1,010.00
60118417	6/1/18	*****6977	Angela E. Robinson-Spencer	DD - ES	1,300.00
60118418	6/1/18	*****3465	Ramzi D Srouji	DD - ES	1,743.00
60118419	6/1/18	*****5343	Deborah Steppe	DD - ES	1,204.00
60118420	6/1/18	*****1601	George W. Stephens	DD - ES	1,674.00
60118421	6/1/18	*****5308	R R Rentals	DD - ES	1,639.00
60118423	6/1/18	*****6314	Amad Sultan	DD - ES	2,823.00
60118424	6/1/18	*****6318	Mr. Shahzad Sultan	DD - ES	2,475.00
60118425	6/1/18	*****8534	Suma Aryaei	DD - ES	2,265.00
60118426	6/1/18	*****1235	Summit Venture Group, LLC	DD - ES	2,008.00
60118427	6/1/18	*****6168	Kamaljeet Surila	DD - ES	1,457.00
60118428	6/1/18	*****0399	Joyce Hui Sy	DD - ES	6,066.00
60118429	6/1/18	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	1,163.00
60118430	6/1/18	*****9558	Edward C Tan	DD - ES	269.00
60118431	6/1/18	*****5832	Mohammad Tapus	DD - ES	2,743.00
60118432	6/1/18	*****6283	Yun Teng Weijie Zhang	DD - ES	1,813.00
60118433	6/1/18	*****2164	Quyen Minh Thai	DD - ES	468.00
60118434	6/1/18	*****4049	ChingJen Tong	DD - ES	3,846.00
60118435	6/1/18	*****1405	Lourdes or Raymond Tovar	DD - ES	826.00
60118436	6/1/18	*****2094	Raphael Minhtuyen Tran	DD - ES	4,962.00
60118437	6/1/18	*****6035	Tam Van Tran	DD - ES	1,918.00
60118438	6/1/18	*****1327	Thuy Tran	DD - ES	1,237.00
60118439	6/1/18	*****6165	Thanh Van Trinh	DD - ES	1,363.00
60118440	6/1/18	*****3572	Nhan Chi Truong	DD - ES	949.00
60118441	6/1/18	*****5313	Sean Thuyet Truong	DD - ES	1,233.00
60118442	6/1/18	*****9321	Van Truong	DD - ES	1,748.00
60118443	6/1/18	*****8392	Xavier Van Truong	DD - ES	8,140.00
60118444	6/1/18	*****5553	David Tseng	DD - ES	2,422.00
60118446	6/1/18	*****4582	Lidia Valladares	DD - ES	1,062.00
60118447	6/1/18	*****0250	Victor D Valenzuela	DD - ES	1,356.00

60118448	6/1/18	*****5853	Tu Van	DD - ES	1,732.00
60118449	6/1/18	*****3371	Gary D. Vasconcellos	DD - ES	1,032.00
60118450	6/1/18	*****8457	Sareena Lata Velu	DD - ES	1,612.00
60118451	6/1/18	*****9682	Nuno G Vieira	DD - ES	1,942.00
60118452	6/1/18	*****2720	Stephen Cordell Wafer	DD - ES	1,077.00
60118453	6/1/18	*****2768	Huan Rong Wang	DD - ES	1,950.00
60118454	6/1/18	*****6924	Lining Wan	DD - ES	1,780.00
60118455	6/1/18	*****6945	Wei Wang	DD - ES	2,400.00
60118456	6/1/18	*****1634	Yu Ruo Wang	DD - ES	1,878.00
60118457	6/1/18	*****5502	Mildred Lucille Washington	DD - ES	1,996.00
60118459	6/1/18	*****4384	Wenying Chang	DD - ES	1,773.00
60118460	6/1/18	*****0126	Marina West 10 LLC	DD - ES	1,450.00
60118461	6/1/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	3,714.00
60118463	6/1/18	*****2737	Jessica R Wiebe	DD - ES	2,221.00
60118464	6/1/18	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	1,765.00
60118465	6/1/18	*****0846	Glenda J. Wilkes	DD - ES	946.00
60118466	6/1/18	*****5057	Kathleen and John Wilson	DD - ES	1,278.00
60118467	6/1/18	*****8702	Kathy D. Williams	DD - ES	1,953.00
60118468	6/1/18	*****5480	Tasia La Vonda Williams	DD - ES	1,867.00
60118469	6/1/18	*****5026	Windeler Development Group, Inc.	DD - ES	1,322.00
60118470	6/1/18	*****1157	Har Pan Wong	DD - ES	7,512.00
60118471	6/1/18	*****6356	Joanne Wong	DD - ES	1,459.00
60118472	6/1/18	*****1060	Kinney Ming Wong	DD - ES	1,315.00
60118473	6/1/18	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	2,158.00
60118474	6/1/18	*****5565	Yuk Lin Woo	DD - ES	766.00
60118475	6/1/18	*****1853	WR Properties, Inc.	DD - ES	5,578.00
60118476	6/1/18	*****3962	Hong Wu	DD - ES	4,330.00
60118477	6/1/18	*****3698	Zhang Jin Wu	DD - ES	3,066.00
60118478	6/1/18	*****5388	Jian Ai Xuan	DD - ES	1,946.00
60118479	6/1/18	*****3880	Ping Ping Xu Keming Wang	DD - ES	4,213.00
60118480	6/1/18	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	1,056.00
60118481	6/1/18	*****6779	Sally Yip	DD - ES	1,736.00
60118482	6/1/18	*****6210	Yong Qiang Lu	DD - ES	1,817.00
60118483	6/1/18	*****6178	Chris Kui You	DD - ES	2,235.00
60118484	6/1/18	*****7622	Yee Yue Cheung	DD - ES	759.00
60118485	6/1/18	*****8664	Mohammad Zalmayyar	DD - ES	2,664.00
60118486	6/1/18	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	1,704.00

60118487	6/1/18	*****3259	Xirong Zhao	DD - ES	1,607.00
60118488	6/1/18	*****4367	Xiang Yang Zheng	DD - ES	2,154.00
60118489	6/1/18	*****3830	Joy Yi Zhou	DD - ES	2,290.00
60118490	6/1/18	*****7805	Shengguo Zhu	DD - ES	5,167.00
60118491	6/1/18	*****6132	Ying Zhu	DD - ES	4,817.00

Housing Choice Voucher	HAP	1,246,003.00
	UR	7,414.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	735.24
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
All Payments		\$1,254,152.24

Check Summary

June 1, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
147536	6/1/18	*****6041	Anthony L Johnson	29.00
147558	6/1/18	*****7726	Quamie Golliday	23.00
147563	6/1/18	*****2982	Timothy P Harrington	2.00
147565	6/1/18	*****3447	David S Loesch	36.00
147631	6/1/18	*****9810	Housing Authority of the County of Alameda	3,735.60
147633	6/1/18	*****0331	Fairfield Housing Authority	1,165.60
60118010	6/1/18	*****4636	Felipe Amarante	DD - ES 1,441.00
60118020	6/1/18	*****3909	Ken Bartlett	DD - ES 1,075.00
60118024	6/1/18	*****7492	Adrienne Kelly Belton	DD - ES 906.00
60118026	6/1/18	*****2521	Belmont Apartments	DD - ES -1,169.00
60118050	6/1/18	*****8860	Joe Burns	DD - ES 1,200.00
60118051	6/1/18	*****8764	William Joseph Burgoyne	DD - ES 1,324.00
60118054	6/1/18	*****2513	Clara Beatriz Cardenas	DD - ES 1,550.00
60118077	6/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 12,653.20
60118078	6/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 12,184.80
60118079	6/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 11,835.20
60118080	6/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 8,906.62
60118081	6/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 9,575.90
60118082	6/1/18	*****0746	Contra Costa County Housing Authority	DD - ES 12,950.90

60118083	6/1/18	*****0746	Contra Costa County Housing Authority	DD - ES	1,492.58
60118086	6/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	6,851.00
60118087	6/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,768.00
60118088	6/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,350.00
60118089	6/1/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	2,635.00
60118105	6/1/18	*****9507	Olga M. Disney	DD - ES	1,149.00
60118111	6/1/18	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	607.00
60118121	6/1/18	*****8096	Robert Fitzstephens Rob Fitzstephens	DD - ES	1,432.00
60118126	6/1/18	*****4032	Fox Creek Apartments	DD - ES	396.00
60118139	6/1/18	*****5111	Gateway Apartments	DD - ES	3,332.00
60118155	6/1/18	*****5267	Abhilash Gupta	DD - ES	1,730.00
60118164	6/1/18	*****6728	David T. Hennigan	DD - ES	1,603.00
60118259	6/1/18	*****1547	Paul Livson	DD - ES	809.00
60118285	6/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	657.00
60118286	6/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	942.00
60118287	6/1/18	*****3389	Steadfast Marina Heights, L.P.	DD - ES	2,274.00
60118337	6/1/18	*****9886	Northstar Financial Group, LLC	DD - ES	4,692.00
60118367	6/1/18	*****4650	A. Meadows Property Management	DD - ES	445.00
60118380	6/1/18	*****2414	Tanya Nicole Ray	DD - ES	1,868.00
60118382	6/1/18	*****8227	Croskey Real Estate, Inc.	DD - ES	1,789.00
60118383	6/1/18	*****6703	Amerasia Real Estate Fund LLC	DD - ES	4,970.00
60118386	6/1/18	*****2935	RICHMOND HOUSING AUTHORITY	DD - ES	1,672.16
60118402	6/1/18	*****7789	Siena Court Apartments	DD - ES	776.00
60118422	6/1/18	*****0437	Suisun City Housing Authority	DD - ES	778.80
60118445	6/1/18	*****0447	Solano County Housing Authority	DD - ES	2,287.40
60118458	6/1/18	*****4563	Isidoro Weitzman	DD - ES	2,060.00
60118461	6/1/18	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	2,177.00
60118462	6/1/18	*****9380	Tracy J. Whitehead	DD - ES	1,990.00
60118475	6/1/18	*****1853	WR Properties, Inc.	DD - ES	1,693.00

VASH

HAP	138,692.00
UR	295.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	4,663.76
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$143,650.76

Grand Total

HAP	1,384,695.00
UR	7,709.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	5,399.00
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$1,397,803.00

HAP (Regular)
HAP (VASH)
HAP (Port-In)
HAP (Port-Out)
Utility Reimbursement
Admin Fee
Total

\$ 1,146,413.00
138,692.00
89,011.00
10,579.00
7,709.00
5,399.00
\$ 1,397,803.00

99,590

ym 5/29/18

pwo 5/29/18

0.*

1,355,648.28+
42,354.72+
1,397,803.00+

61518006	6/15/18	*****1547	Paul Livson	DD - ES	736.00
61518008	6/15/18	*****6342	James & Diana Gail McDonald c/o Yolanda McDonald	DD - ES	1,200.00
61518009	6/15/18	*****9886	Northstar Financial Group, LLC	DD - ES	1,097.00

VASH	HAP	3,033.00
	UR	215.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$3,248.00

Grand Total

HAP	18,621.22
UR	540.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	0.00
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$19,161.22

HAP (Regular)	\$ 12,426.22
HAP (VASH)	3,033.00
HAP (Port-In)	3,162.00
HAP (Port-Out)	-
Utility Reimbursement	540.00
Admin Fee	-
Total	\$ 19,161.22

U * *

DD 18,621.22 +
/ CKS 540.00 +
19,161.22

(C) 6/13/18
PWO 6/12/18

Check Summary

June 15, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 147644	6/15/18	*****2188	Antoine D Jackson	247.00
147647	6/15/18	*****1955	Marilyn M Walker	33.00
147648	6/15/18	*****8765	Antoinette D Durrett	45.00
* 61518001	6/15/18	*****2142	Huong T. Bui	DD - ES 219.00
61518002	6/15/18	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES 1,114.22
61518003	6/15/18	*****5267	Abhilash Gupta	DD - ES 2,412.00
61518004	6/15/18	*****6228	David L Hart	DD - ES 1,743.00
61518005	6/15/18	*****8871	Jie Li	DD - ES 1,280.00
61518007	6/15/18	*****7174	Samuel McCree	DD - ES 699.00
61518009	6/15/18	*****9886	Northstar Financial Group, LLC	DD - ES 1,025.00
61518010	6/15/18	*****7605	Portofino Apartments	DD - ES 692.00
61518011	6/15/18	*****8055	Property Upsurge, Inc.	DD - ES 204.00
61518012	6/15/18	*****2283	Rohini Ram	DD - ES 1,116.00
61518013	6/15/18	*****9682	Nuno G Vieira	DD - ES 1,984.00
61518014	6/15/18	*****7805	Shengguo Zhu	DD - ES 3,100.00

Housing Choice Voucher		HAP	15,588.22
		UR	325.00
		Damage Claim	0.00
		Vacancy Claim	0.00
		Administrative Fee	0.00
		FSS Escrow Account	0.00
		Shelter Plus Security Deposit	0.00
		Other	0.00
		All Payments	\$15,913.22

Check Summary

June 15, 2018

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
147645	6/15/18	*****0297	Kelly Barr	97.00
147646	6/15/18	*****5735	Michael Wimmer	118.00



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

DATE: 6/29/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-01, Citywide (Fiscal Year 2018-2019)

MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

Landscaping and Lighting Assessment District 1988-01 ("88-01 District"), has been in existence since 1988 and the funds collected are necessary for the City to maintain the public desired level of lighting and landscaping throughout the City. Each year, prior to ordering the improvements and levying the assessments, the City Council holds a public hearing.

FISCAL IMPACT

The District will collect \$3,031,147.18 in assessments, \$105,000 in Measure J contributions, and \$756,469.82 in General Fund contributions (\$32,972.82 in general benefit cost plus \$723,497 gap funding), \$86,411 fund balance carryover, \$15,200 other reimbursements for a total of \$3,994,228 in FY 18-19. This includes school district subsidies of \$59,842.98, City assessments of \$64,406.92, Housing Authority assessments of \$3,841.64, and unpaid assessments of \$5,146 for properties identified by the State Board of Equalization. The Public Works Department estimates that the City will expend \$3,994,228 during FY 18-19 to manage the District. Without the District, the General Fund would be responsible for the entire amount.

RECOMMENDATION

City Council adopt a resolution confirming the diagram and assessments and levying the annual assessment for the 88-01 District, for FY 2018-19.

BACKGROUND

On May 7, 2018, the City Council adopted Resolution 18-13470, directing the Engineer of Work, Francis P. McKinley, to file an annual report for Fiscal Year 2018-19 in accordance with the Landscaping and Lighting Act of 1972.

On June 1, 2018, the Engineer of Work filed the annual report with the City Clerk. All interested persons were 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.

On June 4, 2018, the City Council adopted Resolution 18-13487 approving the Engineer's Report and declared its intent to order improvements in the 88-01 District, for FY 2018-19. That resolution also set this evening's meeting as the public hearing on this matter.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

FY 2018-2019 is the thirty first fiscal year of the District's operation. For each parcel of land in the 88-01 District, the report recommends assessments, which, when combined with a contribution from the General Fund, are sufficient to fund the projected FY 2018-19 costs for operation, maintenance, servicing, replacement and installation of District improvements. The recommended assessments are proportional to the Engineer's estimates of relative benefits received by each parcel from the 1988-01 District improvements.

The Public Works Department has implemented maintenance level reductions in the past by eliminating feature planting bed areas, reducing water usage by using recycled water and implementing a Central Irrigation Control System. The Public Works Department has also reduced maintenance costs by reducing part-time labor and using additional custody alternative and community services workers, installing/upgrading LED illuminated street name signs at major intersections and using LED's for City street lights to reduce PG & E costs. These strategies have been effective at cutting maintenance costs and preventing a large increase in the General Fund subsidy even with the additional responsibilities of additional median landscaping and the new Ray Giacomelli Community Park. Without the 88-01 District, the General Fund would be responsible for the entire amount.

ATTACHMENTS: Resolution
Engineer's Report

Report Prepared By: SM Saklaen, Civil Engineer I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In The Matter Of:

Confirming the Engineer's Report, Diagram and) RESOLUTION NO 18-
Assessments and Levying the Annual Assessments)
for Landscaping and Lighting Assessment District)
1988-01, Citywide for Fiscal Year 2018-19)

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, California Streets and Highways Code § 22500 et seq., also known as the Landscaping and Lighting Act of 1972 ("1972 Act"), authorizes the creation of assessment districts to perform certain functions, including the installation, construction, and maintenance of landscaping, lighting, and park and recreational facilities; and

WHEREAS, in accordance with the 1972 Act, the City of Pittsburgh created the Citywide Landscaping and Lighting District 1988-01 ("88-01 District") for the purpose of performing certain functions, including the improvement and maintenance of the landscaping and lighting of City parks and facilities, medians, rights of way and streets; and

WHEREAS, Pursuant to Chapter 3 of the 1972 Act, the City Council directed the Engineer of Work for the 88-01 District to prepare and file an annual report for FY 2018-19; and

WHEREAS, the Engineer of Work filed his annual report on June 1, 2018, and the City Council adopted Resolution 18-13487 approving the Engineer's Report and declaring its intent to levy and collect assessments 88-01 District for FY 2018-19. The City Council also set a public hearing to be held on July 16, 2018, in the meeting place of the City Council, City Hall, 65 Civic Avenue, Pittsburgh. A notice of the hearing was given in the time and manner required by law; and

WHEREAS, at the public hearing, the City Council afforded to every interested person an opportunity to protest the annual report either in writing or orally.

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

Section 1. The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City set forth below.

Section 2. The Council orders the improvements, generally described as landscaping and lighting installation, maintenance and repair, described in detail in the Report, and orders the levy and collection of the assessment for the FY 2018-19.

Section 3. The Council hereby confirms the diagram and increased Assessment for the 88-01 District on file with the City Clerk.

Section 4. City Staff is hereby directed to collect the Assessment described in the Report for FY 2018-2019 from each record owner of a parcel within the 88-01 District.

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

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

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

AYES:

NOES:

ABSENT:

ABSTAINED:

Dwaine "Pete" Longmire, Mayor

ATTEST:

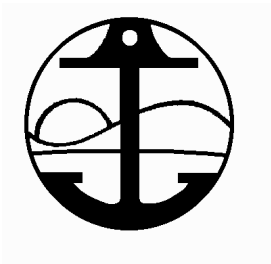
Alice E. Evenson, City Clerk

**City of Pittsburg
Contra Costa County, California**

ENGINEER'S REPORT

***CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-01***

***FISCAL YEAR 2018-19
June 1, 2018***



Prepared By:

**Francis P. McKinley
City Engineer
City of Pittsburg, California**

EXHIBIT "A"

Landscaping & Lighting Assessment District 1988-01

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CITY OF PITTSBURG
CITYWIDE LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT 1988-01

FISCAL YEAR 2018-19

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

Dated: _____

By _____

Francis P. McKinley, PE
RCE No. C59574

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 _____,

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

By _____

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 _____ 2018.

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

By _____

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 _____ 2018.

By _____

Francis P. McKinley, Community Development
Director/City Engineer

SECTION I: INTRODUCTION

In June 1988, the City Council confirmed the Engineer's Report, ordered improvements and levying 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 FY 1990-01, and was affirmed by voters in the 1996 General Election.

This report is for Fiscal Year 2018-19, the thirty-first 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 2018-19 budget for operation, maintenance, servicing, replacement and installation of District improvements.

The Citywide Landscaping and Lighting Assessment District 1988-01 includes all of 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 a 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.

SECTION II: ENGINEER'S REPORT

PREPARED PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

LANDSCAPING AND LIGHTING DISTRICT 1988-01
FY 2018-19

This Preliminary Engineer's Report for the Pittsburg Landscaping and Lighting Assessment District 1988-01 is submitted, pursuant to Resolution 16-13181 of the Pittsburg City Council and under the provisions of the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500). I, Francis P. McKinley, the duly appointed Engineer of Work, Assessment Engineer for the Citywide Landscaping and Lighting District 1988-01, submit the following Report consisting of Section I and Section II consisting of the following five (5) parts:

PART A: DESCRIPTION OF IMPROVEMENTS

This part describes the improvements in the District. For a more detailed description of the improvements, refer to the listing of improvements incorporated within this report.

PART B: ESTIMATE OF COST AND REVENUE

This part contains an estimate of the costs to maintain the assets of the District that are supported by the assessment revenues proposed for FY 2018-19. The estimate of cost and revenue are on file in the Office of the City Clerk of the City of Pittsburg and are incorporated herein.

PART C: METHOD OF APPORTIONMENT OF ASSESSMENT

This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefit to be received.

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 & 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 2018-19. 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.

PART 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.

Street Lights

The street lighting system includes all street lights within the public right-of-way, easement, and public parks. There are a total of 4,283 street lights of which 1973 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 right-of-way or a street tree maintenance easement.

Concrete

Replacement of sidewalks damaged by street trees and/or sidewalks adjacent to city owned property.

Landscaping

Maintenance and servicing of public parks and facilities, medians, right-of-ways and feature planning areas which are 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

Marina Center ; 340 Marina Blvd	Riverview Park ; 2 River Park Drive
City Hall ; 65 Civic Avenue	Marina Walk Park ; 200 West 7 th St
Santa Fe Linear Park ; Columbia to Harbor Street	Riverview Park 4 River Park Drive
Central Harbor ; Pittsburg Marina	Community Youth Center ; 60 Civic Ave
Mariner Walk Park -Herb White Way	De Anza Park ; Trident Drive
City Park ; Civic and Railroad Avenues	Environmental Center ; 2581 Harbor Street
Small World Park ; 2581 Harbor Street	California Seasons Park ; 1951 Seasons Way
Highlands Ranch Park ; Rangewood Drive	Stoneman Park North ; 790 West Leland Road
Sr. Citizens' Center ; 300 Presidio Ln	Americana Park ; 110 Salinas Ct
Stoneman Park South (undeveloped); 2255 John Henry Johnson Parkway	Hillsdale Park ; 2240 Daffodil Drive
Woodland Hills Park ; 315 Alta Vista	Buchanan Park ; 4150 Harbor Street
Highlands Park ; 4215 St. Paul Circle	Central Park/POSCO ; East of Columbia Street @ Central Avenue
East Bay M.U.D. Trail ; EBMUD R/W Railroad Ave to East City Limits	Village At New York Landing ; 240 Pebble Beach Loop
Stoneman Trailhead ; John Henry Johnson Parkway	Harbor Street Trailhead ; Harbor Street @ EBMUD Right-of-Way
Oakhills Park ; Southwood and Woodhill Drives	Heritage Plaza ; 120 East 4 th Street
City Hall (North) ; 65 Civic Avenue	John Buckley Square ; Railroad Ave/5 th Street/6 th Street & Black Diamond St.
8th Street Linear Park ; Harbor to Herb White Way	San Marco Park ; West Leland Road
Columbia Street Linear Park ; Pittsburg/ Antioch Highway to Central Ave	

Table 2 Medians

East Third Street; Marina Boulevard to East Street	Marina Boulevard; Bayside Drive to East Third Street
Harbor Street; East Third Street To Stoneman Avenue	Power Avenue; Andrew Avenue to West Catamaran Circle
Civic Avenue; Davi Street to Railroad Avenue	Railroad Avenue; East Fifth Street to South City Limits
Range Road; Willow Pass Road to Southerly Terminus	East Leland Road; Railroad Avenue to Century Boulevard
Century Boulevard; East Leland Road to Somersville Road	Loveridge Road; Buchanan Road to State Route 4
Gladstone Drive; Loveridge Road To Arlington Circle	Meadowbrook Avenue; Stoneman Avenue to Fallenleaf Way
Ventura Drive; At Buchanan Road	McFaul Drive; At Buchanan Road
McDermott Avenue; At Buchanan Road	Suzanne Drive; At Buchanan Road
Santa Anna Drive; At Buchanan Road	Inverness Drive; At Buchanan Road
Campbell Drive; At Buchanan Road	Railroad Avenue; At Buchanan Road
West Buchanan Road; Railroad Avenue to Crestview Drive	Bailey Road; West Leland Road to State Route 4
Capitola Place; Capitola Drive to Cumberland Street	Loveridge Road; North of Hwy 4
Ventura Drive; S/O Buchanan Rd	San Marco Blvd; Highway 4 to South Terminus
Meadows Avenue; S/O Buchanan Rd	West Leland Road Extension- Southwood Drive to San Marco Blvd.
West Tenth Street: Railroad Avenue to Beacon Street	

Table 3 Rights-of-Way

George Lowy Marina	Central Waterfront Basin III
East Third Street ; Marina Boulevard To East Street Tree Wells	Historical District (Railroad Ave); East Eighth to East Third Streets
Marina Boulevard (South Side); Bayside Drive to West Street	Marina Boulevard ; At East Fifth Street (Lapori Building Parking Lot)
PG&E Berm (West Side); Perimeter of Bayside Knolls	Bayside Drive (West Side); Marina Boulevard to River Park Drive
East Sixth Street ; At Railroad Avenue Parking Lot	East Third Street ; @ Marina Boulevard Parking Lot
Harbor Street ; East Side Between School Street and Army Street	Harbor Street ; East Santa Fe Avenue to East Third Street
Central Harbor Parkway ; Launch Ramp and Parking Lot	Willow Pass Road ; Dory Road to West City Limits
Railroad Avenue ; California Avenue to East Tenth Street	Polaris Drive ; East Catamaran Circle to Trident Drive
Power Avenue (North Side); At River Run Subdivision	Range Road ; Willow Pass Road to Southerly Terminus
East Catamaran Circle (East Side)	Frontage Road ; Burton Avenue to Dover Way
Range Road ; Northerly Terminus to West Leland Road	Railroad Avenue (West Side); Frontage Road to Alvarado Avenue
West Leland Road ; Burton Avenue to San Marco Blvd.	East Leland Road ; (South Side) At Leland Court and At Stoneridge Drive
East Leland Road ; (North Side) At Freed Circle	Buchanan Road (North Side); Harbor Street to Ventura Drive
Loveridge Road ; Stoneman Avenue to Ventura Drive	Buchanan Road (South Side); Quercas Lane to East City Limits
Stoneman Avenue ; At Harbor Street	Cumberland Street ; E 3 rd to E 8 th St
E. Eighth St ; Harbor to Cumberland Sts	Railroad Ave ; N/E Corner of E 17 th St
Capitola Pl ; Capitola Dr to Cumberland	Willow Avenue @ Bailey Road
California Ave ; East of Loveridge Road	Ventura Drive ; @ Buchanan Road
Railroad Ave & Buchanan Rd ; N/W Corner	West 8th St ; Mitigation Project @ Herb White Way
Pittsburg-Antioch Hwy ; Mitigation Project @ Kirker Creek	California Ave ; East of Loveridge Road
North Parkside Drive ; @ Cannery Ave	San Marco Blvd ; S/O Highway 4
Railroad Avenue (East Side) California Avenue to Victory Avenue	Alves Ranch Road ; south of West Leland Road

Table 4 Feature Planting Bed Areas

Fisherman Monument; East Third Street At Railroad Avenue	Raised Planter Beds; Railroad Avenue at East Third Street
City Hall Planter Beds; 65 Civic Avenue	Fishing Boat Monument; Marina Boulevard at East Third Street
Small World Park Entry Sign; Harbor Street	Leland Road and Railroad Avenue; All Corners
Buchanan Park Entrance; Harbor Street	Buchanan Park Sign and Planter; Harbor Street
East Leland Road; Easterly City Limits	Veterans & Stoneman Memorial; Small World Park (Harbor Street)
City Park Entrance Sign; Railroad Ave	City Park Memorial; Railroad Avenue
Small World Park Feature Areas; Pond, Railroad Track & Circular Beds	Marina District Sign; East Eighth Street and Railroad Avenue
Plaza Fountain; East Fifth Street @ Black Diamond Street	Muniz Plaza; West Side Railroad Ave Between E. Third & E. Fourth Streets
Marina Boulevard; At E. Fourth Street	Marina Center; 340 Marina Boulevard
Harbor Street; At Presidio Lane	Pelican Loop Entry; @ Marina Blvd
Harbor Street Trailhead;	Railroad Avenue; at Seventeenth Street
East Leland Road; @ Easterly City Limit	Railroad Ave @ East Fifth St; Steel Worker Statue
Meadows Avenue; S/O Buchanan Rd	Oakhills South Entry Monument; Woodhill Drive
San Marco Blvd; S/O Highway 4	Oakhills Unit 5; Oakpoint Drive
Railroad Avenue; At Alvarado Avenue	

PART B ESTIMATE OF COST

A. Projected Revenue and Expense FY 2017-18

Fund Balance, July 1, 2017		\$53,488
Assessment Posted to Roll	\$2,891,696	
Less Refunds	0	
Other Revenue	\$19,531	
Projected General Fund Contribution	\$1,097,616	
Projected Measure C	\$105,000	
Projected Expense July 2017-June 2018	less (\$4,065,220)	
Collection Cost July 2017-June 2018	<u>less (\$15,700)</u>	
Projected Fund Balance, June 30, 2018		\$86,411
Less Set Aside Reserves of		

B. Estimate of Cost FY 2018-19

Street Light Operation & Maintenance

Energy	\$ 366,000.00	
Reserve for New Lights	-0-	
Rate Increases	-0-	
Repair & Equipment Maintenance	\$ 445,017.00	
Total Street Light O & M		\$ 811,017.00

Landscaping Operation & Maintenance

Maintenance, Repair, Materials, Supplies, Water Contracts, Etc. for Parks and Facilities	\$ 1,749,859	
Maintenance, Repair, Materials, Supplies, Water Contracts, Etc. for Medians & Rights-of-Way	\$ 583,286	
Contingency for Maintenance, Repair & Replacement of Vehicles and Equipment	\$ 215,697	
Total Landscaping O & M		\$ 2,548,842

Street Trees & Concrete Repair

Maintenance & Replacement of Trees & Equipment	\$ 496,977	
Concrete Repair	\$ 60,359	
Total Repair & Replacement		\$ 557,336

Administration \$ 77,033

TOTAL COSTS	\$ 3,994,228
LESS OTHER REIMBURSEMENTS	(\$15,200)
LESS FUND BALANCE (as of June 30, 2018)	(\$86,411)
LESS ESTIMATED GENERAL FUND CONTRIBUTIONS	(\$723,497)
LESS MEASURE C FUNDS	(\$105,000)
LESS GENERAL BENEFIT	<u>(\$32,972.82)</u>
NET COST AND TOTAL AMOUNT TO BE ASSESSED (1)	\$3,031,147.18

(1) This amount includes the General Fund subsidy for Public School Parcels (\$59,842.98), General Fund contributions for City assessments (\$64,406.92), General Fund subsidy and General Fund contributions for the Housing Authority assessments (\$3,841.64) State Board of Equalization/Post Office Properties \$5,146).

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	16,369	16,369.00	\$1,672,584.42
21	2 Units, Residential	284	422.59	\$43,179.36
22	3 Units, Residential	17	37.06	\$3,786.60
23	4 Units, Residential	68	199.27	\$20,361.92
24	Combo With More Than 1 Residence	17	39.95	\$4,082.00
25	Multi-Family, 5 or More Residences	50	2,691.23	\$274,989.72
29	Condos, Co-ops, Clusters	397	297.75	\$30,426.08
	Total Residential	17,202	20,056.84	\$2,049,410.10
25/60	Multi-Family/Commercial	2	126.15	\$12,890.02
	Total Mixed Use	2	126.15	\$12,890.02
39	Vacant Commercial & Institutional	76	799.98	\$61,743.18
50	Developed Industrial	158	4,170.99	\$321,917.98
59	Vacant Industrial	63	955.50	\$73,746.06
60	Developed Commercial & Institutional	378	6,034.58	\$465,750.92
71	Churches	54	216.00	\$16,670.90
85	Parking Lots	48	339.98	\$26,239.54
90	Non-Profit Organizations	9	36.00	\$2,778.48
	Total Commercial, Institutional, Industrial, Churches, Parking Lots and Non-Profit	786	12,553.04	\$968,847.06
	Totals	17,990	32,736.03	\$3,031,147.18

PART C-METHOD OF APPORTIONMENT OF ASSESSMENT

1. CALCULATION OF ASSESSMENT AND ASSESSMENT OF NEW PARCELS

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

1. Determines the relative benefit received by each parcel based on type and intensity of land use;
2. Derives a numerical expression to determine the special benefit (benefit factor);
3. Determines the costs for maintenance of the District improvements;
4. 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
5. 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.
6. 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, as a result, the following changes are proposed to make the assessments consistent, current and in conformance with state law.

1. Assessment of Public Parcels

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 \$59,842.98. In addition, the General Fund will also pay the City assessments, which totals \$64,406.92, Housing Authority assessments totaling \$3,841.64. This 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.

2. GENERAL BENEFIT STREET LIGHTING AND PARK MAINTENANCE AND OPERATIONS

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 street lights 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 \$24,337.86 for this FY 2018-19

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%. This amount totals \$8634.95 for FY 2018-19. For FY 18-19 the general benefit is less than 1% of the total cost to maintain the District. This amount totals \$32,972.82 and 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.

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.

<u>Use Code</u>	<u>Description</u>
1	Residential
10	Vacant, unbuildable
11	Single family, 1 residential on 1 Site and Duets w/o minor common areas
12	Single family, 1 residential on 2 or more sites
13	Single family, 2 or more residential on 1 or more sites
14	Single family on other than single family land
15	Miscellaneous improvements, 1 or more site, incl. trees and vines
16	Single family attached residence, townhouses, duets
17	Vacant, 1 site (includes PUD sites)
18	Vacant, 2 or more sites
19	Single family detached res. with major common area (pool, tennis, clubhouse, or other amenities), Cluster Homes
2	Multiple
20	Vacant
21	Duplex
22	Triplex
23	Fourplex
24	Combinations; e.g., single and a double
25	Apartments, 5-12 units, inclusive
26	Apartments, 13-24 units, inclusive
27	Apartments, 25-50 units, inclusive
28	Apartments, 60 units or more
29	Condos, cooperatives (-1 Single Family) (-2 Rossmoor)
3	Commercial
30	Vacant
31	Commercial stores (not supermarkets)
32	Small grocery stores (7-11, mom and pop, quick-stop)
33	Office buildings
34	Medical; dental
35	Service stations; car washes; bulk plants; mini lube
36	Auto repair
37	Community facilities; recreational; swim pool association
38	Golf courses
39	Bowling alleys
4	Commercial
40	Boat Harbors
41	Supermarkets (not in shopping centers)
42	Shopping centers (all parcels include vacant for future shopping Center)
43	Financial buildings (insurance and title companies, banks, savings And loans)
44	Motels, hotels, and mobile home parks
45	Theaters
46	Drive-in restaurants (hamburger, taco, etc.)
47	Restaurants (not drive-in; inside service only)
48	Multiple and commercial; miscellaneous improved
49	New car auto agencies

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

5. 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 increases. 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.

6. 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.

7. 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 17 through 28 of this document.

8. 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 \$102.17 for residential uses and \$77.18 for all others.

Cost estimates for FY 2018-19 operation, maintenance, and administration of the District are listed in Section II Part B, above. The assessment amount for each benefit factor for residential and other is determined as follows:

A. ACTUAL ASSESSMENT PER BENEFIT FACTOR:

ALL USES

Total Cost to Maintain the District	\$ 3,996,375
Divided By	
Total Benefit Factors	32,736.03
Equals	
Actual Assessment Per Benefit Factor	\$122.08
To Cover All District Cost Based on Current Maintenance Cost	

B. APPLIED ASSESSMENT PER BENEFIT FACTOR:

RESIDENTIAL:

Total Amount to Be Assessed	\$2,062,300.12
Divided By	
Total Benefit Factors	20,182.99
Equals-Assessment Per Benefit Factor Residential	\$102.18
(Shortfall from Actual Cost \$25.44 per benefit factor)	

COMMERCIAL, INSTITUTIONAL, INDUSTRIAL, CHURCHES AND NON-PROFIT ("OTHER")

Total Amount to Be Assessed:	\$968,847.06
Divided By	
Total Benefit Factors	12,553.04
Equals	
Assessment Per Benefit Factors (Other)	\$77.18
(Shortfall from Actual Cost \$50.44 per benefit factor)	

C. CITY SUBSIDY PER BENEFIT FACTOR

RESIDENTIAL

(\$122.08 minus \$102.18)	\$19.90 per benefit factor
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COMMERCIAL, INSTITUTIONAL, INDUSTRIAL, CHURCHES AND NON-PROFIT ("OTHER")

(\$122.08 minus \$77.18)	\$44.90 per benefit factor
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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 and 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 equals \$122.08). Therefore, the City will continue to subsidize residential uses by \$19.90 per benefit factor and non-residential by \$44.90 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 Pittsburgh.

