



**CITY OF PITTSBURG
AGENDA**

**AMENDED AGENDA –
CLOSED SESSION ONLY**

AUGUST 19, 2019

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

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

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

**CITY COUNCIL
HOUSING AUTHORITY
SUCCESSOR AGENCY**

PRESIDING

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

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

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

AUDIENCE REMARKS

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

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

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

Property: Harbor Street (APN 088-171-037); Agency Negotiator: Garrett Evans and Maria Aliotti; Negotiating Parties: Raj Dhillon, Dhillon Co.; Under Negotiation: Both price and terms of payment

Property: 31 Marina Blvd.; Negotiator for City: Garrett Evans and Maria Aliotti; Negotiating Parties: Global Resources Trading LLC; Under Negotiation: Both price and terms of payment

Property: 75 Bliss Avenue; Negotiator for City: Garrett Evans and Maria Aliotti; Negotiating Parties: Ross Ziegler; Under Negotiation: Both price and terms of payment

Property: 1000 center Drive; Negotiator for City: Garrett Evans and Maria Aliotti; Negotiating Parties: Discovery Builders; Under Negotiation: Both price and terms of payment

- 2 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION:
Initiation of litigation pursuant to Section 54956.9(d)(4)

Number of cases: one

- 3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957:

City Attorney

- 4 CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

Agency designated representatives: Stacy Shell

Unrepresented employee: City Attorney

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PG&E Presentation on Wildfire Safety

General Plan Vision & Opportunities Report

CITY MANAGER REPORTS/REMARKS

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

CITIZENS REMARKS

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

HOUSING AUTHORITY

CONSENT CALENDAR

5 Minutes of July 15, 2019

6 Disbursement List of July 31, 2019

7 Adoption of a Housing Authority Resolution Approving the Pittsburg Chamber of Commerce 2019-2020 Lease and Common Area Maintenance Offset

The Pittsburg Chamber of Commerce (Chamber) entered into a sublease agreement (Sublease) for its operations located at 985 Railroad Avenue (Premises). Pursuant to Sections 3.2 (a) and 5.4 of the Sublease, the Chamber may provide services to the community in lieu of rent and common area maintenance (CAM) charges to be paid by the Chamber. The City and the Chamber have worked together to develop the scope of services (Lease and CAM Offset 2019-2020) to be provided by the Chamber to the City in lieu of paying lease and CAM charges.

8 Adoption of a Housing Authority Resolution Approving the Section 8 Management Assessment Program Certification for Fiscal Year End June 30, 2019

As required compliance with the U.S. Department of Housing and Urban Development (HUD), the Housing Authority of the City of Pittsburg (Housing Authority) has prepared the Section 8 Management Assessment Program (SEMAP) Certification for submission for fiscal year end June 30, 2019.

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY to September 16, 2019

COMBINED CITY COUNCIL AND PITTSBURG POWER COMPANY CONSIDERATION

- 9 Adoption of both a City Council Resolution and Pittsburg Power Company Resolution Approving a Project Development Agreement Between the City of Pittsburg, Pittsburg Power Company, and Energy Delivery Solutions LLC

This item includes consideration of a Project Development Agreement (PDA) between the City of Pittsburg (City), Pittsburg Power Company (PPC), and Energy Delivery Solutions LLC (EDS) that would set forth certain terms and conditions concerning the development of a future technology park. Approval of the PDA would not entitle any development within the City, nor would it constitute a commitment by the City and/or PPC to approve any CEQA documentation, entitlements, or other agreements.

CITY COUNCIL MEETING

PUBLIC HEARING

- 10 Receive Triennial Report on Drinking Water Public Health Goals

Public water systems with more than 10,000 service connections must prepare a written report every three years that provides information on the detection of any contaminant above Public Health Goals established by the California Office of Environmental Health Hazards Assessment. The attached report is intended to provide information to the public and is prepared in addition to the Annual Water Quality Report made available every year to all Pittsburg water customers.

CONSIDERATION

- 11 Adoption of a City Council Resolution Approving the License Agreement for Use of John Buckley Square with Polarsports LLC and Authorizing Improvements to John Buckley Square

Request for adoption by the City Council a resolution approving a License Agreement for the use of John Buckley Square for a temporary outdoor public ice-skating rink and authorizing necessary improvements to be made to John Buckley Square for this use.

- 12 Adoption of a City Council Resolution Approving the City's Green Infrastructure Plan

The City is required under a permit from the San Francisco Regional Water Quality Control Board to control, prevent, and mitigate pollution in waterways. One of the means to achieve this goal is to shift the management of stormwater to diverting runoff into vegetation areas that remove pollutants before discharging into the Delta. This report presents the Green Infrastructure Plan developed to guide selection, design, and implementation of these facilities.

- 13 Adoption of a City Council Resolution Approving the Transfer of Waterfront and Marina Funds, Awarding a Contract for the Pittsburg Marina Basin II Maintenance Dredging Project, and Authorizing the City Manager to Negotiate Additive Items

The City of Pittsburg is responsible for maintenance dredging of three marina basins, storm drain outfalls in the marina vicinity, and the public launch ramps. This action will move funds in excess of the 30% Enterprise Fund required reserves to the 2019-2029 Marina Dredge Capital Improvement Project (Dredge CIP). With this movement of funds, the Dredge CIP balance is enough to award the Pittsburg Marina Basin II maintenance Dredging Project (Project) contract to the lowest responsive responsible bidder, Pacific Dredge & Construction, LLC.

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 AND SUCCESSOR AGENCY CONSENT CALENDAR

- 14 Minutes of July 15, 2019 and July 29, 2019
- 15 Adoption of a Successor Agency Minute Order Amending the Approved July 1, 2019 – June 30, 2020 Recognized Obligation Payment Schedule

The Successor Agency for the Redevelopment Agency of the City of Pittsburg (the “Successor Agency”) is amending the approved Recognized Obligation Payment Schedule for the period of July 1, 2019 – June 30, 2020 (the “Amended ROPS 19-20”) so that the special assessments levied on Successor Agency owned properties may be added.

- 16 Adoption of a City Council Resolution Approving the Business Improvement District Contract for Fiscal Year 2019-2020 by and Between the City of Pittsburg and the Pittsburg Chamber of Commerce

The City and the Pittsburg Chamber of Commerce (Chamber) propose to enter into a Business Improvement District (BID) contract for fiscal year 2019-2020 for specific services to be provided to the City by the Chamber.

- 17 Adoption of a City Council Resolution to Establish a Salary Range for Lead Electrical Technician, Modify the Certification Pay and Education Incentive and Amend the Teamsters Bargaining Agreement

The City Manager, upon recommendation from the Director of Human Resources, has added the new classification of Lead Electrical Technician and recommends amendments to the certification and education incentives pay sections of the Teamsters Memorandum of Understanding (MOU). In accordance with the City’s Personnel Rules, the City Council is asked to establish the salary range and amend the Teamsters Local 856 Memorandum of Understanding.

- 18 Adoption of a City Council Resolution to Accept Contract 2013-19, Multimodal Transit Station Access Improvements Project as Complete and Authorize the City Engineer to File a Notice of Completion

Contract 2013-19, Multimodal Transit Station Access Improvements Project (the “Project”) also known as “BART Multimodal Transfer Facility Project” was for

construction of a short-term parking and drop off lot to support Pittsburg Center BART Station and a trail connecting Power Avenue to Railroad Avenue. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

- 19 Adoption of a City Council Resolution to Accept the North Parkside Drive Overcrossing Seismic Retrofit and Preventative Maintenance Project as Complete and Authorize the City Engineer to File a Notice of Completion

The North Parkside Drive Overcrossing Seismic Retrofit and Preventative Maintenance Project (the "Project") was for the seismic retrofit and maintenance of the bridge overpass at the intersection of Range Road, North Parkside Drive, and Willow Pass Road. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

- 20 Adoption of a City Council Resolution Acknowledging that the County of Contra Costa Will Assist in the Financing of the Rental Housing Facility Known as Marina Heights Apartments

Marina Heights Apartments is a 200 unit complex located at 2 Marina Boulevard. The apartment complex has recently been sold and the new owner would like to issue bond debt to pay for the rehabilitation. The new owner has asked the County to issue the bonds. This action requires City Council acknowledgement and support for the County to issue the bonds.

- 21 Adoption of a City Council Resolution Approving an Increase in the Authorized Rate requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station

Contra Costa Waste Service, Inc. operates a Recycling Center and Transfer Station (RCTS) on Loveridge Road under an Agreement between Contra Costa Waste Service(CCWS) and the City of Pittsburg. The Agreement requires that CCWS obtain City approval prior to increasing the Authorized Rate charged at the RCTS. CCWS has requested a Consumer Price Index (CPI) rate adjustment and City staff recommends approval of CPI adjustment increasing the Authorized Rate as requested.

- 22 Adoption of a City Council Resolution to Accept the Plans and Specifications and Authorize Award of Contract 2019-16, Railroad Avenue Striping Project

Contract 2019-16, Railroad Avenue Striping Project (the "Project") is for partial removal and replacement striping on Railroad Avenue from Civic Avenue to East 10th Street. Adoption of this resolution will accept the plans and specifications for the Project and authorize the City Manager to award a contract up to the amount of \$150,000 for construction of the Project.

- 23 Adoption of a City Council Resolution Appointing the Assistant City Manager as the Title VI Coordinator and Directing Staff to Develop the Title VI Program for the City

As part of the Civil Rights Act of 1964, Title VI prohibits discrimination based on

protected status, such as race, color, sex, age, disability and national origin in programs and activities receiving federal financial assistance. This resolution would approve the Title VI Program for the City and would appoint the Assistant City Manager as Title VI Coordinator to further the City's goal of ensuring non-discrimination.

24 Receive and File the Treasurer's Report for the Quarter Ending June 30, 2019

Attached is the Treasurer's Report for the fiscal quarter ending June 30, 2019. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

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.

25 Consideration of a City Council Request for a Future Agenda Item Related to a Landscaping Maintenance Master Plan

At the July 15, 2019, meeting, Councilmember Holland Barrett White requested a future agenda item related to development of a master plan for addressing the maintenance of landscaping within City-maintained rights-of-way, medians, and other properties. As part of this item, the City Council will consider directing staff to further evaluate the scope, cost, and steps necessary to produce a landscaping maintenance master plan.

COUNCIL MEMBER REPORTS/REMARKS

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

ADJOURNMENT to September 16, 2019

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 - 2019

Updated February 4, 2019

<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
CIP	Juan Banales & Jelani Killings	Ad Hoc	As needed	G. Evans
Community Services Subcommittee	Juan Banales & Holland White	Ad Hoc	As needed	G. Evans/M. Aliotti
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	Holland White & Merl Craft / Jelani Killings 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.

**CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES**

DATE: July 15, 2019

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

CITY COUNCIL/AGENCY MEMBERS

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

CALL TO ORDER

Vice-Chair Killings called the meeting of the Housing Authority to order at 7:27 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Members Herring, Scales-Preston and Chair Banales were absent and excused.

CONSENT CALENDAR

On motion by Member Floyd, seconded by Member Craft to adopt and carried by the following vote:

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

5. Minutes of June 17, 2019
6. Housing Disbursement List of June 30, 2019

HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

ADJOURNMENT

The Housing Authority was adjourned at 7:28 P.M. to July 15, 2019.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURG HOUSING AUTHORITY

Disbursement List Summary

For the month of July 2019

VOUCHERS	Ck#	Amount	HAP ¹	VASH ²	UR ³	Portability	Admin. Fee	TOTAL
	149175-149306	1,538,598.97	1,180,234.33	142,953.00	10,234.41	200,483.00	4,694.23	1,538,598.97
	70119001-70119486	-	-	-	-	-	-	-
	149307-149312	37,712.10	19,131.70	11,853.00	274.00	6,104.00	349.40	37,712.10
	71519001-71519019	-	-	-	-	-	-	-
	TOTAL	1,576,311.07	1,199,366.03	154,806.00	10,508.41	206,587.00	5,043.63	\$ 1,576,311.07

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

ADMINISTRATIVE EXPENSES	Amount	Description	TOTAL
Paid to City of Pittsburgh (7/19 Operating)	\$ 34,679.98	Full Time salaries	\$ 34,679.98
	\$ -	Stipend	-
	-	Part Time salaries	-
	-	Overtime salaries	-
	2,457.88	Retirement	2,457.88
	7,257.25	Retirement-Pension bonds	7,257.25
	4,989.87	Health Insurance	4,989.87
	44,589.00	CalPERS Unfunded Liability - Non Sworn	44,589.00
	337.04	Additional CalPERS Pension Contribution	337.04
	99.61	Life Insurance	99.61
	488.37	Dental Insurance	488.37
	1,823.10	Workers Comp	1,823.10
	210.38	Unemployment Insurance	210.38
	131.79	Disability Ins.	131.79
	2,671.50	FICA	2,671.50
	353.12	Deferred Compensation	353.12
	930.92	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	930.92
	595.58	Pension 115 Trust	595.58
	2,675.33	Retiree OPEB Costs	2,675.33
	331.75	Office Supplies	331.75
	-	Computer Software	-
	-	Textbooks	-
	214.31	Postage	214.31
	250.12	Misc Equip & Furniture < \$5,000	250.12
	-	Other Special Departmental Supplies	-
	12.59	Utilities (Gas, Electric & Water)	12.59
	-	Telephone - Regular	-
	-	Telephone - Other	-
	800.00	Membership Dues & Subscriptions	800.00
	-	Travel, Training, & Conference	-
	2,454.75	Insurance - Alloc Chgs	2,454.75
	-	Legal Fees	-
	-	Auditing Expense	-
	-	Settlement Hearing	-
	2,520.60	Other Contractual & Professional Service	2,520.60
	-	Advertising & Promotion	-
	-	Maintenance Agreements	-
	-	Maintenance & Repairs	-
	(17.50)	Equipment Rental	(17.50)
	2,375.00	Building Rental	2,375.00
	565.25	Fleet Maintenance Alloc Chgs	565.25
	1,734.75	Building Maintenance Alloc Chgs	1,734.75
	1,721.25	Information Systems Alloc Chgs	1,721.25
	-	Bad Debt Expense	-
	-	Other Fees	-
	4,735.58	Admin overhead paid to city	4,735.58
	-	Legal - Non Retainer/Non Reimbursable	-
	-	Capital Equipment & Furniture	-
	-	Misc Equip & Furniture < \$5,000	-
	-	Other Special Departmental Supplies - Rental	-
	-	Utilities (Gas, Electric, & Water) - Rental	-
	-	Advertising & Promotion - Rental	-
	-	Other Contractual & Professional Service - Rental	-
	-	Maintenance & Repairs - Rental	-
	-	Property Tax payment - Rental	-
	213.59	Other fees - Rental	213.59
	-	Lighting & Landscape Assessment - Rental	-
	-	CCCERA Interfund Loan Payback	-
	1,556.67	Transfer-Out to OPEB (Unfunded Liabilities)	1,556.67
TOTAL	123,759.43		123,759.43

VOIDED CHECKS & ADJUSTMENTS	Ck#	Amount	Reason	TOTAL
	5151900	(1,206.00)	Payments returned - tenant never moved in	(1,206.00)
	6011933	(1,034.00)	Payment returned - tenant never moved in	(1,034.00)
	70119259	(1,074.00)	Payment returned - owner passed away	(1,074.00)
	149303	(1,481.00)	Payment returned - moved out on 6/30/19	(1,481.00)
		-		-
		-		-
TOTAL		(4,795.00)		\$ (4,795.00)

NET of Issued and Voided \$ 1,695,275.50

Laumers 8/6/19

Check Summary

July 1, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 149176	7/1/19	*****6316	Alina D Arana	23.00
149177	7/1/19	*****2494	Amana K Cornish	27.00
149178	7/1/19	*****1508	Angela N Taylor	125.00
149180	7/1/19	*****8406	Ashley C Jackson	140.00
149181	7/1/19	*****2017	Ashley Davis	189.00
149183	7/1/19	*****0898	Burhan Nawabi	65.00
149185	7/1/19	*****7655	Ciara Fagin	78.00
149186	7/1/19	*****5232	Danielle M Thomas	91.00
149187	7/1/19	*****2319	Delfonse A Lewis	149.00
149188	7/1/19	*****7089	Demario M Johnson	93.00
149189	7/1/19	*****2521	Erica W Kelley	34.00
149190	7/1/19	*****3840	Eva Mangum	62.00
149192	7/1/19	*****0205	Jamaka E Davis	1.00
149193	7/1/19	*****2764	Jonathan D Bell	246.00
149194	7/1/19	*****4091	Joshua C Perez	80.00
149195	7/1/19	*****7253	Laneava S Blanks	217.00
149196	7/1/19	*****6319	Lanisha D Miller	39.00
149197	7/1/19	*****5201	Laquita Dillon	133.00
149198	7/1/19	*****6488	Luz S Edington	32.00
149199	7/1/19	*****3960	Lyniece N Eddins	190.00
149200	7/1/19	*****6385	Marcia Price	144.00
149201	7/1/19	*****7280	Mareece M Harrison	23.00
149202	7/1/19	*****5133	Mary P Grigsby	3.00
149204	7/1/19	*****8275	Mildred G Botello	99.00
149205	7/1/19	*****2674	Monika Smith	8.00
149206	7/1/19	*****3086	Montalabra T Perea	67.00
149207	7/1/19	*****9905	Nakisha Fountain	69.00
149208	7/1/19	*****3829	Nicole N Hodge	89.00
149209	7/1/19	*****8665	Nieza M Burrus	133.00
149210	7/1/19	*****4119	Pashenia D Sanders	168.00
149212	7/1/19	*****6935	Samaiyah A Warren	140.00
149213	7/1/19	*****3403	Shanae V Washington	103.00
149214	7/1/19	*****1512	Shawn A Prince	37.00
149215	7/1/19	*****5981	Sherri L Pitts	87.00

149217	7/1/19	*****3542	Starr C Bronson	13.00
149219	7/1/19	*****4760	Totiona B Richardson	9.00
149221	7/1/19	*****8651	Zaoxin Rong	2,266.00
149222	7/1/19	*****5715	Latisha M Williams	168.00
149223	7/1/19	*****7435	Mary L Parker	155.00
149225	7/1/19	*****2890	Raquel E Miller	35.00
149226	7/1/19	*****0864	Rochelle Scurlock	22.00
149227	7/1/19	*****8623	Kimberly A Limas	164.00
149228	7/1/19	*****0164	Bobbie J Royston	109.00
149229	7/1/19	*****4208	Ono c Rothschild	266.00
149230	7/1/19	*****2184	Evelyn Smith	53.00
149231	7/1/19	*****5175	Mary C Johnson	41.00
149232	7/1/19	*****9858	Livis J Sanders	129.00
149233	7/1/19	*****8612	Regina D Tucker	68.00
149234	7/1/19	*****0261	Verline Mason	18.00
149235	7/1/19	*****6527	Brandi N Davis	26.00
149236	7/1/19	*****5753	Kevin j Hernandez	231.00
149237	7/1/19	*****6015	Sherron A Camp	194.00
149238	7/1/19	*****9122	Nancy M Parrish	78.00
149239	7/1/19	*****5492	Michelle m Williams	14.00
149240	7/1/19	*****4842	Tyisha C Paulk	203.00
149241	7/1/19	*****7135	Michele N Nichols	92.00
149242	7/1/19	*****2879	Tieshia S Jones	168.00
149243	7/1/19	*****5626	Lashawn P Fields	65.00
149244	7/1/19	*****1903	Ebony D Loud	4.00
149245	7/1/19	*****5232	Kristina M Greer	16.00
149246	7/1/19	*****3113	Mannah S Parrott	233.00
149247	7/1/19	*****4702	Tracey S Russell	19.00
149248	7/1/19	*****9728	Shelleda F Jackson	44.00
149249	7/1/19	*****0248	Abdul A Wardak	51.00
149250	7/1/19	*****1015	Jessica D Parker	126.00
149251	7/1/19	*****4776	Birdie D Ajaebo	2.00
149252	7/1/19	*****5844	Daarina a Bey	38.00
149253	7/1/19	*****8122	Mikesha R Harp	67.00
149254	7/1/19	*****5298	Gloria F Nelson	23.00
149255	7/1/19	*****0903	Virgie r Gray	78.00
149256	7/1/19	*****6507	Melissa R Griffin	19.00
149257	7/1/19	*****3869	Charlene M Best	95.00
149258	7/1/19	*****1062	Lateefah S Camacho	203.00
149259	7/1/19	*****2217	Camille A Lascano	203.00
149260	7/1/19	*****6571	Tasha S Sargent	76.00

149261	7/1/19	*****9229	Sonia M Guevara	124.00
149262	7/1/19	*****8078	Lisa E Gordon	17.00
149263	7/1/19	*****5288	Nicole m Magnus	19.00
149264	7/1/19	*****8511	Tantasha Y Dute	165.00
149265	7/1/19	*****5083	Crystal j Houston	185.00
149266	7/1/19	*****1696	Angela M Varela	81.00
149267	7/1/19	*****3183	Sonja I Campos	66.00
149268	7/1/19	*****8818	Lisa n Macpheators	197.00
149269	7/1/19	*****6573	Hermajo L Hoskins	38.00
149270	7/1/19	*****3277	Stacie J Hogan	112.00
149271	7/1/19	*****9996	Crystal A Wyrick	74.00
149272	7/1/19	*****2542	Sau C Ly	11.00
149273	7/1/19	*****0840	Dalisha L Bernstine	101.00
149274	7/1/19	*****6622	Dekima R Dotson	7.00
149275	7/1/19	*****6953	Nathan Banks JR	25.00
149276	7/1/19	*****3841	Hangama Karimi	141.00
149277	7/1/19	*****1238	Ramonda A Carlos	36.00
149278	7/1/19	*****2730	Jolene L Carlos	205.00
149279	7/1/19	*****6995	Graciela Arroyo	49.00
149280	7/1/19	*****0195	Shanoria s Sasser	75.00
149281	7/1/19	*****7390	Masuda Nawabi	35.00
149282	7/1/19	*****1951	Vinisha D Thornton	246.00
149283	7/1/19	*****6483	Alicia C Guevara	29.00
149284	7/1/19	*****7822	Daudi K Edmond	48.00
149285	7/1/19	*****5758	Monique c Chaves	119.00
149286	7/1/19	*****7134	Gwendolyn T Banks	52.00
149287	7/1/19	*****1164	Michelle M Balestrieri	155.00
149289	7/1/19	*****9326	Western Addition Apartments, LLC	1,821.00
149290	7/1/19	*****9810	Housing Authority of the County of Alameda	1,819.22
149291	7/1/19	*****0339	Shanda Arnold	1,805.00
149293	7/1/19	*****0849	Praveen Gupta	1,793.00
149294	7/1/19	*****0348	Hartz Property Management	1,471.00
149295	7/1/19	*****1057	Diamond Hillside Apartments	1,279.00
149296	7/1/19	*****0978	King County Housing Authority	1,168.27
149297	7/1/19	*****8107	Marnita G. Lawson	1,093.00
149298	7/1/19	*****3848	Leticia Carasi Malasig	679.00
149299	7/1/19	*****3124	Dante McDonald	1,222.00
149300	7/1/19	*****2593	Ba Nguyen Thu Thi Ngo	3,476.00
149301	7/1/19	*****9182	Lorene Paysinger	1,791.00
149302	7/1/19	*****7243	Linda Phon	945.00

149303	7/1/19	*****4614	Vincenzo Signorino		1,481.00
149304	7/1/19	*****8191	Albert S Tam		1,376.00
149305	7/1/19	*****1714	Yoway Wilson Tong		1,671.00
149306	7/1/19	*****0668	Guangyu Zhang		3,141.00
* 70119001	7/1/19	*****2626	9th Street Associates, LP	DD - ES	3,004.00
70119002	7/1/19	*****0229	Meerwais Abdiani	DD - ES	899.00
70119003	7/1/19	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES	8,786.00
70119004	7/1/19	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	2,071.00
70119005	7/1/19	*****6232	Rosario Aguilar	DD - ES	783.00
70119006	7/1/19	*****5759	Rosa Aguirre	DD - ES	2,066.00
70119007	7/1/19	*****9530	Demetrius Alexander	DD - ES	1,761.00
70119008	7/1/19	*****9681	Dale Alvarez	DD - ES	1,675.00
70119010	7/1/19	*****0104	Cecilia Anderson	DD - ES	2,643.00
70119011	7/1/19	*****5255	Linda S Anderson	DD - ES	2,741.00
70119012	7/1/19	*****9111	Shawn Anderson	DD - ES	1,669.00
70119013	7/1/19	*****5951	Stoneman Apartments	DD - ES	33,838.00
70119014	7/1/19	*****5951	Stoneman Apartments	DD - ES	3,937.00
70119015	7/1/19	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,735.00
70119016	7/1/19	*****0707	Sergeant or Sima Austin	DD - ES	1,754.00
70119017	7/1/19	*****4941	Shruti Motilal Ba-Harani	DD - ES	2,320.00
70119018	7/1/19	*****2764	Mel L. Banagan	DD - ES	1,719.00
70119019	7/1/19	*****4138	Carlos G. Barraza	DD - ES	808.00
70119020	7/1/19	*****3909	Ken Bartlett	DD - ES	2,525.00
70119021	7/1/19	*****5979	John Bedford	DD - ES	1,083.00
70119022	7/1/19	*****9093	Holly Beech	DD - ES	4,106.00
70119024	7/1/19	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,662.00
70119025	7/1/19	*****2521	Belmont Apartments	DD - ES	29,448.00
70119026	7/1/19	*****2521	Belmont Apartments	DD - ES	30,002.00
70119027	7/1/19	*****2521	Belmont Apartments	DD - ES	30,093.00
70119028	7/1/19	*****2521	Belmont Apartments	DD - ES	11,548.00
70119029	7/1/19	*****5996	Alex Benjamen	DD - ES	1,572.00
70119030	7/1/19	*****6465	Tennyson Berry	DD - ES	1,695.00
70119031	7/1/19	*****8634	Bethel Global Development LLC	DD - ES	1,742.00
70119032	7/1/19	*****2209	Gina Bhatia	DD - ES	2,891.00
70119033	7/1/19	*****7075	Som N Bhatia	DD - ES	3,624.00
70119034	7/1/19	*****0602	Pinakin Bhatt	DD - ES	2,386.00
70119035	7/1/19	*****8470	Joseph B. Bachir	DD - ES	1,626.00

70119036	7/1/19	*****5924	Steven Booras	DD - ES	2,265.00
70119037	7/1/19	*****1438	2018-2 IH Borrower LP	DD - ES	2,085.00
70119038	7/1/19	*****3037	Kelly Ann Bradford	DD - ES	1,451.00
70119039	7/1/19	*****5829	Brian Carter	DD - ES	1,658.00
70119040	7/1/19	*****7855	Mariya Briggs	DD - ES	2,858.00
70119041	7/1/19	*****6215	Janet Brown	DD - ES	1,389.00
70119042	7/1/19	*****7469	Jessica G. Platt	DD - ES	1,737.00
70119043	7/1/19	*****9783	Lauren H Brown	DD - ES	1,884.00
70119044	7/1/19	*****9954	Blue Sapphire Homes, Inc.	DD - ES	2,641.00
70119045	7/1/19	*****2142	Huong T. Bui	DD - ES	3,566.00
70119046	7/1/19	*****3187	Burga Family California Trust	DD - ES	1,946.00
70119049	7/1/19	*****3026	Jerome Busby	DD - ES	1,806.00
70119050	7/1/19	*****7349	Xuelong Cao	DD - ES	658.00
70119052	7/1/19	*****4042	Donnell I. Carson	DD - ES	1,875.00
70119053	7/1/19	*****5079	Castle Creek Company, Inc.	DD - ES	1,457.00
			Trust Account		
70119054	7/1/19	*****6869	Cora Ann Chambers	DD - ES	1,442.00
70119055	7/1/19	*****6228	Gayle Chamberlain	DD - ES	856.00
70119056	7/1/19	*****0398	Kan Chuen Chan	DD - ES	1,526.00
70119057	7/1/19	*****5571	P. M. Chaobal	DD - ES	2,600.00
70119058	7/1/19	*****9661	Chao Chen	DD - ES	1,702.00
70119059	7/1/19	*****1853	Hong Chen	DD - ES	4,625.00
70119060	7/1/19	*****8946	Jienlin Chen	DD - ES	2,185.00
70119061	7/1/19	*****0128	Ping Chen	DD - ES	2,209.00
70119062	7/1/19	*****2680	Sherry Chen	DD - ES	1,501.00
70119063	7/1/19	*****4714	Wenhua Chen	DD - ES	2,413.00
70119064	7/1/19	*****5473	Hwa-Yoong Chiu	DD - ES	2,400.00
70119065	7/1/19	*****3211	Ada Choi	DD - ES	2,176.00
70119066	7/1/19	*****2454	Chun Ok Choi	DD - ES	6,076.00
70119067	7/1/19	*****0310	City of Pittsburg Housing Authority	DD - ES	3,182.00
70119068	7/1/19	*****3591	Juan F. Clara	DD - ES	1,088.00
70119069	7/1/19	*****7054	Ping Cao	DD - ES	1,394.00
70119070	7/1/19	*****1362	College Park Housing Authority	DD - ES	805.80
70119071	7/1/19	*****9873	Angel Contreras	DD - ES	2,860.00
70119072	7/1/19	*****8060	Betty Conner	DD - ES	1,136.00
70119073	7/1/19	*****1814	Tonette Sharice Cooper	DD - ES	2,689.00
70119074	7/1/19	*****0855	Adolph Rudolph Cortesi III	DD - ES	786.00
70119075	7/1/19	*****5708	David Elmer Cortesi	DD - ES	1,055.00
70119077	7/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	1,424.42
70119079	7/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	1,619.28

70119081	7/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	2,634.00
70119082	7/1/19	*****7194	Maria G. Costa	DD - ES	845.00
70119083	7/1/19	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	2,007.00
70119084	7/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	20,444.00
70119085	7/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	24,749.00
70119086	7/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	22,968.00
70119087	7/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	7,640.00
70119088	7/1/19	*****6569	Jeannette D. Crespo	DD - ES	2,443.00
70119089	7/1/19	*****7900	Patricia Crosby	DD - ES	1,400.00
70119090	7/1/19	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	1,899.00
70119091	7/1/19	*****6248	Justin Dailey	DD - ES	1,529.00
70119092	7/1/19	*****1622	Dam Quang To	DD - ES	19.00
70119093	7/1/19	*****8853	Antoinette Davis	DD - ES	1,700.00
70119094	7/1/19	*****2963	Audrey Davis	DD - ES	953.00
70119095	7/1/19	*****0396	Kesha E. Davis	DD - ES	1,286.00
70119096	7/1/19	*****8929	Kevin Davidson	DD - ES	1,200.00
70119097	7/1/19	*****4961	Paulette Davis	DD - ES	1,651.00
70119098	7/1/19	*****6115	Roshan M. Davis	DD - ES	1,448.00
70119099	7/1/19	*****9068	Jagdeep or Shashi Dayal	DD - ES	4,222.00
70119100	7/1/19	*****2031	Wayman Dea	DD - ES	2,274.00
70119101	7/1/19	*****8370	Charles Dellamore	DD - ES	1,328.00
70119102	7/1/19	*****5882	David De La Torre	DD - ES	1,353.00
70119104	7/1/19	*****1004	Brigitte P. Doan	DD - ES	7,163.00
70119105	7/1/19	*****3531	Anna Phuongnam Thi Do	DD - ES	2,066.00
70119106	7/1/19	*****9716	JoAnn or Larry Domina	DD - ES	1,137.00
70119107	7/1/19	*****6538	Linda Duong	DD - ES	1,048.00
70119108	7/1/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	5,051.00
70119109	7/1/19	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	1,318.00
70119110	7/1/19	*****3757	Alma B Espiritu	DD - ES	1,705.00
70119111	7/1/19	*****6095	Rosario Espejo	DD - ES	1,825.00
70119112	7/1/19	*****8122	Gerardo M. Esquivel	DD - ES	1,142.00
70119113	7/1/19	*****6027	Jianxin Fang Jia Liu	DD - ES	4,095.00
70119114	7/1/19	*****3835	Michael Mao C/O Jing Feng	DD - ES	2,307.00
70119115	7/1/19	*****8236	Anthony Ferrell	DD - ES	1,749.00

70119116	7/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	18,685.00
70119117	7/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	17,570.00
70119118	7/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	17,543.00
70119119	7/1/19	*****2790	Barbara J. Fierner	DD - ES	1,675.00
70119120	7/1/19	*****9447	Joseph Field	DD - ES	1,140.00
70119121	7/1/19	*****7691	Hernan Roberto Figueroa	DD - ES	1,362.00
70119123	7/1/19	*****0962	Tochia D. Brewster Fleeton	DD - ES	1,437.00
70119124	7/1/19	*****5773	Alexander Flowers	DD - ES	1,342.00
70119125	7/1/19	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	1,737.55
70119126	7/1/19	*****4032	Fox Creek Apartments	DD - ES	21,294.74
70119127	7/1/19	*****4032	Fox Creek Apartments	DD - ES	10,325.00
70119128	7/1/19	*****0284	Monica Fraga	DD - ES	846.00
70119129	7/1/19	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	1,722.00
70119130	7/1/19	*****6265	Mr. Darren Fuller	DD - ES	1,381.00
70119131	7/1/19	*****8997	Fan Fuller	DD - ES	450.00
70119132	7/1/19	*****9634	Gialene Gaines	DD - ES	1,750.00
70119133	7/1/19	*****8306	Bao Wen Gao	DD - ES	2,343.00
70119134	7/1/19	*****6981	Adraine Gardner	DD - ES	2,140.00
70119135	7/1/19	*****4278	Antoinette L Garcia	DD - ES	1,345.00
70119136	7/1/19	*****7036	David Gardner	DD - ES	2,081.00
70119137	7/1/19	*****0785	Rupesh Garg Samantha Garg	DD - ES	2,091.00
70119138	7/1/19	*****2931	William H. Gardiner	DD - ES	2,051.00
70119139	7/1/19	*****5111	Gateway Apartments	DD - ES	3,912.00
70119140	7/1/19	*****5298	Parvindokht Ghaboulidashti	DD - ES	1,103.00
70119141	7/1/19	*****2770	Eva Gholson	DD - ES	2,900.00
70119142	7/1/19	*****1145	Vernon or Eva Gholson	DD - ES	2,627.00
70119143	7/1/19	*****5958	Jacqueline Gill	DD - ES	1,695.00
70119144	7/1/19	*****8187	Sukpran Gill	DD - ES	1,493.00
70119145	7/1/19	*****6084	Gold A and S LLC	DD - ES	2,507.00
70119146	7/1/19	*****3032	Jesse Gonzaga	DD - ES	2,184.00
70119147	7/1/19	*****2367	Ting Gong	DD - ES	2,251.00
70119148	7/1/19	*****6940	Frances Greene	DD - ES	2,800.00
70119149	7/1/19	*****4872	Rodney Green	DD - ES	1,176.00
70119150	7/1/19	*****3361	Rupinder Grewal	DD - ES	1,448.00
70119151	7/1/19	*****7325	Patricia Gridley	DD - ES	1,025.00
70119152	7/1/19	*****6305	Italo Grossi	DD - ES	1,570.00
70119153	7/1/19	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	930.00
70119154	7/1/19	*****0940	Krystle Guan	DD - ES	4,229.00
70119155	7/1/19	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	1,307.00

70119156	7/1/19	*****5267	Abhilash Gupta	DD - ES	2,879.00
70119157	7/1/19	*****7930	Donald R. Watson, Sr.	DD - ES	633.00
70119158	7/1/19	*****2314	Nicole Hackett	DD - ES	1,305.00
70119159	7/1/19	*****6176	Asharfun Nisha Hafiz	DD - ES	1,108.00
70119160	7/1/19	*****0457	Jeffrey Paul Hagler	DD - ES	3,612.00
70119161	7/1/19	*****9827	Delores Jane Hall	DD - ES	1,532.00
70119162	7/1/19	*****6228	David L Hart	DD - ES	1,779.00
70119163	7/1/19	*****1769	Lawrence Harrold	DD - ES	7,286.00
70119164	7/1/19	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	4,052.00
70119165	7/1/19	*****5859	Chuanhu He	DD - ES	1,810.00
70119166	7/1/19	*****6728	David T. Hennigan	DD - ES	15,649.00
70119167	7/1/19	*****3097	Silvester C. Henderson	DD - ES	3,943.00
70119168	7/1/19	*****5221	Anna Hernandez	DD - ES	1,512.00
70119169	7/1/19	*****2157	Elias Herrera	DD - ES	1,792.00
70119170	7/1/19	*****3423	Sally Lea Hickman	DD - ES	1,493.00
70119171	7/1/19	*****1603	Marva Hill	DD - ES	507.00
70119172	7/1/19	*****6255	Carl E. Hoard II	DD - ES	1,661.00
70119173	7/1/19	*****7386	Hanh Huu Hoang	DD - ES	2,789.00
70119174	7/1/19	*****5654	Havy S Hoag	DD - ES	2,585.00
70119175	7/1/19	*****4106	Albert Ho	DD - ES	1,784.00
70119176	7/1/19	*****2084	Annie Ho	DD - ES	1,161.00
			The Annie Ho Living Trust		
70119177	7/1/19	*****8576	Joyce Ann Hoffman	DD - ES	1,452.00
70119178	7/1/19	*****7451	Gloria H. Holbrook	DD - ES	1,521.00
70119179	7/1/19	*****4543	Ronald G. Holmes	DD - ES	950.00
70119180	7/1/19	*****2768	Invitation Homes	DD - ES	2,099.00
70119181	7/1/19	*****5700	Tony Ho	DD - ES	1,261.00
70119182	7/1/19	*****9956	Cheng Huang	DD - ES	2,899.00
70119183	7/1/19	*****1535	Fanny Kao Huang	DD - ES	2,223.00
70119184	7/1/19	*****8816	Ming Zin Huang	DD - ES	2,755.00
70119185	7/1/19	*****7984	Tao Huang	DD - ES	6,009.00
70119186	7/1/19	*****9084	Nancy Xiu Zhen Hu	DD - ES	2,353.00
70119187	7/1/19	*****6229	Thinh Trieu Huynh	DD - ES	2,000.00
70119188	7/1/19	*****0778	IGreen House Inc.	DD - ES	1,189.00
70119189	7/1/19	*****4320	IH2 Property West, L.P.	DD - ES	1,420.00
70119190	7/1/19	*****7951	IH5 Property West LP	DD - ES	2,904.00
70119191	7/1/19	*****7013	Eugene G. Imperato	DD - ES	1,468.00
70119192	7/1/19	*****8323	Keyee Investment LLC	DD - ES	531.00
70119193	7/1/19	*****1017	LaShon D Irving	DD - ES	1,951.00
70119194	7/1/19	*****0911	Mario Isidro	DD - ES	1,955.00
70119195	7/1/19	*****6821	Michael or Kay Isola	DD - ES	967.00

