



**CITY OF PITTSBURG
AGENDA**

JULY 20, 2020

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

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

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

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

PRESIDING

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

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

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



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

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

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

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

AUDIENCE REMARKS

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

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

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

Number of cases: One (1) Case

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

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

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

Unrepresented employees: Management Group; Senior Executive Team

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATION

3. Chamber of Commerce Business Improvement District (BID)

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

See Public Advisory.

COMMITTEE REPORTS

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

PUBLIC HEARING

4. 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 2020-21)

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.

5. 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 2020-21)

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.

CONSIDERATION

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

The City of Pittsburg desires to lease a modular building at 31 Marina Blvd. to Global Resources Trading, LLC (Lessee) as a fish market, banquet facility, and restaurant for a term of four years as part of a proposed permanent structure be constructed on adjacent parcels in the marina area.

CONFLICT OF INTEREST STATEMENT

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

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

7. Minutes of June 29, 2020 and July 6, 2020
8. Adoption of a Pittsburg Power Company Resolution to Enter Into a Consultant Agreement with Dunbar and Associates For Fiscal Year 2020-2021

Pittsburg Power Company (PPC) is seeking to enter into a consultant agreement (Agreement) with Dunbar and Associates (Consultant) for the period of July 1, 2020 through June 30, 2021 for the administration of the Future Build Program (Future Build) and for guidance in the areas of Human Resources, Economic Development, solar energy and project management services as necessary.

9. Adoption of a City Council Resolution Accepting the Plans and Specifications, Allocating Funds, and Awarding Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project

Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation (the "Project"), will replace portions of West Leland Road between Bailey Road and Railroad Avenue, and a segment of Loveridge Road from East Leland Road to State Route 4. If approved, this resolution will accept plans and specifications, allocate funds, and award a construction contract to Bay Cities Paving & Grading, Inc. of Concord.

10. Adoption of a City Council Resolution Allocating Funds to Reimburse Seecon Financial & Construction Co., Inc. for Infrastructure Costs Incurred Related to Community Facilities District 2009 01, San Marco ("CFD 2009-01")

The City established CFD 2009-01 to help fund public improvements in the San Marco development that the developer, Seecon Financial & Construction Co., Inc. dba Discovery Builders ("Developer"), builds on behalf of the City. The Developer is seeking reimbursement for eligible expenses in the amount of \$2,338,981. The proposed resolution will authorize the use of available funds to reimburse the developer, currently available, \$1,201,341 from the CFD 2009-01 Fund to reimburse the Developer for public improvements in the amount of \$1,183,321 and the City for administrative expenses in the amount of \$18,020, leaving a balance due for reimbursement to the Developer in the amount of \$1,155,660 and \$17,065 for City administration when tax assessment funds become available.

11. Adoption of a City Council Resolution to Establish a Salary Range for Assistant City Clerk, Housing Program Analyst I/II and Senior Housing Program Analyst and Amend the AFSCME Management/Professional/Confidential Memorandum of Understanding

The City Manager, upon recommendation from the Director of Human Resources, has added the new classifications of Assistant City Clerk, Housing Program Analyst I/II and Senior Housing Program Analyst. In accordance with the City's Personnel Rules, the City Council is asked to establish the salary range and amend the AFSCME Management/Professional/Confidential Memorandum of Understanding.

12. Adoption of an Ordinance Amending Pittsburg Municipal Code Title 18.50, Article IV to Revise Accessory Dwelling Unit Standards to be Consistent with State Law

On July 6, 2020, the City Council held a duly noticed public hearing to consider amendments to Title 18 of the Pittsburg Municipal Code (PMC) to revise the existing Accessory Dwelling Unit Standards in order to comply with state law. These standards would apply citywide.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

13. Consideration of a City Council Request for a Future Agenda Item Related to Youth Services

At the June 29, 2020 City Council meeting, Councilmember Scales-Preston requested a future agenda item related to establishing a dedicated funding mechanism to address the formal funding of programs and facilities for Youth Services in the City of Pittsburgh. As part of this item, the City Council will receive a report on existing restrictions associated with new or one-time revenues as outlined in the Fiscal Sustainability Ordinance, identify options to making changes to the ordinance along with addressing the funding of youth programs and youth recreation within the City of Pittsburgh.

14. Consideration of a City Council Request for a Future Agenda Item Related to Measure M Funding/Spending Council Reports

At the June 29, 2020 City Council meeting, Councilmember Craft requested a future agenda item related to the Measure M Sales Tax revenue collections and the use of these funds. As part of this item, the City Council will receive a report on identified and implemented programs that utilize the funds collected and used to address the issues identified on the ballot and consider directing staff to work with the Finance Subcommittee to further evaluate the scope, cost, and steps necessary to enact longer-term solutions with the use of Measure M funds.

15. Consideration of a City Council Request for a Future Agenda Item Related to Establishing a Youth Advisory Commission

At the June 29, 2020 City Council meeting, Councilmember Barrett-White requested a future agenda item related to establishing a youth advisory commission to provide the youth voice to the Council promoting civic engagement and community service while furthering the understanding of how municipal government works.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)
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ADJOURNMENT to August 3, 2020

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action 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 - 2020

Updated February 3, 2020

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

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

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

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

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

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

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

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



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

TO: Mayor and Council Members

FROM: Garrett Evans, 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 2020-21)

MEETING DATE: July 20, 2020

EXECUTIVE SUMMARY

Landscaping and Lighting Assessment District 1988-01 ("1988-01 District"), has been in existence since 1988 and the funds collected are necessary for the City to maintain the 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 \$3,050,147 in assessments, \$105,000 in Measure J contributions, and \$791,319 in General Fund contributions (\$32,462 in general benefit cost plus \$758,857 gap funding), \$94,752 fund balance carryover, for a total of \$4,041,218 in Fiscal Year 2020-21. This includes school district subsidies of \$59,843, City assessments of \$64,255, Housing Authority assessments of \$3,842, and unpaid assessments of \$4,790 for properties identified by the State Board of Equalization. The Public Works Department estimates that the City will expend \$4,041,218 during Fiscal Year 2020-21 to manage the District. Without the District, the General Fund would be responsible for the entire amount.

RECOMMENDATION

City Council adopt the attached resolution confirming the diagram and assessments and levying the annual assessment for the 1988-01 District, for Fiscal Year 2020-21.

BACKGROUND

On May 4, 2020, the City Council approved Resolution 20-13778, directing the Engineer of Work, Richard D. Abono, to file an annual report for Fiscal Year 2020-21 in accordance with the Landscaping and Lighting Act of 1972.

On June 1, 2020, 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 15, 2020, the City Council adopted Resolution 20-13794 approving the Engineer's Report and declared its intent to order improvements in the 1988-01 District, for Fiscal Year 2020-21. That resolution also set this evening's meeting as the public hearing on this matter.

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

Fiscal Year 2020-2021 is the thirty-third fiscal year of the District's operation. For each parcel of land in the 1988-01 District, the report recommends assessments, which, when combined with a contribution from the General Fund, are sufficient to fund the projected Fiscal Year 2020-21 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 installing/upgrading LED illuminated street name signs at major intersections and using LED's for City streetlights to reduce PG&E costs.

These strategies have been effective at reducing maintenance costs and preventing a large increase in the General Fund subsidy even with the additional responsibilities of additional median landscaping and parks. Without the 1988-01 District, the General Fund would be responsible for the entire amount.

ATTACHMENTS: Resolution
 District 1988-01 Engineer's Report

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Confirming the Engineer's Report,
Diagram and Assessments and Levying the)
Annual Assessments for Landscaping and)
Lighting Assessment District 1988-01, Citywide)
For Fiscal Year 2020-21)

RESOLUTION NO. 20-

The Pittsburg City Council FINDS AND DETERMINES 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 created the Citywide Landscaping and Lighting District 1988-01 ("1988-01 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 1988-01 District to prepare and file an annual report for Fiscal Year 2020-21; and

WHEREAS, the City Council also set a public hearing to be held on July 20, 2020, in the meeting place of the City Council, City Hall, 65 Civic Avenue, Pittsburg. If Executive Order N-29-20, issued by Governor Newsom on March 17, 2020 is still in effect, the public hearing will be held and accessible through Zoom Teleconference via Streaming Media on the City's website homepage: www.ci.pittsburg.ca.us. 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 BE IT RESOLVED that the City Council of the City of Pittsburg finds and determines as follows:

Section 1. The City 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 Fiscal Year 2020-21.

Section 2. The City Council hereby confirms the diagram and increased Assessment for the 1988-01 District on file with the City Clerk.

Section 3. City Staff is hereby directed to collect the Assessment described in the Report for Fiscal Year 2020-2021 from each record owner of a parcel within the 1988-01 District.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 20th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

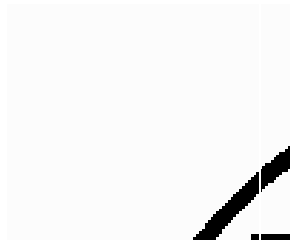
**City of Pittsburg
Contra Costa County, California**

ENGINEER'S REPORT

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

FISCAL YEAR 2020-21

June 15, 2020



Prepared By:

**Richard Abono
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 2020-21

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

Dated: _____

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

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

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 _____ 2020.

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 _____ 2020.

By _____

Richard D. Abono, 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 Fiscal Year (FY) 1990-01, and was affirmed by voters in the 1996 General Election.

This report is for Fiscal Year 2020-21, the thirty-third 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 2020-21 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 2020-21

This Preliminary Engineer's Report for the Pittsburg Landscaping and Lighting Assessment District 1988-01 is submitted, pursuant to Resolution 20-13778 of the Pittsburg City Council and under the provisions of the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq). I, Richard D. Abono, the duly appointed Engineer of Work, Assessment Engineer for the Citywide Landscaping and Lighting District 1988-01, submit the following Report consisting of 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 2020-21. 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 2020-21. 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 1,973 are City owned and 2,232 are PG & E owned within the 1988-01 Citywide Landscaping and Lighting District.

Street Trees

Maintenance of all street trees located within the public 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 ; East Trident Drive
City Park ; Civic and Railroad Avenues	Environmental Center ; 2581 Harbor Street
Small World Park ; 2551 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
8th Street Linear Park ; Harbor to Herb White Way	John Buckley Square ; Railroad Ave/5 th Street/6 th Street & Black Diamond St.
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 2019-20

Fund Balance, July 1, 2019		\$268,799.00
Assessment Posted to Roll	\$2,903,479	
Less Refunds	0	
Other Revenue	\$26,624	
Projected General Fund Contribution	\$1,133,111	
Projected Measure C	\$105,000	
Projected Expense July 2019-June 2020	less (\$4,225,728)	
Collection Cost July 2019-June 2020	<u>less (\$116,533)</u>	
Projected Fund Balance, June 30, 2020		\$94,752
Less Set Aside Reserves of		

B. Estimate of Cost FY 2020-21

Street Light Operation & Maintenance

Energy	\$ 360,000.00	
Reserve for New Lights	-0-	
Rate Increases	-0-	
Repair & Equipment Maintenance	\$ 441,769.00	
Total Street Light O & M		\$ 801,769

Landscaping Operation & Maintenance

Maintenance, Repair, Materials, Supplies, Water Contracts, Etc. for Parks and Facilities	\$ 1,751,459	
Maintenance, Repair, Materials, Supplies, Water Contracts, Etc. for Medians & Rights-of-Way	\$ 583,820	
Contingency for Maintenance, Repair & Replacement of Vehicles and Equipment	\$ 237,532	
Total Landscaping O & M		\$ 2,572,811

Street Trees & Concrete Repair

Maintenance & Replacement of Trees & Equipment	\$ 484,118	
Concrete Repair	\$ 59,511	
Total Repair & Replacement		\$ 543,629.00

Administration

\$123,009.00

TOTAL COSTS	\$ 4,041,218.00
LESS OTHER REIMBURSEMENTS	
LESS FUND BALANCE (as of June 30, 2020)	(\$94,752.00)
LESS ESTIMATED GENERAL FUND CONTRIBUTIONS (GAP FUNDING)	(\$758,856.88)
LESS MEASURE C FUNDS	(\$105,000.00)
LESS GENERAL BENEFIT	<u>(\$32,461.88)</u>
NET COST AND TOTAL AMOUNT TO BE ASSESSED (1)	\$3,050,147.24

(1) This amount includes the General Fund subsidy for Public School Parcels (\$59,842.98), General Fund contributions for City assessments (\$64,254.88), General Fund subsidy and General Fund contributions for the Housing Authority assessments (\$3,841.64) State Board of Equalization/Post Office Properties \$4,789.54).

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	16,507	16,507	1,686,685.26
21	2 Units, Residential	289	430.03	\$43,939.56
22	3 Units, Residential	21	46.68	\$4770.36
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	2,728.38	\$278,785.76
29	Condos, Co-ops, Clusters	396	297.00	\$30,349.44
	Total Residential	17,202	20,056.84	\$2,059,124.34
25/60	Multi-Family/Commercial	2	126.15	\$12,890.02
	Total Mixed Use	2	126.15	\$12,890.02
39	Vacant Commercial & Institutional	77	819.67	\$63,262.90
50	Developed Industrial	159	4,191.08	\$322,652.68
59	Vacant Industrial	63	987.79	\$76,237.76
60	Developed Commercial & Institutional	375	5,957.03	\$459,765.20
71	Churches	53	212.00	\$16,362.16
85	Parking Lots	50	352.73	\$27,223.74
90	Non-Profit Organizations	9	36.00	\$2,778.48
	Total Commercial, Institutional, Industrial, Churches, Parking Lots and Non-Profit	788	12,545.73	\$968,282.92
	Totals	18,138	32,920.19	\$3,050,147.24

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, after the passage of Prop. 218, the City began imposing assessments on public property, to ensure conformance with state law. The City has however,

committed to subsidize 100% of the assessments to be levied on public school parcels in the City of Pittsburg. The subsidy for the public school parcel assessment is \$59,842.98. In addition, the General Fund will also pay the City assessments, which totals \$64,254.88, 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 \$24,053.07 for this FY 2020-21

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 \$8,637.33 for FY 2020-21. For FY 20-21 the general benefit is less than 1% of the total cost to maintain the District. This amount totals \$32,690.40 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.

CONTRA COSTA COUNTY USE CODES

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<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, 25-59 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

3. 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.

4. 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.

5. 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.

6. 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 2020-21 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	\$ 4,041,218
Divided By	
Total Benefit Factors	32920.19
Equals	
Actual Assessment Per Benefit Factor	\$122.76
To Cover All District Cost Based on Current Maintenance Cost	

B. APPLIED ASSESSMENT PER BENEFIT FACTOR:

RESIDENTIAL:

Total Amount to Be Assessed	\$2,081,864.32
Divided By	
Total Benefit Factors	20,374.46
Equals-Assessment Per Benefit Factor Residential	\$102.18
(Shortfall from Actual Cost \$28.59 per benefit factor)	

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

Total Amount to Be Assessed:	\$968,282.92
Divided By	
Total Benefit Factors	12,545.73
Equals	
Assessment Per Benefit Factors (Other)	\$77.18
(Shortfall from Actual Cost \$53.59 per benefit factor)	

C. CITY SUBSIDY PER BENEFIT FACTOR

RESIDENTIAL

(\$122.76 minus \$102.18)	\$20.58 per benefit factor
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COMMERCIAL, INSTITUTIONAL, INDUSTRIAL, CHURCHES AND NON-PROFIT ("OTHER")

(\$122.76 minus \$77.18)	\$45.58 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 \$122.76). Therefore, the City will continue to subsidize residential uses by \$20.58 per benefit factor and non-residential by \$45.58 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.

B: 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,

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

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

- M = benefit measure (eg, number of dwelling units on a parcel)
- 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)
- S_1 = slope of first line segment of incremental benefit curve (eg, dwelling unit number or parcel area or parcel frontage)
- S_2 = 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:

$$\begin{aligned}
 B_1 &= RO \times M + (S_1 \div 2) \times M^2 \\
 B_1 &= 0.75M - (0.006 \div 2) \times M^2 \\
 B_1 &= 0.75M - 0.003 \times M^2 \\
 \\
 B_2 &= RO \times MB + (S_1 \div 2) \times MB^2 + RB \times (M-MB) + (S_2 \div 2) \times (M-MB)^2 \\
 B_2 &= 0.75 \times 25 - (0.006 \div 2) \times 625 + 0.60 \times (M-25) - (0.00038 \div 2) \times (M-25)^2 \\
 B_2 &= 18.75 - (0.003) \times 625 + 0.60 \times (M-25) - 0.00019 \times (M-25)^2 \\
 B_2 &= 18.75 - 1.875 + (0.60 \times M) - 15 - 0.00019 \times (M-25)^2 \\
 B_2 &= 1.875 + 0.60M - 0.00019 \times (M-25)^2
 \end{aligned}$$

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 B_1 " $RO \times M + (S_1 \div 2) \times M^2$ " 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 = $11.232 \times \$102.18 = \$1147.69 = \$1147.70$

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

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

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

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	140.3195	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	212.3404	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				

C: 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.