The resulting assessments for each parcel are listed on the assessment roll, on file in the Office of the City Clerk of the City of Pittsburgh. This list is available for review.

A: CALCULATION OF MULTI-FAMILY RESIDENTIAL ASSESSMENT

The assessment for each parcel with a multi-family residential building is determined by multiplying the 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, tables showing the number of residential units and the corresponding Benefit Factors have been constructed (see Appendix "A".)

Residential Benefit Factor calculation uses either:

$$\text{Formula } B_1 = RO \times M + (S_1 \div 2) \times M^2 \quad \text{or}$$

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

where

$$\begin{aligned} M &= \text{Number of Dwelling Units} \\ MB &= 25 \\ RO &= 0.75 \\ RB &= 0.60 \\ S_1 &= -0.006 \\ S_2 &= -0.00038 \end{aligned}$$

where,

$$\begin{aligned} B_1 &= \text{benefit for a parcel with benefit measure falling within the first line segment of incremental benefit curve} \\ B_2 &= \text{benefit for a parcel with benefit measure falling within the second line segment of incremental benefit curve} \\ M &= \text{benefit measure (eg, number of dwelling units on a parcel)} \end{aligned}$$

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

RO = incremental benefit at benefit measure of 0 (ie, the y-intercept for incremental benefit curve) (eg, SFR/dwelling unit)

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

S₁ = slope of first line segment of incremental benefit curve (eg, dwelling unit number or parcel area or parcel frontage)

S₂ = slope of second line segment of incremental benefit curve (eg, dwelling unit number or parcel area or parcel frontage)

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

$$\begin{aligned} B_1 &= RO \times M + (S_1 \div 2) \times M^2 \\ B_1 &= 0.75M - (0.006 \div 2) \times M^2 \\ B_1 &= 0.75M - 0.003 \times M^2 \end{aligned}$$

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

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 B₁ "RO x M + (S₁ ÷ 2) x M²" is used. That formula has been simplified for this example.

$$\begin{aligned} B_1 &= 0.75M - 0.003 \times M^2 \\ M &= 16 \\ B_1 &= (0.75)(16) - (0.003)(16^2) \\ B_1 &= 12 - 0.768 \\ B_1 &= 11.232 \text{ Benefit Factors} \end{aligned}$$

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 B₂ ($RO \times MB + (S_1 \div 2) \times MB^2 + RB \times (M-MB) + (S_2 \div 2) \times (M-MB)^2$) is used. That formula has been simplified for this example.

$$\begin{aligned} B_2 &= 1.875 + 0.60M - 0.00019 \times (M-25)^2 \\ M &= 120 \\ B_2 &= 1.875 + 0.60 \times 120 - 0.00019 \times (120-25)^2 \\ B_2 &= 1.875 + 72 - 0.00019 \times 9025 \\ B_2 &= 73.875 - 1.71475 \\ B_2 &= 72.160 \text{ Benefit Factors} \end{aligned}$$

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

**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	140.195	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	212.340	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	244.956
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				

B: 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

FB₁ Frontage Benefit Formula 1 (when frontage is ≤ 230')

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

FB₂ Frontage Benefit Formula 2 (when frontage is > 230')

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

AB₁ Area Benefit Formula 1 (when parcel area is ≤ 1.25 acres)

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

AB₂ 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 FB₁: (frontage is < 230')

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

$$\begin{aligned}
F &= 56.25' \\
FB_1 &= 0.062 \times 56.25 - 0.0001195652 \times 56.25^2 \\
FB_1 &= 3.49 - 0.0001195652 \times 3164 \\
FB_1 &= 3.49 - 0.369 \\
FB_1 &= 3.121 \text{ Benefit Factors}
\end{aligned}$$

Step 3. Calculate area benefit factors using Formula AB₁ (area is < 1.25 acres)

$$\begin{aligned}
AB_1 &= 28.0 \times A - (21.6 \div 2) \times A^2 \\
A &= 0.172 \text{ acre} \\
AB_1 &= 28.0 \times 0.172 - 10.8 \times 0.172^2 \\
AB_1 &= 4.816 - 10.8 \times 0.030 \\
AB_1 &= 4.816 - 0.324 \\
AB_1 &= 4.492 \text{ Benefit Factors}
\end{aligned}$$

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

$$\begin{aligned}
\text{Benefit Factors} &= FB_1 + AB_1 \\
\text{Benefit Factors} &= 3.121 + 4.492 = 7.613 \text{ Benefit Factors}
\end{aligned}$$

Step 5. Determine the Landscaping and Lighting Assessment.

$$\begin{aligned}
\text{Assessment} &= \text{Unit Assessment Times Benefit Factors} \\
\text{Assessment} &= \$77.18 \times 7.613 = \$587.58
\end{aligned}$$

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.

C. CALCULATION OF INDUSTRIAL ASSESSMENTS

The assessment for each parcel with an industrial 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 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

FB₁ Frontage Benefit Formula 1 (when frontage is ≤ 1,000')

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

FB₂ Frontage Benefit Formula 2 (when frontage is > 1,000')

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

AB₁ Area Benefit Formula 1 (when parcel area is ≤ 5.32 acres)

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

AB₂ 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 FB₁: (frontage is < 1,000')

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

$$F = 187.5'$$

$$FB_1 = 0.026 \times 187.5 - 0.0000085 \times 187.5^2$$

$$FB_1 = 0.026 \times 187.5 - 0.0000085 \times 35,156$$

$$FB_1 = 4.875 - 0.299$$

$$FB_1 = 4.576 \text{ Benefit Factors}$$

Step 3. Calculate area benefit factors using Formula AB₁ (area is < 5.32 acres)

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

$$A = 2.30 \text{ acres}$$

$$AB_1 = 14.75 \times 2.30 - 1.339286 \times 2.30^2$$

$$AB_1 = 14.75 \times 2.30 - 1.339286 \times 5.29$$

$$AB_1 = 33.925 - 7.085$$

$$AB_1 = 26.8402 \text{ Benefit Factors}$$

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

$$\text{Benefit Factors} = FB_1 + AB_1$$

$$\text{Benefit Factors} = 4.576 + 26.8402 = 31.4162 \text{ Benefit Factors}$$

Step 5. Determine the Landscaping and Lighting Assessment.

$$\text{Assessment} = \text{Unit Assessment Time Benefit Factors}$$

$$\text{Assessment} = \$77.18 \times 31.4162 = \$2,424.70$$

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.

PART D: ASSESSMENT DIAGRAM DESCRIPTION

The boundary of District 1988-01 coincides with the City of Pittsburg boundary, except that the Oakhills 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.

PART 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 FOR THE
CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-01

IS ON FILE IN THE
OFFICE OF THE CITY CLERK***



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

DATE: 6/28/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-02, Oak Hills (Fiscal Year 2018-2019)

MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

Landscaping and Lighting Assessment District 1988-02, Oak Hills ("1988-02 District") has been in existence since 1988 and the funds collected are necessary for the City to maintain the public's desired level of lighting and landscaping in the Oak Hills area. Each year, prior to ordering the improvements and levying the assessments, the City Council holds a public hearing.

FISCAL IMPACT

Landscaping and Lighting District 88-02 collects \$33,960 annually in revenue for the Oak Hills area. The Public Works Department estimates that it will expend \$35,175 during Fiscal Year 2018-19 in managing the district. The City contribution to the District for general benefits incurred by the operation of higher wattage street lighting on the arterial roadway is estimated to be \$663 or 10% of the electrical cost for FY 2018/19.

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 confirming the diagram and assessments and levy the annual assessment for the 88-02 District for FY 2018-19.

BACKGROUND

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

On May 7, 2018, the City Council adopted Resolution 18-13470, directing the Engineer of Work, Francis P. McKinley, to file an annual report for Fiscal Year 2018-19 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.

On June 4, 2018, by adoption of Resolution 18-13488 the City Council approved the Engineer's Report and declared its intent to order improvements in Landscaping and the 1988-02 District for FY 2018-19. That resolution also set this evening's meeting as the public hearing on this matter.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

FY 2018-19 is the thirty first year of the District's operations. The funds collected are necessary for the City to maintain its current level of lighting and landscaping in the Oak Hills area.

There have been no changes made in either the formula or benefit factor value as approved last year.

ATTACHMENTS: Resolution
Engineer's Report

Report Prepared By: SM Saklaen, Civil Engineer I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In The Matter Of:

Confirm the Engineer's Report, Diagram and) Resolution 18-
Assessments and Levy the Annual Assessments)
for Landscaping and Lighting Assessment District)
1988-02, Oak Hills for Fiscal Year 2018-19)

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, California Streets and Highways Code § 22500 et seq., also known as the Landscaping and Lighting Act of 1972 ("1972 Act"), authorizes the creation of assessment districts to perform certain functions, including the installation, construction, and maintenance of landscaping, lighting, and park and recreational facilities; and

WHEREAS, in accordance with the 1972 Act, the City of Pittsburg created the Oak Hills Landscaping and Lighting District 1988-02 ("1988-02 District") for the purpose of performing certain functions, including the improvement and maintenance of the landscaping and lighting of facilities, medians, rights of way and streets; and

WHEREAS, Pursuant to Chapter 3 of the 1972 Act, the City Council directed the Engineer of Work for the 1988-02 District to prepare and file an annual report for Fiscal Year 2018-19; and

WHEREAS, the Engineer of Work filed his annual report on June 1, 2017, and the City Council adopted Resolution 18-113488 approving the Engineer's Report and declaring its intent to levy and collect assessments 1988-02 District for FY 2018-19. The City Council also set a public hearing to be held on July 16, 2018, in the meeting place of the City Council, City Hall, 65 Civic Avenue, Pittsburg. A notice of the hearing was given in the time and manner required by law; and

WHEREAS, at the public hearing, the City Council afforded to every interested person an opportunity to protest the annual report either in writing or orally.

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

Section 1. The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City set forth below.

Section 2. The Council orders the improvements, generally described as landscaping and lighting installation, maintenance and repair, in detail in the Engineer's Report, and orders the levy and collection of the assessment for the FY 2018-19.

Section 3. The Council hereby confirms the diagram and Assessment for the 88-02 District on file with the City Clerk.

Section 4. City Staff is hereby directed to collect the assessment described in the Report for fiscal year 2018-19 from each record owner of a parcel of property within the 88-02 District.

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

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

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

AYES:

NOES:

ABSENT:

ABSTAINED:

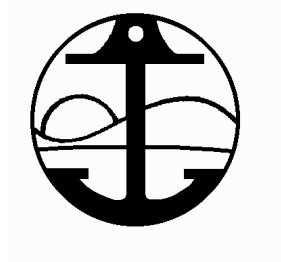
Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**City of Pittsburg
Contra Costa County, California**

***ENGINEER'S REPORT FOR THE
CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-02
AND THE
LEVY OF THE ANNUAL ASSESSMENT
FOR THE 2018-19 FISCAL YEAR***



Prepared By:

**Francis P. McKinley
City Engineer
City of Pittsburg**

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CITY OF PITTSBURG
OAKHILLS LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2018-19

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

Dated: _____

By _____
Francis P. McKinley, PE
RCE No. C59574

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 _____,

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

By _____

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 _____ 2018.

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

By _____

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 _____ 2018.

By _____

Francis P. McKinley, City Engineer

INTRODUCTION

This Engineer's Report for the Pittsburg Landscaping and Lighting Assessment District 1988-02 is being submitted pursuant to Resolution 18-13470 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 2018-19, the thirty-first fiscal year of the District's operation. For each parcel of land in the District, this report recommends assessments sufficient to fund the projected Fiscal Year 2018-19 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 2018-19 inclusive. The method of assessment and diagram (incorporated herein by this reference) are based upon the 2018-19 Engineer's Report for Landscaping and Lighting District 1988-02 and the 2018-19 FY projected budget.

II. DESCRIPTION OF IMPROVEMENTS

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

1. Street Lights

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

2. Street Trees

Maintenance all street trees within the District.

3. Concrete

Replacement of sidewalks damaged by street trees.

4. Landscaping

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

5. Future Capital Improvements

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

Landscape Improvement Locations

Oakhills Drive Right-of-Way
West Leland Road to Southwood Drive

West Leland Road Right-of-Way
Oakhills Drive to Westerly Terminus

Oakhills Pump Station
1703 Bridgeview Street (Corner of Southwood Drive)

III. ESTIMATE OF COST

A. PROJECTED REVENUE & EXPENSE, FY 2017-18

Fund Balance, June 30, 2017		\$16,032
Projected Revenue, 2017-18		
Assessments Posted to Roll	\$ 33,959	
Interest Income	\$ 38	
Other	\$ 23	
Subtotal Projected Revenue, 2017-18		<u>\$ 34,020</u>
Less Projected Expense, 2017-18		\$(32,130)
Projected Balance, June 30, 2018		\$ 17,922

B. ESTIMATE OF COST, 2018-19 FY

The following cost estimates for operation, maintenance and administration of the District for FY 2018-19 are provided by the City of Pittsburgh:

STREET LIGHT

Operation and Maintenance	\$	15,000
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LANDSCAPING

Maintenance and Repair	\$	16,633
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ADMINISTRATION

\$.....

Collection Costs	\$	3,542
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TOTAL COST	\$	35,175
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LESS CONTRIBUTION FROM RESERVE FUND	\$	(553)
-------------------------------------	----	-------

LESS GENERAL BENEFIT	\$	(663)
----------------------	----	-------

LESS INTEREST INCOME FY 2018-19	\$	(0)
---------------------------------	----	-----

NET COST AND TOTAL AMOUNT TO BE ASSESSED	\$	33,959
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IV. ASSESSMENT METHOD

Estimated costs and expenses for FY 2018-19 are apportioned to each parcel on the basis of 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.

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 \$663 or 4.4% of the electrical cost for FY 2018/19. 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 (441).

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

Net Amount to Be Assessed	\$ 33,959
Assessment Per Parcel (\$33,959.00/441)	\$ 77.18

V. 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.

VI. 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

CITY OF PITTSBURG

LANDSCAPING & LIGHTING

ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2018-19

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 2018-19

***IS ON FILE IN THE
OFFICE OF THE CITY ENGINEER***



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

DATE: 7/5/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Canyon Laboratories, AP-18-1346

MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

This is a public hearing on a request by Canyon Laboratories, Inc., for City Council approval of: 1) commercial cannabis permits to allow for advanced manufacturing and distribution of medical and nonmedical cannabis products at 780 Clark Avenue (Assessor's Parcel No.: 088-250-050); and 2) an operating agreement between the City and the applicant.

FISCAL IMPACT

Adoption of the proposed operating agreement would require Canyon Laboratories, Inc. ("Canyon") pay the City a cannabis business tax of 5% on all gross receipts up to \$10,000,000, 2.5% on all gross receipts between \$10,000,001-\$20,000,000, and 1.25% on all gross receipts over \$20,000,000. Based on Canyon's projections, the City estimates this could potentially result in general fund revenues in excess of \$100,000 a year for the term of the agreement.

RECOMMENDATION

Staff recommends the City Council open the public hearing, take public testimony, close the public hearing, and adopt a resolution approving the requested commercial medical and nonmedical commercial cannabis permits and attached operating agreement.

BACKGROUND

On November 8, 2016, the voters of the City of Pittsburg approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses

is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 13,693 (68.3%) “yes” votes and 6,364 (31.7%) “no” votes. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.

On March 19, 2018, the City Council adopted Ordinance No. 18-1442, amending PMC Title 5 to allow for use of cannabis within medical and nonmedical product manufacturing, and establishing procedures for issuing medical and nonmedical commercial cannabis permits. These amendments limit the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Commercial entities seeking to manufacture cannabis-related products would be required to obtain a commercial cannabis permit, which is subject to City Council approval, and is mandated to include: 1) a Business Operating Agreement, which would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. Cultivation, dispensaries, and retail deliveries of cannabis in the City of Pittsburg remain prohibited.

On June 4, 2018, the City Council adopted Ordinance No. 18-1448 amendments to Title 18, “Zoning,” of the Pittsburg Municipal Code (PMC) to: 1) allow for use of cannabis within medical and nonmedical product manufacturing, modify the use definition of “food and drug processing”; 2) specifically include commercial medical and nonmedical cannabis businesses; and 3) add a limitation which specifies that businesses utilizing cannabis as a primary or accessory use are not required to obtain a use permit, but rather shall comply with the requirements prescribed by Title 5 (including obtaining a Commercial Cannabis Permit along with an operating agreement, business operating plan, and security plan approved by the City Council), and prohibits onsite tasting, sampling, or retailing of cannabis products to or by the public.

Environmental: The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, “Existing Facilities,” of the CEQA Guidelines, section 15301.

Public Notice: On or before July 6, 2018, a notice of the July 16, 2018, public hearing for this project was posted at City Hall and at or near the proposed project site; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to all owners of property within 600 feet of the project site, to local service agencies expected to provide services to the business, and to individuals who had previously filed written request for such notice. In addition, a copy of the notice was posted on the “Public Notices” section of the City’s website.

SUBCOMMITTEE FINDINGS

The proposal by Canyon (formerly BioZone) was brought before the Land Use Subcommittee on September 19, 2017, and before the City Council and Planning Commission during a joint study session on December 18, 2017. During the study session, the City Council and Planning Commission were presented background information on BioZone’s operation, as well as cannabis and cannabis-related products. City Council members and Commissioners discussed concerns regarding security and cultivation of cannabis within the City limits but noted the growing use of cannabis in medicine and health products and directed staff and the applicant to proceed in exploring amendments to the PMC to allow for advanced manufacturing and testing of cannabis by businesses in

Pittsburg, while maintaining the ban on dispensing to the end user within the City limits. As detailed above, these amendments have been adopted by the City Council, allowing for Canyon to apply for and seek approval of commercial cannabis permits.

STAFF ANALYSIS

Project: Canyon is requesting approval of commercial cannabis permits to allow for advanced manufacturing and distribution of medical and nonmedical cannabis products. Canyon is requesting permits to operate as: 1) a Type 7 Manufacturer of medical cannabis products; 2) a Type 7 Manufacturer of nonmedical cannabis products; 3) a Type 11 Distributor of medical cannabis products; and 4) a Type 11 Distributor of nonmedical cannabis products. The applicant is proposing to accept raw cannabis materials, including Cannabidiol (CBD) and Tetrahydrocannabinol (THC), which would be inserted into commissioned product formulations, batched, packaged, and shipped from the site to approved, legal destination points. The proposed use would be limited to operational hours of 5:00 a.m. to midnight, Monday through Friday, with occasional Saturdays, while deliveries to and from both locations would be limited to the hours of 5:00 a.m. and 5:00 p.m. All cannabis would be kept in secure storage areas, which would only be accessed by authorized personnel.

Operating Agreement: The applicant has proposed to enter into an Operating Agreement with the City which would set forth the terms and conditions under which the use would operate. The operating agreement would have a term of five years, at which time the applicant would be required to renew both the agreement and any and all commercial cannabis permit(s). The Operating Agreement would also establish a “cannabis business tax,” rate, as described above, and includes an “operating plan,” and “security plan.”

Operating Plan: As part of the proposed Operating Agreement, the applicant has proposed an operating plan which details procedures and requirements the applicant would follow on a day-to-day basis. In addition to limiting the hours of operation and delivery windows as mentioned above, the operating plan also would require the licensee utilize a licensed trucking service approved by the Chief of Police in locked and secured trucks. The applicant would also be required to submit to the City a list of all employees of the business, and consent to background checks by the Police Department as necessary.

The operating plan also establishes practices which would be required to assure and control cannabis quality. This would require Canyon to, among other things: 1) adhere to good manufacturing practices outlined in Title 21 of the Code of Federal Regulations; 2) procure cannabis from reputable and licensed sources; 3) test samples to identify THC levels and absence of contaminants, as well as prohibit the addition of additives or contaminants; 4) not produce products prohibited under state law; 5) keep records of all cannabis material shipments, from acceptance to final distribution; 6) establish standards for edibles and other products; 7) adhere to packaging and labeling standards; 8) dispose of all waste and by-products per state and local requirements; and 9) provide a hazardous materials management plan (HMMP) to the necessary agencies.

Security Plan: The proposed operating agreement would also include a security plan that has been review and approved by the Chief of Police. In general, the security plan would require, among other things, the applicant to: 1) limit the total amount of THC stored onsite to ten kilos; 2) make all inventory, testing, or other logs as required by the operating agreement available to the Police Department upon request; 3) maintain a professionally-installed and monitored security system with 24-hour monitoring and 360-degree coverage;

4) use of commercial-grade locking mechanisms and card readers at any location cannabis is stored and all ingress/egress points of buildings; 5) submit to background checks as required by the Police Department; and 6) ensure that one manager-level employee remain on-call at all times in case of emergency. The Chief of Police may also require Canyon to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police at the business owner's sole expense.

General Plan/Railroad Avenue Specific Plan: The project site is within the 'East Leland,' subarea of the General Plan, and has a land use designation of Business Commercial. This land use designation is intended to provide sites for administrative, financial, business, professional, medical, research and development, and public offices, as well as custom manufacturing, limited assembly, light manufacturing, warehousing and distribution, and support commercial uses. The subject site is within the Los Medanos Industrial Center sub-area of the Railroad Avenue Specific Plan (RASP) and has a land use designation of Business Commercial. Similar to the General Plan, the Business Commercial land use designation is intended to provide sites for, "administrative, financial, business, research and development and public offices, as well as custom manufacturing, limited assembly, light manufacturing, warehousing and distribution, and limited retail and office uses." (RASP page 49.)

Zoning: The property is located within the IP (Industrial Park) District. Pursuant to the recently adopted amendments to PMC Title 18, businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by PMC Chapters 5.70 and 18.88, which specify cannabis manufacturing and distribution activities are permitted upon City Council approval of a Business Operating Agreement, Operating Plan, and Security Plan. Onsite tasting, sampling, or retailing of cannabis products to or by the public is prohibited.

Required Findings: While PMC Chapter 5.70, which establishes the process by which Commercial Cannabis Permits may be issued, does not identify specific findings that must be made in order to approve a permit, PMC sections 5.70.051(f) and 5.7.160 (f) state, respectively, that the City Council may deny an application for commercial medical and nonmedical cannabis permits if it determines any of the following:

1. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
2. The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to [PMC Chapter 5.70];
3. It is not in the best interest of the City, based upon the applicant's application or operating agreement, to issue a Permit to the business;
4. Potential threats to public health and safety cannot be sufficiently mitigated; or
5. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the City.

Analysis: As previously mentioned, the City Council has adopted amendments to Title 5 which would allow a limited number and type of commercial cannabis businesses upon City Council approval of a Business Operating Agreement, Operating Plan, and Security Plan.

Canyon is a sister company which would be held under the same ownership and employ the same people of BioZone Labs, a long-standing business that has operated for 26 years in the community. Canyon and BioZone estimate the combined companies could see substantial growth in its consumer and medical products by utilizing cannabis. The major focus for Canyon would be the delivery of cannabis pain management products, and the company is not proposing to cultivate or import any cannabis plant cuttings into the City. If successful, Canyon estimates a substantial increase in combined employment of Canyon and BioZone within three years of implementation, from approximately 80 to 160 employees.

ATTACHMENTS: 1. Proposed Resolution
2. Proposed Operating Agreement
3. Preliminary Site Plan/Floor Plan
4. Map of Surrounding Uses
5. Public Hearing Notice

Report Prepared By: Jordan Davis, AICP, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving Commercial Medical and	)	RESOLUTION NO. 18-
Nonmedical Cannabis Permits and an	)	
Operating Agreement to Allow for	)	
Manufacturing and Distribution of Cannabis	)	
Products at 780 Clark Avenue, for "Canyon	)	
Laboratories Inc., AP-18-1346."	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, on January 11, 2018, Richard Fischler, on behalf of Canyon Laboratories, Inc., filed Planning Application Nos. 18-1308 and 18-1346, requesting approval of a text amendment to Pittsburgh Municipal Code (PMC) Titles 5 and 18, as well as a Commercial Cannabis Permit, in order to allow for use of cannabis within pain management and consumer product manufacturing; and

WHEREAS, the operator of Canyon Laboratories also operates BioZone Laboratories, Inc. a global developer, manufacturer, and marketer of over-the-counter drugs and preparations, cosmetics, and nutritional supplements intended to improve personal health that has operated in Pittsburgh since 1992. BioZone has developed hundreds of products throughout its history and sold millions of units. The company's strong customer base is made up of large, well-known industry leaders; and

WHEREAS, on October 3, 2016, the City Council amended Titles 5 and 18 of the PMC to both regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes, and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation; and

WHEREAS, on November 8, 2016, the voters of the City of Pittsburgh approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 13,693 (68.3%) "yes" votes and 6,364 (31.7%) "no" votes. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions; and

WHEREAS, the proposal by BioZone was brought before the Land Use Subcommittee on September 19, 2017, and before the City Council and Planning Commission during a joint study session on December 18, 2017. During the study session, the City Council and Planning Commission were presented background information on BioZone's operation, as well as cannabis and cannabis-related products. City Council members and Commissioners discussed concerns regarding security and cultivation of cannabis within the City limits but noted the growing use of cannabis in medicine and health products and directed staff and the applicant to proceed in exploring amendments to the PMC to allow for advanced manufacturing and testing of cannabis by businesses in

Pittsburg, while maintaining the ban on dispensing to the end user within the City limits; and

WHEREAS, on March 19, 2018, the City Council adopted Ordinance No. 18-1442, amending PMC Title 5 to allow for use of cannabis within medical and nonmedical product manufacturing, and establishing procedures for issuing medical and nonmedical commercial cannabis permits; and

WHEREAS, on March 27, 2018, the Planning Commission held a public hearing and voted 4-3 to recommend denial of proposed amendments to Title 18, "Zoning," of the Pittsburg Municipal Code (PMC) to allow for use of cannabis within medical and nonmedical product manufacturing. Pursuant to PMC section 18.48.040, a Planning Commission recommendation of denial of an application for a zoning map amendment or zoning regulation amendment submitted by application or petition terminates proceedings, unless appealed; and

WHEREAS, on April 3, 2018, pursuant to PMC section 18.18.100(A), the City Manager filed an appeal of the Planning Commission's decision; and

WHEREAS, on June 4, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 in order to allow for use of cannabis within medical and nonmedical product manufacturing. The adopted changes to Title 18 were consistent with those adopted by the City Council as part of the Title 5 amendment process, and also modified the use definition of "food and drug processing," to specifically include commercial medical and nonmedical cannabis businesses, and added a limitation to specify that businesses utilizing cannabis as a primary or accessory use are not required to obtain a use permit, but rather shall comply with the requirements prescribed by Title 5 (including obtaining a Commercial Cannabis Permit along with an operating agreement, business operating plan, and security plan approved by the City Council), and prohibits onsite tasting, sampling, or retailing of cannabis products to or by the public; and

WHEREAS, on June 18, 2018, the City Council adopted Resolution No. 18-13496, establishing and imposing the marijuana business tax rate which shall be ten percent (10%) on marijuana businesses gross receipts, unless otherwise modified by City Council resolution; and

WHEREAS, on or before July 6, 2018, a notice of the July 16, 2018, public hearing for this project was posted at City Hall and at or near the proposed project site; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to all owners of property within 600 feet of the project site, to local service agencies expected to provide services to the business, and to individuals who had previously filed written request for such notice. In addition, a copy of the notice was posted on the "Public Notices" section of the City's website; and

WHEREAS, on July 16, 2018, the City Council held a public hearing to consider the proposed application and operating agreement, at which time oral and/or written testimony was considered.

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

Section 1. Findings

A. Based on the City Council Staff Report entitled, "Consideration of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Canyon Laboratories, AP-18-1346," dated July 16, 2018, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.
2. The project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, "Existing Facilities," of the CEQA Guidelines, section 15301.
3. The applicant has not made any false or misleading statements or omissions during the application process.
4. The proposed operating agreement with Canyon Labs will ensure that the commercial cannabis operation is consistent with the all regulations imposed by Chapter 5.70 of the Pittsburg Municipal Code and State law.
5. It is in the best interest of the City to issue commercial cannabis permits to the applicant, in that the operating agreement will require the applicant pay a cannabis business tax in the amount of: 1) five percent (5%) on all gross receipts up to ten million dollars (\$10,000,000); 2) two and one-half percent (2.5%) on all gross receipts between ten million and one dollars (\$10,000,001) and twenty million dollars (\$20,000,000); and 3) one and one-quarter percent (1.25%) on all gross receipts over \$20,000,000. This potential tax revenue would result in additional General Fund revenues, which would help the City reach and maintain its financial goals. The operating agreement and issuance of commercial cannabis permits will also allow an existing business within the City of Pittsburg to utilize cannabis in product manufacturing, consistent with General Plan Economic Development goals and policies that call for maintaining and enhancing an attractive climate for conducting business in Pittsburg (Goal 6-G-4), and will also support the City's continued effort to develop a research and development use and to promote economic diversification, ensure appropriate location, and maximize growth opportunities, while retaining and expanding existing businesses (6-P-12).
6. Potential threats to public health and safety will be sufficiently mitigated, in that the proposed operating agreement includes a security plan approved by the City's Chief of Police, which requires, among other things, the applicant to: 1) limit the total amount of THC stored to ten kilos; 2) make all inventory, testing, or other logs as required by the operating agreement available to the Police Department upon request; 3) maintain a professionally-installed and monitored security system with 24-hour monitoring and 360-degree coverage; 4) use of commercial-grade locking mechanisms and card readers at any location cannabis is stored and all

ingress/egress points of buildings; 5) submit to background checks as required by the Police Department; and 6) ensure that one manager-level employee remain on-call at all times. The Chief of Police may also require Canyon Labs to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police at the business owner's sole expense.

7. The City Council has not received significant public opposition which would otherwise necessitate denial in order to preserve the health, safety, and general welfare of the City.

- B. The Staff Report entitled, "Consideration of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Canyon Laboratories, AP-18-1346," dated July 16, 2018, is referenced hereto as additional support for findings.

Section 2. Decision

Based on the findings set forth above, the City Council hereby adopts a resolution which shall:

- A. Authorize the City Manager to execute an Operating Agreement with Canyon Laboratories, Inc., as substantially presented as Exhibit A; and
- B. Approve commercial cannabis permits, subject to the requirements of an operating agreement presented as Exhibit A, as follows:
 1. Type 7 Manufacturer of medical cannabis products at 780 Clark Avenue;
 2. Type 7 Manufacturer of nonmedical cannabis products at 780 Clark Avenue;
 3. Type 11 Distributor of medical cannabis products at 780 Clark Avenue; and
 4. Type 11 Distributor of nonmedical cannabis products at 780 Clark Avenue;

Section 3. Effective Date

This resolution shall take effect immediately upon its adoption.

Section 4. Adoption

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**OPERATING AGREEMENT BETWEEN
THE CITY OF PITTSBURG, A CALIFORNIA MUNICIPAL CORPORATION
AND
CANYON LABORATORIES, INC., A CALIFORNIA CORPORATION**

THIS OPERATING AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2018 (the “Effective Date”), by and between the City of Pittsburg, a California municipal corporation (“City”) and Canyon Laboratories, Inc., a California Corporation (“Licensee”), pursuant to the authority of Pittsburg Municipal Code Chapters 5.70 and 18.88.

RECITALS:

- A. On January 11, 2018, Richard Fischler, on behalf of Canyon Laboratories, Inc., filed Planning Application Nos. 18-1308 and 18-1346, requesting approval of a text amendment to Pittsburg Municipal Code (PMC) Titles 5 and 18, as well as a Commercial Cannabis Permit, in order to allow for use of cannabis within pain management and consumer product manufacturing.
- B. The operator of Canyon Laboratories also operates BioZone Laboratories, Inc. a global developer, manufacturer, and marketer of over-the-counter drugs and preparations, cosmetics, and nutritional supplements intended to improve personal health that has operated in Pittsburg since 1992. BioZone has developed hundreds of products throughout its history and sold millions of units. The company's strong customer base is made up of large, well-known industry leaders.
- C. On October 3, 2016, the City Council amended Titles 5 and 18 of the PMC to both regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes, and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation.
- D. On November 8, 2016, the voters of the City of Pittsburg approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 13,693 (68.3%) “yes” votes and 6,364 (31.7%) “no” votes. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.
- E. On March 19, 2018, the City Council adopted Ordinance No. 18-1442, amending PMC Title 5 to allow for use of cannabis within medical and nonmedical product manufacturing and establish procedures for issuing medical and nonmedical commercial cannabis permits. These amendments limit the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Commercial entities seeking to manufacture cannabis-related products will be required to obtain a commercial cannabis permit, which would be subject to City Council approval, and shall be mandated to include: 1) a

Business Operating Agreement which would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. The total number of commercial cannabis permits that may be issued within the City is limited to nine. Cultivation, dispensaries and retail deliveries of cannabis in the City of Pittsburgh remain prohibited.

- F. On May 21, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 in order to allow for use of cannabis within medical and nonmedical product manufacturing. The adopted changes to Title 18 were consistent with those adopted by the City Council as part of the Title 5 amendment process, and also modified the use definition of “food and drug processing,” to specifically include commercial medical and nonmedical cannabis businesses, and added a limitation to specify that businesses utilizing cannabis as a primary or accessory use are not required to obtain a use permit, but rather shall comply with the requirements prescribed by Title 5 (including obtaining a Commercial Cannabis Permit along with an operating agreement, business operating plan, and security plan approved by the City Council), and prohibits onsite tasting, sampling, or retailing of cannabis products to or by the public.
- G. On June 18, 2018, the City Council adopted Resolution No. 18-13496, establishing and imposing the marijuana business tax rate which shall be ten percent (10%) on marijuana businesses gross receipts, unless otherwise modified by City Council resolution.
- H. On July 16, 2018, the City Council held a public hearing, considered oral and/or written testimony, and adopted Resolution No. 18-_____, approving the requested Commercial Cannabis Permit.

AGREEMENT

1. DEFINITIONS.

In this Agreement, unless the context otherwise requires, terms have the following meaning. Capitalized terms within the Exhibits not defined below have the meaning set out in the Exhibits.

1.1 “Administrative Review Deposit” means the good faith deposit provided by Licensee in the amount of \$5,000, and all interest earned on the Administrative Review Deposit.

1.2 “Agreement” means this Operating Agreement, inclusive of all Exhibits attached hereto.

1.3 “Business” means the commercial medical or non-medical cannabis business that is the subject of this Agreement.

1.4 “Cannabis” means medical and non-medical cannabis as defined by Health and Safety Code Section 11362.5 and Business and Professions Code Sections 26000 *et seq.*

1.5 “Cannabis Business Tax” means the Marijuana Business Tax as defined by Chapter 3.10 of the Pittsburgh Municipal Code.

1.6 “CBD” means Cannabidiol derived from cannabis.

1.7 “City” means the City of Pittsburgh, including its agents, officers, employees, representatives, and elected and appointed officials.

1.8 “City Council” means the City Council of the City of Pittsburgh.

1.9 “City Manager” means the City Manager of the City of Pittsburgh, or her or his designee.

1.10 “Commercial Cannabis Permit” means a Commercial Medical Cannabis Permit and/or Commercial Nonmedical Cannabis Permit issued by City in accordance with Chapter 5 of the Municipal Code.

1.11 “Fees” means all charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Licensee by City, other than assessments, or regular or special taxes.

1.12 “Law” means ordinance, statutes, rules, regulations, or any order, decree, or directive of any court or any local, regional, State, or federal government agency, unless the context suggests a different meaning.