70119196	7/1/19	*****4913	Jabbarr Love	DD - ES	1,321.00
70119197	7/1/19	*****2036	Brandi Jackson C/O Perry Realty Team	DD - ES	2,120.00
70119198	7/1/19	*****5120	Deepika Sameer Jain	DD - ES	6,468.00
70119199	7/1/19	*****4910	Sameer Jain	DD - ES	4,384.00
70119200	7/1/19	*****3307	Vishal S. Jain	DD - ES	2,034.00
70119201	7/1/19	*****1349	Jason Le	DD - ES	2,441.00
70119202	7/1/19	*****6917	Jian Xing Zhang	DD - ES	1,499.00
70119203	7/1/19	*****5506	Jason K. Johnson	DD - ES	2,951.00
70119204	7/1/19	*****8569	Ronita Johnson	DD - ES	1,487.00
70119205	7/1/19	*****8867	James Jones	DD - ES	1,963.00
70119206	7/1/19	*****2434	Sharon Jones	DD - ES	1,756.00
70119207	7/1/19	*****9670	Cheryl D Joseph	DD - ES	2,131.00
70119208	7/1/19	*****4905	Mostaeen B Jouya	DD - ES	2,148.00
70119209	7/1/19	*****3526	JPH Investment Trust	DD - ES	2,493.00
70119210	7/1/19	*****5647	Om Parkash Kalra	DD - ES	3,183.00
70119211	7/1/19	*****8425	Wei Kang	DD - ES	4,097.00
70119212	7/1/19	*****1731	Deepinder Kaur	DD - ES	2,282.00
70119213	7/1/19	*****7429	Navkirandeep Kaur	DD - ES	2,436.00
70119214	7/1/19	*****6180	K. E. M. Group LLC	DD - ES	1,899.00
70119215	7/1/19	*****9411	Anthony Keslinke	DD - ES	1,502.00
70119216	7/1/19	*****2578	Faraz Ali Khan	DD - ES	1,627.00
70119217	7/1/19	*****0839	Alan T. Kilpatrick	DD - ES	441.00
70119218	7/1/19	*****0888	KW Kirker Creek, LLC	DD - ES	3,444.00
70119219	7/1/19	*****7475	Qi Yun Kuang	DD - ES	6,825.00
70119220	7/1/19	*****8506	Simon Kailiang Kuang	DD - ES	1,658.00
70119221	7/1/19	*****9316	Zdzislaw Kujawa	DD - ES	1,337.00
70119222	7/1/19	*****2585	Daniel Kwan	DD - ES	3,325.00
70119223	7/1/19	*****6229	Simon Chuen-Sang Kwong	DD - ES	980.00
70119224	7/1/19	*****8326	Thomas LaFleur	DD - ES	1,487.00
70119225	7/1/19	*****6520	Shirley Manly-Lampkin	DD - ES	1,032.00
70119226	7/1/19	*****7975	Peter C. Larsen	DD - ES	1,449.00
70119227	7/1/19	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	1,954.00
70119228	7/1/19	*****4732	Latif, LLC	DD - ES	1,950.00
70119229	7/1/19	*****2293	LCSTAR, LLC	DD - ES	6,574.00
70119230	7/1/19	*****0984	Dao Tran Le	DD - ES	550.00
70119231	7/1/19	*****8548	Jack Wai Lee	DD - ES	2,046.00
70119232	7/1/19	*****1755	Siu Wan Windytiti Lee	DD - ES	1,506.00
70119233	7/1/19	*****2527	Steven Lee	DD - ES	1,131.00
70119234	7/1/19	*****5289	Yuhjen Juang Lee	DD - ES	1,790.00

70119235	7/1/19	*****1860	Lena Le	DD - ES	989.00
70119236	7/1/19	*****3782	Joseph C. Lerma	DD - ES	1,016.00
70119237	7/1/19	*****3555	Yiping I. and Frederic Leroudier	DD - ES	1,785.00
70119238	7/1/19	*****3410	John M. Leung	DD - ES	3,830.00
70119239	7/1/19	*****3743	May Leung or Rodney Chen	DD - ES	3,476.00
70119240	7/1/19	*****2110	Peter Leung	DD - ES	2,551.00
70119241	7/1/19	*****5185	Fortunee Lichaa	DD - ES	935.00
70119242	7/1/19	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	3,869.00
70119243	7/1/19	*****0416	Faqiang Li	DD - ES	1,069.00
70119244	7/1/19	*****8871	Jie Li	DD - ES	2,066.00
70119245	7/1/19	*****7827	Jinhuan Li	DD - ES	1,524.00
70119246	7/1/19	*****9346	Joshua Li	DD - ES	1,486.00
70119247	7/1/19	*****5495	Jian S Lin	DD - ES	1,665.00
70119248	7/1/19	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	1,154.00
70119249	7/1/19	*****3881	Vivian Y Li	DD - ES	989.00
70119251	7/1/19	*****0050	Wei Min Li	DD - ES	1,712.00
70119252	7/1/19	*****9003	Ying Hong Li	DD - ES	1,490.00
70119253	7/1/19	*****0198	Belkis Zhong Li	DD - ES	2,894.00
70119254	7/1/19	*****1646	Paul Long	DD - ES	1,952.00
70119255	7/1/19	*****1474	Los Medanos Village Apartments	DD - ES	21,539.00
70119256	7/1/19	*****7531	Tony or Yvonne Louie	DD - ES	1,393.00
70119257	7/1/19	*****1790	Valerie Love	DD - ES	544.00
70119258	7/1/19	*****5602	Marshall & Sonya Lowe	DD - ES	1,116.00
70119259	7/1/19	*****0153	Ariston Laurito Loyola	DD - ES	1,074.00
70119260	7/1/19	*****7720	Jose Loza	DD - ES	693.00
70119261	7/1/19	*****2354	Andrew Kin Lui	DD - ES	1,255.00
70119262	7/1/19	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	1,871.00
70119263	7/1/19	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	2,845.00
70119264	7/1/19	*****1821	Curtis H. Lundberg	DD - ES	546.00
70119265	7/1/19	*****1596	Kenneth Luong	DD - ES	1,581.00
70119266	7/1/19	*****1494	Xiangwen Lu	DD - ES	2,764.00
70119267	7/1/19	*****2147	Chi Vien Ly	DD - ES	1,607.00
70119268	7/1/19	*****5430	Kiet A. Ly	DD - ES	1,805.00
70119269	7/1/19	*****4009	Yolanda McDonald	DD - ES	854.00
70119270	7/1/19	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	1,640.00
70119271	7/1/19	*****5865	Rakesh Madra	DD - ES	4,343.00

70119272	7/1/19	*****5605	Robert Madson Lisa Swafford	DD - ES	1,625.00
70119273	7/1/19	*****2191	Radha Mahesram	DD - ES	1,939.00
70119274	7/1/19	*****7358	Mahnoor Tariq	DD - ES	2,276.00
70119275	7/1/19	*****4372	Jennifer Leung Ma	DD - ES	3,256.00
70119276	7/1/19	*****1989	Jeff Mann	DD - ES	5,890.00
70119277	7/1/19	*****5378	Glenn Marshall	DD - ES	2,500.00
70119278	7/1/19	*****2875	Marla Y Harrison	DD - ES	302.00
70119279	7/1/19	*****9206	Demetria d Mason	DD - ES	2,411.00
70119280	7/1/19	*****6768	Matrixone Realty	DD - ES	1,032.00
70119281	7/1/19	*****5255	Helen McCarthy	DD - ES	1,946.00
70119282	7/1/19	*****3048	Rita J. McCrystle	DD - ES	648.00
70119283	7/1/19	*****7174	Samuel McCree	DD - ES	1,239.00
70119284	7/1/19	*****6494	Dorothy McDonald	DD - ES	2,055.00
70119286	7/1/19	*****1152	Janice K McLean	DD - ES	1,700.00
70119287	7/1/19	*****4675	Meadow Glen Apartments	DD - ES	1,907.00
70119288	7/1/19	*****9866	Tatung Mei	DD - ES	3,564.00
70119289	7/1/19	*****4316	Joel Mejia	DD - ES	899.00
70119290	7/1/19	*****5245	Jinyu Meng	DD - ES	2,239.00
70119291	7/1/19	*****4885	Sabine Menzel	DD - ES	5,250.00
70119292	7/1/19	*****0133	Mercedes P. Johnson	DD - ES	614.00
70119293	7/1/19	*****7793	Dennis Meyer Kinetic Real Estate/ Marelise Navarro	DD - ES	1,946.00
70119294	7/1/19	*****8272	Hector Meza	DD - ES	1,376.00
70119295	7/1/19	*****9885	Andrew S Miloslavich	DD - ES	1,681.00
70119296	7/1/19	*****7437	Perchak Properties for Carol Miller	DD - ES	1,946.00
70119297	7/1/19	*****9782	Maryann Miller	DD - ES	1,194.00
70119298	7/1/19	*****2618	Carlos J Miranda	DD - ES	764.00
70119299	7/1/19	*****0772	Hassan Mirabedi	DD - ES	7,623.00
70119300	7/1/19	*****6741	Gwendolyn Mitchell	DD - ES	1,840.00
70119301	7/1/19	*****7083	Ronnie Eric Moffett Estate	DD - ES	2,066.00
70119302	7/1/19	*****6340	Moe Mojaddidi	DD - ES	3,000.00
70119303	7/1/19	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	1,631.00
70119304	7/1/19	*****4676	Erik L Morris	DD - ES	2,131.00
70119305	7/1/19	*****3624	Diane Morin	DD - ES	1,790.00
70119306	7/1/19	*****3642	Eva Munn	DD - ES	952.00
70119307	7/1/19	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	1,618.00
70119308	7/1/19	*****0105	Ehsan Nabkel	DD - ES	2,911.00
70119309	7/1/19	*****9276	Fariba Naji	DD - ES	2,000.00
70119310	7/1/19	*****6234	Shinder Paul Narabut	DD - ES	7,146.00

70119311	7/1/19	*****0054	NC Associates, Inc.	DD - ES	15,116.00
70119312	7/1/19	*****9180	Michael Nelson	DD - ES	2,600.00
70119313	7/1/19	*****5257	Guy Nesbeth	DD - ES	2,994.00
70119314	7/1/19	*****1072	Dominic Y Ng	DD - ES	3,300.00
70119315	7/1/19	*****3604	Knowland Ging Ng	DD - ES	4,749.00
70119316	7/1/19	*****8594	Patrick Ng	DD - ES	1,716.00
			Mike Perry, Property Manager		
70119317	7/1/19	*****0738	Hieu Nguyen	DD - ES	2,033.00
70119318	7/1/19	*****7154	Huy Quang Nguyen	DD - ES	2,419.00
70119319	7/1/19	*****8307	Mai Thi Thanh Nguyen	DD - ES	1,925.00
70119320	7/1/19	*****4366	Quyen Nguyen	DD - ES	1,900.00
70119321	7/1/19	*****8241	Tieu Nguyen	DD - ES	1,629.00
70119322	7/1/19	*****2660	Nichole Nicholson	DD - ES	1,495.00
70119323	7/1/19	*****7265	Ernest Nichols III	DD - ES	3,422.00
70119324	7/1/19	*****6497	Peter Niloufari	DD - ES	5,105.00
70119325	7/1/19	*****9886	Northstar Financial Group, LLC	DD - ES	749.00
70119326	7/1/19	*****8129	Kevin Nord	DD - ES	1,350.00
			Nord Investment Real Estate		
70119327	7/1/19	*****0056	Richard A Norte	DD - ES	2,603.00
70119328	7/1/19	*****2286	North State Financial, Inc.	DD - ES	1,501.00
70119329	7/1/19	*****7171	New Way Management Services, Inc.	DD - ES	18,211.00
70119330	7/1/19	*****1194	Jennifer Odei	DD - ES	1,448.00
70119331	7/1/19	*****5572	Dwight J Owens	DD - ES	652.00
70119332	7/1/19	*****7606	Juanita Olayo	DD - ES	1,397.00
70119333	7/1/19	*****4543	Esosa A. Omokaro	DD - ES	1,923.00
70119334	7/1/19	*****0588	Orange County Housing Authority	DD - ES	2,304.27
70119335	7/1/19	*****3741	Sandra L Ortiz	DD - ES	1,840.00
70119336	7/1/19	*****1081	Chinenye Osuagwu	DD - ES	2,328.00
70119337	7/1/19	*****9139	Olubukola Amoke Oyebade	DD - ES	2,450.00
70119338	7/1/19	*****3324	Mutlu Ozer	DD - ES	1,807.00
70119339	7/1/19	*****4083	Pacific Living, LLC	DD - ES	2,528.00
70119340	7/1/19	*****7811	Hemangini & Vijendra Patel	DD - ES	2,400.00
70119341	7/1/19	*****0885	Kokila Patel	DD - ES	98.00
70119342	7/1/19	*****8684	Virendra M. Patel	DD - ES	1,105.00
70119343	7/1/19	*****8047	Jason Pauline	DD - ES	1,351.00
70119344	7/1/19	*****1939	Paula D. Williams	DD - ES	2,224.00
70119345	7/1/19	*****3189	Loycell Peacock	DD - ES	1,284.00
70119346	7/1/19	*****5165	Scott Pease	DD - ES	1,262.00
70119347	7/1/19	*****3278	Maria Del Carmen Perez	DD - ES	263.00
70119348	7/1/19	*****6784	Lowde Y. Perkins	DD - ES	919.00
70119349	7/1/19	*****8225	Shiv Pertab	DD - ES	2,805.00

70119350	7/1/19	*****4893	Cong Thi Pham	DD - ES	2,575.00
70119351	7/1/19	*****0958	Pittsburg Park Apartments	DD - ES	3,747.00
70119352	7/1/19	*****1097	Marianne Head Bay Point Orphans Fund, LLC	DD - ES	3,219.00
70119353	7/1/19	*****7605	Portofino Apartments	DD - ES	7,894.00
70119354	7/1/19	*****8826	Prime Metropolis Properties, Inc.	DD - ES	3,833.00
70119355	7/1/19	*****2849	IH5 Property West, LP	DD - ES	2,235.00
70119356	7/1/19	*****3398	Marples Property Management	DD - ES	3,321.00
70119357	7/1/19	*****4650	A. Meadows Property Management	DD - ES	1,209.00
70119358	7/1/19	*****6551	Parks Properties	DD - ES	1,765.00
70119359	7/1/19	*****7789	Stokley Properties LLC Harbor	DD - ES	2,268.00
70119360	7/1/19	*****8055	Property Upsurge, Inc.	DD - ES	11,254.00
70119361	7/1/19	*****0782	Amjad Qaqish	DD - ES	783.00
70119362	7/1/19	*****9542	Sam or Sonia Quinones	DD - ES	1,798.00
70119363	7/1/19	*****4029	Amos Radford	DD - ES	1,451.00
70119364	7/1/19	*****1034	Kuljit P Raju	DD - ES	1,302.00
70119365	7/1/19	*****2261	Paramjit K. Raju	DD - ES	3,030.00
70119366	7/1/19	*****3452	Christopher Ramirez	DD - ES	1,837.00
70119367	7/1/19	*****8489	Enrique or Stacy Ramirez	DD - ES	548.00
70119368	7/1/19	*****2162	Erika Ramirez	DD - ES	1,902.00
70119370	7/1/19	*****2283	Rohini Ram	DD - ES	2,146.00
70119371	7/1/19	*****6068	David Raughton	DD - ES	1,712.00
70119372	7/1/19	*****8337	RayCaro Inc.	DD - ES	3,026.00
70119373	7/1/19	*****8227	Croskey Real Estate, Inc.	DD - ES	1,855.00
70119374	7/1/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES	4,728.00
70119375	7/1/19	*****7083	Reliant - Woods Grove, LP	DD - ES	12,303.00
70119376	7/1/19	*****7349	Eric Franklin Remson	DD - ES	1,090.00
70119378	7/1/19	*****9321	Roger Riley	DD - ES	1,901.00
70119379	7/1/19	*****4809	Robert W. Daniels	DD - ES	2,416.00
70119380	7/1/19	*****6917	Ronald D. Shelly or Julie Crowder	DD - ES	934.00
70119381	7/1/19	*****0694	Jason Ruffin	DD - ES	2,862.00
70119382	7/1/19	*****4579	Elvira Ruiz	DD - ES	1,578.00
70119383	7/1/19	*****5248	Constance Russell	DD - ES	1,079.00
70119384	7/1/19	*****3871	Maridel P Santos	DD - ES	1,597.00
70119385	7/1/19	*****3011	Alicia Saucedo	DD - ES	1,218.00
70119386	7/1/19	*****7615	Gregory Paul Schulz	DD - ES	1,091.00
70119387	7/1/19	*****9954	Richard M. Sciortino	DD - ES	1,473.00
70119388	7/1/19	*****7031	Jacqueline Selinger	DD - ES	1,534.00
70119389	7/1/19	*****5346	Young Sook Seroy	DD - ES	1,724.00
70119390	7/1/19	*****1446	Mohinder Sharma	DD - ES	999.00

70119391	7/1/19	*****7239	Shailesh & Bela Patel	DD - ES	3,498.00
70119392	7/1/19	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	2,795.00
70119393	7/1/19	*****5981	Yihui Shi	DD - ES	1,721.00
70119394	7/1/19	*****7789	Siena Court Apartments	DD - ES	10,430.00
70119395	7/1/19	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	4,313.00
70119396	7/1/19	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	11,243.00
70119397	7/1/19	*****6650	Frank M. Siino	DD - ES	468.00
70119398	7/1/19	*****8035	Joseph Michael Siino	DD - ES	1,531.00
70119399	7/1/19	*****5399	Gloria Silva	DD - ES	834.00
70119400	7/1/19	*****8407	Marc J. Simpson	DD - ES	973.00
70119401	7/1/19	*****3639	Raman Singh	DD - ES	2,121.00
70119402	7/1/19	*****6058	Son Singh	DD - ES	1,525.00
70119403	7/1/19	*****0700	Crystal Situ	DD - ES	1,505.00
70119404	7/1/19	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	1,975.00
70119405	7/1/19	*****4970	Molly Smith	DD - ES	1,870.00
70119406	7/1/19	*****9092	Sherritta M Smith	DD - ES	1,004.00
70119407	7/1/19	*****2032	Cinthia Sosa	DD - ES	1,649.00
70119408	7/1/19	*****6977	Angela E. Robinson-Spencer	DD - ES	2,000.00
70119410	7/1/19	*****5343	Deborah Steppe	DD - ES	1,390.00
70119411	7/1/19	*****1601	George W. Stephens	DD - ES	1,661.00
70119412	7/1/19	*****5308	R R Rentals	DD - ES	1,700.00
70119414	7/1/19	*****1808	Jezzy Sukaemi	DD - ES	2,518.00
70119415	7/1/19	*****7479	Ms. Li Su	DD - ES	2,599.00
70119416	7/1/19	*****8534	Suma Aryaei	DD - ES	2,702.00
70119417	7/1/19	*****1235	Summit Venture Group, LLC	DD - ES	2,418.00
70119418	7/1/19	*****6168	Kamaljeet Surila	DD - ES	1,670.00
70119419	7/1/19	*****0399	Joyce Hui Sy	DD - ES	5,955.00
70119420	7/1/19	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	1,367.00
70119421	7/1/19	*****6765	TAH 2018-1 Borrower, LLC	DD - ES	2,000.00
70119422	7/1/19	*****3190	Sha Sha Teng	DD - ES	2,456.00
70119423	7/1/19	*****9166	Ms. Natasha Terry	DD - ES	2,282.00
70119424	7/1/19	*****2164	Quyen Minh Thai	DD - ES	1,800.00
70119425	7/1/19	*****9314	Silvia Thein and Ada Choi	DD - ES	632.00
70119426	7/1/19	*****7191	Tequila Nashannon Thornton	DD - ES	1,161.00
70119427	7/1/19	*****4049	ChingJen Tong	DD - ES	1,503.00
70119428	7/1/19	*****1405	Lourdes or Raymond Tovar	DD - ES	1,787.00
70119429	7/1/19	*****2094	Raphael Minhtuyen Tran	DD - ES	2,825.00

70119430	7/1/19	*****1327	Thuy Tran	DD - ES	1,245.00
70119431	7/1/19	*****6165	Thanh Van Trinh	DD - ES	1,506.00
70119432	7/1/19	*****1650	Ms. Wendie Hue Trinh	DD - ES	2,493.00
70119433	7/1/19	*****3572	Nhan Chi Truong	DD - ES	978.00
70119434	7/1/19	*****5313	Sean Thuyet Truong	DD - ES	1,290.00
70119435	7/1/19	*****9321	Van Truong	DD - ES	1,493.00
70119436	7/1/19	*****8392	Xavier Van Truong	DD - ES	5,928.00
70119437	7/1/19	*****5553	David Tseng	DD - ES	3,207.00
70119438	7/1/19	*****4582	Lidia Valladares	DD - ES	2,165.00
70119439	7/1/19	*****0250	Victor D Valenzuela	DD - ES	1,585.00
70119440	7/1/19	*****3371	Gary D. Vasconcellos	DD - ES	1,056.00
70119441	7/1/19	*****8457	Sareena Lata Velu	DD - ES	2,223.00
70119442	7/1/19	*****9682	Nuno G Vieira	DD - ES	3,684.00
70119443	7/1/19	*****2720	Stephen Cordell Wafer	DD - ES	1,071.00
70119444	7/1/19	*****2768	Huan Rong Wang	DD - ES	1,366.00
70119445	7/1/19	*****6924	Lining Wan	DD - ES	1,827.00
70119446	7/1/19	*****6945	Wei Wang	DD - ES	1,980.00
70119447	7/1/19	*****1634	Yu Ruo Wang	DD - ES	2,165.00
70119448	7/1/19	*****7593	Ms. Brigitte Warren C/O Perry Realty Team	DD - ES	2,450.00
70119449	7/1/19	*****5502	Mildred Lucille Washington	DD - ES	1,996.00
70119451	7/1/19	*****4384	Wenying Chang	DD - ES	2,162.00
70119452	7/1/19	*****5295	Holly Wen	DD - ES	1,205.00
70119453	7/1/19	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	4,895.00
70119455	7/1/19	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	1,758.00
70119456	7/1/19	*****5057	Kathleen and John Wilson	DD - ES	1,275.00
70119457	7/1/19	*****8702	Kathy D. Williams	DD - ES	2,796.00
70119458	7/1/19	*****5480	Tasia La Vonda Williams	DD - ES	2,378.00
70119459	7/1/19	*****5026	Windeler Development Group, Inc.	DD - ES	1,245.00
70119460	7/1/19	*****1862	Danny Ching-Yam Wong	DD - ES	1,979.00
70119461	7/1/19	*****1157	Har Pan Wong	DD - ES	6,622.00
70119462	7/1/19	*****6356	Joanne Wong	DD - ES	1,825.00
70119463	7/1/19	*****1060	Kinney Ming Wong	DD - ES	1,300.00
70119464	7/1/19	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	2,600.00
70119465	7/1/19	*****1853	WR Properties, Inc.	DD - ES	5,415.00
70119466	7/1/19	*****3962	Hong Wu	DD - ES	1,413.00
70119467	7/1/19	*****3698	Zhang Jin Wu	DD - ES	3,240.00
70119469	7/1/19	*****2651	Sheree Wynn	DD - ES	2,094.00

70119470	7/1/19	*****5388	Jian Ai Xuan	DD - ES	1,940.00
70119471	7/1/19	*****3880	Ping Ping Xu Keming Wang	DD - ES	3,585.00
70119472	7/1/19	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	1,139.00
70119473	7/1/19	*****6779	Sally Yip	DD - ES	1,813.00
70119474	7/1/19	*****6210	Yong Qiang Lu	DD - ES	1,777.00
70119475	7/1/19	*****6178	Chris Kui You	DD - ES	2,394.00
70119476	7/1/19	*****7622	Yee Yue Cheung	DD - ES	1,230.00
70119477	7/1/19	*****7029	Ming Yu	DD - ES	1,772.00
70119478	7/1/19	*****8664	Mohammad Zalmaiyyar	DD - ES	2,154.00
70119479	7/1/19	*****7638	Jielu Zhao	DD - ES	1,650.00
70119480	7/1/19	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	1,731.00
70119481	7/1/19	*****3259	Xirong Zhao	DD - ES	1,804.00
70119482	7/1/19	*****4367	Xiang Yang Zheng	DD - ES	2,400.00
70119483	7/1/19	*****3830	Joy Yi Zhou	DD - ES	2,456.00
70119484	7/1/19	*****7805	Shengguo Zhu	DD - ES	4,456.00
70119485	7/1/19	*****6132	Ying Zhu	DD - ES	4,996.00
70119486	7/1/19	*****4651	Weijie Zhang	DD - ES	1,247.00

Housing Choice Voucher	HAP	1,380,717.33
	UR	9,617.41
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	567.81
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$1,390,902.55

Check Summary

July 1, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
149179	7/1/19	*****6041	Anthony L Johnson	20.00
149182	7/1/19	*****0064	Ayaanna R Ireland	85.00
149184	7/1/19	*****5756	Christopher Smith	107.00
149191	7/1/19	*****8461	Irvin Brown	18.00
149203	7/1/19	*****5735	Michael Wimmer	170.00
149211	7/1/19	*****7726	Quamie Golliday	83.00

149216	7/1/19	*****2665	Stacy Smith		14.00
149218	7/1/19	*****2982	Timothy P Harrington		1.00
149220	7/1/19	*****7845	Troy Mills		31.00
149224	7/1/19	*****3447	David S Loesch		88.00
149288	7/1/19	*****9325	JOW & AAW, LLC		2,710.00
149290	7/1/19	*****9810	Housing Authority of the County of Alameda		1,604.42
149292	7/1/19	*****0331	Fairfield Housing Authority		126.80
70119009	7/1/19	*****4636	Felipe Amarante	DD - ES	1,487.00
70119020	7/1/19	*****3909	Ken Bartlett	DD - ES	916.00
70119023	7/1/19	*****7492	Adrienne Kelly Belton	DD - ES	1,060.00
70119047	7/1/19	*****8860	Joe Burns	DD - ES	1,200.00
70119048	7/1/19	*****8764	William Joseph Burgoyne	DD - ES	746.00
70119051	7/1/19	*****2513	Clara Beatriz Cardenas	DD - ES	1,550.00
70119076	7/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	12,538.88
70119077	7/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	10,998.94
70119078	7/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	10,531.29
70119079	7/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	9,547.24
70119080	7/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	11,689.43
70119081	7/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	4,095.26
70119084	7/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	7,109.00
70119085	7/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	4,148.00
70119086	7/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	7,421.00
70119087	7/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	2,715.00
70119103	7/1/19	*****9507	Olga M. Disney	DD - ES	1,135.00
70119108	7/1/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	603.00
70119116	7/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	803.00
70119117	7/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	2,131.00
70119118	7/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	1,821.00
70119122	7/1/19	*****8096	Robert Fitzstephens Rob Fitzstephens	DD - ES	1,602.00
70119127	7/1/19	*****4032	Fox Creek Apartments	DD - ES	445.00
70119139	7/1/19	*****5111	Gateway Apartments	DD - ES	3,314.00
70119156	7/1/19	*****5267	Abhilash Gupta	DD - ES	1,730.00
70119166	7/1/19	*****6728	David T. Hennigan	DD - ES	2,120.00
70119250	7/1/19	*****1547	Paul Livson	DD - ES	3,126.00
70119285	7/1/19	*****6342	James & Diana Gail McDonald c/o Yolanda McDonald	DD - ES	1,500.00
70119325	7/1/19	*****9886	Northstar Financial Group, LLC	DD - ES	4,977.00

70119357	7/1/19	*****4650	A. Meadows Property Management	DD - ES	446.00
70119369	7/1/19	*****7228	Ramsey Horton	DD - ES	1,542.00
70119373	7/1/19	*****8227	Croskey Real Estate, Inc.	DD - ES	1,780.00
70119374	7/1/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES	5,145.00
70119375	7/1/19	*****7083	Reliant - Woods Grove, LP	DD - ES	2,646.00
70119377	7/1/19	*****2935	RICHMOND HOUSING AUTHORITY	DD - ES	3,270.74
70119394	7/1/19	*****7789	Siena Court Apartments	DD - ES	818.00
70119409	7/1/19	*****3465	Ramzi D Srouji	DD - ES	1,891.00
70119413	7/1/19	*****0437	Suisun City Housing Authority	DD - ES	867.42
70119429	7/1/19	*****2094	Raphael Minhuyen Tran	DD - ES	1,776.00
70119450	7/1/19	*****4563	Isidoro Weitzman	DD - ES	2,045.00
70119453	7/1/19	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	2,163.00
70119454	7/1/19	*****9380	Tracy J. Whitehead	DD - ES	2,249.00
70119465	7/1/19	*****1853	WR Properties, Inc.	DD - ES	1,700.00
70119468	7/1/19	*****2556	Drewcillia Wyatt	DD - ES	1,239.00

VASH

		HAP	142,953.00
		UR	617.00
HAP (Regular)	\$ 1,180,234.33	Damage Claim	0.00
HAP (VASH)	✓ 142,953.00	Vacancy Claim	0.00
HAP (Port-In)	✓ 187,533.00	Administrative Fee	4,126.42
HAP (Port-Out)	12,950.00	FSS Escrow Account	0.00
Utility Reimbursement	✓ 10,234.41	Shelter Plus Security Deposit	0.00
Admin Fee	✓ 4,694.23	Other	0.00
Total	<u>\$ 1,538,598.97</u>	All Payments	\$147,696.42

Grand Total

HAP	1,523,670.33
UR	10,234.41
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	4,694.23
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$1,538,598.97

DD - 1,494,029.26
 Checks - 44,569.71
 1,538,598.97

PAID 6/25/19
 Zm 6/27/19

0 *

06/25/2019 Page 18

Check Summary

July 15, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 149307	7/15/19	*****0079	Angel E Smith	84.00
149308	7/15/19	*****7294	Khadijah Jackson	71.00
149309	7/15/19	*****2674	Monika Smith	6.00
149310	7/15/19	*****7128	Rolinn M Williams	9.00
149311	7/15/19	*****3803	Katina M Easley	59.00
149312	7/15/19	*****2140	Leslee r Rockett	45.00
* 71519001	7/15/19	*****2521	Belmont Apartments	DD - ES 8,346.00
71519002	7/15/19	*****6869	Cora Ann Chambers	DD - ES 383.00
71519003	7/15/19	*****0310	City of Pittsburg Housing Authority	DD - ES 1,989.00
71519005	7/15/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES 453.00
71519006	7/15/19	*****8122	Gerardo M. Esquivel	DD - ES 206.00
71519007	7/15/19	*****6027	Jianxin Fang Jia Liu	DD - ES 316.00
71519009	7/15/19	*****0940	Krystle Guan	DD - ES 143.00
71519010	7/15/19	*****2768	Invitation Homes	DD - ES 410.00
71519011	7/15/19	*****7984	Tao Huang	DD - ES 42.00
71519012	7/15/19	*****6821	Michael or Kay Isola	DD - ES 143.00
71519013	7/15/19	*****4732	Latif, LLC	DD - ES 1,302.00
71519014	7/15/19	*****0938	Ingrid Lau	DD - ES 420.70
71519015	7/15/19	*****3708	Anthony Charles Loyola	DD - ES 1,074.00
71519016	7/15/19	*****9886	Northstar Financial Group, LLC	DD - ES 926.00
71519017	7/15/19	*****7171	New Way Management Services, Inc.	DD - ES 2,627.00
71519018	7/15/19	*****3962	Hong Wu	DD - ES 2,528.00
71519019	7/15/19	*****4383	Yifan Ye Mike Perry, Property Manager	DD - ES 3,927.00

Housing Choice Voucher	HAP	25,235.70
	UR	274.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$25,509.70

Check Summary

July 15, 2019

Check Number	Check Date	Payee Tax ID	Payee		Amount
VASH					
71519004	7/15/19	*****0746	Contra Costa County Housing Authority	DD - ES	10,310.40
71519008	7/15/19	*****3881	FFAH Marina Heights LLC	DD - ES	1,178.00
71519016	7/15/19	*****9886	Northstar Financial Group, LLC	DD - ES	714.00

VASH			HAP	11,853.00
HAP (Regular)	\$	19,131.70	UR	0.00
HAP (VASH)		11,853.00	Damage Claim	0.00
HAP (Port-In)		6,104.00	Vacancy Claim	0.00
HAP (Port-Out)		-	Administrative Fee	349.40
Utility Reimbursement		274.00	FSS Escrow Account	0.00
Admin Fee		349.40	Shelter Plus Security Deposit	0.00
Total	\$	<u>37,712.10</u>	Other	0.00
			All Payments	\$12,202.40

Grand Total

	HAP	37,088.70
	UR	274.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	349.40
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$37,712.10

DD - 37,438.10 +
 Cks - 274.00 +
 37,712.10 **

Journal 7/11/19
 PWO 7/10/19

Payment History List

July 9, 2019

		Payee		Tenant	Agcy	Prgm	Type	VMS Date	Amount	Voided	Cleared
Check Date	Check #	Account #	Payee								
05/15/2019	5151900	**_***3502	Black Diamond	Cherry , John	1	3	HAP	04/26/2019	\$172.00	☐	☐
05/15/2019	5151900	**_***3502	Black Diamond	Cherry , John	1	3	HAP	05/01/2019	\$1034.00	☐	☐
06/01/2019	60119033	**_***3502	Black Diamond	Cherry , John	1	3	HAP	06/01/2019	\$1034.00	☐	☐
07/09/2019	5151900	**_***3502	Black Diamond	Cherry , John	1	3	HAP	04/26/2019	-\$172.00	☐	☐
07/09/2019	5151900	**_***3502	Black Diamond	Cherry , John	1	3	HAP	05/01/2019	-\$1034.00	☐	☐
07/09/2019	60119033	**_***3502	Black Diamond	Cherry , John	1	3	HAP	06/01/2019	-\$1034.00	☐	☐

\$0.00

*Payments returned - tenant never moved
in unit*

Payment History List

July 3, 2019

		Payee											
Check Date	Check #	Account #	Payee	Tenant	Agcy	Prgm	Type	VMS Date	Amount	Voided	Cleared		
07/01/2019	70119259	***-**-0153	Ariston Laurito	Nazareta,	1	3	HAP	07/01/2019	\$1074.00	☐	☐		
07/03/2019	70119259	***-**-0153	Ariston Laurito	Nazareta,	1	3	HAP	07/01/2019	-\$1074.00	☐	☐		

\$0.00

*Returned Pmt - Owner
passed away*

Payment History List

July 10, 2019

		Payee		Tenant	Agcy	Prgm	Type	VMS Date	Amount	Voided	Cleared
Check Date	Check #	Account #	Payee								
07/01/2019	149303	***-**-4614	Vincenzo	Payne, Regina	1	3	HAP	07/01/2019	\$1481.00	☐	☐
07/10/2019	149303	***-**-4614	Vincenzo	Payne, Regina	1	3	HAP	07/01/2019	-\$1481.00	☐	☐

\$0.00

Returned pmt -

moved out 6/30/19



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

TO: Chair and Agency Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the Pittsburg Chamber of Commerce 2019-2020 Lease and Common Area Maintenance Offset

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

The Pittsburg Chamber of Commerce (Chamber) entered into a sublease agreement (Sublease) for its operations located at 985 Railroad Avenue (Premises). Pursuant to Sections 3.2 (a) and 5.4 of the Sublease, the Chamber may provide services to the community in lieu of rent and common area maintenance (CAM) charges to be paid by the Chamber. The City and the Chamber have worked together to develop the scope of services (Lease and CAM Offset 2019-2020) to be provided by the Chamber to the City in lieu of paying lease and CAM charges.

FISCAL IMPACT

The 2019-2020 lease for the Premises is \$1.92 per square foot for 2,879 square feet of space; \$5,527.68 monthly or \$66,332.16 annually. The 2019-2020 CAM is \$15,032.65. The 2019-2020 lease and CAM combined for the Premises is \$81,364.81; accounted for in Fund 248. The proposed Lease and CAM Offset 2019-2020 is attached as Exhibit A to this staff report and is not to exceed \$81,364.81. Neither the City nor Housing Authority of the City of Pittsburg (Housing Authority) will be required to make payments for services rendered above the Lease and CAM Offset 2019-2020.

RECOMMENDATION

Housing Authority adopt the Resolution and approve the Lease and CAM Offset 2019-2020.

BACKGROUND

The former Redevelopment Agency of the City of Pittsburg (Agency) and Domus Development LLC (Domus) executed a disposition and development agreement (DDA) dated November 21, 2005, pursuant to which the Agency leased the property to Domus under a ground lease, a memorandum of which is recorded as Document No. 2006-0094848-00 in the official records of the Contra Costa County. Pursuant to the DDA and the

ground lease, Domus was required to construct an affordable housing project on the property identified in the ground lease consisting of 28 affordable housing units and 8,000 square feet of commercial space (Gateway Project later known as Entrata).

The Agency and a limited partnership formed by Domus known as Gateway Mixed Use Development entered into a master lease agreement dated October 1, 2007, whereby the Agency has a leasehold interest in the 8,000 square feet of commercial space. The Agency entered into sublease agreements with various tenants for portions of the commercial space.

The Sublease between the Agency and the Chamber was approved and executed on March 16, 2009 by Agency Resolution 09-1350 and City Council Resolution 09-11179.

On June 2011, the California Legislature adopted, the Governor signed, and the California Supreme Court, in California Redevelopment Association, et al. v. Ana Matosantos, et al. upheld ABx1 26 (AB 26), legislation that amended the California Redevelopment Law and dissolved the Agency on February 1, 2012. AB 26 provides that the City may elect to assume the assets and responsibilities for the housing functions previously performed by the Agency or by default the housing function would be transferred to the local housing authority. On January 17, 2012, by City Council Resolution 12-11753 and Housing Authority Resolution 12-261, the City transferred and the Housing Authority accepted all rights, responsibilities, and function related to housing previously performed by the Agency to the Housing Authority.

The Chamber was notified by a letter dated June 4, 2012 that the Sublease was transferred from the Agency to the Housing Authority.

SUBCOMMITTEE FINDINGS

This proposed Lease and CAM Offset 2019-2020 was not discussed in a subcommittee.

STAFF ANALYSIS

The Housing Authority calculates the lease and CAM annually using the Consumer Price Index rate in December 2018 and the total CAM charges for calendar year 2018 to determine the Lease and CAM Offset 2019-2020.

The scope of services provided in the Lease and CAM Offset 2019-2020 include: 1) publication and distribution of newsletters, eBlasts, brochures, and flyers; 2) Think Pittsburg Campaign and Mugshot Mondays; 3) career fair at Pittsburg High School; 4) mock interviews with Pittsburg High School students; and 5) Small Business Saturday – Keep it Local Campaign.

The Lease and CAM Offset 2019-2020 is effective July 1, 2019 and will expire on June 30, 2020 (Term). During the Term, the Chamber will submit on a regular basis, reports that show progress in achieving the tasks listed in the Lease and CAM Offset 2019-2020. Included in the reports will be documentation necessary to support the efforts completed.

ATTACHMENTS: Resolution
Lease and CAM Offset 2019-2020

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority Resolution Approving)
The Pittsburg Chamber of Commerce 2019-2020 Lease) RESOLUTION NO. 19-
And Common Area Maintenance Offset)

The Governing Board of the Housing Authority of the City of Pittsburg DOES
RESOLVE as follows:

WHEREAS, the former Redevelopment Agency of the City of Pittsburg (Agency) and Domus Development LLC (Domus) executed a disposition and development agreement (DDA) dated November 21, 2005, pursuant to which the Agency leased the property to Domus under a ground lease; and

WHEREAS, pursuant to the DDA and the ground lease, Domus was required to construct an affordable housing project on the property identified in the ground lease consisting of 28 affordable housing units and 8,000 square feet of commercial space (Gateway Project later known as Entrata); and

WHEREAS, the Agency and a limited partnership formed by Domus known as Gateway Mixed Use Development entered into a master lease agreement dated October 1, 2007, whereby the Agency has leasehold interest in the 8,000 square feet of commercial space. The Agency entered into sublease agreements with various tenants for portions of the commercial space; and

WHEREAS, the Agency and the Pittsburg Chamber of Commerce (Chamber) entered into a sublease agreement (Sublease) for a portion of the commercial space for its operations located at 985 Railroad Avenue (Premises). The Sublease was approved and executed on March 16, 2009 by Agency Resolution 09-1350 and City Council Resolution 09-11179; and

WHEREAS, pursuant to Sections 3.2 (a) and 5.4 of the Sublease, the Chamber may provide services to the community in lieu of rent and common area maintenance (CAM) charges to be paid by the Chamber; and

WHEREAS, on June 2011, the California Legislature adopted, the Governor signed, and the California Supreme Court, in California Redevelopment Association, et al. v. Ana Matosantos, et al. upheld ABx1 26 (AB 26), legislation that amended the California Redevelopment Law and dissolved the Agency on February 1, 2012; and

WHEREAS, AB 26 provides that the City may elect to assume the assets and responsibilities for the housing functions previously performed by the Agency or by default the housing function would be transferred to the local housing authority. On January 17, 2012, by City Council Resolution 12-11753 and Housing Authority Resolution 12-261, the City of Pittsburg (City) transferred and the Housing Authority of the City of Pittsburg (Housing Authority) accepted all rights, responsibilities, and function related to housing previously performed by the Agency; and

WHEREAS, the Chamber was notified by a letter dated June 4, 2012 that the Sublease was transferred from the Agency to the Housing Authority.