D. 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 parcels Benefit Factors. The parcel's Benefit Factors are determined by its area and street frontage. The formula for calculating a parcel's Benefit Factors is a detailed formula which places frontage and area on a curve corresponding to a predetermined benefit factor rating. Separate formulas are used for calculating the number of benefit factors earned by the parcel's frontage and by its area.

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

In the following formulas and example, please note:

F = Actual Parcel Frontage X .75

A = Parcel Area (In Acres)

BF = Benefit Factor

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 E: ASSESSMENT DIAGRAM DESCRIPTION

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

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

PART F: 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**

TO: Mayor and Council Members

FROM: Garrett Evans, 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 2020-21)

MEETING DATE: July 20, 2020

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 Assessment District 1988-02 collects \$34,259 annually in revenue and interest for the Oak Hills area. The Public Works Department estimates that it will expend \$36,605 during Fiscal Year 2020-21 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 6.6% of the street light operation and maintenance cost for Fiscal Year 2020-21. The additional \$1,583 will be used from the reserves to cover the gap between revenue and expenses.

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

RECOMMENDATION

City Council adopt the attached resolution confirming the diagram and assessments and levy the annual assessment for the 1988-02 District for Fiscal Year 2020-21.

BACKGROUND

On June 6, 1988, the City Council confirmed the Engineer's Report, ordered improvements and levied the first annual assessment for the 1988-02 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 4, 2020, the City Council adopted Resolution 20-13779, directing the Engineer of Work, Richard D. Abono, to file an annual report for Fiscal Year 2020-21 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 15, 2020, by adoption of Resolution 20-13795 the City Council approved the Engineer's Report and declared its intent to order landscaping improvements within the 1988-02 District for Fiscal Year 2020-21. That resolution also set this evening's meeting as the public hearing on this matter.

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

Fiscal Year 2020-21 is the thirty-third 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
 District 88-02 Engineer's Report

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to Confirm the Engineer's Report,)
Diagram and Assessments and Levy the)
Annual Assessments for Landscaping and) RESOLUTION NO. 20-
Lighting Assessment District 1988-02, Oak)
Hills for Fiscal Year 2020-01)

The Pittsburgh City Council FINDS AND DETERMINES 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 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 2020-21; and

WHEREAS, the Engineer of Work filed his annual report on June 1, 2020, and the City Council adopted Resolution 20-13795 approving the Engineer's Report and declaring its intent to levy and collect assessments 1988-02 District for Fiscal Year 2020-21; and

WHEREAS, the City Council also set a public hearing to be held on July 20, 2020, in the meeting place of the City Council, City Hall, 65 Civic Avenue, Pittsburgh. If Executive Order N-29-20, issued by Governor Newsom on March 17, 2020 is still in effect, the public hearing will be held and accessible through Zoom Teleconference via Streaming Media on the City's website homepage: www.ci.pittsburg.ca.us. 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 BE IT RESOLVED that the City Council of the City of Pittsburgh finds and determines as follows:

Section 1. The City 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 Fiscal Year 2020-21.

Section 2. The City Council hereby confirms the diagram and Assessment for the 1988-02 District on file with the City Clerk.

Section 3. Staff is hereby directed to collect the assessment described in the Report for Fiscal Year 2020-21 from each record owner of a parcel of property within the 1988-02 District.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 20th of July 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

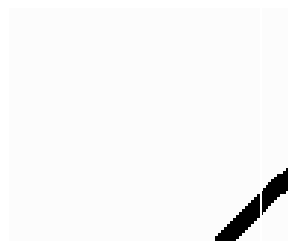
Jelani Killings, Mayor

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 2020-21 FISCAL YEAR***



Prepared By:

**Richard D. Abono
City Engineer
City of Pittsburg
June 15, 2020**

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CITY OF PITTSBURG
OAK HILLS LANDSCAPING AND LIGHTING
ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2020-21

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

Dated: _____

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

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

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 _____ 2020.

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 _____ 2020.

By _____

Richard D. Abono, City Engineer

INTRODUCTION

This Engineer's Report for the Pittsburg Landscaping and Lighting Assessment District 1988-02 is being submitted pursuant to Resolution 20-13779 of the Pittsburg City Council, under the provisions of Part 2, Division 15 of the California Streets and Highways Code, Sections 22500 through 22679 (The Landscaping and Lighting Act of 1972).

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

This report is for Fiscal Year (FY) 2020-21, the thirty-third 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 2020-21 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 2020-21 inclusive. The method of assessment and diagram (incorporated herein by this reference) are based upon the 2020-21 Engineer's Report for Landscaping and Lighting District 1988-02 and the 2020-21 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

Oak Hills Drive Right-of-Way
West Leland Road to Southwood Drive

West Leland Road Right-of-Way
Oak Hills Drive to Westerly Terminus

Oak Hills Pump Station
1703 Bridgeview Street (Corner of Southwood Drive)

III. ESTIMATE OF COST

A. PROJECTED REVENUE & EXPENSE, FY 2020-21

	Fund Balance, June 30, 2020		\$33,901
	Projected Revenue, 2020-21		
	Assessments Posted to Roll	\$ 33,959	
	Interest Income	\$ 100	
	Other	\$ 300	
	General Benefit	\$ 663	
	Subtotal Projected Revenue, 2020-21		<u>\$ 35,022</u>
(36,605)	Less Projected Expense, 2020-21		\$
	Projected Balance, June 30, 2020		\$ 32,318

B. ESTIMATE OF COST, 2020-21 FY

The following cost estimates for operation, maintenance and administration of the District for FY 2020-21 are provided by the City of Pittsburgh:

STREET LIGHT		
Operation and Maintenance	\$	10,100
LANDSCAPING		
Maintenance and Repair	\$	
22,016		
ADMINISTRATION	\$.....	
Collection Costs	\$	4,489
TOTAL COST	\$	36,605
LESS CONTRIBUTION FROM RESERVE FUND		\$
(1,583)		
LESS GENERAL BENEFIT	\$	(663)
LESS INTEREST INCOME FY 2020-21	\$	(400)
NET COST AND TOTAL AMOUNT TO BE ASSESSED	\$	33,959

IV. ASSESSMENT METHOD

Estimated costs and expenses for FY 2020-21 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.

V. GENERAL BENEFIT

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

Street Lighting

The City recognizes that a portion of the City's street lights on West Leland Road (9 street lights), an arterial street that is included in the District, provides a general benefit to the public at large. Therefore, the City contribution to the District for general benefits incurred by the operation of higher wattage street lighting on this arterial roadway is estimated to be \$663 or 6.6% of the electrical cost for FY 2020-21. This estimate was derived by determining a per wattage rate for all street lighting in the district and multiplying that by the additional wattage required to operate these 9 street lights located along the arterial roadway.

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

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

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

VI. 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.

VII. 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 2020-21
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 2020-21
IS ON FILE IN THE
OFFICE OF THE CITY ENGINEER***



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

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

MEETING DATE: July 20, 2020

EXECUTIVE SUMMARY

The City of Pittsburg desires to lease a modular building at 31 Marina Boulevard to Global Resources Trading, LLC (Lessee) as a fish market, banquet facility, and restaurant for a term of four years.

FISCAL IMPACT

The City's Marina/Waterfront will receive \$1,632 each month with annual increases of 5% during the term of the lease.

RECOMMENDATION

City Council adopt a Resolution authorizing the City Manager to enter into a lease agreement and execute related documents for Global Resources Trading, LLC to provide a fish market, banquet facilities, and a restaurant in the marina area.

BACKGROUND

Thirty-one Marina Boulevard located on Assessor Parcel Number 085-071-046 (Property) was transferred from the Redevelopment Agency of the City of Pittsburg to the City in March of 2011. The City is leasing a modular building that has been placed on the Property and enclosed by a fence (Premises). Lessee has requested a lease of the Premises from the City for the purpose of operating a fish market, banquet facility, and restaurant.

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

SUBCOMMITTEE FINDINGS

The Economic Development and Waterfront Subcommittee supported pursuit of a building lease for this project at the October 2, 2018 Subcommittee Meeting.

STAFF ANALYSIS

Development of the Premises is anticipated to compliment the adjacent bait shop, jumpstart public interest, and highlight the impacts of potential development of the remainder of the Property. The proposed use of the Premises aligns with the City's California State Lands Commission-approved Trust Lands Use Plan (TLUP) and General Plan goals of creating pedestrian-friendly connectivity between downtown and the Pittsburg Marina. It fits the existing Marine Commercial zoning designation, provides an additional destination point for the community, and has the potential to decrease blight experienced by the surrounding community as a result of the surrounding properties' historic vacancy.

ATTACHMENTS: Resolution 20-
Lease Agreement

Report Prepared By: Sara Bellafronte, Administrative Analyst II

LEASE AGREEMENT
By and between
THE CITY OF PITTSBURG
and
GLOBAL RESOURCES TRADING LLC

This LEASE AGREEMENT (this “**Lease**” or this “**Agreement**”), dated as of July 1, 2020 (the “**Effective Date**”), is entered into by and between the City of Pittsburg, a municipal corporation (hereafter the “**City**” or the “**Landlord**”) and Global Resources Trading LLC, a California limited liability company (the “**Tenant**”). Landlord and Tenant are hereafter collectively referred to as the “**Parties**.”

RECITALS

A. The City is the owner of fee title to real property located at 31 Marina Blvd. in Pittsburg, CA known as Assessor Parcel Number 085-071-046, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

B. Tenant has requested a lease of the modular building (“Premises”) owned by the City that is situated on the Property from the City for the purpose of operating a fish market, banquet facility, and restaurant (the “Business”).

C. The City leases the building adjacent to the Premises to Tenant for the purposes of operating a bait store.

D. The City desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from the City subject to the terms and conditions of this Lease.

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

ARTICLE I
DEFINITIONS; DEMISE OF PROPERTY

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section. Additional definitions are set forth in the Recitals and the text of this Agreement.

- (i) “**Applicable Laws**” is defined in Section 4.7.
- (ii) “**Commencement Date**” is defined in Section 2.1.
- (iii) “**Default Rate**” is defined in Article VIII.

- (iv) **"Expiration Date"** is defined in Section 2.1.
- (v) **"Force Majeure"** is defined in Section 12.1.
- (vi) **"Hazardous Materials"** is defined in Section 5.5.1.
- (vii) **"Hazardous Materials Claims"** is defined in Section 5.2(c).
- (viii) **"Hazardous Materials Laws"** is defined in Section 5.5.2.
- (ix) **"Indemnitees"** is defined in Section 4.8.
- (x) **"Late Payment Penalty"** is defined in Section 2.2.
- (xi) **"Lease Termination"** is defined in Section 2.1.
- (xii) **"Property"** is defined in Recital A.
- (xiii) **"Remedial Work"** is defined in Section 5.2(e).
- (xiv) **"Rent"** is defined in Section 2.2.
- (xv) **"Term"** is defined in Section 2.1.

1.2 Incorporation of Recitals The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

1.3 Creation of Lease. City hereby leases to Tenant, and Tenant hereby leases from City, the Premises for the Term subject to the terms and conditions and for the purposes set forth in this Agreement.

ARTICLE II TERM OF LEASE; RENT; SECURITY DEPOSIT

2.1 Term. The term of this Agreement (the **"Term"**) shall commence on July 1, 2020 (the **"Commencement Date"**), which shall be no sooner than sixty (60) days after City permit applications have been deemed received, complete, and approved for the construction the Business at parcel 085-071-046. Unless terminated earlier or extended pursuant to the provisions hereof, this Agreement shall expire on July 1, 2024 (the **"Expiration Date"**). The expiration of the Term or the sooner termination of this Agreement is referred to herein as the **"Lease Termination."**

2.1.1 Mutual Option to Extend. The Tenant has the option to extend the Term of this Lease annually for a one-year period upon one hundred twenty (120) days notice to the City. The City has the sole right to approve or disapprove the extension of the Term. In the event the City disapproves the extension of the Term, the City must notify Tenant within ninety (90) days of the Lease Termination.

2.2 Rent. Commencing January 1, 2021 (six months after the Effective Date), Tenant shall pay to Landlord as rent for the Premises, the sum of one thousand six hundred thirty-two dollars (\$1,632) per month (the “**Rent**”) for the first year of the Term. Commencing on July 1, 2021 and on each July 1 thereafter during the Term, or any extension of the Term under Section 2.1.1, the amount of Rent payable to City will increase by 5% of the previous years rental payments.

Rent is due and payable on the first day of each month to the City at the address shown in Section 12.5.2 or such other place as the City may designate in writing. In the event the Tenant fails to pay Rent by the close of business on the fourth day of each month or the Tenant’s check is returned by the financial institution which it is drawn for insufficient funds, the Tenant shall pay the City (i) One Hundred Dollars (\$100) as a late fee (the “**Late Payment Penalty**”) and (ii) five percent (5%) interest accrued daily on such Late Rent due to the City, which must be included with the payment of Rent.

2.3 Additional Rent. As additional rent (the “**Additional Rent**”), the Tenant shall pay and discharge when due, all insurance premiums, utility costs, and all other liabilities and obligations which the Tenant assumes or agrees to pay or undertake pursuant to this Lease.

ARTICLE III ALTERATIONS AND NEW CONSTRUCTION

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

ARTICLE IV MANAGEMENT, USE AND OPERATION OF THE PROPERTY

4.1 Permitted Uses. The Tenant may use the Premises to operate and maintain the Business, and for no other purposes without the prior written consent of the City. The Tenant shall not use or permit the Premises to be used in whole or in part during the Term for any purpose other than as permitted pursuant to this Agreement or by the City’s written consent. Tenant shall continuously use the Premises for the uses specified in this Section.

4.2 Nondiscrimination. The Tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following

conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the Tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

4.3 Easements; Reservation of Rights. The City reserves the right to locate and construct its own utilities and to grant nonexclusive easements across the Property and Premises for utilities and other purposes including the installation, maintenance, repair and replacement of utilities; provided that the exercise of such rights do not unreasonably interfere with the Tenant's use of the Premises for the purposes set forth herein.

4.4 Maintenance and Inspection of the Premises.

4.4.1 Maintenance. At the Tenant's sole cost and expense throughout the Term, the Tenant shall operate, maintain and manage the Premises in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. The Tenant shall ensure that the Premises is served by adequate lighting in accordance with applicable building codes. The Tenant shall promptly, at the Tenant's own cost and expense, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. The Tenant shall keep and maintain all portions of the Premises in a reasonably clean and orderly condition, free of accumulation of rubbish, graffiti and noxious weeds, and keep the Premises in condition not detrimental to the surrounding properties and free from hazards to the general public. The Tenant's failure to maintain the Premises in accordance with this Agreement shall, in the City's discretion, be grounds for termination of this Agreement pursuant to Article XI.

4.4.2 Inspection. At any time during the Term, upon reasonable advance notice and during normal business hours, the City may conduct inspections of the Premises to confirm that it is being properly maintained as required herein. Following its inspection, the City may deliver to the Tenant written notification of any portions of the Premises which the City has determined are not being properly maintained, and the Tenant shall promptly prepare and deliver to the City the Tenant's proposed plan for remedying the indicated deficiencies. The Tenant's failure to deliver a remedial plan and to complete remedial work within a reasonable time as determined by the City in its reasonable discretion shall be a default under this Agreement.

The failure of the City to inspect or to notify the Tenant of any deficiency shall not be a waiver of default or of the City's right to enforce the Tenant's maintenance and repair

obligations. The Tenant shall defend (with counsel reasonably acceptable to the City), indemnify and hold the Indemnitees harmless from and against any and all Claims arising out of the Tenant's failure to fully and timely fulfill its obligations to maintain and repair the Premises as required hereunder.

4.5 City's Right to Perform Tenant Obligations. If following notice and the expiration of any applicable cure period as set forth in the notice required by Section 11.2.1, the Tenant fails to perform its obligations to maintain the Premises in accordance with the standards set forth in this Agreement, the City shall have the right, but not the obligation, to perform such work upon delivery of written notice to the Tenant, and the Tenant shall reimburse the City for all expenditures the City incurs in connection with such work together with interest thereon at the Default Rate specified in Article VIII. The City's election to undertake such obligation shall not operate as a waiver of any other right or remedy the City may have pursuant to this Agreement.

4.6 City Not Obligated to Perform Repairs. Notwithstanding any contrary provision herein, the City shall not be obligated to make any repairs, alterations, additions, Improvements or betterments to the Premises during the term of this Agreement nor shall the City be obligated to maintain or operate the Premises.

4.7 Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, California Civil Code Section 51, et seq. Tenant shall comply with all City ordinances and regulations relating to noise, business hours, pertaining to the use, operation, and management of the Premises. (All of the foregoing state, federal and local laws, regulations and ordinances are referred in this Lease as the "**Applicable Laws.**") The Tenant shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of law. The Tenant shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of law.

4.8 Tenant Right to Contest. The Tenant shall have the right to contest by appropriate proceedings, in the name of the Tenant, and without cost or expense to the City, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrance of any lien, charge or liability against the Premises or Tenant's interest therein, and without subjecting the Tenant or the City to any liability, civil or criminal, for failure so to comply therewith, the Tenant may delay compliance therewith until the final determination of such proceeding. The Tenant shall indemnify, defend (with counsel approved by the City), protect and hold the City and its elected and appointed officers, officials, employees,

agents, and representatives (collectively the “Indemnitees”) harmless from and against all Claims arising in connection with any such contest brought by the Tenant. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

ARTICLE V

CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

5.1 Condition of the Premises.

5.1.1 AS-IS Condition. The Tenant will lease the Premises in its “AS IS” condition as such condition exists as of the Commencement Date, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, if any, that may be located on, under, or around the Premises, whether known or unknown, suspected or unsuspected, actual or potential.