1.13 “Licensee” means Canyon Laboratories, Inc.

1.14 “Municipal Code” means the Municipal Code of the City of Pittsburgh.

1.15 “Operating Plan” means the operating plan defined by Chapter 5 of the Municipal Code.

1.16 “Operations” means the operating of the Business upon receiving all necessary licenses, permits, and approvals.

1.17 “Security Plan” means the security plan defined by Chapter 5 of the Municipal Code, as approved by the Pittsburgh Chief of Police.

1.18 “State” means the State of California.

1.19 “Term” means the term of the Agreement set forth in Section 3.3.

1.20 “THC” means tetrahydrocannabinol derived from cannabis.

2. GENERAL ACKNOWLEDGMENTS.

The parties acknowledge that: (a) City has entered into this Agreement pursuant to the

Municipal Code and its authority to address public health, safety, and general welfare concerns of the public within City; (b) there is certain authority to address public health and safety concerns that cannot be legally relinquished or restricted by this Agreement and that such authority intended to be reserved and hereby is reserved to City hereunder; and (c) this Agreement sets forth the terms and conditions under which Licensee will operate.

3. GENERAL PROVISIONS.

3.1 Property Description. See Exhibit A.

3.2 Effective Date. This Agreement shall be binding as to Licensee upon Licensee's execution hereof, with an effective date ("Effective Date") as of the effective date of the Resolution adopting the Agreement.

3.3 Commercial Cannabis Permit. Licensee is permitted to operate Commercial Medical and Nonmedical Cannabis businesses at the location described in Exhibit A and Exhibit D of this Agreement, and as further specified below. Prior to commencing production, distribution, or testing of any cannabis or cannabis products, Licensee shall provide the City Manager documentation certifying issuance of all required State of California licenses for such cannabis-related operations. Licensee shall be responsible for maintaining these licenses in good standing at all times during its operations within the City.

3.3.1 780 Clark Avenue. Licensee is hereby permitted to operate at 780 Clark Avenue as: 1) a Type 7 Manufacturer of medical cannabis products; 2) a Type 7 Manufacturer of nonmedical cannabis products; 3) a Type 11 Distributor of medical cannabis products; and 4) a Type 11 Distributor of nonmedical cannabis products.

3.4 Term. The term of this agreement shall commence upon the Effective Date and shall extend five (5) years thereafter, unless the term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual written consent of the parties.

3.5 Expiration of Term. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect, unless the Agreement is renewed by approval of the City Council. The City Manager shall have the discretion to grant extensions of this Agreement in writing, for one or more periods of time, not to exceed a total of 180 days collectively for all extensions, if the City Manager determines in his/her sole discretion that the Licensee is pursuing a new Operating Agreement both diligently and in good faith.

3.6 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

3.7 Enforceability of Agreement. City and Licensee agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by either party hereto notwithstanding any change hereafter.

3.8 Further Assurances. Licensee shall execute and deliver to City all such other further instruments and documents as may be reasonably required by City to execute this Agreement.

3.9 Changes in State and Federal Laws and Regulations. If California law allowing the use for which the Commercial Cannabis Permit is issued is amended or repealed resulting in the prohibition of such use, or City receives credible information that the federal government will commence enforcement measures against such businesses and/or local government that allow them, City shall retain the exclusive right to terminate this Agreement by giving Licensee 30 days prior written notice of such termination.

4. OPERATING PLAN.

4.1 Responsible Parties. See Exhibit B for the names and responsibilities of the applicant and manager-level employees of the medical cannabis manufacturing business. Addresses and telephone numbers of the employees listed in Exhibit B shall be provided to the City Manager as a separate document which shall remain confidential. Modifications to this list shall be considered a ‘minor amendment’ pursuant to section 9.2 of this agreement, and as such, may be approved by the prior written consent of the City Manager.

4.2 Employee List. All employees must be twenty-one (21) years of age or older. See Exhibit C for the names and responsibilities of non-manager-level employees of the medical cannabis manufacturing business. Addresses and telephone numbers of the employees listed in Exhibit B shall be provided to the City Manager as a separate document which shall remain confidential. Modifications to this list shall be considered a ‘minor amendment’ pursuant to section 9.2 of this agreement, and as such, may be approved by the prior written consent of the City Manager.

4.3 Hours of Operation. Licensee shall only operate the Business during the hours of 5:00 AM – 12:00 AM (Midnight), on Monday through Friday, with occasional Saturdays.

4.4 Floor Plan. The floor plans of both locations of the Business are attached hereto and incorporated herein as Exhibit D.

4.5 Transportation Plan. Licensee shall only transport cannabis and/or cannabis products via a licensed trucking service(s) approved by the Chief of Police in locked, secured trucks. Deliveries within the City shall be made only to those locations identified within subsection 3.1 of this agreement. Deliveries outside the City shall be made only to approved, legal destination points. Deliveries to and from the locations identified within subsection 3.1 shall be limited to the hours of 5:00 AM and 5:00 PM, Monday through Friday. All deliveries shall be subject to all applicable requirements of Exhibit G.

4.6 Mitigation Measures. Licensee acknowledges that minimizing the impacts on neighboring properties of the business is paramount. Licensee shall implement the following measures to mitigate potential negative impacts:

4.6.1 Licensee shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. “Hazardous materials” includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

4.6.2 All existing chain-link fencing at the 780 Clark Avenue location shall be properly maintained and finished with vinyl privacy slats. All fencing shall meet the requirements of Pittsburgh Municipal Code (PMC) Title 18, “Zoning” as applicable. Licensee shall be responsible for obtaining all necessary permits from the City of Pittsburgh Community Development Agency prior to installation. The final design and location of the fence shall be subject to approval by the Planning Division.

4.6.3 The City Manager reserves the right to require additional measures be taken to ensure proper refuse collection at the 780 Clark Avenue location if it is determined that the existing enclosure does not provide adequate or secure refuse storage space, including but not limited to an additional and/or expanded trash enclosure, larger bins, increased number of bins, and/or additional pickups to the maximum amount provided by the City-contracted refuse collection company. All enclosures shall meet the requirements of Pittsburgh Municipal Code (PMC) Title 18, “Zoning” as applicable. Licensee shall be responsible for obtaining all necessary permits from the City of Pittsburgh Community Development Agency prior to any and all necessary construction. All changes to the existing enclosure shall be subject to approval by the Planning Division.

4.7 Cannabis Quality Control/Quality Assurance. Licensee acknowledges that controlling and assuring the quality of cannabis used in the manufacturing of medical and nonmedical products is paramount. Licensee shall implement the following measures to ensure cannabis quality:

4.7.1 Licensee shall adhere to good manufacturing practices as outlined in Title 21 of the Code of Federal Regulations, Parts 210, 211, 225, and 226.

4.7.2 Licensee shall ensure cannabis product quality and safety by: a) procuring cannabis concentrate from reputable and licensed sources; and b) quality control testing samples of all procured cannabis concentrate to ensure uniform THC levels and absence of contaminants.

4.7.3 Licensee shall enforce medical and nonmedical cannabis product standards by: a) prohibiting the addition of prohibited additives and/or contaminants to any raw materials or manufactured products; b) not producing products prohibited under state law or the Pittsburgh Municipal Code; c) keeping records (by weight) of all raw cannabis material shipments and movement throughout the facility to ensure full traceability of the ingredients relative to the finished product; and d) meeting the serving requirements for edibles, as specified within the table below:

Products:	Serving Requirements:
Edibles	10 grams per serving
	100 milligrams per package
Other Products	1000 milligrams per package (adult-use)
	2000 milligrams per package (medicinal)

4.7.4 Licensee shall adhere to the packaging and labeling standards as mandated by the State of California. Licensee shall be responsible for implementing any and all changes to these standards should amendments be adopted by the State of California in the future.

4.7.5 All waste products shall be disposed of per local and state requirements.

4.8 Cannabis Inventory Control. All inventory of cannabis raw materials and finished products shall be kept in secured storage areas as identified in Exhibits D and G, to which only authorized personnel shall have access. (See section 5 of this agreement for additional details and requirements.) Use and movement of: a) all cannabis materials; and b) manufactured products once cannabis has been added, shall be logged “cradle to grave” (i.e. acceptance of shipment to delivery at retail location) for inventory accuracy and management. Records shall be made available to the Pittsburg Police Department or any other agency with regulatory authority within 72 hours of written request therefor.

4.9 Employee Screening. In addition to complying with the requirements of the Pittsburg Municipal Code, Licensee agrees to implement the following:

4.9.1 All prospective employees shall submit to a live scan at a designated service provider and a background check by the California Department of Justice (DOJ) and local law enforcement. The cost of the background check shall be borne by the Licensee or the prospective employee.

4.9.2 Felony convictions, as specified in Penal Code section 667.5(c) and section 1192.7(c), or a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor shall be grounds for disqualification of employment with the Licensee.

4.10 Manufacturing Process. All raw or concentrated cannabis shall be securely stored in areas specified within Exhibits D and G. Ingredients, including those ingredients containing cannabis, shall be mixed in smaller batches to customer specifications within the lab area, as specified in Exhibit D. Larger batches will then be mixed and transferred into barrels within the Manufacturing area of the facility, as shown in Exhibit D, and then moved to the Warehousing/Shipping and Receiving area of the facility, as shown in Exhibit D, for batching and filling into final containers. Items shall then be packaged and shipped to designated locations. City and Licensee recognize that both volatile and nonvolatile products will be

manufactured and handled at 780 Clark Avenue. Volatile products which may be used are listed in Exhibit E.

4.11 Chemical Usage. See Exhibit E.

4.12 Manufactured Products. See Exhibit F.

4.13 By-Products. By-products of the manufacturing process shall be disposed of pursuant to local and state laws.

4.14 Odor Management. While it is not anticipated that odors resulting from the manufacturing of cannabis products will occur based on the nature of the approved operation, the City Manager reserves the right to require additional measures be taken to eliminate odors, in the event odors resulting from cannabis are shown to have continually occurred. These measure may include, but are not limited to, installation of industrial grade HEPA filtration and/or activated carbon filtration systems. Any requires measures shall be taken at the sole cost of the Licensee.

4.15 Required Changes. City shall have the discretion to require changes to any of the terms within this section, upon reasonable notice to Licensee.

4.16 Proposed Changes. Any proposed change(s) to this section must be approved in writing by the City Manager, or City Manager's designee at least thirty (30) days before the proposed change(s) is/are to take effect.

5. SECURITY PLAN.

The Security Plan was approved by the Chief of Police as of the effective date of this agreement, and is attached hereto and incorporated herein as Exhibit G. Licensee acknowledges that failure to adhere to the Security Plan may result in suspension and/or termination of this Agreement, and suspension and/or revocation of Licensee's corresponding Commercial Cannabis Permit(s).

6. PERIODIC REVIEW.

City shall conduct a review of this Agreement as set forth in the following subsections. However, City's failure to timely conduct such review shall not constitute a default under this Agreement.

6.1 Annual Review. City shall review the extent of good faith compliance by Licensee with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement.

6.2 Notice. City shall notify Licensee in writing of the date of review at least thirty (30) days prior thereto.

6.3 Good Faith Compliance. During each annual review, Licensee is required to demonstrate good faith compliance with the terms of this Agreement.

6.4 Production of Documents and Other Evidence. Licensee agrees to furnish such reasonable evidence and adequate documentation of good faith compliance to City, in the exercise of its reasonable discretion, may require.

6.5 Cost of Annual Review. The reasonable costs incurred by City in connection with the annual review shall be borne by Licensee. Upon written request by City, Licensee shall pay City up to five thousand dollars (\$5,000) per review to cover City's costs. At the completion of the review, City shall request additional funds should a shortfall exist. Failure, if any, by Licensee to pay the monies shall be grounds for declaring Licensee to be in default of this Agreement and/or in noncompliance thereof.

7. OBLIGATIONS OF LICENSEE.

7.1 General Obligations. In consideration of City entering into this Agreement, Licensee has agreed to comply with the requirements of this Agreement, and to perform certain obligations and provide certain contributions set forth therein.

7.2 Cooperation by Licensee. Licensee shall, in a timely manner, provide City with all documents, applications, plans, and other necessary information for City to carry out its obligations hereunder.

7.3 Governmental Permits. Licensee shall apply in a timely manner for such other permits and approvals from other governmental agencies as may be required by state law.

7.4 Administrative Review Deposit. Prior to, or concurrently with, the Effective Date, Licensee has delivered to City the Administrative Review Deposit in the amount of [Insert dollar amount]. City may promptly deposit the Administrative Review Deposit in an interest-bearing account. Any interest accrued by the Administrative Review Deposit will be returned to the Licensee upon completion of review of this Agreement.

7.5 License and Permits. At all times, Licensee is required to maintain an active Business License and Commercial Cannabis Permit(s) with City, as well as all licenses required by the State of California.

8. OBLIGATIONS OF CITY.

In consideration of Licensee entering into this Agreement, City has agreed to the following with respect to the operation of the Business:

8.1 Processing. Upon satisfactory completion by Licensee of all required preliminary actions to the satisfaction of City, City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement.

9. AMENDMENTS.

9.1 Major Amendments. A “Major Amendment” shall be any modification that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibit(s) attached hereto and incorporated herein. Approval of any Major Amendment shall require a noticed hearing and must be authorized by formal action of the City Council.

9.2 Minor Amendments. A “Minor Amendment” shall be any modification that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibit(s) attached hereto and incorporated herein. Minor amendments may be approved by the prior written consent of the City Manager.

10. TRANSFERS AND ASSIGNMENTS.

The transfer or assignment of this Agreement is prohibited. Any transfer or assignment of this Agreement automatically terminates this Agreement.

11. DEFAULT.

Subject to any extensions of time by mutual consent in writing, the failure or unreasonable delay by either party to perform any material term or provision of this Agreement for a period of thirty (30) days after the dispatch of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot be reasonably cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

11.1 Notice of Default. Any Notice of Default given hereunder shall specify in detail the nature of the alleged default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

11.2 General Default Remedies. After notice and expiration of the thirty (30) day period without cure, the non-defaulting party shall have such rights and remedies against the defaulting party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement.

11.3 Remedies Cumulative. Any rights or remedies available to the non-defaulting party under this Agreement and any other rights or remedies that such party may have at law or in equity upon a default by the other party under this Agreement, shall be distinct, separate, and cumulative rights and remedies, whether or not exercised by the non-defaulting party. The non-defaulting party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting party considers appropriate.

11.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy a default, enforce any covenant or agreement

herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.

11.5 No Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Licensee for any breach thereof. As such, the parties agree that in no event shall Licensee be entitled to recover damages against City for breach of this Agreement.

11.6 Effect of Licensee Default. No Commercial Cannabis Permit(s) shall be issued, and any existing Commercial Cannabis Permit(s) shall be suspended or revoked, after Licensee is determined by City to be in default of the terms and conditions of this Agreement, and until such default is thereafter cured by Licensee or is waived by City.

11.7 Waiver. All waivers must be in writing to be effective or binding upon the waiving party, and no waiver shall be implied from any omission by a party to take any action with respect to a of default. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by such other party in the future.

11.8 Scope of Waiver. No express written waiver of any default shall affect any other default, or cover any other period of time specified in such express waiver.

11.9 Attorney's Fees. Should legal action be brought by either party for breach of this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court.

11.10 Venue. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Contra Costa, or in the United States District Court for the Northern District of California, as consistent with applicable law.

11.11 Survival. Notwithstanding termination of this Agreement for any reason, whether under Section 3.3 or Section 12, Section 17 (Hold Harmless) and Section 18 (Indemnification) shall be continuing obligations of Licensee and shall survive this Agreement.

12. TERMINATION

12.1 Mutual Consent. This Agreement may be terminated in whole or in part by the mutual written consent of the parties.

12.2 Failure to Obtain or Maintain Required State or Local Licenses. If Licensee fails to obtain or maintain in effect all California and City licenses and permits required for the Business, City may terminate this Agreement.

12.3 Surrender or Revocation of Commercial Cannabis Permit. If Licensee voluntarily surrenders their Commercial Cannabis Permit, or if their Commercial Cannabis

Permit is revoked by City, Licensee shall immediately cease all operations at the Business, and this Agreement shall terminate automatically, without further action required by either Party.

13. RELATIONSHIP OF PARTIES.

13.1 Independent Contractors. The parties agree that the Business is a private endeavor and that neither party is acting as the agent of the other in any respect hereunder.

13.2 No Joint Venture or Partnership. City and Licensee hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Licensee joint venturers or partners.

13.3 No Third Party Beneficiaries. The only parties to this Agreement are Licensee and City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

13.4 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement. Therefore any ambiguities or uncertainties are not to be construed against or in favor of either party.

14. APPLICABLE LAW AND REGULATIONS.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

14.1 General. Licensee shall at all times comply fully with all current and future State and City laws and regulations applicable to Licensee's Business, and shall ensure such compliance by all of Licensee's employees, contractors, vendors, and members of the public invited or allowed access to the Business.

14.2 State License. Licensee shall promptly apply for and obtain all State licenses required for the Business's operations. Failure to obtain and maintain required State license(s) during the term of this Agreement shall constitute a default, and shall be grounds for termination of this Agreement.

15. CANNABIS BUSINESS TAX.

Licensee agrees to and acknowledges all provisions found in Chapter 3.10 of the Municipal Code.

15.1 Cannabis Business Tax. Licensee agree to pay City a cannabis business tax applied to all gross receipts on a monthly basis. "Gross receipts" shall have the same meaning as set forth in Chapter 3.10 of the Municipal Code. Payment for the preceding month must be

delivered to City by the last business day of the succeeding month. The applicable tax rate shall be as follows:

- Five percent (5%) on all gross receipts up to ten million dollars (\$10,000,000);
- Two and one-half percent (2.5%) on all gross receipts between ten million and one dollars (\$10,000,001) and twenty million dollars (\$20,000,000);
- One and one-quarter (1.25%) on all gross receipts over \$20,000,000.

15.2 Late or Delinquent Tax Payments. Late or delinquent Cannabis Business Tax payments by Licensee shall be subject to the penalties and interest rates stated in Chapter 3.10 of the Municipal Code.

15.3 Deficiency Determinations. If City is not satisfied with the veracity of reports filed by Licensee regarding the Business's total gross receipts, City may compute and determine the amount of Cannabis Business Tax to be paid and make a deficiency determination upon the basis of the facts contained in the report(s), or upon the basis of any information in City's possession, or that may come become in City's possession within three years of the date the Cannabis Business Tax was originally due and payable. One or more deficiency determinations of the amount of Cannabis Business Tax due for a period or periods may be made.

15.4 Appeal. Licensee may appeal City's deficiency determination to City Council by filing notice of appeal with the City Clerk within fifteen (15) days of the serving or mailing of the determination of the Cannabis Business Tax due. The City Council shall fix a time and place for hearing such appeal and the City Clerk shall give notice in writing to Licensee. The findings of the City Council shall be final and conclusive. Any amount found to be due shall be immediately due and payable.

15.5 Record Retention. Licensee shall keep, maintain, and preserve all records that may be necessary to determine the amount of Cannabis Business Tax owed by the Business for a period of three (3) years. City shall have the right to inspect such records at all reasonable times.

15.6 Cannabis Business Tax is debt to City. The amount of any Cannabis Business Tax , penalties, and interest imposed by this Agreement is deemed to be a debt to City. City may seek all remedies legally available to City, to recover any unpaid debts by Licensee.

15.7 Cannabis Business Tax Survival. Notwithstanding any other section of this Agreement, future legislation: decision(s) or other actions by any court of competent jurisdiction; local, regional, state, or federal regulatory action; or any other mechanism that invalidates or otherwise limits the applicability of the Cannabis Business Tax, Licensee expressly agrees to pay City the Cannabis Business Tax in the amounts, and in the manner set forth in this Section 15.

16. SUBSEQUENT LAWS OR JUDICIAL ACTION.

The provisions of this Agreement shall, to the extent feasible, be modified or suspended

as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

17. HOLD HARMLESS.

Licensee hereby agreed to, and shall defend, save, and hold City and its elected and appointed boards, commissions, officers, agents, and employees, harmless from any and all claims, costs and liability for any damages, personal injury or death, which may arise directly or indirectly from Licensee's operations under this Agreement.

18. INDEMNIFICATION.

Licensee agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any action arising out of or stemming from this Agreement. Licensee may select its own legal counsel to represent Licensee's interests at Licensee's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Licensee shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by City in defense of any such action or other proceeding, plus staff and attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Licensee agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

18.1 Licensee's Release of City. Licensee, on behalf of itself and anyone claiming by, through or under Licensee hereby waives its right to recover from and fully and irrevocably releases City, and their council members, board members, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that Licensee may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Business, or its suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

18.2 Scope of Release. The release set forth in Section 19 hereof includes claims of which the Licensee is presently unaware or which Licensee does not presently suspect to exist which, if known by Licensee, would materially affect Licensee's release of the Released Parties. Licensee specifically waives the provision of any statute or principle of law that provides

otherwise. In this connection and to the extent permitted by law, Licensee agrees, represents and warrants that Licensee realizes and acknowledges that factual matters now unknown to Licensee may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Licensee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Licensee nevertheless hereby intends to release, discharge and acquit City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, Licensee, on behalf of itself and anyone claiming by, through or under Licensee, hereby assumes the above-mentioned risks and hereby expressly waives any right Licensee and anyone claiming by, through or under Licensee, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Licensee's Initials: _____

Notwithstanding the foregoing, this release shall not apply to, nor shall City be released from, City's actual fraud or misrepresentation.

18.3 Separate Agreement. The parties agree that Section 19 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 19, which shall survive such invalidation, nullification, or setting aside.

19. LIABILITY INSURANCE.

Licensee shall maintain, or cause to be maintained, in force during the term of this Agreement, public liability and property damage insurance, including personal injury, contractual, and owned and non-owned vehicles and equipment, with such coverage and limits as may be reasonably requested by City from time to time, but in no event for less than the sum of one million dollars aggregate (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.

19.1 Public Liability Insurance. Public liability insurance policy or policies shall name City as an additional insured, and any policy or policies shall contain cross-liability endorsements. An endorsement shall be provided which states the coverage is primary insurance and that no other insurance affected by City will be called upon to contribute to a loss under this coverage.

19.2 Certificate of Endorsement. Licensee shall provide City with a certificate and endorsement, in forms satisfactory to City, evidencing such insurance coverage or coverages shall be filed with City prior to construction of the Project, and the certificate and endorsement

shall provide that such insurance coverage will not be cancelled or reduced without at least thirty (30) days prior written notice to City.

19.3 Coverage Reduction of Cancellation. Licensee shall, within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Licensee's expense, and Licensee shall promptly reimburse City for such expense upon receipt of billing from City.

20. NOTICES.

Any notice or communication required hereunder between the parties shall be in writing, and may be delivered either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

Notices to City shall be addressed to:

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

With copies to:
Meyers Nave
Attn: Ruthann G. Ziegler, City Attorney
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

Notices to Licensee shall be addressed to:

Richard Fischler
Canyon Laboratories, Inc.
680 Garcia Avenue
Pittsburg, CA 94565

With copies to:
James Casey
Canyon Laboratories, Inc.
680 Garcia Avenue

Pittsburg, CA 94565

21. EXHIBITS.

21.1 Designation of Exhibits. The reference to a specified Exhibit in this Agreement is a reference to a certain exhibit listed below, as determined by the accompanying letter designation.

EXHIBIT A: Property Description

EXHIBIT B: Responsible Parties

EXHIBIT C: Employee List

EXHIBIT D: Site and Floor Plans

EXHIBIT E: Chemical Usage

EXHIBIT F: Manufactured Products

EXHIBIT G: Security Plan

21.2 Incorporation by Reference. All exhibits are deemed incorporated by reference into this Agreement.

22. SEVERABILITY.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

23. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof.

24. COUNTERPARTS.

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

Executed at Pittsburg, California on _____.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed as of the dates written above.

CITY OF PITTSBURG,
a municipal corporation

Canyon Laboratories, Inc.,
a California Corporation

Joe Sbranti, City Manager

**Richard Fischler, Senior Vice
President, Business Development**

ATTEST:

Alice E. Evenson, City Clerk

APPROVED AS TO FORM:

Ruthann G. Ziegler, City Attorney

EXHIBIT A: Property Description

780 Clark Avenue:

The western portion of the southern building (as shown in Exhibit D of this Agreement) of the property described below in the City of Pittsburg:

Commencing at the intersection of the Easterly line of Harbor Avenue and the Southerly line of that certain parcel of land granted to the State of California as a roadway easement by the Department of the Army and described as “Parcel Three” in Book 2160, Page 112, Official Records, Contra Costa County Records; thence Easterly along said Southerly line 850.90 feet; thence Southerly at right angles 615.00 feet; thence Easterly at right angles 400.00 feet to the true point of beginning; thence Southerly at right angles 508.00 feet; thence easterly at right angles 450.00 feet; thence Northerly at right angles 508.00 feet; thence Westerly at right angles 450.00 feet to the point of beginning.

Excepting therefrom: That portion thereof described in the deed to Robert R. Murdoch, et ux, recorded July 31, 1968, Book 5678, Page 810, Official Records.

Also excepting therefrom: That portion conveyed to the City of Pittsburg, a municipal corporation in the deed recorded January 29, 1985, Book 12163, Page 68, Instrument No. 85-11306, Official Records.

More commonly referred to as 780 Clark Avenue, Assessor’s Parcel No.: 088-250-050.

EXHIBIT B: Responsible Parties

Responsible parties listed below are approved as of the effective date of this agreement, and are subject to change. Modifications to this list shall be considered a ‘minor amendment’ pursuant to section 9.2 of this agreement, and as such, may be approved by the prior written consent of the City Manager.

Name	Title/Position
Richard Fischler	CEO
James Casey	COO
Theo Calvin	Director of Operations
Chris Westphal	Director of PR&D
Paula Kapel	Director of PR&D
Lilian Ofulue-Eze	Director of Quality

EXHIBIT C: Employees

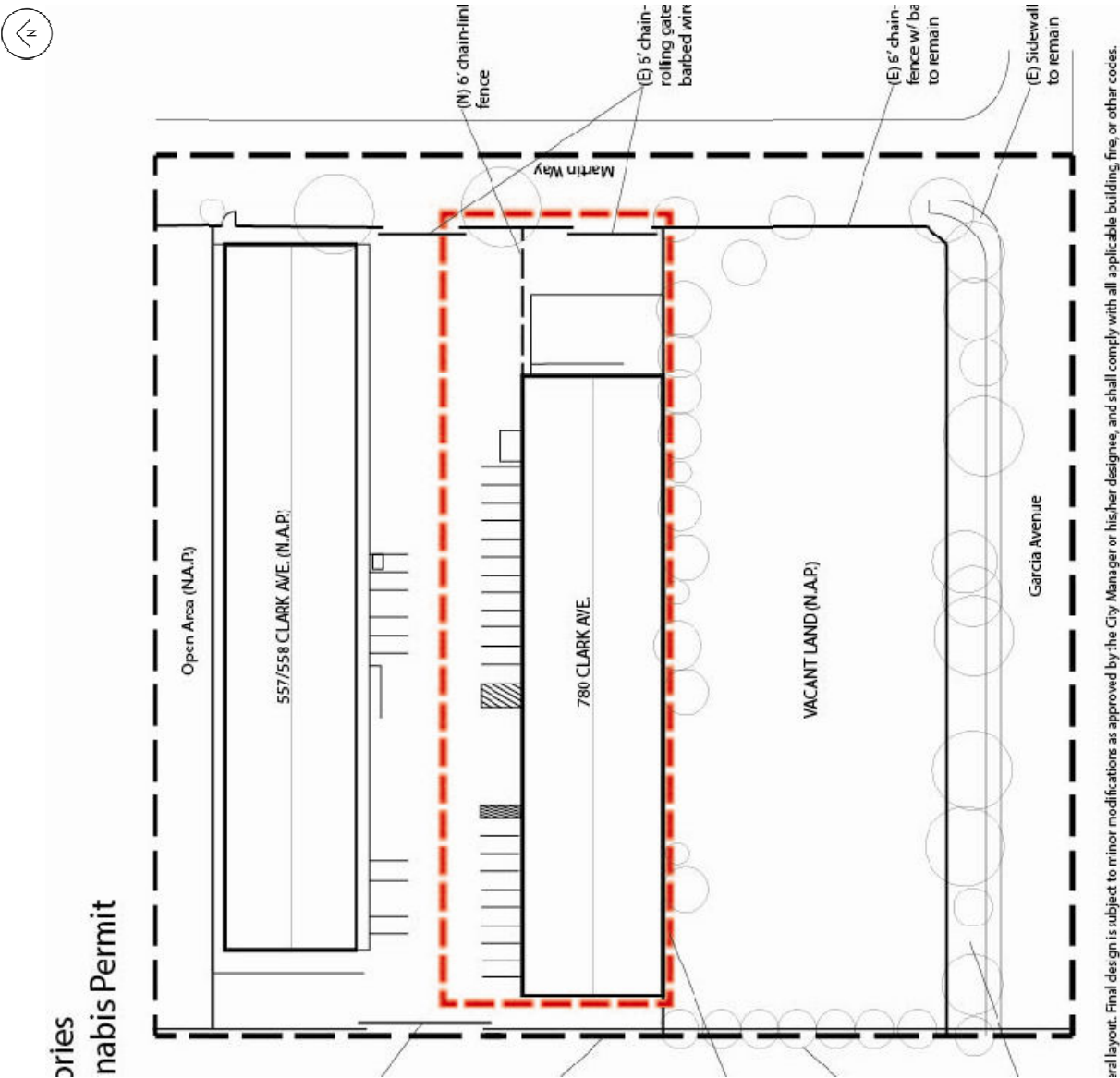
Employees of Licensee listed below are approved as of the effective date of this agreement, and are subject to change. Modifications to this list shall be considered a ‘minor amendment’ pursuant to section 9.2 of this agreement, and as such, may be approved by the prior written consent of the City Manager.

Name	Title/Position
Arreola, Elizabeth	Quality Analyst
Arteaga, Enrique C	Microbiologist
Asher, William R	Mechanic
Ausplund, Kelly J.	Senior Quality Assurance Analyst
Banales, Leticia	Assembly Operator
Becerra, Lilia	Planning and Logistics Manager
Becerra, Silvia	Quality Analyst
Cantillo, Maria Isabel	Quality Analyst
Cebuano, Oscar M.	Lead Mechanic
Contreras, Maria R.	Assembly Operator
Diaz Procopio, Maria	Assembly Operator
Digal, Ian S.	Lead Manufacturing
Digal, Joseph B.	Manufacturing
Dolor, Cris Sheryl P.	QC Manager
Espinoza, Eduardo	Manufacturing Compounder
Esqueda, Elizabeth M	Assembly Operator
Finlez, Mauro	Production Manager
Flores, Maria Del Refugio	Packaging Supervisor 1st Shift
Garcia Jr., Joe	701 Warehouse Supervisor
Gaytan, Maria A.	Assembly Operator
Gomez, Felipe	Assistant Compounder
Hamada, Alito	Microbiologist
Harper, Lisa M.	Quality Analyst
Hartman, Jeffrey J	Engineering Manager

Hernandez, Esmeralda	Assembly Operator
Hernandez, Rosa E	Assembly Operator
Honey, Sarah M	Customer Service Manager
Iniguez, Karina	Quality Analyst
Jimenez Garcia, Miriam P.	Quality Analyst
Khan, Faheem	701 Warehouse
Khedr, Mohamed M.	701 Warehouse
Lozano, Rodrigo	Assistant Compounder
Luna Morales, Guadalupe L.	Backup Packaging Lead - 2nd
Lyles, Amye	Purchasing
Martinez, Humberto G.	Manufacturing Compounder
Masinas, Darline L	Customer Service Specialist
McKinnon, Dennis A	Plant Engineer
Navarro Martinez, Alexis R.	Mechanic
Navarro, Gregory D	Line Worker
Ngo, Tung	Associate Director of PR&D
Pena, Laura Esther	Production Supervisor 1st
Perez, Kristina Navarro	Supervisor of Quality Assurance
Pulido, Maria Del Refugio	Laboratory Assistant
QuispeCalixtro, Miriam	Assembly Operator
Raygoza, Zoila	Assembly Operator
Rincon Luna, Yazmin Sendi	Assembly Operator
Rivera, Maria Rosario	Assembly Operator
Robinson, Sharon K	Documentation
Rodriguez De Yauger, Maria D.	Assembly Operator
Rodriguez, Martha	Backup Packaging Lead - 1st
Rojo, Mayra C.	Quality Assurance Inspector
Romero De Mora, Claudia M	Assembly Operator
Rubio, Magdalena	Assembly Operator

Silva, Miguel Angel	Lead Lab Tech
Taher, Mohammed	Formulation Scientist
Tan, Andrew P	Quality Control Chemist
Woldeyohanes, SenaitAtlaw	Supervisor of Microbiology
Yep, Benjamin B	Formulation Scientist
Zambrano, Maria T	Assembly Operator
Zamora, Miriam	Production Supervisor 2nd

EXHIBIT D: Site and Floor Plans



aries
nabis Permit

Final layout. Final design is subject to minor modifications as approved by the City Manager or his/her designee, and shall comply with all applicable building, fire, or other codes.



laboratories
Cannabis Permit

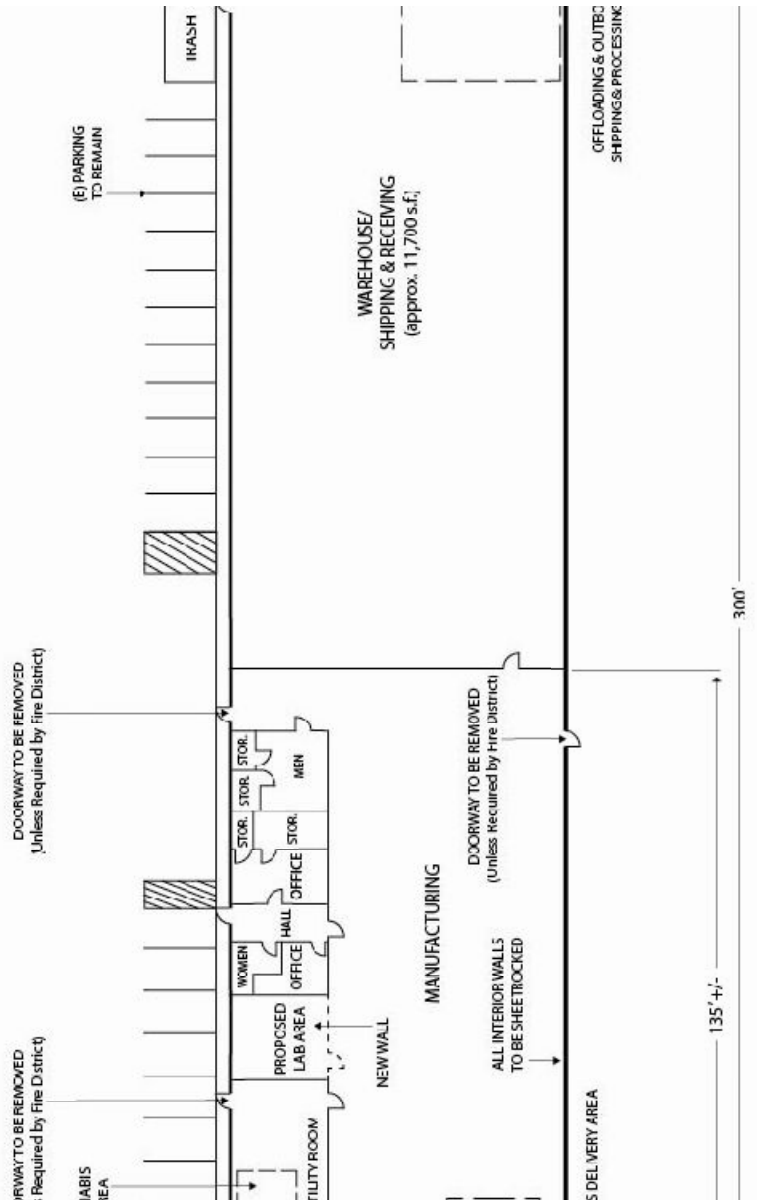


EXHIBIT E: Chemical Usage

Chemical	Volatile/Non-Volatile
Flavor	Volatile
Sweeteners	Non-Volatile
Vitamins	Non-Volatile
Minerals	Non-Volatile
Preservatives	Non-Volatile
Active Ingredients	Non-Volatile
Stabilizers	Non-Volatile
Color	Non-Volatile
CBD	Non-Volatile
THC	Non-Volatile
Botanical Extracts	Non-Volatile
Oils	Non-Volatile
Surfactants	Non-Volatile
Emulsifiers and Waxes	Non-Volatile
Gelling Agents	Non-Volatile
Cosmeceutical Actives	Non-Volatile
Fragrances	Volatile
Acids/Bases	Volatile
Organic Solvent	Volatile

EXHIBIT F: Manufactured Products

The table below is an exclusive list of products, including end-uses of each product, that will be manufactured by Licensee at the Business. Licensee agrees that no other cannabis derived products will be manufactured at the Business, other than those that appear on the table below. Licensee's manufacturing of a cannabis derived product that is not on the table below shall result in an automatic termination of this Agreement, and automatic revocation of their corresponding Commercial Cannabis Permit(s).