NOW, THEREFORE, the Governing Board finds and determines as follows:

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

The Governing Board hereby approves the Pittsburg Chamber of Commerce Lease and Common Area Maintenance (CAM) Offset 2019-2020 (Lease and CAM Offset 2019-2020) attached as Exhibit A to the accompanying staff report.

Section 3.

The 2019-2020 lease for the Premises is \$1.92 per square foot for 2,879 square feet of space; \$5,527.68 monthly or \$66,332.16 annually. The 2019-2020 CAM is \$15,032.65. The 2019-2020 lease and CAM combined for the Premises is \$81,364.81 (Fund 248). The proposed Lease and CAM Offset 2019-2020 is attached as Exhibit A to this staff report and is not to exceed \$81,364.81. Neither the City nor Housing Authority will be required to make payments for services rendered above the Lease and CAM Offset.

Section 4.

The Lease and CAM Offset 2019-2020 is effective July 1, 2019 and will expire on June 30, 2020 (Term). During the Term, the Chamber will submit on a regular basis, reports that show progress in achieving the tasks listed in the Lease and CAM Offset 2019-2020.

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Pittsburgh Housing Authority at a regular meeting on the 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

Exhibit A
2019-2020 Entrata Programs (Lease/CAM Offset)

Entrata Lease/CAM Offset	Activity	Performance Measures
Community Outreach/Chamber Communications Promote events throughout the city	Publish/Distribute City and PACF events: 1) eBlast-weekly 2) events flyers as needed 3) Chamber Social media posts	Action items: *Promote events on social media. Reporting: *Submit copy of social media post reports. Reports from source not print out.
Economic Development Marketing Pittsburg Think Pittsburg/Mugshot Mondays Business Retention Visits	Promote Think Pittsburg message through Chamber's "Mug Shot Mondays" business retention visits. Includes distribution of Think Pittsburg Marketing materials like mugs/ window decals & bags containing City/Chamber information. (Visits will be posted on social media displaying the "Think Pittsburg Message".	Action items: *Provide the list of participating businesses each quarter. Reporting: *Submit copy of social media post. Follow up with visits business - do survey to measure advertising effort.
Youth Workforce Development/CareerLink Program Conduct a Career Fair at PHS	*Host/Coordinate the event.	Action items: *Share the date, location of the event and submit flyer to City Staff at least 1 month before. Promote event on social media. Reporting: *Provide the number of attendees and submit sign in sheets from each event.
Youth Workforce Development/InterviewLINK Program Conduct mock interviews at PHS	*Host/coordinate the event.	Action items: *Share the date, location of the event and submit flyer to City Staff at least 1 month before. Promote event on social media. Reporting: *Provide the number of attendees and submit sign in sheets from each event.
Economic Development Small Business Saturday-Keep It Local Campaign	*Chamber register as City of Pittsburg "Neighborhood Champion" through National Small Business Saturday & Amex Program *Coordinate Keep it local community event and social media campaign	Action items: *Kick off the event in August to ensure a successful event in November by coordinating business participation. Distribute the kits to businesses to encourage self promotion of the event. Promote participating business/shopping centers on social media. Reporting: *Provide the list of businesses/shopping centers that participate. Follow up meeting with participants to measure success (i.e. increase foot traffic or sales) and report results.



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

TO: Chair and Agency Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the Section 8 Management Assessment Program Certification for Fiscal Year End June 30, 2019

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

As required compliance with the U.S. Department of Housing and Urban Development (HUD), the Housing Authority of the City of Pittsburg (Housing Authority) has prepared the Section 8 Management Assessment Program (SEMAP) Certification for submission for fiscal year end June 30, 2019.

FISCAL IMPACT

This action has no fiscal impact to the General Fund or the Housing Authority Funds.

RECOMMENDATION

Staff recommends the Housing Authority Board adopt this Resolution approving the SEMAP Certification for submission for fiscal year ending June 30, 2019 to HUD no later than the August 29, 2019 deadline.

BACKGROUND

In 1999, HUD introduced the SEMAP as a management assessment system designed to provide an annual measurement of performance for all housing authorities administering the Section 8 Housing Choice Voucher program. HUD requires the SEMAP Certification be approved by resolution and transmitted electronically through HUD's Public and Indian Housing Information Center (PIC) system within 60 days following the end of the fiscal year.

The SEMAP system assesses Housing Authority on 14 key indicators that show whether families are assisted fairly and expeditiously and in accordance with the Federal regulations governing the program. These fourteen (14) indicators are: 1) Selection from Waiting List; 2) Reasonable Rent; 3) Determination of Adjusted Income; 4) Utility Allowance Schedule; 5) Housing Quality Standards (HQS) Quality Control; 6) HQS Enforcement; 7) Expanding

Housing Opportunities; 8) Payment Standards; 9) Annual Reexaminations; 10) Correct Tenant Rent Calculations; 11) Pre-contract HQS; 12) Annual HQS; 13) Lease Up (Utilization); and 14) Family Self-Sufficiency. Eight indicators are based on information certified by the Housing Authority and the remaining six indicators are based on HUD's PIC system data. Upon review of this SEMAP Certification by HUD, a determination will be made on the operational designation and regulatory compliance of the Housing Authority.

It is important to note that Indicator 14, Family Self-Sufficiency, is rated for those housing authorities operating a Family Self Sufficiency (FSS) Program and have an FSS Coordinator. As the Housing Authority does not operate this program, it is assessed on the remaining 13 indicators for a maximum of 135 points.

Within the 13 remaining indicators, there is a cumulative 135-point total scale where the attainment of 90% or above (122+ points) will yield a designation of "High Performer," a score between 60% and 89% (81 to 121 points) will yield a designation of "Standard Performer," and a score of less than 60% (80 points) will yield a designation of "Troubled Performer". HUD will conduct on-site reviews of housing authorities rated "Troubled" to assess the magnitude and severity of the problems.

The Housing Authority has in the past been designated a "High Performer" and current records indicate that it has successfully completed the 2019 requirements for each indicator to continue meeting the "High Performer" designation.

It is anticipated that HUD will post the Housing Authority's designation within 120 days of submission of the SEMAP Certification.

SUBCOMMITTEE FINDINGS

The SEMAP Certification was not discussed in a subcommittee.

STAFF ANALYSIS

The Housing Authority has prepared the SEMAP Certification to meet HUD's requirements and upon approval, will submit the SEMAP Certification to HUD on or before the due date of August 29, 2019 for compliance.

ATTACHMENTS:

Report Prepared By:

BEFORE THE GOVERNING BOARD OF THE HOUSING AUTHORITY
OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority Resolution	)	
Approving the Section 8 Management	)	RESOLUTION NO. 19-
Assessment Program Certification for Fiscal	)	
<u>Year End June 30, 2019</u>	)	

The Governing Board of the Housing Authority of the City of Pittsburgh DOES
RESOLVE as follows:

WHEREAS, in 1999, the U.S. Department of Housing and Urban Development (HUD), introduced the Section 8 Management Assessment Program (SEMAP) as a management assessment system designed to provide an annual measurement of performance for all housing authorities administering the Section 8 Housing Choice Voucher program; and

WHEREAS, HUD requires the SEMAP Certification be approved by resolution and transmitted electronically through HUD's Public and Indian Housing Information Center (PIC) system within 60 days following the end of the fiscal year; and

WHEREAS, the SEMAP system assesses housing authorities on 14 key indicators that show whether families are assisted fairly and expeditiously and in accordance with the Federal regulations governing the program. These fourteen (14) indicators are: 1) Selection from the Waiting List; 2) Reasonable Rent; 3) Determination of Adjusted Income; 4) Utility Allowance Schedule; 5) Housing Quality Standards (HQS) Quality Control; 6) HQS Enforcement; 7) Expanding Housing Opportunities; 8) Payment Standards; 9) Annual Reexaminations; 10) Correct Tenant Rent Calculations; 11) Pre-contract HQS; 12) Annual HQS; 13) Lease Up (Utilization); and 14) Family Self-Sufficiency. Eight indicators are based on information certified by the Housing Authority of the City of Pittsburgh (Housing Authority) and the remaining six indicators are based on HUD's PIC system data. Upon review of this SEMAP Certification by HUD, a determination will be made on the operational designation and regulatory compliance of the Housing Authority; and

WHEREAS, Indicator 14, Family Self-Sufficiency, is rated for those housing authorities operating a Family Self Sufficiency (FSS) Program and have an FSS Coordinator. The Housing Authority does not operate this program and is therefore, assessed on the remaining 13 indicators for a maximum of 135 points; and

WHEREAS, the Housing Authority has identified policies, procedures and management practices to ensure compliance with SEMAP indicators identified by HUD.

NOW, THEREFORE, the Governing Board of the Housing Authority finds and determines as follows:

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

The SEMAP Certification for Fiscal Year End June 30, 2019 is a thorough and complete document. The SEMAP Certification supports the Housing Authority's policies, procedures and management practices.

Section 3.

The Governing Board hereby approves the SEMAP Certification for submission, and adopts this Resolution and Exhibit A incorporated herein by this reference.

Section 4

The Executive Director is hereby authorized to take such further actions as may be necessary or appropriate to carry out the Housing Authority's obligations pursuant to this Resolution.

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburgh on the 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 02/29/2020)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
Housing Authority of the City of Pittsburgh	06/30/2019	08/23/2019

Check here if the PHA expends less than \$300,000 a year in Federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes ☒ No ☐

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☒ At least 98% of units sampled ☐ 80 to 97% of units sampled ☐ Less than 80% of units sampled

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☒ At least 90% of files sampled ☐ 80 to 89% of files sampled ☐ Less than 80% of files sampled

4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes ☒ No ☐

5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes ☒ No ☐

6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☒ At least 98% of cases sampled ☐ Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

Applies only to PHAs with jurisdiction in metropolitan FMR areas.

Check here if not applicable ☒

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes ☒ No ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes ☒ No ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes ☒ No ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes ☒ No ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes ☒ No ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes ☒ No ☐

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes ☒ No ☐

Enter current FMRs and payment standards (PS)

0-BR FMR	1409	1-BR FMR	1706	2-BR FMR	2126	3-BR FMR	2925	4-BR FMR	3587
PS	1463	PS	1762	PS	2215	PS	3058	PS	3748

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes ☒ No ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes ☒ No ☐

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes ☒ No ☐

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes ☒ No ☐

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes ☒ No ☐

- 14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☒

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program .

Check here if not applicable ☒

PHA Response

Yes ☐

No ☐

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response

Yes ☐

No ☒

If yes, attach completed deconcentration bonus indicator addendum.

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) 08/19/2019

Date (mm/dd/yyyy) 08/19/2019

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
_____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
_____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).
Is line c 50% or more? Yes ☐ No ☐
- 2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
_____ c. Number of Section 8 families with children who moved during the last completed PHA FY.
_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
Is line d at least two percentage points higher than line a? Yes ☐ No ☐
- 3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
_____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
_____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
_____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
Is line d at least two percentage points higher than line a? Yes ☐ No ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.



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

TO: Mayor/Chair and Council/Agency Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of Both a City Council Resolution and Pittsburg Power Company Resolution Approving a Project Development Agreement Between the City of Pittsburg, Pittsburg Power Company, and Energy Delivery Solutions LLC

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

This item includes consideration of a Project Development Agreement (PDA) between the City of Pittsburg (City), Pittsburg Power Company (PPC), and Energy Delivery Solutions LLC (EDS) that sets forth certain terms and conditions concerning the development of a future technology park. Approval of the PDA would not entitle any development within the City, nor would it constitute a commitment by the City and/or PPC to approve any CEQA documentation, entitlements, or other agreements.

FISCAL IMPACT

There is no fiscal impact related to the approval of the PDA at this time. There is a potentially positive future fiscal impact related to the approval of the PDA. As described in more detail below, the PDA outlines terms and conditions that specify the developer would, pending approval of a future project approved pursuant to the applicable development ordinances and regulations and laws, construct electric Transmission and Distribution (T&D) Assets that would allow PPC to deliver new load to large-scale users. EDS would also be responsible for certain costs related to the future delivery of power by PPC, as well as all costs related development, and reimbursement for costs related to the processing of future applications.

RECOMMENDATION

Staff recommends the City Council and PPC Board take the following, respective actions:

1. City Council adopt a Resolution and approve the Project Development Agreement with Energy Delivery Solutions LLC.
2. PPC Board adopt a Resolution and approve the Project Development Agreement with Energy Delivery Solutions LLC.

BACKGROUND

In March 2018, the City experienced the closure of the former Delta View Golf Course, which occupied approximately 175 acres of City-owned property. In May 2018, the City Council directed staff to explore economic development and employment opportunities on a portion of this land, and EDS submitted a letter to the City expressing interest in development of a technology park at this location. EDS is an affiliate of SteelRiver Operations LP (SteelRiver) and TransBay Funding, who maintain \$2.5 billion in fund and co-investment capital under management, including the \$550 million Trans Bay Cable Project, located along W. 10th Street in Pittsburg. The development of the 53-mile HVDC Trans Bay Cable project was a joint effort between the City and SteelRiver. On May 24, 2018, the City Council adopted Resolution No. 18-13482, approving an Option Agreement with EDS for approximately 101 acres of the former Delta View Golf Course.

PPC is a municipal utility which has provided retail gas and electric services since 1997 to customers on Mare Island in Vallejo; however, PPC staff believes there is significant opportunity to provide additional service to high-usage customers as new load.

SUBCOMMITTEE FINDINGS

While this item and the requested action by the City Council does not entitle any development, staff would note that the potential technology park project has been brought before the public for input on multiple occasions. On January 29, 2019, the item was presented to the Land Use Subcommittee, and on February 5, 2019, a meeting was held to discuss the project with the 18 residents living adjacent to the project site. Additionally, on April 9, 2019, a study session was held before the Planning Commission to solicit additional feedback.

STAFF ANALYSIS

As mentioned above, the proposed PDA would set forth certain terms and conditions concerning the development of a future technology park but would not entitle any development. Any future project will be the subject of environmental review under CEQA and require numerous discretionary approvals and public hearings.

As this project represents a Public-Private Partnership which the City and PPC believe can be a mutually beneficial undertaking, both parties would accept certain obligations to help ensure its success, including but not limited to those described below.

Over the 20 year term of the agreement, EDS would assume all costs related to its own development and would also have the right and responsibility to obtain power purchase agreements for wholesale power; PPC, would provide retail power to users within the technology park, which would represent a substantial increase in service load.

EDS would have the exclusive assignable right to finance the T&D infrastructure to serve this increased load to the project, as well as the right to enter into an Operation and Maintenance (O&M) Agreement to provide all services needed to operate and maintain the energy infrastructure and delivery of power; PPC would have the exclusive option to purchase the T&D Assets for nominal consideration. In exchange for EDS's role in constructing the T&D infrastructure that would allow PPC to serve the new load, the City would agree to rebate a portion of the gross revenue from power sales.

Departing load costs would be included in tariffed/contracted rates and payable by the end use customer. Further, EDS would be responsible for applying for and obtaining all regulatory approvals and would reimburse the City for all costs related to processing of the land use entitlements, including environmental studies determined by the City to be necessary, and any other agreements.

As a mechanism to attract users, the City would also rebate a portion of the unsecured sales and use and property taxes. The City would also work with EDS to grant easements or franchises necessary, as allowed by law, to facilitate utility connections to and from the project, and, if necessary, establish one or more maintenance districts to ensure the proper upkeep of the all infrastructure.

ATTACHMENTS:

Proposed City Council Resolution
Proposed Pittsburg Power Company Resolution
Project Development Agreement

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approval of a Project Development) RESOLUTION NO. 19-_____
Agreement Between the City of Pittsburg,)
Pittsburg Power Company, and Energy)
Delivery Solutions LLC)

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg wishes to facilitate economic development, as well as expand its tax base and the employment opportunities for residents, while retaining its discretion to review and consider potential approval of development projects; and

WHEREAS, cities in California are sometimes in competition with other jurisdictions for locating new economic development opportunities, especially those concerning a technology park that may include data centers and other advanced technology facilities. These opportunities have sometimes been lost to nearby cities or states that provide for property and sales and use tax incentives and that do not provide for or require green power or carbon pricing prevalent and to the level desired in California; and

WHEREAS, Pittsburg Power Company (PPC) is a municipal utility which has provided retail gas and electric services since 1997, has been involved in numerous contractual and service-provider relationships concerning the acquisition, transmission and distribution of electricity, and wishes to explore opportunities to provide new service load;

WHEREAS, the City, PPC, and EDS (hereafter collectively referred to as the "Parties") have previously entered into that certain "City of Pittsburg, Pittsburg Power Company and Energy Delivery Solutions LLC Exclusive Negotiating Rights Agreement," dated August 1, 2017, (the "ENRA"), that certain "Reimbursement and Indemnification Agreement," dated August 1, 2017, ("Reimbursement Agreement"), and that certain "Confidentiality Agreement," dated August 1, 2017, (the "Confidentiality Agreement"); and

WHEREAS, in March 2018, the City experienced the closure of the former Delta View Golf Course, which occupied approximately 175 acres of City-owned property; and

WHEREAS, on May 7, 2018, the City Council directed staff to explore economic development and employment opportunities on a portion of the land formerly occupied by the Delta View Golf Course; and

WHEREAS, on June 5, 2018, the Parties entered into an Option Agreement allowing certain properties within the boundaries of the former golf course totaling approximately 101.7 acres (the "Option Properties") could be transferred and sold to EDS; and

WHEREAS, EDS wishes to pursue development of a technology park ("Project") on one or more of the Option Properties. The Project would include one or more data centers consisting of facilities used to house information technology equipment including, but not limited to, computers, telecommunications equipment, auxiliary power, and storage systems; and

WHEREAS, the Parties have determined that the City, through PPC, and in conjunction with EDS, may provide power to the Project at rates below those of competing energy providers for such new load. The City and the EDS have determined that such favorable rates of power should attract data center users and operators; and

WHEREAS, the Parties intend in a Project Development Agreement to set forth terms and conditions concerning the development of the Project and the respective roles of the Parties; and

WHEREAS, the Parties further intend to set forth in a Project Development Agreement certain terms and conditions pursuant to which:

1. EDS will obtain and manage one or more power purchase agreements;
2. the City, through PPC, will provide retail power to EDS and its assignees;
3. the City will rebate to EDS or its assignee a portion of the gross revenue from retail power sales;
4. the City will provide, or reasonably assist EDS in making arrangements with other public agencies to provide, water to the Project;
5. EDS will have the exclusive assignable right to finance the transmission and distribution infrastructure to serve load on Option Properties; and
6. Company will have the exclusive assignable right to enter into an Operation and Maintenance (O&M) Agreement to provide all services needed to operate and maintain the energy infrastructure and delivery of power to serve load on the properties described within the Option Agreement; and

WHEREAS, the Parties have also discussed the City's intent to provide lowered sales and use and property taxes to attract advanced technology users to Pittsburg and agreed that such favorable rates are a material factor in a successful project; and

WHEREAS, EDS and its affiliates have participated in the financing, development and construction of numerous infrastructure projects and facilities, including projects within the City of Pittsburg; and

WHEREAS, the Project and any necessary entitlements, including the potential transfer and sale of the Option Properties, will be the subject of environmental review under the California Environmental Quality Act (Public Resources Code Sections 21000, et seq.) ("CEQA") and require numerous discretionary approvals and agreements; and

WHEREAS, nothing in the approval of this Project Development Agreement shall constitute a commitment by the City and/or PPC to approve CEQA documentation or land use or any other entitlements or agreements concerning the Project, which shall follow applicable development ordinances and regulations and laws; and

WHEREAS, on August 19, 2019, the City Council and PPC Board considered and approved this Project Development Agreement, determining that it would be in the best interests of City and PPC, support of the health, safety and general welfare of the citizens of the City for Pittsburg, and support the development of the Project, fully subject to the City's exercise of its environmental review and land use discretion as required under CEQA and other applicable laws.

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

Section 1. Findings

- A. The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.
- B. Execution of this Project Development Agreement is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The proposed Project Development Agreement does not authorize any physical development or the operation of any activity in any form. Future development of any project shall be fully subject to the City's exercise of its environmental review and land use discretion as required under CEQA and other applicable laws.
- C. The City and/or PPC, as applicable, has key elements of jurisdiction or authority concerning the Project Development Agreement and Project, including, without limitation:
 - 1. The jurisdiction under the State Planning and Zoning Law (California Government Code Sections 65000, et seq.) to exercise land use

jurisdiction over the real property used for Project facilities within the City's boundaries, including the adoption of an ordinance approving a land use development agreement under Government Code Sections 65864, et seq.;

2. Jurisdiction under the Franchise Act of 1937 (California Public Utilities Code Sections 6201, et seq.) to grant a franchise to use public streets and rights-of-way for facilities for the transmission of electricity;
3. Authority to sell, and grant a lease, easement, license or other interest in real property owned by City;
4. Jurisdiction under the Eminent Domain Law (California Code of Civil Procedures Sections 1230.010, et seq.) to acquire real property interests to accommodate Project facilities, both within and outside City's boundaries, extraterritorial condemnation having been expressly authorized by Section 1240.125 of such law; and
5. Authority under the CEQA Guidelines (Title 14, California Code of Regulations Section 15051(b)) to act as Lead Agency and evaluate potential environmental impacts of the Project and adopt appropriate mitigation measures.

D. The nature of this Project Development Agreement, the project assets (meaning all tangible and intangible property necessary for the construction and operation of the Project, including, without limitation, land and land rights; easements; construction materials; permits; certificates; entitlements; other governmental approvals or authorizations; design and construction plans and documents; fully or partially constructed portions of the Project; and all engineering, procurement, and construction contracts or other contracts being used for the construction, operation, maintenance, management or any other purpose related to the Project) – including, without limitation, EDS's role and responsibilities outlined within Article 4 and the contracts for services described in Sections 7.5.1 and 7.5.2 of the approved Project Development Agreement – and the option contained within the Project Development Agreement are such that competitive proposals would be impossible and unavailing and would not produce advantage in the public interest, nor obtain the best economic result for the public.

Section 2. Decision

The City Council hereby approve the Project Development Agreement between the City of Pittsburg, Pittsburg Power Company, and Energy Delivery Solutions LLC.

Section 3. Execution of Agreement

The City Manager is hereby authorized to execute the Project Development Agreement and take any and all other actions necessary to carry out this Resolution.

Section 4. Certification

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

Section 5. Effective Date

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 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Approval of a Project Development) RESOLUTION NO. 19-_____
Agreement Between the City of Pittsburg,)
Pittsburg Power Company, and Energy)
Delivery Solutions LLC)

The Board of Directors of the Pittsburg Power Company, a Joint Powers Authority, DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg wishes to facilitate economic development, as well as expand its tax base and the employment opportunities for residents, while retaining its discretion to review and consider potential approval of development projects; and

WHEREAS, cities in California are sometimes in competition with other jurisdictions for locating new economic development opportunities, especially those concerning a technology park that may include data centers and other advanced technology facilities. These opportunities have sometimes been lost to nearby cities or states that provide for property and sales and use tax incentives and that do not provide for or require green power or carbon pricing prevalent and to the level desired in California; and

WHEREAS, Pittsburg Power Company (PPC) is a municipal utility which has provided retail gas and electric services since 1997, has been involved in numerous contractual and service-provider relationships concerning the acquisition, transmission and distribution of electricity, and wishes to explore opportunities to provide new service load;

WHEREAS, the City, PPC, and EDS (hereafter collectively referred to as the "Parties") have previously entered into that certain "City of Pittsburg, Pittsburg Power Company and Energy Delivery Solutions LLC Exclusive Negotiating Rights Agreement," dated August 1, 2017, (the "ENRA"), that certain "Reimbursement and Indemnification Agreement," dated August 1, 2017, ("Reimbursement Agreement"), and that certain "Confidentiality Agreement," dated August 1, 2017, (the "Confidentiality Agreement"); and

WHEREAS, in March 2018, the City experienced the closure of the former Delta View Golf Course, which occupied approximately 175 acres of City-owned property; and

WHEREAS, on May 7, 2018, the City Council directed staff to explore economic development and employment opportunities on a portion of the land formerly occupied by the Delta View Golf Course; and

WHEREAS, on June 5, 2018, the Parties entered into an Option Agreement allowing certain properties within the boundaries of the former golf course totaling approximately 101.7 acres (the "Option Properties") could be transferred and sold to EDS; and

WHEREAS, EDS wishes to pursue development of a technology park ("Project") on one or more of the Option Properties. The Project would include one or more data centers consisting of facilities used to house information technology equipment including, but not limited to, computers, telecommunications equipment, auxiliary power, and storage systems; and

WHEREAS, the Parties have determined that the City, through PPC, and in conjunction with EDS, may provide power to the Project at rates below those of competing energy providers for such new load. The City and the EDS have determined that such favorable rates of power should attract data center users and operators; and

WHEREAS, the Parties intend in a Project Development Agreement to set forth terms and conditions concerning the development of the Project and the respective roles of the Parties; and

WHEREAS, the Parties further intend to set forth in a Project Development Agreement certain terms and conditions pursuant to which:

1. EDS will obtain and manage one or more power purchase agreements;
2. the City, through PPC, will provide retail power to EDS and its assignees;
3. the City will rebate to EDS or its assignee a portion of the gross revenue from retail power sales;
4. the City will provide, or reasonably assist EDS in making arrangements with other public agencies to provide, water to the Project;
5. EDS will have the exclusive assignable right to finance the transmission and distribution infrastructure to serve load on Option Properties; and
6. Company will have the exclusive assignable right to enter into an Operation and Maintenance (O&M) Agreement to provide all services needed to operate and maintain the energy infrastructure and delivery of power to serve load on the properties described within the Option Agreement; and

WHEREAS, the Parties have also discussed the City's intent to provide lowered sales and use and property taxes to attract advanced technology users to Pittsburg and agreed that such favorable rates are a material factor in a successful project; and

WHEREAS, EDS and its affiliates have participated in the financing, development and construction of numerous infrastructure projects and facilities, including projects within the City of Pittsburg; and

WHEREAS, the Project and any necessary entitlements, including the potential transfer and sale of the Option Properties, will be the subject of environmental review under the California Environmental Quality Act (Public Resources Code Sections 21000, et seq.) ("CEQA") and require numerous discretionary approvals and agreements; and

WHEREAS, nothing in the approval of this Project Development Agreement shall constitute a commitment by the City and/or PPC to approve CEQA documentation or land use or any other entitlements or agreements concerning the Project, which shall follow applicable development ordinances and regulations and laws; and

WHEREAS, on August 19, 2019, the City Council and PPC Board considered and approved this Project Development Agreement, determining that it would be in the best interests of City and PPC, support of the health, safety and general welfare of the citizens of the City for Pittsburg, and support the development of the Project, fully subject to the City's exercise of its environmental review and land use discretion as required under CEQA and other applicable laws.

NOW, THEREFORE, the PPC Board of Directors finds and determines as follows:

Section 1. Findings

- A. The PPC Board of Directors hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the PPC Board set forth below.
- B. Execution of this Project Development Agreement is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The proposed Project Development Agreement does not authorize any physical development or the operation of any activity in any form. Future development of any project shall be fully subject to the City's exercise of its environmental review and land use discretion as required under CEQA and other applicable laws.
- C. PPC, as applicable, has key elements of jurisdiction or authority concerning the Project Development Agreement and Project, including, without limitation:
 - 1. The authority to conduct activities as a municipal utility under Article 11, Section 9(a), of the California Constitution, including the furnishing of

power outside its boundaries;

2. The authority to own and operate a transmission and distribution system to supply power to the Project;

D. The nature of this Project Development Agreement, the project assets (meaning all tangible and intangible property necessary for the construction and operation of the Project, including, without limitation, land and land rights; easements; construction materials; permits; certificates; entitlements; other governmental approvals or authorizations; design and construction plans and documents; fully or partially constructed portions of the Project; and all engineering, procurement, and construction contracts or other contracts being used for the construction, operation, maintenance, management or any other purpose related to the Project) – including, without limitation, EDS’s role and responsibilities outlined within Article 4 and the contracts for services described in Sections 7.5.1 and 7.5.2 of the approved Project Development Agreement – and the option contained within the Project Development Agreement are such that competitive proposals would be impossible and unavailing and would not produce advantage in the public interest, nor obtain the best economic result for the public.

Section 2. Decision

The Pittsburgh Power Company Board of Directors hereby approve the Project Development Agreement between the City of Pittsburgh, Pittsburgh Power Company, and Energy Delivery Solutions LLC.

Section 3. Execution of Agreement

The Executive Director is hereby authorized to execute the Project Development Agreement and take any and all other actions necessary to carry out this Resolution.

Section 4. Certification

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

Section 5. Effective Date

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Pittsburg Power Company Board of Directors at a regular meeting on the 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

PROJECT DEVELOPMENT AGREEMENT PITTSBURG TECHNOLOGY PARK

This PROJECT DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 19th day of August, 2019 ("Effective Date"), by the CITY OF PITTSBURG, a municipal corporation ("City"); PITTSBURG POWER COMPANY, a joint powers authority ("PPC"); and ENERGY DELIVERY SOLUTIONS LLC, a Delaware limited liability company ("Company").

RECITALS

This Agreement is based upon the following facts:

Capitalized terms in these Recitals have the meanings described in Article 1 of this Agreement.

WHEREAS:

- A. The City has general municipal jurisdiction over the territory within its boundaries. The City wishes to facilitate economic development efforts and to expand its tax base and employment opportunities for its residents, while retaining its discretion to review and consider potential approval of development projects.
- B. Communities in California are sometimes in competition with other communities in California or in other states for locating new economic development opportunities, especially those concerning a technology park that may include data centers and other advanced technology facilities. Those opportunities have sometimes been lost to nearby cities or states that provide for property and sales and use tax incentives and that do not provide for or require green power or carbon pricing prevalent and to the level desired in California.
- C. PPC is a municipal utility which has provided retail gas and electric services since 1997. PPC wishes to explore opportunities to provide additional service to potential customers for new load, and thus potentially expand the number and size of base load customers requiring new load.
- D. The Parties have previously entered into that certain "City of Pittsburgh, Pittsburgh Power Company and Energy Delivery Solutions LLC Exclusive Negotiating Rights Agreement" dated August 1, 2017 (the "ENRA"), that certain "Reimbursement and Indemnification Agreement" dated August 1, 2017 ("Reimbursement Agreement"), and that certain "Confidentiality Agreement" dated August 1, 2017 (the "Confidentiality Agreement").

Consistent with the ENRA, Company wishes to pursue development of a technology park on one or more of the Option Properties as defined in the Option Agreement, as further described below. The technology park would include one or more data centers consisting of facilities used to house information technology equipment including computers, telecommunications, auxiliary power and storage systems, as further described in the ENRA (the "Project").

- E. City is located within Contra Costa County and is in possession of an approximate 101-acre tract of land which it has set aside for economic development. In discussions with the Company it has been determined that such land would be suitable for development as a technology park and other related uses. City and Company have also determined that the City, through PPC, in conjunction with Company, may potentially be able to provide power to these users at rates below those of competing energy providers for such new load. The City, PPC, and Company have determined that such favorable rates of power should attract technology park users and operators.
- F. Accordingly, the parties entered into the Option Agreement ("Option Agreement") on the June 5, 2018, pursuant to which the Option Properties (as defined in the Option Agreement) could be transferred and sold to Company under the terms and subject to the provisions of the Option Agreement.
- G. The Parties intend in this Agreement to set forth terms and conditions concerning the development of the Project and the respective roles of Company, the City and its municipal utility, PPC. The Project, including the potential transfer and sale of the Option Properties, will be the subject of environmental review under the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.*) ("CEQA") and require numerous discretionary approvals and agreements. Nothing in this Agreement shall constitute a commitment by the City and/or PPC to approve CEQA documentation, land use or any other entitlements or agreements concerning the Project, which shall follow applicable development ordinances and regulations and laws.
- H. The Parties further intend to set forth in this Agreement the terms and conditions pursuant to which: (1) Company will obtain and manage one or more power purchase agreements; (2) the City, through PPC, will provide retail power to Company and its assignees; (3) the City will rebate to Company or its assignee a portion of the gross revenue from power sales; (4) the City will provide, or reasonably assist Company in making arrangements with other public agencies to provide, water to the Project;

- (5) Company will have the exclusive assignable right to finance the transmission and distribution infrastructure to serve load on the Option Properties; and (6) Company will have the exclusive assignable right to enter into an Operation and Maintenance (O&M) Agreement to provide all services needed to operate and maintain the energy infrastructure and delivery of power to serve load on the Option Properties.
- I. The Parties have also discussed the City's intent to provide lowered sales and use and property taxes to attract users to the Project and agreed that such favorable rates are a material factor in successfully establishing a technology park and attracting data centers. Accordingly, this Agreement provides for the use of sales and use and property tax incentives to further the objectives of the Parties, as allowed by law.
 - J. Company and its Affiliates have participated in the financing, development and construction of numerous infrastructure projects and facilities.
 - K. Company wishes to develop the Project as a technology park which may include data centers and, possibly, other commercial activities to provide economic benefits and to create load for power to be provided by the City through PPC.
 - L. City has key elements of jurisdiction or authority concerning the Project, including, without limitation:
 - 1. The authority to conduct activities as a municipal utility under Article 11, Section 9(a), of the California Constitution, including the furnishing of power outside its boundaries;
 - 2. The authority to own and operate a transmission and distribution system to supply power to the Project;
 - 3. The jurisdiction under the State Planning and Zoning Law (California Government Code Sections 65000, *et seq.*) to exercise land use jurisdiction over the real property used for Project facilities within the City's boundaries, including the adoption of an ordinance approving a land use development agreement under Government Code Sections 65864, *et seq.*;
 - 4. Jurisdiction under the Franchise Act of 1937 (California Public Utilities Code Sections 6201, *et seq.*) to grant a franchise to use public streets and rights-of-way for facilities for the transmission of electricity;

5. Authority to sell, and grant a lease, easement, license or other interest in real property owned by City;
 6. Jurisdiction under the Eminent Domain Law (California Code of Civil Procedures Sections 1230.010, *et seq.*) to acquire real property interests to accommodate Project facilities, both within and outside City's boundaries, extraterritorial condemnation having been expressly authorized by Section 1240.125 of such law; and
 7. Authority under the CEQA Guidelines (Title 14, California Code of Regulations Section 15051(b)) to act as Lead Agency and evaluate potential environmental impacts of the Project and adopt appropriate mitigation measures.
- M. PPC has been engaged in the exercise of municipal utility jurisdiction since approximately 1997. PPC has been involved in numerous contractual and service-provider relationships concerning the acquisition, transmission, and distribution of electricity.
- N. On August 19, 2019, the City Council and PPC Board approved this Agreement, determining that it would be in the best interests of City and PPC and in support of the health, safety and general welfare of the citizens of the City for Pittsburg to support the development of the Project, fully subject to the City's exercise of its environmental review and land use discretion as required under CEQA and other applicable laws.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants, representations and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS

The following words and phrases are used as defined terms throughout this Agreement and each such term shall have the meaning set forth in this Article.

1.1. "Affiliate" of a specified person or entity means any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the person or entity specified. For purposes of the foregoing, "control," "controlled by," and "under common control with," with respect to any person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and

policies of such person or entity, whether through the ownership of voting securities, partnership or member interests, by contract, or otherwise.

1.2. "Agreement" means this Project Development Agreement.

1.3. "Best Reasonable Efforts" means reasonably prompt, substantial, and persistent efforts in a manner that is commercially, technically, legally, ethically, and financially reasonable in order to achieve the intent and purposes of this Agreement, but that does not require extraordinary or unusual actions that would not be reasonable under the circumstances.

1.4. "CEQA" means the California Environmental Quality Act (California Public Resources Code Sections 21000, *et seq.*) and the related California Code of Regulations Sections 15000 *et seq.* (the **"CEQA Guidelines"**), as amended from time to time.

1.5. "City" means the City of Pittsburg, a general law city and a California municipal corporation.

1.6. "City Authorizing Resolution" means the resolution approving this Agreement, adopted by the City Council.

1.7. "City Clerk" means the duly elected and serving City Clerk of the City.

1.8. "City Council" means the duly elected and constituted governing council of the City.

1.9. "Company" means Energy Delivery Solutions LLC, a Delaware limited liability company.

1.10. "Days" means calendar days, not business days.

1.11. "EIR" means an environmental impact report prepared pursuant to CEQA.

1.12. "EIS" means an environmental impact statement prepared pursuant to NEPA.

1.13. "Effective Date" means the date on which both the City Authorizing Resolution and the PPC Authorizing Resolution have been adopted.

1.14. "Encumbrance" means a mortgage, deed of trust, or any other device by which the Project Assets or any portion thereof, secure a loan or indebtedness. To **"Encumber"** means to create an Encumbrance.

1.15. "Entitlements" means all grants of authorization to develop real property and the statutes, ordinances, plans, decisions, resolutions, permits,

rules, regulations, and official policies that must be complied with and/or issued as a condition to and in accordance with authorization for development of real property for the Project. Examples of "Entitlements" include a general plan amendment, zoning map and/or text amendments, subdivision maps, conditional use permits, municipal code and zoning ordinance provisions, site plans, development agreement, development plans, design reviews, variances, building permits, certificates of occupancy, and amendments to any of the above. The term "Entitlements" is not dependent on the nature (such as legislative, quasi-judicial, ministerial or administrative) of the matter in question.

1.16. "EPC Contract" means a contract for the engineering, procurement, and construction of a portion of the Project.

1.17. "Estoppel Certificate" means a writing, signed by the Party issuing it, certifying that: (i) this Agreement is in full force and effect and is a binding obligation of that Party; (ii) this Agreement has not been amended or modified either orally or in writing or, if amended or modified, describing the amendments; (iii) all consents required to be given by the Party have been given; (iv) to the knowledge of the Party, no default in the performance of the requesting Party's obligations under the Agreement exists or, if a default does exist, the nature and amount of any default; and (v) certifying to such other matters as the requesting Party may reasonably request.

1.18. "Force Majeure Event" means any cause beyond the reasonable control of a Party which renders it unable to perform a given obligation hereunder, and includes, without limitation, failure of or imminent threat of failure of facilities due to flood, earthquake, volcanic activity, tsunami, tornado, storm, fire, pestilence, lightning, and other natural catastrophe, epidemic, war, riot, civil disturbance or disobedience, vandalism, strike, labor dispute, labor or material shortage, sabotage, terrorism, restraint by court order or public authority, and action or non-action by, or inability to obtain the necessary authorizations or approvals from, any governmental agency (not meant to include Pittsburg) or authority, which by exercise of such Party's Best Reasonable Efforts could not reasonably have prevented and which by the exercise of such Party's Best Reasonable Efforts cannot be overcome.

1.19. "FONSI" means a finding of no significant impact under NEPA.

1.20. "Lead Agency" means the public agency that has primary responsibility for decisions regarding the proper environmental review for a project, as defined in CEQA.

1.21. "NEPA" means the National Environmental Policy Act (42 United States Code Sections 4321, *et seq.*).

1.22. “Operating Memorandum” means a separate agreement entered into by two or more Parties to implement some aspect of this Agreement in furtherance of the Project, as described in Article 6.

1.23. “Party” means either City, PPC or Company.

1.24. “Parties” means City, PPC and Company, collectively.

1.25. “Pittsburg” means City and PPC, collectively.

1.26. “Pittsburg Indemnitee” means City, PPC, all of their respective Affiliates, and all of their and their Affiliates’ respective directors, officers, partners, elected officials, appointed officials, members, contractors, lenders, agents and employees.

1.27. “Power Purchase Agreement” (or “PPA”) means an agreement by which electric power is procured from one or more suppliers for PPC to supply to the Project.