5.1.2 No Representations. The Tenant acknowledges that except as expressly set forth herein, the City makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the Tenant’s purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of the Tenant or the City hereunder. The Tenant shall rely solely on its own independent investigation and judgment as to all matters relating to the Premises. The Tenant acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Tenant deemed necessary to determine the condition of the Premises, and has approved all such characteristics and conditions and shall lease the Property in its condition as of the Effective Date “AS-IS” “WHERE-IS” AND WITH ALL FAULTS. The Tenant further acknowledges that the City has made available all data and information on the Premises available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

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

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

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

customarily used as part of a the Business provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, the Tenant shall immediately advise the City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Tenant or the Premises pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against the Tenant or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Premises; or (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Premises pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**." The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by the Tenant.

(d) Without the City's prior written consent, which shall not be unreasonably withheld, the Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

(e) If the presence of any Hazardous Material on the Premises results in any contamination of the Property and/or Premises in violation of Hazardous Materials Laws, except to the extent such contamination is caused by the City, the Tenant shall promptly take all actions at its sole expense as are necessary to remediate the Property and/or Premises as required by law; provided that the City's approval of such actions shall first be obtained, which approval may be withheld in the City's reasonable discretion. All costs and expenses of any Remedial Work shall be paid by the Tenant, it being understood that the City shall incur no cost, expense or liability in connection with any Remedial Work. The City shall have the right, but no obligation, to join and participate in, as a party if it so elects at the City's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, "**Remedial Work**" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other

governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Property and/or Premises.

5.3 Release of Claims. The Tenant hereby waives, releases and discharges forever the Indemnitees from all present and future Claims the Tenant may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Premises; provided however, this release excludes and shall not apply to (i) any Hazardous Material that originates from any City- or City-owned property other than the Premises and which migrates onto the Premises after the Commencement Date, or (ii) any Hazardous Materials that are generated or caused by the Indemnitees' acts or omissions after the Commencement Date.

The Tenant is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

As such relates to this Section 5.3, the Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant Initials

5.4 Environmental Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of the Tenant, the Tenant's employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws, or (iii) the breach by the Tenant of any of its covenants contained in this Article V. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any

federal, state, or local governmental agency or political subdivision. This Section 5.4 shall survive the expiration or earlier termination of this Agreement.

5.5 Definitions.

5.5.1 Hazardous Materials. As used herein, “**Hazardous Materials**” means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

5.5.2 Hazardous Materials Laws. As used herein “**Hazardous Materials Laws**” means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 5.5.1, as any of the foregoing may be amended from time to time.

ARTICLE VI INDEMNITY AND INSURANCE

6.1 Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by the Tenant on the Premises, (iv) any breach or default by the Tenant in the performance of any covenant or agreement to be performed by the Tenant pursuant to the terms of this Agreement, (v) any negligence of the Tenant, or any of its agents, contractors, subcontractors, employees,

or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Premises, and (vii) the furnishing of labor or materials by the Tenant or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, the Tenant, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. If an insurer under insurance required to be maintained by the Tenant hereunder shall undertake to defend the City under a reservation of rights with respect to ultimate coverage and the City shall reasonably deem it necessary to retain independent counsel with respect to such matter, the Tenant shall pay the reasonable fees of such counsel. The obligations of the Tenant under this Article VI shall not apply to any Claim or other matter to the extent such arises as a result of the sole negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

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

a. Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the Tenant's use of the Property and the operation of a business thereon, with a policy limit of at least Two Million Dollars (\$2,000,000) per occurrence.

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

c. Workers' compensation insurance that complies with the statutory requirements of the state of California.

d. Automobile liability insurance for owned, hired and non-owned vehicles, with a combined single limit of at least One Million Dollars (\$1,000,000).

If the Tenant undertakes the construction of any Improvements pursuant to Article III, the Tenant shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 6.2.

ARTICLE VII DAMAGE AND DESTRUCTION

7.1 Damage or Destruction. In the event of any damage to or destruction of the Premises during the Term, the City shall elect by written notice delivered to Tenant within sixty (60) days following the date of the occurrence of the damage to either remove the

Premises or restore and rebuild the Premises as nearly as possible to their condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Premises, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the City pursuant to this Agreement. If the City does not elect to restore the Premises and the City does not exercise its right to terminate this Agreement pursuant to Section 11.3 within 120 days following the date of the occurrence of the damage, then at the City's option this Agreement shall terminate upon delivery of written notice to the Tenant. If the City elects to restore the Premises, the City shall confer with the Tenant regarding the design and plans for such restoration of the Premises.

7.2 Notice Required. In the event of material damage to or destruction of the Premises, or any part thereof, the Tenant shall promptly give the City notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article VII, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000).

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

If the Tenant shall at any time fail to pay any charge payable by the Tenant to a third party as required by this Agreement, or to comply with the requirements set forth in Section 6.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Agreement, then the City, after thirty (30) days' written notice to the Tenant and without waiving or releasing the Tenant from any obligation of the Tenant hereunder, may (but shall not be required to): (i) pay such Imposition or other charge payable by the Tenant; (ii) pay for and maintain the insurance policies required pursuant to this Agreement, or (iii) make such other payment or perform such other act on the Tenant's part to be made or performed under this Agreement; and the City may enter upon the Premises for such purpose and take all such action thereon as may be reasonably necessary therefor.

All sums paid by the City and all costs and expenses incurred by the City in connection with any such payment or the performance of any such act (together with interest thereon at the Default Rate from the respective dates of the City's making of each such payment) shall constitute additional Rent payable by the Tenant under this Agreement and shall be paid by the Tenant to the City on demand. The "**Default Rate**" shall mean interest calculated at an annual rate equal to the lesser of twelve percent (12%) or the maximum rate of interest permitted by law.

ARTICLE IX MORTGAGES

9.1 Non-Subordination of Fee. Nothing in this Agreement shall be construed as an agreement by the City to subordinate its fee interest in the Premises or its right to rent payments hereunder or any other right of the City herein. Except as expressly set forth in this Agreement, the Tenant shall not mortgage its interest in the Premises without the City's prior written approval. Notwithstanding anything to the contrary, the City shall have no obligation to encumber or otherwise subordinate its fee interest in the Premises or approve any mortgage of the Tenant's leasehold estate.

ARTICLE X ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMEN

10.1 Restrictions on Transfer, Assignment and Encumbrance. The Tenant shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, without the City's prior written consent. No voluntary or involuntary assignee, subtenant, or successor in interest of the Tenant shall acquire any rights or powers under this Agreement absent such consent.

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

Any transfer described in this Section 10.2 shall constitute an Event of Default under this Agreement by the Tenant, and the City shall have the right to terminate this Agreement pursuant to Article XI as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of the Tenant.

10.3 Assumption Agreement and Release. No permitted Transfer shall be effective until any curable default hereunder shall have been cured and there shall have been delivered to the City an assumption agreement, executed by the transferor and the proposed transferee, whereby such transferee expressly assumes such obligations as arise and/or accrue at any time after such Transfer takes place; and whereby such transferee assumes liability for the obligations of this Agreement.

10.4 Sale by City. Nothing contained in this Agreement shall be deemed in any way to limit, restrict or otherwise affect the right of the City to sell, transfer, assign or convey all or any portion of the right, title and estate of the City in the Property or Premises and in this Agreement; provided, however, that in each such instance any such sale, transfer, assignment or conveyance shall be subject to this Agreement, and the Tenant's other rights arising out of this Agreement shall not be affected or disturbed in any way by any such sale, transfer, assignment or conveyance. At such time as the City shall sell, transfer, assign or convey the entire right, title and estate of the City in the Premises and in this Agreement, all obligations and liability on the part of the City arising under this Agreement after the effective date of such sale, transfer, assignment or conveyance shall terminate as to the City, and thereupon all such liabilities and obligations shall be binding upon the transferee.

10.5 Tenant Right of First Offer to Purchase. City hereby grants to Tenant a Right of First Offer to purchase the modular building located at 31 Marina Boulevard in its existing condition as of the Effective Date of this Lease and shall terminate upon expiration of this Lease. The City, in its sole discretion, may elect to sell or not sell the modular building located at 31 Marina Boulevard.

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

ARTICLE XI DEFAULT, REMEDIES AND TERMINATION

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

(a) Payment of Rent. The Tenant at any time is in default hereunder as to payment of Rent and such default continues for three (3) days. City is not required to provide written notice of Tenant's failure to pay Rent.

(b) Other Monetary Obligations. The Tenant at any time is in default hereunder as to any monetary obligation (including without limitation, the Additional Rent and the Tenant's obligation to pay taxes and assessments due on the Premises or part thereof, subject to the Tenant's rights to contest such charges pursuant to Section 2.3), and such default continues for thirty (30) days after the date upon which the City shall have given the Tenant a Notice of Default (as defined in Section 11.2.1);

(c) Insurance. The Tenant fails to obtain and maintain any insurance required pursuant to Section 6.2 of this Agreement, and the Tenant fails to cure such default within ten (10) days following receipt of Notice of Default;

(d) Abandonment. The Tenant abandons the Premises and ceases to use it for the purposes authorized hereby for a period of ninety (90) days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure.

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

(f) Non-Monetary Obligations. The Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 11.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the City shall have given written notice of the default to the Tenant; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if the Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

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

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

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

11.2 Notice and Opportunity to Cure.

11.2.1 Notice of Default. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the “**Notice of Default**”), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

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

11.3 Remedies Upon Default.

11.3.1 City's Remedies. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the City hereunder and/or provided by law, the City shall have the right to terminate this Agreement and/or the Tenant's possessory rights hereunder, in accordance with Applicable Law to re-enter the Premises and take possession thereof and of the Fixtures and any Improvements, and except as otherwise provided herein, to remove all persons and property therefrom, and to store such property at the Tenant's risk and for the Tenant's account, and the Tenant shall have no further claim thereon or hereunder. The City's re-entry or taking of possession of the Premises shall not be construed as an election on the City's part to terminate this Agreement unless the City shall have given written notice of such intention to the Tenant. In no event shall this Agreement be treated as an asset of the Tenant after any final adjudication in bankruptcy except at the City's option so to treat the same but no trustee, receiver, or liquidator of the Tenant shall have any right to disaffirm this Agreement.

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

11.3.3 City Right to Continue Lease. In the event of any default under this Agreement by the Tenant (and regardless of whether or not the Tenant has abandoned the Premises), this Agreement shall not terminate (except by an exercise of the City's right to terminate under Section 11.3.1) unless the City makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the Tenant's right to

possession. For so long as this Agreement continues in effect, the City may enforce all of the City's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the Tenant's right to possession: (a) acts of maintenance or preservation or efforts to relet the Premises; or (b) the appointment of a receiver upon initiative of the City to protect the City's interest under this Agreement.

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

11.3.5 Right to Receiver. Following the occurrence of an Event of Default, if the Tenant fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, the City, at its option, may have a receiver appointed to take possession of the Tenant's interest in the Premises with power in the receiver (a) to administer the Tenant's interest in the Premises, (b) to collect all funds available in connection with the operation of the Premises, and (c) to perform all other acts consistent with the Tenant's obligations under this Agreement, as the court deems proper.

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

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

11.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the City under Article VI of this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the City to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof shall relieve the Tenant of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

ARTICLE XII GENERAL PROVISIONS

12.1 Force Majeure; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Tenant and the City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

12.2 City's Right to Enter the Property. The City and its agents may enter the Premises from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of nonresponsibility and similar notices, and to discharge the Tenant's obligations hereunder when the Tenant has failed to do so within a reasonable time after written notice from the City.

12.3 Representations of City and Tenant.

12.3.1 The Tenant hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The Tenant has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the Tenant, enforceable against the Tenant in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the Tenant or any provision of any indenture, agreement or other instrument to which Tenant is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the Tenant.

12.3.2 Representation of the City. City hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The City has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the City or any provision of any indenture, agreement or other instrument to which the City is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the City.

12.4 Miscellaneous.

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

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

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

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

City: City of Pittsburg
65 Civic Drive
Pittsburg, CA 94565
Attention: City Manager

Tenant: Global Resources Trading LLC
1951 Windward Point
Discovery Bay, CA 94505
Attn: Peter Nguyen

12.4.4 Captions; Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Lease. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

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

12.4.6 Short Form of Lease. A memorandum of lease shall be executed by the Parties and recorded in the Official Records of Contra Costa County upon the request of either Party.

12.4.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

12.4.8 Attorney's Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing

party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

12.4.9 Indemnity Includes Defense Costs. In any case where either Party is obligated under an express provision of this Lease, to indemnify and to save the other Party harmless from any damage or liability, the same shall be deemed to include defense of the indemnitee by the indemnitor, such defense to be through legal counsel reasonably acceptable to the indemnitee.

12.4.10 No Third-Party Beneficiaries; Disclaimer of Partnership, Lender/Borrower Relationship. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the City does not as a result of this Agreement in any way nor for any purpose become a partner of the Tenant or a joint venturer with the Tenant in the conduct of the Tenant's business or otherwise. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the City and the Tenant. It is further expressly understood and agreed that this Agreement is not intended to, and shall not be construed to create the relationship of lender and borrower, and the City does not, solely as a result of this Agreement, become a lender to the Tenant.

12.4.11 Entire Agreement. This Agreement, together with Exhibit A, which by this reference is hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

12.4.12 Waiver; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

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

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

12.4.15 Action by the Parties. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City in its capacity as landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council unless the City Manager determines in his or her discretion that such matter requires consideration by the City Council.

12.4.16 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Tenant or its successors in interest in the event of any default or breach by the City or for any amount which may become due to the Tenant or the Tenant's permitted successors in interest pursuant to this Agreement.

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

SIGNATURES ON THE NEXT PAGE

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

TENANT:

Peter Nguyen,
Global Resources Trading LLC

LANDLORD:

CITY OF PITTSBURG,
a municipal corporation

By: _____
Peter Nguyen, CEO

By: _____
Garrett Evans, City Manager

ATTEST:

Alice E. Evenson, City Clerk

APPROVED AS TO FORM

Donna Mooney, City Attorney

Exhibit A

PROPERTY

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

Resultant parcel 2 of parcel map waiver 08-01, as described in document number 2008-0036864, recorded on February 21, 2008 in the Office of the Recorder, County of Contra Costa, State of California.

Excepting there from parcel B of parcel map waiver 09-06, as described in document number 2009-0223504, recorded on September 21, 2009 in the office of the Recorder County of Contra Costa, State of California.

Containing approximately 1,700 square feet of building and 2,300 square feet of fenced-in back yard space.

Accessor's Parcel No. 085-071-046.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Approving the Lease Agreement by and	)	
between the City of Pittsburgh and Global	)	RESOLUTION NO. 20
<u>Resources Trading LLC.</u>	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the modular building and fenced area to lease (Premises) is located on Accessor Parcel Number 085-071-046 (Property); and

WHEREAS, development of the Premises is in anticipation of a more permanent marine commercial use proposal on the Property that is anticipated to be a catalyst for additional commercial waterfront tenants and increase recreational use of the waterfront; and

WHEREAS, Global Resources Trading LLC, Inc's proposal of a fish market, restaurant, and banquet facility at the Premises aligns with the City's Trust Lands Use Plan, General Plan, and Zoning Ordinance; and

WHEREAS, on October 2, 2018, the Economic Development and Waterfront Subcommittee expressed support for the pursuit of an adjacent building lease for this project; and

WHEREAS, on November 5, 2018, the City Council approved a building lease with Global Resources Trading, LLC for the adjacent building for a bait shop which is driving new business and customers to the marina area; and

WHEREAS, the City and Global Resources Trading LLC entered into an Exclusive Negotiating Rights Agreement for the development of the Property on August 21, 2018.

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

SECTION 1. Findings

- A. All the recitals above are true and correct and incorporated herein.
- B. The City Council hereby approves the lease between the City and Global Resources Trading, Inc.

SECTION 2. Authorization

- A. The City Manager is hereby authorized to execute the lease and to execute such other documents and take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to this Resolution.

B. The City Manager is hereby authorized to modify the lease, provided that such modifications do not materially alter the business terms set forth in the lease.

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

SECTION 3. Adoption

A. 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 20th day of July, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

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

DATE: June 29, 2020

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

CITY COUNCIL.AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

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

Mayor Killings called the meeting of the City Council to order at 5:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA.