Products listed below are approved as of the effective date of this agreement. Changes to the list below shall be considered a "Major Amendment." Approval of any Major Amendment shall require a noticed hearing and must be authorized by formal action of the City Council.

Product Name	Type of Product (oil, edible, etc.)/End Use of Product
CBD/THC Topical Pain Cream	Cream/Topical
CBD/THC Topical Pain Lotion	Lotion/Topical
CBD/THC Topical Pain Serum	Serum/Topical
CBD/THC Topical Spray	Spray/Topical
CBD/THC Topical Ointment	Ointment/Topical
CBD/THC Topical Massage Oil	Massage Oil/Topical
CBD/THC Vape	Vape for E-Cigarettes
CBD/THC Topical Gel	Gel/Topical
CBD/THC Topical Patch	Patch/Topical
CBD/THC Topical Balm	Balm/Topical
CBD/THC Suppository	Suppository
CBD/THC Tincture	Tincture/Oral dosage
CBD/THC Therapeutic Shampoo	Hair Shampoo/Topical
CBD/THC Therapeutic Conditioner	Hair Conditioner/Topical
CBD/THC Lip Balm	Lip Balm/Topical
CBD/THC Personal Lubricant	Personal Lubricant
CBD/THC Scalp Treatment	Scalp Treatment/Topical

CBD/THC Sleep Aid	Oral - Medical
CBD/THC Calming Aid	Oral - Medical
CBD/THC Pain Relieve	Oral - Medical
CBD/THC Anti-Nausea	Oral - Medical
CBD/THC Anti-Inflammatory	Oral - Medical
CBD/THC Appetite Booster	Oral - Medical
CBD/THC Anti-Anxiety	Oral - Medical
CBD/THC Heart Health	Oral - Medical

EXHIBIT G: Security Plan

The following requirements shall be completed prior to commencing manufacturing of cannabis products, unless otherwise noted.

General Provisions:

- A. All necessary steps shall be taken to minimize incidents of theft, vandalism, or any other instances stipulated by the Chief of Police that adversely impact the safety of the community. Should the business necessitate an increased police presence, the Chief of Police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police. Any such additional measures required by the Chief of Police shall be at the business owner's sole expense.
- B. The total amount of concentrated THC stored shall not exceed ten (10) kilos at any one time. In the event THC concentrate is mixed with an approved carrier agent, the applicant shall maintain records showing the THC concentration of the liquid and its calculated weight.
- C. All inventory, testing, usage, or other logs shall be made available to the Pittsburg Police Department or Pittsburg City Manager upon request.

Fencing:

- D. All existing chain-link fencing surrounding the entire parcel housing the 780 Clark Avenue location shall be properly maintained and finished with vinyl privacy slats. All fencing shall meet the requirements of Pittsburg Municipal Code (PMC) Title 18, "Zoning" as applicable. Licensee shall be responsible for obtaining all necessary permits from the City of Pittsburg Community Development Agency prior to installation.
- E. Licensee shall install a minimum six (6) foot tall fence extending from the northeast corner of the existing building to the existing fence along Martin Way. This fence, as well as the fence extending from the southeast corner of the building to Martin Way, shall be finished with barbed wire and vinyl privacy slats.
- F. The existing gates located along the western property boundary and adjacent to the southwest corner of the building at 780 Clark Avenue shall remain locked at all times. If required, the Licensee shall provide a Knox Box approved by the Contra Costa County Fire Protection District.

Building Improvements:

- G. All cannabis concentrate shall be stored in a secure facility as shown in Exhibit D. The secure area shall remain locked at all times, and shall be accessible only by those individuals identified within Exhibit B.
- H. Licensee shall install a secure partition wall between the production room and truck loading area at the 780 Clark Avenue location. Licensee shall be responsible for obtaining all necessary permits from the City of Pittsburg Community Development Agency prior to installation.
- I. Licensee shall eliminate all exterior doors of the building at 780 Clark Avenue not required for emergency egress, as determined by the California Building Code, California Fire Code, or any other applicable, local, state, and federal codes.
- J. Licensee shall install an additional secure barrier along the interior walls and roof of the Manufacturing, Utility, and Lab areas, as identified within Exhibit D, at a minimum. The final design and extent of the barrier shall be subject to approval by the Police Department prior to issuance of a building permit.

Security System: The following requirements shall apply to all locations identified within section 3.1 of this Agreement, unless otherwise noted.

- K. All facilities shall be alarmed with a professionally installed and maintained and centrally-monitored security system, and monitored by an alarm company properly licensed by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with California Business & Professions Code § 7590 et seq. and whose agents are properly licensed and registered under applicable law. Notice of the triggered alarm shall be sent to the Police Department.
- L. The Licensee shall provide for the installation of 24-hour security surveillance cameras of at least high definition (HD) quality to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the Police Department.
- M. The Licensee shall ensure the retention of 24-hour surveillance camera footage for a minimum of sixty (60) days. All surveillance camera footage shall be made immediately available to the Chief of Police or the Chief of Police's designee, or to any other state or local law enforcement, upon request.
- N. Use of commercial-grade, non-residential locking mechanisms and access card readers shall be required at all points of ingress and egress to and from the exterior of the building, as well as to and from any areas where cannabis or cannabis products are stored.

- O. Sensors shall be installed to detect entry and exit from all secure areas.
- P. The Licensee shall provide the Chief of Police building schematic plans (which shall be kept confidential) showing, at a minimum:
 - a. all interior and exterior windows, doorways, and skylights;
 - b. how all rooms/areas within the building will be used (e.g. storage, testing, office, etc.); and
 - c. locations of all security apparatus, including but not limited to, glass break sensors, cameras, and window bars, or other security apparatus.
- Q. The applicant shall submit a final design/scope-of-work of the security system to be installed, which shall be approved by the Chief of Police. The final security system plan shall include, but is not limited to, the following features:
 - a. Visibility at all times of the entirety of all sides of each location not adjacent to a separate tenant space.
 - b. Replacement of all existing exterior analog cameras with HD 2.1 digital 180 degree cameras.
 - c. Replacement of all existing interior analog cameras with HD 2.1 digital 180/360 degree cameras.
 - d. Placement of additional HD 2.1 digital 180/360 degree cameras to cover all potential ingress and egress to and from the exterior of the building.
 - e. Installation of an access card reader(s) at all exterior doorways, gates, and secure rooms where cannabis and cannabis products may be stored, including but not limited to:
 - i. All entries in/out of the laboratory;
 - ii. All doorways between the laboratory and adjacent offices;
 - iii. The fenced, secure storage area within the warehouse; and
 - iv. Entry gate along east side of property.
 - f. Placement of sensors and/or steel mesh above all rooftop skylights.
 - g. Placement of motion detectors throughout the warehouse.
- R. All facilities shall maintain adequate exterior lighting in the parking areas and entry/exit points.

Background Checks/Disqualifying Convictions:

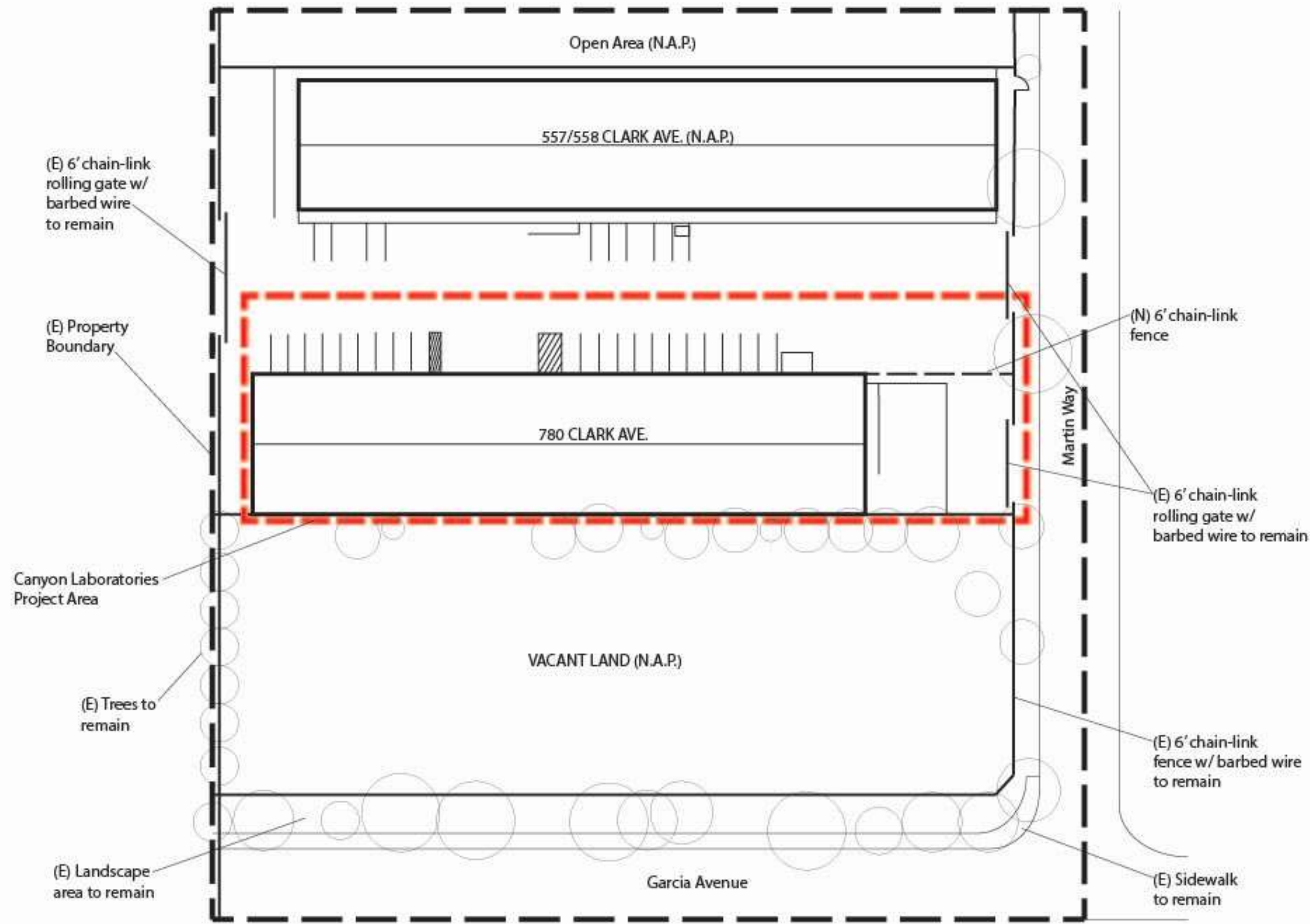
- S. The Commercial Medical Cannabis Permit holder(s), their business operator(s), and all employees shall be subject to background search by the California Department of Justice (DOJ) and local law enforcement. At the City's discretion, the Police Department may conduct a background search of any Commercial Medical Cannabis Permit holder, their business operators, and employees.

- T. Commercial medical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code section 667.5(c) and section 1192.7(c), or a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

Operation:

- U. All cannabis and cannabis products not being manufactured or tested shall be stored in a secure room(s) which are only accessible by card reader entry. Access to these rooms shall be limited to responsible parties and employees listed in Exhibit B of this agreement. All card entries shall be logged for a minimum of sixty (60) days and made available to the Pittsburgh Police Department upon request.
- V. At least one person listed as a “responsible party,” in Exhibit B of this agreement shall be “on-call” at all times in case of incidents of theft, vandalism, or any other instances stipulated by the Chief of Police that require immediate notification by the Police Department. Upon any incidents of theft, vandalism, or any other instances stipulated by the Chief of Police, a “responsible party,” as listed in Exhibit B of this agreement, shall notify the Police Department immediately.
- W. All cannabis deliveries to the site shall adhere to the following protocol:
- a. All delivery vehicles shall pull into the building at 780 Clark Avenue via the roll-up door at the southwest corner of the project site;
 - b. The roll-up door shall be closed before the cargo area of the delivery vehicle is opened;
 - c. All cannabis shall be taken directly to the secure storage area and inventoried.
- X. All cannabis deliveries to and from the sites shall comply with section 4.5 of this agreement.

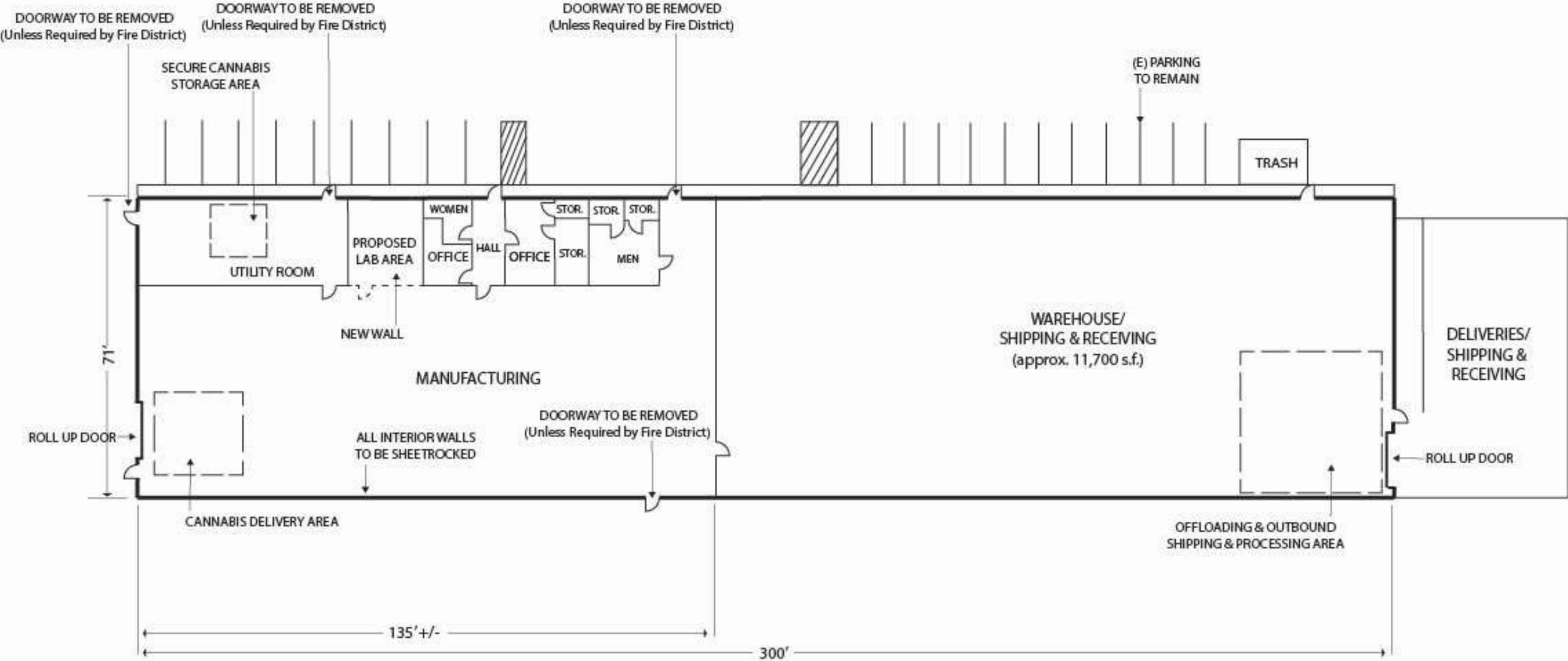
Canyon Laboratories
Commercial Cannabis Permit



*This plan is intended to provide a general layout. Final design is subject to minor modifications as approved by the City Manager or his/her designee, and shall comply with all applicable building, fire, or other codes.

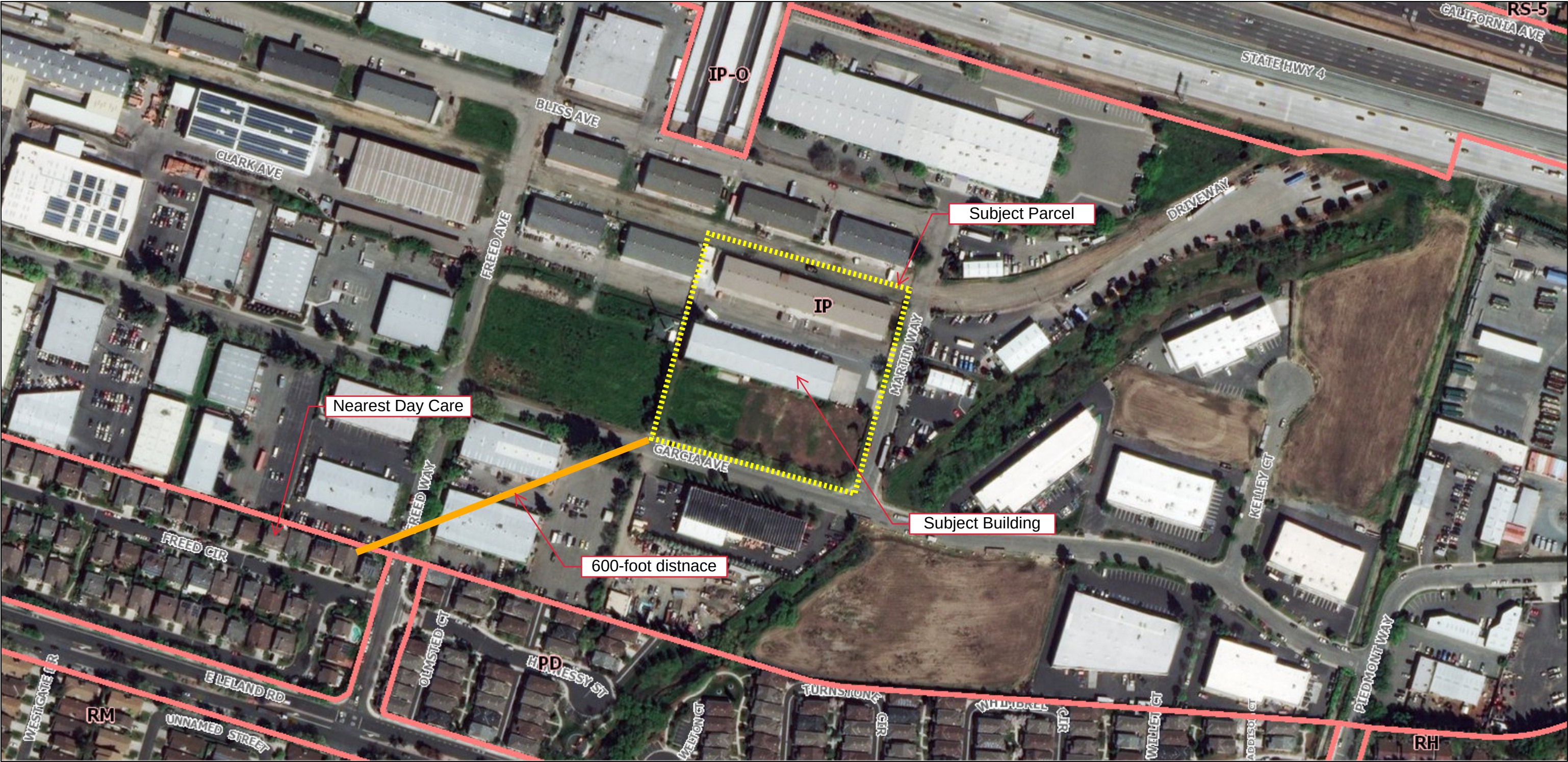
Canyon Laboratories
Commercial Cannabis Permit

ATTACHMENT 3b
Floor Plan
(N.T.S.)

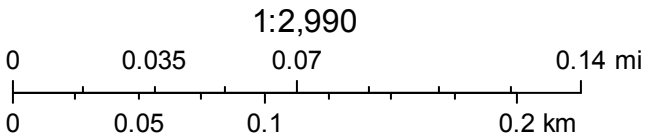


*This plan is intended to provide a general layout. Final design is subject to minor modifications as approved by the City Manager or his/her designee, and shall comply with all applicable building, fire, or other codes.

Surrounding Land Uses



7/5/2018, 3:26:05 PM



Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



City of Pittsburg

Community Development Department – Planning Division

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

NOTICE OF PUBLIC HEARING

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

DATE: July 16, 2018
TIME: 7:00 p.m.
PLACE: City Council Chamber at City Hall
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Consideration of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Canyon Laboratories, AP-18-1346.

This is a public hearing on a request by Canyon Laboratories, Inc., for City Council approval of: 1) commercial cannabis permits to allow for advanced manufacturing and distribution of medical and nonmedical cannabis products at 780 Clark Avenue (Assessor's Parcel No.: 088-250-050); and 2) an operating agreement between the City and the applicant.

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

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

Where can I get more information about this project?

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

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

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

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


ALICE E. EVENSON, CITY CLERK for
CITY OF PITTSBURG

**CITY OF PITTSBURG
CITY COUNCIL MEETING MINUTES**

DATE: June 8, 2018

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Mayor Longmire called the meeting of the City Council to order at 10:00 A.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

AUDIENCE REMARKS

There were no audience remarks on items on Closed Session.

CLOSED SESSION

At 10:02 A.M. the City Council convened in Closed Session for the following item:

1. PUBLIC EMPLOYMENT (Pursuant to Section 54957):

City Attorney

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

ADJOURNMENT

The City Council meeting was adjourned at 3:34 P.M. to June 18, 2018.
Respectfully submitted,

Alice E. Evenson, City Clerk

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

DATE: June 18, 2018

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Mayor Longmire called the meeting of the City Council to order at 7:30 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:30 for Closed Session for the following items:

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

Property: 444-446 Railroad Avenue Master Lease; Successor Agency (tenant)
Negotiators: Joe Sbranti, Garrett Evans, and Maria Aliotti; Negotiating Parties: Jason and Lisa Greigo (landlord); Under negotiation: both price and terms of payment

Property: 444-446 Railroad Avenue SubLease; Successor Agency (landlord)
Negotiators: Joe Sbranti, Garrett Evans, and Maria Aliotti; Negotiating Parties: Johnny Khalilieh (La Veranda Ristorante - tenant); Under negotiation: both price and terms of payment

Property: 385 East 3rd Street (APN – 073-010-005), 389 East 3rd Street (APN – 073-010-004), East 3rd Street (APN – 073-010-003), and 495 East 3rd Street (APN – 073-010-002); Negotiators: Joe Sbranti, Garrett Evans, and Maria Aliotti; Negotiating Parties: MWF Holdings, LLC, a Delaware limited liability company; Under negotiation: both price and terms of payment

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

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

One (1) case

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

One (1) case

4. PUBLIC EMPLOYMENT APPOINTMENT (Pursuant to Section 54957):

City Attorney

5. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Section 54957.6):

Agency designated representatives: Joe Sbranti, Garrett Evans, Stacy Shell;
Employee organization: AFSCME Miscellaneous A; AFSCME Management/Professional/Confidential; Teamsters Local 856

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

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Captain Albanese led the Pledge of Allegiance.

PRESENTATIONS

MCE Update

Marcela Vasquez of MCE presented an update in the effort to enroll participants in the program.

CITY MANAGER'S REMARKS

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

CITIZENS REMARKS

Jim Huntze, Contra Costa Fire, updated the Council on recent incidents.

Brigitte Nichols, Pittsburg, asked for assistance with the issue of idling trucks and diesel fuel at a tire company adjacent to the mobile home park where she lives.

Sarah Foster, Pittsburg, congratulated the Pittsburg Police Department on their Proposition 56 grant award of \$282,068.

PITTSBURG POWER COMPANY MEETING

PUBLIC HEARING

9. Adoption of a Pittsburg Power Company Resolution to Approve Fiscal Year 2018-2019 Island Energy Electric and Natural Gas Rate Schedules for Electric and Natural Gas Retail Services on Mare Island

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

On motion by Member Killings, seconded by Member Craft to adopt and carried unanimously.

CITY COUNCIL MEETING

PUBLIC HEARING

Member Craft stated she would recuse herself from the next item due to her financial interest. She left the dais at this time.

10. Adoption of a City Council Resolution Amending the Community Development Block Grant 2018-2019 Annual Action Plan Previously Approved by the City Council

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

On motion by Member Killings, seconded by Vice Mayor Evola to adopt and carried by the following vote:

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

Member Craft returned to the dais at this time.

11. Adoption of a City Council Resolution Amending the Health and Safety Element of the General Plan to Incorporate the 2017 Hazard Mitigation Plan, AP-18-1332 (GP)

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

On motion by Vice Mayor Evola, seconded by Member Banales to adopt and carried unanimously.

12. Introduction and Waive First Reading of an Ordinance Amending the City's Regulations for Massage Establishments, AP-18-1335 (RZ)

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

On motion by Member Killings, seconded by Member Banales to introduce and waive first reading of the ordinance and carried unanimously.

CONSIDERATION

13. Adoption of a City Council Resolution Supporting Changes to the Governing Structure of Eastern Contra Costa Transit Authority Board of Directors

On motion by Vice Mayor Evola, seconded by Mayor Longmire to deny the resolution to adopt and carried unanimously. Council also directed staff to convey this decision to the other members of the JPA.

14. By Minute Order, Select Commission Appointments to Vacancies on the Planning Commission and Community Advisory Commission

On motion by Mayor Longmire, seconded by Vice Mayor Evola to appoint Sarah Foster to the Planning Commission and carried unanimously.

On motion by Member Craft, seconded by Member Banales to appoint James Coniglio to the Planning Commission and carried unanimously.

On motion by Member Banales, seconded by Member Killings to appoint Wolfgang Croskey to the Planning Commission and failed by the following vote:

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

On motion by Mayor Longmire, seconded by Member Craft to appoint J. Faye Fields to the Planning Commission and carried by the following vote:

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

On motion by Member Craft, seconded by Mayor Longmire to appoint the following to the Community Advisory Commission and carried unanimously:

- 1) Tasharie Amaral
- 2) Greg Logaburn
- 3) Patt Young

CONFLICT OF INTEREST STATEMENT

Member Craft stated she would recuse herself from Items 19 and 21 on the Consent Calendar due to her financial interest.

City Manager Sbranti asked that Item 28 be pulled for discussion.

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

On motion by Member Banales, seconded by Vice Mayor/Chair Evola to adopt without Item 28 and carried unanimously.

15. Minutes of June 4, 2018
16. Adoption of a GHAD II Resolution for Approval of the Budget for Fiscal Year 2018-19 for the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) and Appropriation of Funds for Fiscal Year 2018-19
17. Adoption of a Pittsburg Arts and Community Foundation Resolution to approve the Budget for Fiscal Year 2018-19 Appropriation of Funds for Fiscal Year 2018-19 and accept the 5-Year Financial Plan
18. Adoption of a Pittsburg Power Company Resolution to Approve the 2017 Annual Power Source Disclosure Report to the California Energy Commission
19. Adoption of a Pittsburg Power Company Resolution Approving a Consultant Agreement with Dunbar and Associates
20. Adoption of a Pittsburg Power Company Resolution for Approval of the Budget for Fiscal Year 2018-19 for the Pittsburg Power Company and Appropriation of Funds for Fiscal Year 2018-19
21. Approving a City Council Resolution and Pittsburg Power Resolution Authorizing the City of Pittsburg to Enter into an Agreement with Craft Community Care Center, Inc. Doing Business as Success Through Self Academy
22. Adoption of a City Council Resolution Authorizing the City Manager or his Designee to Execute Agreements for the Provision of Supplemental Law enforcement Services for Certain Special Events and Occurrences
23. Adoption of a City Council Resolution Establishing the Appropriations Limit for the 2018-19 Fiscal Year in Accordance with Proposition III and Article XIII (B)
24. Adoption of a City Council Resolution to Establish and Impose a City of Pittsburg Marijuana Business Tax of Ten Percent (10%) On Marijuana Businesses' Gross Receipts
25. Adoption of a City Council Resolution to Award Contract for Investment Advisory Services to Chandler Asset Management
26. Adoption of an Ordinance Approving a Zoning Map Amendment and Development Agreement for the Liberty Residential Subdivision, AP-17-1229 (GP, RZ, SUBD, DA, DR, TRP)
27. Adoption of a City Council Resolution Authorizing Separate Consultant Service Agreements with JML Planning and LSA Associates, Inc. for the Making Waves Academy

Project

29. Adoption of an Ordinance Amending Chapter 8.04 Rubbish Removal and Disposal

The following item was considered separately.

Member Craft stated she would recuse herself from the discussion regarding Measure M funding due to her financial interest and left the dais at this time.

Staff presented a matrix with proposed changes of the Measure M Committee Recommendation as presented at the June 4 City Council meeting.

Discussion followed as to the desired changes to the allocation.

On motion by Member Killings, seconded by Member Banales to reconfigure the funding allocation, and adopted by the following vote:

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

Member Craft returned to the dais at this time.

28. Adoption of a City Council Resolution for Approval of the City of Pittsburgh's Operating Budget for Fiscal Year 2018-19 and Appropriation of Funds for Fiscal Year 2018-19

On motion by Member Banales, seconded by Member Killings to adopt and carried unanimously.

COUNCIL MEMBER REPORTS/REMARKS

Member Craft attended Celebration for a Cause for the 2018 school year (STS, Open Opportunities, Louis Jones Memorial Scholarship Foundation) where Pittsburgh High School students were awarded scholarships.

Mayor Longmire announced that he would not seek re-election in November.

ADJOURNMENT

The City Council meeting was adjourned at 9:22 P.M. to July 16, 2018.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

DATE: 6/29/2018

TO: Chair and Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution to Enter into a Contract with Contra Costa County Workforce Development Board for the Future Build's Cohort 14 and 15

MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

The Pittsburg Power Company (PPC) desires to enter into a contract (Contract 18-426-0-4) with Contra Costa County Workforce Development Board (WDB) for Future Build's Cohort 14 and 15 for July 1, 2018 through June 30, 2019 for \$200,000.

FISCAL IMPACT

PPC was awarded a twelve-month, \$200,000 contract from WDB which will be used to reimburse PPC for payments made for efforts associated with the Future Build Program, Project No. 5906-2199. No City general funds are used to operate Future Build.

The approved Future Build budget for fiscal year 2018-2019 is \$413,492 which includes the \$200,000 from WDB along with other various grants received and revenue from services provided.

RECOMMENDATION

PPC Board adopt the Resolution for Contract 18-426-0 for Cohort 14 for July 1, 2018 through December 31, 2018 and Cohort 15 for January 1, 2019 through June 30, 2019. It is recommended that the Executive Director be authorized to take any and all administrative actions to ensure that the funds are utilized appropriately by Future Build.

BACKGROUND

Future Build is a partnership of the PPC, WDB, Pittsburg Adult Education Center (PAEC), Environmental Protection Agency (EPA), Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, San Francisco

Foundation, Y & H Soda Foundation, Rubicon, and Open Opportunities, Inc. (OOI) to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort.

Future Build's managing partner and fiscal agent is the PPC. OOI provides case management and day to day program supervision and administration of the skill-based instructional staff. PAEC provides the general academic and life skills instruction. Northern California Laborers provide the solar and safety training. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades. GRID Alternatives provides solar installation training while providing local lower income area residents with free solar panels.

The PPC and WDB have been partnering to provide Future Build training since 2012 and have completed 13 successful cohorts.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

Future Build provides a life changing experience for the trainees that leads to re-engagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training, classroom and laboratory are combined in practical applications in the field. The practical applications can also be referred to as "community benefit projects". Community benefit projects are where the trainees exercise what they have learned by improving facilities in public housing projects, solar installations of homes for low income residents, schools, and public recreational facilities such as parks. Some of Future Build's efforts may be seen at Small World Park, City Park, and Highlands Ranch Park.

PPC desires to enter into Contract Number 18-426-0 for Cohort 14 for July 1, 2018 through December 31, 2018 and Cohort 15 for January 1, 2019 through June 30, 2019, whereby WDB will reimburse PPC up to \$200,000 for Future Build's program. Funding from outside sources such as WDB, EPA, the aforementioned foundations and Rubicon enable PPC to continue Future Build's program and help those individuals interested in a career in the construction and solar industries.

ATTACHMENTS: Resolution

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

Section 2.

The Board hereby approves the Resolution for Contract 18-426-0 for Future Build's Cohort 14 for July 1, 2018 through December 31, 2018 and Cohort 15 for January 1, 2019 through June 30, 2019 and accepts a grant of \$200,000 from WDB.

Section 3.

The Executive Director or his designee is hereby authorized to take such further actions as may be necessary or appropriate to carry out PPC's obligations pursuant to this Resolution and to allocate any additional unanticipated revenue dedicated to Future Build and to execute any future contracts between the County's WDB, or other external funding sources related to PPC's Future Build and its subcontractors.

Section 4.

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

Section 5.

This Resolution shall take effect immediately upon adoption.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwayne "Pete" Longmire, Chair

ATTEST:

Joe Sbranti, Executive Secretary

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number: 18-426-0
Fund/Org: 5608
Account: 2310
Other: W06
CFDA#: 17.258

1. **Contract Identification.**

Department: Employment and Human Services

Subject: Pre-Apprenticeship Construction Program for Workforce Innovation and Opportunity Act (WIOA)
Eligible Clients

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Pittsburg Power Company

Capacity: Public Entity

Address: 65 Civic Avenue, Pittsburg, CA 94565

3. **Term.** The effective date of this Contract is July 1, 2018. It terminates on June 30, 2019 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed
\$ 200,000.00.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

N/A

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number: 18-426-0
Fund/Org: 5608
Account: 2310
Other: W06
CFDA#: 17.258

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

California Government Code section 26227

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A Name of business entity: Pittsburg Power Company, a Public Entity	Signature B Name of business entity: Pittsburg Power Company, a Public Entity
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.)

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number: 18-426-0

ACKNOWLEDGMENT

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)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

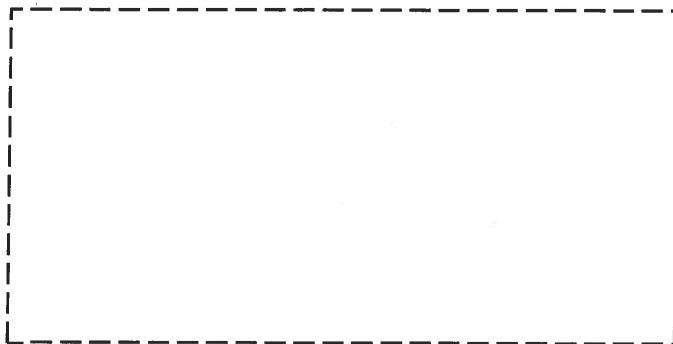
personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: ASnap
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

Number 18-426-0

1. **Payment Basis.** Subject to the Payment Limit, payments to Contractor for all services provided for County under this Contract shall only be for allowable costs that are actually incurred in the performance of Contractor's obligations under this Contract.