1.28. “PPC” means the Pittsburg Power Company, a joint powers authority. If at any time PPC is no longer organized as a joint powers authority, then “PPC” shall refer to that City department that continues to carry out the City’s jurisdiction to operate a municipal gas and electric utility, and City shall cause such department to so operate in order to carry out PPC’s rights and responsibilities under this Agreement.

1.29. “PPC Authorizing Resolution” means the resolution approving this Agreement, adopted by the PPC governing board. If PPC is no longer organized as a joint powers authority at the time the City Authorizing Resolution is adopted, then that resolution shall also constitute the PPC Authorizing Resolution.

1.30. “PPC Option” means the option for PPC to acquire the Transmission and Distribution Assets.

1.31. “Project” means the technology park as described in Article 2, and any Transmission and Distribution Assets developed by the Company for transfer to PPC.

1.32. “Project Assets” means all tangible and intangible property necessary for the construction and operation of the Project, including, without limitation, land and land rights, easements, construction materials, permits, certificates, Entitlements, other governmental approvals or authorizations, design and construction plans and documents, fully or partially constructed portions of the Project and all EPC Contracts or other contracts being used for the construction, operation, maintenance, management or any other purpose related to the Project.

1.33. “Project Contracts” means this Agreement, the Purchase and Sale Agreement, any Operating Memoranda, and any other agreement entered into by and between the Parties concerning the Project or contemplated under this Agreement.

1.34. “Purchase and Sale Agreement” means an agreement entered into between City or PPC and Company for the acquisition of the Transmission and Distribution Assets.

1.35. “Recitals” means letter paragraphs A through N, above.

1.36. “Retail Power Agreement” (or “RPA”) means an agreement by which PPC provides electric power to an end-use customer within the Project.

1.37. “Transmission and Distribution Assets” shall mean any transmission and distribution assets required to be constructed for PPC to serve load for the Project.

ARTICLE 2.

DESCRIPTION OF THE PROJECT

The Project is the development of a technology park on the Option Properties anticipated to include the siting of one or more data centers. A data center is a facility used to house information technology equipment including computers, telecommunications, and storage systems. A data center includes redundant or backup power supplies, redundant data communications connections, environmental controls, and various security devices. The Project is also anticipated to include Transmission and Distribution Assets.

ARTICLE 3.

GENERAL COOPERATION

3.1. Cooperation of the Parties. Each Party agrees to work together in good faith with the other Parties during the term of this Agreement and use its Best Reasonable Efforts to carry out its obligations hereunder. Each Party agrees to use its Best Reasonable Efforts to (a) cooperate with the other Parties in all material respects; (b) identify and resolve all issues concerning implementation of this Agreement; and (c) otherwise take all reasonable steps and perform all reasonable actions necessary to accomplish the purposes and intent of this Agreement.

3.2. Project Consultation Committee. A Project Consultation Committee shall be established to facilitate regular communication and coordination concerning Project activities and provide a forum for review and consultation with the City. Consultation shall address such topics as Project design and capacity; selection of technology; selection of potential and preferred

routes for Transmission and Distribution Assets and other infrastructure; preparation of environmental documents; processing of contracts (including, without limitation, those contracts described in Articles 7 and 8; and obtaining rights of way, among other subjects). Each Party shall designate representatives to participate in the committee. The committee shall meet as often as the representatives deem necessary, and upon the request of Company's Representative or Pittsburgh's Representative, as defined within sections 3.3 and 3.4, at such times and places as they agree. The Parties recognize and acknowledge that it is in their mutual best interests when each Party uses its Best Reasonable Efforts to engage in meaningful consultation that is reasonably anticipated to assist in achieving their shared and respective objectives as described in this Agreement; however, the Parties further recognize and agree that defining a degree of consultation for purposes of contractual enforcement is not practicable and that, accordingly, no claim, right or cause of action shall accrue to any Party based on its assertion of alleged insufficiency of such consultation by any other Party.

3.3. Company's Representative. President Sean O'Reilly is designated as Company's Representative, who is authorized to take actions to implement this Agreement on behalf of Company. He may in turn designate to Pittsburgh in writing such other Company staff as he deems appropriate to assist in implementing this Agreement, along with their permissible scope of authority. Depending on the issues to be reviewed or the decisions to be made by the committee at any particular meeting, Company's Representative shall bring to the meeting such other Company staff as may be necessary to reach the required result. Pittsburgh shall be entitled to rely upon the instruction, direction, approval or request of Company's Representative and his designees. Company may change its representative or designees at any time by prior written notice to Pittsburgh.

3.4. Pittsburgh's Representative. The City Manager of City, when referring to the City, and Executive Director, when referring to PPC, is designated as Pittsburgh's Representative, who is authorized to take actions to implement this Agreement on behalf of the City and PPC. The City Manager/Executive Director may in turn designate to Company in writing such other City staff as he deems appropriate to assist in implementing this Agreement, along with their permissible scope of authority. Depending on the issues to be reviewed or the decisions to be made by the committee at any particular meeting, Pittsburgh's Representative shall bring to the meeting such other Pittsburgh staff as may be necessary to reach the required result. Company shall be entitled to rely upon the instruction, direction, approval or request of Pittsburgh's Representative and his or her designees. Pittsburgh may change its representative or designees at any time by prior written notice to Company.

ARTICLE 4.

COMPANY'S ROLE AND RESPONSIBILITIES

4.1. Developer and Project Manager. Company is the developer and manager of the Project, with the right and responsibility to make decisions regarding the Project typically vested in an owner, developer and project manager, including, without limitation, Project design studies and work; application for and pursuit of approval for necessary permits, financing, development, underwriting and contracting; material and equipment acquisition; implementation of required environmental mitigation; land acquisition; construction; and as further described in this Article.

4.2. Ownership. Company is the owner of the Project, subject to PPC's Option to acquire the Transmission and Distribution Assets.

4.3. Project Feasibility. Company may perform such feasibility analyses as it deems appropriate and reevaluate Project feasibility from time to time in its discretion.

4.4. Project Design and Capacity. Company shall have the right and responsibility to determine Project proposed design, scope and capacity, subject to the lawful jurisdiction of governmental entities including, without limitation, City's jurisdiction over design review/master plan provisions and other zoning and land use entitlements.

4.5. Selection of Technology. Company shall have the right and responsibility to determine Project specifications and select the technology and corresponding equipment and material for use in the Project, from among competing vendors and manufacturers, and to award contracts to vendors; provided that with respect to Transmission and Distribution Assets, the Company will use good utility practice and consult with the City and PPC.

4.6. Preparation of Environmental Document. Company and City shall consult concerning City's role as Lead Agency under CEQA, as further described in Section 5.1. City, exercising its lawful discretion under CEQA, may conclude that an EIR is required for the Project. If City reaches that conclusion, Company shall have the right, at its discretion, to cause a draft EIR to be prepared by a consultant retained by Company, subject to independent evaluation by City, consistent with CEQA Guidelines Section 15084(d)(3). Company shall also have the right, as further described in Section 5.1, to prepare drafts of any other documents in the environmental process for City's review and independent exercise of judgment concerning the sufficiency thereof. City shall be entitled to retain its own independent consultant, for which City shall be reimbursed under the Reimbursement Agreement, and who shall be regularly and reasonably informed of the progress and who shall be involved to the extent necessary to conduct an appropriate independent review of the draft EIR/EIS on

behalf of the City without the need to duplicate any significant time and effort. The City shall have the authority to provide technical and substantive direction to Company's consultant in the preparation of an EIR and other environmental documents.

4.7. Application for Governmental and Regulatory Approvals.

Company shall submit an application for, and pursue approval of, any permit, license, Entitlement or other approval required for the Project by any governmental agency. City shall cooperate with and use its Best Reasonable Efforts to assist Company in applying for and obtaining any such approvals, permits, licenses, or Entitlements from other governmental entities, and the City will process all such applications submitted to it pursuant to the applicable codes and ordinances.

4.7.1. City Approvals.

Company and City shall consult to determine what City Entitlements and other approvals are required for the Project. Company shall apply for any necessary City Entitlements and approvals, and City shall process such applications in conformance with applicable law. Nothing in this Agreement shall be deemed to require City to act on an application to a particular outcome. The Parties recognize that City shall exercise such jurisdiction and discretion as is lawfully vested in it as to each application concerning the Project.

4.7.2. Land Use Development Agreement.

While not a required land use approval, Company may apply to City for approval of a land use development agreement pursuant to California Government Code Sections 65864, *et seq.* Approval of such agreement shall be subject to City's exercise of discretion as provided by law. Notwithstanding the foregoing, Company and City may determine that such an agreement is not required for the Project.

4.7.3. Additional Government Approvals and Permits.

Company shall apply for Entitlements and any other approvals or permits required for the Project by any other governmental agencies.

4.8. Negotiation and Documentation of Rights-of-Way.

Company shall negotiate and document any lease, easement, license, permit, right-of-way, or franchise necessary for the Project.

4.9. Development Costs.

Company shall be responsible for paying its own development costs that it determines are necessary for the Project and shall have the sole discretion to determine whether and when a particular expense should be incurred; subject to the terms of this Agreement. Company shall also be responsible for reimbursing the City's costs consistent with the terms of the Reimbursement Agreement. Company shall reimburse the City the reasonable costs for third party evaluations, including but not limited to, power purchase assessments of the Project. Nothing in this Agreement shall require Company to fund development costs beyond the date notice of Company's decision to

withdraw from the Project and terminate this Agreement under the terms of Article 13 is received by City or PPC, subject to liabilities covered by Section 5.4.5, and excepting any costs which have already been incurred and are legally payable.

4.10. Operating Costs. Company (or a third party who acquires all or a portion of an Option Property from Company by sale or lease) shall be responsible for all expenses relating to the operation and maintenance of the Project, including but not limited to taxes (such as business, real property, use, and sales taxes), assessments, land maintenance and security, and any other fees or exactions payable to other state and local jurisdictions within which any of the Project Assets are located and any necessary contracts covered under Article 7. Company shall not be responsible for any operation and maintenance costs associated with the Transmission and Distribution Assets after such Assets are transferred to PPC pursuant to a Purchase and Sale Agreement or otherwise except pursuant to the terms of any O&M agreement between Company or its Affiliates and City and/or PPC.

4.11. Financing and Encumbrances. No Encumbrance may be placed on the Transmission and Distribution Assets unless approved by Pittsburg. Notwithstanding any other provision of the Agreement, Company shall not Encumber any City or PPC property unless approved by City or PPC.

4.12. Departing Load Costs. Departing load costs shall be included in tariffed/contracted rates and payable by the end use customer. The City and/or PPC shall collect from customer and pay departing load costs through such collected amounts, but in no event shall City/PPC be liable for departing load costs.

4.13. Company's Responsibility Regarding Maintenance of Infrastructure Constructed by the Project. Upon establishment of one or more maintenance or other types of districts by the City to help fund the maintenance of project-created infrastructure, Company shall agree to annex Option Properties into said districts, and shall agree that any owner of any such Option Properties shall pay its assessment as to each such owned property. The City shall consult with Company as to the formation of one or more districts as described in this section. No such districts shall be formed to provide maintenance services as to any Option Properties for which Company has not yet exercised its Option without Company's consent. Upon such formation, and to the extent required to maintain project-created infrastructure on properties for which Company has not yet exercised its Option, Company shall reimburse City for annual maintenance assessments. Such obligation shall continue for the life of the Option Agreement or this Project Development Agreement, whichever is longer.

4.14. Management of Project Documents. Company shall have the right to retain any and all of Company's documents associated with the Project at its offices in San Francisco, except those documents Company provides to the City in furtherance of its obligations hereunder. The execution of the Project Contracts and all documents related to the development of the Project shall be signed in Pittsburg. The City (and its advisors and consultants) shall have the right to review other Project documents (excluding documents protected from disclosure as attorney work-product or subject to the attorney-client privilege, or internal memoranda of Company or its Affiliates) at reasonable times, upon reasonable notice and in accordance with the Confidentiality Agreement executed by the Parties. In no event shall the City be deemed to own or have custody of Project documents created by or on behalf of and retained by Company and not provided to the City in connection with its obligations hereunder. Company shall retain ownership, custody and control of all Project documents it retains. Documents that the City reviews at Company's offices shall not be considered as having been provided to the City under this section.

4.15. Media Relations. Company shall prepare all press releases issued by the Parties on the Project, subject to the advance approval of City Representative, which shall not be unreasonably withheld or delayed. City Representative shall act on a proposed press release within five (5) business days.

4.16. Schedule. Company shall have the right and authority to establish its preferred schedule for the Project, in consultation with City. As of the Effective Date, Company anticipates commencement of review under CEQA in 2019; the completion of permitting and development activities and commencement of construction for the first data center in 2020; and completion of construction and commencement of commercial operation of the first data center in 2021.

4.17. Limitation on Company's Role. In no event shall Company have, or be deemed to have, responsibility for management of the Transmission and Distribution Assets owned by the City or PPC in connection with this Project solely by its fulfillment of obligations under this Agreement for any other purpose whatsoever, except to the extent such responsibilities are contractually assumed by the Company or its Affiliates pursuant to an O&M contract.

ARTICLE 5.

PITTSBURG'S ROLE AND RESPONSIBILITIES

5.1. Environmental Review. City shall act as Lead Agency for the Project for purposes of conducting environmental review under CEQA, with its costs and expenses reimbursed as provided in the Reimbursement Agreement. Upon Company's request, and upon consultation with City and the appropriate federal agency or agencies, City's environmental review shall result in a joint NEPA/CEQA document.

5.1.1. Applications. Company shall apply to City for one or more discretionary Entitlements or approvals within City's jurisdiction. City shall use its Best Reasonable Efforts to determine whether the application is complete within thirty (30) Days.

5.1.2. Initial Study. The Parties anticipate that City will conclude that an EIR will be prepared for the Project, and thus acknowledge that an initial study would not be legally required. However, Company may in its discretion prepare, and submit for City's independent evaluation and possible use, a draft environmental checklist form as described in CEQA Guidelines Appendix G. If City concludes that an EIR will be prepared, City shall issue a notice of preparation as soon as reasonably practicable. Company may in its discretion prepare, and submit for City's independent evaluation and possible use, a draft notice of preparation.

5.1.3. Draft EIR. Assuming City determines that an EIR will be prepared for the Project pursuant to CEQA, Company may in its discretion elect to have Company's consultant prepare the draft EIR pursuant to CEQA Guidelines Section 15084(d). Any such draft EIR will be subject to City's independent evaluation of its sufficiency. Company may in its discretion prepare, and submit for City's independent evaluation and possible use, proposed responses to comments on the draft EIR. If Company has requested preparation of a joint NEPA/CEQA document, Company may prepare the EIR as a joint EIR/EIS, or as a joint EIR/FONSI, in consultation with City and the appropriate federal agency or agencies.

5.1.4. Completion of Review. City shall use its Best Reasonable Efforts to complete its review of the Project under CEQA and, as appropriate, NEPA, as soon as practicable, and in any event within the times required by law. Company shall instruct its consultant to provide the City and its consultant with any and all documentation and written information relied on by Company's consultant and necessary for City to conduct a meaningful review of the draft EIR as provided in Section 4.6.

5.1.5. Environmental Review Process. Upon Company or City's request, City and Company shall negotiate and execute an Operating Memorandum to govern the CEQA and, as appropriate, NEPA process consistent with this Section 5.1. Any such memorandum shall be consistent with NEPA (as appropriate), CEQA and the CEQA Guidelines, and shall serve to aid the Parties in expeditiously completing the environmental review process.

5.1.6. Additional Environmental Studies. At the City's request and during the entitlements process, Company shall cause to have prepared any study deemed necessary by City or City's CEQA consultant to address potential negative environmental impacts resulting from the Project, as well as potential negative environmental impacts on the Project resulting from the existing environment if it is reasonably determined that the Project would be in

conflict with standards established within the City of Pittsburg General Plan, Pittsburg Municipal Code, or any established regional, state, or federal thresholds of significance.

5.1.7. Lead Agency Status. If City's status as Lead Agency is disputed, Company may in its discretion and in consultation with City submit the matter to the State Office of Planning and Research for resolution pursuant to CEQA Guidelines Section 15053. City may participate in any such submittal and advocate in support of resolving the matter in favor of City as Lead Agency.

5.1.8. No Obligation to Recommend Approval. Nothing in this Agreement shall be deemed to require City staff to recommend adoption of any CEQA and, as applicable, NEPA documentation and/or Statement of Overriding Considerations, or to require City to exercise its discretion on any documentation described in this agreement to a particular outcome.

5.1.9. Indemnification of City. To the fullest extent provided by applicable law, Company shall defend, indemnify and hold harmless City from and against all liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees) arising out of a legal challenge to the validity of any and all environmental documentation.

5.2. Discretionary Land Use Approvals. Company shall apply for, and City shall process, applications for discretionary land use approvals as described in this Section.

5.2.1. Approvals Required. Company and City shall consult to determine the specific approvals required for the Project under the City of Pittsburg Municipal Code. Company shall submit applications for such approvals as soon as reasonably practicable.

5.2.2. Land Use Development Agreement. While not a required land use approval, Company may apply to City for approval of a land use development agreement pursuant to California Government Code Sections 65864, *et seq.* City shall process any such application concurrently with other applications for required land use approvals.

5.2.3. Processing Approvals. City shall use its Best Reasonable Efforts to process and act upon Company's applications as soon as reasonably practicable, upon certification of the necessary environmental document under CEQA.

5.2.4. City's Decisions. Nothing in this Agreement shall be interpreted to require any particular outcome in City's decisions on discretionary land use approvals. The Parties recognize that City is legally vested with the responsibility to evaluate applications on their merits, independently exercise its jurisdiction and reach its decision to approve or disapprove such applications.

5.3. Easements/Franchises. If City determines to approve Entitlements for the Project, and after conducting any proceedings required by law, City shall grant Company encroachment permits subject to payment of established City fees, easements with payment of fair market value or, subject to City's discretion and as allowed by law, franchises (within City owned streets) for the consideration provided for under law (and subject to the provisions of Section 5.5 as applicable), in locations reasonably requested by Company across any City-owned property, for the purpose of furthering the Project or any portion thereof.

5.4. Acquisition by Eminent Domain. The Project may require the acquisition and disposition of property interests within or outside of City's boundaries. Upon Company's request, City shall consider the initiation of proceedings to acquire property for the Project as provided in this Section. City may determine that PPC is the appropriate condemning authority; for convenience, a reference in this Section 5.4 to "City" shall also be to PPC as required by the context. Company recognizes that City's filing a complaint in eminent domain is subject to separate, discretionary decisions of the City Council or PPC Board on the adoption of a resolution of necessity and the approval of an appropriate environmental document under CEQA. City is under no obligation to actually initiate an eminent domain proceeding, since such a decision is legally vested in the City Council or other governing board and cannot be pre-determined by this Agreement.

5.4.1. Company's Request. Company may request City to consider the initiation of eminent domain proceedings, as to any real property interests Company reasonably deems necessary for the Project. Company shall specify any such property with sufficient particularity, including the necessary legal description, to allow City to begin its proceedings.

5.4.2. City's Actions. Upon Company's request and consistent with requirements imposed by law, City may commence all condemnation proceedings, defend inverse condemnation proceedings, and take all other steps and actions necessary to condemn the real property interests necessary for the Project and identified by Company. If the City conveys any such interest to Company, such transfer shall be at no cost except for reimbursement as provided in Section 5.4.3 and as otherwise specifically provided for under this Agreement. City shall consult with counsel designated by Company as its representative as to pending actions, pleadings and case status and otherwise advise Company from time to time of its activities under this Section 5.4, as requested by Company.

5.4.3. Reimbursement. Company shall reimburse City for any and all of the following costs, expenses and liabilities reasonably incurred by City in performing its obligations under this Section 5.4: (a) reasonable fees and disbursements of attorneys, appraisers and other professionals employed or retained by City, subject to the terms and conditions of the Reimbursement Agreement; (b) court costs; (c) statutory deposits; and (d) any final

compensation or negotiated awards which may be rendered or achieved as part of any condemnation proceeding.

5.4.4. Termination of Proceedings. Company may request at any time that City terminate an eminent domain proceeding as to a particular property interest, or settle any claim against City in connection with such a proceeding, including any inverse condemnation claim. City may comply or not with any such request as it sees fit. In either event, however, Company shall not be responsible directly or indirectly for any cost, expense or liability thereafter incurred by City which could have been avoided had City terminated or settled any proceeding or claim as requested by Company. It is agreed that a cost, expense or liability shall not be deemed to be one which could have been avoided by the settlement of a matter as requested by Company unless a settlement of the claim on the basis requested by Company was in fact available to City. Any expenses incurred by City up to the time Company submits its request to terminate the proceedings shall be reimbursed as defined in Section 5.4.3.

5.4.5. Indemnification. To the fullest extent provided by applicable law, and subject to the limitations contained in Section 5.4.4, Company shall defend, indemnify and hold harmless each Pittsburg Indemnatee from and against all liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees) arising out of a termination of an eminent domain proceeding commenced hereunder, or any inverse condemnation proceeding brought against a Pittsburg Indemnatee as a result of any proceedings requested by Company, or any other claim or action for damages brought against a Pittsburg Indemnatee as a result of activity engaged in by a Pittsburg Indemnatee, which activity was necessary under this Section 5.4, except to the extent of such Pittsburg Indemnatee's sole negligence, active negligence or willful misconduct and except as otherwise provided in Section 5.4.4.

5.5. Franchise Agreement. If the Project is legally required to obtain a franchise to cross City streets and rights-of-way, Company shall apply to City for a franchise agreement under the provisions of the Franchise Act of 1937 (California Public Utilities Code Sections 6201, *et seq.*). City shall process Company's application in accordance with the provisions of such act. The terms and conditions of the franchise agreement as submitted to the City Council for its consideration shall be no more burdensome than those set forth in the then-existing franchise agreement for electric transmission facilities with PG&E or its successor-in-interest.

5.6. Application, Processing and Development Impact Fees. Company shall be responsible for compensating City for processing the applications to City described in this Agreement. City and Company shall use their Best Reasonable Efforts (subject to City's exercise of discretion as required by law) to cause the land use development agreement described in Section 5.2.2

to vest in Company during its term the right to be subject only to those fees or exactions on the Project (collectively, "Exactions"), that are in effect on the effective date of such agreement. A waiver of Exactions on the Project may render the Project subject to prevailing wages as provided by law. The vesting of Exactions under the development agreement shall extend to and preclude the use of any constitutional or statutory authority that may now exist or hereafter be established to levy and assess any application, processing or development impact fee as to the Project, or any general or special tax that is not generally applicable to all commercial or industrial property situated within the City. Exactions do not include and are not intended to preclude (a) generally assessed property taxes, (b) generally assessed sales and use taxes, (c) generally assessed franchise fees, or (c) any assessments on Option Properties levied to pay for Project-created infrastructure serving the Project and otherwise consistent with this Agreement.

5.7. Approvals from Other Governmental Agencies. City shall cooperate with and use its Best Reasonable Efforts to support Company's applications for Entitlements and approvals from other governmental agencies including, for example, contracts for delivery of water to the Project.

5.8. Deed Restrictions. City and Company shall cooperate in using their Best Reasonable Efforts to cause the federal government to remove the public use deed restriction applicable to certain Option Properties. or portions thereof.

5.9. City's Responsibility Regarding Maintenance of Infrastructure Constructed by the Project. City understands that operation of the Project may require certain infrastructure, including but not limited to streets, stormwater facilities, and/or trails, which may need to be constructed on Option Properties that may not be optioned for multiple years. City shall reserve the right to establish one or more maintenance districts to help fund the maintenance of infrastructure created as part of the Project.

5.10. Street Naming. City shall reserve the right to name all public and privately-owned streets throughout the development.

ARTICLE 6.

OPERATION OF THE AGREEMENT

6.1. Operating Memoranda. This Agreement requires a close degree of cooperation between Pittsburg and Company. From time to time, and on particular subjects as further described below, the Parties will clarify and provide further detail of their performance obligations under this Agreement. During the term of this Agreement, Pittsburg and Company may at any time agree that such clarifications are necessary or appropriate, in which event they shall accomplish such clarifications through Operating Memoranda approved by the Parties

thereto. Each executed Operating Memorandum shall be consistent with this Agreement and shall be attached hereto. To the extent allowed by state and local law, the City Manager may execute an Operating Memorandum on behalf of City without City Council action; the Executive Director of PPC may execute an Operating Memorandum on behalf of PPC without action by the PPC Board; and Company shall be entitled to rely on any such Operating Memorandum so executed. Notwithstanding the foregoing, nothing in this Section shall prevent the City Manager or Executive Director, in his discretion and in circumstances he deems appropriate, from submitting an Operating Memorandum to the City Council or governing board for approval.

ARTICLE 7.

PRINCIPLE ECONOMIC ELEMENTS OF PROJECT AND FINANCIAL AND ECONOMIC RELATIONSHIP OF PITTSBURG AND COMPANY

7.1. Objective. By this Article 7, the Parties wish to establish the framework for agreeing to the principal economic elements of the Project and the financial, economic and contractual relationships of the Parties.

7.2. Project Power and Water. PPC will provide electric power to the Project on terms and conditions mutually agreeable to PPC and Company, which such terms and conditions shall be set forth in an Operating Memorandum. City will provide, or reasonably cooperate with Company in obtaining supplies of water to the project, on terms and conditions mutually agreeable to City and Company. Those terms and conditions shall also be set forth in an Operating Memorandum.

7.3. Taxes and Rebates. The City will rebate a portion of the net property and net Bradley Burns sales and use taxes received by the City from the Project to incentivize users located in the Project. City shall, with respect to any Parcel, rebate to the landowner or tenant of each Parcel a percentage of the net Bradley Burns sales and use tax, and net property taxes, received by the City as to that Parcel no later than 60 days following its receipt of the funds from the disbursing entity (e.g., County of Contra Costa and State Board of Equalization). This incentive will be structured to incentivize the build-out of the Project. At no such point shall Company receive the incentive.

7.3.1. The net property and net Bradley Burns sales tax incentive shall have a term of 10 years commencing on the recording of the first land sale from Company to an end-user or data center developer.

7.3.2. The following schedule defines the rebate percentage by Year and Rebate Percentage:

Year	Rebate %
1	50
2	50
3	50
4	50
5	50
6	50
7	40
8	40
9	40
10	30

7.3.3. City and Company shall cooperate in negotiations with the County, state and governmental entities to expand the property and sales tax inducements available as to each Parcel. Company agrees to implement the provisions attached hereto as Exhibit “A” and use commercially reasonable, good faith efforts to cause end-users to which it conveys Parcels to implement such provisions. The Parties anticipate implementing the provisions of this Memorandum through a Development Agreement.

7.4. Mello Roos and Enhanced Infrastructure Financing. Further, upon Company’s request, the City will consider and conduct proceedings under the Mello-Roos Community Facilities Act of 1982 (“Act” or “Mello-Roos”) as a financing vehicle for the cost of certain Project infrastructure as permitted under the Act. Company shall reimburse Pittsburg for all costs incurred related to the consideration and conduction of proceedings related to Mello-Roos.

Additionally, City may, at its discretion, pursue establishment of an Enhanced Infrastructure Financing District (“EIFD”) as a mechanism for, among other things, funding infrastructure improvements within the City that serve the Project and may also serve other properties. Company agrees to use its Best Reasonable Efforts to support City’s establishment of an EIFD.

7.5. Transmission and Distribution Assets. Company and PPC shall have certain rights concerning the Transmission and Distribution Assets.

7.5.1. Provision and Financing of Assets. In consultation with City and/or PPC, Company shall have the exclusive, assignable right to design,

contract for, and finance the construction of the Transmission and Distribution Assets, on terms and conditions mutually agreeable to the Parties and set forth in Exhibit “B” of this PDA and consistent with good utility practice. Financing may be accompanied by a security interest in the Transmission and Distribution Assets.

7.5.2. O&M Services. Company shall have the exclusive, assignable right to provide operations and maintenance services for the Transmission and Distribution Assets, on terms and conditions mutually agreeable to Company and PPC and set forth in Exhibit “B” of this PDA and any applicable Operating Memorandum. Up and until such time as PPC is providing O&M Services, PPC shall have no liability nor responsibility for the performance of the Transmission and Distribution Assets.

7.5.3. Power Purchase and Sale Agreements. In consultation with City and/or PPC, Company shall have the exclusive, assignable right to arrange for power procurement under one or more Power Purchase Agreements (“PPA”), and related Retail Power Agreements (“RPA”) with corresponding credit support agreements as necessary for PPC to provide power for the Project. Said credit support agreements are to be in place for the life of each individual PPA. The Parties anticipate that credit support will be provided by the end user under the terms of an RPA. Terms and conditions shall be mutually agreeable to the Parties consistent with Exhibit “B” of this PDA. Up and until such time as PPC is a counterparty to a PPA or RPSA, PPC shall have no liability nor responsibility for the power supplied to the Project.

7.5.4. PPC Option to Purchase. As further described in Article 8, PPC shall have the exclusive option to purchase the Transmission and Distribution Assets for nominal consideration with closing coincident with the commencement of commercial operations, on terms and conditions mutually agreeable to Company and PPC and consistent with Exhibit “B” of this PDA.

ARTICLE 8.

PPC ACQUISITION OF TRANSMISSION AND DISTRIBUTION ASSETS AND COOPERATION IN PROJECT FINANCING

The Parties shall use their Best Reasonable Efforts to negotiate and prepare for submittal to the governing board of City or PPC and subsequent execution a Purchase and Sale Agreement for the acquisition of Transmission and Distribution Assets in the event Company or its Affiliates choose to develop such assets for sale to PPC, within eight (8) months after execution of this Agreement.

The Parties acknowledge that construction and long-term financing for the Project will be arranged by Company and its Affiliates, on such terms and conditions as Company deems appropriate. Such financing for the development,

construction and ownership of the Project, including financing for the Transmission and Distribution Assets, may be arranged with Project lenders, who may finance on a recourse or nonrecourse basis.

ARTICLE 9

JOINT, CONTRIBUTORY OR CONCURRENT NEGLIGENCE

It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any liability attributable to that Party's negligence. The obligations of the Parties under this Article shall survive the termination or expiration of this Agreement, consistent with Section 17.16.

ARTICLE 10.

REPRESENTATIONS AND WARRANTIES

10.1. City's Representations and Warranties. City represents and warrants to Company as of the Effective Date as follows:

10.1.1. City is a municipal corporation, which has been duly formed and organized and is validly existing and in good standing under the laws of the State of California.

10.1.2. City has the power, right and authority to enter into this Agreement and to undertake the actions contemplated hereby.

10.1.3. All requisite action has been taken by City in connection with entering into this Agreement.

10.1.4. The individuals executing this Agreement on behalf of City have the legal power, right and actual authority to bind City to the terms and conditions of this Agreement.

10.1.5. Neither the execution and delivery of this Agreement, nor the incurrence of the obligations herein set forth, nor compliance with the terms of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, agreement, lease or other agreement or instrument to which City is a party or by which any of City's properties may be bound.

10.1.6. This Agreement is, and all documents required hereby to be executed by City, will be valid, legally binding obligations of and enforceable against City in accordance with their terms.

10.1.7. City has all governmental licenses, authorizations, consents and approvals to execute, deliver and perform its obligations under this Agreement.

10.1.8. No City official has a financial interest in this Agreement within the meaning of Government Code Section 1090, nor does any City official who makes or participates in the making of a governmental decision on this Agreement have a conflict of interest under the Political Reform Act (Government Code Sections 81000, *et seq.*). No City official, consultant or advisor is being compensated with a fee that is contingent on or defined by the payment of any sums to City by Company.

10.2. City's Notice. City shall promptly give Company notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by City of any of its representations, covenants or warranties set forth in Section 11.1.

10.3. PPC's Representations and Warranties. PPC represents and warrants to Company as of the Effective Date as follows:

10.3.1. PPC is a joint powers authority, which has been duly formed and organized and is validly existing and in good standing under the laws of the State of California, as and to the extent described in final, binding judgments of the Superior Court of such State.

10.3.2. PPC has the power, right and authority to enter into this Agreement and to undertake the actions contemplated hereby, as and to the extent described in final, binding judgments of the Superior Court of such State.

10.3.3. All requisite action has been taken by PPC in connection with entering into this Agreement.

10.3.4. The individuals executing this Agreement on behalf of PPC have the legal power, right and actual authority to bind PPC to the terms and conditions of this Agreement.

10.3.5. Neither the execution and delivery of this Agreement, nor the incurrence of the obligations herein set forth, nor compliance with the terms of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, agreement, lease or other agreement or instrument to which PPC is a party or by which any of PPC's properties may be bound.

10.3.6. This Agreement is, and all documents required hereby to be executed by PPC, will be valid, legally binding obligations of and enforceable against PPC in accordance with their terms.

10.3.7. PPC has all governmental licenses, authorizations, consents and approvals to execute, deliver and perform its obligations under this Agreement.

10.3.8. No PPC official has a financial interest in this Agreement within the meaning of Government Code Section 1090, nor does any PPC official who makes or participates in the making of a governmental decision on this Agreement have a conflict of interest under the Political Reform Act (Government Code Sections 81000, *et seq.*). No PPC official, consultant or advisor is being compensated with a fee that is contingent on or defined by the payment of any sums to PPC by Company.

10.4. PPC's Notice. PPC shall promptly give Company notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by PPC of any of its representations, covenants or warranties set forth in Section 11.3. Notwithstanding the provisions of Section 11.3, PPC shall not be deemed in default hereof if it is no longer organized as a joint powers authority, in which case PPC shall function as a division of the City and City's representations, covenants and warranties set forth in Section 11.1 shall be applicable to PPC.

10.5. Company's Representations and Warranties. Company represents and warrants to Pittsburg as of the Effective Date as follows:

10.5.1. Company is a limited liability company that has been duly formed and organized and is validly existing and in good standing under the laws of the State of Delaware.

10.5.2. Company has the power, right and authority as a limited liability company to enter into this Agreement and to undertake the actions contemplated hereby.

10.5.3. All requisite action has been taken by Company in connection with entering into this Agreement.

10.5.4. The individuals executing this Agreement on behalf of Company have the legal power, right and actual authority to bind Company to the terms and conditions of this Agreement.

10.5.5. Neither the execution and delivery of this Agreement, nor the incurrence of the obligations herein set forth, nor compliance with the terms of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, Company's articles of incorporation, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, agreement, lease or other agreement or instrument to which Company is a party or by which any of Company's properties may be bound.

10.5.6. This Agreement is, and all documents required hereby to be executed by Company, will be valid, legally binding obligations of and enforceable against Company in accordance with their terms.

10.5.7. Company has all governmental licenses, authorizations, consents and approvals to execute, deliver and perform its obligations under this Agreement, other than permits required to be obtained for construction and operation of the Project.

10.6. Company's Notice. Company shall promptly give Pittsburgh notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Company of any of its representations, covenants or warranties set forth in Section 11.5.

ARTICLE 11.

FORCE MAJEURE AND CONDEMNATION EVENTS

11.1. Force Majeure. Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except the obligation to pay money in a timely manner, if and to the extent that its failure or delay in performance is due to a Force Majeure Event, subject to the provisions of this Section.

11.1.1. Initial Notice. The Party claiming a Force Majeure Event shall give the other Parties written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable (provided that the failure of a Party to provide the notice in a timely manner shall preclude that Party from claiming relief from the Force Majeure Event hereunder only if and to the extent that such failure actually prejudices another Party).

11.1.2. Scope and Duration. The suspension of performance shall be of no greater scope and of no longer duration than are reasonably required by the Force Majeure Event. The Party claiming relief shall use its Best Reasonable Efforts to overcome or mitigate the effects of the Force Majeure Event. When such Party is able to resume performance of its obligations under this Agreement that were precluded by the event, the Party shall provide written notice to the other Parties to that effect, identifying the specific dates during which performance was precluded, and indicating that the Party has promptly resumed its performance hereunder.

11.2. Taking or Condemnation. If all or any portion of the Project Assets is taken by any governmental or other entity under any law or by right of taking, condemnation, eminent domain or other proceeding, then Company shall have the right, at its expense, to appear in such proceeding and to receive the award for all compensable value of any and all Project Assets, and any other of Company's compensable assets as they appear, along with any costs, expenses and damages resulting from such proceeding. Nothing in this Section limits any

right Pittsburg may have to appear in a condemnation proceeding and, at its sole expense, pursue available remedies in the event of condemnation of a property interest of Pittsburg's, provided, however, that any recovery by Pittsburg (except as to an Option Property which has not yet been acquired by Company) shall be subordinate to Company's recovery of full compensation for any of Company's property interests. No portion of any award to Company shall be distributed to Pittsburg, unless the amount of such award exceeds the compensation due for Company's property interests and includes sums to which Pittsburg has a contractual right to recover under the Project Contracts. To the extent either Party receives any amounts or proceeds in connection with such proceedings which are payable in respect to the other Party's interest, the receiving Party agrees to hold any such amounts received by it in trust for the other Party and to promptly pay the same to it. The Parties agree to use their Best Reasonable Efforts in order to carry out the intent of this Section.

ARTICLE 12.

TERM AND TERMINATION

12.1. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on the earliest of (a) twenty (20) years after the Effective Date, or as extended by mutual agreement; (b) the date that either Party formally exercises a right to terminate pursuant to Section 13.2; (c) upon the event described in Section 13.2.3; or (d) such other date as may be agreed upon by the Parties in writing.

12.2. Termination.

12.2.1. By Pittsburg. Pittsburg may terminate this Agreement if (a) Company has defaulted in its performance of a material term under a Project Contract and failed to cure such default after notice as provided in Article 13 (or such other applicable notice provision); or (b) Company becomes bankrupt, as defined in Section 13.2.4.

12.2.2. By Company. Company may terminate this Agreement at any time it determines, in its sole discretion, to withdraw from and cease pursuing the Project. In addition, Company may terminate this Agreement at any time if City or PPC (a) has defaulted in its performance of a material term under a Project Contract and failed to cure such default after notice as provided in Article 17 (or such other applicable notice provision); or (b) becomes bankrupt, as defined in Section 13.2.4.

12.2.3. Judgment. This Agreement shall be terminated upon entry, after all appeals have been exhausted, of a final judgment or issuance of a final order directed to Pittsburg as a result of any litigation to set aside, withdraw, or abrogate the approval of the City Council or PPC Board of this Agreement; provided, however, that in such event, the Parties shall use their

Best Reasonable Efforts to negotiate in good faith and enter into a contractual relationship intended to preserve to the extent practical the original intent of the Parties and to restore the balance of burdens and benefits as described in this Agreement.

12.2.4. Bankruptcy. For purposes of this Section, “bankrupt” means a situation in which (a) a Party files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future applicable law relating to bankruptcy, insolvency, or other relief for debtors, or seeks or consents or acquiesces in the appointment of any trustee, receiver, conservator or liquidator of such Party or of all or any substantial part of its properties (the term “acquiesce” as used in this definition, to include the failure to file a petition or motion to vacate or discharge any order, judgment or decree within fifteen (15) Days after entry of such order, judgment or decree); (b) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against any Party seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future bankruptcy law or law relating to insolvency or other relief for debtors, and such Party acquiesces in the entry of such order, judgment or decree or such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) Days (whether or not consecutive) from the date of entry thereof, or any trustee, receiver, conservator or liquidator of such Party or of all or any substantial part of its property is appointed without the consent or acquiescence of such Party and such appointment remains unvacated and unstayed for an aggregate of sixty (60) Days, whether or not consecutive; (c) a Party evidences its inability to pay its debts as they mature; (d) a Party gives notice to any governmental body of insolvency or pending insolvency, or suspension or pending suspension of operations; or (e) a Party makes a general assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.

ARTICLE 13.

DEFAULT

13.1. Default by Company. If Pittsburg determines that Company has not complied in good faith with terms or conditions of this Agreement, Pittsburg shall give written notice to Company stating the manner in which Company has failed to comply and the steps Company must take to bring itself into compliance. If, within sixty (60) Days after such notice, Company does not commence all steps reasonably necessary to bring itself into compliance and thereafter diligently pursue such steps to completion, then Company shall be deemed to be in default hereunder. Pittsburg shall have the right to pursue any remedy at law or equity, including specific performance.