ROLL CALL

Housing Authority Members Floyd and Herring were absent and excused.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

Comments from the following were read:

Analyse Torres
Yahaira Villa
Bianca Serna
Brandy Standley
Cara & Willie Moffett
Taylor Sims
Richmond Reimagining Public Safety et al
Julie Marco
Alex Foster

CONSIDERATION

1. Adoption of a City Council Resolution for Approval of the City of Pittsburg's Operating Budget for Fiscal Year 2020-21 and Appropriation of Funds for Fiscal Year 2020-21

Comments from the following were read:

Claudia Jimenez
Ibby Shaheed
Kotoura S.
Monica deOcampo
Mohammed Azeel
Julie Marco
Clarisse Carpio
95louiegomez
Manisha Rattu
Christine Carpio
Pittsburg Youth Action
Selene Prado

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

2. Adoption of a Housing Authority City of Pittsburg Resolution for Approval of the Operating Budget Plan for Fiscal Year 2020-21 for the Housing Authority City of Pittsburg and Appropriation of Funds for Fiscal Year 2020-21

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

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

3. Adoption of a GHAD II Resolution for Approval of the Budget for Fiscal Year 2020-21 for the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) and Appropriation of Funds for Fiscal Year 2020-21

On Motion by Member Banales, seconded by Vice-Chair Craft to adopt and carried

unanimously.

4. Adoption of a Pittsburgh Power Company Resolution for Approval of the Budget for Fiscal Year 2020-21 for the Pittsburgh Power Company (PPC) and Appropriation of Funds for Fiscal Year 2020-21

Vice-Chair Craft recused herself on this item due to her financial interest.

On Motion by Member Banales, seconded by Member White to adopt and carried by the following vote:

AYES: Banales, Scales-Preston, White, Killings
ABSENT: Craft [Recused]

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

Vice Mayor-Chair Craft stated she would recuse herself from the Consent Calendar due to a conflict with the Measure M item (Item 6).

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

AYES: Banales, Scales-Preston, White, Killings
ABSENT: Craft [Recused]

5. Adoption of a City Council Resolution Establishing the Appropriations Limit for the 2020-21 Fiscal Year in Accordance with Proposition III and Article XIII (B)

6. Measure M Citizens Oversight Committee Report – Proposed Use of Measures M Funds for FY 2020-21

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

On Motion by Member Scales-Preston, seconded by Member White to research funding for youth from available sources, including Measure M funds, and carried unanimously.

On Motion by Vice-Mayor Craft, seconded by Member White to review Measure M committee procedures and carried unanimously.

On Motion by Member White, seconded by Member Scales-Preston to begin the process of developing a Youth Commission, and carried unanimously.

COUNCIL MEMBER REPORTS AND REMARKS

Vice-Mayor Craft noted that the City Council hears the public and youth in particular. She stated there were many areas that need improvement in the City and the City Council will be moving forward to address those needs.

Member White echoed the sentiments of Vice-Mayor Craft and wants a partnership with the youth to make needed changes.

Member Scales-Preston thanked the youth for their engagement and looked forward to being able to bring back youth services.

Mayor Killings noted the partnership between the City and community, particularly the youth, economic development, and areas that need funding.

ADJOURNMENT

The City Council meeting adjourned at 6:28 P.M. to July 6, 2020.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

DATE: July 6, 2020

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for July 6, 2020 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Killings called the meeting of the City Council to order at 7:08 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 6:00 P.M. in Closed Session for the following items:

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

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

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

Unrepresented employees: Management Group; Senior Executive Team

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

Number of cases: One (1) Case
There was no reportable action taken in Closed Session.

ROLL CALL

All members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CITY MANAGER REPORTS/REMARKS

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

COMMITTEE REPORTS

Mayor Killings attended the Economic Development subcommittee and the East Bay Division of the League of California Cities meeting.

PUBLIC COMMENTS

Comments were received from the following:

Kevin Sunga
Selene Prado
Ibby Shaheed
Taylor Sims
Sedan Erwin
Greg Enholm
Mark Linde
Bianca Valencia
Nyat Araya
Xavier Muhammad Sr.
Christine Carpio
Manisha Rattu
Pittsburg Youth Action
Clarisse Carpio
Mohammed Azeel

PUBLIC HEARING

3. Introduction and Waive First Reading of an Ordinance Amending Pittsburg Municipal Code as it Relates to Accessory Dwelling Units and Junior Accessory Dwelling Units

Mayor Killings opened the Public Hearing.

Comments were received from the following:

Peter Wilson
Matthew Gelfand

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

On Motion by Vice-Mayor Craft, seconded by Member Banales to introduce and waive the first reading of the ordinance and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

Comments were received and read for Items 5 and 7.

Item 5:

Bruce Ohlson

Item 7:

Joanne Fanucchi
Ana Wallace
John Wallace
Alia Younus
Mark Linde
Lesfue21

On Motion by Vice Mayor/Chair Craft, seconded by Member White to adopt, and carried unanimously.

4. Minutes of June 8, 2020 and June 15, 2020
5. Adoption of a City Council Resolution Authorizing a License Agreement with the U.S. Bureau of Reclamation for Buchanan Road
6. Adoption of a City Council Resolution Authorizing Used Oil Payment Program Application and Grant Program
7. Adoption of a City Council Resolution to Support the Submittal of a Grant Proposal for the Sacramento-San Joaquin Delta Conservancy Community and Economic Enhancement Grant Program Funding

8. Adoption of a City Council Resolution Ratifying a Local Emergency Order Allowing for Temporary Expanded Outdoor Dining for the Duration of the Local Emergency Due to COVID-19

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REPORTS AND REMARKS

Vice Mayor Craft congratulated Member Scales-Preston for being selected as the Chair of the Tri Delta Transit Board.

Member White asked that the meeting be closed in honor of Evelyn Marion and read a statement about her.

ADJOURNMENT

The City Council meeting adjourned at 8:07 P.M. to July 20, 2020 ***in memory of Evelyn Marion.***

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution to Enter Into a Consultant Agreement with Dunbar and Associates For Fiscal Year 2020-2021

MEETING DATE: July 20, 2020

EXECUTIVE SUMMARY

Pittsburg Power Company (PPC) is seeking to enter into a consultant agreement (Agreement) with Dunbar and Associates (Consultant) for the period of July 1, 2020 through June 30, 2021 for the administration of the Future Build Program (Future Build) and for guidance in the areas of Human Resources, Economic Development, solar energy and project management services as necessary.

FISCAL IMPACT

The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed the total amount of Seventy-Five Thousand Dollars (\$75,000) from account number 590-47101-2199. The budget for the Consultant will be allocated upon the adoption of PPC's budget for fiscal year 2020-2021.

RECOMMENDATION

The Governing Board of PPC approve the Resolution authorizing the Executive Director or designee to enter into the Agreement.

BACKGROUND

The Consultant has been providing services to PPC for Future Build since 2011. The Consultant developed the curriculum, budget, governance rules, regulations and agreements in order to continue the fiscal and operational sustainability of Future Build.

Future Build is a partnership of the PPC, Workforce Development Board, Pittsburg Adult Education Center, Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, Environmental Protection Agency, Y & H

Soda Foundation, and Open Opportunities, Inc. to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation.

On July 1, 2014, the Consultant entered into a two-year contract for services which expired on June 30, 2016. The Consultant's services were expanded to include mentoring and advice to the Human Resources Department. This includes advising the City Manager and Assistant City Manager on findings and recommendations.

On June 20, 2016 through PPC Resolution 16-330, the Consultant entered into a two-year contract for services which expired on June 30, 2018.

On June 18, 2018 through PPC Resolution 18-158, the Consultant entered into a one-year agreement for fiscal year 2018-2019 which expired on June 30, 2019. The City and Consultant exercised the option to extend the agreement for an additional year which expired on June 30, 2020.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

PPC seeks to retain the Consultant's services from July 1, 2020 through June 30, 2021 in accordance with the Work Program attached hereto and incorporated herein by this reference as Exhibit "A". The Agreement may be extended, if mutually agreed upon by the City and the Consultant, for one (1) year. The services will include the administration of Future Build, guidance in the areas of Human Resources, Economic Development, solar energy and project management as necessary.

ATTACHMENTS: Resolution
Contract for Services with Exhibit A

Report Prepared By: _____
Melaine Venenciano, Senior Administrative Analyst

BEFORE THE PITTSBURG GOVERNING BOARD OF THE POWER COMPANY
OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Pittsburg Power Company)
Resolution Approving a Consultant)
Agreement with Dunbar and Associates)
For Fiscal Year 2020-2021)

RESOLUTION NO. 20-

The Pittsburg Power Company FINDS AND DETERMINES as follows:

WHEREAS, the Pittsburg Power Company (PPC) is proposing to enter into a consultant agreement (Agreement) with Dunbar and Associates (Consultant) for the administration of the Future Build Program (Future Build) and for guidance in the areas of Human Resources, Economic Development, solar energy, and project management services as necessary; and

WHEREAS, the Consultant has been providing services to PPC for Future Build since 2011; and

WHEREAS, the Consultant developed the curriculum, budget, governance rules, regulations, and agreements in order to continue the fiscal and operational sustainability of Future Build; and

WHEREAS, Future Build is a partnership of the PPC, Workforce Development Board, Pittsburg Adult Education Center, Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, Environmental Protection Agency, Y & H Soda Foundation, and Open Opportunities, Inc. to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation; and

WHEREAS, on July 1, 2014, the Consultant entered into a two-year contract for services which expired on June 30, 2016. The Consultant's services were expanded to include mentoring and advice to the Human Resources Department. This includes advising the City Manager and Assistant City Manager on findings and recommendations; and

WHEREAS, on June 20, 2016 through PPC Resolution 16-330, the Consultant entered into a two-year contract for services which expired on June 30, 2018; and

WHEREAS, on June 18, 2018 through PPC Resolution 18-158, the Consultant entered into a one-year agreement for fiscal year 2018-2019 which expired on June 30, 2019. The City and Consultant exercised the option to extend the agreement for an additional year which expired on June 30, 2020; and

WHEREAS, PPC seeks to retain the Consultant's services in a new agreement from July 1, 2020 through June 30, 2021.

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

- Section 1. The Governing Board of the PPC (Governing 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 Governing Board set forth below.
- Section 2. The Executive Director is hereby authorized to enter into the Agreement for an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) from account number 590-47101-2199. The budget for the Consultant will be allocated upon the adoption of PPC's budget for fiscal year 2020-2021. The Agreement may be extended, if mutually agreed upon by the City and the Consultant, for one (1) year.
- Section 3. The Governing Board hereby authorizes the Executive Director or his designee to amend future agreements and budgets.
- 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 Governing Board of the Pittsburg Power Company Board of Directors at a regular meeting on the 20th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Garrett Evans, Executive Secretary

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2020 between the Pittsburgh Power Company, a Joint Powers Authority ("PPC"), and Dunbar & Associates ("Consultant").

WITNESSETH:

WHEREAS, PPC proposes to utilize the services of the Consultant for the development of curriculum, budget, governance rules, regulations and agreements and any and all memoranda of understanding to achieve the objective of fiscal and operational sustainability of the pre-apprenticeship and "green" construction training program and known as Future Build; and

WHEREAS, the Consultant has presented a proposal for such services as a Work Program to PPC, (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform those services.

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. 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 PPC. The Consultant shall have no power or authority by this Contract to bind PPC in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of PPC. 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.

II. TIME OF PERFORMANCE:

The following time schedule shall be followed:

- A. The services of Consultant are to commence on July 1, 2020 and shall be undertaken and completed no later than June 30, 2021 (Term). PPC and Consultant may, by mutual written agreement, exercise the option to extend the Term for one (1) additional year.
- B. If the option to extend for one (1) additional year is exercised PPC and Consultant shall agree on the compensation.

III. COMPENSATION:

- A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed the total amount of Seventy-Five Thousand Dollars (\$75,000) this Contract.
- B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month.
- C. If the work is halted at the request of PPC, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.
- D. If the Contract is extended, compensation shall be mutually agreed upon by PPC and the Consultant .

IV. TERMINATION:

This Contract may be terminated, without cause, at any time by PPC upon seven (7) 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, PPC shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that 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 PPC shall survive any termination of this Contract.

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

V. CHANGES:

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 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 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 PPC, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, PPC shall be entitled to, and the Consultant shall deliver to 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 PPC, which will not be unreasonably withheld. Consultant shall be as fully responsible to 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 PPC. However, claims for money due or to become due Consultant from PPC under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Consultant shall furnish promptly notice of any assignment or transfer, whether voluntary or involuntary, to 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 PPC's conflict of interest code in accordance with the category designated by PPC, unless PPC Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by PPC code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with 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 PPC.

XIII. MATERIALS CONFIDENTIAL:

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 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. 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 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 PPC.

XVI. CONSULTANT TO PROVIDE INSURANCE:

Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9

(non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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."

(Print Name) (Signature) _____

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Consultant.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the

Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Consultant reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XVII. MISCELLANEOUS PROVISIONS:

- A. The Consultant shall designate a project manager who at all times shall represent the Consultant before 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 PPC, is no longer employed by Consultant, or replaced with the written approval of 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 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 six (6) 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. 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, Executive Manager

Consultant: Dunbar & Associates
 2504 Friesland Court
 Santa Cruz, CA 95062 – 5072
 ATTN: Gerald L. Dunbar, Principal

- G. This Contract shall be interpreted and governed by the laws of the State of California.
- H. Any action arising out of this Contract shall be brought in Contra Costa County, California, regardless of where else venue may lie.
- I. 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.

CONSULTANT:

By: _____

Title: Principal, Dunbar & Associates

PPC:

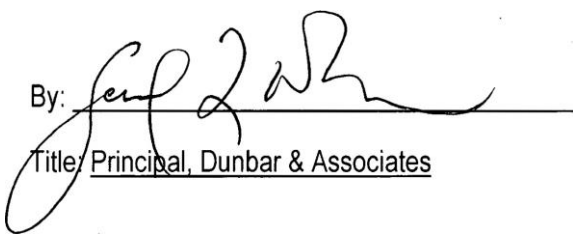
By: _____

Title: Executive Director

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: Principal, Dunbar & Associates

EXHIBIT A WORK PROGRAM

Consultant's Specified Services Consultant shall perform administrative, planning, and development work as assigned. The objective is to continue the fiscal and operational sustainability of the program known as "Future Build" so that it can provide pre-apprenticeship training to disadvantaged residents currently underserved in the construction trades. This includes, but is not limited to, providing an orientation, classroom instruction and practical work in efficient, sustainable and acceptable construction practices with a focus on cutting edge construction practices that reduce the community's carbon footprint. The scope of the assignment may include, but is not limited to:

1. Meet with the City Manager (CM) to identify the city's objectives and timelines and update if the city desires any changes as time passes.
2. Conduct interviews with principals in the previous cohort of "Future Build" and inventory the outcomes and lessons learned.
3. Conduct interviews with the participants of previous cohorts and identify any differences between the perceptions of principals with those of participants.
4. Review and process payments for all subcontractor invoices.
5. Review the city's records and those of any contractor's to identify all of the costs incurred.
6. Research and analyze labor force data from the Employment Development Department to identify opportunities for graduates.
7. Research and analyze data from the local trade groups to identify opportunities for graduates.
8. Research and discuss with the Community College District, PUSD, and the Workforce Development Board to identify additional educational and supportive services available to graduates.
9. Administer the budget to ensure program compliance.
10. Develop and refine curriculum that can be used for future cohorts that incorporates the requirements of the industry.
11. Develop a management and program continuity structure that can sustain itself through subsequent cohorts.

12. Working with stakeholders to design a supportive service system for graduates of current and future cohorts. At a minimum, this is will include post graduation placement and referral services.
13. Produce a document, or multiple documents, that can be used for gaining commitments from interested parties in partnering in future cohorts.
14. Develop governance documents, e.g. memoranda of understanding between future partners that clearly identifies the roles and responsibilities of those participating.
15. Provide the CM with written and verbal reports as frequently as requested.
16. Be the point of contact for all inquiries regarding the project and respond to all inquiries no later than 24 hours after receipt of same.
17. When directed by the CM provide guidance and recommendations in the areas of Human Resources, Economic Development, solar energy and other topics requested by the CM and agreed to by the Consultant.
18. When directed by the CM provide project management services.



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting the Plans and Specifications, Allocating Funds and Awarding Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project

MEETING DATE: July 20, 2020

EXECUTIVE SUMMARY

Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project, will replace portions of West Leland Road between Bailey Road and Railroad Avenue, and a segment of Loveridge Road from East Leland Road to State Route 4. If approved, this resolution will accept plans and specifications, allocate funds and award a construction contract to Bay Cities Paving & Grading, Inc. of Concord.

FISCAL IMPACT

Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project (the Project) is currently funded with \$895,000 from 2019/20 SB-1 Gas Tax. The resolution authorizes allocation of unexpended funds from three paving projects to the Project (\$195,391 from Project 2218 West Leland Road Pavement Management, \$327,553 from Project 2229 2020/21 SB-1 Pavement Management, \$463,689 from Project 3121 Loveridge Road Pavement Improvements) and a \$30,000 insurance payment (322-20081) for repairs to Loveridge Road. If approved, the total Project budget will be \$1,911,633.

A detailed Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution allocating to Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation, funds in the amount of \$195,391 from the West Leland Road Pavement Management Project (Project 2218), \$327,553 from 2020/21 SB-1 Pavement Management (Project 2229), \$463,689 from Loveridge Road Pavement Improvements (Project 3121) and \$30,000 insurance payment (322-20081) for a total budget of \$1,911,633.