2. **Payment Amounts.** Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, County will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
[Check one alternative only]

- ☐ a. \$ monthly, or
☐ b. \$ per unit, as defined in the Service Plan, or
☒ c. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" included in the Service Plan.
☐ d. As set forth in Paragraph 1. of the Service Plan.

3. **Allowable Costs.** Contractor's allowable costs are only those which are determined in accordance with:

[Check applicable alternative]

- ☒ a. Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs.
- ☐ b. Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder; and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth in the Service Plan for determining the allowability of selected items of costs of providing the services. Place a checkmark next to the applicable subsection.
- ☐ (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
- ☐ (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).
- ☐ (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.
- ☐ (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).
- ☐ (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.

Initials: _____
Contractor County Dept.

PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

Number _____

- ☐ c. Part IV Department of Labor, Employment and Training administration, 20 CFR Part 674, Section 674.402 and any amendments thereto; and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto.
4. **Payment Demands.** Contractor shall submit written demands on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 2. (Payment Amounts) above.
5. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 4. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
6. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
7. **Cost Report and Settlement.** No later than forty-five (45) days following the termination of this Contract, Contractor shall submit to County a cost report in the form required by County, showing the allowable costs that have actually been incurred by Contractor under this Contract. If the cost report shows that the allowable costs actually incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the payment limit of this Contract, County will remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract payment limit. If the cost report shows that the payments made by County exceed the allowable costs actually incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
8. **Audits.** The records of Contractor may be audited by the County, State, or United States government, in addition to any certified cost report or audit required by the Service Plan. Any certified cost report or audit required by the Service Plan shall be submitted to County by Contractor within such period of time as may be expressed by applicable state or federal regulations, policies or contracts, but in no event later than 18 months from the termination date of this Contract. If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then Contractor shall pay County within 30 days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract payment limit.

Initials: _____
Contractor County Dept.

PAYMENT PROVISIONS
(Cost Basis Contracts - Long and Short Form)

Number _____

9. **Audit Exceptions.** In addition to its obligations under Paragraph 8. (Audits) above, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

I. Purpose

This Service Plan sets forth the respective responsibilities of Pittsburg Power Company (Contractor) and the Contra Costa County Employment and Human Services Department (EHSD or County) on behalf of the Workforce Development Board of Contra Costa County (WDBCCC) to manage and implement a pre-apprenticeship construction program targeting low-income underserved individuals in East Contra Costa County (Program). This Contract was awarded through Request for Proposal (RFP) #1160.

II. Contractor Obligations

- A. **Program Regulations.** Contractor shall administer and operate a pre-apprenticeship construction program for individuals that meet the criteria for Workforce Innovation and Opportunity Act (WIOA) Adult eligibility as outlined in the WIOA legislation of 2014 and provide effective programmatic and administrative oversight of same.
- B. **Program Overview.** Contractor's service activities during the period of this Contract will focus on providing services to individuals with barriers to employment who are interested in developing practical job and life skills to better equip them to succeed in their educational and career endeavors. Contractor will provide eligible participants who encounter multiple barriers to employment with a network of services and support that facilitate access to and success in academic and career preparation.
- C. **Project Management.** Elements shall include:
1. Working with key partners to complete training design details that address high school credit deficiencies, GED preparation, and pathways to post-secondary options including Registered Apprenticeships. These key partners will be identified by either the Contractor, or the WDBCCC, and as new partnerships evolve through programmatic development.
 2. Adoption and integration of the Building Trades Multi-Craft Core Curriculum (MC3) into Program design and delivery.
 3. Adhering to the terms of the signed Memorandum of Understanding (MOU) between the Building Trades Council and Contractor for use of MC3.
 4. Establishing collaborative processes among partnering entities.
 5. **Service Levels.** Contractor will continue to serve existing WIOA enrolled participants and enroll and serve a minimum of forty (40) new WIOA eligible adult participants (target age 18-30 years old) in East Contra Costa County. Only enrolled participants engaged in legitimate WIOA activities will count toward service levels.
- D. **Service Elements.** Contractor shall provide the following services to all eligible participants served under this Contract. Direct Service Elements shall include:
1. Recruitment of participants and related, outreach, and orientation.

2. Eligibility determination and enrollment in the Program of at least forty or more (40+) individuals, who are receiving public assistance or otherwise meet eligibility requirements under the WIOA Adult definition.
3. Objective Assessment of each participant's academic level, skill levels, employment barriers and service needs. The assessment should include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, and developmental needs. Contractor will conduct pre-employment and post-employment assessments using the tools designated by local, state, and federal policy. Contractor must use assessment tools approved by the Department of Labor (DOL), the California Employment Development Department (EDD) and/or the WDBCCC.
4. Individual employment plans that identify an employment and an educational goal.
5. Provision of sixteen (16) week pre-apprenticeship training courses to all eligible participants in the building trades, solar theory, construction and installation.
6. Delivery of the full-scope of the MC3.
7. Classroom training combined with on the job training/work-based learning resulting in the opportunity for participants to earn industry-recognized certificates.
8. Training that follows the 75/25 approach for instruction: student will be engaged in hands-on learning 75% of the time and 25% of the time will be in lecture, group discussion or workbook exercises.
9. Practical hands-on work will be provided by supervised on-site work at various East County locations providing a community benefit.
10. Training referrals including basic skills remediation, General Equivalency Diploma (GED) preparation, contextualized English as a second Language (ESL), if not directly provided by the Program.
11. Educational and pre-vocational services that prepare individuals to meet the entry requisites of one or more Registered Apprenticeship programs, job search seminars and job development workshops.
12. Employment referrals.
13. Job placement and tracking.
14. Supportive services such as transportation assistance, childcare assistance, work-related tools, or any other supportive service that is allowable under WIOA (these services may be provided through referrals).
15. Information and referral services, including resources for additional assessment to all eligible participants regardless of enrollment status. This will include information on services available through local America's Job Center of California (AJCC) Career Centers, Contractor partners, and/or other service providers and referral to appropriate training and educational programs.

16. Post Program follow-up services as appropriate for a minimum of one (1) year including provision of support services, referrals to other resources, employment retention services, and additional job search assistance.

E. Reporting Requirements.

1. **Management Information System Information/Tracking.** Contractor shall create and maintain a case file for every WIOA Program participant, which shall include information on and documentation required by WIOA, EDD or the WDBCCC. Contractor will use the CalJOBS System (electronic case management system) to record all Program activities, services and outcomes. Contractor will make sure participant information in the CalJOBS System is current and accurate at all times.
2. **Presentation to the Board.** Contractor shall present an in-person report to the WDBCCC Full Board or to an appropriate Committee, as determined by WDBCCC, at least once during the Contract term.
3. **Monthly Reports.** A written participant information monthly report summarizing the previous month's services/activities will be provided to WDBCCC staff no later than the 20th of the following month:
 - i. Number of active enrollments;
 - ii. Number of participants receiving follow-up services;
 - iii. Documentation of referral to partner agencies; and
 - iv. Number of partnerships in place.
4. **Additional Reporting Requirements.** Additional reports may be required by the WDBCCC. Presentation format and timelines for additional reports will be coordinated by WDBCCC staff and Contractor.

F. Partnerships.

1. Contractor shall support current partnerships and seek the development of new partnerships to provide the best possible array of services to participants. Contractor shall participate in the East County Workforce Integration Network (WIN) meetings at least once during the Contract term. WIN is a group of partners committed to working together to create a broader, more integrated, seamless system of workforce services designed to leverage public and private resources, enhance access to WIN member services, and improve long term outcomes for individuals using these services.
2. Contractor shall participate in discussions related to any programmatic re-design with the WDBCCC, the local Building Trades Council, and other partner s to ensure the most effective Program possible.

G. Performance Outcomes.

1. Contractor shall achieve the proposed program Performance Outcomes (reference **Appendix B**). Achievement of 90% of the proposed goal will be considered meeting performance.

- H. This Contract does not establish an exclusive Contract between County and Contractor. The WDBCCC and County expressly reserves all of its rights, including but not limited to the right to utilize others to perform services of the type specified in this Contract.

III. County Obligations

- A. Review Contractor program operations reports, evaluate the use of Contract funds and ability to meet outcome goals and objectives. County may elect to amend this Contract based upon its review of Contractor's program and fiscal operations.
- B. Conduct at least one (1) monitoring visit during the term of this Contract. Visit shall include, but will not be limited to, review of participant files and Contractor fiscal records.
- C. Designate WDBCCC staff to provide technical assistance on programmatic and/or regulatory issues. WDBCCC staff shall respond to Contractor requests for information in a timely manner, not to exceed five (5) business days.

IV. Payment Provisions

- A. The Contract Payment Limit shall not exceed \$200,000.00.
- B. All payments under this Contract must conform to Appendix A, Budget of Estimated Program Expenditures. Specific budget line items may vary up to 10% (one time for the contract term) without prior WDBCCC/County approval. Items that vary more than 10% will require approval from County and the WDBCCC prior to expenditure and not to exceed the total Contract payment limit.
 - 1. This is a cost reimbursement contract and monthly claiming must be accurate and based on actual costs; and at no time are unexpended funds carried over or available beyond the period stated in the contract.
- C. Demands for payment shall be submitted on a monthly basis using County Demand Form D-15. Contractor must submit demands for payment on or before the 20th of the month, and no later than twenty (20) days from the end of the month in which the contracted services upon which such demand is based were actually rendered. Demands submitted after the twenty (20) day deadline will be processed during the following month cycle.
- D. Payment to Contractor shall be linked to timely receipt by County of all appendices noted in this Service Plan, reports required of Contractor under Section II.E. (Reporting Requirements), and Contractor's delivery of service. Contractor agrees to provide satisfactory documentation of participant enrollment and service activities. County retains the right to reasonably withhold payment until it can reconcile expense details with required reports.
- E. Under no circumstances shall Contractor's administrative/indirect costs exceed 10% of the total contract payment limit.
- F. Contractor must send the original signed demands, with the appropriate documentation to the address noted under Paragraph VI. (Authorized Contact Information), below.

V. Additional Provisions

- A. **Monitoring.** Contractor may be visited at any time by County, State of California, DOL, or Agents of these units of government, and others who have a direct concern in administration of WIOA programs. All WIOA participant-related records should be available for review. All program areas will be subject to examination including, but not limited to, review of participant files and applications, and WIOA program financial records and original source documents. WIOA participants may be interviewed to verify eligibility, to ensure compliance with WIOA requirements and to ensure provision of adequate service as prescribed by this Contract. In addition, monitoring may include interviews with employers, supervisors, instructors, and staff of agencies partnering with the Contractor to ensure provision of agreed upon services.
- B. **Corrective Action Notice and Probationary Status.** Contractor agrees to perform in a competent and timely manner all of its obligations under this Contract.
1. If the Contractor fails to properly perform any of its obligations under this Contract, WDBCCC staff shall send a written Corrective Action Notice to the Contractor. The Corrective Action Notice shall list areas of noncompliance and corrective action required to resolve the noncompliance items noted.
 2. No later than fifteen (15) days after mailing of the Corrective Action Notice, Contractor shall submit a written corrective action plan, which shall respond to each of the items of noncompliance identified in the Corrective Action Notice, and state whether the noncompliance has been resolved.
 3. Failure to resolve those items noted in the Corrective Action Notice will result in the following: 1) written notification to the WDBCCC that Contractor failed to comply with the Corrective Action Notice; and 2) a letter indicating the County's intent to terminate the Contract as provided in Paragraph 5 of the General Conditions.

VI. Authorized Contact Information

Both parties agree to use the following contacts for all communication related to this Contract:

Workforce Development Board
Attn: Workforce Services Specialist
300 Ellinwood Way, Suite 300
Pleasant Hill, CA 94523
Telephone: 925-602-6800
Fax: 925-602-6802

Pittsburg Power Company
Administrator
65 Civic Avenue
Pittsburg, CA 94565
Telephone: 831-566-3514

Attachments

Appendix A, Budget of Estimated Program Expenditures

Appendix B, Performance Outcomes Table - Proposed

- I. The contract meets the conditions of a Federal subaward and the Contractor is subject to the Subrecipient provisions in 2 CFR 200.
- II. Definitions:
 - A. CFR means Code of Federal Regulations
 - B. CFDA means Catalog of Federal Domestic Assistance
 - C. Subrecipient -- Title 2 CFR section 200.93
Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
 - D. Subaward -- Title 2 CFR section 200.92
Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
 - E. Pass-through Entity -- Title 2 CFR section 200.74
Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- III. The pass-through entity is the County of Contra Costa.
- IV. The Subrecipient is Pittsburg Power Company.
- V. The Subrecipient's unique identification number is: **179275128**
- VI. If applicable, the Federal Award Date is: **01/01/2018**
- VII. If applicable, the Federal Award Identification Number (FAIN) is: **AA-28305-16-55-A-6**.
- VIII. The Subaward Period of Performance is from: **07/01/2018 to 06/30/2019**.
- IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is: **\$200,000**.
- X. The CFDA Number is: **17.258**
- XI. The Federal Program Title is: **WIOA Adult Prog.**
- XII. The Subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the Subrecipient's budget submitted includes a federally approved indirect cost.
- XIII. The Subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
Workforce Innovation and Opportunity Act of 2014

1. **Compliance.** In performance of this subaward agreement, Contractor or Subrecipient will fully comply with:
 - A. The provisions of the Workforce Innovation and Opportunity Act (WIOA).
 - B. 29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
 - C. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
 - D. Title 2, Code of Federal Regulations (CFR) Part 200 (Office of Management and Budget Guidance) [OMB Guidance].
 - E. Title 2, CFR Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
 - F. The provisions of the Jobs for Veterans Act (38 USC § 4215 (a)) as the law applies to Department of Labor (DOL) job training programs.
 - G. Contractor or Subrecipient will ensure diligence in managing programs under this subaward agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.
2. **Nondiscrimination Clause:** As a condition to the award of financial assistance from the DOL under Title I of WIOA, the Contractor or Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - A. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - B. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - C. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - D. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - E. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

SPECIAL CONDITIONS
(Purchase of Services – Long Form)
Workforce Innovation and Opportunity Act of 2014

The Contractor or Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's or Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor or Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor or Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

3. **Drug-Free Workplace Requirement:** Contractor or Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- 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.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - 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; and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed subaward agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the subaward agreement.
- D. Failure to comply with these requirements may result in suspension of payments under this subaward agreement or termination of the subaward agreement or both, and Contractor or Subrecipient may be ineligible for award of any future subaward agreements if the Pass-through Entity determines that any of the following has occurred: the Contractor or Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

4. **Additional Assurances**

- A. Contractor or Subrecipient will comply with the provisions of the Hatch Act of 1939, which limit the political activity of certain State and local government employees.
- B. Air/Water Pollution violation certification: Under the State laws, the Contractor or Subrecipient shall not be:
 - 1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

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- 2) subject to cease and desist order not subject to review issued pursuant to the California Water Code §13301 for violation of waste discharge requirements or discharge prohibitions; or
 - 3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- C. Clean Air Act: Contractor or Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
5. **Property Management Requirements.** Contractor or Subrecipient shall comply with applicable requirements established by County or under 2 CFR § 200.310 through 200.316, regarding the ownership, use, and disposition of equipment purchased with WIOA funds. Contractor or Subrecipient shall establish a control system to ensure adequate safeguards to prevent loss, damage, or theft to such property, including equipment. Contractor or Subrecipient shall investigate and fully document any loss, damage, or theft to property.
 6. **Procurement Standards.** The Contractor or Subrecipient must use the methods of procurement in accordance with 2 CFR § 200.320.
 7. **Nepotism.** Contractor or Subrecipient shall comply with the Federal restriction prohibiting nepotism (5 U.S.C. § 3110). Pursuant thereto, Contractor or Subrecipient shall not hire any person in an administrative capacity or staff position funded under this Agreement if a member of the person's immediate family is already employed in an administrative capacity by Contractor or Subrecipient.
 8. **Sectarian Activities.** The Contractor or Subrecipient certifies that this subaward agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the California Constitution, regarding separation of church and state.
 9. **Davis-Bacon Wage Rates.** Contractor or Subrecipient shall comply with applicable regulations of the DOL regarding payment of prevailing wage rates to all laborers and mechanics employed by Contractor or Subrecipient or any subcontractor or Subrecipient in any construction, alteration, or repair, including painting and decorating, of projects, buildings or works which are assisted under this Agreement, in accordance with the Davis-Bacon Act (40 U.S.C. § 3141, et. seq.).
 10. **WIOA Participants Complaints.** Contractor or Subrecipient shall provide a process through which WIOA participants shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
 11. **Debarment and Suspension Certification.** By signing this subaward agreement, the Contractor or Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the

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prospective participant (i.e., Contractor or Subrecipient), to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three-year period preceding this subaward agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
- D. Have not within a three-year period preceding this subaward agreement had one or more public transactions (federal, state or local) terminated for cause of default. Where the Contractor or Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

12. **Lobbying Restriction.** By signing this subaward agreement, the Contractor or Subrecipient hereby assures and certifies to the lobbying restrictions in 2 CFR § 200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- A. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subaward agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subaward agreement transactions over \$100,000 (per OMB) at all tiers (including subaward agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all Contractor or Subrecipients shall certify and disclose accordingly.

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- D. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
13. **Assurance of Non-Duplicative Billing.** Contractor or Subrecipient shall ensure that all amounts billed for services under this Agreement shall not be billed under any other contract that provides the same services to the same clients.
14. **Intangible and Intellectual Property Provisions.**
- Federal Funding
- A. Pursuant to 2 CFR § 200.315, if any subaward, funded in whole or in part by the federal government, acquires the title to intangible property, as defined in 2 CFR § 200.59 as including Intellectual Property, which results directly or indirectly from the subaward, the federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR § 2900.13, Intellectual Property developed under this subaward will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.
- B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- C. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- D. The Federal Government has the right to:
- 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
 - 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- E. Freedom of Information Act (FOIA).
- 1) In response to a FOIA request for research data relating to published research findings produced under a Federal award that were used by the Federal

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Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

2) Published research findings means when:

- a. Research findings are published in a peer-reviewed scientific or technical journal; or
- b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

- a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- b. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

F. Title to intangible property and debt instruments acquired under an award or subaward vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without written approval of the grant officer. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of 29 CFR § 95.36(e).

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15. **Confidentiality Requirements:** The State of California and the Contractor or Subrecipient will exchange various kinds of information pursuant to this subaward agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Contractor or Subrecipient agree that:

- A. Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- B. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- C. The Contractor or Subrecipient agrees that information obtained under this subaward agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 - 1) **Aggregate Summaries:** All reports and/or publications developed by the Contractor or Subrecipient based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - 2) **Publication:** Prior to publication, Contractor or Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - 3) **Minimum Data Cell Size:** The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- D. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

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- E. The Contractor or Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (925) 677-3001. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Contractor or Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Contractor or Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subaward, then the Contractor or Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

- F. The Contractor or Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subaward. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- G. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code, and other applicable local, state and federal laws.
- I. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- J. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information, such as, shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- K. If the Pass-through Entity or Contractor or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Contractor or

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Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor or Subrecipient(s), service providers, or employees.

L. The Contractor or Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Contractor or Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subaward agreement, the confidentiality requirements of this subaward agreement and any other terms of this subaward agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

- 1) All client information submitted over the internet to the subcontractor or Subrecipient's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' Social Security numbers must be stored in a separate database within the subcontractor or Subrecipient's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor or Subrecipient receives client Social Security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, Social Security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor or Subrecipient obtains confidential information as an agent of the Contractor or Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
- 2) Client information (personal information that identifies a client such as name and Social Security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor or Subrecipient's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
- 3) An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor or Subrecipient. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor or Subrecipient's resume-distribution services, or any other services subcontractor or Subrecipient offers to the client or the AJCC Operator.

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- 4) The subcontractor or Subrecipient must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor or Subrecipient offers. The subcontractor or Subrecipient shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's or Subrecipient's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - 5) When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Contractor or Subrecipient. The Contractor or Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.
- M. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

Contra Costa County, Employment and Human Services Department designee is:

CCC-EHSD

Information Security Officer, Information Systems Manager II

300 Ellinwood Way

Pleasant Hill, CA 94523

Telephone: (925) 677-3001

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1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

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5. Termination and Cancellation.

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

Contractor

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10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so

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employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all

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services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice

GENERAL CONDITIONS
(Purchase of Services - Long Form)

requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

- 28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
- 29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

ATTACHMENT A**CONTRACT #18-426-0**

Budget of Estimated Program Expenditures
Pittsburg Power Company
July 1, 2018 - June 30, 2019

Descriptions	Budget	%
Personnel: Direct Service to Participants Case Management; Instructors/Job Developer/Project Manager	\$ 137,678	69%
Operating Expenses: Supplies/Utilities/Rent	\$ 7,976	4%
Training Costs: Classroom Materials/Supplies	\$ 25,300	13%
Other: Insurance/Support Services/Transportation	\$ 29,046	15%
TOTAL	\$ 200,000	100%

Initials: _____
Contractor County Dept.



Attachment D
Performance Outcomes Table - Proposed

Proposed number of Individuals to be served: A minimum of 40

Performance Measure	Definition	Proposed
Employment Rate – 2 nd Quarter After Exit	The percentage of participants who are in unsubsidized employment during the 2 nd quarter after program exit.	85%
Employment Rate – 4 th Quarter After Exit	The percentage of participants who are in employment, education, or training during the 4th quarter after program exit.	85%
Median Earnings – 2 nd Quarter After Exit	The median earnings of participants who are in employment during the 2 nd quarter after program exit.	\$18 ph
Credential Attainment	The percentage of participants enrolled in an education or training program who obtain a recognized credential or secondary diploma/equivalent during participation or within 1 year after program exit.	95%
Measurable Skills Gain	Percentage of participants in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational or other forms of progress towards such a credential or employment.	95%
Effectiveness in Serving Employers	TBD – definition and target to be negotiated at contract award.	
Other: California Driver's License	The percentage of participants who enter the training program without a valid driver's license but who exit the training with one.	95%
Other: Relevant Certifications (related to credential/measurable skills gains)	The percentage of participants who receive all of the possible certifications including OSHA 10, HAZWOPER 40, Construction Math, MC3, PACT, Refinery Safety card, Forklift certification, Solar Technology Certification, Traffic Control, , Emergency Response, and Confined Space Entry	90%



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 22, 2018

Subject: Contract with Pittsburg Power Company

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board, to execute a contract with Pittsburg Power Company, a public entity, in an amount not to exceed \$200,000 for the provision of comprehensive Workforce Innovation and Opportunity Act (WIOA) services to eligible adults in East Contra Costa County for the period of July 1, 2018 through June 30, 2019.

FISCAL IMPACT:

The funds allocated for this contract are 100% from the Federal Workforce Innovation and Opportunity Act.

BACKGROUND:

This board order will authorize the Employment and Human Services Department, on behalf of the Workforce Development Board, to contract with the Pittsburg Power Company for the provision of comprehensive Workforce Innovation and Opportunity Act services to eligible adults in East Contra Costa County (defined as the region from Bay Point to the eastern boundary of the County) as competitively bid in Request for Proposal #1160.

☒ APPROVE ☐ OTHER
☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 05/22/2018 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: May 22, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: Vickie Kaplan, (925)
608-4963

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Adult participants will not receive case management, employment referrals, and job placement services.

CHILDREN'S IMPACT STATEMENT:

This contract supports all of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by assisting individuals with training and employment services to encourage self-sufficiency.



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

DATE: 6/29/2018
TO: Chair and Agency Members
FROM: Joe Sbranti, Executive Director
SUBJECT: Adoption of a Pittsburg Power Company Resolution for the 2018-2019 Consultant Agreement with Open Opportunities Incorporated
MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

Pittsburg Power Company (PPC) is seeking approval for the 2018-2019 consultant agreement (Agreement) with Open Opportunities Incorporated (OOI) in the amount of \$312,000 for the case management and day to day program supervision of the Future Build Program.

FISCAL IMPACT

The Agreement between PPC and OOI will be for the amount of \$312,000. PPC has allocated \$338,492 from its 2018-2019 budget for this Agreement in anticipation of additional expenses. PPC will be receiving a grant from Workforce Development Board (WDB) up to the amount of \$200,000 in FY 2018-2019 which will reimburse PPC's budget.

RECOMMENDATION

PPC Board adopt the Resolution for the Agreement. It is recommended that the PPC Board authorize the Executive Director or his designee to amend future agreements and budgets as required by subsequent contracts and amendments with external funding sources. The Executive Director is authorized to execute other documents and take such further actions as may be necessary or appropriate to ensure that funds are utilized appropriately by Future Build.

BACKGROUND

Future Build is a partnership of the PPC, WDB, OOI, Pittsburg Adult Education Center (PAEC), Contra Costa Building and Construction Trades Council, GRID Alternatives, and Northern California Laborers Training to provide East County residents with 16+ weeks of

pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort.

Future Build's managing partner and fiscal agent is the PPC. OOI provides case management and day to day program supervision and administration of the skill-based instructional staff. PAEC provides the general academic and life skills instruction. Northern California Laborers provide the solar and safety training. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades.

In 2012, PPC and WDB executed contract number 18-290-0 (Contract 18-290-0) for Cohorts 1 and 2 for April 16, 2012 through January 31, 2013. Contract 18-290-0 was subsequently amended, extending and allocating additional funding; Cohort 3 – January 31, 2013 through June 30, 2013, Cohorts 4 and 5 – July 1, 2013 through June 30, 2014, Cohorts 6 and 7 – July 1, 2014 through June 30, 2015, Cohort 8 – July 1, 2015 through December 31, 2015, and Cohort 9 – January 1, 2016 through June 30, 2016; Contract No. 18-380-1 allocated funding to Cohort 10 for July 1, 2016 through December 31, 2016; Contract 18-380-2 allocated funding to Cohort 11 for January 1, 2017 through June 30, 2017; Contract Number 18-380-3 with WDB for Cohort 12 for July 1, 2017 through December 31, 2017; Contract Number 18-380-4 with WDB for Cohort 13 for January 1, 2018 through June 30, 2018.

Rubicon has a contract with Contra Costa County to provide services to low risk, recently released ex-offenders. One of the services offered by Rubicon is referral to Future Build for assessment for possible entry into the Future Build Program. In 2014, Rubicon and PPC entered into an agreement whereby Rubicon's candidates are assessed and those admitted received training through Future Build. Rubicon reimburses PPC for the cost of that training.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

PPC proposes to enter into Contract Number 18-426-0 with WDB for Cohort 14 for July 1, 2018 through December 31, 2018 and Cohort 15 for January 1, 2019 through June 30, 2019. The Agreement will allow OOI to continue providing the Future Build Program with case management and day to day program supervision and administration of the skill-based instructional staff.

Future Build provides a life changing experience for the trainees that leads to re-engagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training (classroom and laboratory) are married to practical applications in the field. The practical applications are community benefit projects where the trainees exercise what they have learned in the classroom and lab by improving facilities in public housing projects and rehabilitating homes for low-income residents, schools, and public recreational facilities such as parks.

ATTACHMENTS: Resolution
Contract for Services

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE PITTSBURG POWER COMPANY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution for the 2018-2019	)	
Consultant Agreement by and between	)	RESOLUTION NO. 18-
Pittsburg Power Company and Open	)	
<u>Opportunities Incorporated</u>	)	

The Pittsburg Power Company DOES RESOLVE as follows:

WHEREAS, the Pittsburg Power Company (PPC) is seeking approval for 2018-2019 consultant agreement (Agreement) with Open Opportunities Incorporated (OOI) for the case management and day to day program supervision of the Future Build Program; and

WHEREAS, the Future Build program is a partnership of the PPC, Workforce Development Board (WDB), OOI, Pittsburg Adult Education Center (PAEC), Contra Costa Building and Construction Trades Council, GRID Alternatives, and Northern California Laborers Training to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort; and

WHEREAS, Future Build's managing partner and fiscal agent is the PPC. OOI provides case management and day to day program supervision of the skill-based instructional staff. PAEC provides the general academic and life skills instruction. Northern California Laborers provide the solar and safety training. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades; and

WHEREAS, in 2012, PPC and WDB executed contract number 18-290-0 (Contract 18-290-0) for Cohorts 1 and 2 for April 16, 2012 through January 31, 2013. Contract 18-290-0 was subsequently amended, extending and allocating additional funding; Cohort 3 – January 31, 2013 through June 30, 2013, Cohorts 4 and 5 – July 1, 2013 through June 30, 2014, Cohorts 6 and 7 – July 1, 2014 through June 30, 2015, Cohort 8 – July 1, 2015 through December 31, 2015, and Cohort 9 – January 1, 2016 through June 30, 2016; Contract No. 18-380-1 allocated funding to Cohort 10 for July 1, 2016 through December 31, 2016; Contract 18-380-2 allocated funding to Cohort 11 for January 1, 2017 through June 30, 2017; Contract Number 18-380-3 with WDB for Cohort 12 for July 1, 2017 through December 31, 2017; Contract Number 18-380-4 with WDB for Cohort 13 for January 1, 2018 through June 30, 2018: and

WHEREAS, PPC proposes to enter into Contract Number 18-426-0 with WDB for Cohort 14 for July 1, 2018 through December 31, 2018 and Cohort 15 for January 1, 2019 through June 30, 2019; and

WHEREAS, PPC has allocated \$338,492 from its 2018-2019 budget for this Agreement in anticipation of additional expenses; and

WHEREAS, PPC anticipates receiving up to \$200,000 from WDB in FY 2018-2019 to reimburse PPC's budget; and

WHEREAS, the Agreement will allow OOI to continue providing case management and day to day program supervision for the Future Build Program.

NOW, THEREFORE, the Pittsburg Power Company does RESOLVE as follows:

Section 1.

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

Section 2.

The Executive Director is hereby authorized to approve the Agreement between PPC and OOI in the amount of \$312,000.

Section 3.

Board hereby authorizes the Executive Director or his designee to amend future agreements and budgets as required by subsequent contracts and amendments with external funding sources. The Executive Director is authorized to execute other documents and take such further actions as may be necessary or appropriate to carry out PPC's obligations pursuant to this Resolution.

Section 4.

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

Section 5.

The Resolution shall become effective immediately upon adoption.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Chair

ATTEST:

Joe Sbranti, Executive Secretary

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2018, between the Pittsburgh Power Company (PPC) and Open Opportunities, Incorporated, a 501c3 Non-Profit Corporation (Consultant).

WITNESSETH:

WHEREAS, this Contract is an extension of the original contract dated April 1, 2012 by and between the PPC and Consultant; and

WHEREAS, the PPC operates the program known as Future Build as memorialized in 2012 by Contract No. 18-290-0 with the Contra Costa County Workforce Development Board (WDB) and its successor amendments including the current contract 18-426-0; and

WHEREAS, the Future Build program will train Workforce Innovation and Opportunity Act (WIOA) eligible people in the construction trades to the pre-apprentice level and in green/energy efficient trades; allow them to gain valuable experience in the industry through a 16-week training program that is recognized by the Home Builder's Institute and the Multi-Craft Core Curriculum (MC3); and

WHEREAS, a goal of the Future Build program is to provide job training within the City and to include energy efficiency retrofit components to existing buildings or work with local employers to hire trainees and graduates to work on new and retrofitted buildings that will incorporate alternative energy upgrades and to provide trained workers for alternative energy projects and area of manufacturing opportunities; and

WHEREAS, the PPC, a municipal utility, is the Fiscal Agent and administrator of Future Build and has the overall management responsibility for its operation. This includes activities prior to training, during training, and after training; and

WHEREAS, Consultant is the daily onsite supervisor of Future Build taking those actions necessary to ensure an effective operation of Future Build as described in the WDB's Contract No. 18-426-0 and the current successor amendment with the PPC; and

NOW, THEREFORE, the Parties hereto mutually agree as follows:

I. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports

and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the PPC. The Consultant shall have no power or authority by this Contract to bind the PPC in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, and contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the PPC. The PPC shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

D. The Consultant certifies that it is a 501c3 Non-Profit Corporation in good standing and has not been disbarred, suspended or found to have disallowable costs.

E. The Consultant agrees that it is a subrecipient as defined by CFR 200.331 and the attached executed subrecipient agreement as set forth in Exhibit "C" and further understands that all requirements placed on the PPC by the WDB are also requirements placed on the OOI.

II. TIME OF PERFORMANCE:

A. The services of Consultant are to commence on July 1, 2018 and shall be undertaken and completed in a prompt and timely manner, no later than June 30, 2019.

B. The PPC Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for an additional period not to exceed the lesser of six months or the original term of this Contract, provided that the extension does not require the payment of

compensation in excess of the maximum compensation set forth in Section III, Compensation.

III. COMPENSATION:

A. The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the Budget and Payment Plan incorporated herein as Exhibit "B" but in no event shall total compensation exceed Three Hundred Twelve Thousand Dollars (\$312,000) without PPC's prior written approval.

B. Said amount shall be paid upon submittal of a billing in accordance with the Budget and Payment Plan showing completion of the tasks that month.

C. If the work is halted at the request of the PPC, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.

IV. TERMINATION:

This Contract may be terminated, without cause, at any time by the PPC upon thirty (30) days written notice. Upon receipt of such notice, Consultant shall cease all work under this Contract. In the event of any such termination, the Consultant shall be compensated as provided for in this Contract. Upon such termination, the PPC shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to date in accordance with Section VII hereof. The obligations of paragraph/section XV of this Contract relating to Consultant's obligations to defend and indemnify the PPC shall survive any termination of this Contract.

Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the PPC for damages sustained by the PPC by virtue of any breach of this Contract by Consultant and the PPC may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the PPC from Consultant is determined.

V. CHANGES:

The PPC may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the PPC in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract, or the attached work program.

VI. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the PPC in writing and shall be incorporated in written amendments to this Contract or the attached work program.

VII. PROPERTY OF PPC:

It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the PPC and the Consultant shall have no property right there in whatsoever. Immediately upon termination, the PPC shall be entitled to, and the Consultant shall deliver to the PPC, all data, drawings, specifications, reports, estimates, summaries, and other such materials and commission as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law or Consultant's personnel information.

VIII. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

IX. WARRANTY:

Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

X. SUBCONTRACTING:

Except as set forth in Exhibit "A" for work to be performed, no other services covered by this Contract shall be subcontracted without the prior written consent of the PPC, which will not be unreasonably withheld. Consultant shall be as fully responsible to the PPC for the negligent acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

XI. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the PPC which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the PPC under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Consultant shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the PPC.

XII. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the PPC's conflict of interest code in accordance with the category designated by the PPC, unless the Executive Director determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the PPC code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the PPC conflict of interest code if, at any time after the execution of this agreement, PPC determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the PPC.

XIII. CONFIDENTIAL MATERIALS:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the PPC, except by court order.

XIV. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, and subcontractors. The PPC shall have no right of control over the manner in which the work is to be done but only as to

its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

XV. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the PPC, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the PPC.

XVI. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the PPC as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

B. Prior to execution of this agreement and prior to commencement of any work, the Consultant shall furnish the PPC with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the PPC. At the PPC's discretion, the PPC may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. If the PPC requests, the Consultant will furnish one copy of each required policy to the PPC, and additional copies if requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the PPC shall not relieve or decrease any liability of Consultant.

C. In the case of the professional liability insurance required by this Section the Consultant's insurer will provide a complete, certified copy of the policy if so requested by the PPC.

D. In addition to any other remedy the PPC may have, if Consultant fails to maintain the insurance coverage as required in this Section, the PPC may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein and the PPC may deduct the cost of such insurance from any amounts due or which may become due to Consultant under this Contract.

E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the PPC.

F. Any deductibles must be declared to, and approved by, the PPC.

G. The requirement as to types, limits, and the PPC's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

H. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the PPC. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the PPC as a material breach of this Contract.

1. Workers' Compensation and Employer's Liability Insurance.

a. Workers' Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against PPC - If an injury occurs to any employee of the Consultant for which the employee or his/her dependents, in the event of his/her death, may be entitled to compensation from the PPC under the provisions of said Acts, for which compensation is claimed from the PPC, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such that no compensation is due. If the PPC is required to pay such compensation, the amount so paid will be deducted and retained from such sums due or to become due to the Consultant.

c. No workers' compensation insurance shall be required for the Consultant's independent contractors.