13.2. Default by Pittsburg. If Company determines that Pittsburg has not complied in good faith with terms or conditions of this Agreement, Company shall give written notice to Pittsburg stating the manner in which Pittsburg has failed to comply and the steps Pittsburg must take to bring itself into compliance. If, within sixty (60) Days after such notice, Pittsburg does not commence all steps reasonably necessary to bring it into compliance and thereafter diligently pursue such steps to completion, then Pittsburg shall be deemed to be in default. Company shall have the right to pursue any remedy available at law or equity, including specific performance.

13.3. Pursuit of Dispute Resolution. Nothing in this Article shall preclude a Party from seeking dispute resolution under Article 15 during the time in which a notice to cure a default is pending.

ARTICLE 14.

DISPUTE RESOLUTION

14.1. Initiation. To commence a dispute resolution proceeding, a Party shall make written request to the other Party, specifically identifying the nature of the dispute in sufficient detail to allow for immediate evaluation and resolution. A Party shall have worked to resolve the matter through the Project Consultation Committee before commencing a formal dispute resolution under this Article.

14.2. Attempted Resolution. The Parties shall first use their Best Reasonable Efforts to consider all reasonable approaches in attempting to resolve a dispute through negotiation. Such efforts shall include, at a minimum, at least two (2) meetings that include personal participation of Company's President, Chief Executive Officer or Chief Operating Officer (or comparable senior officer), and the City Manager and the Executive Director of PPC (if such official is not also the City Manager, and if PPC is involved in the dispute).

14.3. Mediation. If a dispute is not resolved within thirty (30) Days after receipt of notice of the written request by the responding Party, the Parties shall seek expeditious mediation by a neutral third-party. If the Parties are unable to agree upon a mediator, then they shall jointly request designation of a mediator by the Judicial Arbitration and Mediation Service (JAMS), its successor, or another mutually agreeable private mediation service. Mediation shall be commenced and completed within forty-five (45) Days after completion of the thirty (30) Day period for attempted resolution by the Parties. The cost of the mediator shall be borne equally by the Parties. If mediation does not resolve the dispute, then either Party may seek judicial review as provided in Article 15.

ARTICLE 15.

JUDICIAL REVIEW

15.1. Initiation of Litigation. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in the Superior Court of the County of Contra Costa, California, unless the Parties to the dispute mutually agree to a form of alternative dispute resolution. Notwithstanding any other provision of this Agreement, a Party shall have the right at any time to apply to the Superior Court of the County of Contra Costa to enjoin a breach of this Agreement.

15.2. Specific Performance. Pittsburg and Company have invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and related activities and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement. It is not possible to determine the sum of money which would adequately compensate a Party for such efforts. For the above reasons, Pittsburg and Company agree that damages would not be an adequate remedy if a Party fails to carry out its obligations under this Agreement and that each Party shall have the right to seek and obtain specific performance as a remedy for breach of this Agreement. Notwithstanding the foregoing, Pittsburg shall have no right to seek specific performance to cause Company to proceed with the development of the Project, or any other remedy in connection with Company's decision not to proceed with the Project.

15.3. Remedies Cumulative. The rights and remedies provided in this Agreement shall not be exclusive but shall, to the extent permitted by law, be cumulative and in addition to all other rights and remedies existing at law, in equity or otherwise, except those rights and remedies which have been waived.

15.4. Limitation on Damages. Notwithstanding any other provision of this Agreement, in no event, whether as a result of breach of contract, tort (including negligence), strict liability or any other cause of action, shall a Party or any of its contractors be liable to another Party for special, indirect, incidental, punitive, exemplary or consequential damages of any nature whatsoever, including loss or damage caused by reason of loss of use, loss of profits or revenue, interest charges, cost of capital, and each Party hereby expressly releases each other Party therefrom.

15.5. Applicability of Review. Any modification, suspension or termination of this Agreement by any Party shall be subject to judicial review unless all affected Parties have consented in writing thereto.

15.6. Attorney's Fees. In any litigation by which one Party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be awarded

reasonable attorneys' fees, together with any costs and expenses (including expert witness and referee costs), to resolve the dispute and to enforce the final judgment.

15.7. Third-party Challenge. The Parties shall cooperate with each other in all reasonable manners and use their Best Reasonable Efforts in order to keep this Agreement in full force and effect. The Parties shall cooperate in defending against any litigation challenging the approval of this Agreement or any provision therein.

15.7.1. Defense of Litigation. In the event of litigation brought by a third-party to the approval or implementation of this Agreement, or any aspect thereof, Pittsburg and Company shall jointly cooperate in the defense. The Parties may, but are not required to, develop an Operating Memorandum to further describe the details of their defense of the litigation. In the event the plaintiff or petitioner obtains a final judgment in its favor in the trial court, the Parties shall decide whether to pursue an appeal. If both Parties wish to appeal, then each shall bear its own attorneys' fees and costs on appeal unless otherwise agreed. If one Party wishes to appeal, but the other does not, then the former Party shall be entitled to pursue the appeal at its sole cost and expense, and shall indemnify the other Party against any cost associated with the appeal. This Agreement shall remain in full force and effect while the third-party litigation, including any appellate review, is pending.

15.7.2. Compliance with Judgment. No Party shall be in breach of this Agreement if it acts in conformance with a final judgment from a court of competent jurisdiction entered because of a third-party challenge.

15.8. Validation. Pittsburg shall use Best Reasonable Efforts to initiate and pursue to final judgment a validation action pursuant to California Code of Civil Procedure Sections 860, *et seq.* confirming the validity and legality of this Agreement. The costs of such an action shall be recoverable as a Reimbursable Expense pursuant to the terms of the Reimbursement Agreement.

ARTICLE 16.

NOTICES

16.1. Manner of Giving Notice. Notices provided under the terms of this Agreement shall be in writing and transmitted by mail, personal delivery, or overnight mail service. Notices to Pittsburg shall be addressed to:

City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565
Phone: (925) 252-4850
Fax: (925) 252-4851

with a copy to:

City Attorney
City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565
Phone: (925) 252-4850
Fax: (925) 252-4851

Notices to Company shall be addressed to:

Energy Delivery Solutions LLC
Attention: Sean O'Reilly
One Letterman Drive, Bldg. C, 5th Flr.
San Francisco, CA 94129
Phone: (415) 291-2290
Fax: (415) 651-9500

with a copy to:

Energy Delivery Solutions LLC
Attention: Cliff Losh
One Letterman Drive, Bldg. C, 5th Flr.
San Francisco, CA 94129
Phone: (415) 291-2290
Fax: (415) 651-9500

16.2. Effective Date of Notices. When personally delivered to the recipient, notice is effective on delivery. When mailed first class, postage prepaid, to the last address of the recipient known to the Party giving notice, notice is effective four mail delivery days after deposit in a United States Postal Service office or mailbox, providing the fourth day lands on a normal business day and not on a federal or State of California holiday. In the event of service by mail and the fourth day lands on a federal or State of California holiday, notice shall be effective on the next business day. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt. When delivered by overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery takes place on a normal business day and is confirmed by the delivery service, otherwise service shall be effective on the next business day. Where service is made by personal delivery, service shall not be effective unless delivery takes place on a normal business day during business hours (between 9:00 AM and 5:00 PM).

16.3. Undeliverable Notice. A correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be deemed effective as of the first date that such notice was refused, unclaimed or deemed undeliverable by the postal authorities,

messenger or overnight delivery service. A Party may not rely on an undeliverable notice unless the Party has also attempted personal or overnight delivery and placed a phone call to the usual business phone number of the other Party in an effort to confirm the current address for service.

16.4. Change of Address. A Party may change its address for notices by giving notice in writing to the other Party as required herein. Thereafter, notices shall be sent to the new address.

ARTICLE 17.

GENERAL PROVISIONS

17.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. With the exception of the Confidentiality Agreement, Reimbursement Agreement, ENRA and any Operating Memoranda entered into pursuant to this Agreement, each of which remains in full force and effect, this Agreement supersedes all previous negotiations, discussion and agreements between the Parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

17.2. Interpretation and Governing Law. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. A reference to a particular person, entity or Party shall include successors in interest to such person, entity or Party. A reference to a particular contract shall include amendments to such contract. In the event of a conflict between a provision of this Agreement and any of the Confidentiality Agreement, the Reimbursement Agreement, the ENRA, the Option Agreement, or any Operating Memorandum entered into hereunder, the following shall apply: the Option Agreement controls over this Agreement, the ENRA controls over this Agreement, an Operating Memorandum controls over this Agreement, and this Agreement controls over the Confidentiality and Reimbursement Agreements. The Parties agree that the laws of the State of California shall govern the construction and implementation of this Agreement. This Agreement shall be deemed to have been entered into, and obligations hereunder to have been incurred and performed, in Pittsburg, California. Each Party specifically stipulates to venue in the County of Contra Costa.

17.3. Severability. Terms of this Agreement shall be severable as set forth in this Section.

17.3.1. Provision of Agreement. If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall at any time or to any extent, be determined by a court or

arbitrator of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforceable, to the fullest extent permitted by law, and interpreted in the manner most consistent with effectuating the Parties' intent.

17.3.2. Jurisdiction of PPC. If for any reason a court of competent jurisdiction (or any other administrative agency legally vested with the jurisdiction to decide such matters) shall determine, by final judgment or order, that PPC lacks the legal capacity to conduct its activities under this Agreement, then the City Council hereby declares its intent to exercise its lawful role as a municipal utility in its own right, and shall fully perform the obligations of PPC hereunder as though it had done so in its own right in the first instance.

17.4. Ambiguities. Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

17.5. Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.6. Headings. The headings in this Agreement are included for convenience only and shall not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties.

17.7. Relationship of the Parties. Nothing in this Agreement shall be construed to create an association, joint venture, trust or partnership, or impose a trust or partnership, or to impose a trust or partnership covenant, obligation or liability on or with regard to any one or more of the Parties. Each Party shall be responsible for its own covenants, obligations and liabilities as herein provided. No Party or group of Parties shall be under the control of or deemed to control any other Party or the Parties as a group. Except as expressly provided in this Agreement, no Party shall be the agent of or have a right or power to bind any other Party without its express consent.

17.8. Intent. The Parties intend that the waivers and disclaimers of liability, releases from liability, and limitations and apportionments of liability expressed throughout this Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of the Party released or whose liability is waived, disclaimed, limited, apportioned or fixed by any such provision, and shall extend to such Party's Affiliates and its and their

directors, officers, shareholders, partners, members, employees and agents. The Parties also intend and agree that such provisions shall continue in full force and effect notwithstanding the completion, termination, suspension, cancellation, rescission or expiration of this Agreement.

17.9. Non-Recourse Obligations. The obligations of each Party under this Agreement shall be without recourse to any of the directors, officers, shareholders, partners, members, employees, agents, board members, Council members or Affiliates of such Party or of any of the foregoing.

17.10. Assignment. This agreement shall be binding upon, and inure to the benefit of, each of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or its rights or interests hereunder without the prior written consent of each other Party, which consent may not be unreasonably withheld, except that Company may enter into the assignments and related transactions without consent as contemplated under Recital H and Sections 7.5.1 and 7.5.2, and may enter into one or more contracts or subcontracts with respect to the performance of its obligations under this Agreement as provided herein. Any assignment in violation of this Section shall be null and void.

17.11. Estoppel Certificates. A Party may make a written request for an Estoppel Certificate to another Party at any time. The Party to whom the request is made shall provide an Estoppel Certificate to the requesting Party as soon as possible, but in any event within thirty (30) Days after the request. The City Manager or any person designated by the City Manager may sign an Estoppel Certificate on behalf of City. The Executive Director or comparable official of PPC, respectively, may execute an Estoppel Certificate on behalf of such entity. Any officer of Company may sign on behalf of Company. The requesting Party shall reimburse the responding Party for all reasonable and direct costs and fees incurred by the responding Party in providing the Estoppel Certificate. Any such certificate may and is intended to be relied upon by any person, including the other Party, potential purchasers of all or any part of the Property, lenders, and potential lenders.

17.12. Word Usage. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine and neuter genders shall each be deemed to include the others; (iii) "shall," "will" or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; and (v) "include," "includes" and "including" are not limiting.

17.13. Time of Essence. Time is of the essence regarding each provision of this Agreement of which time is an element.

17.14. Counting Days. Days shall be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday or a legal holiday, and then it shall be excluded. Any act required by this Agreement to be

performed by a certain day shall be timely performed if completed before 5:00 p.m. local time on that date. If the day for performance of any obligation under this Agreement is a Saturday, a Sunday or a legal holiday, then the time for performance of that obligation shall be extended to 5:00 p.m. local time on the first following day that is not a Saturday, Sunday or legal holiday. As used in this Section, "legal holiday" means those Days observed as federal holidays by the government of the United States or state holidays by the State of California.

17.15. Recitals. Each recital set forth at the beginning of this Agreement is incorporated here by reference, as though fully set forth herein, and agreed by the Parties to be true and correct.

17.16. Survival of Obligations. It is understood and agreed by the Parties that whether or not it is specifically so provided herein, any term or provision of this Agreement, which by its nature and effect is required to be kept, observed, or performed after completion, termination, suspension, cancellation, rescission or expiration of this Agreement, shall survive such completion, termination, suspension, cancellation, rescission or expiration, and shall be and remain binding upon and for the benefit of the Parties until fully observed, kept or performed.

17.17. Third Party Beneficiaries. This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in any person. All provisions hereof are for the exclusive benefit of Pittsburg and Company. No provision hereof shall be construed to benefit or be enforceable by any third party. Notwithstanding the foregoing, Affiliates of Company are express third party beneficiaries of the provisions of this Agreement, as required by the context.

17.18. No Dedication. No undertaking by any Party under any provision of this Agreement shall constitute, and no Party shall assert, the dedication of any Party's electrical or transmission system, equipment or facilities or other property or assets of such Party, or any portion of any thereof, to any other Party or to the public, or a portion thereof, or affect the status of Company as an independent private entity and not a public utility.

17.19. Counterparts; Duplicate Originals. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may also be executed in duplicate originals for each Party, and each such document shall constitute an original Agreement.

17.20. Necessary Acts. The Parties shall execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement, including, without limitation, the delivery of customary and reasonably satisfactory evidence of and opinions on the validity of

any representations and warranties contained in, and the authority to execute and enter into, any Project Contract.

17.21. Amendment. This Agreement may be amended only by the mutual agreement of the Parties. Any Party may propose an amendment to this Agreement and shall give notice of the requested amendment to each Party. No amendment of this Agreement shall be binding unless it is in writing and signed by the Parties.

WHEREFORE, the Parties have executed this Agreement below.

ENERGY DELIVERY SOLUTIONS CITY OF PITTSBURG,
LLC, A California Municipal Corporation
a Delaware limited liability company

By: _____
Sean O'Reilly
President

By: _____
Garrett Evans
City Manager

Approved as to form:

By: _____
Donna Mooney
City Attorney

Attest:

By: _____
Alice Evenson
City Clerk

PITTSBURG POWER COMPANY
JOINT POWERS AUTHORITY

By: _____
Garrett Evans
Executive Director

Approved as to form:

By: _____
Donna Mooney
Legal Counsel

Attest:

By: _____
Alice Evenson
Agency Secretary

EXHIBIT "A"

SALES AND USE TAX PROCEDURES

Any purchase, acquisition, and/or supply of goods and materials, as well as any new or replacement equipment and supplies purchased by Company, its successors or assigns, including without limitation a purchaser or lessee of any Parcel ("Parcel Owner") or its contractors, subcontractors, agents or affiliates, in connection with this Project and for use on a Parcel shall be apportioned and paid to and at the applicable sales tax rate in effect for the City as administrated by the California Department of Tax and Fee Administration ("CDTFA"). At no point may Parcel Owner or its contractors, subcontractors, agents or affiliates contractually agree to share sales and use taxes from this Project, a Parcel or portion thereof with any other city, county or other entity in the State of California, regardless of any agreement they might have with another jurisdiction where they have offices or conduct business. The City of Pittsburg will be the sole jurisdiction of record to the transfer of title. Parcel Owner and its contractors, subcontractors, agents and affiliates shall comply with the Sales and Use Tax Requirements ("Requirements") set forth below and all applicable CDTFA requirements. If the City becomes aware of modifications necessary to such Requirements, City may propose to incorporate new or revised requirements, subject to Parcel Owner's agreement which shall not be unreasonably withheld, conditioned or delayed. Failure by Parcel Owner, its contractors, subcontractors, agents or affiliates to comply with this condition to ensure appropriate taxes are properly paid and passed through to the City will result in Parcel Owner paying a fee equivalent to the taxes which the City would have received had Parcel Owner, its contractors, subcontractors, agents or affiliates taken such actions to ensure the sales taxes referenced in the first sentence of this subsection are apportioned to the City.

Sales and Use Tax Requirements: Parcel Owner, its contractors, subcontractors, agents and affiliates shall adhere to the following steps in an effort to maximize the City's allocation of sales and use taxes associated with Project construction and operations by taking the following steps:

1. Prior to issuance of a grading or building permit or within sixty (60) days of the effective date of the last land use entitlement required for the Project, whichever comes first, the Parcel Owner shall register with the CDTFA and keep such registration current throughout its ownership of a Parcel.
2. Apply for a Use Tax Direct Pay Permit. Upon receipt of registration, provide a copy to the City and/or their consultant for verification.
3. Self-accrue and pay use taxes in accordance CDFTA requirements.
4. Report local and district use taxes to CDFTA on applicable use tax returns.

5. Use Tax-Point of Sale/Use Designation. Parcel Owner shall require all contractors, subcontractors, agents and affiliates providing building materials and fixtures, such as but not limited to, bulk lumber, concrete, structural steel and pre-fabricated building components to be used in connection with the construction and development of, or incorporated into, the Project, and electronic equipment for use on a Parcel to:
 - (a) obtain a Seller's Permit;
 - (b) issue a resale certificate to any supplier of material that will allow it to buy property without payment of tax;
 - (c) file timely Sales and Use tax returns and report local tax on materials consumed and fixtures sold by the contractor, subcontractor, agent or affiliate based on the sole jobsite location located in the City of Pittsburgh;
 - (d) elect to obtain a sub permit for the job site of any contract valued at Five Million Dollars (\$5,000,000) or more enabling the contractor, subcontractor, agent or affiliate to make a direct allocation of the tax based on the jobsite located in the City of Pittsburgh; and
 - (e) otherwise designate the Parcel as the place of use of materials used in the construction of the Project in order to have the full local use tax portion of the sales and use tax distributed directly to the City of Pittsburgh.
6. Parcel Owner/General Contractor shall require and instruct each of its subcontractors to cooperate with the City to ensure the local use tax is allocated to the City of Pittsburgh.
7. To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Parcel Owner/General Contractor shall provide City with a quarterly spreadsheet, which includes a list of all subcontractors, agents or affiliates with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts or agreements. City or City's consultant may use the information provided it to contact each contractor, subcontractor, agent or affiliate to determine which may qualify to register the jobsite for allocation of the local use tax to the City of Pittsburgh.
8. The Parcel Owner will establish an office location within the City of Pittsburgh's territorial boundaries from the date of its acquisition of an interest in a Parcel until Parcel Owner has established an office for Parcel Owner at the Parcel.

EXHIBIT "B"

INFRASTRUCTURE

Company shall have the assignable right to provide and/or finance the Transmission and Distribution System (collectively the "Infrastructure") to City and PPC as follows:

- (a) Cost of Transmission and Distribution System to be repaid on cost of service basis and for no other consideration from City or PPC. Costs on infrastructure include:
 - a. depreciation year-to-year
 - b. Equity Return of 10.5% + Tax (assuming 50/50 Cap structure) all as consistent with the rate principles, procedures and documentation to be described in an Operating Memorandum
 - c. Interest Cost

- (b) Project finance style documentation for repayment of cost of Transmission and Distribution System from revenues received from Project by PPC.

Payments for power to PPC under Retail Sales Agreements shall be deposited in a restricted account, with disbursements from that account subject to the following order of priority: 1) components of the Cost of Service (exclusive of service charge); 2) payments to repay cost of Transmission and Distribution System as described above; 3) payments under the O&M Agreement (described above); 4) PPC's administrative costs (excluding non-PPC allocations of City staff and infrastructure costs); 5) payments under an EDS Services and Marketing Agreement to be described in an Operating Memorandum); and 6) remaining funds disbursed in PPC's discretion.

- (c) Company shall consult with City and PPC regarding technology, timing, contracts, any necessary rights of way and other relevant material matters regarding the development of the Transmission and Distribution System.
- (d) If Company has developed or financed the Transmission and Distribution System and upon completion has offered to transfer such System to City and PPC for \$1 (one dollar) on the terms described in (a) and (b) above, and the City and PPC do not in their sole discretion take possession of the System on such terms, then Company shall have the unfettered right to transfer such System to another municipal utility at its discretion and neither City nor PPC shall object to or interfere in any way with such other municipal utility providing power to the Project. Any and all obligations of the City and PPC as to the power Transmission and Distribution System, other than contractual obligations which by their nature would reasonably

be required to survive such transfer, shall be relieved immediately if the Company transfers the System to another municipal utility.

- (e) All equipment used in connection with the Transmission and Distribution System and any other infrastructure will conform to the equipment and infrastructure specifications in the CEQA approvals for the Project.



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

TO: Mayor and Council Members
FROM: Garrett Evans, City Manager
SUBJECT: Receive Triennial Report on Drinking Water Public Health Goals
MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

Public water systems with more than 10,000 service connections must prepare a written report every three years that provides information on the detection of any contaminant above Public Health Goals established by the California Office of Environmental Health Hazards Assessment. The attached report is intended to provide information to the public and is prepared in addition to the Annual Water Quality Report made available every year to all Pittsburg water customers.

FISCAL IMPACT

This item has no fiscal impact.

RECOMMENDATION

City Council open the public hearing, accept public comments, close the public hearing and receive the Triennial Report on Drinking Water Public Health Goals.

BACKGROUND

In 1997, SB 1307 added new provisions to the California Health and Safety Code which require that a brief written report in plain language be prepared every three years if test results exceed a maximum contaminant level goal or public health goal. Only those substances, also referred to as constituents, that have a California primary drinking water standard and goal are required to be addressed in the report.

The Triennial Report On Drinking Water Public Health Goals for the City of Pittsburg Water System compares the City's drinking water quality with Public Health Goals (PHG) adopted by California Environmental Protection Agency's Office of Environmental Health Hazard Assessment and with Maximum Contaminant Level Goals (MCLG) adopted by the U.S. Environmental Protection Agency (EPA). PHG and MCLG are not enforceable standards but are included in the report as part of the analysis. The report covers constituents detected in

the City's water supply during calendar years 2016 through 2018 at a level exceeding an applicable goal and provides the required information for each.

This report provides the information required by law, including identifying the best treatment technology available to reduce the constituent level, and an estimate of the cost to install that treatment if it is appropriate and feasible.

The Association of California Water Agencies (ACWA) formed a workgroup, which prepared guidelines for water utilities to use in preparing these required reports. Public Works staff utilized the ACWA's guidelines in the absence of guidance from state regulatory agencies.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City's water system complies with all the health-based drinking water standards and levels required by the California Department of Health Services and the EPA. The City's water system routinely meets the enforceable and mandatory standard of water purity and acceptability, known as Maximum Contaminant Level (MCL).

The City's Water System's drinking water quality meets all State and EPA drinking water standards set to protect public health.

State Public Health Goals and federal Maximum Contaminant Level Goals represent an ideal standard of water purity and acceptability if cost were not a concern and near perfection was technically possible. The chemical constituents identified in the Triennial Report are already significantly below the health-based Maximum Contaminant Levels established to provide safe drinking water.

The effectiveness of the treatment processes that could potentially achieve further reduction in these constituents will have a definite, and in some cases, significant cost with questionable net benefit. Therefore, no action is proposed at this time.

ATTACHMENTS: Triennial Report on Drinking Water Public Health Goals Report
 2016 to 2018 Water Quality Results

Report Prepared By: Jason Moser, Water Treatment Plant Superintendent



TRIENNIAL REPORT ON DRINKING WATER PUBLIC HEALTH GOALS

CITY OF PITTSBURG WATER SYSTEM

JUNE 2019

Prepared in Accordance with:
California Health and Safety Code, Section 116470 (b)

CITY OF PITTSBURG
WATER UTILITIES DEPARTMENT
65 Civic Dr, Pittsburg, CA 94565

CITY OF PITTSBURG WATER SYSTEM
TRIENNIAL REPORT ON DRINKING WATER - PUBLIC HEALTH GOALS

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Table A - California Maximum Contaminant Levels (MCLs), Public Health Goals (PHGs), and Federal Maximum Contaminant Level Goals (MCLGs)

2016 – 2018 PHG/MCLG Exceedance Data

REFERENCES

2018 Annual Water Quality Report
2017 Annual Water Quality Report
2016 Annual Water Quality Report

SECTION 1: BACKGROUND INFORMATION

Reporting Requirements:

The California Health and Safety Code Section 116470 (b) specifies that water utilities serving more than 10,000 connections prepare a brief written report every three years that documents detections of any constituents that exceed a Public Health Goal (PHG) in the preceding three years. PHGs are non-enforceable goals established by the California Office of Environmental Health Hazard Assessment (OEHHA). The law also requires that where OEHHA has not adopted a PHG for a constituent, the water suppliers are to use the Maximum Contaminant Level Goal (MCLG) adopted by the United States Environmental Protection Agency (USEPA). Only constituents that have both a California primary drinking water standard and a PHG or MCLG are to be addressed in the report.

The City of Pittsburg prepared the last Triennial PHG Report in 2016. The 2019 Triennial PHG Report covers constituents detected in the City of Pittsburg's water supply during calendar years 2016 through 2018 at a level exceeding an applicable PHG or MCLG and provides the required information for each constituent. Included is the numerical public health risk associated with the Maximum Contaminant Level (MCL) and the PHG or MCLG, the category or type of risk to health that could be associated with each constituent, the best treatment technology available that could be used to reduce the constituent level, and an estimate of the cost to install that treatment if it is appropriate and feasible.

What are Public Health Goals (PHGs) and Maximum Contaminant Level Goals (MCLGs)?

PHGs are set by OEHHA and are based solely on public health risk considerations. None of the practical risk-management factors that are considered by the USEPA or the California State Water Resources Control Board, Division of Drinking Water (DDW) in setting drinking water standards are considered in setting the PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

Water Quality Data Considered:

All of the water quality data collected by the City of Pittsburg Water System between 2016 and 2018 for the purposes of determining compliance with drinking water standards was considered. This data was summarized in our 2016, 2017, and 2018 Annual Water Quality Reports which are made available each year, in June, to all the City's customers. The Annual Water Quality Report is also available at City Hall and on the City's website.

For each regulated contaminant, DDW establishes Detection Limits for the purpose of Reporting (DLRs). DLRs are the minimum levels at which any analytical result must be reported to DDW. Results detected below the DLR cannot be quantified with any certainty. In some cases, PHGs are set below the DLR (Exhibit A).

Guidelines Followed:

The Association of California Water Agencies (ACWA) formed a workgroup in 2004 to establish guidelines for water utilities to use in preparing these reports. The guidelines were updated in 2019 and were utilized in the preparation of this report. No formal guidance was available from state regulatory agencies.

Best Available Treatment Technology and Cost Estimates:

Both the USEPA and Division of Drinking Water (DDW) have identified best available technologies that are the best-known methods of reducing contaminant levels to the MCL. Costs can be estimated for such technologies. However, since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible or feasible to determine what treatment is needed to further reduce a constituent downward to or near the PHG or MCLG, many of which are set at zero. Estimating the costs to reduce a constituent to zero is difficult, because it is not possible to verify by analytical means that the level has been lowered to zero. In some cases, installing treatment to further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

SECTION 2: CONTITUENTS DETECTED THAT EXCEED THE PHGs OR MCLGs

The following is a discussion of constituents that were detected in the City's drinking water sources at levels above a Public Health Goal (PHG), or if no PHG, above the Maximum Contaminant Level Goal (MCLG).

Arsenic

The City of Pittsburg utilizes groundwater from the Bodega, Dover and Rossmoor wells for a portion of its the source water. Depending on the geology of the area in which wells are drilled, arsenic can be found as a natural mineral, which can impact the quality of the water bearing aquifer. The primary MCL for arsenic was reduced from 0.05 milligrams per liter (mg/L) in January 2006 to the current limit of 0.01 mg/L. The current PHG for arsenic is 0.000004 mg/L, significantly less than the analytical capability reflected in the DLR of 0.002 mg/L.

The City meets the MCL for arsenic. The City's routine is to monitor annually for arsenic in its treated water. Test results from 2016, 2017 and 2018 showed no detectable level of arsenic in treated water. The result from 2016 to the current date has met the PHG level.

Arsenic analytical results - ug/L

MCL = 10 ug/L
ND = not detected

PHG = 0.004 ug/L
na = not analyzed

Detection level = 2 ug/L

Water Source	2016	2017	2018
Treated water	ND	ND	ND

Chlorite

In 2018, the City implemented the use of chlorine dioxide as a pre-oxidant prior to monochlorination of drinking water to destroy natural water impurities that would otherwise produce trihalomethanes, but also forms chlorite as a by-product. The MCL for chlorite is 1 ppm (part per million), with a PHG of 0.05 ppm.

The PHG is based on hematological effects observed in offspring at 3 mg/kg-day and higher in a two-generation rat reproductive study. There are no acceptable carcinogenicity studies on chlorite. Several of these studies (sub chronic, chronic, and developmental) reveal that oral exposure to chlorite can result in significant hematological, endocrine, reproductive, and gastrointestinal effects as well as changes in neurobehavioral development.

The USEPA Maximum Contaminant Level Goal (MCLG) for chlorite is 0.8 mg/L. This value is based on the same study utilized by OEHHA (CMA, 1996), but inferring a no observed adverse effect level (NOAEL) of 3 mg/kg-day based on the reduced response to auditory stimuli. The USEPA calculated a reference dose (RfD) of 0.03 mg/kg-day, using a combined uncertainty factor of 100 (U.S. EPA 1998a, b, 2000). Their recommended health-protective chlorite level (the MCLG) is calculated using adult water consumption values.

The City collected and analyzed samples for chlorite during 2018 with values that ranged from Non-Detect (ND) to 0.32 ppm. All sample results were below the MCL. The Best Available Technology (BAT) to reduce chlorite is reverse osmosis (RO). An analysis of implementing this process is included on Page 6 of this report. The levels of constituents identified in this report are already significantly below the health based MCLs established to provide safe drinking water.

Radiological Standards

Radionuclides (Radium-226 and Radium-228, Uranium and Gross Alpha materials) are commonly detected in groundwater in quantities above the Public Health Goals. In the treated drinking water, the City meets the MCL for Radionuclides. The City does routine annual monitoring for radionuclides in its treated water. The 2016, 2017 and 2018 result for Uranium on treated water was ND (not detected), well below the PHG level.

Uranium

The City of Pittsburg utilizes groundwater from the Bodega, Dover and Rossmoor wells for a portion of its the source water. Depending on the geology of the area in which wells are drilled, Uranium can be found as a natural mineral, which can impact the quality of the water bearing aquifer. DDW has set the drinking water standard for uranium at 20 pCi/L. The PHG is set at 0.43 pCi/L, although the DLR is set at 1 pCi/L. In 2016, 2017 and 2018 it was not detected.

The major source of uranium in drinking water is from erosion of natural deposits. Some people who drink water containing uranium in excess of the MCL over many years may have kidney problems or an increased risk of cancer. The best available technology for removal of uranium has been identified as ion exchange and reverse osmosis.

Table 1. Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs) Detected During 2016-2018 testing.

All results from Treated Water

Chemical	Health Risk Category ¹ (more specific information in parentheses)	Ca. PHG	Cancer Risk ² at PHG	Ca. MCL	Cancer Risk at California MCL	DLR	City's 2016 Results	City's 2017 Results	City's 2018 Results
Arsenic (mg/L)	carcinogenicity (causes cancer)	0.000004 (4x10 ⁻⁶) mg/L ²	1x10 ⁻⁶	0.01 mg/L	2.5x10 ⁻³ (2.5 per thousand)	0.002 mg/L	ND	ND	ND
Uranium pCi/L	carcinogenicity (causes cancer)	0.43 pCi/L	1x10 ⁻⁶	20 pCi/L	5x10 ⁻⁵ (5 per hundred thousand)	1 pCi/L	ND	ND	ND

¹ Health risk category based on experimental animal testing data evaluated in the OEHHA PHG technical support document unless otherwise specified.

² Cancer Risk = theoretical 70-year lifetime excess cancer risk at the statistical upper confidence limit. Actual cancer risk may be lower or zero. Cancer risk is stated in terms of excess cancer cases per million (or fewer) population, e.g., 1x10⁻⁶ means one excess cancer case per million people; 5x10⁻⁵ means five excess cancer cases per 100,000 people.

MCL = maximum contaminant level.

mg//L = milligrams per liter of water or parts per million (ppm) (PHGs are expressed here in milligrams per liter for consistency with the typical unit used for MCLs and MCLGs.)

ND – non-detect

pCi/L = picocuries per liter; a picocurie (pCi) is a unit of measurement for radionuclides that measures the number of disintegrations per second. For uranium: 0.001 mg (mass) = 0.72 pCi. (activity)

SECTION 3: COST ESTIMATES FOR TREATING PHG/MCLG CHEMICALS

The City uses about 490 – 650 million gallons (1,500 – 2,000-acre feet) of groundwater each year. This represents about 15% of the City's water supply. The two chemicals discussed in this PHG Report are found in the groundwater. One option would be to discontinue use of the groundwater sources. The difference in cost between using the City's wells and buying water from Contra Costa Water District is about \$ 760 per acre foot. The cost of changing water sources would increase the cost of water by about \$ 1,140,000 per year, for 1,500-acre feet of water.

Arsenic:

The most common technologies used for arsenic removal are coagulation/filtration and adsorption. The City of Pittsburg Water currently uses coagulation/filtration in its water treatment process.

Adsorption is a more passive process but can have higher operating costs for challenging waters when compared to coagulation/filtration. The latter entails more operator interface and routine sludge handling. Arsenic treatment for groundwater supplies uses Ion Exchange or Granular Ferric Oxidation (GFO). Treatment cost is estimated at \$ 2.19 per 1,000 gallons or \$1,070,348 per year. Adsorption treatment techniques produce a waste that might be classified as hazardous.

Radionuclides (Uranium):

Ion exchange and Reverse Osmosis have been identified by California Department of Public Health as a Best Available Technology (BAT) that can effectively lower the level of Uranium below the MCL.

While Uranium was not detected in treated drinking water in 2016, 2017 or 2018, the prevalent source for the uranium comes from the groundwater supply. The estimated cost to install and operate an Ion Exchange treatment system that would effectively reduce the Uranium level below the PHG in treated water is estimated at \$520,000 annually, including capital and operation costs. When MCLGs are set at zero, there may not be commercially available technology to reach a non-detectable level. Since there is little data readily available to "estimate" cost of treatment to achieve absolute zero levels, rough estimates of BAT as defined are provided. This may still not achieve the PHG or MCLGs and the costs may be significantly higher to do so. There are no current cost estimates available.

California DDW Best Available Technologies – Uranium

<i>Unit Technologies (includes)</i>	<i>Limitations (see footnotes)</i>	<i>Operator Skill Level Required</i>	<i>Raw Water Quality Range and Considerations</i>
1. Ion exchange	(a)	Intermediate	All ground waters; competing anion concentrations may affect regeneration frequency
2. Point of use, ion exchange	(b)	Basic	All ground waters; competing anion concentrations may affect regeneration frequency

3. Reverse osmosis	(c)	Advanced	Surface waters usually require pre-filtration
4. Point of use, reverse osmosis	(b)	Basic	Surface waters usually require pre-filtration
5. Lime softening	(d)	Advanced	All waters
6. Enhanced coagulation/filtration	(e)	Advanced	Can treat a wide range of water qualities

Limitation Footnotes:

^a The regeneration solution contains high concentrations of the contaminant ions, which could result in disposal issues.

^b When point of use devices are used for compliance, programs for long-term operation, maintenance, and monitoring shall be provided by systems to ensure proper performance.

^c Reject water disposal may be an issue.

^d The combination of variable source water quality and the complexity of the water chemistry involved may make this technology too complex for small systems.

^e This would involve modification to a coagulation/filtration process already in place.

Chlorite

Both the USEPA and DDW adopt what are known as BATs or Best Available Technologies, which are the best-known methods of reducing contaminant levels to the MCL. Costs can be estimated for such technologies. However, since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible, nor feasible, to determine what treatment is needed to further reduce a constituent downward to or near the PHG or MCLG, many of which are set at zero. Estimating the costs to reduce a constituent to zero is difficult, if not impossible, because it is not possible to verify by analytical means that the level has been lowered to zero. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

The best available technology (BAT) to lower the level of chlorite below the PHG is reverse osmosis. Since the levels are already below the MCL, reverse osmosis would be required to attempt to lower the levels to below the PHG. Please note that accurate cost estimates are difficult, if not impossible, and are highly speculative and theoretical. All costs include annualized capital, construction, engineering, planning, environmental, contingency, and operations & management, but only very general assumptions can be made for most of these items. Costs for BAT implementation were estimated using the Association of California Water Agency's (ACWA) guidance report. According to the ACWA's Cost Estimates for Treatment Technology BAT, installation and operation of a RO system would cost approximately \$ 0.86 per 1,000 gallons of water treated, or \$420,319 per year. There would be added costs for water conditioning to ensure water treated by reverse osmosis is optimized for distribution system corrosion control.

SECTION 4: RECOMMENDATIONS

The City of Pittsburg Water System's drinking water quality meets all the drinking water standards set by the USEPA and the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) to protect public health.

The levels of constituents identified in this report are already significantly below the health based MCLs established to provide safe drinking water. Further reductions in these levels would not only require alternatives involving a notable increase in supply costs but would include the additional expense to alter treatment processes with what remains the uncertain ability to achieve substantial reductions in constituent levels. In addition, the health protection benefits of these possible reductions are not at all clear and may not be quantifiable. Therefore, no action is proposed at this time.

For additional information about this report, please contact The City of Pittsburg Water Treatment Plant at (925) 252-6916, Monday to Friday between the hours of 7:00 a.m. and 3:30 p.m.