Staff also requests that City Council accept the plans and specifications and authorize the City Manager to execute a Contract for Project 2223 with Bay Cities Paving & Grading, Inc. for a total contract amount of \$1,612,925.40 for construction of the Project.

Staff recommends that a construction contingency of \$105,788, approximately 7% of the contract amount, be authorized for the Project. Staff further recommends the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

BACKGROUND

The work of this Contract consists of pavement rehabilitation on portions of West Leland Road from Bailey Road to Railroad Avenue and on Loveridge Road from East Leland Road to State Route 4. This Project also includes repair and replacement of existing sidewalk, curb and gutter, curb ramps, adjustment of utility structures to grade, pavement reconstruction, mill and overlay, base repairs, traffic signal detector loop replacement and striping.

On July 2, 2010, the City received \$30,000 payment of an insurance claim for repair of pavement on Loveridge Road within the limits of the Project. The Project is an appropriate use for these funds.

On June 3, 2019, the City Council adopted Resolution 19-13638 accepting Project 2218, SB-1 West Leland Road Pavement Management Project as complete and authorized unspent funds (\$195,391) be available for other street projects.

On June 17, 2019, the City Council adopted Resolution 19-13643, approving the City's operating budget for Fiscal Year 2019-20 and allocating funds for several capital projects, including \$895,000 from Gas Tax to the West Leland Road and Loveridge Road Rehabilitation (Project 2223).

On December 16, 2019, the City Council adopted Resolution 19-13730 approving the appropriation of \$463,689 from the General Fund to the Loveridge Road Pavement Improvement Project (Project 3121). The scope of work for this project has been added to the Project that is the subject of this report.

On June 29, 2020, the City Council adopted Resolution 20-13799, approving the City's operating budget for Fiscal Year 2020-21 and allocating funds for several capital projects, including \$327,553 from SB-1 Gas Tax to the 2020/21 SB-1 Citywide Management Project (Project 2229) for pavement repairs on West Leland Road.

Advertising for the Project began on May 27, 2020. Bids for construction of the Project were opened on July 1, 2020. Bay Cities Paving & Grading, Inc. was the lowest responsive, and responsible Base Bid in the amount of \$1,612,925.40.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

Staff received one bid proposal for the construction of the Project. The bid received has been checked for arithmetical errors, completeness, and conformance with the bid requirements. The bid proposal submitted by Bay Cities Paving & Grading, Inc. was the lowest responsive, responsible bid and is approximately 10 percent more than the Engineer's estimate. The City Engineer reviewed the bid results and with the challenges of the impacts of the coronavirus (Covid-19) pandemic on the construction industry, he considers the amount in excess of the Engineering's Estimate to be reasonable and appropriate.

The recommended construction contingency of \$105,788 is approximately 7% of the construction contract and will provide funding for unforeseen contract change orders that often occur with work that involves excavation. A Bid Summary is attached to this report.

ATTACHMENTS: Resolution
Project Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Accepting the Plans and	)	
Specifications, Allocating Funds and	)	RESOLUTION NO. 20-
Awarding Project 2223, SB-1 West Leland	)	
Road and Loveridge Road Rehabilitation	)	
<u>Project</u>	)	

The City Council of the City of Pittsburg FINDS AND DETERMINES as follows:

WHEREAS, Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project (the "Project"), is for rehabilitating the pavement on portions of West Leland Road between Bailey Road and Railroad Avenue and Loveridge Road from East Leland Road to State Route 4; and

WHEREAS, on July 2, 2010, the City received \$30,000 payment of an insurance claim for repair of pavement on Loveridge Road within the limits of the Project. The Project is an appropriate use for these funds; and

WHEREAS, On June 3, 2019, the City Council adopted Resolution 19-13638 accepting Project 2218, SB-1 West Leland Road Pavement Management Project as complete and authorized unspent funds (\$195,391) be available for other street projects; and

WHEREAS, on June 17, 2019, the City Council adopted Resolution 19-13643, approving the operating budget for Fiscal Year 2019-20 and allocating funds for several capital projects, including \$895,000 from Gas Tax to the West Leland Road and Loveridge Road Rehabilitation Project (Project 2223); and

WHEREAS, on December 16, 2019, the City Council adopted Resolution 19-13730 approving the appropriation of \$463,689 from the General Fund to the Loveridge Road Pavement Improvement Project (Project 3121); and

WHEREAS, on June 29, 2020, the City Council adopted Resolution 20-13799, approving the City's operating budget for Fiscal Year 2020-21 and allocating funds for several capital projects, including \$327,553 from SB-1 Gas Tax to Project 2229, 2020/21 SB-1 Citywide Management for pavement repairs on West Leland Road; and

WHEREAS, after re-allocation of all identified funds there is a resulting Project budget of \$1,911,633; and

WHEREAS, advertising for the Project began on May 27, 2020. Bids for construction of the Project were opened on July 1, 2020. Bay Cities Paving & Grading, Inc. was the lowest responsive, and responsible Base Bid in the amount of \$1,612,925.40; and

WHEREAS, staff recommends establishing a contingency in an amount \$105,788 (approximately 7% of the construction contract) for unforeseen expenses; and

WHEREAS, staff further requests that the City Engineer or his designee be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg as follows:

Section 1. City Council hereby accepts the plans and specifications for the Project.

Section 2. City Council hereby approves the re-allocation to the Project budget of \$195,391 from the West Leland Road Pavement Management Project (Project 2218), \$327,553 from the 2020/21 SB-1 Pavement Management Project (Project 2229), \$463,689 from the Loveridge Road Pavement Improvements (Project 3121) and \$30,000 insurance payment (Account 322-20081) for a total project budget of \$1,911,633.

Section 3. The City Council authorizes the City Manager to award a construction contract in the amount of \$1,612,925 to Bay Cities Paving & Grading, Inc. for a total contract amount of \$1,612,925.40 for construction of the Project.

Section 4. The City Council authorizes a construction contingency in the amount of \$105,788 for unforeseen expenses.

Section 5. The City Engineer is authorized to approve contract change orders for the Project for a total amount not to exceed 50% of the contingency and the City Manager shall be authorized to approve contract change orders for the Project for a total amount not to exceed 100% of the contingency amount.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Contract 2019-20, SB1 Pavement Management Project-West Leland/Loveridge
Project 2223

Project Funding

SB1 19/20 Allocation	\$895,000
2018-09 West Leland Road Pavement Management (2218)	\$195,391
SB1 20/21 Allocation (Project 2229)	\$327,553
Loveridge Road Pavement Improvements (Project 3121)	\$463,689
Insurance Claim (Account 322-20081)	\$30,000
Funding Total	\$1,911,633

Project Expenditures:

Design: (Code 2122)	Consultant Design Fee	\$134,200
	Amendment #1	\$1,500
	Subtotal	\$135,700
Miscellaneous: (Code 1399)	Advertising	\$1,000
	Pavement Evaluation	\$10,220
	Reproduction	\$1,000
	Subtotal	\$12,220
Construction: (Code 2281)	Construction Contract	\$1,612,925
	Contingency (~7%)	\$105,788
	Material Testing	\$15,000
	Subtotal	\$1,733,713
Wages/Benefits (Code 1101)	Staff Time for Design Management	\$5,000
	Staff Time for Construction Management	\$10,000
	Subtotal	\$15,000
Admin Overhead (Code 2372)	Staff Costs During Design Management	\$5,000
	Staff Costs During Construction Management	\$10,000
	Subtotal	\$15,000
Estimated Expenditures Total		\$1,911,633

Bid Summary-SB1 West Leland Road and Loveridge Road Rehabilitation Project (C
Project 2223

	Engineer's Estimate
Base Bid	\$1,455,102.00
Add Alternate 1-Contra Costa Canal Segment	\$316,960.00
Add Alternate 2-Crestview Drive Concrete Repairs	\$29,550.00

Total Base Bid + Alternates \$1,801,612.00

ontract 2019-20)

Bay Cities Paving & Grading, Inc.
\$1,612,925.40
\$311,301.60
\$21,670.00

\$1,945,897.00



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a Resolution Allocating Funds to Reimburse Seecon Financial & Construction Co., Inc. for Infrastructure Costs Incurred Related to Community Facilities District 2009 01, San Marco ("CFD 2009-01")

MEETING DATE: July 20, 2020

EXECUTIVE SUMMARY

The City established CFD 2009-01 to help fund public improvements in the San Marco development that the developer, Seecon Financial & Construction Co., Inc. dba Discovery Builders ("Developer"), builds on behalf of the City. The Developer is seeking reimbursement for eligible expenses in the amount of \$2,338,981. The proposed resolution will authorize the use of available funds to reimburse the Developer, currently \$1,201,341 from the CFD 2009-01 Fund to reimburse the Developer for public improvements in the amount of \$1,183,321 and the City for administrative expenses in the amount of \$18,020, leaving a balance due for reimbursement to the Developer in the amount of \$1,155,660 and \$17,065 for City administration when tax assessment funds become available.

FISCAL IMPACT

CFD 2009-01 Fund has a current available balance of \$1,201,341. Approval of the proposed allocation will result in the CFD 2009-01 available fund balance to be zero.

RECOMMENDATION

Approve the attached resolution to allocate \$2,338,981 from the CFD 2009-01 Fund to reimburse the Developer for CFD 2009-01 public improvement expenses in the amount of \$1,183,321 and the City's administrative expenses in the amount of \$18,020, leaving a balance due for reimbursement when funds become available, which amounts to a Developer reimbursement of \$1,155,660, and City administration reimbursement in the amount of \$17,065 to be paid from future property tax revenues received by the CFD 2009-01 fund.

BACKGROUND

On December 21, 2009, the City Council established CFD 2009-01 for the purpose of financing certain authorized public capital facilities (the "Facilities") within CFD 2009-01 as set forth in the Resolution of Formation No. 09-11366 and the Resolution Deeming it Necessary to Incur Bonded Indebtedness No. 09-11367, both adopted by the City Council on December 21, 2009.

At the request of a property owner, the City Council initiated annexation proceedings to annex certain territory in the City to the CFD 2009-01 by adopting a Resolution of Intention to Annex Territory to Community Facilities District 2009-01 (San Marco) and to Levy a Special Tax in such Territory and Approving Annexation Map No. 1 on January 18, 2011.

CFD 2009-01 was formed in accordance with the terms of the Development Agreement between the City of Pittsburg and Developer and pursuant to the Mello Roos Act. The Facilities authorized to be acquired and constructed in and for CFD 2009-01 include various public infrastructure improvements such as street improvements, street lighting, public landscaping, traffic signals, sound walls, joint utility mains, storm drains, water facilities, sewer facilities, etc. In accordance with State law, public improvements may be financed in and for CFD 2009-01 to be funded by the special tax levied on both residential and non-residential property within CFD 2009-01 boundaries, including any territory annexed thereto. The special tax may fund the Facilities directly and may also pay debt service on bonds issued to finance the Facilities as well as costs incurred to form CFD 2009-01.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

In fiscal year 2014/15, funds in the amount of \$1,588,757 were paid to the Developer and \$23,831 to the City for administration costs incurred for the design and construction of West Leland Road IIA project improvements.

In fiscal years 2017/18 through 2019/20, funds in the amount of \$3,824,499.27 were paid to the Developer and \$57,367 to the City for administration costs incurred for the design and construction of Subdivision 8519, San Marco Unit 6.

On June 2, 2020, staff received an invoice from the Developer for Acquisition Improvement Reimbursement No. 3 in the amount of \$2,338,981, for costs incurred to build public improvements in CFD 2009-01. As described in the attached memorandum from the City Engineer, staff reviewed the invoice and determined that the improvements had been constructed to the City's standards and the reimbursement request was consistent with the City's Agreement with the Developer.

Funding is available to reimburse the Developer for CFD 2009-01 public improvement expenses in the amount of \$1,183,321 and the City's administrative expenses in the amount of \$18,020, leaving a balance due when tax assessment funds become available, which amounts to \$1,155,660 to the Developer and an additional \$17,065 to the City for administration. The Developer will continue to complete the infrastructure improvements and will submit an invoice in the future for improvements still to be completed.

ATTACHMENTS: 1. Resolution
 2. City Engineer Approval of \$2,338,981 in Payment of Funds from
 CFD 2009-01

Report Prepared By: Janielyn Bayona, Finance Division Manager
Reviewed by: Brad Farmer, Director of Finance

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Allocating Funding from the CFD 2009-01	)	
Fund to Reimburse Developer for Public	)	RESOLUTION NO. 20-
Improvement Expenses and the City's	)	
<u>Administrative Expenses</u>	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, on December 21, 2009, the Pittsburgh City Council established Community Facilities District 2009-01, San Marco ("CFD 2009-01"); and

WHEREAS, prior to forming CFD 2009-01, the City of Pittsburgh entered into a Deposit and Reimbursement Agreement ("Agreement") with the San Marco property owner and developer, A. D. Seeno ("Developer") that requires the City to reimburse the Developer for public improvements constructed in the San Marco development from tax proceeds collected from CFD 2009-01; and

WHEREAS, the Developer incurred \$2,338,981 in eligible expenses to construct public improvements in CFD 2009-01 and is seeking reimbursement of such expenses; and

WHEREAS, CFD 2009-01 has a current available fund balance of \$1,201,341 to partially reimburse the Developer in the amount of \$1,183,321 and reimburse the City in the amount of \$18,020 for administrative expenses, leaving \$1,155,660 due for reimbursement to the developer and \$17,065 for City administration when tax assessment funds become available.

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

Section 1. Findings

- A. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.

Section 2. Authorization

- A. The City Council approves allocating \$2,338,981 from the City's CFD 2009-01 Fund as it becomes available, currently available for reimbursement is \$1,183,320 to the Developer for CFD 2009-01 public improvement expenses and \$18,020 to the City for administrative expenses, leaving a balance due for Developer reimbursement in the amount of \$1,155,660 and City administration in the amount of \$17,065 to be paid from future property tax revenues received by the CFD 2009-01 Fund.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting held on 20th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



City of Pittsburg
Community Development Department
65 Civic Avenue
Pittsburg, California 94565

Date: July 7, 2020

To: Brad Farmer, Finance Director

From: Dick Abono, City Engineer 

Re: Acquisition Improvement Reimbursement Number 3 from CFD 2009-1

Discovery Builders has submitted a request for reimbursement for costs accrued for the design and construction of project improvements for West Leland Road Extension Phase IIB Grading and Drainage Improvements.

The supporting paperwork for their request is consistent with costs expended for the design, construction, and applicable fees expended for the construction of West Leland Road Extension Phase IIB Grading and Drainage Improvements. The improvements were constructed by the Developer and accepted by the City on May 7, 2007 by Resolution No. 07-10786.

The total costs were \$2,338,981. The current balance of funds in CFD 2009-01 is \$1,183,321. Since requested reimbursement exceed available funds, the Developer will receive compensation against future funds subsequently deposited in CFD 2009-01.

It is hereby recommended that the Developer be reimbursed for expenditures made for the Grading and Drainage Improvements for West Leland Road Extension Phase IIB. The amount disbursed will be the amount available on hand and authorized under the agreement between the City and the Developer.

Attached to this memo is a copy of the executed Form of Actual Cost Certificate submitted by the Developer and executed by me, the City Engineer.

EXHIBIT B

FORM OF ACTUAL COST CERTIFICATE

COMMUNITY FACILITIES DISTRICT 2009-01

(SAN MARCO)

CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

The undersigned, a duly authorized representative of Seecon Financial and Construction Co., Inc., et al, (the "Developer") is filing this Actual Cost Certificate pursuant to that certain Acquisition, Funding and Disclosure Agreement, dated as of April 5, 2010 (the "Agreement"). Capitalized terms used herein shall have the meanings assigned thereto in the Agreement. The undersigned, on behalf of the Developer, hereby certifies as follows:

1. The Developer hereby requests that the City of Pittsburg acquire the Acquisition Improvement(s) listed in Schedule I attached hereto.
2. The Actual Cost of the Acquisition Improvement(s) is listed in Schedule I hereto, and is supported by the documentation submitted to the City Engineer with this Certificate.
3. The Title Documents, title insurance policy (if applicable) and lien releases submitted with this certificate meet the requirements of the Agreement.
4. The Developer and all Affiliates thereof are current in the payment all due and payable property taxes and special taxes of the District on property owned by them within the District.
5. The Developer is otherwise in compliance with the Agreement.

Dated: 5/1/19

SEECON FINANCIAL &
CONSTRUCTION CO., INC.,
a California Corporation

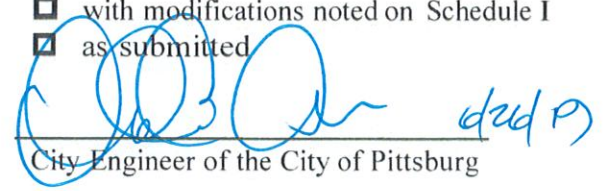
By: 

Title: PRESIDENT

APPROVED

[check one]

- ☐ with modifications noted on Schedule I
☒ as submitted


City Engineer of the City of Pittsburg

B-1

SCHEDULE I

<u>Acquisition Improvement No.</u>	<u>Description</u>	<u>Actual Cost</u>
3	West Leland Road Extension Phase IIB Grading and Drainage Improvements	\$2,338,981.00

Note: The above cost represents the CFD 2009-01 portion of the cost of the design and construction of the West Leland Road Phase IIB Grading and Drainage Improvements. Attached are the confirmation of the dedication and acceptance of the Improvements by the City, actual cost of the project, and final lien releases from all consultants and subcontractors.