"I certify that I, Consultant, have employees for whom I provide workers' compensation insurance. I also have independent contractors for which I am exempt from the legal requirement that I provide worker's compensation insurance."

_____(Signature) _____(Print Name)

2. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 or more per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the PPC and each of its officers, officials, employees, agents, and volunteers, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the PPC, its officers, officials, employees, agents, or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the PPC, its officers, officials, employees, agents, and volunteers to the extent the PPC is an additional insured. Any insurance or self-insurance maintained by the PPC, its officers, officials, employees, agents, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the PPC, its officers, officials, employees, agents, or volunteers.

d. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section XV, Indemnity and Litigation Costs.

3. Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 or more per claim.

XVII. MISCELLANEOUS PROVISIONS:

A. The Consultant shall designate a project manager who at all times shall represent the Consultant before the PPC on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the PPC, is no longer employed by Consultant, or replaced with the written approval of the PPC, which approval shall not be unreasonably withheld.

B. The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

C. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

D. The Consultant shall maintain and make available for inspection by the PPC and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until thirty-six (36) months after the final payments under this Contract are made to the Consultant.

E. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties

to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

F. Drug-Free Workplace and Training Site – By Signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace. The Contractor agrees that graduating trainees must be certified as drugfree and that any trainee without such certification will be ineligible to receive any certificates of completion, diploma or any other evidence that the trainee has satisfied Future Build's criteria for completion.

G. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

PPC: Pittsburg Power Company
 65 Civic Avenue
 Pittsburg, CA 94565
 ATTN: Garrett Evans

Consultant: Open Opportunities, Incorporated
 2555 Harbor Street
 Pittsburg, CA 94565
 ATTN: Michelle E. Stewart, Chair

H. This Contract shall be interpreted and governed by the laws of the State of California.

I. See attached.

J. Any action arising out of this Contract shall be brought in Contra Costa County, California, regardless of where else venue may lie.

K. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

Executed the day and year first above written, by the parties as follows:

PITTSBURG POWER COMPANY

CONSULTANT

By: _____

By: _____

Joe Sbranti, Executive Director

Title: _____

CERTIFICATE OF COMPLIANCE WITH LABOR CODE§ 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____
Title: _____

EXHIBIT A
WORK
PROGRAM

I
Roles

1. The PPC, a municipal utility, is the Fiscal Agent and administrator of Future Build and has the overall management responsibility for its operation. This includes activities prior to training, during training, and after training.
2. Open Opportunities, Incorporated, a 501(c)(3) a Non-profit Corporation ("OOI "), is the daily onsite supervisor of Future Build taking those actions necessary to ensure an effective operation of Future Build as described in the RFI 1160 and the subsequent contract and any successor amendments with the County. That contract number is 18-426-0.
3. The parties agree that the PPC is the administrator of Future Build. The administrator is the final authority on Future Build revenues, expenditures, operations, fiscal records, participant records, chart of accounts, accounting procedures, leases, rents, participant supportive services, any subcontracts, subcontractor expenditures, records retention, communication with funding sources, or any other activities necessary to ensure the administration and continued operation of Future Build. This authority is restricted to Future Build and does not apply to other activities that the PPC or OOI may be involved in the furtherance of their respective missions, roles or responsibilities.
4. The PPC enters into this agreement with OOI to utilize OOI's resources and abilities in community building, community resources, participant outreach, participant-referral to community resources, daily operational coordination of Future Build activities, daily on-site supervision of Future Build activities, contributing to the development of participant Individualized Employment Plans (IEP), gathering information and data necessary for entry into the Management Information System (MIS) system administered by the Work Force Development Board (WDB) OOI is responsible for completing any required reports that are based on the MIS data.

OOI is responsible for the daily site and participant supervision of Future Build in the absence of the administrator. OOI and the PPC will jointly conduct the follow up activities for Future Build graduates as described in the RFI 1160 and the subsequent contract and as amended in Contract No. is 18-426-0 and its successor amendments.

5. The parties agree that the respective roles of the PPC and OOI are also

outlined, in a chronological fashion in the Program Timeline section of RFI 588, the provisions of which are incorporated herein by reference.

6. The parties agree that Future Build is a training endeavor that involves a number of agencies, as described in RFI 1160 and Contract No. 18-426-0 and its successor amendments, and that great care must be exercised to respect the rights and roles of the various entities to promote the effectiveness of Future Build. The parties agree that if corrective action is required with any of the entities involved with Future Build's effectiveness that it will be the PPC that determines what form that action takes.

II Responsibilities

1. The parties agree that the PPC is the fiscal agent for Future Build and is responsible for submitting funding applications, establishing accounts to receive funds, establishing accounts for expenditures, and performing accounting tasks to track revenues and expenditures using generally approved accounting practices.
2. The parties agree that OOI, a nonprofit corporation, and may receive funds dedicated to the Future Build program and that those funds will be deposited in an account maintained by OOI. When this occurs OOI is to secure these funds and insure that they are used solely for the benefit of Future Build as determined by the Future Build administrator. To maintain the integrity of Future Build's accounting, OOI will provide the PPC with a timely accounting of such funds when requested.
3. The parties agree that the funds referred to in this Section II are funds not anticipated at this time and are more commonly known as donations made for the specific benefit of Future Build. The parties further agree that the OOI may charge a reasonable administrative fee for maintaining and accounting for these dedicated donations not to exceed 2% of the donated cash amount.
4. The parties agree that to ensure the effective operation of Future Build the PPC may periodically need to advance OOI the reasonable funds necessary to commence operations and continue for 30 days. This is more commonly known as an advance. OOI is to keep an accounting of how the advance was spent in the initial month. After the first month's advance the PPC will make approved payments to the OOI on a cost reimbursement basis. In the final month of Future Build 's operation for this training cycle OOI will present a request for reimbursement that reconciles the advance, and funds received on a cost reimbursement basis with approved expenditures. Any amounts advanced or paid by the PPC but not spent on expenditures approved by Future Build's administrator are to be promptly returned to the PPC.

5. The maximum the PPC can advance and/or reimburse OOI is no more than ten percent of the contracted amount. This shall be the maximum amount unless other project awards, such as the Workforce Development Board, limit the amount to a lesser degree.
6. The parties agree that the PPC is responsible for any audits of Future Build and any audit responses and that OOI will supply the PPC with any and all information it has to meet this responsibility. The PPC and OOI will fully cooperate with any authorized internal and external auditors.
7. The parties agree that Future Build's success is dependent upon their close coordination of activities, establishment of priorities and timeframes for accomplishing tasks. Should either party know of an issue affecting Future Build's success it is to immediately communicate, preferably via email, that issue to the other party.

III Property

The parties agree that all materials, equipment, supplies, records and other tangibles, acquired for the benefit of Future Build, shall be the property of the PPC for the benefit of Future Build, or its successor program.

IV Operational Notifications

1. The parties agree that all daily operational notices that are necessary to given by one party to the other shall be in writing via email.
2. The email address for operational communiques to PPC shall be gldcop@yahoo.com.
3. The email address for operational communiques to OOI shall be merl@futurebuilddec.com.

Exhibit B
Future Build
Budget and Payment Plan
Open Opportunities, Incorporated

OOI shall deliver on the Contract and attached Work Plan as directed and provide PPC a monthly status report. OOI agrees to invoice the PPC on a monthly basis Subject to III C.OOI may also invoice in advance to address costs associated with the Work Plan.

In the event that no charges or expenses are disputed by the PPC, then the invoice shall be approved and paid within thirty (30) days of receipt of OOI's invoice. In the event any charges or expenses are disputed by the PPC, the invoice shall be returned by the PPC to OOI for correction and resubmission.

Payment to OOI for work performed pursuant to this Contract for Services shall not be deemed to waive any defects in work performed by OOI.

Project Budget

Object Class Categories	Budgeted Amount
a. Personnel: Instructors, Case Manager	\$202,800
b. Operating Expenses: Utilities, Rent, Supplies	\$18,720
c. Training Supplies	\$37,440
d. Other: Safety equipment, tools supportive services	\$53,040
Total Direct Charges	\$312,000

Exhibit C
Subaward Agreement

Article 1. Subaward Agreement between the Pittsburg Power Company and Open Opportunities incorporated, a non-profit corporation, for the purpose of providing services that improve and enhance the employability of Future Build enrollees and graduates.

Article 2. Specific services to be provided by Open Opportunities Inc. include but are not limited to:

- Program Management and Record Keeping
- Employment Counseling aka "Job Coaching"
- Follow-up Services on graduates
- All services outline in the contract between the Pittsburg Power Company and County of Contra Costa, Contract No. 18-426-0

Article 3. Unique Entity Identification for Open Opportunities Inc. is 036694799 (DUNDS number)

Article 4. County Contract No. 18-426-0

Article 5. Contract Commencement Date: July 1, 2018

Article 6. Subaward Period of Performance, i.e. approximate start and end date for performance utilizing these grant funds: July 1, 2018 to June 30, 2019.

Article 7. Total amount of Federal funds obligated by the action: Two Hundred Thousand Dollars (\$200,000).

Article 8. Total amount of Federal funds awarded to the Pittsburg Power Company: \$200,000.

Article 9. Award project description: This project provides funding for the Pittsburg Power Company/Future Build to recruit, train, and place unemployed and underemployed residents of East Contra Costa County with skills needed to qualify for entry level construction related occupations, as well as appropriate training in solar panel technology and installation.

Article 10. Awarding Agency: Workforce Development Board (WDB) of Contra Costa County.

WDB Contact:	Ms. Noramah Burch
Pass Through Entity:	Pittsburg Power Company (PPC)
PPC Contact:	Gerald L. Dunbar

Article 11. This subaward agreement is not for research and development.

Article 12. There are no indirect costs associated with this subaward, all costs are direct.

Article 13. Incorporated into this subaward agreement by reference is the attached Contract No. 18-426-0 which outlines administrative requirements of the Pittsburg Power

Company and Open Opportunities Inc., when accepting Federal funds distributed by the Department of Labor. Specifically see the "SPECIAL CONDITIONS Federal Subaward Conditions", page 1 of 1, revised 2016.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first shown in Article 6 above.

PITTSBURG POWER COMPANY,
CALIFORNIA

OPEN OPPORTUNITIES
INCORPORATED

By: _____
Gerald L. Dunbar
Future Build Administrator

By: _____
Michelle Stewart
Board Chair



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

DATE: 6/18/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution Designating a Voting Delegate at the League of California Cities Annual Conference in September 2018
MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

The League of California Cities requires Council action no later than July 31, 2018 to appoint a voting delegate for the City of Pittsburg at their Annual Conference to be held September 12-14, 2018 in Long Beach, California.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt the attached Resolution designating Councilmember Jelani Killings as the City of Pittsburg's voting delegate at the League of California Cities Annual Conference in September 2018.

BACKGROUND

Attached is a copy of the notice received from the League of California Cities.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Councilmember Killings is fully registered to attend the League of California Cities Annual Conference this year.

ATTACHMENTS: Resolution
Notice from the League of California Cities

Report Prepared By: Amanda McVey, Deputy City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Designating a Voting Delegate at the	)	RESOLUTION NO. 18-
League of California Cities Annual	)	
Conference in Long Beach, California	)	
<u>September 12-14, 2018</u>	)	

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

WHEREAS, in order to vote at the League of California Cities 2018 Annual Conference Annual Business Meeting in Long Beach, California, voting delegates and alternates must be designated by the City Council; and

WHEREAS, Councilmember Jelani Killings is registered to attend the League of California Cities 2018 Annual Conference and Annual Business Meeting and should therefore be appointed the City of Pittsburg's voting delegate.

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

Section 1. Findings

- A. The recitals set forth are true and correct statements.
- B. Councilmember Killings is hereby appointed the City of Pittsburg's voting delegate at the League of California Cities 2018 Annual Conference and Annual Business Meeting in Sacramento.

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

AYES:
NOES:
ABSTAINED:
ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



1400 K Street, Suite 400 • Sacramento,
California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2018
--

May 17, 2018

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 12 - 14, Long Beach**

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m.– 11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2018 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 31, 2018

League of California Cities
ATTN: Kayla Curry
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kcurry@cacities.org
(916) 658-8254



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

DATE: 6/18/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: By Minute Order, Direct Review Of City's Conflict Of Interest Code
MEETING DATE: 7/16/2018

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 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. The various Department Heads have advised that revisions to the Conflict of Interest Code are necessary.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The revised Code must be forwarded to the City Council for approval within 90 days.

ATTACHMENTS: 2018 Local Agency Biennial Notice

Report Prepared By: Amanda McVey, Deputy City Clerk

2018 Local Agency Biennial Notice

Name of Agency: City of Pittsburg
Mailing Address: 65 Civic Avenue
Contact Person: Alice Evenson Phone No. (925) 252-4870
Email: aevenson@ci.pittsburg.ca.us 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.*)

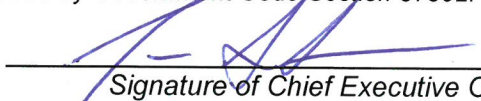
- ☒ Include new positions
- ☒ Revise disclosure categories
- ☒ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **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

June 18, 2018

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 1, 2018**, or by the date specified by your agency, if earlier, to:

65 CIVIC AVENUE, PITTSBURG, CA 94565

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



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

DATE: 7/2/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving Contra Costa Transportation Authority's Measure J Growth Management Program Compliance Checklist for Calendar Years 2016 and 2017

MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

The Contra Costa Transportation Authority (CCTA) requires the City to submit a biennial Growth Management Program (GMP) Compliance Checklist in order to be eligible to receive its portion of Local Street Maintenance and Improvement Funds contained in Measure J to improve the City's roadways. The Measure J GMP Compliance Checklist covering Calendar Years 2016 and 2017 is required to receive the City's portion of Local Street Maintenance and Improvement Funds for Fiscal Years (FYs) 2017-18 and 2018-19. The estimate of the City's FY 2017-18 allocation is \$800,092.

FISCAL IMPACT

The City's portion of Measure J Local Street Maintenance and Improvement Funds for FY 2017-18 is estimated at \$800,092. The allocation date for FY 2018-19 Local Street Maintenance and Improvement funds will be on the one-year anniversary of the FY 2017-18 allocation.

RECOMMENDATION

City Council review and approve the attached completed Measure J GMP Compliance Checklist covering Calendar Years 2016 and 2017 and authorize the Mayor to certify and submit said checklist certifying compliance with the Contra Costa Transportation Authority's Growth Management Program.

BACKGROUND

The Contra Costa Transportation Authority (CCTA) has the responsibility of ensuring that local jurisdictions are in compliance with the Growth Management Program contained in

Measure J by requiring them to complete a biennial compliance checklist. The City must submit this checklist in order to receive the City's portion of Fiscal Year (FY) 2017-18 and FY 2018-19 Local Street Maintenance and Improvement funds available through Measure J.

On June 1, 1992, the City Council adopted Resolution 92-7812, adding the Growth Management Element to the General Plan as required by Measure C. On August 3, 2009, the City Council adopted Resolution 09-11249, amending the Growth Management Element to the General Plan as required by Measure J and these dollars will be used to improve the City's roadways.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Staff has completed the attached checklist and has determined that Measure J GMP requirements have been met and the checklist is ready for review and approval by City Council. If approved, the checklist will be sent to the Contra Costa Transportation Authority (CCTA) for their review and approval. The City approved GMP Compliance Checklist will first be reviewed by CCTA staff for completeness and then by two of CCTA's standing committees; the Citizens Advisory Committee (CAC) and the Planning Committee (PC). After these committees review it, the full CCTA Board will review it and, if it finds Pittsburg to be in compliance with the GMP, approve the checklist. Upon CCTA's approval, the Authority will allocate the City's Measure J Local Street Maintenance and Improvement Funds by the adopted formula of 50 percent population and 50 percent road miles.

ATTACHMENTS: Resolution
CY 2016 & 2017 GMP Compliance Checklist w/o Attachments
CY 2016 & 2017 GMP Compliance Checklist Attachments in reading file in City Clerk's Office

Report Prepared By: Paul Reinders, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approval of Contra Costa Transportation	)	
Authority's Measure J Growth Management	)	
Program Compliance Checklist for Calendar	)	Resolution No. 18-
<u>Years 2016 and 2017</u>	)	

The PITTSBURG City Council DOES RESOLVE as follows:

WHEREAS, the Contra Costa Transportation Authority requires the City to submit a completed Measure J Calendar Year 2016 and 2017 Growth Management Program Compliance Checklist in order to receive its allocation of Fiscal Year 2017/2018 and 2018/2019 Local Street Maintenance and Improvement Funds; and

WHEREAS, the City Council has reviewed the attached completed Contra Costa Transportation Authority Measure J Growth Management Program Compliance Checklist, covering the reporting period of Calendar Years 2016 and 2017.

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

- Section 1. The policies and programs of the City as reported in the attached Growth Management Program Compliance Checklist conform to the requirements of the Contra Costa Transportation Authority's Growth Management Program.
- Section 2. The attached Local Jurisdiction Compliance Checklist is approved for submittal to the Contra Costa Transportation Authority for allocation of 18% Local Street Maintenance and Improvement Funds for Fiscal Years 2017/2018 and 2018/2019.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwayne "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

Measure J Growth Management Program Compliance Checklist

1.	Action Plans	YES	NO	N/A
a.	Is the jurisdiction implementing the actions called for in the applicable Action Plan for all designated Routes of Regional Significance within the jurisdiction?	☒	☐	☐
b.	Has the jurisdiction implemented the following procedures as outlined in the <i>Implementation Guide</i> and the applicable Action Plan for Routes of Regional Significance?			
i.	Circulation of environmental documents,	☒	☐	☐
ii.	Analysis of the impacts of proposed General Plan amendments and recommendation of changes to Action Plans, and	☒	☐	☐
iii.	Conditioning the approval of projects consistent with Action Plan policies?	☒	☐	☐
c.	Has the jurisdiction followed the procedures for RTPC review of General Plan Amendments as called for in the <i>Implementation Guide</i> ?	☒	☐	☐
2.	Development Mitigation Program	YES		NO
a.	Has the jurisdiction adopted and implemented a local development mitigation program to ensure that new development pays its fair share of the impact mitigation costs associated with that development?	☒		☐
b.	Has the jurisdiction adopted and implemented the regional transportation mitigation program, developed and adopted by the applicable Regional Transportation Planning Committee, including any regional traffic mitigation fees, assessments, or other mitigation as appropriate?	☒		☐

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

3. Address Housing Options	YES	NO
a. Has the jurisdiction prepared and submitted a report to the Authority demonstrating reasonable progress in providing housing opportunities for all income levels under its Housing Element? The report can demonstrate progress by (1) comparing the number of housing units approved, constructed or occupied within the jurisdiction over the preceding five years with the number of units needed on average each year to meet the housing objectives established in its Housing Element; or (2) illustrating how the jurisdiction has adequately planned to meet the existing and projected housing needs through the adoption of land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development; or (3) illustrating how its General Plan and zoning regulations facilitate improvement or development of sufficient housing to meet the Element's objectives. <i>Note: A copy of the local jurisdiction's annual report to the state Department of Housing and Community Development (HCD) is sufficient.</i>	☒	☐
b. Does the jurisdiction's General Plan—or other adopted policy document or report—consider the impacts that its land use and development policies have on the local, regional and countywide transportation system, including the level of transportation capacity that can reasonably be provided?	☒	☐
c. Has the jurisdiction incorporated policies and standards into its development approval process that support transit, bicycle and pedestrian access in new developments?	☒	☐

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

4. Traffic Impact Studies	YES	NO	N/A
a. Using the Authority's <i>Technical Procedures</i> , have traffic impact studies been conducted as part of development review for all projects estimated to generate more than 100 net new peak-hour vehicle trips? (Note: Lower traffic generation thresholds established through the RTPC's Action Plan may apply).	☒	☐	☐
b. If the answer to 4.a. above is "yes", did the local jurisdiction notify affected parties and circulate the traffic impact study during the environmental review process?	☒	☐	☐
5. Participation in Cooperative, Multi-Jurisdictional Planning	YES	NO	
a. During the reporting period, has the jurisdiction's Council/Board representative regularly participated in meetings of the appropriate Regional Transportation Planning Committee (RTPC), and have the jurisdiction's local representatives to the RTPC regularly reported on the activities of the Regional Committee to the jurisdiction's council or board? (Note: Each RTPC should have a policy that defines what constitutes regular attendance of Council/Board members at RTPC meetings.)	☒		☐
b. Has the local jurisdiction worked with the RTPC to develop and implement the Action Plans, including identification of Routes of Regional Significance, establishing Multimodal Transportation Service Objectives (MTSOs) for those routes, and defining actions for achieving the MTSOs?	☒		☐
c. Has the local jurisdiction applied the Authority's travel demand model and <i>Technical Procedures</i> to the analysis of General Plan Amendments (GPAs) and developments exceeding specified thresholds for their effect on the regional transportation system, including on Action Plan MTSOs?	☒		☐

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

	YES	NO	
d. As needed, has the jurisdiction made available, as input into the countywide transportation computer model, data on proposed improvements to the jurisdiction's transportation system, including roadways, pedestrian circulation, bikeways and trails, planned and improved development within the jurisdiction, and traffic patterns?	☒	☐	
6. Five-Year Capital Improvement Program	YES	NO	
Does the jurisdiction have an adopted five-year capital improvement program (CIP) that includes approved projects and an analysis of project costs as well as a financial plan for providing the improvements? (The transportation component of the plan must be forwarded to the Authority for incorporation into the Authority's database of transportation projects)	☒	☐	
7. Transportation Systems Management Program	YES	NO	
Has the jurisdiction adopted a transportation systems management ordinance or resolution that incorporates required policies consistent with the updated model ordinance prepared by the Authority for use by local agencies or qualified for adoption of alternative mitigation measures because it has a small employment base?	☒	☐	
8. Adoption of a voter-approved Urban Limit Line	YES	NO	N/A
a. Has the local jurisdiction adopted and continually complied with an applicable voter-approved Urban Limit Line as outlined in the Authority's annual ULL Policy Advisory Letter?	☒	☐	☐

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

- b. If the jurisdiction has modified its voter-approved ULL or approved a major subdivision or General Plan Amendment outside the ULL, has the jurisdiction made a finding of consistency with the Measure J provisions on ULLs and criteria in the ULL Policy Advisory Letter after holding a noticed public hearing and making the proposed finding publically available? ☐ ☐ ☒

9. Adoption of the Measure J Growth Management Element

YES NO N/A

Has the local jurisdiction adopted a final GME for its General Plan that substantially complies with the intent of the Authority's adopted Measure J Model GME?

☒ ☐ ☐

10. Posting of Signs

YES NO N/A

Has the jurisdiction posted signs meeting Authority specifications for all projects exceeding \$250,000 that are funded, in whole or in part, with Measure C or Measure J funds?

☐ ☐ ☒

11. Maintenance of Effort (MoE)

YES NO

Has the jurisdiction met the MoE requirements of Measure J as stated in Section 6 of the Contra Costa Transportation Improvement and Growth Management Ordinance (as amended)? (See the Checklist Instructions for a listing of MoE requirements by local jurisdiction.)

☒ ☐

12. Submittal of LSM Reporting and Audit Forms

YES NO

Has the local jurisdiction submitted a Local Street Maintenance and Improvement Reporting Form and Audit Reporting Form for eligible expenditures of 18 percent funds covering FY 2015-16 and FY 2016-17?

☒ ☐

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

13. Other Considerations

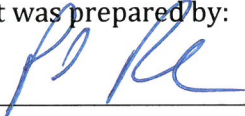
YES NO N/A

If the jurisdiction believes that the requirements of Measure J have been satisfied in a way not indicated on this checklist, has an explanation been attached below?

☐ ☐ ☒

14. Review and Approval of Checklist

This checklist was prepared by:


Signature

6/20/2018
Date

Paul Reinders, Sr. Civil Engineer
Name & Title (print)

(925) 252-4822
Phone

preinders@ci.pittsburg.ca.us
Email

The council/~~board~~ of Pittsburg has reviewed the completed checklist and found that the policies and programs of the jurisdiction as reported herein conform to the requirements for compliance with the Contra Costa Transportation Improvement and Growth Management Program.

Certified Signature (Mayor or Chair)

Date

Name & Title (print)

Attest Signature (City/Town/County Clerk)

Date

Name (print)

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

Supplementary Information (Required)

1. Action Plans

- a. *Please summarize steps taken during the reporting period to implement the actions, programs, and measures called for in the applicable Action Plans for Routes of Regional Significance:*

1.) Completed construction of the State Route 4 East Freeway Widening Project, Loveridge Road to Hillcrest Avenue segment.

2.) Continued project development of the James Donlon Boulevard Extension Project (formerly known as the Buchanan Road Bypass Project).

3.) Began construction of the BART Pittsburg Center Station, located in State Route 4 freeway median, and surrounding transit oriented development areas.

4.) Began construction of a multimodal transfer facility (a.k.a. Kiss-n-Ride) adjacent to proposed BART Center Station.

- b. *Attach, list and briefly describe any General Plan Amendments that were approved during the reporting period. Please specify which amendments affected ability to meet the standards in the Growth Management Element and/or affected ability to implement Action Plan policies or meet Traffic Service Objectives. Indicate if amendments were forwarded to the jurisdiction's RTPC for review, and describe the results of that review relative to Action Plan implementation:*

There were no General Plan Amendments approved during the reporting period.

Provide a summary list of projects approved during the reporting period and the conditions required for consistency with the Action Plan:

1.) Sonic Drive-In Restaurant, AP-16-1190 (PC Resolution No. 10058) - Granting a Use Permit and approving Design Review to construct a new 2720 sf restaurant building on a 0.86 acre property located at 1600 North Park Boulevard. APN 088-151-041.

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg

For Fiscal Years 2017-18 and 2018-19

Reporting Period: Calendar Years 2016 & 2017

- Project conditioned to pay local and regional transportation mitigation fees.
- Project conditioned to construct off-site improvements to North Park Boulevard, including re-striping for a left-turn lane.

2.) BART Multimodal Transfer Facility and Class I Pathway, AP-16-1167 (PC Resolution No. 10035) - Approving Plans to Construct Multimodal Transfer Facility (MTF) and Class 1 Pathway located at 2099 Railroad Avenue. APN's 086-100-043, 086-221-002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, & -028.

- Project conditioned to construct pedestrian improvements from the multimodal transfer facility to the Pittsburg Center BART station platform.
- Project conditioned to widen westbound approach to Railroad Avenue/California Avenue intersection to add an exclusive right-turn lane.
- Project conditioned to improve traffic signal operations to accommodate MTF.
- Project conditioned to modify existing median on Railroad Avenue at the MTF to accommodate an exclusive southbound left-turn lane.
- Project conditioned to add eastern leg to accommodate the MTF at the intersection of Railroad Avenue/Center Drive.
- Project conditioned to provide appropriate signage improvements.
- Project conditioned to provide a minimum of two (2) electric vehicle charging stations and prewire an additional ten (10) electric vehicle charging stations.

3.) Esperanza Apartments at San Marco (Village M), AP-13-932 (PC Resolution No. 10060) - Granting Design Review approval to construct a 318-unit apartment complex on south side of West Leland Road, immediately west of Tomales Bay Drive. APN 097-550-018.

- Project conditioned to pay local and regional transportation mitigation fees.
- Project conditioned to provide a minimum of sixteen (16) bicycle parking spaces.
- Project conditioned to provide a minimum of one (1) bollard-style self-service bicycle repair station.

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

- Project conditioned to provide a permanent wall mounted bike storage system inside every garage unit for use by residents.

4.) Delta Gateway Shopping Center (Pad 12), AP-15-1094 (PC Resolution No. 10026)
- Granting Design Review, Use Permit, and Sign Review approval to construct 9,986 square-foot, multitenant commercial building at southwest corner of Century Boulevard and Delta Gateway Boulevard. APN 074-460-032.

- Project conditioned to pay local and regional transportation mitigation fees.
- Project conditioned to provide prewiring and conduit for at least six (6) electric vehicle charging stations.
- Project conditioned to construct full width of Delta Gateway Boulevard along project frontage.

5.) Belle Harbor Residential Subdivision, AP-15-1092 (PC Resolution No. 10033) -
Recommending City Council approval of Zoning Map Amendment, Vesting Tentative Subdivision Map, Development Agreement, and Design Review of 82 single family homes located at 500 School Street. APN 073-121-001.

- Project conditioned to pay local and regional transportation mitigation fees.
- Project conditioned to provide a new public street that meets City Standards to connect development to existing public roadways.

6.) Santa Fe Triplex, AP-17-1225 (PC Resolution No. 10061) - Granting Design Review approval to construct a three-unit apartment complex at 465 East Santa Fe Avenue. APN 086-143-004.

- Project conditioned to pay local and regional transportation mitigation fees.
- Project conditioned to prewire garages for electric vehicle charging stations.
- Project conditioned to provide two wall-mounted bike racks in each garage.

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

2. Development Mitigation Program

a. *Describe progress on implementation of the regional transportation mitigation program:*

1.) Completed construction of the State Route 4 East Freeway Widening Project, both Loveridge Road to Somersville Road and Somersville Road to Hillcrest Avenue segments.

2.) Continued project development of the James Donlon Boulevard Extension Project (formerly known as the Buchanan Road Bypass Project). Items of project development include design studies, right-of-way acquisition, and utility relocations. An Environmental Impact Report (EIR) for this project was certified in 2013.

3.) Continued construction of the State Route 4 Bypass Project, including completion of Sand Creek Road Interchange and beginning construction on Balfour Road Interchange (Phase 1).

5.) Completed construction of BART extension to Hillcrest Avenue in Antioch along State Route 4, including stations at Railroad Avenue and Hillcrest Avenue.

6.) Completed construction of the SR4/SR160 Connector Ramps Project.

3. Address Housing Options

a. *Please attach a report demonstrating reasonable progress in providing housing opportunities for all income levels. (Note: A copy of the local jurisdiction's annual report to the state Department of Housing and Community Development (HCD) is sufficient).*

Please refer to attached report (Exhibit A).

c. *Please attach the jurisdiction's adopted policies and standards that ensure consideration of and support for walking, bicycling, and transit access during the review of proposed development.*

Please refer to City's adopted Complete Streets Policy and Chapter 7, "Transportation Element", of the City's General Plan (Exhibit B).

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

4. Traffic Impact Studies

Please list all traffic impact studies that have been conducted as part of the development review of any project that generated more than 100 net new peak hour vehicle trips. (Note: Lower traffic generation thresholds established through the RTPC's Action Plan may apply). Note whether the study was consistent with the Authority's Technical Procedures and whether notification and circulation was undertaken during the environmental review process.

- 1.) LMK Petro at 1625 Buchanan Road (replace two existing 1,200 square feet commercial buildings on the project site with a 24-hour gas station consisting of 12 fueling positions with a convenience store (5372 sf) and a self-service car wash (2800 sf) - A Traffic Impact Study was performed for this development that was consistent with CCTA Technical Procedures. There are 101 peak hour trips generated by this development. Notification and circulation to affected jurisdictions and TRANSPLAN was performed during the environmental review process.
- 2.) Sonic Drive-In Restaurant (2,308 square foot restaurant with a drive-thru and drive-in parking stalls) - A Traffic Impact Study was performed for this development that was consistent with CCTA Technical Procedures. There are 106 peak hour trips generated by this development. Notification and circulation to affected jurisdictions and TRANSPLAN was performed during the environmental review process.
- 3) San Marco Units 11 and 12 Intersection Operations prior to Extension of West Leland Road to Santa Teresa Drive (San Marco Units 11 and 12 is a residential development consisting of 233 single family homes that was originally approved in 1992) - This Traffic Impact Study supplements a traffic analysis performed for this development in 1992. The analysis was conducted to determine whether additional traffic mitigation would be needed if the 233 units planned for San Marco Units 11 and 12 are constructed before West Leland Road is extended (as planned) to an intersection with Santa Teresa Drive. Notification and circulation to affected jurisdictions and agencies was performed during the environmental review process.

5. Participation in Cooperative, Multi-Jurisdictional Planning

No attachments necessary.

6. Five-Year Capital Improvement Program

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

Please attach the transportation component of the most recent CIP version, if the Authority does not already have it. Otherwise, list the resolution number and date of adoption of the most recent five-year CIP.

Please refer to attached Transportation Component of City's current 5-Year C.I.P. (Exhibit C).

7. Transportation Systems Management Program

Please attach a copy of the jurisdiction's TSM ordinance, or list the date of ordinance or resolution adoption and its number.

City of Pittsburg's TSM Ordinance was adopted on December 2, 1997 (Ordinance No. 1139). Please refer to attached TSM Ordinance (Exhibit D).

8. Adoption of a voter-approved Urban Limit Line

The local jurisdiction's adopted ULL is on file at the Authority offices. Please specify any actions that were taken during the reporting period with regard to changes or modifications to the voter-approved ULL, which should include a resolution making a finding of consistency with Measure J and a copy of the related public hearing notice.

none

9. Adoption of the Measure J Growth Management Element

Please attach the adopted Final Measure J Growth Management Element to the local jurisdiction's General Plan.

Please refer to attached Growth Management Element from City's General Plan (Exhibit E).

10. Posting of Signs

Provide a list of all projects exceeding \$250,000 within the jurisdiction, noting which ones are or were signed according to Authority specifications.

Compliance Checklist Attachments

Reporting Jurisdiction: Pittsburg
For Fiscal Years 2017-18 and 2018-19
Reporting Period: Calendar Years 2016 & 2017

11. Maintenance of Effort (MoE)

Please indicate the jurisdiction's MoE requirement and MoE expenditures for the past two fiscal years (FY 2015-16 and FY 2016-17). See the Instructions to identify the MoE requirements.

MoE requirement = \$860,639

MoE expenditures in FY 2015-16 = \$1,123,000

MoE expenditures in FY 2016-17 = \$901,331

12. Submittal of LSM Reporting Form and Audit Reporting Form

Please attach LSM Reporting and Audit Forms for FY 2015-16 and 2016-17.

Please refer to attached LSM Reporting Form (Exhibit F).

13. Other Considerations

Please specify any alternative methods of achieving compliance for any components for the Measure J Growth Management Program

none



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

DATE: 6/22/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of an Ordinance Amending Titles 5 and 18 of the Pittsburg Municipal Code Related to Massage Establishments, AP-18-1335(RZ)
MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

On June 18, 2018, the City Council held a duly-noticed public hearing to consider amendments to Chapter 5.64 "Certified Massage Practitioners and Therapeutic Massage Businesses," and Title 18 "Zoning," of the Pittsburg Municipal Code to modify the land use definition, application process, permit requirements, and enforcement provisions for massage establishments citywide within the Commercial and Mixed Use Districts.

FISCAL IMPACT

There are no direct fiscal impacts associated with the proposed amendments.

RECOMMENDATION

City Council move to adopt Ordinance No. 18-1451 amending Pittsburg Municipal Code (PMC) Chapter 5.64, "Certified Massage Practitioners and Therapeutic Massage Businesses," and Title 18 "Zoning," for Massage Establishments.

BACKGROUND

On June 18, 2018, the City Council held a public hearing to consider the proposed amendments. After closing the public hearing, the City Council moved to introduce, waive further reading, and pass to second reading an ordinance amending PMC Chapter 5.64, "Massage Establishments and Certified Massage Therapists," and Title 18 "Zoning".

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

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

ATTACHMENTS: 1. Proposed Ordinance No. 18-1451
1a. Exhibit A – Existing PMC Chapter 5.64
1b. Exhibit B – Proposed PMC Chapter 5.64
1c. Exhibit C – Proposed PMC Title 18 Amendments
2. City Council Agenda Report dated June 18, 2018

Report Prepared By: Cathy Munneke, Contract Planner

Attachment 1

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Chapter 5.64 and)
Title 18 of the Pittsburg Municipal Code)
Relating to Massage Establishments, AP-)
18-1335 (RZ).”)