TABLE A - California Maximum Contaminant Levels (MCLs), Public Health Goals (PHGs), and Federal Maximum Contaminant Level Goals (MCLGs)

PARAMETERS/ CONSTITUENTS	UNITS	STATE MCL	DLR	PHG OR (MCLG)	PHG/ MCLG EXCEEDED 2016 - 2018
INORGANICS					
ALUMINUM	mg/L	1	0.05	0.6	No
ANTIMONY	mg/L	0.006	0.006	0.001	No
ARSENIC	mg/L	0.050 ^a	0.002	0.000004**	No
ASBESTOS	Fibers/L	7 million	0.2 million	(7 million)	No
BARIUM	mg/L	1	0.1	2	No
BERYLLIUM	mg/L	0.004	0.001	0.0001	No
CADMIUM	mg/L	0.005	0.001	0.00004**	No
CHROMIUM	mg/L	0.05	0.01	withdrawn***	No
CHROMIUM 6	mg/L				
COPPER (at-the-tap; 90 th percentile)	mg/L	AL=1.3	0.05	0.3	No
CYANIDE	mg/L	0.15	0.1	0.15	No
FLUORIDE	mg/L	1.4-2.4	0.1	1	No
LEAD (at-the-tap; 90 th percentile)	mg/L	AL=0.015	0.005	0.0002	No
MERCURY	mg/L	0.002	0.001	0.0012	No
NICKEL	mg/L	0.1	0.01	0.012	No
NITRATE (as N)	mg/L	10	0.4	10	No
NITRATE (as N03)	mg/L	45	2	45	No
NITRITE (as N)	mg/L	1	0.4	1	No
SELENIUM	mg/L	0.05	0.005	(0.05)	No
THALLIUM	mg/L	0.002	0.001	0.0001	No
ORGANICS					
ACRYAMIDE	TT	TT		(0)	No
ALACHLOR	mg/L	0.002	0.001	0.004	No
ATRAZINE	mg/L	0.001	0.001	0.00015	No
BENTAZON	mg/L	0.018	0.002	0.2	No
BENZENE	mg/L	0.001	0.0005	0.00015	No
BENZO (a) PYRENE	mg/L	0.0002	0.0001	0.000004	No
BROMATE	mg/L	0.01	0.0050	(0)	N/A
CARBOFURAN	mg/L	0.018	0.005	0.0007	No
CARBON TETRACHLORIDE	mg/L	0.0005	0.0005	0.0001	No
CHLORDANE	mg/L	0.0001	0.0001	0.00003	No
CHLORITE	mg/L	1	0.02	0.05	Yes
CHLOROETHENE (VINYL CHLORIDE)	mg/L	0.0005	0.0005	0.00005	No
CIS-1,2 DICHLOROETHYLENE	mg/L	0.006	0.0005	0.013	No
2,4-D	mg/L	0.07	0.01	0.02	No
DALAPON	mg/L	0.2	0.01	0.79	No
DIBROMOCHLOROPROPANE (DBCP)	mg/L	0.0002	0.00001	0.0000017	No
1,2-DICHLOROBENZENE (ORTHO)	mg/L	0.6	0.0005	0.6	No
1,4-DICHLOROBENZENE (PARA)	mg/L	0.005	0.0005	0.006	No
1,1-DICHLOROTHANE (1,1-DCA)	mg/L	0.005	0.0005	0.003	No
1,2-DICHLOROTHANE (1,2-DCA)	mg/L	0.0005	0.0005	0.0004	No
1,1-DICHLOROETHENE (1,1-DCE)	mg/L	0.006	0.0005	0.01	No
DICHLOROMETHANE	mg/L	0.005	0.0005	0.004	No
1,2-DICHLOROPROPANE	mg/L	0.005	0.0005	0.0005	No
1,3-DICHLOROPROPANE	mg/L	0.0005	0.0005	0.0002	No
DI (2-ETHYLHEXYL) ADIPATE	mg/L	0.4	0.005	0.2	No
DI (2-ETHYLHEXYL) PHTHALATE	mg/L	0.004	0.003	0.012	No
DINOSEB	mg/L	0.007	0.002	0.014	No
DIOXIN (2,3,7,8-TCDD)	mg/L	3x10 ⁻⁸	5x10 ⁻⁹	(0)	No
DIQUAT	mg/L	0.02	0.004	0.006	No
ENDOTHALL	mg/L	0.1	0.045	0.58	No

ENDRIN	mg/L	0.002	0.0001	0.0003	No
EPICHLOROHYDRIN	TT			(0)	No
ETHYLBENZENE	mg/L	0.3	0.0005	0.3	No
ETHYLENE DIBROMIDE (EDB)	mg/L	0.00005	0.00002	0.00001	No
GLYPHOSATE	mg/L	0.7	0.025	0.9	No
HEPTACHLOR	mg/L	0.00001	0.00001	0.000008	No
HEPTACHLOR EPOXIDE	mg/L	0.00001	0.00001	0.000006	No
HEXACHLOROBENZENE	mg/L	0.001	0.0005	0.00003	No
HEXACHLOROCYCLOPENTADIENE	mg/L	0.05	0.001	0.05	No
LINDANE	mg/L	0.0002	0.0002	0.000032	No
METHOXYCHLOR	mg/L	0.03	0.01	0.03	No
METHYL TERTIARY BUTYL ETHER (MTBE)	mg/L	0.013	0.003	0.013	No
MOLINATE	mg/L	0.02	0.002	0.001	No
MONOCHLOROBENZENE	mg/L	0.07	0.0005	0.2	No
OXAMYL	mg/L	0.05	0.02	0.026	No
PENTACHLOROPHENOL	mg/L	0.001	0.0002	0.0003	No
PICLORAM	mg/L	0.5	0.001	0.166	No
POLYCHLORINATED BIPHENYLS (PCBs)	mg/L	0.0005	0.0005	0.00009	No
SILVEX (2,4,5-TP)	mg/L	0.05	0.001	0.025	No
SIMAZINE	mg/L	0.004	0.001	0.004	No
STYRENE	mg/L	0.1	0.0005	(0.1)	No
1,1,2,2-TETRACHLOROETHANE	mg/L	0.001	0.0005	0.0001	No
TETRACHLOROETHYLENE (PCE)	mg/L	0.005	0.0005	0.00006	No
THIOBENCARB	mg/L	0.07	0.001	0.042	No
TOLUENE	mg/L	0.15	0.0005	0.15	No
TOXAPHENE	mg/L	0.003	0.001	0.00003	No
TRANS-1,2-DICHLOROETHYLENE	mg/L	0.01	0.0005	0.05	No
1,2,4-TRICHLOROBENZENE	mg/L	0.005	0.0005	0.005	No
1,1,1-TRICHLOROETHANE (1,1,1-TCA)	mg/L	0.2	0.0005	1.0**	No
1,1,2-TRICHLOROETHANE (1,1,2-TCA)	mg/L	0.005	0.0005	0.0003**	No
TRICHLOROETHYLENE (TCE)	mg/L	0.005	0.0005	0.0017	No
TRICHLOROFLUOROMETHANE (FREON 11)	mg/L	0.15	0.005	0.70	No
TRICHLOROTRIFLUOROETHANE (FREON 113)	mg/L	1.2	0.01	4.0	No
TRIHALOMETHANES, TOTAL (TTHMs)	mg/L	0.080			No
XYLENES (SUM OF ISOMERS)	mg/L	1.750	0.0005	1.8	No
MICROBIOLOGICAL					
COLIFORM % POSITIVE SAMPLES	%	5		(zero)	No
CRYPTOSPORIDIUM*		TT		(zero)	No
GIARDIA LAMBIA		TT		(zero)	No
LEGIONELLA		TT		(zero)	No
VIRUSES		TT		(zero)	No
RADIOLOGICAL					
ALPHA ACTIVITY, GROSS	pCi/L	15	3	(zero)	No
BETA ACTIVITY, GROSS	pCi/L	4 mrem/yr.	4	(zero)	No
RADIUM 226	pCi/L	5	1	0.05**	N/A
RADIUM 228	pCi/L	5	1	0.019**	N/A
STRONTIUM 90	pCi/L	8	2	0.35**	No
TRITIUM	pCi/L	20000	1000	400**	No
URANIUM	pCi/L	20	2	0.43	No
MCL = Maximum Contaminant Level MCLG = Maximum Contaminant Level Goal * Surface Water Systems Only mg/L = milligrams per liter (equal to parts per million) ug/L = micrograms per liter (equal to parts per billion) pCi/L = picocuries per liter mrem/yr. = **PHG revised, MCL to be reviewed and may also be revised. ***Total Chromium PHG withdrawn – awaiting revised PHG for Chromium 6. a – USEPA adopted an arsenic level of 0.010 mg/L that became effective in California on Jan. 23, 2006.					
PHG = Public Health Goal DLR = Detection Level for Reporting Purposes; set by CDPH TT = Treatment Technique					



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the License Agreement for Use of John Buckley Square with Polarsports LLC and Authorizing Funding and Improvements to John Buckley Square

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

Request for adoption of a City Council resolution approving a License Agreement for the use of John Buckley Square for a temporary outdoor public ice-skating rink and authorizing necessary funding and improvements to be made to John Buckley Square for this use.

FISCAL IMPACT

The License Agreement requires an annual Location Fee in the amount of One Hundred Twenty Thousand Dollars (\$120,000) to be paid to the operator from the Pittsburg Power Company Reserves Account.

There is funding for park improvements necessary for the installation of the ice rink and to maintain the integrity of turf within the park during the off-season at a maximum of Three Hundred Thousand Dollars (\$300,000) over the three year term of the Agreement to be funded by Park Dedication Funds.

Park Dedication Funds shall be budgeted as follows: current available fund balance in Park Dedication Fund 304 is One Hundred Sixty-Six Thousand Five Hundred Seventy Dollars (\$166,570) and the balance, if needed, of One Hundred Thirty-Three Thousand Four Hundred Thirty Dollars (\$133,430) shall be from project 3076 Biennial Playfield Replacement.

RECOMMENDATION

City Council adopt the Resolution approving a License Agreement for the use of John Buckley Square with Polarsports LLC and authorize the City Manager to carry out the obligations of this Resolution.

BACKGROUND

Completed in the summer of 2015, John Buckley Square is a 2-acre park located along Railroad Avenue in the heart of Old Town Pittsburg. The park includes a large turf area, gazebos, picnic area, children's play area, bocce courts, and a plaza with a small amphitheater. The park is used during car shows, to show outdoor movies, for recreational bocce leagues, and by residents for work, exercise and play throughout the spring, fall, and summer months. The park becomes more dormant during the winter months. As part of the park's design, water and electrical infrastructure necessary for an ice rink was included during construction of John Buckley Square.

Polarsports LLC operated a successful temporary ice rink in the Streets of Brentwood retail shopping center between the holiday season of 2017-2018 and 2018-2019. The rink was located on an undeveloped parcel that is now being developed. The annual attendance at the rink averaged 32,000-38,000 people from Contra Costa County.

SUBCOMMITTEE FINDINGS

This item was presented before the Economic Development and Waterfront Development Subcommittee on June 25, 2019 for discussion and feedback. The Subcommittee supported the proposal for an ice rink at John Buckley Square.

STAFF ANALYSIS

Polarsports LLC is proposing to operate a temporary 56' x 140' covered ice rink in the turf area of John Buckley Square from November 22, 2019 through January 20, 2020. The rink would be set-up between October 28 through November 21, 2019, and takedown occurs January 21 through February 7, 2020. The rink includes an ice lodge, resort style seating, and would operate daily including holidays.

The term of the License Agreement is for three years and includes facility operations, promotion, maintenance, concessions, security, and potential revenue sharing. Within the License Agreement, the operator has a parking plan, safety and security plan, and concessions plan. The operator plans to provide for up to 60 jobs for local high school and college students.

City staff from Economic Development, Engineering, and Public Works have evaluated the impacts from the ice rink and have worked out an initial and long-term solution for the turf area of the park. Staff has worked diligently considering numerous options to provide the site in a timely and cost-effective condition. The necessary improvements shall begin immediately upon approval of the License Agreement. Staff will immediately begin repairs to the turf area of the park so it can be returned into its normal state as quickly as possible after the removal of the ice rink.

The addition of a holiday ice rink to John Buckley Park and the Old Town District will increase foot traffic and provide for a family friendly amenity in the area. This resolution, if approved, will authorize staff to execute the License Agreement with Polarsports LLC, authorize and allocate the funds to make the necessary improvements to John Buckley Square for the purposes of a temporary ice rink.

ATTACHMENTS: Resolution
 License Agreement
 Exhibit A - Proposal for Use
 Exhibit B - Parking Plan
 Exhibit C - Safety and Security Plan
 Exhibit D - Site Improvement Plan
 Exhibit E - Concessions Plan

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving the License)
Agreement for Use of John Buckley)
Square with Polarsports LLC and)
Authorizing Funding and Improvements)
to John Buckley Square)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburgh completed a 2-acre park in the summer of 2015 that is located along Railroad Avenue in the heart of Pittsburgh known as John Buckley Square; and

WHEREAS, the park includes a large turf area, gazebos, picnic area, children's play area, bocce courts and a plaza with an amphitheater that is heavily used throughout spring, fall, and summer months; and

WHEREAS, it has been the desire of residents, along with current and past City Councils to be able to work with an operator to provide a temporary holiday outdoor ice-skating rink; and

WHEREAS, Polarsports LLC operated a successful temporary ice rink on an undeveloped parcel in the Streets of Brentwood retail shopping center between the holiday season of 2017-2018 and 2018-2019; and

WHEREAS, Polarsports LLC is proposing to construct and operate a temporary 56' x 140' covered ice rink in the turf area of John Buckley Square from November 22, 2019 through January 13, 2020; and

WHEREAS, the term of the Agreement is for three years and includes facility operations, promotion, maintenance, concessions, and potential revenue sharing; and

WHEREAS, Polarsports LLC plans to provide for up to 60 jobs for local high school and college students; and

WHEREAS, staff has worked diligently considering numerous options to provide a site in a timely and cost-effective condition with improvements to begin immediately upon approval of the License Agreement; and

WHEREAS, the License Agreement requires an annual Location Fee in the amount of One hundred Twenty Thousand Dollars (\$120,000) to be paid to the operator to be funded by Pittsburgh Power Company Reserves Account (Account No. 590-47101); and

WHEREAS, staff has been evaluating the best method for the necessary infrastructure to handle the weight and impact that will be caused by the ice rink; and

WHEREAS, the necessary park improvements shall have a maximum funding of

Three Hundred Thousand Dollars (\$300,000) to be funded by Park Dedication Funds with \$166,570 coming from Park Dedication fund balance and the remainder of \$133,430 from Project 3076.

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

Section 1. All of the recitals are true and correct and are incorporated herein.

Section 2. The License Agreement with Polarsports LLC is approved.

Section 3. The City Manager, or his designee, is hereby authorized to negotiate and execute the License Agreement and necessary documents and take such further actions as may be necessary or appropriate to carry out the City's obligations, including but not limited to appropriation of funds and minor amendments to the License Agreement, under this Resolution.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

Section 5. 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 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**LICENSE AGREEMENT
FOR THE USE OF JOHN BUCKLEY SQUARE
FOR PUBLIC OUTDOOR ICE RINK**

This Agreement is made and entered into this 19th day of August 2019 by and between the **CITY OF PITTSBURG** (hereinafter "**CITY**") and **POLARSPORTS LLC** (hereinafter "**OPERATOR**").

WHEREAS, CITY owns and operates John Buckley Square (hereinafter "**PARK**") and is interested in allowing **OPERATOR** to use **PARK** and the associated facilities (further described in Section 3.A. below and hereinafter referred to as the "**FACILITIES**"); and

WHEREAS, OPERATOR requests the use of the **FACILITIES** to support a public outdoor ice-skating rink, as set forth in the Proposal for Use ("**PROPOSAL**") attached hereto as Exhibit A and incorporated herein; and

WHEREAS, CITY and **OPERATOR** have identified the **FACILITIES** to be feasible for a seasonal holiday ice rink with the addition of improvements to the **PARK** to ensure and maintain the park in a usable state upon completion of the use; and

WHEREAS, staff presented to the City Council on August 19, 2019, the **OPERATOR's** conceptual plan and received comments thereon, which have been incorporated within the **PROPOSAL**; and

WHEREAS, CITY and **OPERATOR** agree that identified use and impact issues related to the **PROPOSAL** are satisfactorily addressed through management plans included as Exhibits B through E to this **AGREEMENT**.

NOW, THEREFORE, the parties hereto agree as follows

1. **Purpose.** The purpose of this **AGREEMENT** is to define the scope of the use of **PARK** and specific facilities therein by **OPERATOR** the operations conducted by **OPERATOR** and the responsibilities of **CITY**, to set forth the compensation to be paid to **CITY** for such use, and to enumerate other related provisions that will contribute to the mutual benefit of the parties to this **AGREEMENT**.
2. **Term.** This **AGREEMENT** shall become effective on the date that it is signed by both parties and shall extend through February 1, 2022. Either party may terminate this **AGREEMENT** as provided for in Section 9. The parties may mutually agree to extend the term by a written amendment to this **AGREEMENT**.
3. **Scope of Use.** **CITY** and **OPERATOR** agree that the use of the **FACILITIES** by **OPERATOR** and the responsibilities of the **CITY** and **OPERATOR** shall be as described herein. Changes in services and responsibilities must be negotiated and mutually agreed

upon in writing by both parties.

A. Site.

(1) The **FACILITIES** are located at 525 Railroad Avenue, Pittsburg and include the grass and landscaped areas, gazebos, portions of the plaza, public walkways, and certain parking stalls on 5th Street.

(2) The **FACILITIES** are further described in the Site Plan, Exhibit D, attached hereto and incorporated herein.

(3) The **FACILITIES** (including but not limited to all infrastructure, utilities, landscaping, etc.), will be inspected by City staff and Operator prior to season and post season, and **FACILITIES** will be left in the same condition, repaired, or replaced, unless otherwise agreed upon. Notwithstanding anything to the contrary in this Agreement, OPERATOR has expressly disclosed the risk of damage to the grass or soil (if it becomes saturated) caused by the weight of the ice-skating rink and expressly disclaims any liability for such damages, if any occur. CITY expressly agrees not to look to OPERATOR for compensation for any damage to the grass or soil as a result of the ice-skating rink operation, except damage cause by OPERATOR's negligence or willful misconduct.

(4) **OPERATOR** will remove all equipment no later than twenty (20) business days the last day of the operating season.

B. Operations

(1) **OPERATOR** shall be responsible for all aspects of operations of its outdoor public ice-skating rink.

(2) **CITY** and **OPERATOR** shall mutually agree on a facility use schedule.

a. **OPERATOR** agrees to deliver a tentative season schedule including date for set-up, to **CITY** no later than March 15, or the next business day, of each year of this **AGREEMENT**.

b. **CITY** agrees to respond to **OPERATOR** on the tentative **FACILITY RESERVATION** schedule no later than ten (10) business days after receipt.

c. The parties agree to work in good faith to agree on a **FACILITY RESERVATION** schedule amenable to both parties.

d. **CITY** will continue its hosting of Farmers Market, Trunk or Treat, and other events at the **FACILITIES and on the plaza** throughout the term of this **AGREEMENT**.

(3) **CITY** and **OPERATOR** mutually agree to abide by the Parking Plan

attached as Exhibit B and incorporated herein by reference, applicable to all hours of operation at the **FACILITIES**.

(4) **CITY** and **OPERATOR** mutually agree to abide by the Safety and Security Plan, attached as Exhibit C and incorporated herein by reference, applicable to all hours of operation at the **FACILITIES**.

(5) **CITY** and **OPERATOR** mutually agree to abide by the Site Plan, attached as Exhibit D and incorporated herein by reference.

(6) **CITY** and **OPERATOR** mutually agree to abide by the Concessions Plan, attached as Exhibit E and incorporated herein by reference, applicable to all hours of activities at the **FACILITIES**.

(7) **OPERATOR** agrees to the provisions of Exhibit A.

C. Required Staffing.

OPERATOR shall be solely responsible for recruiting, hiring, training, supervising, scheduling, and, to the extent required by law and subject to use by **OPERATOR** of independent contractors, providing payroll services and worker's compensation benefits for, employees required to support and conduct **OPERATOR**'s operations pursuant to this **AGREEMENT**, including but not limited to parking, security, concessions, custodial maintenance, and guest services.

D. Program Promotion

(1) **OPERATOR** shall be responsible for promoting and publicizing its **OPERATOR**, schedule, and program. **CITY** shall participate in promotion with permission of **OPERATOR** through local media including, but not limited to, **CITY** web site presence, print material, electronic data base communication, digital signage and public outreach.

(2) Sponsor and promotional signs on the exterior of the **FACILITIES** may be installed with the prior approval as to design, size and installation of the **CITY's City Manager or his designee**, which approval shall not unreasonably be withheld. **OPERATOR** shall install its signage no earlier than September 1 and shall remove it no later than February 1 each year during the term of the **AGREEMENT**

(3) Promotional material generated by **OPERATOR** shall not represent **CITY** in general or specific terms as affiliated with **OPERATOR** operations.

(4) For the term of the **AGREEMENT**, **OPERATOR** shall provide **CITY** with twenty-five (25) complimentary tickets annually to be used and disbursed at the discretion

of **CITY** and in compliance with state law.

E. Maintenance of FACILITIES.

(1) **CITY** shall deliver in good condition, within its commercially reasonable capacity to do so, fit for intended use, the **FACILITIES** and all furnishings, landscape, buildings, and equipment; and shall provide all regular and routine maintenance of the **FACILITIES** related to the operation and preparation of the lights, entrances, landscape, and permanent restroom building during non-operational hours of ice rink. The term “regular and routine” shall mean routine expenditures in connection with the use of the **FACILITIES** such as general maintenance, cleaning, disinfecting, lighting, water, grass cutting, field preparations, and similar items which are regularly incurred, and for operating repairs to the fixed equipment, plumbing, hardware and emergency repairs of similar nature.

(2) **OPERATOR** shall provide all utility, water, electrical, gas, and garbage disposal services to the **FACILITIES**, at its sole expense.

(3) **OPERATOR** shall notify **CITY** of dangerous, hazardous, or unsafe conditions immediately upon discovery and shall prevent public exposure to such by means of notification and/or identification with appropriate signage and separation.

(4) **CITY** shall provide timely repairs to furnishings, landscape, field, buildings, and equipment, and shall respond immediately to notification of dangerous, hazardous or unsafe conditions.

(5) **OPERATOR** shall provide garbage receptacles and disposal services to serve the **FACILITIES**.

(6) **CITY** shall clean and stock the permanent restrooms prior to the daily operation of the ice rink located at the **FACILITIES**.

(7) **OPERATOR** shall provide daily custodial maintenance and maintenance services to each area of use as described in the Site Plan, attached as Exhibit D and incorporated herein by reference.

(8) **OPERATOR** shall provide for additional portable restrooms on-site if necessary, at its sole expense and responsibility.

F. Concessions.

(1) **CITY** agrees to allow **OPERATOR**, at its sole expense, to stage a temporary concessions area, retail stands, and food service areas in the locations as mutually agreed within **FACILITIES**. The design and form of such concessions must be approved by **CITY** before installation; said approval shall not to be unreasonably withheld.

(2) **OPERATOR**, at its sole expense, shall provide all equipment and materials needed to support concessions.

(3) **OPERATOR** shall ensure that all concessions comply with State, Contra Costa County, and City of Pittsburg health and safety codes for the sales of food and beverages, as well as all other federal and state requirements, including the Americans with Disabilities Act.

(4) **OPERATOR** may not sell alcoholic beverages through its concessions.

(5) **OPERATOR** shall be wholly responsible for the security of the concessions equipment and furnishings. **OPERATOR** stores all concessions equipment and furnishings at its own risk.

(6) **OPERATOR** shall be wholly responsible for collection and disbursement of garbage generated inside the concessions area.

H. Fees.

(1) **CITY** shall pay **OPERATOR** an annual location fee of \$120,000 during the term of the **AGREEMENT**. The amount of \$60,000 shall be paid on October 1, and the remaining balance shall be paid on January 1.

I. Revenues.

(1) **CITY** and **OPERATOR** agree that **OPERATOR** shall pay fifty percent (50%) annually of the net profits over \$200,000 for the term of the **AGREEMENT**. Net profits shall be derived from total revenue less total expenses.

4. Indemnification and Hold Harmless.

Parties agree to the following:

A. CITY agrees to protect, defend, indemnify, and hold harmless **OPERATOR**, its officers, elected officials, agents, and employees, from any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) due to the willful misconduct or sole active negligence of **CITY** arising in connection with this Agreement, including but not limited to the unstable condition of the soils because of improper drainage caused by willful misconduct or sole active negligence of **CITY**.

B. OPERATOR agrees to defend, indemnify, release, and hold harmless **CITY**, its officers, elected officials, agents, and employees (collectively, for purposes of

these indemnification provisions, the "**CITY**"), from any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements), related to damage to property, and/or injury or death to any person occurring in, on or about the **FACILITIES** during or in connection with **OPERATOR's** use of the **FACILITIES** pursuant to this **AGREEMENT**, or related to **OPERATOR's** failure to perform any provision of this **AGREEMENT**.

In addition, **OPERATOR** agrees to defend, indemnify, release, and hold harmless the **CITY** from any and all claims, actions or proceedings brought against it, the purpose of which is to attack, set aside, void or annul the **CITY's** approval of this **AGREEMENT**, or the **CITY's** CEQA determination with respect to the approval of this **AGREEMENT**. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including **OPERATOR**, arising out of or in connection with the **CITY's** approval of this **AGREEMENT**.

In the event **OPERATOR** is required to defend the **CITY** in connection with any said claim, action or proceeding under this Section, the parties shall cooperate in defending such action or proceeding. **OPERATOR** shall pay for the City's reasonable costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and reasonable attorneys' fees expended by the City in defense of any such action or proceeding, plus reasonable staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel. If the parties cannot reach agreement, City may select its own legal counsel and **OPERATOR** agrees to pay directly or timely reimburse on a monthly basis the City for all such court costs, attorney fees, and time referenced herein.

C. The provisions of this Section shall survive the termination or expiration of this **AGREEMENT**.

D. Nothing contained in this Section or this **AGREEMENT** shall be construed to create a liability to or a right of indemnification in any third party.

5. Insurance.

A. **OPERATOR**, at its sole cost and expense, shall obtain and maintain, during the life of this agreement such public liability insurance in the amount of \$2,000,000 per occurrence, and \$4,000,000 aggregate satisfactory in form to **CITY**, and with the **CITY**, its officers, employees, agents and volunteers added as additional named insureds, as shall protect **OPERATOR** and **CITY**, its officers, employees, agents, and volunteers from claims for damages or personal injury, including accidental death as well as for claims for property damage which may arise from or out of this **AGREEMENT**, whether by **OPERATOR**, its officers, agents, employees, volunteers or subcontractors.

B. Each such policy of insurance described in Section 5.A. shall be endorsed

to provide as follows:

(1) It is agreed that any insurance maintained by **CITY** shall apply in excess and not contribute with insurance provided by **OPERATOR**.

(2) It is further agreed that the coverages afforded shall apply as if separate policies were issued to each party (gross liability).

(3) All rights of subrogation are hereby waived against **CITY** and the members of its City Council and elective or appointive officers or employees, when acting within the scope of their employment or appointment.

(4) This insurance shall not be canceled; limited or non-renewed until after thirty (30) day's written notice has been provided to the **CITY**.

C. A duly executed Certificate of Insurance, evidencing all of the coverages required herein, and all required endorsements, shall be submitted to the City Attorney for approval promptly upon issuance.

6. Third Party Action Notification.

In the event any action or suit is filed or claim made against a party related in any way to the services performed pursuant to this **AGREEMENT**, that party shall provide prompt notice of the same to the other party.

7. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this **AGREEMENT** to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations pursuant to this **AGREEMENT** shall be construed and enforced as if the **AGREEMENT** did not contain the particular provision held to be invalid.

B. If any provision of this **AGREEMENT** is in direct conflict with any statutory provision of the State of California, that provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

8. Non-Waiver.

A waiver by either party of the breach of any provision of this **AGREEMENT** by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

9. Termination.

A. CITY Termination. **CITY** may terminate this **AGREEMENT** without Cause upon six (6) months' advance written notice to **OPERATOR** anytime during the Off-Season (defined as February 1 through September 30 during the Term). **CITY** may terminate this **AGREEMENT**, for Cause only, prior to the end of the term hereof, upon thirty (30) days' advanced written notice to **OPERATOR**. Cause shall be defined as default on any of the following terms:

(1) Upon written notice from **CITY**, if **OPERATOR** fails to correct, within fifteen (15) days of written notice, any failure to conduct its permitted activities in compliance with this **AGREEMENT**.

(2) Upon written notice from **CITY**, if **OPERATOR** fails to maintain, within fifteen (15) days of written notice, insurance as required by this **AGREEMENT**.

(3) Upon written notice from **CITY**, if **OPERATOR** fails to correct, within fifteen (15) days of written notice, **OPERATOR**'s breach of any other material term of this **AGREEMENT**.

B. OPERATOR Termination. **OPERATOR** may terminate this **AGREEMENT** without Cause upon six (6) months' advance written notice to **CITY** anytime during the Off-Season (defined as February 1 through September 30 during the Term). In this event, no Fees shall be due for the upcoming regular season. **OPERATOR** may also terminate this **AGREEMENT** at any time for Cause, which shall be defined as **CITY**'s failure to correct, within fifteen (15) days of written notice, **CITY**'s breach of any material term of this **AGREEMENT**, including but not limited to the unstable condition of the soils because of improper drainage caused by willful misconduct or sole active negligence of **CITY**.

In the event that either party terminates this **AGREEMENT**, each party agrees to be solely responsible for any costs incurred by it that are associated with removal of temporary equipment, utilities and/or facility management.

10. Relocation.

Irrespective of Section 9, during the Term of this **AGREEMENT**, **OPERATOR** shall be prohibited from relocating this ice rink within a thirty (30) mile radius outside of the **CITY** limits.

11. Transfers and Assignments.

A. CITY's Intent. **OPERATOR** has demonstrated, and the **CITY** finds that **OPERATOR** possesses, the experience, reputation and financial resources to develop and maintain the operation in the manner contemplated by this Agreement. It is because of such qualifications, which assure the operation to a high quality standard, that the **CITY** is entering into this Agreement.

B. OPERATOR's Right to Assign or Transfer. **OPERATOR** may not assign or transfer any of its rights or interests under this Agreement.

C. Request Procedure. CITY shall administer the provisions of this Section through its City Manager. **OPERATOR** shall notify the City Manager in writing of its request for assignment or transfer under this Section.

D. Additional Information. Upon receipt of a request for an assignment or transfer under this Section, the City Manager shall have the authority to require the production of additional information relating to the qualifications of the proposed assignee or transferee from **OPERATOR**. **OPERATOR** shall promptly furnish any and all information required under this Section as the CITY considers **OPERATOR's** request for consent to the proposed assignment or transfer. Requirements from the **CITY** shall be reasonable and consent shall not be unreasonably withheld.

12. Notices.

Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses below, or to such other addresses as the parties may hereafter designate in writing:

TO THE CITY:

Mr. Garrett Evans
City Manager
65 Civic Avenue
Pittsburg, CA 94565

TO:

Paul Bates
Polarsports LLC
560 Valdry Court #B1
Brentwood, CA 94513

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when so mailed or hand delivered to the addresses specified above.

13. Survival.

Any provision of this **AGREEMENT** that imposes an obligation after termination or expiration of this **AGREEMENT** shall survive the term of expiration of this **AGREEMENT**

and shall be binding on the parties to this **AGREEMENT**.

14. Governing Law and Venue.

This **AGREEMENT** shall be governed by and construed in accordance with the laws, rules and regulations of the State of California. Any challenges or disputes arising out of this Agreement shall be brought in Contra Costa County, regardless of where else venue may lie.

15. Compliance with Law.

All parties to this **AGREEMENT** shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this **AGREEMENT**.

16. Neutral Authorship.

Each of the provisions of this **AGREEMENT** has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this **AGREEMENT** in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this **AGREEMENT**.

17. Filing.

A copy of this **AGREEMENT** shall be filed with the City Clerk's office.

18. No Employment Relationship.

CITY and **OPERATOR** understand and expressly agree that in connection with this **AGREEMENT**, each party bears full responsibility for controlling the manner and means by which its respective employees, agents, and volunteers perform work, and for providing all compensation and other employment benefits including payroll taxes and worker's compensation coverage to its respective employees. **OPERATOR** employees are not **CITY** employees and **CITY** employees are not **OPERATOR** employees, and employees of either party shall have no right to, and shall make no claim for, any type of employment benefits or compensation from the other party.

19. Entire Agreement—Amendments.

The terms and conditions of this **AGREEMENT** represent the entire **AGREEMENT** of the parties with respect to the subject matter of this **AGREEMENT** and supersede any and all prior negotiations, discussions, understandings, and agreements between the parties as to the subject matter hereof. The terms and conditions of this **AGREEMENT** shall not be altered or modified except by a written amendment to this Agreement signed by **CITY** and **OPERATOR**. The City Manager, or his designee, is authorized to alter or

modify the terms and conditions on behalf of **CITY** as necessary. **OPERATOR** or designee is authorized to alter or modify the terms and conditions on behalf of **OPERATOR** as necessary.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** as of the 19th day, of August and 2019 first above written.

CITY OF PITTSBURG

POLARSPORTS LLC

Garrett Evans, City Manager

ATTEST:

Alice Evenson, City Clerk

APPROVED AS TO FORM:

Donna Mooney, Attorney

Exhibits: A: Proposal for Use
 B: Parking Plan
 C: Safety and Security Plan
 D: Site Improvement Plan
 E: Concessions Plan

2251062.2

EXHIBIT A – PROPOSAL FOR USE

OPERATOR has confirmed the site is suitable for the intended use.

OPERATOR shall use best efforts to market operations as follows:

Social Media Extensive advertising online via Facebook, Google, Instagram, Snap Chat.

BIG CHILL Website Location, Pricing, News, Events are keyword linked via search engines.

News Media Advertising and published stories over digital and printed media.

Signage / Posters Large, colorful signage displayed at the venue, with event posters displayed in windows of small businesses in Old Town and in the City.

Wildfire Word of mouth from person to person via sharing on social media.

School District Organized school visits.

Special Groups Special Groups including but not limited to home schools and special needs organizations.

OPERATOR shall provide advertising suitable for LED displays in various locations throughout the City, for use in the sole discretion of CITY.

OPERATOR shall produce and place artwork approved by CITY at locations approved by CITY to direct traffic to downtown. An example of location is the railway crossing.

OPERATOR may place signs at all BART and e-BART stations from Antioch to Walnut Creek.

OPERATOR shall have TV Media present the BIG CHILL to the Bay Area.

OPERATOR shall hold a grand opening ceremony.

OPERATOR shall provide operations as follows:

Season Saturday, November 23rd, 2019 to Sunday, January 11th, 2020

Hours Monday – Thursday 10 am – 9 pm

Friday – Saturday 10 am – 10 pm

Sundays 10 am – 8 pm

Holiday Hours Thanksgiving Day 10 am – 9 pm

Christmas Eve 10 am – 9 pm

Christmas Day 10 am – 9 pm

Admission Pricing as set forth in Exhibit B.

Operator will keep the Big Chill operating thru January 12, 2020. Should the BIG CHILL continue to attract enough business to continue, Operator reserves the right to remain open thru the Martin Luther King Memorial weekend.

OPERATOR shall provide the following:

Ice Rink: 56 x 140 square feet (7500 square feet of ice-skating surface)

Ice Rink walls: Heavy duty, clear wall system with 4 entrance/exits designed for aesthetics and safety

Ice rink pavilion: 82 x 150 square feet of roof cover without sidewalls for weather protection of the ice rink

Ice House: tent 32 x 42 square feet (1340 square feet) for admissions, skates and snack bar, security and general management

Flooring: Rubber flooring covering 9,000 square feet throughout the venue

Disability access law compliance in all areas including the main gate access to and from the ice-skating surface, and restrooms

Capacity for at least 300 skaters

Polar Bear Skating Aids: 30 aids for learning to skate and skating aids

Seating capacity for 300 people (400 capacity if needed on weekends and holidays)

Lighting Exterior and Interior lighting including holiday-themed snowflakes, stars and general lighting of exterior areas including coordinated light shows via our custom light controllers.

Decorative LED Christmas Trees, large holiday themed displays.

Video Entertainment Projection system featuring selfie skating cams and sponsorship advertising

Audio Entertainment JBL Surround sound for the favorite all time holiday music sounds

Party Capacity: 10 picnic tables, 10 portable tables and seating on demand

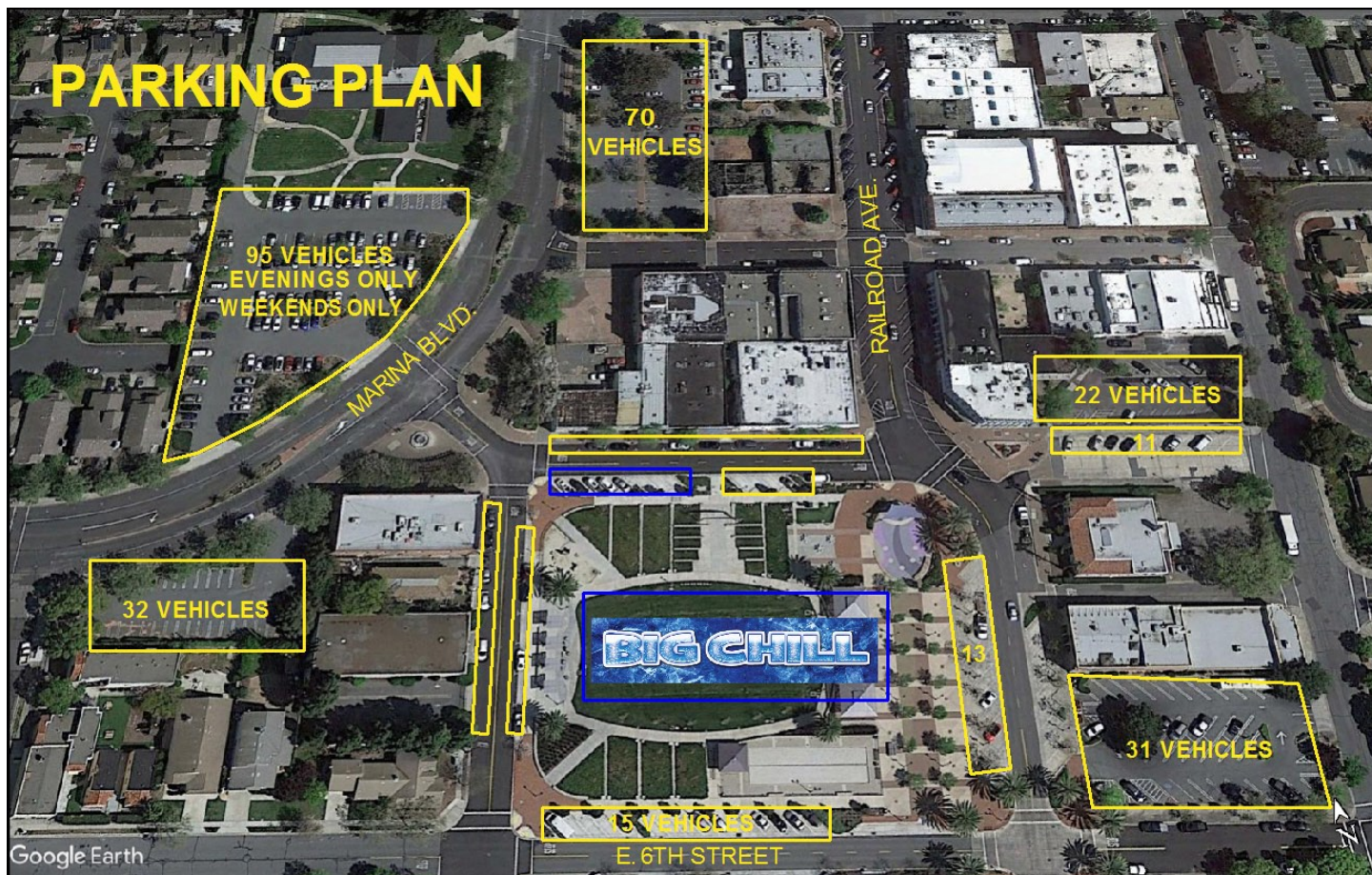
Restrooms: 2 ADA Handicap accessible, 4 portable temporary accessible via rubber floored pathways

Signage: Large banner measuring 4' x 16' on the Ice House Tent facing Railroad Avenue to the east
Employment of at least ___ team members from local high schools and junior colleges.

OPERATOR shall have access to existing 480 volt, 600 amp electrical service, in-ground insulated 6 inch manifolds, a level grass area measuring 60 feet by 150 feet for the ice rink, existing restrooms, water hookups, seating and gathering areas.

OPERATOR shall install a covered pavilion over the ice-skating rink to allow all-weather operation while also providing improved quality of ice surface and reducing energy usage.

BIG CHILL PARKING PLAN



BIG CHILL PARKING

Parking for the BIG CHILL is indicated on the image above in highlighted yellow areas and will consist of several parking areas and street parking with an overall capacity for up to 320 parking spaces within the Old Town district or a short walking distance of 500 feet or less.

Parking Lot Capacity:	200+
Street Parking Capacity:	<u>100+</u>
Total	300+

Normal parking will occur during the non weekend and non holiday day and evening periods and will use approximately 30-50 parking spaces per hour.

Peak parking use is expected to occur during Friday, Saturday & Sunday during evening hours and will use approximately 100 – 150 parking spaces per hour.

Holiday parking will use between 75-150 parking spaces per hour during the holiday season.