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Establish a Salary Range for Assistant City Clerk, Housing Program Analyst I/II and Senior Housing Program Analyst and Amend the AFSCME Management/Professional/Confidential Memorandum of Understanding

MEETING DATE: July 20, 2020

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Director of Human Resources, has added the new classifications of Assistant City Clerk, Housing Program Analyst I/II and Senior Housing Program Analyst. In accordance with the City's Personnel Rules, the City Council is asked to establish the salary range and amend the AFSCME Management/Professional/Confidential Memorandum of Understanding.

FISCAL IMPACT

There is no fiscal impact to establish salary ranges of the new classifications.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to establish the salary range for the Assistant City Clerk, Housing Program Analyst I/II and Senior Housing Program Analyst and amend the AFSCME Management/Professional/Confidential Memorandum of Understanding.

BACKGROUND

Due to the impending retirement of the Director of Records and Council Services, staff recommends adding the new classification specification of Assistant City Clerk to maintain highly responsible and complex administrative and technical support to executive management and the City Council. The Assistant City Clerk is a single position class and the work is characterized by an expectation to exercise considerable independent judgment in routine matters and to take final action on affairs involving the day-to-day operations of the City Clerk's Office. In the absence of the elected City Clerk, the Assistant City Clerk

exercises signatory authority normally granted to the City Clerk and performs other statutory duties as required.

To enhance professional growth opportunities within the Housing Authority Division and upon recommendation from the Director of Community Services, staff recommends adding a new classification series of Housing Program Analyst with an entry level, journey level and advanced level within the series to provide analytical assistance and lead responsibilities in the development, administration and implementation of housing programs to the Community Services Department.

The new classifications will be represented by the AFSCME Management/Professional/Confidential bargaining unit. The Human Resources Department notified AFSCME unit representatives of the proposed classification specifications and salary ranges. Human Resources representatives met with AFSCME representatives on July 6, 2020 and the union found the classification specifications and salary ranges to be acceptable and signed the attached side letter agreement to the Memorandum of Understanding.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Assistant City Clerk will report to the City Manager or designee and be responsible for the day-to-day operations of the City Clerk's Office. The recommended salary range for the Assistant City Clerk is \$7,809 to \$9,491 per month and based on a salary survey of comparable classifications with an average maximum salary of \$9,479 per month. Staff recommends using the same salary range provided to the Senior Administrative Analyst of \$7,809 to \$9,491 per month.

The Housing Program Analyst I/II and Senior Housing Program Analyst will report to the Director of Community Services or designee and be responsible for professional level work in housing related efforts. For internal equity, staff recommends utilizing the same monthly salary ranges provided to the Administrative Analyst I/II and Senior Administrative Analyst. The Housing Program Analyst I salary range will be \$5,826 to \$7,081 per month; the Housing Program Analyst II will be \$6,746 to \$8,199 for the Housing Program Analyst II and \$7,809 to \$9,491 per month for the Senior Housing Program Analyst.

Due to the professional nature and advanced knowledge and skills required to successfully perform the required duties, staff recommends that the Senior Housing Program Analyst and Assistant City Clerk be designated as FLSA exempt classifications and eligible for Administrative Leave in accordance with the current AFSCME Management/Professional/Confidential Memorandum of Understand provision.

In accordance with Personnel Rule 11.1 Salary Plan, the City Council will need to approve the new salary ranges. Salary ranges are set for each class by the City Council. No person may be paid less than the minimum, nor more than the maximum of the salary range established for the class in which employed. No change in the salary range of a class may be made without City Council approval.

ATTACHMENTS: Exhibit A – Assistant City Clerk Job Description

Exhibit B – Housing Program Analyst I/II and Senior Job Description
Exhibit C – Side Letter Agreement to the AFSCME MOU
Resolution

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

ASSISTANT CITY CLERK

*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, assists in the planning, organizing, directing and coordinating the activities of the City Clerk's Office; attends City Council meetings as required; assists in Council agenda review and adoption process; maintains official City documents and records; assists in conducting City elections; coordinates and participates in the documentation, publication and maintenance of official city records as required; coordinates assigned activities with other City departments and outside agencies; and provides highly responsible and complex administrative and technical support to executive management and City Council.

DISTINGUISHING CHARACTERISTICS:

This a single position class and the work is characterized by expectation to exercise considerable independent judgment in routine matters and to take final action on affairs involving the day-to-day operations of the City Clerk's Office. In the absence of the City Clerk, the Assistant City Clerk exercises signatory authority normally granted to the City Clerk and performs other statutory duties as required. The Assistant City Clerk is distinguished from the Deputy City Clerk, which assists in providing administrative and specialized support to the City Clerk's Office.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Manager or his/her designee. Provides functional supervision to technical and support staff.

TYPICAL TASKS: *(include but are not limited to the following)*

- Supervises, coordinates and participates in the preparation and distribution of agendas and related materials for City Council and other assigned meetings.
- Attends City Council meetings and prepares official meeting minutes; ensures adherence to established meeting procedures and rules.
- Oversees and coordinates City Council agenda follow-up including execution of official resolutions, ordinances, minutes, codification of the municipal code, , and legislative history databases.
- Plans, directs and reviews the work of staff, sets work priorities, coordinates and schedules assignments; assists in the development of goals; reviews and evaluates work methods and procedures and prepares recommendations for improvement.

ASSISTANT CITY CLERK

- Coordinates and oversees the City's Records Management Program; maintains and updates the Records Management Manual; establishes and monitors city-wide retention schedules and destruction orders; conducts annual audits of City's recordkeeping and document retention operations; trains and advises designated staff members in proper records management; administers the city's records filing and distribution systems.
- Assists the City Clerk with the organization and conduct of municipal elections, and in interpreting provisions of the Election Code and ensuring elections are conducted lawfully.
- Assists with and where assigned, administers, monitors, and ensures compliance with assigned functions and services of the City Clerk's Office including Conflict of Interest Code, Brown Act, Political Reform Act, Public Records Act, Fair Political Practices Commission regulations, and the Maddy Act.
- Manages the noticing, advertising, and calendaring of public hearings; prepares, processes, and arranges for the posting and publication of legal documents.
- Oversees and coordinates operation and administration of the City's Cable Television Studio (CCTV) and Streaming Media provider and Information Technology for live broadcasts of City meetings and other audio and visual products and services, including staffing, calendaring and budget oversight.
- Conducts training both in group and one-on-one sessions on all software, systems, and tasks required for all levels of staff to perform their individual functions. This includes the Agenda Management System, the Electronic Document Management System, FPPC electronic filing; hardware and systems in the Council Chamber necessary to run an open meeting.
- Provides notary and attestation services.
- Researches complex legal and administrative matters; prepares summaries, reports and correspondence.
- Responds to public inquiries, provides information, and resolves complaints.
- Reviews and revises policies and procedures.
- May attend meetings and conferences.
- Monitors and updates the City Clerk and City Council pages on the City's website.
- Conducts bid openings.
- Administers Oath of Office in absence of City Clerk

ASSISTANT CITY CLERK

- Coordinates, oversees, and participates in the processing of a variety of request for city records and documents from other city departments and staff, other governmental entities and the general public including processing of subpoenas.
- Serves as Acting City Clerk as required.
- Participates in departmental budget preparation and budget administration.
- Supervises, trains and evaluates assigned staff.

MINIMUM QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Equivalent to Associate's degree from an accredited college or university with major course work in public administration, business administration, records management or a related field and four years of progressively responsible management assistance and administrative support experience in a public agency records office or in a City Clerk's Office. A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, records management or a related field is desirable.

Licenses/Certificates:

Possession of, or ability to obtain, a valid class C California driver's license and maintain proof of a valid automobile liability insurance. Possession of, or ability to obtain a Notary Public license is desired. Possession of, or ability to obtain certification through the International Institute of Municipal Clerks as a Certified Municipal Clerk (CMC) or Master Municipal Clerk (MMC) is desired.

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: Laws, codes, and regulations pertinent to the functions of the City Clerk's Office including those related to records management, conduct of municipal elections, and public meetings; Principles and practices of government City Clerk functions and requirements; applicable federal, state and municipal codes, laws and regulations related to City Clerk duties and public meetings; election laws and procedures and political reform requirements; organization and management practices as applied to the analysis and evaluation of programs, policies and operational needs; principles and practices of leadership, motivation, team building and conflict resolution; modern methods of records management, including legal requirement for recording, retention, and disclosure; principles and techniques budgeting procedures and techniques; principles and practices of contract administration; principles and practices of official record keeping and management; modern office procedures and computer equipment; principles and

ASSISTANT CITY CLERK

practices of supervision, training and personnel management; principles and practices of work safety; Proper English usage, spelling, grammar and punctuation; Mathematical arithmetic principles; principles of business letter writing and report preparation; methods and techniques of public relations.

Ability to: Organize work, set priorities, and meet deadlines related to scheduling, and coordinating City Clerk operational activities; and to act as the City Clerk in his or her absence; analyze and interpret complex work papers, reports, and projects; learn, recall and keep up to date on laws, regulations and codes; problem solve issues and explain and interpret policies and procedures; review municipal codes; interpret and evaluate staff reports;; assist in the preparation, conduct and certification of municipal elections; assist in managing an efficient records management system, including staying current with computer and electronic methods of indexing, classifying, storing, and retrieving documents and records; assist in budget development and monitoring generate new and innovative ideas for work efficiency ; foster an environment that embraces diversity, integrity, trust and respect; work with various cultural and ethnic groups in a tactful and effective manner; communicate clearly and concisely, both orally and in writing; exercise sound, independent judgment within general policy guidelines; preserve confidentiality of sensitive material routinely encountered as part of work assignments; operate personal computer with proficiency and familiarity and type at a speed necessary for successful job performance; and learn new software.

EXHIBIT B

CITY OF PITTSBURG
Established: 7/2020

HOUSING PROGRAM ANALYST I/II

*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 immediate to general supervision, performs research, technical, and analytical work in support of Housing Authority programs; operations and activities; plans, implements, and administers a variety of special projects and programs; manages the inspections unit; may provide lead direction to designated support staff.

DISTINGUISHING CHARACTERISTICS:

The Housing Program Analyst job series represents professional classes responsible for providing professional and technical assistance in the development, administration and implementation of assigned housing programs. Participates in a variety of administrative/operational processes, analysis of data, preparation and presentation of proposals, recommendations and reports; analysis of operations and compliance with Department of Housing and Urban Development (HUD) regulations. Positions within this job series provide moderate to complex analytical, technical, fiscal, and/or project management skills while learning specific knowledge and skills applicable to the Housing Authority. Housing Analyst job classes are flexibly staffed.

The Housing Program Analyst I is the entry level class which allows the incumbent to perform administrative, technical and analytical tasks while learning policies, procedures, and techniques related to housing policies and required duties. As experience is gained, assignments become more diversified, more complex, and are performed under more general supervision. This classification is distinguished from the next higher classification of Housing Program Analyst II by the performance of less complex administrative functions and by the emphasis on in-service training under direct supervision. While this class is typically used as a training classification, employees are required to have professional level skills and related work experience.

The Housing Program Analyst II is the full journey level class in the Housing Program Analyst series in which incumbents are expected to perform the full scope of assigned analytical duties. Incumbents must be fully competent to perform difficult analyses with minimal supervision. Incumbents are expected to have a general understanding of HUD Choice Voucher Program (also known as the Section 8 Program) and associated financing mechanisms. Incumbents are expected to exercise independent judgment in identifying the appropriate research methods, assessing the impacts of various actions and developing sound recommendations.

SUPERVISION RECEIVED/EXERCISED:

The Housing Analyst I/II receives immediate to general supervision from the department head or designee. May exercise lead direction of designated support staff.

TYPICAL TASKS: *(includes but are not limited to the following)*

- Determines eligibility criteria for housing assistance; inspects properties under contract and properties for rent, new leases, reexaminations and terminations; monitors and determines current, local housing unit leasing rates and negotiates rental agreements; prepares confidential and technical documents pertaining to housing agreements and contracts.
- Inspects properties to determine compliance with the requirements of the Section 8 Program regarding housing quality and general conditions of safety and sanitation; advises property owners and tenants of maintenance needs; documents repair requirements; conducts damage and move out inspections; counsels tenants, property owners and/or managers to avoid disputes; conducts follow up inspections of completed work and repairs; performs regularly scheduled reexaminations.
- Assists in the development, implementation and administration of policies, processes new program elements and program modifications as assigned in order to meet program goals and objectives; monitors and coordinates the operation of assigned housing program areas; performs analytical work including feasibility analysis of projects; assists in formulating program policies, goals and procedures.
- Monitors and coordinates on-going operations of assigned program areas; maintains documentation; supporting records and statistics; negotiates and monitors compliance of various grant agreements or affordable housing agreements/programs.
- Interviews and confers with realtors; conducts individual and group briefing sessions; prepares and makes presentations to a variety of groups, including developers, lenders, neighborhood groups and others regarding affordable housing issues and concerns; prepares and presents workshops for property owners, contractors, and various City/other agency inspectors; works with a variety of parties to ensure compliance with rules and regulations.
- Assists in the preparation of assigned program and project budgets; prepares budget recommendations relative to assigned housing program responsibilities; coordinates and compiles budget recommendations related to housing programs; researches past expenditures and revenues and project future expenditures.
- Responds to requests for information from the general public, City staff, and other interested parties; researches requested information and makes recommendations appropriate to resolving inquiries and/or complaints.
- May plan, prioritize, assign, supervise and review the work of assigned staff and participate in the selection of staff; provides and coordinates staff training; works with employees to correct deficiencies; implements discipline procedures.

- Provides highly responsible analytical staff assistance including conducting specific and/or comprehensive surveys and analyses of a variety of alternative housing options and funding mechanisms.
- Establishes and maintain positive working relationships community organizations, state and local agencies, City management and staff, and the public
- Performs related duties as assigned.

Housing Program Analyst II (In addition to those previously outlined)

- Prepares and administers contracts and memoranda of understanding related to various housing programs and projects; participates in and coordinates and/or facilitates internal and external committees and staff meetings.
- Monitors assigned budget(s) on a regular basis; analyzes budget information regarding revenues/expenditures and prepares reports in accordance with requirements of local, State, and Federal funding sources; analyzes costs and trends; develops and implements leasing strategy; forecasts and monitors units leased ensuring compliance with budget authority; submits required data to regulatory agencies.
- Performs quality control audits of caseload to ensures correct calculations and compliance with regulatory requirements and deadlines.
- Prepares grant proposals according to funding source requirements; monitors approved grants to ensure compliance with conditions and regulations; maintains appropriate documentation and records; participates in audits conducted by grant authority.

MINIMUM QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Housing Program Analyst I

Education and/or Experience:

A bachelor's degree in public or business administration, social work or a related field and at least one (1) year of professional level experience in in a Housing Choice voucher, Low Income Public Housing Program, or Assisted Housing Program.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license. Possess a Housing Quality Standards (HQS) inspection certification from HUD within one year of appointment.

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 is a representative sample of the KAS necessary to perform typical tasks of the position)*

Knowledge of:

Principles and practices of affordable housing program administration and funding methods; basic supervisory principles and practices; principles and practices of program and project management; basic budget preparation and monitoring; research methods and procedures including statistical analysis and report writing; related codes and ordinances pertaining to public housing programs and enforced by the City and Housing Authority; principles of supervision, training and performance evaluations.

Ability to:

Perform professional work in the development, administration and implementation of a variety of affordable housing programs; learn to read and interpret complex building plans, specifications and building codes; understand all aspects of the job; analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures; interpret and apply complex policies, procedures, rules and regulations; understand and apply statistical information as related to the implementation and operation of a variety of affordable housing programs; prepare and make formal and informal presentations of housing program information in a clear and understandable manner; administer assigned program or project responsibilities; prepare reports; evaluate and develop procedures and policies and make recommendations; exercise initiative and independent judgment in sensitive situations; interview, research, problem solve, and negotiate; supervise, train and evaluate assigned technical and administrative support staff; communicate clearly and concisely, both orally and in writing; attend evening or weekend meetings outside of usual working hours, as required.

Skill to:

Operate an office computer and a variety of word processing, spreadsheets, online computer and software applications including special Housing and Urban Development (HUD) computer programs in an effective manner.

Housing Program Analyst II: (In addition to those previously outlined):

Education and/or Experience:

A bachelor's degree in public or business administration, social work or a related field and at least three (3) years of progressively responsible experience performing professional administrative, program/project management, and/or analytical functions in a capacity similar to the City's Housing Analyst I.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license. Possess a Housing Quality Standards (HQS) inspection certification from HUD.

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 is a representative sample of the KAS necessary to perform typical tasks of the position that are in addition to the Analyst I Position)*

Knowledge of:

Affordable housing and Voucher program; Principles and practices of cost benefit analysis as related to assigned department operations; pertinent local, State and Federal laws, ordinances and rules related to affordable housing programs; features and elements to assigned housing programs and activities; principles and practices of advanced program and project management; program evaluation and analysis.