ORDINANCE NO. 18-1451

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

SECTION 1. Recitals.

- A. In 2008, the Massage Therapy Act (Senate Bill 731) was adopted providing consistent regulations for massage practitioners throughout the State of California. The Act provided for the creation of the California Massage Therapy Council (CAMTC), a statewide, non-profit organization, to regulate and issue massage practitioner and therapist certificates. The Massage Therapy Act is codified at California Business and Professions Code sections 460, 4600-4621, and Government Code section 51034.
- B. The City of Pittsburg’s regulations for massage establishments are in the Pittsburg Municipal Code (PMC) Chapter 5.64 “Massage Practitioners and Therapeutic Massage Practitioners” are not up to date with the Massage Therapy Act.
- C. The Massage Therapy Act gives the City the authority to require all massage therapists to possess a valid CAMTC certificate and undergo a background check performed by the Pittsburg Police Department.
- D. The City has initiated an amendment to update the PMC consistent with the new state regulations. This update would repeal the existing Chapter 5.64, “Massage Practitioners and Therapeutic Massage Practitioners” and replace it with a new Chapter 5.64, “Massage Establishments and Certified Massage Therapists”.
- E. The amendments to Chapter 5.64, would update the current land use definitions, application process, permit requirements, operating requirements, and enforcement provisions for massage establishments.
- F. Additional amendments to the PMC, Title 18, “Zoning,” are also proposed to ensure the zoning code is consistent with the amendments to Chapter 5.64.
- G. On May 22, 2018, the Planning Commission held a public hearing and adopted Resolution No.10100, recommending that the City Council amend Title 18 of the PMC to incorporate a revised classification for massage establishments and to clarify that a use permit and business permit are required for all massage establishments.

Attachment 1

- H. Only the proposed amendments to Title 18, Zoning, require review and recommendation from the Planning Commission.
- I. Before adopting the recommended zoning amendments, the City Council must find that the zoning amendments are consistent with the policies in the General Plan and the notice and hearing provisions of PMC Title 18, in accordance with PMC section 18.48.050.
- J. The proposed amendments are exempt from the requirements of the California Environmental Quality Act (CEQA), under the general rule of the State CEQA Guidelines, section 15061, in that the activity in question consists of text changes that would not result in a physical impact on the environment.
- K. On or prior to June 8, 2018, notice of the June 18, 2018, City Council public hearing was published In the East County Times; posted at City Hall and on the “Public Notices” section of the city’s website, delivered for posting at the Pittsburg Library; and mailed via first class mail or electronic mail to individuals and organizations who had previously filed written request for such notice, in accordance with PMC section 18.14.020 and Government Code section 65091.
- L. On June 18, 2018, the City Council held a public hearing on the proposed amendments to Chapter 5.64 and Title 18 of the PMC, at which time oral and/or written testimony was considered.

SECTION 2. Findings.

- A. Based on the Staff Report entitled, “Introduction and Waive First Reading of an Ordinance Amending the City’s Regulations for Massage Establishments, AP-18-1335 (RZ)”, dated June 18, 2018, and based on all of the evidence presented to the City Council on June 18, 2018, the City Council finds that:
 - 1. All recitals above are true and correct and are incorporated herein by reference.
 - 2. The proposed amendments are consistent with the notice and hearing provisions of PMC Title 18 (“Zoning”), as the Planning Commission and City Council independently considered the amendments at individual, duly-noticed public hearings.
 - 3. The proposed text amendments are consistent with the objectives, policies, general land uses and programs in the General Plan, in that the amendments are administrative in nature and there are no General Plan policies that specifically address the changes.
 - 4. There is a community need for the proposed amendments and they will be in conformity with the public convenience, general welfare, and good zoning practice, in that they will clarify that a use permit is required for massage establishments in commercial and mixed-use zoning districts and that a

Attachment 1

separate business permit is required, pursuant to the requirements of PMC Chapter 5.64, as amended.

- B. The City Council Staff Report entitled, "Introduction and Waive First Reading of an Ordinance Amending the City's Regulations for Massage Establishments, AP-18-1335 (RZ)," dated June 18, 2018, is referenced hereto as additional support for findings.

SECTION 3. Decision.

Based on the findings and the authority set forth above, the City Council hereby:

- A. Repeals PMC Chapter 5.64, "Massage Practitioners and Therapeutic Massage Practitioners", as shown in attached Exhibit A, in its entirety;
- B. Adopts a new Chapter 5.64, "Massage Establishments and Certified Massage Therapists"; to read substantially as shown in attached Exhibit B; and
- C. Amends Title 18, "Zoning" to read substantially as shown in attached Exhibit C.

SECTION 4. Effective Date

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

Attachment 1

SECTION 5. Publication.

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

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on June 18, 2018, and was adopted and ordered published at a meeting of the City Council held on July 16, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

Attachment 1 Exhibit A

Proposed Chapter 5.64 MESSAGE ESTABLISHMENTS AND CERTIFIED MESSAGE THERAPISTS

Sections:

- 5.64.010 Purpose and intent.**
- 5.64.020 Definitions.**
- 5.64.030 Required licensing, permitting, and certification.**
- 5.64.040 Additional business permit requirements for massage establishments.**
- 6.64.050 Investigation; denial of business permits for massage establishments.**
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- 5.64.090 Violation of chapter.**
- 5.64.100 Effect of revocation of business permit for massage establishment.**
- 5.64.110 Applicability to existing businesses and therapists.**
- 5.64.120 Severability.**

5.64.010 Purpose and intent.

The purpose of this chapter is to provide for the orderly regulation of the business of massage and massage therapists in the city, and to protect the public's health and safety by establishing certain standards pertaining to massage therapy business activities within the City of Pittsburg and to recognize massage therapy as a legitimate business occupation and health-related service.

5.64.020 Definitions.

Unless the particular provision or context otherwise clearly requires, the definitions in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

“Applicant” means any person who applies for a business permit to operate a massage establishment. In the event the applicant is a non-natural person (e.g., a business entity), the term “applicant” shall also include the individual person legally authorized to act on behalf of the applicant and submit an application to the city pursuant to this article.

“Business permit” means a permit issued by the finance director pursuant to Chapter 5.12 PMC.

“California Massage Therapy Council” or “CAMTC” means the nonprofit organization created pursuant to California Business & Profession Code Section 4600, *et seq.*, to regulate and issue massage practitioner and therapist certificates.

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“CAMTC certificate” or “certificate” means the certificate, or conditional certificate, issued by the California Massage Therapy Council to massage therapists and to massage practitioners that entitles the holder to practice massage.

“Certified massage practitioner,” “CMP” or “practitioner” means a person who has a valid, unexpired certificate from, and who is in good standing with, the California Massage Therapy Council.

“Chief of police” means the city’s police chief or his/her designee.

“Compensation” means a payment, loan, advance, donation, contribution, deposit, tip, gift of money, or anything of value.

“Employee” means any person, including, but not limited to, an operator or massage therapist, who renders any service, with or without compensation, to a massage establishment business on a full-time, part-time, or contract basis, whether or not the person is denominated an employee, independent contractor, agent, or otherwise.

“Massage” means any method of placing pressure on, or friction against, or manipulating, stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of the human body below the neck with the hands or other parts of the body, with or without the aid of any mechanical or electrical apparatus or appliances, or with or without supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations commonly used in the practice of massage.

“Massage establishment” or “establishment” means a business where any person engages in or carries on massage in exchange for any form of consideration, whether at a fixed place of business or at a location designated by a customer or client for off-premises massage services. The term “massage establishment” includes a sole owner and employee of a massage business operating as a sole proprietorship.

“Massage therapist” means any person who gives or administers a massage to another person, for any form of consideration whatsoever.

“Operator” shall mean any person who supervises, directs, organizes, manages or controls or is any way responsible for or in charge of a massage establishment.

“Owner” means:

1. for a sole proprietorship, the sole owner of the business;
2. for a business association, each owner of 10% or more of the business;
3. for a corporation, each stockholder holding 10% or more of the corporation and each officer and director of the corporation;
4. for a limited liability company, each member of the company; and

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5. for a partnership, each partner, excluding limited partners owning less than 10% of the partnership, and where a partner is a corporation, the provisions pertaining to a corporate applicant in division (C) apply.
6. for any other type of entity not described above, every person having an interest, legal or equitable, in 10% or more of the massage establishment.

“Permittee” means a person issued a business permit for purposes of operating a massage establishment pursuant to Chapter 5.12 PMC and this chapter. “Permittee” also includes each person with any ownership interest in the business and each operator of the business.

“Person” means any individual, firm, association, partnership, corporation, joint venture, limited liability company, or any other business organization or combination of individuals of whatever form or character.

“Specified anatomical areas” means, less than completely and opaquely covered: human genitals, pubic regions, buttocks, or female breasts below a point immediately above the top of the areola, and human male genitals in a discernibly turgid state, even if completely and opaquely covered.

5.64.030 Required licensing, permitting and certification.

A. No person shall provide massage services for compensation in the City unless the person has obtained, and maintains in good standing, a valid and unexpired CAMTC certificate.

1. No person shall own, operate or maintain, or permit the operation of a massage establishment unless: the person is over the age of 18;
2. the owner and/or operator of the business have obtained a conditional use permit pursuant to PMC Tile 18;
3. the massage establishment has obtained, and maintains in good standing, a valid and unexpired city business permit under Chapter 5.12 PMC and the additional requirements contained in this chapter;
4. all employees employed by the massage establishment are certified massage practitioners; and
5. unless exempt there from, the owner(s) have applied for and obtained a city business license under Chapter 5.04 PMC.

B. A person may provide massage services as a home occupation provided the person is a certified massage practitioner and either:

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1. the services are contracted as an accessory use by a beauty salon, barbershop, or health/fitness club and the services are performed on the business premises, or
2. the services are provided in the home or business of a client.

No certified massage practitioner shall provide massage services for compensation in his or her home.

C. The provisions of this chapter shall not apply to the following:

1. Physicians, surgeons, chiropractors, osteopaths, nurses, physical therapists, or other health care professionals who are duly licensed by the state of California;
2. Those persons who are administering massage in the medical offices of and who are under the direct supervision of a licensed medical professional, as long as the services are within the licensed scope of services of the medical professional; or
3. Massage services provided in conjunction with a lawful, nonrecurring special event (e.g., health fair, medical seminars) that has obtained required permits from the city.

5.64.040 Additional business permit requirements for massage establishments.

A. In addition to the application requirements provided under Chapter 5.12 PMC, no application for a business permit to operate a massage establishment shall be complete until the finance director has received:

1. A list stating the number of massage therapists and other employees the applicant intends to employ at the massage establishment, the full name, date of birth, current address, and telephone number of each employee, the identification number and expiration date of each massage therapists CAMTC certificate, and how many massage therapists the applicant intends to be working on-site performing massages simultaneously. The business shall also provide a copy of each massage therapist's unexpired CAMTC certificate and identification card.
2. A list providing the complete name, address, and telephone number of each owner and operator of the proposed business.
3. Except as specified in subsection (C), an application for a background check filed, under penalty of perjury, by each individual owner and operator of the massage establishment containing the following:
 - a. The individual's full legal name and any other names used by the individual;

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- b. The individual's height, weight, color of eyes, and hair;
 - c. The business name, address and telephone number of the proposed massage establishment for which the business permit is sought.
 - d. The current residential address and telephone number of the individual, and two previous residential addresses and business addresses, if any.
 - e. A copy of a valid and current driver's license and/or identification issued by a state or federal government agency or other photographic identification bearing a bona fide seal by a foreign government showing, to the satisfaction of the city, that the individual is at least 18 years of age; and
 - f. The individual's business, occupation or employment history for the five years immediately preceding the date of the application;
 - g. The name and address of any massage establishment or similar business owned or operated by the person whether inside or outside the city or state;
 - h. The massage or similar business license history of the individual, including whether such person, in previously operating in this city or another city, county or state under a license or permit, has had such license or permit revoked or suspended, and the reasons and dates for any such revocation or suspension;
 - i. All criminal convictions, except infractions for traffic violations;
 - j. Two identical passport photos; and
 - k. The individual shall be fingerprinted, and such fingerprints shall be submitted to the department of justice for a criminal background check.
- 4. A statement as to whether the proposed business intends to provide massage services off-site.
 - 5. Information demonstrating that the proposed business is consistent with the applicable land use designation and city zoning code.
 - 6. A floor plan showing the layout of the massage establishment, to the specifications required by the finance department.
 - 7. A statement of the nature and character of the business and of any other business conducted or proposed to be conducted at the same location, if applicable.

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8. An acknowledgement signed by the applicant and each owner and operator of the massage establishment that:
 - a. all information contained in the application is true and correct;
 - b. the applicant and each owner and operator has read this chapter and is familiar with state and local requirements for massage establishments;
 - c. the applicant and all owners and operators shall be jointly responsible for all conduct of the business and its employees; and
 - d. the failure of the business, applicant, any owner, any operator, or any employee to comply with California Business and Professions Code sections 4600, et seq., and any local, state, or federal law, including CAMTC rules or regulations and the provisions of this chapter, may result in immediate suspension or revocation of the business permit.
9. Such other identification and information as may be required by the city to verify the truth of the matters specified in the business permit application or this section.

B. A business license application is deemed complete and validly filed when the finance director has received all information required by Chapter 5.12 PMC and this chapter, including the results of the department of justice criminal background check for each owner and operator, and has received any fees associated with the application or application processing.

C. If an owner or operator is a CAMTC certificate holder, submission of a copy of the owner's or operator's valid, unexpired CAMTC certificate and CAMTC identification card shall deem that individual exempt from the requirement of submitting an application for a background check under subsection (A)(3) of this section.

D. An application for renewal of a business permit to operate a massage establishment shall contain a declaration under penalty of perjury on a form approved by the finance director confirming that there has been no change in the identity of the owners or operators of the business and indicating any change in the contact information of each owner or operator.

5.64.050 Investigation; denial of business permits for massage establishments.

Upon receipt of a completed application for a business permit, the finance director and other city departments, including the police department, shall investigate the applicant and each owner and operator. In addition to the grounds for denial of an initial or renewal application for a business permit provided under Chapter 5.12 PMC, the finance director shall deny an application to operate a massage establishment if the finance director finds in writing that:

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A. The proposed business or activity would not be in compliance with federal, state or local laws and regulations;

B. The applicant or any owner or operator has been convicted, including a plea of nolo contendere, within the past five years, of an offense involving lewd conduct; an offense involving the use of force or violence upon the person of another whether denominated as a misdemeanor or a felony; a violation of Penal Code Sections 220, 261, 288a, 314, 315, 316, 318, 647(a) or 647(b); any violation involving the sale of a controlled substance specified in Health and Safety Code Sections 11054, 11055, 11057, or 11058; or any other crime or unlawful activity, on the basis of which the chief of police reasonably concludes that by reason of the nature of the crime or activity, the applicant's, owner's, or operator's operation of a massage establishment would pose a risk of harm to the public;

C. The applicant or any owner or operator is presently under indictment or is the subject of a criminal complaint for any of the crimes described in subsection (B) of this section;

D. That the applicant, any owner, any operator, and/or any proposed or actual employee of the massage business have engaged in unprofessional conduct, including but not limited to, personal conduct or operation of a business resulting in denial of a license, revocation, suspension, restriction, or any other disciplinary action taken against an applicant, owner and/or employee by the city, another city or county, by another state, by CAMTC, or by any governmental agency;

E. Making or causing to be made any false or misleading statement in the application or as to any other information presented as part of the application process; or

F. That, based on specific facts identified by the chief of police, the chief of police reasonably concludes that the operation of the proposed massage establishment would pose a risk to the public, that the applicant would not conduct the business in a law abiding or professional manner, and/or that the operation of the proposed business would subject patrons of the business to a risk of harm or criminal, deceitful or otherwise unethical practices.

5.64.060 Fees.

In addition to any other fees authorized by this code, an application fee in an amount established by city council resolution shall accompany any application for a permit under this chapter. Such fee shall be nonrefundable and shall be retained by the city for the costs of processing applications and administering this chapter. In addition, the applicant shall pay fees for fingerprinting and investigation required by the city for conducting background investigations. If an owner is a CAMTC certificate holder, the chief of police shall waive the background investigation and fee for that owner.

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5.64.070 Operational requirements.

A. All massage establishments and massage therapists shall abide by the following operational requirements:

1. Each massage establishment, owner, operator, and employee shall comply with all provisions of this code, federal, state, and local laws, ordinances, and regulations, and CAMTC rules and regulations, as may be amended from time to time.
2. Any and all premises used by any person granted a city business permit for the operation of a massage establishment pursuant to Chapter 5.12 PMC and this chapter shall be subject to inspection by the city at reasonable times to ensure compliance with the provisions of this chapter, this code, state and federal laws, and CAMTC rules and regulations.
3. Adequate rest room facilities shall be available for use by customers.
4. Towels, sheets and linens of all types and items for the personal use of the therapists and clients shall be clean and freshly laundered and shall not be used for more than one person. Heavy white paper may be substituted for sheets provided such paper is used only once and then discarded.
5. The massage establishment may operate between the hours of 8:00 a.m. and 8:00 p.m.
6. Each employee of the massage establishment shall wear garments which cover the entire body, exclusive of the head, neck, arms, legs, hands and feet. Each employee must be fully covered from a point not more than four (4) inches above the center of the kneecap to the base of the neck, excluding the arms. Such garments shall not be transparent and must be maintained in a clean and sanitary condition.
7. Each service offered and the price thereof shall be posted in a conspicuous public location in each massage establishment.
8. All signage shall comply with PMC Title 19, and no signs may be illuminated.
9. The permittee shall report immediately to the finance director any and all changes of ownership of the business or the operator(s) thereof.
10. Before any new massage therapist or other employee performs any service at the massage establishment, the business shall provide to the finance director an updated list stating the number of massage therapists and other employees the business intends to employ at the massage establishment, the full name, date of

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birth, current address, and telephone number of each employee, the identification number and expiration date of each massage therapists CAMTC certificate, and how many massage therapists the applicant intends to be working on-site performing massages simultaneously. The business shall also provide a copy of each massage therapist's unexpired CAMTC certificate and identification card.

11. Every massage establishment shall maintain on the premises a current copy of the list provided to the finance director as required in this subsection. The list shall be available for inspection to city personnel at all times during regular business hours.
12. The exterior windows of a massage establishment shall not be blacked out.
13. Massages may not be carried on within any separate cubicle, room, booth or area within a massage establishment, which is fitted with a door capable of being locked. Additionally, except when there is no staff available to assure security for massage therapy patrons and staff who are behind closed doors, all reception and hallway doors must remain unlocked during business hours.
14. The massage establishment shall at all times display each massage therapist's certificate in an open and conspicuous place on the premises of the establishment.
15. Each massage therapist shall wear his or her CAMTC identification card on his/her outermost garment at all times while working in a massage establishment or at a business for the purpose of performing massage.
16. It is unlawful for any person to sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage, as defined in California Business and Professions Code § 23004, on the premises of any massage establishment or in conjunction with any massage business.
17. It is unlawful for any employee to directly or indirectly offer, administer, touch, or perform massage to a customer's specified anatomical areas.
18. A patron's specified anatomical areas must be fully draped at all times while any employee of the massage establishment or any other person is in the massage therapy cubicle or room.
19. It is unlawful for any massage therapist to perform massage without first draping the client. If at any time the draping falls off or is removed, the massage must stop until the client is redraped.
20. No massage establishment shall employ any person under 18 years of age as a massage therapist or in any other capacity. This subsection shall not prohibit a business, where massage is not the primary purpose of the business, from

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employing individuals under 18 years of age. However, massage therapists must still be at least 18 years of age.

B. The city council reserves the right to adopt by resolution additional rules and regulations, consistent with the provisions of this chapter regarding massage services. Such rules shall become effective immediately upon adoption.

5.64.080 Prohibited advertising practices.

It is a violation of this article for any person who does not possess a valid and unexpired CAMTC certificate, and for any massage establishment that employs or retains such a person, to:

A. State or advertise or put out any sign, card, or other device, or to represent to the public through any print or electronic media, that such person is certified, registered or licensed by a governmental agency as a massage therapist; or

B. Hold oneself out or use the title of "certified massage therapist" or "certified massage practitioner" or any other term, such as "licensed," "registered," or "CMT," that implies or suggests that the person is the holder of a certificate issued by CAMTC.

5.64.090 Violation of chapter.

No person shall violate a provision of this chapter or fail to comply with a provision of this chapter. A person who violates a provision of this chapter is guilty of a misdemeanor.

5.64.100 Effect of revocation of business permit for massage establishment.

A. The revocation of a business permit to operate a massage establishment shall terminate the right of the permit to engage in the business of massage anywhere within the city for a period of three (3) years following the effective date of revocation.

B. The revocation of a business permit to operate a massage establishment shall prohibit the operation of a massage establishment in that same location for a period of three (3) years. The revocation of a business permit to operate a massage establishment shall also prohibit a massage establishment, or any other business establishment operating in the same location, from using the same name and/or same phone number as the revoked massage establishment for a period of three (3) years.

C. If a business permit to operate a massage establishment is revoked, neither the spouse, child, brother, sister or parent of a permittee, nor a person possessing any ownership interest in the business for which the permit was revoked, or who was an employee thereof, shall be entitled to issuance of a business permit to operate the business.

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D. The provisions of this section shall be in addition to, and not limit, any provisions of Chapter 5.12 PMC.

5.64.110 Applicability to existing businesses and therapists.

The provisions of this chapter shall be applicable to all persons now engaged in the massage business.

Notwithstanding the above, all massage therapists holding a valid, unsuspended and unrevoked massage practitioner's permit issued by the city before the effective date of Ordinance No. ____ shall have one (1) year within which to obtain a CAMTC certificate to perform massage within the city. During the one-year exemption period, the holder shall continue to meet all conditions and qualifications specified in the prior version of this chapter. The one-year exemption shall no longer apply if such permit is suspended, revoked, or not renewed. The chief of police shall process applications for renewal of massage practitioners' permits issued by the city during the one (1) year exemption period, and may deny the renewal of, suspend, or revoke such permits pursuant to the prior version of this chapter.

5.64.120 Severability.

In the event any section or provision of this chapter is held invalid or unenforceable by a court of competent jurisdiction, the remaining sections or provisions shall not be affected.

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Proposed Chapter 5.64 MESSAGE ESTABLISHMENTS AND CERTIFIED MESSAGE THERAPISTS

Sections:

- 5.64.010 Purpose and intent.**
- 5.64.020 Definitions.**
- 5.64.030 Required licensing, permitting, and certification.**
- 5.64.040 Additional business permit requirements for massage establishments.**
- 5.64.050 Investigation; denial of business permits for massage establishments.**
- 5.64.060 Fees.**
- 5.64.070 Operational requirements.**
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- 5.64.120 Severability.**

5.64.010 Purpose and intent.

The purpose of this chapter is to provide for the orderly regulation of the business of massage and massage therapists in the city, and to protect the public's health and safety by establishing certain standards pertaining to massage therapy business activities within the City of Pittsburg and to recognize massage therapy as a legitimate business occupation and health-related service.

5.64.020 Definitions.

Unless the particular provision or context otherwise clearly requires, the definitions in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

“Applicant” means any person who applies for a business permit to operate a massage establishment. In the event the applicant is a non-natural person (e.g., a business entity), the term “applicant” shall also include the individual person legally authorized to act on behalf of the applicant and submit an application to the city pursuant to this article.

“Business permit” means a permit issued by the finance director pursuant to Chapter 5.12 PMC.

“California Massage Therapy Council” or “CAMTC” means the nonprofit organization created pursuant to California Business & Profession Code Section 4600, *et seq.*, to regulate and issue massage practitioner and therapist certificates.

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“CAMTC certificate” or “certificate” means the certificate, or conditional certificate, issued by the California Massage Therapy Council to massage therapists and to massage practitioners that entitles the holder to practice massage.

“Certified massage practitioner,” “CMP” or “practitioner” means a person who has a valid, unexpired certificate from, and who is in good standing with, the California Massage Therapy Council.

“Chief of police” means the city’s police chief or his/her designee.

“Compensation” means a payment, loan, advance, donation, contribution, deposit, tip, gift of money, or anything of value.

“Employee” means any person, including, but not limited to, an operator or massage therapist, who renders any service, with or without compensation, to a massage establishment business on a full-time, part-time, or contract basis, whether or not the person is denominated an employee, independent contractor, agent, or otherwise.

“Massage” means any method of placing pressure on, or friction against, or manipulating, stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of the human body below the neck with the hands or other parts of the body, with or without the aid of any mechanical or electrical apparatus or appliances, or with or without supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations commonly used in the practice of massage.

“Massage establishment” or “establishment” means a business where any person engages in or carries on massage in exchange for any form of consideration, whether at a fixed place of business or at a location designated by a customer or client for off-premises massage services. The term “massage establishment” includes a sole owner and employee of a massage business operating as a sole proprietorship.

“Massage therapist” means any person who gives or administers a massage to another person, for any form of consideration whatsoever.

“Operator” shall mean any person who supervises, directs, organizes, manages or controls or is any way responsible for or in charge of a massage establishment.

“Owner” means:

1. for a sole proprietorship, the sole owner of the business;
2. for a business association, each owner of 10% or more of the business;
3. for a corporation, each stockholder holding 10% or more of the corporation and each officer and director of the corporation;
4. for a limited liability company, each member of the company; and

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5. for a partnership, each partner, excluding limited partners owning less than 10% of the partnership, and where a partner is a corporation, the provisions pertaining to a corporate applicant in division (C) apply.
6. for any other type of entity not described above, every person having an interest, legal or equitable, in 10% or more of the massage establishment.

“Permittee” means a person issued a business permit for purposes of operating a massage establishment pursuant to Chapter 5.12 PMC and this chapter. “Permittee” also includes each person with any ownership interest in the business and each operator of the business.

“Person” means any individual, firm, association, partnership, corporation, joint venture, limited liability company, or any other business organization or combination of individuals of whatever form or character.

“Specified anatomical areas” means, less than completely and opaquely covered: human genitals, pubic regions, buttocks, or female breasts below a point immediately above the top of the areola, and human male genitals in a discernibly turgid state, even if completely and opaquely covered.

5.64.030 Required licensing, permitting and certification.

A. No person shall provide massage services for compensation in the City unless the person has obtained, and maintains in good standing, a valid and unexpired CAMTC certificate.

1. No person shall own, operate or maintain, or permit the operation of a massage establishment unless: the person is over the age of 18;
2. the owner and/or operator of the business have obtained a conditional use permit pursuant to PMC Tile 18;
3. the massage establishment has obtained, and maintains in good standing, a valid and unexpired city business permit under Chapter 5.12 PMC and the additional requirements contained in this chapter;
4. all employees employed by the massage establishment are certified massage practitioners; and
5. unless exempt there from, the owner(s) have applied for and obtained a city business license under Chapter 5.04 PMC.

B. A person may provide massage services as a home occupation provided the person is a certified massage practitioner and either:

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1. the services are contracted as an accessory use by a beauty salon, barbershop, or health/fitness club and the services are performed on the business premises, or
2. the services are provided in the home or business of a client.

No certified massage practitioner shall provide massage services for compensation in his or her home.

C. The provisions of this chapter shall not apply to the following:

1. Physicians, surgeons, chiropractors, osteopaths, nurses, physical therapists, or other health care professionals who are duly licensed by the state of California;
2. Those persons who are administering massage in the medical offices of and who are under the direct supervision of a licensed medical professional, as long as the services are within the licensed scope of services of the medical professional; or
3. Massage services provided in conjunction with a lawful, nonrecurring special event (e.g., health fair, medical seminars) that has obtained required permits from the city.

5.64.040 Additional business permit requirements for massage establishments.

A. In addition to the application requirements provided under Chapter 5.12 PMC, no application for a business permit to operate a massage establishment shall be complete until the finance director has received:

1. A list stating the number of massage therapists and other employees the applicant intends to employ at the massage establishment, the full name, date of birth, current address, and telephone number of each employee, the identification number and expiration date of each massage therapists CAMTC certificate, and how many massage therapists the applicant intends to be working on-site performing massages simultaneously. The business shall also provide a copy of each massage therapist's unexpired CAMTC certificate and identification card.
2. A list providing the complete name, address, and telephone number of each owner and operator of the proposed business.
3. Except as specified in subsection (C), an application for a background check filed, under penalty of perjury, by each individual owner and operator of the massage establishment containing the following:
 - a. The individual's full legal name and any other names used by the individual;

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- b. The individual's height, weight, color of eyes, and hair;
 - c. The business name, address and telephone number of the proposed massage establishment for which the business permit is sought.
 - d. The current residential address and telephone number of the individual, and two previous residential addresses and business addresses, if any.
 - e. A copy of a valid and current driver's license and/or identification issued by a state or federal government agency or other photographic identification bearing a bona fide seal by a foreign government showing, to the satisfaction of the city, that the individual is at least 18 years of age; and
 - f. The individual's business, occupation or employment history for the five years immediately preceding the date of the application;
 - g. The name and address of any massage establishment or similar business owned or operated by the person whether inside or outside the city or state;
 - h. The massage or similar business license history of the individual, including whether such person, in previously operating in this city or another city, county or state under a license or permit, has had such license or permit revoked or suspended, and the reasons and dates for any such revocation or suspension;
 - i. All criminal convictions, except infractions for traffic violations;
 - j. Two identical passport photos; and
 - k. The individual shall be fingerprinted, and such fingerprints shall be submitted to the department of justice for a criminal background check.
- 4. A statement as to whether the proposed business intends to provide massage services off-site.
 - 5. Information demonstrating that the proposed business is consistent with the applicable land use designation and city zoning code.
 - 6. A floor plan showing the layout of the massage establishment, to the specifications required by the finance department.
 - 7. A statement of the nature and character of the business and of any other business conducted or proposed to be conducted at the same location, if applicable.

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8. An acknowledgement signed by the applicant and each owner and operator of the massage establishment that:
 - a. all information contained in the application is true and correct;
 - b. the applicant and each owner and operator has read this chapter and is familiar with state and local requirements for massage establishments;
 - c. the applicant and all owners and operators shall be jointly responsible for all conduct of the business and its employees; and
 - d. the failure of the business, applicant, any owner, any operator, or any employee to comply with California Business and Professions Code sections 4600, et seq., and any local, state, or federal law, including CAMTC rules or regulations and the provisions of this chapter, may result in immediate suspension or revocation of the business permit.
9. Such other identification and information as may be required by the city to verify the truth of the matters specified in the business permit application or this section.

B. A business license application is deemed complete and validly filed when the finance director has received all information required by Chapter 5.12 PMC and this chapter, including the results of the department of justice criminal background check for each owner and operator, and has received any fees associated with the application or application processing.

C. If an owner or operator is a CAMTC certificate holder, submission of a copy of the owner's or operator's valid, unexpired CAMTC certificate and CAMTC identification card shall deem that individual exempt from the requirement of submitting an application for a background check under subsection (A)(3) of this section.

D. An application for renewal of a business permit to operate a massage establishment shall contain a declaration under penalty of perjury on a form approved by the finance director confirming that there has been no change in the identity of the owners or operators of the business and indicating any change in the contact information of each owner or operator.

5.64.050 Investigation; denial of business permits for massage establishments.

Upon receipt of a completed application for a business permit, the finance director and other city departments, including the police department, shall investigate the applicant and each owner and operator. In addition to the grounds for denial of an initial or renewal application for a business permit provided under Chapter 5.12 PMC, the finance director shall deny an application to operate a massage establishment if the finance director finds in writing that:

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A. The proposed business or activity would not be in compliance with federal, state or local laws and regulations;

B. The applicant or any owner or operator has been convicted, including a plea of nolo contendere, within the past five years, of an offense involving lewd conduct; an offense involving the use of force or violence upon the person of another whether denominated as a misdemeanor or a felony; a violation of Penal Code Sections 220, 261, 288a, 314, 315, 316, 318, 647(a) or 647(b); any violation involving the sale of a controlled substance specified in Health and Safety Code Sections 11054, 11055, 11057, or 11058; or any other crime or unlawful activity, on the basis of which the chief of police reasonably concludes that by reason of the nature of the crime or activity, the applicant's, owner's, or operator's operation of a massage establishment would pose a risk of harm to the public;

C. The applicant or any owner or operator is presently under indictment or is the subject of a criminal complaint for any of the crimes described in subsection (B) of this section;

D. That the applicant, any owner, any operator, and/or any proposed or actual employee of the massage business have engaged in unprofessional conduct, including but not limited to, personal conduct or operation of a business resulting in denial of a license, revocation, suspension, restriction, or any other disciplinary action taken against an applicant, owner and/or employee by the city, another city or county, by another state, by CAMTC, or by any governmental agency;

E. Making or causing to be made any false or misleading statement in the application or as to any other information presented as part of the application process; or

F. That, based on specific facts identified by the chief of police, the chief of police reasonably concludes that the operation of the proposed massage establishment would pose a risk to the public, that the applicant would not conduct the business in a law abiding or professional manner, and/or that the operation of the proposed business would subject patrons of the business to a risk of harm or criminal, deceitful or otherwise unethical practices.

5.64.060 Fees.

In addition to any other fees authorized by this code, an application fee in an amount established by city council resolution shall accompany any application for a permit under this chapter. Such fee shall be nonrefundable and shall be retained by the city for the costs of processing applications and administering this chapter. In addition, the applicant shall pay fees for fingerprinting and investigation required by the city for conducting background investigations. If an owner is a CAMTC certificate holder, the chief of police shall waive the background investigation and fee for that owner.

Attachment 1 Exhibit B

5.64.070 Operational requirements.

A. All massage establishments and massage therapists shall abide by the following operational requirements:

1. Each massage establishment, owner, operator, and employee shall comply with all provisions of this code, federal, state, and local laws, ordinances, and regulations, and CAMTC rules and regulations, as may be amended from time to time.
2. Any and all premises used by any person granted a city business permit for the operation of a massage establishment pursuant to Chapter 5.12 PMC and this chapter shall be subject to inspection by the city at reasonable times to ensure compliance with the provisions of this chapter, this code, state and federal laws, and CAMTC rules and regulations.
3. Adequate rest room facilities shall be available for use by customers.
4. Towels, sheets and linens of all types and items for the personal use of the therapists and clients shall be clean and freshly laundered and shall not be used for more than one person. Heavy white paper may be substituted for sheets provided such paper is used only once and then discarded.
5. The massage establishment may operate between the hours of 8:00 a.m. and 8:00 p.m.
6. Each employee of the massage establishment shall wear garments which cover the entire body, exclusive of the head, neck, arms, legs, hands and feet. Each employee must be fully covered from a point not more than four (4) inches above the center of the kneecap to the base of the neck, excluding the arms. Such garments shall not be transparent and must be maintained in a clean and sanitary condition.
7. Each service offered and the price thereof shall be posted in a conspicuous public location in each massage establishment.
8. All signage shall comply with PMC Title 19, and no signs may be illuminated.
9. The permittee shall report immediately to the finance director any and all changes of ownership of the business or the operator(s) thereof.
10. Before any new massage therapist or other employee performs any service at the massage establishment, the business shall provide to the finance director an updated list stating the number of massage therapists and other employees the business intends to employ at the massage establishment, the full name, date of

Attachment 1 Exhibit B

birth, current address, and telephone number of each employee, the identification number and expiration date of each massage therapists CAMTC certificate, and how many massage therapists the applicant intends to be working on-site performing massages simultaneously. The business shall also provide a copy of each massage therapist's unexpired CAMTC certificate and identification card.