ADDITIONAL PARKING – Parking is also located in the marina for over 200+ vehicles.

To reduce the parking load on the downtown Old Square district and to keep traffic moving through the area, Operator will encourage the use of a number of “Drop Zones” and signage to direct vehicles to parking areas.

EXHIBIT C – SAFETY AND SECURITY PLAN

SECURITY & MEDICAL PLAN

OPERATOR shall not have any weapons on the event site, unless approved by CITY.

OPERATOR security personnel or staff shall not use cell phones unless it is for the purpose of contacting law enforcement or first responders in the case of an incident.

OPERATOR shall utilize at least eight video cameras positioned in key locations throughout the area that operate 24 hours daily and record all activities in the event site area including ice arena, seating areas, skate rentals, snack bar cashier and admissions cashier stations and the mechanical area. Signage shall be posted to indicate that security cameras are in use.

OPERATOR shall promptly provide footage of incidents to peace officers.

OPERATOR shall provide a security plan to the Police Chief for approval. Security plan shall include details regarding role of manager on duty, operations center, theft prevention, cash handling, night security, and other security measures.

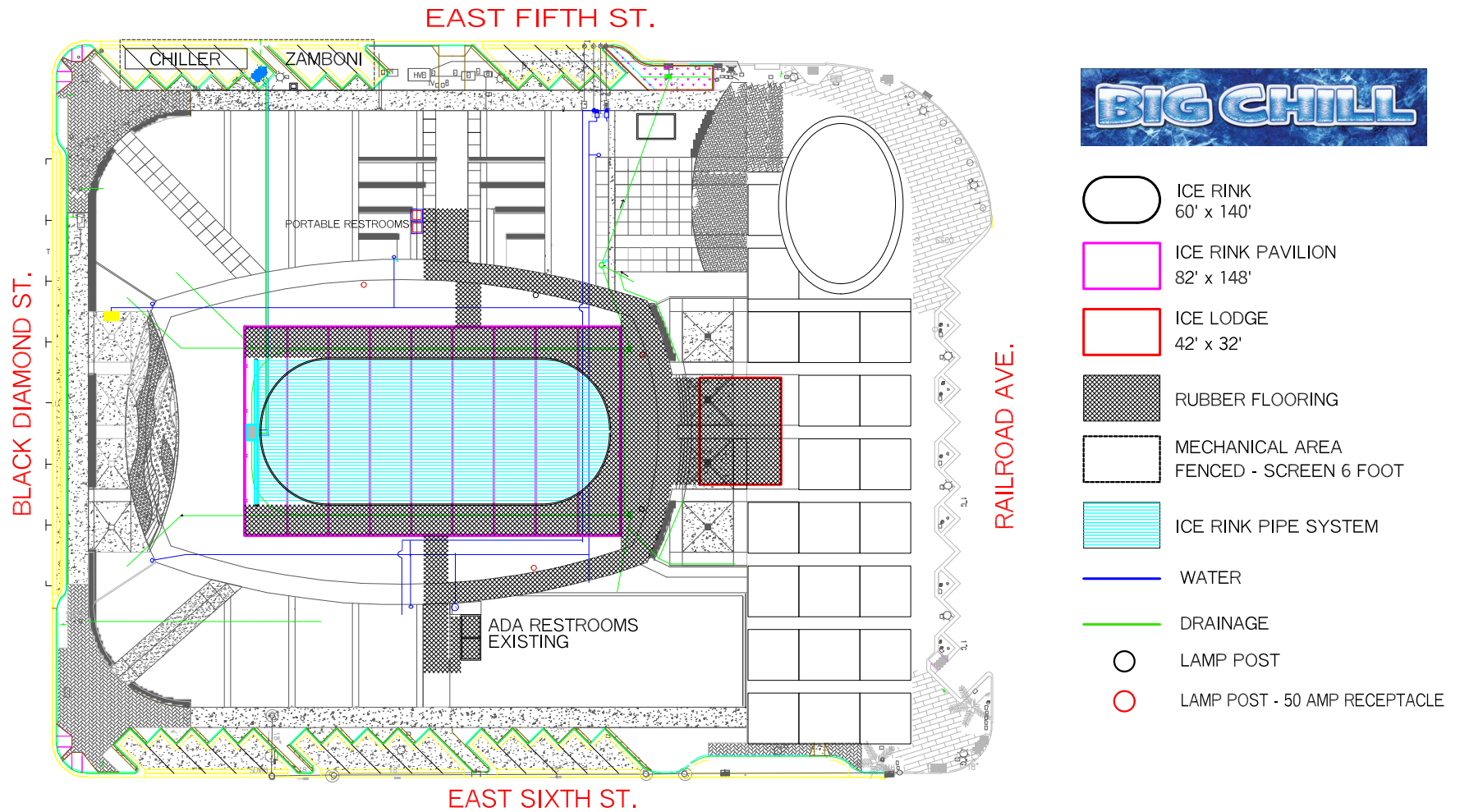


EXHIBIT E – CONCESSIONS PLAN

SNACK BAR CONCESSION

OPERATOR shall provide a snack bar that will be located in the Ice Lodge at the front counter.

The snack bar shall offer hot chocolate with whipped cream topping, chocolate bars, chips, candies and bottled water and soda.

OPERATOR shall not sell or allow alcoholic beverages.



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the City's Green Infrastructure Plan

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

The City is required under a permit from the San Francisco Regional Water Quality Control Board to control, prevent, and mitigate pollution in waterways. One of the means to achieve this goal is to shift the management of stormwater to diverting runoff into vegetation areas that remove pollutants before discharging into the Delta. This report presents the Green Infrastructure Plan developed to guide selection, design, and implementation of these facilities.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council approves the Green Infrastructure Plan as the guidance for implementation of green infrastructure projects, as required by the Regional Water Quality Control Board through National Pollutant Discharge Elimination System Permit No. CAS612008.

BACKGROUND

The City operates under a Municipal Regional Stormwater Permit (MRP 2.0), issued by the San Francisco Regional Water Quality Control Board (RWQCB) to all the cities and Contra Costa County. The permit was re-issued on November 19, 2015, with an effective date of January 1, 2016, and contains 22 provisions related to controlling, preventing, and mitigating pollutants that enter waterways.

Contra Costa permittees, collectively, must implement Green Infrastructure to reduce the presence of Polychlorinated Biphenyls (PCBs) and mercury, from 2014 levels, by 23 grams/year and 9 grams/year respectively, by 2020. Permittees must also plan for substantially larger reductions over the coming decades.

The strategy to meet these long-term pollutant reduction goals requires the development of a long-term Green Infrastructure Plan to implement the construction of these stormwater facilities City-wide over the next two decades.

On May 1, 2017 the City Council received an informational report introducing the background and the Green Infrastructure Framework, the strategy used to develop the Green Infrastructure Plan.

SUBCOMMITTEE FINDINGS

On June 18, 2019 an informal presentation of the Green Infrastructure Plan was presented to the Land Use Subcommittee.

STAFF ANALYSIS

In collaboration with the Contra Costa Clean Water Program and Nichols Consulting Engineers, the Green Infrastructure Plan was developed to complement the City's Capital Improvement Program and current City policies that govern future development.

The Green Infrastructure Plan is a comprehensive guide for the selection, design, construction and maintenance of green infrastructure facilities within the City of Pittsburg to create more resilient, sustainable stormwater management systems.

The development and approval of a Green Infrastructure Plan ensures compliance with Section C.3.j.i requirements of the National Pollutant Discharge Elimination System permit.

ATTACHMENTS: City of Pittsburg's Green Infrastructure Plan
 Resolution

Report Prepared By: Jolan Longway, Clean Water Program Coordinator

GREEN INFRASTRUCTURE PLAN



City of Pittsburg, California
www.ci.pittsburg.ca.us

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Acronyms

ABAG	Association of Bay Area Governments
AGOL	ESRI ArcGIS Online
BASMAA	Bay Area Stormwater Management Agencies Association
BMP	Best Management Practice
CCCWP	Contra Costa Clean Water Program
CCW SWRP	Contra Costa Watersheds Stormwater Resource Plan
CFD	City of Pittsburg Community Facilities District
CIP	Capital Improvement Project
GHG	Greenhouse Gas
GI	Green Stormwater Infrastructure
GIS	Geographic Information System
HSG	Hydrologic Soil Group
IPM	Integrated Pest Management
IRWMP	Integrated Regional Water Management Plan
LID	Low Impact Development
MRP	Municipal Regional Stormwater Permit
MTC	Metropolitan Transportation Commission
NPDES	National Pollutant Discharge Elimination System
PCBs	Polychlorinated Biphenyls
RAA	Reasonable Assurance Analysis
ROW	Right-of-way
RWQCB	California Regional Water Quality Control Board for the San Francisco Bay Region
TMDL	Total Maximum Daily Load
WLA	Waste Load Allocation

1 Introduction and Overview

1.1 Regulatory Mandate

The City of Pittsburg is one of 76 local government entities subject to the requirements of the California Regional Water Quality Control Board for the San Francisco Bay Region’s (RWQCB) Municipal Regional Stormwater Permit (MRP). The MRP was last reissued in November 2015¹. The MRP mandates implementation of a comprehensive program of stormwater control measures and actions designed to limit contributions of urban runoff pollutants to San Francisco Bay Basin².

MRP Provision C.3.j.i. requires the City to prepare a Green Infrastructure Plan, to be submitted with its Annual Report to the RWQCB due September 30, 2019.

Green Stormwater Infrastructure (GI) refers to the construction and retrofit of storm drainage to reduce runoff volumes, disperse runoff to vegetated areas, harvest and use runoff where feasible, promote infiltration and evapotranspiration, and use bioretention and other natural systems to detain and treat runoff before it reaches our creeks and Bay. GI facilities include, but are not limited to, pervious pavement, infiltration basins, bioretention facilities or “rain gardens”, green roofs, and rainwater harvesting systems. GI can be incorporated into construction on new and previously developed parcels, as well as new and rebuilt streets, roads, and other infrastructure within the public right-of-way.

Water quality in the Suisun Bay San Francisco Bay is impaired by mercury and by polychlorinated biphenyls (PCBs). Sources of these pollutants include urban stormwater. By reducing and treating stormwater flows, GI reduces the quantity of these pollutants entering the Bay and will hasten the Bay’s recovery.

Provisions C.11 and C.12 in the MRP require Contra Costa Permittees (Contra Costa County and its 19 cities and towns) to reduce estimated PCBs loading by 23 grams/year and estimated mercury loading by 9 grams/year using GI by June 30, 2020. Regionally, Permittees must also project the load reductions achieved via GI by 2020, 2030, and 2040,

¹ Order R2-2015-0049
² Hydrologic sub-basins in the San Francisco Bay Basin include Central, Lower and South San Francisco Bay, and Suisun and San Pablo Bays.

showing that collectively, reductions will amount to 3 kg/year PCBs and 10 kg/year mercury by 2040.

1.1.1 Further Background on Mercury and PCBs in San Francisco Bay

The MRP pollutant-load reduction requirements are driven by Total Maximum Daily Load (TMDL) requirements adopted by the RWQCB for mercury (Resolution No. R2-2004-0082 and R2-2005-0060) and PCBs (Resolution No. R2-2008-0012). Each TMDL allocates allowable annual loads to San Francisco Bay (a Waste Load Allocation, or WLA) from identified sources, including from urban stormwater.

The mercury TMDL addresses two water quality objectives. The first, established to protect people who consume Bay fish, applies to fish large enough to be consumed by humans. The objective is 0.2 milligrams (mg) of mercury per kilogram (kg) of fish tissue (average wet weight concentration measured in the muscle tissue of fish large enough to be consumed by humans). The second objective, established to protect aquatic organisms and wildlife, applies to small fish (3-5 centimeters in length) commonly consumed by the California least tern, an endangered species. This objective is 0.03 mg mercury per kg fish (average wet weight concentration). To achieve the human health and wildlife fish tissue and bird egg monitoring targets and to attain water quality standards, the Bay-wide suspended sediment mercury concentration target is 0.2 mg mercury per kg dry sediment.

A roughly 50% decrease in sediment, fish tissue, and bird egg mercury concentrations is necessary for the Bay to meet water quality standards. Reductions in sediment mercury concentrations are assumed to result in a proportional reduction in the total amount of mercury in the system, which will result in the achievement of target fish tissue and bird egg concentrations.

The PCBs TMDL was developed based on a fish tissue target of 10 nanograms (ng) of PCBs per gram (g) of fish tissue. This target is based on a cancer risk of one case per an exposed population of 100,000 for the 95th percentile San Francisco Bay Area sport and subsistence fisher consumer (32 g fish per day). A food web model was developed by San Francisco Estuary Institute (SFEI) to identify the sediment target concentration that would yield the fish tissue target; this sediment target was found to be 1 microgram (µg) of PCBs per kg of sediment.

Twenty percent of the estimated allowable PCBs external load was allocated to urban stormwater runoff. The Bay Area-wide WLA for PCBs for urban stormwater is 2 kg/yr by 2030. This value was developed based on applying the required sediment concentration (1 µg/kg) to the estimated annual sediment load discharged from local tributaries.

1.2 Objectives and Vision

Implementation of the City’s Green Infrastructure Plan (GI Plan) will improve water quality and help the City achieve cleaner air and greener streets. This GI Plan presents alternative approaches to improving water quality by dispersing runoff to vegetated areas and reducing runoff volumes, promoting infiltration and evapotranspiration, and using natural processes to detain and treat runoff.

As required by Provisions C.3.a. through C.3.i. in the MRP, these “Low Impact Development” practices are currently implemented on land development projects in the City. Specific methods and design criteria are spelled out in the Contra Costa Clean Water Program’s (CCCWP’s) Stormwater C.3 Guidebook, which the City has referenced in Municipal Code Chapter 13.28, Stormwater Management and Discharge Control.

This GI Plan details how similar methods will be incorporated to retrofit existing storm drainage infrastructure using GI facilities constructed on public and private parcels and within the public right-of-way.



1.3 City Context

1.3.1 Geography

The City of Pittsburg is in north-central Contra Costa County. The City is located south of Suisun Bay, north of county unincorporated areas, east of Bay Point and west of Antioch. The City is a major thoroughfare for east county communities such as Antioch, Oakley, and Brentwood and central county communities like Concord, Martinez, and Pleasant Hill. Other major transportation corridors include BART, the Burlington Northern Santa Fe Railroad, and the Union Pacific Railroad.

1.3.2 Demographics

Pittsburg is primarily a residential community, with a population of over 72,000 people. There are 21,555 households and 16,649 families in the City. The City is among the most ethnically diverse in the county with a population consisting of 20% White, 16% Black, 17% Asian, and 40% Hispanic. The City has a large proportion of young people, with close to 25% under 18 years old and a median age of 35. Generally, educational attainment is

limited; with about half of residents having a high school degree or less. The median household income (\$66,739) is lower than the county average (\$88,456).

1.3.3 Economic and Social Trends

Pittsburg’s economy is historically tied to heavy industry and manufacturing. While it is still a strong sector, the City continues its transition to an economy based around services. Currently the top principle employers in the City include Pittsburg Unified School District, Los Medanos Community College, USS-Posco Industries, Dow Chemical Company, City of Pittsburg, Walmart, Ramar Foods, Angelica Corporation, Target, and WinCo Foods. Unlike most central county communities, Pittsburg lacks large business commercial centers.

One issue in the City is the jobs to housing ratio. In 2010 Association of Bay Area Governments (ABAG) estimated 14,180 jobs in Pittsburg as opposed to 27,800 employed residents, meaning most residents worked outside the City. With the increasing demand for services and the availability of space in the City, employment is projected to outpace increases in population. The retail trade and services sectors saw rapid growth, and the City is continuing to see modest signs of recovery from the recession. Overall unemployment rates have gone down, from 17.4% during the peak of the recession to 3.7% in 2018. Sales and property taxes have also been improving.

1.3.4 Development and Redevelopment Trends

Pittsburg’s history as an industrial center has much to do with its land use patterns (Figure 1). The industrial waterfront and historic Downtown are situated along the shores of the Sacramento River, which served as a major transportation corridor alongside the Northern & Santa Fe and Southern Pacific railroads. While the waterfront continues to be dominated by steel, petroleum, and chemical industries, Pittsburg’s transformation to a residential community is evident. Railroad Avenue, which was a major railway corridor is now the City’s main north-south arterial. Currently Railroad Avenue contains retail, commercial, office, and light manufacturing uses.

Situated near the crossroads of Railroad and SR 4 are several important facilities; City Hall, Pittsburg High School, and City Park. Heavy pedestrian and vehicle traffic combined with the newly built BART extension (eBART) has provided opportunities for transit-oriented development in the area. As highlighted in the Railroad Avenue Specific Plan, this development will be supported through “a safe, efficient and accessible transportation network that embraces pedestrians, bicyclists, buses, autos and eBART.” This includes the construction and widening of roadways, pedestrian improvements, bus lanes and parking lots, parks, and other streetscape improvements.

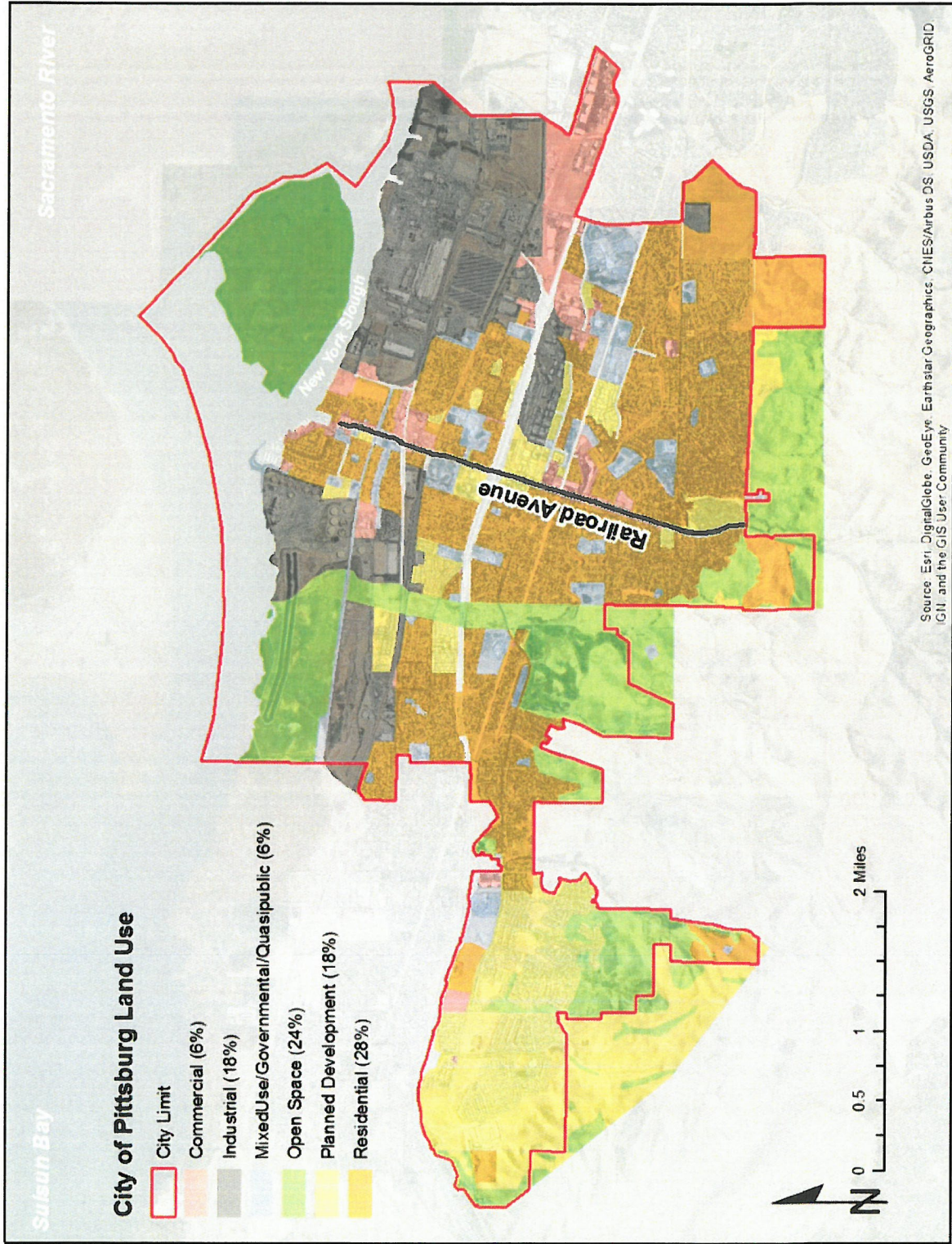


Figure 1: City of Pittsburg Land Use

The City’s Downtown is envisioned to serve as a mixed-use center, integrating retail, office, restaurant, public, and residential uses with the unique aspects of the historic waterfront. Recent development downtown includes; Vidrio Condos (2008), Siena Ct. Apartments (2008), John Buckley Square (2016), and Marina Vista Elementary School (2007). Vacant and underutilized buildings still exist downtown, but the current layout of downtown offers many opportunities for pedestrian facilities; the need for buffering areas between heavy industrial and residential can be met through park construction, greenways, trails, and other open space strategies.

The City has completed three GI projects as described below. These projects serve multiple community uses and implement standard GI measures consistent with MRP Provision C.3.b.

John Buckley Square

John Buckley Square is a multipurpose community park located in the center of downtown Pittsburgh. Since its opening in 2016, the park has served community events including the Farmer’s market. The park has a large central lawn that also captures the runoff from most of the park’s impervious areas. To the north, curb openings allow street runoff to be treated by a bioretention feature consisting of Biofiltration Sod™.



John Buckley Square permeable pavement

The main park walkway is constructed with permeable pavement and has underlying Silva Cells for 14 Ginkgo trees. These GI facilities treat approximately 50,000 square feet of impervious area.

Marina Commercial Building

The Marina Commercial Building is a redeveloped open lot at the Harbor Promenade which has commercial, retail, and office space. The project was completed in 2010. The site has several infiltration planters that treat approximately 10,600 square feet of impervious area. The planters receive runoff from the roofs through pipes and from adjacent patios.

BART Multimodal Transfer Facility

Opened in May 2018, the BART Multimodal Transfer Facility serves as a transportation hub for the new rail station. Located adjacent to SR 4 and along Railroad Avenue, the facility features short term parking, drop off, bus transfer, and bike parking. The project includes two bioretention areas treat approximately 47,000 square feet of impervious area.

In terms for future private redevelopment, the City has a significant number of residential projects planned, with around 5,000 units under construction, approved, or pending approval. Most of this residential development is occurring along the hillside City limits to the south. There are also plans to develop a linear parkway along West Leland to connect the southwest hills residents to the Pittsburg/Bay Point Bart Station.

1.3.5 Commitment and Actions for Sustainability

As the City continues to grow, an increasing emphasis is placed on sustainability. The City has an obligation to ensure that current and future generations can meet their environmental, economic, and social needs. Preserving natural resources, minimizing environmental risk, promoting clean transportation methods, promoting sustainable land use, building affordable and green housing, creating a sustainable local economy, and fostering community engagement are all part of this obligation.

The 2020 General Plan provides a good outline of the City’s sustainability goals and policies. The resource conservation element of the General Plan describes the City’s commitment to preserve its biological resources and habitats through various programs and regulations. Emphasis is put on the protection and reclamation of wetlands and marshlands along the city’s waterfront, regulation of urban growth in the southern hills, and preservation of riparian resources.

In 2007, the City adopted the East Contra Costa Habitat Conservation Plan (Ord. 07-1293) which is intended to protect the native and endangered plant and animal species of eastern Contra Costa County. The City also plans to work with other agencies to expand the regional-open space system in the southern hills to preserve annual grassland habitat.

City-wide standards have been established for construction adjacent to riparian zones to reduce erosion and sedimentation. As part of the California Environmental Quality, design review, grading permit, and project review processes requirements are set for Best Management Practices (BMPs), flood control mitigation, and downstream drainage assessments. Because trees provide valuable soil stabilization along creeks and watersheds, Pittsburg adopted a tree preservation ordinance (Ord. 15-1390) that established regulations for preservation of mature trees within the City.

Water quality is a vital part of preserving water resources in the City. Kirker Creek, New York Slough, and Suisun Bay have significant recreational and habitat value in Pittsburg and are high priorities for restoration. To address water quality issues in the City, a set of BMPs was developed that focus on controlling stormwater runoff. These BMPs also fall under the City’s municipal NPDES permit and have ongoing implementation. Reducing non-point sources of pollution is a priority in preventing water resource degradation. In

many of the Bay Area communities, these sources include illegal dumping, homeless encampments, urban runoff, and pesticides.

To address trash in creeks and waterways, the City maintains and cleans several creek hotspots annually. The city also sponsors volunteering and outreach programs like Civic Pride Day, Adopt a Spot, and the Green Footprint Festival. In 2006 Pittsburgh established a citywide program to address illegal dumping in its neighborhoods which included outreach, installation of cameras, shouting boxes, and signage. Currently, the City is drafting a direct discharge plan that would address current issues with illegal dumping and homeless encampments contributing to degradation of creeks and waterways. The City has begun this process by forming a Homeless Response Team consisting of environmental affairs, public works, police department, successor agency, and community development.

The City is making ongoing efforts to reduce toxic chemical use in landscaping within the City. Living green gardens is a tool developed by the City to educate and help residents use Integrated Pest Management (IPM) strategies. Pittsburgh’s City Hall has a display garden highlighting these strategies, which includes educational signage and a turf garden demonstrating drought-resistant grasses.

The City of Pittsburgh is also engaged in climate action activities and in 2009 completed its greenhouse gas (GHG) emissions inventory. The inventory identified transportation, energy use, and waste as the leading emission sources in the City. The GHG measurement is the first step in implementing a climate action plan that will be aimed at reducing greenhouse gas emissions. Many climate action strategies tend to be multi-benefit and improve the health, safety, and aesthetics of a community.

The City is currently drafting an Active Transportation Plan, which will increase the connectivity and safety of the streets for pedestrians and bikers. At the same time, the City’s Traffic Division is continuously working to improve the City’s transportation and pedestrian network. While Pittsburgh has a heavy industrial sector, emissions from the residential and commercial communities add up to a significant amount.

Through the City’s website, homeowners and businesses can find programs and opportunities to reduce their energy use and utilize renewables. In 2009 the Pittsburgh Power Company partnered with Rising Sun Energy Center to train youth to serve homes with green house calls; which involved assessing homes for efficiency, installing free energy and water efficient equipment, and providing recommendations. Smart Lights is an ongoing program that has helped over a hundred Pittsburgh businesses become more energy-efficient by offering free technical assistance and instant rebates for equipment upgrades and repairs. The City is also upgrading its own systems to more energy-efficient ones, such as LED Streetlights and the City Hall HVAC system.

The City offers a complete garbage and recycling program which includes additional curbside pick-up services for oils and batteries. In addition, the City conducts outreach on waste reduction, composting, and safe disposal of hazardous materials to residents and businesses. Many of these resources are available as pamphlets during outreach events and on the City’s website.

The City’s monthly Development Review Team Meetings continues to be a forum to discuss upcoming and proposed discretionary projects, and opportunities to incorporate GI features. In addition, as the yearly Capital Improvement Program Projects lists are updated, projects with GI potential will be re-prioritized based on available funding and department goals.

1.3.6 Watersheds and Storm Drainage Infrastructure

The City of Pittsburgh can be divided into eight watersheds (Figure 2). The Kirker Creek Watershed (Watershed 8) drains most of the eastern portion of the City. Watershed 7 is a smaller watershed northeast of the City and includes lands in both Pittsburgh and Antioch. Watersheds 1 through 6 drain the western portion of the City. Watershed 3 is called Lawlor Creek, while other adjacent drainages are unnamed.

Kirker Creek Watershed

Kirker Creek is the largest watershed, with an area of about 14.5 square miles. The creek originates in the foothills south of the City and flows north into the Bay Delta at New York Slough. The intermittent stream is mainly fed by precipitation, groundwater, and the City’s drainage system. On its way north, it crosses through park and ranch land, residential neighborhoods, commercial areas, waterfront industrial, and the DOW wetlands preserve.

Most of the drainage system is open channel, though culverts and pipes take the creek underground at Highway 4 and across the Pittsburgh-Antioch Highway. The creek then turns east into a man-made channel along the north side of Pittsburgh-Antioch Highway before discharging into New York Slough. The downstream section of the watershed north of the Union Pacific Railroad is a very flat area and historically had issues with flooding. The section of Kirker Creek that flows under Highway 4 west of the Loveridge interchange had periodically flooded due to undersized culverts. In addition, the channel above Pittsburgh-Antioch Highway was inadequate for high flows and would flood the road. Improvements to the culverts under Highway 4 were completed by Caltrans in 2005 and

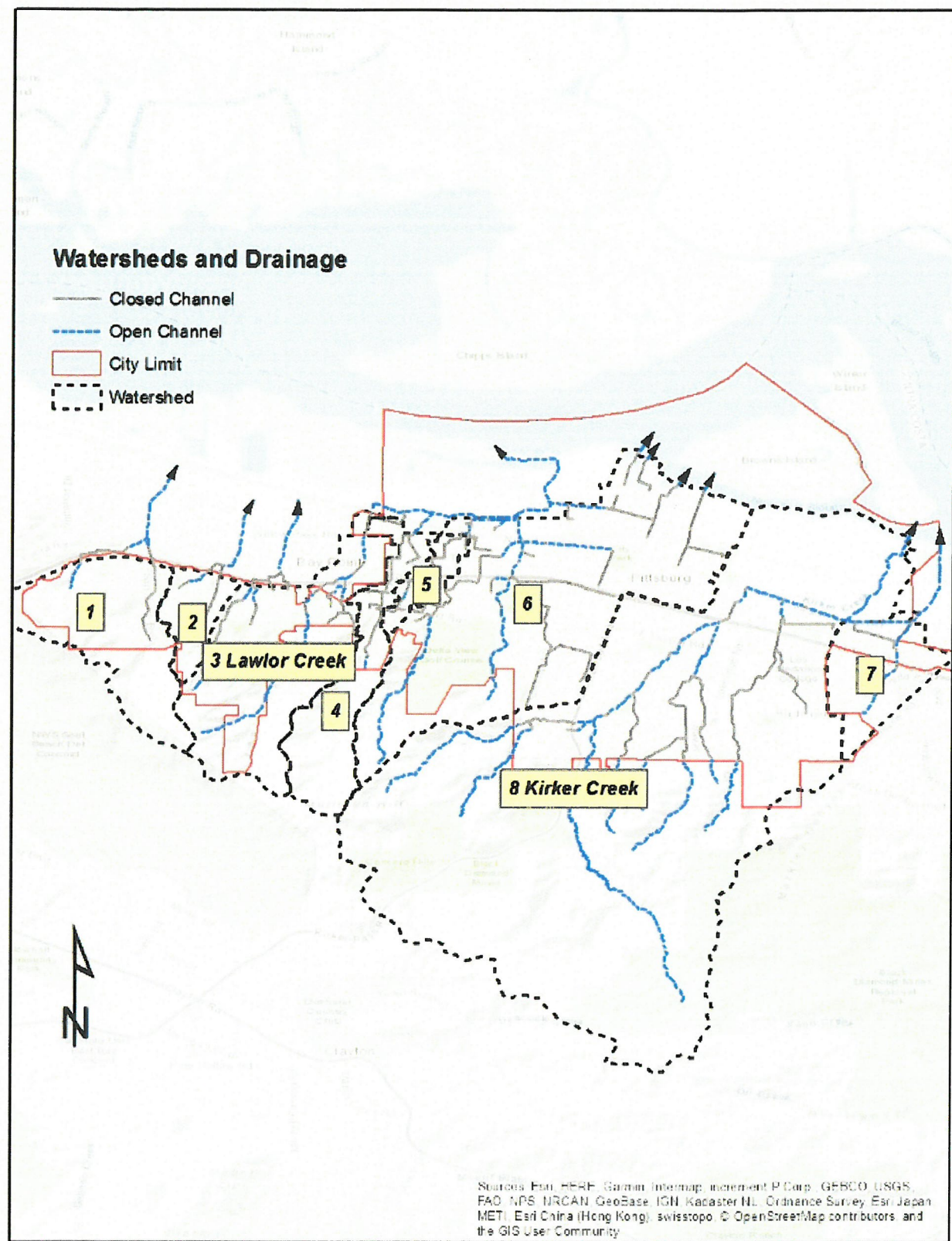


Figure 2: City of Pittsburgh Watersheds

the City widened the man-made channel along Pittsburg-Antioch Highway in 2004. Since then, there have been no major issues with flooding in those areas.

Lawlor Creek Watershed

The western portion of the City is drained by Lawlor Creek, through Lawlor Ravine, south of SR 4. Willow Creek drains the portion north of the highway, encompassing Bay Point. The greater watershed area is called Willow Creek. Lawlor Creek runs along Bailey Road and originates in the foothills west of the Keller Canyon Landfill. The upstream portion of the watershed consists of undeveloped land, while downstream south of SR 4 consists of residential and commercial development.

Lawlor Creek is primarily open channel until it goes under SR 4 where it becomes Willow Creek. Willow Creek is primarily an open channel until it reaches Willow Pass in Pittsburg. The creek goes through double-box culverts in the California Seasons housing subdivision then meets the open channel at the Southern Energy Delta marshland. At Suisun Bay.

Other Watersheds

Watersheds 1 and 2 consist primarily of new residential development. These areas drain via storm drainpipes and swales north to SR 4. In addition, there are bioretention areas just south of SR 4 for the San Marco and Alves Ranch properties. The drainage is carried across SR 4, through stretches of natural channels in Bay Point, until it drains northeast to Suisun Bay.

Upstream of Watershed 4 is the Keller Canyon Landfill, dedicated open space lands adjacent to the landfill that drain through a natural channel to the Hillsdale residential development. Stormwater is then conveyed north through underground pipes, crossing the Contra Costa Canal, going under SR 4, through the Willow Landing residential development, and across Willow Cove Elementary School, before crossing Willow Pass Rd. An open channel then carries stormwater under the Union Pacific and BNSF railroads, northeast where it meets Willow Creek.

Watershed 5 consists primarily of residential developments and drains via underground pipes, northeast through SR 4, Contra Costa Canal, Union Pacific and BNSF Railroads, before draining to Willow Creek along Willow Pass Road.

Watershed 6 includes downtown Pittsburg and areas north of the BNSF Railroad, and areas west of Railroad Ave. The southern portion of the watershed is primarily residential communities and open spaces, with institutional and commercial uses along Railroad Ave. The western divide of the watershed is drained primarily by two natural channels on both sides of the Delta View Golf Course. The western channel runs through primarily park and residential space, while the eastern channel runs along an undeveloped PG&E corridor.

Both streams cross the Contra Costa Canal, West Leland Road, SR 4, the BNSF and Union Pacific Railroads, and finally Willow Pass Rd before entering Willow Creek.

The southeast portion of Watershed 6 is drained through underground pipes and terminates northwest at Willow Creek. The northeast portion of the watershed that encompasses downtown Pittsburg is a mixture of industrial, residential, and commercial developments. The drainage consists of underground pipes which go to various outfalls north along New York Slough. There is a segment of ditch west of Herb White Way that takes runoff from nearby neighborhoods and runs west to a pump station to a portion of Willow Creek.

1.3.7 Storm Sewer System

The City's stormwater system is comprised of both open and closed pipe drainage conveyance systems. The City's drainage system flows generally south to north and ultimately discharges into New York slough. The City's storm drain conveyance system is interrupted by the Contra Costa Canal, which runs east to west through the City limits, as well as SR 4.

Incorporating GI in these areas of the City is a challenge due to existing grades. In addition, the majority of the City's soils consist of expansive clays with moderate to high expansion potential, inhibiting infiltration potential. The developed portions of the City offer very limited areas within the existing right of way to install GI.

1.3.8 Flood Zones

As with a majority of Contra Costa County's creeks and shoreline, portions of Pittsburg's waterways and shore lie within the 100-year flood plain (Figure 3). Areas along Suisun Bay and along the Sacramento River have the greatest flood risk; most of these areas are marshland and undeveloped sites. This includes Browns Island in the northeast portion of the City, and the marshes along Suisun Bay. Other areas within the 100-year flood zone include portions of the industrial shoreline, some residential areas near the harbor and downtown, undeveloped areas along New York Slough, along the banks Kirker Creek, segments of Lawlor and Willow Creeks, and the northern portion of the PG&E corridor near Americana Park.

In general flood hazards are limited north of SR 4 and upstream portions of Kirker Creek. Undersized culverts under SR 4 and along Kirker Creek were identified in the Stormwater Management Plan prepared in 1999. Potential areas that are affected by Kirker Creek include residential neighborhoods, Buchanan Park and the nearby Highlands

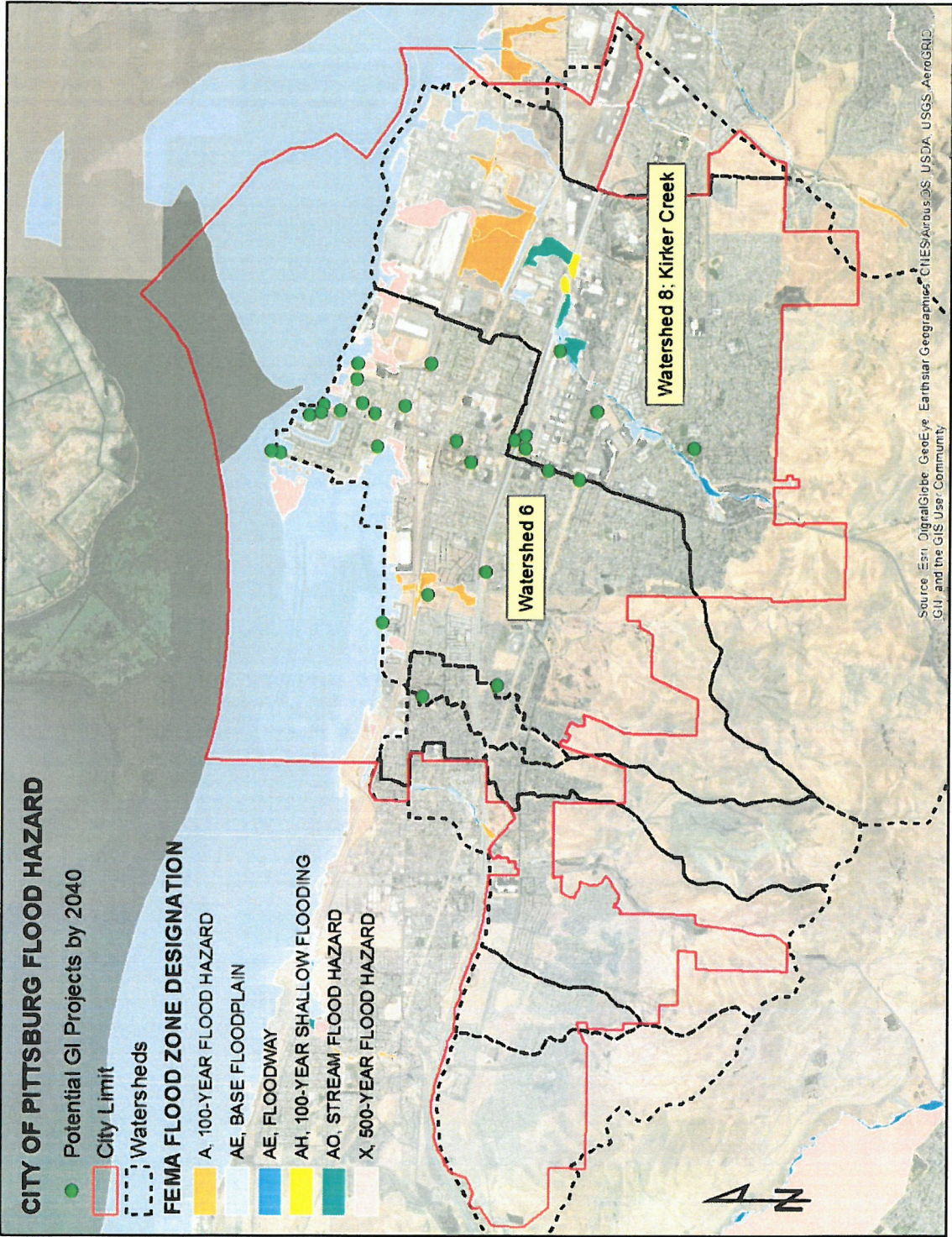


Figure 3: Pittsburg Special Flood Hazard Areas and Potential GI Projects through 2040

Elementary School, Hillview Junior High, and Small World Amusement Park. In addition, there are industrial areas along SR 4 that are in the 100-year flood zone. The downstream portion of Kirker Creek that runs through the eastern portion of Dow Chemical Company is also a flood hazard. Included in the 100-year flood is the Dow Wetlands Preserve. At high flows, the Los Medanos Wasteway carries floodwater east into Antioch City limits then north to the New York Slough. There are six proposed GI projects that are located within the 100-year flood areas, which will help to alleviate localized flooding.