Ability to:

Maintain confidentiality; provide analytical and technical support for housing assistance programs; learn and interpret Housing Authority's policies and procedures; review and implement proposed changes in regulations for housing programs; research, analyze, evaluate programs, policies and procedures, and make sound, accurate recommendations; participate in the training of staff; prepare clear and concise reports, studies and analysis; communicate complex ideas effectively, both verbally and in writing; establish and maintain effective working relationships with the people contacted in the course of work; organize work, set priorities and exercise sound judgment within established guidelines; prepare and work within established operating budgets; explain complex information clearly; converse with wide variety of personalities in a pleasant and helpful manner by telephone and in person, and simultaneously record information being given during the conversation process, accurately and legibly; receive directions regarding assignments, follow-through on assignments in a timely manner, and work on several assignments simultaneously with accurate results.

SENIOR HOUSING PROGRAM ANALYST

*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 general supervision, leads, oversees, and participates in the performance of professional level work in housing related efforts; to serve as the subject matter expert on specific and complex administrative and/or programmatic details, related legislation, codes and regulations, technical/professional functions, operations, and processes within the Housing Authority and City of Pittsburgh; to implement assigned objectives and performance standards; to participate as an effective and positive member of the departmental team and as such, participate in strategic planning, policy development and legislative analysis; and to represent the City in both external and internal contacts.

DISTINGUISHING CHARACTERISTICS

This classification functions at the advanced journey level and as such recognizes positions that exercise programmatic and line management responsibility for assigned functions and assumes substantive and significant responsibility in program/operational administration. This class is distinguished from subordinate classes within the series by the greater level of responsibility assumed, complexity of duties assigned, independence of action taken, and by the nature, impact, and scope of the public contact. Employees in this job class are subject experts in designated operations, programs, or departmental activities. This classification is distinguished from the next lower classification of Housing Program Analyst II by the performance of more varied and complex assignments including the management and administration of significant programs and/or operations/services.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the department head or designee. May exercises direct technical and functional supervision over lower level support and/or professional staff.

TYPICAL TASKS: *(include but are not limited to the following)*

- Develops, organizes, implements, monitors, leads, and assists in a variety of administrative and/or operational activities in support of significant program(s) including development and implementation of policies and procedures; oversees and coordinates the allocation of designated resources, administers the record keeping and reporting functions, and ensures compliance with stated mission, goals,

regulations, and guidelines; oversees the transmission of data electronically or submission of information or report to the Department of Housing and Urban Development, the State of California, or any other oversight agencies as required.

- Participates in the development and implementation of annual budget as it relates to assigned functions; forecasts funding needs for staffing, equipment, materials, supplies, and other necessary resources; monitors approved expenditures; implements mid-year adjustments to expenditures as directed.
- Participates in the strategic planning for and establishment of assigned program objectives and performance standards; evaluates program operations and activities in terms of over-all effectiveness and compliance; implements improvements and modifications as necessary; and adjusts goals and objectives in response to changing program directives and/or needs and priorities.
- Identifies opportunities for improvement in current policies, procedures, and systems of assigned programmatic/operational functions; develops recommendations; implements modifications to the program, policies, and/or procedures; prepares and enforces administrative plans, policies and procedures as appropriate and as directed;
- Coordinates, monitors, and supports assigned program/operational team(s) on a project or on-going basis; acts as a resource to staff, advises staff on the more complex issues of specific areas of responsibility; provides lead direction, guidance, and assist in a variety of operational and administrative activities; may prepare performance evaluations.
- Mediate and resolve conflicts between landlords, tenants, property managers, and other parties.
- Develops, implements, and manages assigned administrative and operational systems and processes to maximize the effectiveness and responsiveness of assigned programs; acts as administrative and technical resource to staff, management, other City departments, agencies and organizations as well as the community in a positive and supportive manner.
- Participates as a cooperative and positive member of the departmental team; participates in strategic planning, legislative review and analysis, and policy development.
- Participate in the management and disposition of the City of Pittsburg, Housing Authority, and Housing Successor Agency real estate assets.
- Implements and monitors assigned programmatic/operational functions, activities and strategies to support the overall goals, objectives; assigns work activities and

projects; monitors timelines; produces and/or evaluates work products, methods, and procedures.

- Coordinates assigned functions and activities with other departmental/divisional functions, city departments, outside agencies, and the community as applicable to ensure the efficient and effective administration of assigned services throughout the organization.
- Builds and maintains positive working relationships with co-workers, other City employees and managers, and the community utilizing accepted principles of effective customer service.
- Maintains awareness of and participation in the external professional environment and resources to ensure the highest level of professional standards are applied to service delivery; serves as a positive and motivational team leader as well as an effective member of the departmental team.
- Perform related duties and responsibilities and required.

MINIMUM QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

A bachelor's degree in business administration, social science, social services or closely related field and at least four (4) years of progressively responsible professional level experience in Housing Choice voucher, Low Income Public Housing Program, or Assisted Housing Program. A master's degree is desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license. Possess a Housing Quality Standards (HQS) inspection certification from the Department of Housing and Urban Development.

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 is a representative sample of the KAS necessary to perform typical tasks of the position)*

Knowledge of:

Affordable Housing and Voucher program; standard and accepted structure and organization of public sector agencies; principles and practices of program development and administration; principles and practices of budget development and implementation; basic principles in supervision and training; real estate principles and practices; operating policies and procedures and functions of

assigned department, division or program areas; and local, state, and federal laws, rules, regulations and codes relevant to assigned duties.

Ability to:

Apply the principles and practices of public administration; analyze systems and administrative and management practices and identify opportunities for improvement; read, analyze, evaluate and summarize written materials and statistical data; analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; direct, manage, monitor, and evaluate the work of technical and professional staff and/or consultants; prepare technical written materials and apply statistical formulae; interpret and apply pertinent local, state, and federal laws and regulations; work a flexible schedule including occasional evening and weekend hours; and establish and maintain effective working relationships with those contacted in the performance of assigned duties.

Skill to:

Operate an office computer and a variety of word processing and software applications in an effective manner.

Amendment #4

To the Memorandum of Understanding
Between the City of Pittsburgh and AFSCME MPC Unit
July 1, 2018 through June 30, 2020

This will confirm an understanding reached between the City of Pittsburgh and the American Federation of State, County and Municipal Employees (AFSCME), MPC Unit.

APPENDIX A. Classifications

Add new classifications:

- Assistant City Clerk
- Housing Program Analyst I
- Housing Program Analyst II
- Senior Housing Program Analyst

18. Administrative Leave

Assistant City Clerk and Senior Housing Program Analyst receive a maximum of eighty (80) hours Administrative Leave each calendar year.

Exhibit B. Current Salary Range

1. The monthly salary range for employees in the classification below:

Classifications	Step A	Step B	Step C	Step D	Step E
Assistant City Clerk	7,809	8,199	8,609	9,039	9,491
Housing Program Analyst I	5,826	6,117	6,423	6,744	7,081
Housing Program Analyst II	6,746	7,083	7,437	7,809	8,199
Senior Housing Program Analyst	7,809	8,199	8,609	9,039	9,491

FOR AFSCME (MPC)

By _____
Business Agent

Date: _____

FOR CITY OF PITTSBURG

By _____
Garrett Evans, City Manager

By _____
Stacy Shell, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
To Establish Salary Ranges for the)
Housing Program Analyst I/II, Senior)
Housing Program Analyst and Assistant)
City Clerk)

RESOLUTION No. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the City Manager has established the class specifications of Assistant City Clerk, Housing Program Analyst I/II and Senior Housing Program Analyst; and

WHEREAS, the City's Personnel Rule 13.1 calls for the City Council to establish the salary ranges of Assistant City Clerk, Housing Program Analyst I/II and Senior Housing Program Analyst classifications; and

WHEREAS, the salary range for the Assistant City Clerk and Senior Housing Program Analyst classification shall be \$7,809 to \$9,491 per month; the Housing Program Analyst I classification shall be \$5,826 to \$7,081 per month and the Housing Program Analyst II classification shall be \$6,746 to \$8,199 per month; and

WHEREAS, the City Manager recommends the classification be placed in the AFSCME Management, Professional, Confidential Bargaining Agreement.

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

Section 1.

The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2.

The City Council approves the salary ranges of the Assistant City Clerk, Housing Program Analyst I/II and Senior Housing Program Analyst and amendment to the AFSCME Management, Professional, Confidential Bargaining Agreement.

Section 3.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of July 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of an Ordinance Amending Pittsburg Municipal Code Title 18.50, Article IV to revise Accessory Dwelling Unit Standards to be consistent with state law.

MEETING DATE: July 20, 2020

EXECUTIVE SUMMARY

On July 6, 2020, the City Council held a duly noticed public hearing to consider amendments to Title 18 of the Pittsburg Municipal Code (PMC) to revise the existing Accessory Dwelling Unit Standards in order to comply with state law. These standards would apply citywide.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council move to adopt Ordinance 20-1476 amending PMC Title 18.50, Article IV to revise Accessory Dwelling Unit Standards to be consistent with state law.

BACKGROUND

The public hearing for this item was held before the City Council on July 6, 2020. After the close of the public hearing, the City Council moved to introduce and waive further reading of Ordinance No. 20-1476, amending PMC Title 18.50, Article IV as it relates to Accessory Dwelling Units and Junior Accessory Dwelling Units.

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 adoption.

ATTACHMENTS:

1. Ordinance No. 20-1476

Report Prepared By: Trishia Caguiat, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance of the City of Pittsburgh)
Amending Chapter 18.50, Article IV of)
The Pittsburgh Municipal Code,)
“Accessory Dwelling Units,” to Comply)
with State Law)

ORDINANCE NO. 20-1476

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

WHEREAS, in 2019, the State legislature enacted several laws intended to increase the state’s supply of affordable housing by facilitating the construction of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) statewide; and

WHEREAS, on January 1, 2020, the laws became effective statewide; and

WHEREAS, under the provisions of Government Code section 65852.2 and 65852.22, the new state laws require cities to expand the allowable location of ADUs to lots zoned for multifamily and mixed use, permit JADUs by-right on lots zoned residential single family, further reduce minimum side and rear setbacks, clearly define ‘public transit’ to allow for additional parking waivers, remove the ownership occupancy requirements for ADUs, among other requirements; and

WHEREAS, on June 6, 2020, the Planning Commission held a public hearing to formally consider a recommendation to the City Council on the proposed amendments. Following close of the public hearing, the Planning Commission voted 4-1 to adopt Resolution No. 10150, recommending approval of the proposed amendments; and

WHEREAS, on or prior to June 23, 2020, in accordance with Government Code sections 65853 and PMC section 18.14.020, a “Notice of Public Hearing” for the July 6, 2020, public hearing on this item was published in the East County Times; was posted at City Hall and in the “Public Notices” section of the city website; and was mailed via first class or electronic mail to local service agencies whose services might be significantly affected by this project, and to individuals who had previously filed written request for such notice.

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

SECTION 1. Amendment. Article IV of Chapter 18.50 of the Pittsburgh Municipal Code is hereby amended to read as follows:

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

Article IV. Accessory Dwelling Units ***and Junior Accessory Dwelling Units***

18.50.300 General.

This article is intended to implement the general plan housing policy on accessory dwelling units, adopted in part in response to Government Code Section [65852.1](#) et seq., by allowing an accessory dwelling unit in residential districts, subject to approval by the city planner.

18.50.302 Definition.

An “accessory dwelling unit (ADU)” shall mean an attached or detached residential dwelling that is subordinate to a primary dwelling on the same lot, and that provides complete independent and permanent facilities for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary dwelling.

An accessory dwelling unit may include a prefabricated or manufactured home on a permanent foundation.

An “efficiency kitchen” is as defined in Section 17958.1 of the Health and Safety Code.

A “junior accessory dwelling unit “(JADU)” is a unit no larger than 500 square feet and contained entirely within the walls of a single-family dwelling. A JADU includes an efficiency kitchen, sleeping facilities, and may include its own bathroom or it may share a bathroom within the existing structure.

“Livable area” is defined as the interior habitable space of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

A “primary dwelling” refers to the main single-family ***or multifamily*** dwelling unit on site, absent the space devoted to or designated as the accessory dwelling unit ***or junior accessory dwelling unit.***

“Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

18.50.305 Where permitted.

An accessory dwelling unit is permitted in any residential district or planned development district on each lot that has a single-family dwelling ***or multi-family dwelling.***

A junior accessory dwelling is permitted in conjunction with a single-family residential use in all zoning districts.

18.50.310 Administrative review.

An application for an accessory dwelling unit ***and/or junior accessory dwelling unit*** meeting the following development standards shall be processed ministerially. In accordance with PMC [18.32.010](#)(B), an accessory dwelling unit ***and/or junior accessory dwelling unit*** shall be approved if the unit complies with all of the following:

- A. The unit is not intended for sale and may be rented, ***except to a qualified non-profit corporation as authorized by Government Code section 65852.26;***
- B. The lot is zoned for single-family, or multifamily residential use, ***or mixed use;***
- C. ~~The lot contains a maximum of one single-family dwelling;~~
- D. The dwelling conforms to the design and development standards for an accessory dwelling unit established in PMC [18.50.315](#);
- E. The accessory unit structure is compatible with the design of the primary dwelling unit in terms of building materials, colors and exterior finishes and architectural style;
- F. Public and utility services including emergency access are adequate to serve both dwellings;
- G. The accessory dwelling unit complies with the development standards applicable to “single-family dwellings, detached,” within the residential or planned development district in which the primary dwelling is located, except as allowed by PMC [18.50.315](#). ~~Accessory dwelling units proposed within RH or RHD districts shall comply with the development standards established for “single-family dwellings, detached,” within the RM district;~~
- H. The primary dwelling and ***junior*** accessory dwelling unit shall not be occupied by two separate households under two separate leases. The primary dwelling and ***junior*** accessory dwelling unit built on the property shall be separately occupied only if the owner occupies one of the units. ~~This rental restriction~~ ***A deed restriction prohibiting sale and restricting the size and attributes of the JADU*** shall be recorded with the Contra Costa County recorder, on a form prepared by the city planner, and shall be a covenant running with the land. No certificate of occupancy shall be issued or no final inspection shall be conducted for the ***junior*** accessory dwelling unit unless the owner has submitted to the city planner a copy of the recorded restriction required by this subsection. Owner-occupancy shall not be required if the owner is a governmental agency, land trust, or housing organization;
- I. The property owner must file an application with the planning division, which shall include:
1. Plans and elevations showing the proposed ***JADU and/or ADU*** accessory dwelling unit and its relation to the primary dwelling, all existing or proposed structures on site, and all property lines;
 2. Description of building materials;
 3. Landscaping and exterior finish to be used;
 4. Location of required parking pursuant to PMC [18.50.315](#);

5. Footprint (in square feet) of all existing and proposed structures, as well as the total lot coverage;

6. Any other information required to determine whether the proposed unit conforms to the requirements of this article;

J. The property owner must register the **JADU or ADU, if a rental** accessory dwelling unit with the city of Pittsburgh residential rental inspection program. **No ADU or JADU shall be rented for a term of 30 days or less.**

18.50.315 Design and development standards.

Schedule 18.50.315 prescribes specific design and development standards for accessory dwelling **units and junior accessory dwelling units**. The column beneath each accessory dwelling unit classification heading establishes basic requirements for accessory dwelling unit development. Additional land-use-specific development regulations are identified in PMC [18.50.310](#).