11. Every massage establishment shall maintain on the premises a current copy of the list provided to the finance director as required in this subsection. The list shall be available for inspection to city personnel at all times during regular business hours.
12. The exterior windows of a massage establishment shall not be blacked out.
13. Massages may not be carried on within any separate cubicle, room, booth or area within a massage establishment, which is fitted with a door capable of being locked. Additionally, except when there is no staff available to assure security for massage therapy patrons and staff who are behind closed doors, all reception and hallway doors must remain unlocked during business hours.
14. The massage establishment shall at all times display each massage therapist's certificate in an open and conspicuous place on the premises of the establishment.
15. Each massage therapist shall wear his or her CAMTC identification card on his/her outermost garment at all times while working in a massage establishment or at a business for the purpose of performing massage.
16. It is unlawful for any person to sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage, as defined in California Business and Professions Code § 23004, on the premises of any massage establishment or in conjunction with any massage business.
17. It is unlawful for any employee to directly or indirectly offer, administer, touch, or perform massage to a customer's specified anatomical areas.
18. A patron's specified anatomical areas must be fully draped at all times while any employee of the massage establishment or any other person is in the massage therapy cubicle or room.
19. It is unlawful for any massage therapist to perform massage without first draping the client. If at any time the draping falls off or is removed, the massage must stop until the client is redraped.
20. No massage establishment shall employ any person under 18 years of age as a massage therapist or in any other capacity. This subsection shall not prohibit a business, where massage is not the primary purpose of the business, from

Attachment 1 Exhibit B

employing individuals under 18 years of age. However, massage therapists must still be at least 18 years of age.

B. The city council reserves the right to adopt by resolution additional rules and regulations, consistent with the provisions of this chapter regarding massage services. Such rules shall become effective immediately upon adoption.

5.64.080 Prohibited advertising practices.

It is a violation of this article for any person who does not possess a valid and unexpired CAMTC certificate, and for any massage establishment that employs or retains such a person, to:

A. State or advertise or put out any sign, card, or other device, or to represent to the public through any print or electronic media, that such person is certified, registered or licensed by a governmental agency as a massage therapist; or

B. Hold oneself out or use the title of "certified massage therapist" or "certified massage practitioner" or any other term, such as "licensed," "registered," or "CMT," that implies or suggests that the person is the holder of a certificate issued by CAMTC.

5.64.090 Violation of chapter.

No person shall violate a provision of this chapter or fail to comply with a provision of this chapter. A person who violates a provision of this chapter is guilty of a misdemeanor.

5.64.100 Effect of revocation of business permit for massage establishment.

A. The revocation of a business permit to operate a massage establishment shall terminate the right of the permit to engage in the business of massage anywhere within the city for a period of three (3) years following the effective date of revocation.

B. The revocation of a business permit to operate a massage establishment shall prohibit the operation of a massage establishment in that same location for a period of three (3) years. The revocation of a business permit to operate a massage establishment shall also prohibit a massage establishment, or any other business establishment operating in the same location, from using the same name and/or same phone number as the revoked massage establishment for a period of three (3) years.

C. If a business permit to operate a massage establishment is revoked, neither the spouse, child, brother, sister or parent of a permittee, nor a person possessing any ownership interest in the business for which the permit was revoked, or who was an employee thereof, shall be entitled to issuance of a business permit to operate the business.

Attachment 1 Exhibit B

D. The provisions of this section shall be in addition to, and not limit, any provisions of Chapter 5.12 PMC.

5.64.110 Applicability to existing businesses and therapists.

The provisions of this chapter shall be applicable to all persons now engaged in the massage business.

Notwithstanding the above, all massage therapists holding a valid, unsuspended and unrevoked massage practitioner's permit issued by the city before the effective date of Ordinance No. ____ shall have one (1) year within which to obtain a CAMTC certificate to perform massage within the city. During the one-year exemption period, the holder shall continue to meet all conditions and qualifications specified in the prior version of this chapter. The one-year exemption shall no longer apply if such permit is suspended, revoked, or not renewed. The chief of police shall process applications for renewal of massage practitioners' permits issued by the city during the one (1) year exemption period, and may deny the renewal of, suspend, or revoke such permits pursuant to the prior version of this chapter.

5.64.120 Severability.

In the event any section or provision of this chapter is held invalid or unenforceable by a court of competent jurisdiction, the remaining sections or provisions shall not be affected.

Attachment 1 Exhibit C

Amend the Pittsburg Municipal Code (PMC) Title 18, in order to read substantially as shown below.

Section 18.08.080(18), “Massage Therapy Services” of the PMC is hereby amended to read as follows (~~strikethrough~~ indicates deletion; underline indicates insertion):

~~18. Massage Therapy Services. Establishment providing the administration of massage or acupressure, which consists of the method of treating the human body by rubbing, pressing, stroking, kneading, tapping, pounding, vibrating, or stimulating with the hands or any instrument by a massage practitioner licensed by a school approved by the state of California. A certified massage practitioner shall obtain a massage practitioner’s permit from the chief of police and be governed by Chapter 5.64 PMC.~~ Massage Establishment. An establishment where any person engages in or carries on massage in exchange for any form of consideration, whether at a fixed place of business or at a location designated by a customer or client for off-premises massage services. The term ‘massage establishment’ includes a sole owner and employees of a massage business operating as a sole proprietorship. Refer to PMC Chapter 5.64 for additional definitions related to massage establishments.

The schedules in Section 18.52.010, “CO, CN, CC, CS, CSD, CW and CP districts – Land use regulations” of the PMC are hereby amended as follows (~~strikethrough~~ indicates deletion; underline indicates insertion):

CO, CN, CC CS, CSD, CW AND CP DISTRICTS – LAND USE REGULATIONS

P = Permitted

U = Use Permit

T = Temporary Activity Permit

L = Limited (See Additional Use Regulations)

Z = Zoning Administrator Approval

– = Not Permitted

	CO	CN	CC	CS	CSD	CW	CP
Commercial							
Massage Therapy Services	L-131	L-131	L-131	L-131	L-131	L-131	U <u>L-131</u>
<u>Massage Establishment</u>							

CO, CN, CC CS, CSD, CW AND CP DISTRICTS – ADDITIONAL USE REGULATIONS

L-131	Permitted only when the person has applied for and obtained a permit pursuant to the requirements of Chapter 5.64 PMC. <u>Use permit required. Applicant must also apply for and obtain a business permit pursuant to the requirements of Chapter 5.64 PMC.</u>
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The schedules in Section 18.53.020, “Land use and development regulations” of the PMC are hereby amended as follows (~~strikethrough~~ indicates deletion; underline indicates insertion):

M DISTRICT – LAND USE REGULATIONS

P = Permitted
 U = Use Permit
 T = Temporary Activity Permit
 L = Limited (See Additional Use Regulations)
 Z = Zoning Administrator Approval
 – = Not Permitted

	M
Commercial	
Massage Therapy Services <u>Massage Establishment</u>	L-131

M DISTRICT – ADDITIONAL USE REGULATIONS

L-131	Permitted only when the person has applied for and obtained a permit pursuant to the requirements of Chapter 5.64 PMC. <u>Use permit required. Applicant must also apply for and obtain a business permit pursuant to the requirements of Chapter 5.64 PMC.</u>
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**Office of the City Manager
65 Civic Avenue
Pittsburg, CA 94565**

MEMO: June 18, 2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

RE: **Introduction and Waive First Reading of an Ordinance Amending the City's Regulations for Massage Establishments, AP-18-1335 (RZ).**

EXECUTIVE SUMMARY

This is a public hearing on a City-initiated proposal to consider amendments to Chapter 5.64, "Certified Massage Practitioners and Therapeutic Massage Businesses" and Title 18, "Zoning" of the Pittsburg Municipal Code to modify the current land use definitions, application process, permit requirements, and enforcement provisions for massage establishments citywide. On May 22, 2018, the Planning Commission adopted Resolution No. 10100, recommending City Council approval of the proposed amendments to Title 18.

FISCAL IMPACT

There are no direct fiscal impacts associated with these amendments.

RECOMMENDATION

City Council open the public hearing; take public comment; close the public hearing; and introduce, waive further reading, and pass to second reading, the attached ordinance amending Chapter 5.64, "Certified Massage Practitioners and Therapeutic Massage Businesses" and Title 18, "Zoning" of the Pittsburg Municipal Code.

BACKGROUND

The City regulates massage therapists and massage establishments through provisions in Chapter 5.64, "Certified Massage Practitioners and Therapeutic Massage Businesses," of the Pittsburg Municipal Code (PMC). The provisions in this chapter are out of date, due to the 2008 adoption of the Massage Therapy Act (Senate Bill 731). The Massage Therapy Act provided consistent regulations for massage practitioners throughout the State of California. The Act also provided for creation of the California Massage Therapy Council, (CAMTC), a statewide, non-profit organization, responsible for regulating and issuing massage practitioner and therapist certificates. The Act initially removed local jurisdictions' ability to require use permits for massage establishments, to ensure the regulations

applicable to these businesses would not be stricter than those affecting other personal service uses. In 2015, Assembly Bill 1147 was adopted which reversed the limitation on use permits.

This item is a City-initiated amendment to repeal the existing massage establishment regulations in Chapter 5.64 and replace the entire chapter with updated regulations consistent with the Massage Therapy Act and current City practices. The amended regulations would require all massage therapists to possess a valid CAMTC certificate and undergo a background check performed by the Pittsburgh Police Department. Other changes include expanded definitions, additional submittal requirements, additional operating requirements, and expanded criteria for review of business permit applications. Separate amendments to Title 18, "Zoning" are proposed to ensure consistency throughout the PMC, including changes to the land use definition for a massage establishment and clarification that a use permit would be required for establishments in commercial and mixed-use zoning districts.

On May 22, 2018, the Planning Commission adopted Resolution 10100, recommending approval of the proposed amendments to Title 18, "Zoning". The Planning Commission received a draft of the proposed amendments to Chapter 5.64 for informational purposes; however, only the proposed changes to Title 18 require a recommendation from the Planning Commission.

STAFF ANALYSIS

The Massage Therapy Act was adopted to provide consistent regulations for massage practitioners throughout the State. The proposed amendment to PMC Chapter 5.64 will align the City's regulations with the provisions in the Massage Therapy Act. The requirement for certification and licensing from CAMTC will strengthen the City's ability to enforce these regulations. The proposed amendments to Title 18 will ensure internal consistency with PMC Chapter 5.64.

ATTACHMENTS:

1. Proposed Ordinance
 - a. Exhibit A – Existing PMC Chapter 5.64
 - b. Exhibit B – Proposed PMC Chapter 5.64
 - c. Exhibit C – Proposed PMC Title 18 Amendments
2. Planning Commission Resolution No. 10100
3. Public Hearing Notice



OFFICE OF THE CITY ATTORNEY

65 Civic Avenue
Pittsburg, California 94565

DATE:

TO: Mayor/Chair and Council/Board Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Appoint Donna Mooney as City Attorney

MEETING DATE: 7/16/18

EXECUTIVE SUMMARY

The City Council conducted an open, competitive recruitment for City Attorney and Donna Mooney was selected. Staff has prepared the employment agreement consistent with the Council's direction.

FISCAL IMPACT

The City Attorney's pay in the amount of \$185,000 per year, and benefits have been budgeted for Fiscal Year 18/19, as approved on June 18, 2018. It is anticipated that costs for the City Attorney will be offset by reduced expenses for outside contractual legal services.

RECOMMENDATION

It is recommended that the City Council adopt the proposed Resolution appointing Donna Mooney as City Attorney effective August 2018 and authorizes the Mayor to sign the agreement on behalf of the City.

BACKGROUND

On, January 22, 2018, the City contracted with Peckham and McKenney Executive Search to conduct a City Attorney recruitment on behalf of the City. Peckham and McKenney Executive Search conducted the recruitment and on June 8, 2018, the City Council conducted interviews. Following the interviews, the City Council selected Donna Mooney as the City Attorney. The Mayor was authorized by the City Council to negotiate with Ms. Mooney the salary and benefits, consistent with direction provided. The Mayor and Ms. Mooney agreed upon the terms of Ms. Mooney's employment and the requisite employment agreement was prepared.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The City Attorney's employment agreement (attached) has been prepared in accordance with the direction of the City Council.

ATTACHMENTS:

Resolution

Employment Agreement

Class Specification

Report Prepared By:

Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving an Agreement Employing)
Donna Mooney as City Attorney) RESOLUTION NO. 18-

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

WHEREAS, the City Council conducted a thorough recruitment for City Attorney and wishes to hire Donna Mooney to serve as City Attorney of the City of Pittsburgh; pursuant to the Employment Agreement attached and incorporated here by reference (the "Agreement"); and

WHEREAS, Donna Mooney has the requisite skills and knowledge to serve the City as City Attorney and has indicated her concurrence in the terms of the Employment Agreement.

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

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

Section 2. The City Council adopts this Resolution approving the Employment Agreement between the City of Pittsburgh and Donna Mooney.

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

PASSED AND ADOPTED this 16th day of July 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving an Agreement Employing)
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NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
Established: 06/18

CITY ATTORNEY

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction from the City Council, provides overall and general legal advice, counsel and assistance to the City Council, Boards and Commissions, and City staff; reviews contracts and other documents requiring legal review; represents the City in court and administrative proceedings.

DISTINGUISHING CHARACTERISTICS:

The City Attorney is considered a Department Director with responsibility for directing the activities of a department within the City. This incumbent is responsible for providing legal services and counsel on a wide range of legal issues for the City Council, City departments, and related agency boards and commissions. The City Attorney position requires aggressive and creative problem-solving ability and emphasizes practice of preventative law while keeping City Council and City Staff well informed and up to date on all matters regarding legal implementation, compliance and legislative impacts.

SUPERVISION RECEIVED/EXERCISED:

Receives policy direction from the City Council. Exercises direct and indirect supervision of all department heads and City staff.

TYPICAL TASKS: *(include but are not limited to the following)*

- Advise the City Council and management staff on a wide variety of legal matters pertaining to City business including drafting legal opinions, making presentations or responding to general legal-related questions during Council meetings and provide legal advice to all city boards, commissions, city council, and city departments.
- Plan, organize, direct and coordinate the activities of the City Attorney's office to ensure proper "follow through" on all items of legal import.
- Assist in developing and implementing goals, objectives policies and priorities of the City Council.
- Develop and implement various systems and procedures to meet departmental goals, objectives and priorities.

- Draft and review a wide variety of documents including ordinances, resolutions, contracts, leases.
- Review similar documents prepared by other City staff or outside contract attorneys.
- Represent the City in court and administrative proceedings including consulting with and reviewing the performance of assigned counsel.
- Prepares, justifies and administers the City Attorney's budget.
- Respond to staff and citizen inquiries and issue legal opinions.
- Select, supervise, and evaluate assigned staff.
- Attend City Council, Planning Commission and other meetings regularly as needed.
- Review all claims against the City, coordinate with the City's joint risk pool and oversee claims administration and litigation involving the City.
- Perform related duties as directed by the City Council.

MINIMUM QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Graduation from an accredited law school and five years of responsible public agency legal experience performing duties comparable to those of an attorney in the office of a City Attorney or County Counsel.

License/Certificate:

Active membership in the California State Bar. Possession of a valid California State Driver's License may be required.

Other Requirements:

Physically and mentally capable of performing the functions of the job, including but not limited to those summarized in Typical Tasks.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform typical tasks of the position)*

Knowledge of:

Operations, services, and activities of a City Attorney's Office. Principles and application of civil, criminal, and administrative law and procedure. Pertinent federal, state, and local laws, codes, and regulations including litigation, conflict of interest, labor, employment, land use, environment, fair housing and discrimination and eminent domain. The Brown Act, Fair Political Practices Act, and other state laws and court cases applicable to municipalities and public bodies. Methods and techniques of case management, prioritization, and control. Methods and techniques for legal research, analysis, and

writing. Advanced principles and practices of program development and administration. Principles and practices of municipal budget preparation and administration. Principles of supervision, training, and performance evaluation. Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases

Ability to:

Manage and direct the work of the City Attorney's Office. Develop and administer departmental goals, objectives, and procedures. Properly interpret and make decisions in accordance with laws, regulations, and policies. Analyze and assess programs, policies, and operational needs and make appropriate adjustments. Identify and respond to sensitive community and organizational issues, concerns, and needs. Plan, organize, direct, and coordinate the work of assigned staff. Delegate authority and responsibility. Select, supervise, train, and evaluate staff. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals. Research, analyze, and evaluate new service delivery methods and techniques. Analyze complex legal issues, evaluate alternatives, and implement sound solutions. Negotiate effectively on behalf of clients concerning litigation and contracts. Prepare litigation documents, pleadings, motions and points and authorities. Provide effective representation in hearings, courts of law, and meetings. Prepare clear and concise administrative and financial reports. Prepare and administer large and complex budgets. Interpret and apply applicable federal, state, and local policies, laws, and regulations. Operate office equipment including computers and supporting word processing, spreadsheet, and database applications. Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with those contacted in the course of work.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into this July ____, 2018 by and between THE CITY OF PITTSBURG, hereinafter called and referred to as "CITY" and DONNA MOONEY hereinafter called and referred to as "EMPLOYEE."

RECITALS

CITY desires to employ EMPLOYEE as City Attorney of the City of Pittsburg, California and EMPLOYEE desires to serve in such capacity.

The City Council, as appointing authority and EMPLOYEE desire to agree in writing on the terms and conditions of EMPLOYEE's employment.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the parties hereto do now agree as follow:

SECTION 1 DUTIES

(a) CITY hereby agrees to employ EMPLOYEE as City Attorney of the CITY; such duties are generally described in the classification specification attached as Exhibit A.

(b) The classification specification may change from time to time at CITY's sole discretion.

(c) EMPLOYEE shall perform their duties to the best of their ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the CITY.

(d) EMPLOYEE shall not engage in any activity, which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law.

SECTION 2 TERM

EMPLOYEE shall continue to be retained as the City Attorney of the CITY for a period of three (3) years commencing September 4, 2018 and ending on September 4, 2021.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, Termination and Severance Pay, of this Agreement.

The parties recognize and reaffirm that: 1) EMPLOYEE is an "at will" employee whose employment may be terminated by the CITY without cause; 2) there is no express or implied promise made to EMPLOYEE for any form of continued employment; and 3) this Agreement is the sole and exclusive basis for the employment relationship between EMPLOYEE and CITY.

At least six (6) months prior to the expiration of the Term, each party shall endeavor to provide the other party with its written notice of intention to negotiate a new Employment Agreement, amend the existing Agreement, or end the employment relationship at the Term's conclusion. However, noncompliance with this six (6) month notice provision shall not be construed to extend the term of this Agreement beyond the date first set forth in this Section or to otherwise modify any term of this Agreement.

SECTION 3 TERMINATION AND SEVERANCE PAY

(a) The City Council may terminate this Agreement for convenience at their absolute discretion upon thirty (30) days written notice to EMPLOYEE. If EMPLOYEE is terminated by the City Council for (1) conviction of a felony; (2) conviction of any illegal act involving moral turpitude or personal gain; (3) a plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain; or (4) conviction of misdemeanor that causes the City Council to lose confidence in EMPLOYEE's ability to perform their job, the City Council shall have no obligation to provide thirty (30) days advance written notice or to pay the severance pay set forth in this section.

(b) In the event the City Council terminates the EMPLOYEE without cause during the term of this Agreement, the CITY shall compensate EMPLOYEE by (1) providing a lump sum cash payment at the time of termination equal to eight (8) months of EMPLOYEE's monthly base salary and (2) continuing the EMPLOYEE's current health insurance coverage for six (6) months through COBRA participation.

(c) In the event EMPLOYEE voluntarily resigns their position with CITY at any time during the term of this Agreement, then EMPLOYEE shall give CITY no less than sixty (60) days written notice, unless the parties otherwise agree. Failure of EMPLOYEE to give the required sixty (60) days written notice will result in a pro-rata reduction in benefits normally payable to resigning City employees, such as, but not limited to, accrued vacation payment, sick leave payment, and the like. Voluntary resignation by EMPLOYEE will result in a loss of all severance pay to them by CITY. Any appeal of such loss of severance pay shall be submitted by EMPLOYEE to the City Clerk within five (5) calendar days of receipt of written notice of termination.

SECTION 4 DISABILITIES

If EMPLOYEE is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twelve (12) weeks during any twelve (12) month period, whichever is greater, then CITY shall have the option to terminate this Agreement, subject to the severance requirements of Section 3, Termination and Severance Pay.

SECTION 5 COMPENSATION

CITY agrees to pay EMPLOYEE for their services rendered hereunder at an annual rate of \$185,000.00 (one hundred eighty-five thousand dollars and zero cents) which sum shall be considered base salary and shall be payable in installments at the same time as other employees of the CITY are paid, and subject to customary withholdings.

In addition, City Council agrees to propose adjusting said base salary and other benefits of EMPLOYEE, subject to the performance evaluation process described in Section 6, Evaluation of Performance, of this Agreement, which shall be merit based after the first year of employment hereunder. Any increase to base salary or adjustments to benefits require the approval of the City Council and the City Council is not obligated to adopt the Mayor's proposal.

SECTION 6 EVALUATION OF PERFORMANCE

(a) City Council shall review and evaluate the performance of EMPLOYEE at least annually or at other times chosen by the City Council. Said review and evaluation shall be in accordance with specific criteria developed by the City Council with consultation from EMPLOYEE. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with EMPLOYEE. Further, the City Council shall provide EMPLOYEE with a summary written statement of the findings of the City Council and provide an adequate opportunity for EMPLOYEE to discuss their evaluation with the City Council. Such evaluations shall provide the basis for any merit pay provided herein.

(b) The City Council and EMPLOYEE shall periodically define such goals and performance objectives which they determine necessary for the proper completion of EMPLOYEE's duties, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall

generally be reasonably attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

SECTION 7 HOURS OF WORK

It is recognized that EMPLOYEE may be required to devote a great deal of time outside the normal office hours to business of the CITY, and to that end, EMPLOYEE shall be allowed to take administrative time off from work as provided in Section 10, Vacation, Sick, and Other Supplemental Benefits, of this Agreement.

EMPLOYEE shall be allowed to establish a flexible work schedule subject to the City Council's review and approval.

SECTION 8 INSURANCE

CITY shall make available to EMPLOYEE and eligible dependents the same health insurance, dental insurance, disability insurance, life insurance, and other insurance plan participation as is provided to all other members as identified in the Senior Executive Team Salary and Benefits Schedule of the CITY. A copy of this salary and benefit schedule, as of the effective date of this Agreement, is attached as Exhibit B.

SECTION 9 AUTOMOBILE AND EQUIPMENT

EMPLOYEE shall receive, in lieu of reimbursement for mileage or automobile expenses and in lieu of access to CITY's motor pool vehicles, a \$450 (four hundred fifty dollars and zero cents) monthly automobile allowance.

EMPLOYEE may have, at EMPLOYEE's option, a CITY-provided cellular phone and may use such cellular phone consistent with the City Manager's Administrative Order and/or other CITY administrative regulations.

SECTION 10 VACATION, SICK & OTHER SUPPLEMENTAL BENEFITS

CITY shall provide EMPLOYEE with vacation, sick, holiday, and administrative leave in the same manner as provided to all other department directors of the CITY. CITY shall provide EMPLOYEE with all other benefits as provided to department directors. As used herein, benefits include, but are not limited to, vacation, sick leave,

holidays, retirement (PERS) benefits and payments, health insurance, deferred compensation contributions, and educational tuition reimbursement.

SECTION 11 DUES AND SUBSCRIPTIONS

CITY shall pay for the professional dues and subscriptions of EMPLOYEE necessary for their continuation and full participation in the State Bar of California and Public Law and Real Property Law Sections, and Contra Costa Bar Association.

SECTION 12 PROFESSIONAL DEVELOPMENT

At the time of the execution of this Agreement, the parties acknowledge that EMPLOYEE is or will be a member of the organization(s) described in **Section 11, Dues and Subscriptions**, above. As such, EMPLOYEE will maintain an active membership, and is, in some cases, obligated to attend various meetings, activities and seminars of said organization(s). As well, other organizations such as the League of California Cities sponsor and offer short courses, institutes, seminars, and the like, the attendance at which by EMPLOYEE would be necessary for their professional development and would be beneficial to CITY. Accordingly, and subject to budgetary constraints, time limitation and convenience of CITY and EMPLOYEE, EMPLOYEE is permitted and encouraged, and in some instances required by CITY, to attend such of said meetings, activities, seminars, courses, institutes, and the like as may be permitted by the City Council, in consultation with EMPLOYEE. EMPLOYEE's travel, subsistence, and other expenses associated in connection with the same shall be governed in accordance with applicable CITY policy.

SECTION 13 CONFLICT OF INTEREST

EMPLOYEE understands that their professional responsibility under the terms of this Agreement is solely to CITY. Other than those items specifically and previously disclosed, EMPLOYEE warrants that he presently has no interest and will not acquire any direct or indirect interest that would conflict with their performance of duties under this Agreement.

EMPLOYEE agrees to remain in the exclusive employment of the CITY during the term of this Agreement.

SECTION 14 RESOLUTION OF DISPUTES

(a) If either party brings an action to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees and costs. Prior to either party

commencing litigation, the parties shall mutually agree to voluntary mediation and shall mutually agree upon the mediator and shall equally divide the cost of mediation.

(b) If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE or its successor in interest ("JAMS") and JAMS shall provide the parties with the names of five (5) qualified mediators. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, the Mayor or his/her designee and the EMPLOYEE shall alternatively strike one name from the list until one name remains and such person shall serve as the mediator. The next to the last name stricken shall be the alternate mediator to serve in the event the first mediator is not available. The procedure shall be followed until there is an available mediator.

(c) If the dispute remains unresolved after mediation, either party may commence litigation.

(d) The CITY retains the right to discontinue severance payments under Section 3, Termination and Severance Pay, herein pending resolution of any disputes.

SECTION 15 ENTIRE AGREEMENT

This Agreement is the final and complete expression of the discussions, understandings and agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

SECTION 16 ASSIGNMENT

This Agreement is not assignable by either CITY or EMPLOYEE.

SECTION 17 SEVERABILITY

In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

CITY OF PITTSBURG

EMPLOYEE

By _____
Dwaine "Pete" Longmire
Mayor

By _____
Donna Mooney



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

DATE: 6/27/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Approve a Reclassification

MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

The City Manager, upon recommendation from Human Resources and Director of Public Works, recommends the reclassification of one Accounting Technician to Administrative Specialist.

FISCAL IMPACT

The fiscal impact of the reclassification of an Accounting Technician to Administrative Specialist is \$5,526 for the 2018/19 fiscal year. The cost of the reclassification will be funded through the existing budget.

RECOMMENDATION

The City Council adopt a resolution approving the reclassification for one Accounting Technician to Administrative Specialist effective the beginning of the pay period, July 15, 2018.

BACKGROUND

A request was received in Human Resources to review the duties performed by an Accounting Technician. In evaluating the request, staff reviewed the Position Classification Questionnaire that details current duties and responsibilities, class specifications and Personnel Rule 3.5 - Reclassification. The respective supervisor and department head also reviewed the Position Classification Questionnaire for accuracy and recommended the incumbent be properly classified to reflect her current duties and responsibilities. Staff concluded the classification study and found it was appropriate to reclassify the incumbent Accounting Technician as she spends the majority of her time performing a variety of

complex, confidential and responsible secretarial and administrative support to the Public Works department.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Personnel Rule 3.5-Reclassifications permits the City Manager to reclassify some positions when the duties of a position necessitate a change. The City Manager's ability to reclassify employees is limited to those classifications within a "class series." Personnel Rule 3.5 calls for the City Council to reclassify positions not within a "class series" and, consequently, the reclassification of Accounting Technician to Administrative Specialist requires City Council approval.

ATTACHMENTS: Resolution

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Reclassification of Accounting Technician)
to Administrative Specialist)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, one Accounting Technician and has been performing duties of a higher classification; and

WHEREAS, a classification study recommends the reclassification of the Accounting Technician to Administrative Specialist; and

WHEREAS, Personnel Rule 3.5 – Reclassification – provides the City Manager limited authority to enact reclassifications, and the proposed reclassification from Accounting Technician to Administrative Specialist requires City Council approval.

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

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

Section 2. The City Council adopt this Resolution reclassifying one Accounting Technician to Administrative Specialist.

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

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

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine “Pete” Longmire, Mayor

Alice E. Evenson, City Clerk



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

DATE: 6/28/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Approve a Reclassification
MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

The City Manager, upon recommendation from Human Resources and Director of Community Services, recommends the reclassification of one Senior Financial Analyst to Administrative Officer.

FISCAL IMPACT

The fiscal impact of the reclassification of a Senior Financial Analyst to Administrative Officer is \$14,388 for the 2018/19 Fiscal Year which will be absorbed from existing Council approved FY18-19 budget.

RECOMMENDATION

The City Council adopt a resolution approving the reclassification for one Senior Financial Analyst to Administrative Officer effective the beginning of the pay period, July 15, 2018.

BACKGROUND

A request was received in Human Resources to review the duties performed by a Senior Financial Analyst. In evaluating the request, staff reviewed the Position Classification Questionnaire that details current duties and responsibilities, class specifications and Personnel Rule 3.5 - Reclassification. The respective supervisor and department head also reviewed the Position Classification Questionnaire for accuracy and recommended the incumbent be properly classified to reflect her current duties and responsibilities. Staff concluded the classification study and found it was appropriate to reclassify the incumbent Senior Financial Analyst due the level of financial and contract management provided to the Pittsburg Power Company.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Personnel Rule 3.5-Reclassifications permits the City Manager to reclassify some positions when the duties of a position necessitate a change. The City Manager's ability to reclassify employees is limited to those classifications within a "class series." Personnel Rule 3.5 calls for the City Council to reclassify positions not within a "class series" and, consequently, the reclassification of Accounting Technician to Administrative Specialist requires City Council approval.

ATTACHMENTS: Resolution

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Reclassification of Sr. Financial Analyst)
to Administrative Officer)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, one Senior Financial Analyst and has been performing duties of a higher classification; and

WHEREAS, a classification study recommends the reclassification of the Senior Financial Analyst to Administrative Officer; and

WHEREAS, Personnel Rule 3.5 – Reclassification – provides the City Manager limited authority to enact reclassifications, and the proposed reclassification from Senior Financial Analyst to Administrative Officer requires City Council approval.

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

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

Section 2. The City Council adopt this Resolution reclassifying one Senior Financial Analyst to Administrative Officer.

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

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

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine “Pete” Longmire, Mayor

Alice E. Evenson, City Clerk



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

DATE: 6/29/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution to Allocate Funds and Approve a Consultant Agreement for the Preparation of the Green Infrastructure Plan

MEETING DATE: 7/16/2018

EXECUTIVE SUMMARY

In compliance with the City's current stormwater permit, the City is required to develop a long-term planning tool to assist the City in implementing multi-benefit, green projects designed to control, prevent, and mitigate stormwater pollution. The Green Infrastructure Plan (Plan) will be developed with support from an environmental consultant and submitted to the San Francisco Regional Water Quality Control Board with the City's 2019 Annual Report.

FISCAL IMPACT

If approved, the attached Resolution will allocate \$50,000 from the City's FY 2018-2019 budget for the National Pollutant Discharge Elimination System (NPDES) Program (Fund 207). There are sufficient funds in Fund 207 for Professional Services to accommodate the allocation.

RECOMMENDATION

City Council adopt the attached Resolution allocating \$50,000 from NPDES funds and authorize the City Manager to execute an agreement with the consultant.

BACKGROUND

The City operates under a Municipal Regional Stormwater Permit (MRP 2.0), issued by the San Francisco Regional Water Quality Control Board (RWQCB). The permit was re-issued on November 19, 2015, with an effective date of January 1, 2016, and contains 22 provisions related to controlling, preventing, and mitigating pollutants that enter waterways.

Contra Costa Permittees, collectively, must implement Green Infrastructure to reduce the presence of certain contaminants by 2020. Permittees must also plan for substantially larger reductions over the coming decades.

The strategy to meet these long- term pollutant reduction goals requires the development of a Green Infrastructure Framework outlining the City's work plan to develop the Green Infrastructure Plan. Elements of the Plan will include: low impact design criteria and guidelines for "greening" public right of ways, reasonable assurance analyses related to waste load reductions, and mapping planned potential Green Infrastructure projects.

With the adoption of Resolution 17-13364 on May 1, 2017 the City Council adopted the Green Infrastructure Framework which outlined the tasks, timeframes, and resources required to develop the Plan.

SUBCOMMITTEE FINDINGS

Not applicable

STAFF ANALYSIS

A majority of the deliverables required for the Plan is being developed collaboratively through the Contra Costa Clean Water Program. However, development of the City's final Plan and analyses will require support from an environmental consultant. The Plan will require approval by the City Council prior to its submittal to the Regional Water Quality Control Board with the City's 2019 Annual Report.

ATTACHMENTS: Proposal
Resolution

Report Prepared By: Jolan Longway
Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Allocating Funds for the Development)
Of the City's Green infrastructure Plan)

RESOLUTION NO. 18-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, in compliance with the City's current stormwater permit, the City is required to develop a long-term planning tool to assist the City in implementing multi-benefit, green projects designed to control, prevent, and mitigate stormwater pollution, specifically the reduction of certain contaminants; and

WHEREAS, this tool, called the Green Infrastructure Plan (Plan) must be submitted to the San Francisco Regional Water Quality Control Board with the City's 2019 Annual Report; and

WHEREAS, development of this Plan requires support from an Environmental Consultant; and

WHEREAS, Consultant has agreed to provide professional consulting services for the development of the Green Infrastructure Plan per the attached proposal; and

WHEREAS, staff requests allocation of \$50,000 from the City's adopted FY 2018-2019 budget for NPDES Fund 207 (for Professional Services), for this purpose.

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

Section 1. That the above recitals are true and correct and have served as the basis for the findings and actions of the City Council set forth below.

Section 2. The City Council hereby authorizes allocation of \$50,000 from NPDES Fund 207 for Professional Services, for the consultant services to assist with the development of the Green Infrastructure Plan.

Section 3. The City Council hereby authorizes the City Manager to execute an Agreement with the Consultant for the tasks outlined in their proposal.

Section 4. The Resolution shall take effect immediately upon adoption.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Dwaine "Pete" Longmire, Mayor

Alice E. Evenson, City Clerk

CONSULTANT SCOPE OF WORK

TASK A – Prioritization and Mapping of Potential and Planned Green

Infrastructure Projects: With the use of the RAA prepared by the CCCWP and referencing the CCW SWRP, the Consultant shall identify, map and prioritize areas for potential and planned Green Infrastructure Projects on both public and private land, and within the public right-of way. The Consultant shall review and analyze the RAA results for the City and develop a phased Green Infrastructure Implementation schedule as required by the MRP. In collaboration with the CCCWP's efforts, the Consultant shall develop prioritization criteria and a guidance document for the City.

TASK B – Develop Requirements for Design of Projects to Meet

Hydromodification Sizing Requirements or Other Accepted Sizing Requirements:

The Consultant shall integrate the sizing criteria as developed by the CCCWP and as recommended by BASMAA into the Plan.

TASK C – Planning Document Update, Summary of Updates, and Workplan for

Future Plans: The City will begin the process of updating its General Plan. The Consultant shall review the City's existing policies, programs, and any modifications recommended by the CCCWP. The Consultant shall work with City Staff and the City Attorney. The Consultant shall develop a workplan that outlines and proposes an integrated approach that ensures the incorporation of Green Infrastructure measures in future plans.

TASK D – Workplan for Completion of Prioritized Projects: Based on the findings from TASK A, the Consultant shall create a workplan for the implementation of prioritized projects.

TASK E – Evaluation of Funding Options: The Consultant shall incorporate funding strategies developed regionally as well as locally. Recommend additional options for consideration and prioritize the options.

TASK F – Conduct Outreach and Education with Public, Staff and Elected

Officials: The Consultant shall develop a Public Outreach Plan to City staff and elected officials. The Consultant shall conduct a workshop with City staff from the Community Development Department, Public Works and Engineering Departments. In addition, the Consultant shall conduct a study session for the City Council to present the draft Plan.

TASK G – Plan: The Consultant shall develop the City's Plan, inclusive of Tasks A through F as noted above. The Plan shall be comprehensive and meet the MRP

requirements. A draft Plan shall be submitted to City staff for review and the end of April 2019. The final Plan shall be completed by June 30, 2019 for approval by the City.