Schedule 18.50.315: Accessory Dwelling Units **and Junior Accessory Dwelling Units**—Development Regulations

Unit Classification	JADU	Attached ADU	Detached ADU
Number of Units	1 per lot within the primary dwelling.	1 per lot with a primary dwelling. With a multifamily residential use, multiple ADUs within portions of the existing structure that were not used as livable area, to no more than 25 percent of the existing dwelling units onsite.	1 per lot with a primary dwelling. With a multifamily residential use, up to 2 detached units per lot.
Maximum Unit Size	500 square feet.	Lesser of 50 percent of the primary dwelling floor area, or 1,200 square feet.	1,200 square feet.
Minimum Unit Size	200 square feet.		
Minimum Length/Width	10 feet.		
Height and Setbacks	Not applicable.	Shall comply with the height and setback standards applicable to “single-family	1) Shall comply with the height and setback standards applicable to

		dwelling, attached,” within the R or PD district in which the primary dwelling is located; however, accessory dwelling units proposed within RH or RHD districts shall comply with the development standards established for “single-family dwellings, attached,” as outlined in the RM district. (1) Not permitted within any portion of an established front yard, as defined by PMC 18.06.745(B). (2) Minimum 4 feet side, corner side and/or rear yard setback provided the maximum height does not exceed 16 feet with a roof having a pitch of 3:12 or greater. (3) Corner side yard setback may be increased as necessary to maintain a sight distance triangle formed by the intersecting street lines and a line joining points on these street lines at a distance of 30 feet from the intersection of these lines.	“single-family dwellings, detached,” within the R or PD district in which the primary dwelling is located; however, accessory dwelling units proposed within RH or RHD districts shall comply with the development standards established for “single-family dwellings, detached,” as outlined in the RM district. (2 1) Not permitted within any portion of an established front yard, as defined by PMC 18.06.745(B). (3 2) Must be located at least 5-4 feet from the walls of the primary dwelling unit or an accessory structure. (4-3) Minimum 4 feet side, corner side and/or rear yard setback May encroach up to 5 feet into a required rear yard, provided the maximum height does not exceed 10 feet, or 12- 16 feet with a roof having a pitch of 3:12 or greater. (4) Corner side yard setback may be increased as necessary to maintain a sight distance triangle formed by the intersecting street lines and a line joining points on these street lines at a distance of 30 feet from the
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			<i>intersection of these lines.</i>
Lot Coverage	Shall comply with standards applicable to “single-family dwellings, attached,” within the R or PD district in which the primary dwelling is located.		Shall comply with standards applicable to “single-family dwellings, detached,” within the R or PD district in which the primary dwelling is located.
Minimum Private Storage Area	200 cubic feet. ^a		
Exterior Appearance	<i>The junior accessory dwelling unit shall be constructed within the walls of the proposed or existing single-family residence to be compatible with the design of the primary dwelling unit in terms of building materials, colors and exterior finishes and architectural style.</i>	The accessory dwelling unit must be compatible with the design of the primary dwelling unit in terms of building materials, colors and exterior finishes and architectural style. The entrance of an attached accessory dwelling unit shall not be visible from the public right-of-way.	The accessory dwelling unit must be in harmony with the primary dwelling unit or convey the appearance of a single-family home.
Conversion of an Existing Structure	(1) An accessory structure lawfully established that does not conform to 1 or more of the development standards contained in this section may be converted to an accessory dwelling unit, provided the structure: (a) meets the criteria established in PMC 18.50.310 ; (b) is not altered or reconstructed so and may be altered up to 150 square feet as not to increase the discrepancy between the existing nonconforming conditions and the standards contained in this section; and (c) any walls within setback areas comply with applicable building and fire codes. (2) An existing garage may only be converted to an accessory dwelling unit if the garage conversion conforms to the standards established in PMC 18.50.130.		
Building Foundation	Permanent foundation required.		
Unit Access	<i>The separate entrance of an attached junior</i>	Separate unit access required. The exterior entry shall not be visible from the	Separate unit access required. If the exterior entry is on the second

	<i>accessory dwelling unit and may include an interior connection to the single-family dwelling and may be secured by a locking door.</i>	public right-of-way. If the exterior entry is on the second floor, the stairway shall not be located in the front of the primary dwelling. Interior access between an attached accessory dwelling unit and the primary dwelling may be provided and may be a door equipped with a double lock.	floor, the stairway shall not be located in the front of the primary dwelling.
Kitchen Facilities	<i>An efficiency kitchen shall include cooking facilities and a food preparation counter with storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.</i>	Separate kitchen facilities required.	
Sanitation Facilities	<i>A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure</i>	Separate sanitation facilities required.	
Utility Meters	Separate gas and electric meters may be permitted if approved by the chief building official and utility provider.		
Required Parking	<i>No additional parking stalls required.</i>	1 space ^a <i>or zero</i> ^{b,c}	

~~a—Each private storage space required by this section shall have minimum horizontal area of 24 square feet, and shall consist of enclosed, weatherproofed and lockable private storage space in addition to clothes closets customarily provided. The space for each unit may be provided in a location approved by the city planner, but must not be divided into two or more locations.~~

a Required parking space(s) may be in tandem with required parking for the primary dwelling unit.

b Required parking space(s) may be in tandem with required parking for the primary dwelling unit. No additional parking shall be required for an accessory dwelling unit which meets one or more of the following: (a) is located within one-half mile of a public transit stop (in such cases, the one-half mile standard shall be based on the actual walking route between the accessory dwelling unit and the transit stop rather than on a straight line between the two points); (b) is located within an architecturally and historically significant historic district; (c) is located entirely within the existing primary dwelling or an existing habitable accessory structure and results in no net addition of habitable floor area on the property; (d) when on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; or (e) when there is a car share vehicle located within one block of the accessory dwelling unit.

c *When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, no replacement of off-street parking is required.*

SECTION 2. CEQA.

The project is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, section 15282(h), the adoption of an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.22 of the Government Code as set forth in Section 21080.17 of the Public Resources Code;

SECTION 3. Severability.

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

SECTION 4. Effective Date.

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

SECTION 5. Publication.

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on July 6, 2020 and adopted on July 20, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Consideration of a City Council Request for a Future Agenda Item
Related to Youth Services

MEETING DATE: July 20, 2020

EXECUTIVE SUMMARY

At the June 29, 2020 City Council meeting, Councilmember Scales-Preston requested a future agenda item related to establishing a dedicated funding mechanism to address the formal funding of programs and facilities for Youth Services in the City of Pittsburg. As part of this item, the City Council will receive a report on existing restrictions associated with new or one-time revenues as outlined in the Fiscal Substantiality Ordinance, identify options to making changes to the ordinance along with addressing the funding of youth programs and youth recreation within the City of Pittsburg.

FISCAL IMPACT

There is minor fiscal impact associated with establishing a dedicated funding mechanism and identifying potential actions to address this issue. Staff from the City Attorney, City Manager, Finance and Recreation Departments will be impacted, and it is estimated the amount of staff time dedicated to the initial effort to be a combined maximum of 60 hours. If staff is directed to implement a specific action item, the associated costs and staff time dedicated will be determined based upon the scope of programs to be implemented.

RECOMMENDATION

City Council accept the report and move to direct staff to further evaluate the necessary changes to amend the Fiscal Sustainability Ordinance, so a dedicated portion of any new non-restricted funds be set aside to provide for your services and programs.

BACKGROUND

Pursuant to the City Council Handbook, if an individual Councilmember wishes to have an agenda item placed on a future agenda, a Councilmember may make a request under the Requests for Future Agenda Items section of the agenda. At the next regularly scheduled

City Council meeting, the requested item will be listed on the agenda under “Request for Future Agenda Items.”

The item will identify the Councilmember making the request and briefly describe the nature of the request. Staff will not spend time on the requested item except to provide assistance to the Councilmember to frame the issue so that the City Council and public clearly understand the request. Should the issue be an item that staff has already researched, or is in the process of researching, an informational report may accompany the request on the agenda. Additionally, if the City Manager feels there is information that should be shared in order to productively evaluate next steps, brief information regarding the request may be included on the subsequent agenda.

When the item is called, the Councilmember making the request will describe the request and the Council may have a brief discussion of the requested item. Upon concurrence by the majority of the membership of the City Council present that staff time and City resources be spent on an item, it shall be scheduled for a future meeting. The City Manager may make a recommendation on the potential future meeting date for a requested item to be brought before the City Council in consideration of the scope of work related to the requested item, cost, availability of staff, future agenda schedule(s), and/or other reasons. City Council discussion will be limited to whether staff time and City resources should be spent on the item. The City Council will take no other action on the item itself. City Council concurrence that staff time or City resources be spent on an item does not signify approval of the item, just that the City Council wishes to have it studied further and the Council may, at any time, decide not to pursue the item further.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City’s Fiscal Sustainability and Reserve ordinance has established reserve requirements and the establishment of a Budget Stabilization Fund for the General Fund as outlined in Chapter 3.26 of the Municipal Code. Within the Code at section 3.26.050 and 3.26.060 are additional requirements for any excess funds over and above the requirements for the use of funds.

Staff will need to draft alternative language to the Municipal Code Chapter 3.26 that would allow alternative funding options once the requirements are met. Additionally, staff will need to develop both a budget and plan to support a new Youth Services Fund, supporting the development of a Youth Services Program throughout the City. Part of the development will include determining the requirements of development of a youth summer jobs program, the establishment of a youth center and programming in the City of Pittsburgh.

Staff will analyze potential further actions that may be implemented to redirect a percentage or new discretionary General Fund Revenues toward the establishment of a Youth Services Fund to ensure the programming continues to support the youth in Pittsburgh. These actions will be brought to the Finance Subcommittee for discussion. In order to address ongoing concerns in a timely manner, the City Manager will implement any interim actions or pilot initiatives deemed appropriate upon direction of the Subcommittee. A subsequent report and update will be provided to the City Council on September 21, at which time the City Council may provide additional direction.

ATTACHMENTS:

Report Prepared By: Garrett Evans, City Manager



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Consideration of a City Council Request for a Future Agenda Item
Related to Measure M Funding/Spending Council Reports

MEETING DATE: July 20, 2020

EXECUTIVE SUMMARY

At the June 29, 2020 City Council meeting, Councilmember Craft requested a future agenda item related to the Measure M Sales Tax revenue collections and the use of these funds. As part of this item, the City Council will receive a report on identified and implemented programs that utilize the funds collected and used to address the issues identified on the ballot and consider directing staff to work with the Finance Subcommittee to further evaluate the scope, cost, and steps necessary to enact longer-term solutions with the use of Measure M funds.

FISCAL IMPACT

There is a minor fiscal impact associated with providing a report and identifying potential actions to address this issue. Staff from the Police, Recreation, Finance, and Public Works Departments will be impacted, and it is estimated the amount of staff time dedicated to the initial effort to be a combined maximum of 40 hours. If staff is directed to implement a specific action item, the associated costs and staff time dedicated could vary significantly.

RECOMMENDATION

City Council accept the report and move to direct staff, working with the Finance Subcommittee, to further evaluate the Measure M Sales Tax collections and uses to ensure they are meeting the objectives as presented and passed on the ballot and return on August 17, 2020 for further action.

BACKGROUND

Pursuant to the City Council Handbook, if an individual Councilmember wishes to have an agenda item placed on a future agenda, a Councilmember may make a request under the Requests for Future Agenda Items section of the agenda. At the next regularly scheduled

City Council meeting, the requested item will be listed on the agenda under “Request for Future Agenda Items.”

The item will identify the Councilmember making the request and briefly describe the nature of the request. Staff will not spend time on the requested item except to provide assistance to the Councilmember to frame the issue so that the City Council and public clearly understand the request. Should the issue be an item that staff has already researched, or is in the process of researching, an informational report may accompany the request on the agenda. Additionally, if the City Manager feels there is information that should be shared in order to productively evaluate next steps, brief information regarding the request may be included on the subsequent agenda.

When the item is called, the Councilmember making the request will describe the request and the Council may have a brief discussion of the requested item. Upon concurrence by the majority of the membership of the City Council present that staff time and City resources be spent on an item, it shall be scheduled for a future meeting. The City Manager may make a recommendation on the potential future meeting date for a requested item to be brought before the City Council in consideration of the scope of work related to the requested item, cost, availability of staff, future agenda schedule(s), and/or other reasons. City Council discussion will be limited to whether staff time and City resources should be spent on the item. The City Council will take no other action on the item itself. City Council concurrence that staff time or City resources be spent on an item does not signify approval of the item, just that the City Council wishes to have it studied further and the Council may, at any time, decide not to pursue the item further.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

In 2012, the City faced decreasing revenues, including a 26 percent decrease in sales and property taxes since 2008, amounting to a loss of approximately \$2.6 million annually. In addition, the costs to provide essential city services to residents continued to increase. The City had already reduced staff and consolidated City Departments to cut costs. The City had 275 full-time employees in 2008, and through early retirements and not filling vacant positions, the City reduced this number to 239 employees in 2011. To further reduce costs, the fiscal year (“FY”) 2011-12 budget called for leaving four (4) police department positions vacant, eliminating the budget for police and maintenance employees at public events, closing the Buchanan Swim center, and eliminating 14 positions, including eight layoffs.

The City predicted that without an increase in revenues, the City would have a General Fund deficit in FY 2012-13 of approximately \$2.7 million, which would have required the City to make additional cuts to City services including a reduction in Police Department services and closing the Senior Center. Faced with severe reductions in income to the General Fund, it would have been very difficult for the City Council to balance the City’s budget without cutting the Police Department’s budget.

To avoid reductions in vital City services, the City Council placed Measure P on the June 5, 2012 ballot to temporarily increase the City’s sales tax. Pittsburg’s voters approved Measure P and the City began collecting the new sales tax beginning in October 2012.

City of Pittsburgh's 2012 Sales Tax - Measure P Language

"To provide funding that stays in Pittsburgh and cannot be seized by the State, to be used for Public Safety, gang prevention, job creation programs for local residents, to keep the Senior Center open, to maintain other City services, shall the City of Pittsburgh enact a temporary, half-cent sales tax for five years, reduced to one-quarter cent for five years, then the increase be terminated, altogether, with citizen's oversight committee, mandatory audits and consistent community reporting?"

To which 73.69% of Pittsburgh's voters said "yes".

Again, in FY 2015-16, the City projected that without an extension of Measure P, vital City services currently funded by Measure P would face reductions as Measure P would reduce by 50% in FY 2017-18 and 50% in FY 2022-23. An election to extend Measure P was placed upon the June 2016 ballot, referred to as Measure M.

City of Pittsburgh's 2016 Sales Tax - Measure M Language

"To provide funding that stays in Pittsburgh and cannot be seized by the State, to be used for Public Safety, gang preventions, job creation programs for local residents, Senior Center operations, repair roads, operate youth programs, and maintain other City Services, shall the City of Pittsburgh extend its current half-cent sales tax through fiscal year 2034-35, providing \$3.6-\$3.8 million annually, then the increase be terminated, altogether, with citizens' oversight, mandatory audits and consistent community reporting?"

To which 81.31% of Pittsburgh voters once again said "yes".

Since the passage of Measure M in June 2016, both Measure P and Measure M are referred to as Measure M starting in FY 2017-18.

Both ballot measures required a Citizens Oversight Committee that is charged with reviewing the use of and making recommendations to the City Council for future uses of the tax revenues .

In order to address ongoing concerns a subsequent report and update will be provided to the City Council on August 17, 2020 , at which time the City Council may provide additional direction.

ATTACHMENTS:

Report Prepared By: Garrett Evans, City Manager



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Consideration of a City Council Request for a Future Agenda Item
Related to Establishing a Youth Advisory Commission

MEETING DATE: July 20, 2020

EXECUTIVE SUMMARY

At the June 29, 2020 City Council meeting, Councilmember Barrett-White requested a future agenda item related to establishing a youth advisory commission to provide the youth voice to the Council promoting civic engagement and community service while furthering the understanding of how municipal government works.

FISCAL IMPACT

There is minor fiscal impact associated with providing a report and identifying potential actions to address this issue. If a youth commission is established, Recreation staff will be impacted due to the organization and oversight of such commission.

RECOMMENDATION

City Council move to direct staff to further evaluate the necessary steps to establish a youth advisory commission including the creation of bylaws, strategy for recruiting commissioners, and initial focus areas.

BACKGROUND

Pursuant to the City Council Handbook, if an individual Councilmember wishes to have an agenda item placed on a future agenda, a Councilmember may make a request under the Requests for Future Agenda Items section of the agenda. At the next regularly scheduled City Council meeting, the requested item will be listed on the agenda under "Request for Future Agenda Items."

The item will identify the Councilmember making the request and briefly describe the nature of the request. Staff will not spend time on the requested item except to provide assistance to the Councilmember to frame the issue so that the City Council and public clearly understand the request. Should the issue be an item that staff has already researched, or is

in the process of researching, an informational report may accompany the request on the agenda. Additionally, if the City Manager feels there is information that should be shared in order to productively evaluate next steps, brief information regarding the request may be included on the subsequent agenda.

When the item is called, the Councilmember making the request will describe the request and the Council may have a brief discussion of the requested item. Upon concurrence by the majority of the membership of the City Council present that staff time and City resources be spent on an item, it shall be scheduled for a future meeting. The City Manager may make a recommendation on the potential future meeting date for a requested item to be brought before the City Council in consideration of the scope of work related to the requested item, cost, availability of staff, future agenda schedule(s), and/or other reasons. City Council discussion will be limited to whether staff time and City resources should be spent on the item. The City Council will take no other action on the item itself. City Council concurrence that staff time or City resources be spent on an item does not signify approval of the item, just that the City Council wishes to have it studied further and the Council may, at any time, decide not to pursue the item further.

SUBCOMMITTEE FINDINGS

This item will be presented to the City of Pittsburg and Pittsburg Unified School District Liaison Committee on July 16, 2020.

STAFF ANALYSIS

Understanding that an engaged community is an active community, it is important to find effective ways of engagement for all residents. Currently, the City of Pittsburg has two active commissions comprised of community members; the Community Advisory Commission and the Planning Commission.

The City of Pittsburg established its first Youth Commission, "Pittsburg Progressive Youth Incorporated", in 1970. Subsequent Youth Commissions were established in 1975, and again in 2001.

Youth Advisory Commissions (YAC) are a youth engagement strategy used to positively incorporate youth voices and help build the capacity of youth participants.

USAID defines a YAC as "an entity composed of young people that serves as an advisory or advocacy body to government or donor agencies. Most often, its role is to identify priorities, craft policies that support these priorities, and contribute to the implementation of these policies through public services. This role may also include public outreach and advocacy."

Staff is requesting authorization to take the necessary steps to research and establish a Youth Advisory Commission for the City of Pittsburg. A subsequent report including proposed bylaws, recruitment and selection process for commissioners, and initial focus areas will be provided to the City Council on August 17, at which time the City Council may provide additional direction.

ATTACHMENTS:

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