1.3.9 Flood Control Development Policies

The Kirker Creek watershed is the City of Pittsburgh’s most vulnerable flood area because of its size and location. For example, a flood event occurred in 1998 that closed off access to the City of Pittsburgh and neighboring communities for one week. Through the Stormwater Management Plan improvements study, it was determined that in order to increase capacity and eliminate flooding, the need for channel improvements, culvert and bridge modifications and detention basins for storage would be required. In conjunction with the City Council’s approval of the study, an amendment to the City’s municipal code was adopted, requiring new development in the Kirker Creek Watershed to either permanently mitigate stormwater flow or pay a fee calculated in proportion to the creation of new impervious surface within the drainage area.

1.3.10 Recent and Planned Drainage Improvements

In 2004 and 2005, downstream Kirker Creek improvements were completed which included widening of the channel that runs along Pittsburgh-Antioch Highway. Double box culverts now carry stormwater under MLK Jr. Elementary school to Kirker Creek north of the school. A concrete weir also runs along the channel and a detention basin was constructed adjacent to the channel to accommodate excess flows. Other storm drainage improvement projects completed within the past decade include increasing the capacity of the drainage system in the downtown area, installing a storm drain on East Leland and Railroad, relocating a pump station controller, and repairing a landslide on a portion of the Kirker Creek drainage channel.

Implementation of drainage improvements identified in the Stormwater Management Plan is ongoing throughout the City. Most improvements entail replacement of undersized pipes in the Kirker Creek watershed, Lawlor Creek watershed, Watershed 4, Watershed 5, and Watershed 6. Most of the projects have no identified funding sources. In the downtown area, there is a need to install a dewatering pump station to remove standing water in a box culvert that remains full year-round. Areas that need new storm drain pipelines to prevent flooding or accept additional stormwater flows include West Leland Road and East of Loveridge Road.

One project in Watershed 6 that is under design and is included in this GI Plan will alleviate flooding on North Parkside Drive by retrofitting an existing detention basin at Americana Park. The project will include a new vegetated swale to convey low flows, educational signage and improvements in the park adjacent to the basin (refer to Section 4.2, Early Implementation Project).

1.3.11 Funding for Maintenance and for Capital Improvements

Operation and maintenance of stormwater facilities is funded by the City's Annual Stormwater Utility Area Fee and supplemented with the City's Solid Waste Fund. The budget is limited and generally not enough to construct drainage improvements identified in the Stormwater Management Plan. Federal and state grants have helped fund capital improvement (CIP) projects; this includes the Americana Drainage project on the current CIP list. Another source of funding are development contributions through subdivision requirements and development impact fees such as the Kirker Creek Drainage fee.

The City currently allows alternative compliance for C.3 requirements via credits for stormwater treatment facilities built offsite from the project location. Developers that choose to meet their stormwater treatment and or flow control requirements through alternative compliance measures have the option to construct facilities on City parcels. Developers annex their project sites into the City's Community Facilities District (CFD) to fund the long-term maintenance of these stormwater treatment features. The funds received through the CFD pay for City staff to maintain the stormwater features in perpetuity.

1.3.12 Related Regional and Countywide Plans and Planning Documents

This GI Plan has been coordinated with the following regional stormwater documents:

- The Contra Costa Watersheds Stormwater Resource Plan (CCW SWRP). The CCW SWRP was funded by State Water Resources Control Board under a Proposition 1 Grant, with matching contributions provided by Contra Costa municipalities individually and collectively through the Contra Costa Clean Water Program (CCCWP). The CCW SWRP identified and prioritized potential multi-benefit stormwater management projects, including GI projects in watersheds and jurisdictions throughout Contra Costa County. Projects identified within the CCW SWRP are eligible to apply for future state funding. Many of the projects included in this GI Plan were drawn from the CCW SWRP project opportunity lists.
- The Contra Costa Countywide Reasonable Assurance Analysis (RAA). The RAA for GI is being prepared by Contra Costa municipalities collectively through the CCCWP and is consistent with guidance prepared by the Bay Area Stormwater Management Agencies Association (BASMAA). The RAA for GI uses a water

quality model coupled with continuous simulation hydrologic output to estimate baseline loadings of pollutants and the reductions that might be achieved through GI implementation in 2020, 2030, and 2040 under various scenarios, which include implementation of projects identified in this GI Plan. Results pertinent to GI planning and implementation are discussed in Section 2 of this GI Plan.

1.3.13 Related Local Planning Documents

The City plans to integrate GI into a wide diversity of public and private projects. To facilitate GI being considered and supported in the range of project planning and design processes, the City has reviewed or is currently updating the following planning documents to appropriately incorporate GI requirements:

- General Plan Pittsburgh 2020
- Railroad Avenue Specific Plan (2009)
- Kirker Creek Watershed Management Plan (2004)
- Stormwater Management Plan (1999)

A status summary of these documents and workplan for future updates is included in Appendix A. Table A-1 includes information on planning documents that require updates to incorporate GI requirements and provides a schedule for the updates. The incorporation of GI language into plans requiring updates will be accomplished by implementing the following steps:

Step 1: Draft Text to Incorporate in the Planning Documents. City staff will develop draft text to incorporate into the identified plans and planning documents. The draft text will set forth GI requirements for projects that are identified in the applicable plans or planning documents, and for projects that may be developed to meet the planning goals, objectives, and policies articulated in the documents.

Step 2: Coordination and Outreach to Update Planning Documents. City staff will prepare draft revisions of relevant sections of planning documents to ensure that the GI implementation text prepared in Step 1 is included in the scheduled updates of applicable plans and planning documents. This step will include coordination with and outreach to departments within the City, stakeholders, decision-making bodies, and the general public. Proposed updates to planning documents are anticipated to be circulated for public review prior to the final approval of the documents that are updated to include GI requirements.

Step 3: Track and Record the Update of Planning Documents. Throughout the process of updating plans and planning documents, and after the documents are updated, City staff will document coordination with and outreach to departments

within the agency, stakeholders, decision-making bodies, and the general public, including the final approval of the documents that are updated to include GI requirements. This includes tracking and recording the dates on which draft planning documents are circulated for review, the dates on which public hearings or other public meetings are held, and the dates when final planning documents are approved.

In addition, the City is currently in the process of developing an active transportation policy called the Pittsburgh Moves Plan, which is intended to encourage more foot and bicycle traffic through the City. Input from the general public identified the top concern for bicyclists and pedestrians is the high speed of cars, which make bikeways unsafe, and pedestrian crossings of large streets uncomfortable. When the City’s Pittsburgh Moves Plan is finalized, priority projects identified in the plan will also be screened for GI opportunities to support the development of safer biking and pedestrian corridors.

1.3.14 Outreach and Education

The Contra Costa Clean Water Program developed the Contra Costa Stormwater Resource Plan (CCW SWRP) in collaboration with the Contra Costa County Flood Control District, unincorporated Contra Costa County, the 19 incorporated cities and towns within Contra Costa County and other stakeholders. Education, outreach and public participation was conducted following the CCW SWRP Stakeholder Outreach, Education and Engagement Plan. The CCW SWRP serves as the basis for public project selection.

The City’s GI Plan development process engaged a wide variety of stakeholders, including both government staff and community members who will live, work, and play near future GI projects, as summarized in Table 1.

Table 1. Outreach Conducted on Green Infrastructure Plan

Event	Date	Topic
City Council Meeting	May 1, 2017	GI Plan Framework
CCCWP C.3. Workshop	April 24, 2018	C.3. workshop for municipal staff and land development professionals
CCTA Planning Director’s meeting	May 10, 2018	CCCWP GI Plan presentation by Dan Cloak
Contra Costa Planning Directors meeting	January 11, 2019	CCCWP GI Plan presentation by Dan Cloak
Contra Costa City/County Engineering Advisory Committee	January 17, 2019	CCCWP GI Plan presentation by Dan Cloak

Land Use Subcommittee	June 18, 2019	Staff presentation on GI Plan
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The City also intends to engage relevant government staff and community members as projects move forward towards design and implementation. The City has standing monthly interdepartmental Development Review Team meetings, which will continue to be a forum for educating staff and discussing the implementation of GI projects. The City will continue to coordinate within and between City departments to develop concepts for integrated projects to serve multiple objectives.

The GI concepts have been presented to the public via the Pittsburgh Moves forum as well as the City newsletter. The City developed a website called Livin Green that currently promotes Integrated Pest Management and provides information about water efficient gardening practices; the City plans to expand this platform to promote GI projects and concepts.

1.3.15 Policies, Ordinances, and Legal Mechanisms

On August 19, 2019, the City Council adopted Resolution 19-.... Approving the GI Plan as the planning instrument for the construction of City-wide GI facilities.

2 Green Infrastructure Targets

Provision C.3.j.i.2.c of the MRP requires the City's GI Plan to identify impervious surface targets to be retrofitted with potential GI projects by 2020, 2030, and 2040.

This planning process developed and assessed projections for the square footage of impervious surface to be retrofitted and treated with GI from private projects within the City's jurisdiction by 2020, 2030, and 2040. It also incorporates targets for the square footage of impervious surface to be retrofitted and treated with GI through potential public projects within the City's jurisdiction by 2020, 2030, and 2040.

2.1 Private Development Projections

To forecast private development, the City participated in a regional process coordinated through the CCCWP and shared with BASMAA member agencies. This process utilized the outputs of UrbanSim, a model developed by the Urban Analytics Lab at the University of California under contract to the Bay Area Metropolitan Transportation Commission (MTC). UrbanSim is a modeling system developed to support the need for analyzing the potential effects of land use policies and infrastructure investments on the development and character of cities and regions. The Bay Area's application of UrbanSim was developed specifically to support the development of Plan Bay Area, the Bay Area's Sustainable Communities planning effort.

MTC forecasts growth in households and jobs and uses the UrbanSim model to identify development and redevelopment sites to satisfy future demand. Model inputs include parcel-specific zoning and real estate data; model outputs show increases in households or jobs attributable to specific parcels. The methods and results of the Bay Area UrbanSim model have been approved by both MTC and ABAG Committees for use in transportation projections and the regional Plan Bay Area development process.

The CCCWP process used outputs from the Bay Area UrbanSim model to map parcels predicted to undergo development or redevelopment in each Contra Costa jurisdiction at each time increment specified in the MRP (2020, 2030, and 2040). The resulting maps were reviewed by local staff for consistency with the City's local knowledge and local planning and economic development initiatives. The maps were revised, and each revision documented.

It is assumed that multifamily residential and commercial/industrial developments will incorporate stormwater treatment facilities (typically bioretention) in accordance with MRP Provisions C.3.b., C.3.c., and C.3.d. Because of high land values, it is expected that more than 50% of the existing impervious area in each parcel will be replaced if a parcel is developed, and therefore the entire parcel will be subject to Provision C.3 requirements

(that is, will be retrofit with GI), consistent with the “50% rule” requirements of MRP Provision C.3.b.

Existing impervious surface for each affected parcel was estimated using the 2011 National Land Cover Database. Estimates were spot-checked and revised based on local knowledge and available satellite imagery.

Based on these assumptions and the revised maps, the amounts of existing impervious surface forecast to be retrofit with GI via private development are as shown in Table 2.

Table 2. Estimates of Cumulative Impervious Surface to Be Retrofit via Private Development

2020	2030	Cumulative 2020-2030	2040	Cumulative 2020-2040
54	29	83	22	105

2.2 Targets for Public Projects

Forecasted impervious surface to be retrofit via public projects is in two categories:

- 1. Estimated tributary impervious surface area for specific GI projects identified in this GI Plan.
- 2. Additional tributary impervious surface associated with projects yet to be identified. These projects are associated with general geographic areas (neighborhoods or blocks) but specific facility locations have not yet been identified.

These forecasts are summarized in Table 3.

Table 3. Estimates of Cumulative Impervious Surface to Be Retrofit via Public Projects

Year	2020	2030	Cumulative 2020-2030	2040	Cumulative 2020-2040
Area Tributary to GI Projects Included in This GI Plan [Acres]	39	25	64	39	103
Additional Area Associated with Projects Yet to be Identified [Acres]	0	67	67	39	106
Total [Acres]	39	92	131	209	209

2.3 Projected Load Reductions

MRP Provisions C.11/12.c.ii.(2) require Permittees to prepare a Reasonable Assurance Analyses (RAA) for mercury and PCBs, respectively, that achieve the following objectives:

- a) Quantify the relationship between areal extent of GI implementation and load reductions, taking into consideration the scale of contamination of the treated area as well as the pollutant removal effectiveness of likely GI strategies;
- b) Estimate the amount and characteristics of land area that will be treated through GI by 2020, 2030, and 2040;
- c) Estimate the amount of load reductions that will result from GI implementation by 2020, 2030, and 2040; and
- d) Quantitatively demonstrate that PCBs reductions of at least 0.5 kg/yr and mercury reductions of 1.7 kg/yr will be realized within the County by 2040 through implementation of GI projects.

The CCCWP Annual Report includes a memorandum prepared by Geosyntec Consultants, “Reasonable Assurance Analysis [RAA] Countywide Attainment Strategy”. The memorandum summarizes the objectives and methodology for the CCCWP RAA analysis that will be submitted with the Fiscal Year 2019-2020 Annual Report to meet each of the objectives noted above.

The CCCWP also developed a Countywide Attainment Strategy memorandum that describes potential next steps for County Permittees to implement projects collectively to meet the MRP load reduction requirements. The RAA analysis includes a scenario

outlined in the Countywide Attainment Strategy that evaluates PCBs and mercury loads reduced by public projects in each Permittee’s GI Plan. This demonstrates how PCBs and mercury load reduction goals could be achieved at the countywide level. The Permittees collectively, believe that a countywide strategy will be the most effective and efficient way to achieve the PCBs and mercury load reduction goals.

3 Public Project Identification, Prioritization, and Mapping

3.1 Tools for Public Project Identification and Prioritization

Publicly owned parcels and ROWs that could potentially be retrofit to include multi-benefit stormwater capture facilities were identified as part of the CCW SWRP (CCCWP, 2018). These potential project locations were used as the basis for identifying future public retrofit locations within the City. A summary of the project identification and prioritization process conducted for the SWRP is described herein; additional details may be found in the SWRP (CCCWP, 2018).

3.1.1 SWRP Project Opportunity Identification

The SWRP identified public retrofit opportunities through a request for planned projects, sent to the Contra Costa County Permittees, along with a geographic information system (GIS)-based project opportunity analysis, conducted using data received from the Permittees through a data request. Information related to the identification of potential projects was received from 25 jurisdictions, government agencies, non-governmental organizations, and watershed groups that were contacted with potential project requests.

The desktop GIS analysis entailed screening for publicly owned parcels and ROWs without physical feasibility constraints that would preclude implementation of a stormwater capture project. The project opportunity analysis consisted of the following steps:

1. Identify publicly owned parcels through parcel ownership and/or tax-exempt status.
2. Screen identified publicly owned parcels to identify those at least 0.1 acres in size; and with average slopes less than 10%.
3. Identify ROW using the county-wide roadway data layer. Roadways considered were state and county highways and connecting roads, as well as local, neighborhood, and rural roads.
4. Identify land uses associated with identified parcels and surrounding identified ROWs with a combination of ABAG land use categories and use codes provided by the Contra Costa County Assessor.
5. Screen all identified locations (i.e., parcels and ROWs) for physical feasibility. The following screening relating to physical constraints was applied to identified sites (to the extent that the necessary data had been provided or obtained):
 - a. Regional facilities were not considered for parcels that were greater than 500 feet from a storm drain, due to limited feasibility in treating runoff from a larger drainage area;

- b. Parcel-based facilities were not considered for sites that were more than 50% undeveloped land uses, due to the limited potential for pollutant of concern load reduction;
- c. Parcels with significant drainage area outside of urbanized areas were removed, as these sites would not provide opportunity for significant pollutant of concern load reduction;
- d. Sites more than 50% within environmentally sensitive areas (ESAs) (designated wetlands, biologically sensitive areas) were removed so as not to disturb these habitats;
- e. Sites with more than 50% overlying landslide hazard zones were removed to avoid the potential for increasing landslide risk.

The remaining identified public parcels and ROWs were considered preliminarily feasible for installation of stormwater capture facilities and were analyzed using a metrics-based multi benefit analysis. The results of the metrics-based multi-benefit analysis provided some information helpful for consideration of GI priorities within the City. A summary of the project opportunity classification and scoring conducted for the SWRP is provided in the following section.

3.1.2 SWRP Project Opportunity Metrics-Based Multi-Benefit Analysis

To conduct the SWRP project opportunity metrics-based multi-benefit analysis required as part of the SWRP, additional data was analyzed, and classifications were made regarding the project opportunities. First, all project opportunities (i.e., including those identified through the GIS opportunity analysis and the stakeholder potential projects process) were classified using the following information:

- 1. Stormwater capture project type;
- 2. Infiltration feasibility;
- 3. Facility type; and
- 4. Drainage area information.

Details regarding each of these classifications are provided in the following sections.

Stormwater Capture Project Type

All physically feasible project opportunities that did not include a previously defined non-GI stormwater capture facility (e.g., stream restoration projects provided by Stakeholders as part of the SWRP project request) were assumed to be feasible for GI implementation as part of the SWRP project opportunity classification. The projects identified through the GIS opportunity analysis and stakeholder stormwater capture projects process were

categorized as parcel-based, regional, or ROW/green street projects, as summarized in Table 4.

Table 4. Green infrastructure Project Types and Characterization Criteria

GI Project Type	Definition	Description
ROW/green street projects	Treating the road and portions of adjacent parcels	All street-based projects
Regional Projects	Treating a large area draining to the parcel.	The parcel contains at least 0.5 acre of undeveloped or pervious area 9 as identified through land use class); and The drainage area is larger than the parcel itself and the location is sufficiently close to a storm drain (i.e., within 500 feet where storm drain data is available.)
Parcel-based projects	Treating the Drainage area only on the identified parcel	All other parcel locations

Infiltration Feasibility

All SWRP project opportunity locations were categorized as feasible, infeasible, or partially feasible for infiltration, based on underlying hydrologic soil group, depth to groundwater (as data was available), nearby soil or groundwater contamination, and presence of underlying geotechnical hazards, as described in Table 5.

Table 5: SWRP Project Opportunity Infiltration Feasibility Categorization Criteria

Infiltration Feasibility Category	Description
Hazardous/infeasible for infiltration	Projects that are located: • More than 50% overlying liquefaction hazards; or • Within 100 feet of a site with soil or groundwater contamination (e.g., based on proximity to active GeoTracker or EnviroStor sites)

Infiltration Feasibility Category	Description
Infiltration safe but only partially feasible	None of the above constraints exist, but the soil underlying the facility is relatively poorly draining (identified as hydrologic soil group (HSG) C or D)
Infiltration feasible	The site has none of the infiltration hazards present and the soil underlying the facility is relatively well draining (identified as HSG A or B).

For the purpose of SWRP project opportunity multi-benefit scoring (i.e., the metrics-based analysis conducted), locations feasible for infiltration were assumed to retain the full water quality capture volume. At locations that are partially feasible for infiltration, it was assumed that infiltration would be promoted in the facility, but the full water quality capture volume would not be infiltrated due to poor drainage. These areas were assumed to infiltrate to the extent possible using a raised underdrain. Locations that are hazardous for infiltration were assumed to implement non- infiltrating GI projects (i.e., lined bioretention) and were assumed to retain no volume.

SWRP Project Opportunity Facility Type

Each SWRP project opportunity location was assigned a facility type. For potential projects identified by the Permittees and/or stakeholders, a facility type was assigned based on the facility description or classification provided by the agency or project proponent. For project opportunities identified through the GIS analysis, the facility type was assumed to be GI, with infiltration capability defined based on the infiltration feasibility screening. The resulting SWRP multi-benefit stormwater capture project types that were considered for the GI Plan included:

- Capture and Reuse
- Constructed Wetland
- Lined Bioretention
- Unlined Bioretention
- Unlined Swale
- Water Quality Basin

SWRP Project Opportunity Drainage Area

For each identified project opportunity, the drainage area was identified and characterized as follows:

1. All project opportunities with identified drainage areas were characterized as provided by project proponents.
2. For ROW project opportunities for which the drainage area had not been characterized, the roadway and an assumed tributary width (e.g., 50 feet per side) that extends into the adjacent parcels was considered the drainage area.
3. For parcel-based project opportunities for which the drainage area had not been characterized, the entire parcel was assumed to make up the drainage area.
4. For regional project opportunities for which the drainage area had not been characterized, the drainage area characterization (i.e., slope and land use) was approximated.

SWRP Project Opportunity Metrics-Based Multi-Benefit Analysis Scoring

Using the information compiled in the identified project opportunity database, each SWRP identified project received a score using a metrics-based multi benefit analysis. A description of each scored project component is provided below, and the scoring criteria are presented in Table 6:

- Parcel area (for regional and parcel-based GI projects only) - This scoring component awarded more points for larger parcels.
- Slope – This scoring component awarded more points to flatter slopes and is related to ease of construction and implementation.
- Infiltration feasibility – More points were awarded to projects that overlie infiltrating soils.
- PCBs/mercury yield classification in project drainage area – This scoring component is related to the influent TMDL pollutant loads; higher potential load reduction achieved higher points.
- Removes pollutant loads from stormwater – Points were awarded to facilities designed as GI or treatment control facilities for this scoring component.
- Augments water supply – Increasing points were awarded based on potential water supply provided for this scoring component.
- Provides flood control benefits – Flood control facilities received points specific to providing flood control benefits for this scoring component.
- Re-establishes natural water drainage systems or develops, restores, or enhances habitat and open space – Hydromodification control, stream restoration, and habitat restoration projects received points specific to providing these environmental benefits, for this scoring component.
- Provides community enhancement and engagement – Projects that specifically provide public use areas or public education components with potential opportunities for community engagement and involvement were given points specific to providing community benefits, for this scoring component.

Table 6: CCW SWRP Projects Metrics-Based Multi-Benefit Scoring Criteria

Project Component	Benefit Addressed	Points		
		0	1	2
General Stormwater Management Performance/Implementation Feasibility				
Parcel area (for regional and parcel-based projects only)	All	<1 acre	1-<4 acres	>4 acres
Location slope	All	7-10%	3-7%	0-3%
Infiltration feasibility	All	No	Partial	Yes
Individual Benefit Performance				
PCBs/Mercury yield classification in project drainage area ¹	Water Quality	New Urban, Agriculture/Open Space, or Other	Old Urban	Old Industrial or Source Property (+1)
Removes pollutant loads from stormwater	Water Quality	Trash Capture Devices	Non-GI and Non-Infiltrating GI Treatment Control	Partially and Fully Infiltrating GI Project or Regional Project (+1)
Augments Water Supply	Water Supply	--	Infiltrating GI of Infiltrating Flood Control Project over Potential Water Supply Aquifer	Harvest/Use of Other Water Augmentation Project ²
Provides Flood Control Benefits	Flood	--	Fully and Partially Infiltrating GI Project	Flood Control Project ²
Re-establishes Natural Water drainage systems	Environmental	--	Fully and Partially Infiltrating GI Project	Stream Restoration or Hydromodification on Control ²
Develops, restores of enhances habitat and open space	Environmental	--	GI Project	Habitat Restoration Project ²
Provides enhanced or created recreational and public use areas with potential opportunities for community involvement and education	Community	--	GI Project	Public Use Area or Public Education Project Component ³

1. Includes parcel yield classification for parcel-based projects; drainage area yield classification for regional projects; and adjacent parcel yield classification for ROW projects. Scores will be weighted on the portion of the drainage area in each yield classification.

2. As identified by the project proponent.

3. Defined as providing “enhanced or created recreational and public use areas, community involvement, or employment opportunities” per the State Storm Water Resource Plan Guidelines (SWRCB, 2015) per Permittee/Stakeholder project information. Typically, and added project feature.

All classified and scored SWRP projects were compiled into a master database as part of the SWRP. The SWRP identified projects located within the City’s jurisdictional boundary were provided to the City for review. The project classification information and SWRP score were provided to the City for informational purposes.

A total of 977 project opportunities were considered through the SWRP preliminary ranking process. The lowest scoring projects earned five (5) points; and the highest scoring project earned 14 points out of a possible 20 points. The average project score was 11 points.

City Prioritization Process

The City conducted an independent project opportunity ranking process of the identified SWRP projects in collaboration with the Public Works Director, Capital Improvement, and Traffic Engineers. A total of 56 projects were ranked, some of which corresponded to existing CIP projects, some were former redevelopment agency properties, and others potential public/private collaboration projects. The projects were prioritized according to the likelihood of construction based on anticipated funding and consistency with City development goals.

SWRP projects were then reviewed for the GI Plan, focusing on areas within the Kirker Creek Watershed and the unnamed Watershed 6. These two watersheds are in the central portion of the City and have the highest concentration of commercial, industrial and residential land uses, which correlates to pollutant loading. In addition, previous analyses have identified storm drainage system capacity issues within the watersheds. Currently identified CIP within the watersheds were reviewed for potential GI opportunities. Through this process, the City selected additional projects to include in the GI Plan that best enhanced the existing CIP list.

Map and Project List

A list of potential public GI Projects to be implemented is provided in Appendix B. The GI projects are grouped according to the anticipated construction completion by 2020, 2030, and 2040. Potential public GI projects to be completed by 2040 are also shown on Figure 3.

4 Early Implementation Projects

4.1 Review of Capital Improvement Projects

MRP Provision C.3.j. ii. requires the City to prepare and maintain a list of public and private GI projects planned for implementation during the 2015- 2020 permit term, and public projects that have potential for GI measures. The City submitted an initial list with the FY 15-16 Annual Report to the RWQCB and updated the list in the FY 16-17 and FY 17-18 Annual Reports.

The creation and maintenance of this list is supported by guidance developed by BASMAA: “Guidance for Identifying Green Infrastructure Potential in Municipal Capital Improvement Projects” (May 6, 2016). The City used the BASMAA guidance to screen the 5-year CIP list for FY17-18 through FY20-21. The screening process removed projects that did not involve construction and/or have the potential for GI implementation. For the remaining projects, the screening identified if the project is a C.3-regulated project, evaluated the potential for the project to include GI components, and evaluated the project funding status.

The City is moving forward with incorporation of GI elements into the Americana Storm Drainage Capital Improvement Project, CIP Project SD-9

4.2 Early Implementation Project

The Americana Park Storm Drainage Project (CIP Project SD-9) has been identified as an early implementation project. The 2.5-acre neighborhood park is located in the Americana subdivision adjacent to North Parkside Drive and is engineered to function as a detention basin. The project will alleviate localized flooding on North Parkside Drive caused by discharges from the undersized detention basin by constructing a high flow bypass channel across the PG&E utility corridor. Therefore, the project requires obtaining an easement from PG&E. GI measures include:

- A retrofit of the existing detention basin to increase storage capacity and rate-control the outlet discharge;
- Construction of a vegetated swale that will replace the existing undersized North Parkside Drive ditch and convey low flows from the retrofitted basin; and
- Educational signage

The drainage area treated by the project is 14 acres. A conceptual design for this project was included in the SWRP as one of ten project opportunities selected for conceptual design.

4.3 Workplan for Completion

Tasks and timeframes for constructing the Americana Park Storm Drainage CIP Project are included in Table 7.

Table 7: Early Implementation Project Workplan

Project Name	Schedule							
	Planning		Preliminary Design		Final Design		Construction	
	Start	Finish	Start	Finish	Start	Finish	Start	Finish
CIP Project SD-9. Americana Park Storm Drainage Project	09/2016	09/2016	12/2016	02/2017	04/2019	TBD	TBD	TBD

Project Name	Budget	Funding Source	Responsible Party
CIP Project SD-9. Americana Park Storm Drainage Project	\$700,000	Community Capital Improvement Fund (CCIF) Infrastructure Repair and Replacement Fund (IRRF)	City of Pittsburgh

5 Tracking and Mapping Public and Private Projects Over Time

5.1 Tools and Process

The CCCWP has developed a county-wide GIS platform for maintaining, analyzing, displaying, and reporting relevant municipal stormwater program data and information related to MRP Provisions C.10 (trash load reduction activities) and C.11/C.12 (mercury and PCBs source property identification and abatement screening activities). This tool is also used to track and report on GI project implementation.

The CCCWP's stormwater GIS platform features web maps and applications created using ESRI's ArcGIS Online (AGOL) for Organizations, which accesses GIS data, custom web services and reports that are hosted within an Amazon cloud service running ESRI's ArcGIS Server technology.

The C.3 Project Tracking and Load Reduction Accounting Tool within the CCCWP AGOL system is used to track and report on GI project implementation. It is currently used to track and map existing private and public projects incorporating GI; in the future it may also be used to map planned projects and will allow for ongoing review of opportunities for incorporating GI into existing and planned CIPs. The AGOL system can be used to develop maps that can be displayed on public-facing websites or distributed to the public. These maps can be developed to contain information regarding the GI project data input into the AGOL system.

The C.3 Project Tracking and Load Reduction Accounting Tool is intended to be used to allow for estimates of potential project load reduction for PCBs and mercury and presently supports the BASMAA Interim Accounting Methodology for certain load reduction activities. In the future, the tool is planned to be updated with the RAA methodology developed for the County. That functionality is planned to be active by the end of the current permit term.

The City actively engages with the AGOL tool and maintains up-to-date project data as facilities are constructed. The City purchased Cityworks to replace its current asset management system and is currently in the process of migrating to the new platform. This new system will be used to track maintenance and inspection of GI facilities.

6 Design Guidelines and Specifications

6.1 Guidelines for Streetscape and Project Design

GI retrofits of existing streets and public parcels within the City will consider the following principles, as applicable:

- Ensure projects design and construct adequate conveyance facilities that meet local drainage standards and consider the potential for flood risk;
- Whenever possible integrate GI with bicycle, pedestrian and transit needs of the right of way or parcel;
- Maximize GI opportunities in parking lots and other large paved areas;
- Preserve trees and mature vegetation whenever possible and promote the planting of native trees into project designs;
- Ensure that appropriate design standards and guidelines are followed when designing and implementing GI;
- Promote internal and external communication prior to and during construction to minimize the impact of construction activity on GI.

For projects not regulated under MRP Provision C.3.b that incorporate GI into an existing roadway segment or a previously developed public parcel, the City will use the following guidelines. The guidelines provide high level recommendations for managers/designers/contractors related to drainage conveyance, soils/geotechnical; vegetation, utilities and other infrastructure, and constructability.

San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook, January 2009. The guidebook provides practical information on creating low impact development (LID) roadways and parking lots. The guidebook focuses on San Mateo County conditions but much of the guidance is applicable to the City. Roads and parking lots offer significant opportunities for managing stormwater with GI because they constitute as much as 70 percent of the total impervious cover in ultra-urban landscapes. The guidebook contents include:

- Principles of sustainable stormwater design for green streets and parking lots;
- A stormwater design “toolbox” with various site layout strategies and stormwater facility options;
- A description of how varying street and parking lot conditions may provide GI opportunities;

- Design details for green streets and practical advice on how to design and construct green street and parking lot projects; and
- Key considerations for implementing green street and parking lot projects/programs.

National Association of City Transportation Officials (NACTO) Urban Street Stormwater Guide, 2017. This resource was developed collaboratively by practitioners and professionals across the United States and provides planning and design guidance for GI on city streets to achieve multiple benefits. The guide was developed using other design guidance, city case studies, best practices in urban environments, research and evaluation of existing designs, and professional consensus. These sources, as well as the specific designs and elements included in the guide, are based on North American street design practice.

In addition, the City may refer to guidance for GI facilities included in Chapters 3 and 4 of the CCCWP Stormwater C.3 Technical Guidebook, 7th Edition (CCCWP 2017).

6.2 Specifications and Typical Design Details

The City will use the typical design drawings and standard specifications for GI projects that are referenced below, to be approved on a project-specific basis by the City Engineer. GI projects may also utilize design guidance included in Chapter 4 of the CCCWP Stormwater C.3 Technical Guidebook, 7th Edition manual (CCCWP 2017) for other types of LID stormwater treatment facilities, subject to City Engineer approval.

- BASMAA Urban Greening Standard Details (See Table 8)
- CASQA updates to the Central Coast Low Impact Development Initiative Details and Specifications: <https://www.casqa.org/resources/california-lid-portal/standard-lid-design-plans-specifications>

Table 8: BASMAA Urban Greening Standard Details- Index of GI Typical Designs

Type of GI Facility	Type of Document	Name of Document	Date Prepared	File Type	Weblink
Bioretention Area	Plan View	C-1.1 Bulbout Alternative 1: Sloped Sides, Inline Overflow Structure, Curb Cut Inlet Type A	April 2017	PDF, CAD	PDF file: http://www.sfestuary.org/wp-content/uploads/2017/07/FinalGIDetails_Compiled.pdf CAD files: http://www.sfestuary.org/wp-content/uploads/2017/07/GI-Details_CAD-20170714T182742Z-001.zip
Bioretention Area	Plan View	C-1.2 Bulbout Alternative 2: Walled Bioretention on Both Sides of Corner, Curb Cut Inlets Type A & B	April 2017	PDF, CAD	
Bioretention Area	Plan View	C-1.3 Bulbout Alternative 3: Sloped and Walled Sides, Curb Cut Inlet Type B, Curb Cut Overflow Only	April 2017	PDF, CAD	
Bioretention Area	Plan View	C-1.4 Bulbout Alternative 4: Midblock Bulbout with Raised Bike Lane and Pedestrian Crossing	April 2017	PDF, CAD	
Bioretention Area	Section	S-A-A Section A-A: Sloped Sides / No Curb Walls	April 2017	PDF, CAD	
Bioretention Area	Section	S-B-B Section B-B: Walls on Both Sides, Utility Main Protection	April 2017	PDF, CAD	
Bioretention Area	Section	S-C-C Section C-C: Raised Bike Lane, Overflow Structure	April 2017	PDF, CAD	

6.3 Sizing Requirements

MRP Provision C.3.j.i.(2)(g) requires GI projects to meet the treatment and hydromodification management sizing requirements included in Provisions C.3.c and C.3.d. Provision C.3.c also requires the use of LID stormwater controls. To meet the MRP definition of LID, bioretention facilities must have a surface area no smaller than what is required to accommodate a 5 inches/hour stormwater runoff surface loading rate, and infiltrate runoff through biotreatment soil media at a minimum of 5 inches per hour.

Provision C.3.d of the MRP includes volume-based, flow-based, and the combination volume-and flow-based hydraulic sizing criteria. Bioretention areas may be sized using a simplified flow-based hydraulic sizing method, known as the “4 percent method,” in which the surface area of the bioretention area is 4 percent of the effective impervious surface area that is treated.

Instructions for how to size facilities are provided in Chapter 3 (LID Site Design Guide) of the CCCWP Stormwater C.3 Technical Guidebook, 7th Edition (CCCWP 2017). Chapter 3 of the C.3 Technical Guidebook includes an LID design procedure, equations for sizing facilities and a format for documenting facility sizing calculations. Sizing factors for “Treatment and Flow Control” are provided in Table 3-6 of the C.3 Technical Guidebook and Appendix E of the C.3 Technical Guidebook provides background on stormwater facility sizing criteria. The guidebook uses the 0.2 inches per hour criterion for flow-based facilities to develop a consistent countywide sizing factor for bioretention facilities used for stormwater treatment only and not for flow control. The sizing factor is based on a design maximum surface loading rate of 5 inches per hour (per Provision C.3.c). The sizing factor is the ratio of the design intensity of rainfall on tributary impervious surfaces (0.2 inches/hour) to the design percolation rate in the facility (5 inches/hour), or 0.04 (dimensionless). The CCCWP has also created a sizing calculator (i.e., IMP Sizing Calculator) to be used in conjunction with Chapter 3 of the Stormwater C.3 Guidebook.

Provision C.3.j.i.(2)(g) of the MRP allows the MRP Permittees to develop an alternate sizing approach for street projects that are not subject to Provision C.3.b.ii. (non-Regulated Projects) in which project constraints preclude fully meeting the C.3.d sizing requirements. This approach is described in the BASMAA Guidance for Sizing Green Infrastructure Facilities in Street Projects with companion analysis: Green Infrastructure Facility Sizing for

Non-Regulated Street Projects, (June 2019)³. The document states that bioretention facilities in street projects should be sized as large as feasible and meet the Provision C.3.d sizing criteria where possible. The guidance further states that bioretention facilities in street projects smaller than what would be required to meet the Provision C.3.d criteria may be appropriate in some circumstances and provides guidance that may be applied to those circumstances.

³https://www.cccleanwater.org/userfiles/kcfinder/files/BASMAA_Guidance%20for%20Sizing%20Green%20Infrastructure%20Facilities%20in%20Street%20Projects%20with%20companion%20Analysis%20June%202019.pdf, Accessed July 29, 2019.

7 Funding Options

7.1 Funding Strategies Developed Regionally

BASMAA developed the “Roadmap of Funding Solutions for Sustainable Streets” that addresses the need for traditional single-benefit transportation project funding sources to have flexibility to fund multi-benefit GI projects. The Roadmap outlines the existing barriers for obtaining funding for GI projects through traditional grants that currently limit the use of grants to limited projects. The document also includes tables of strategic actions that agencies and organizations could collaboratively work together to implement.

The City will use the Roadmap to evaluate funding strategies for the potential public GI projects identified in this GI Plan.

7.2 Local Funding Strategies

The Kirker Creek Watershed is the City’s most vulnerable flood area because of its size and location. A Stormwater Management Plan improvements study was created that identified needed drainage improvement projects within the Kirker Creek Drainage area to increase capacity and eliminate flooding. On October 16, 2000, the City approved the Environmental Impact report and Mitigation Plan for the SR 4 / Loveridge Road Flood Relief Project. Subsequently the City’s municipal code was updated to include a Kirker Creek Drainage Area Fee that requires new development in the Kirker Creek Watershed to either permanently mitigate stormwater flow or for developers to pay a fee calculated in proportion to the creation of new impervious surface area within the drainage area.

The City plans to update the Stormwater Management Plan for the Kirker Creek Watershed and re-evaluate the current developer fee as GI projects are incorporated with projects identified in the plan.

8 Adaptive Management

8.1 Pursuing Future Funding Sources

The City intends to pursue stormwater grants as they become available to fund GI projects, or portions of projects, when combined with funding of CIP projects.

8.2 Alternative Compliance and Credit Trading Investigations

As mentioned in previous sections, the City currently has a mechanism in place to allow for private development to exercise alternative compliance with regard to their regulated projects.

The Clean Water Program is also exploring the idea of alternative compliance for construction of stormwater treatment facilities elsewhere within the County for projects that will produce regional stormwater benefits. The City is open to the concept and is supportive of the concept of credit trading.

APPENDIX A

Summary of Planning Documents Reviewed for Green Infrastructure

Table A-1

Summary of Planning Documents Reviewed for Incorporating Green Infrastructure Requirements

Name of Document	Department Responsible for Document	Contact Person in Department	Do Policies, Guidance, or Requirements in Document Create...		Describe Opportunities and/or Conflicts	Is Document Appropriate to Update?				Estimated Update Schedule
			Opportunities to Install GI? (Y/N)	Conflicts with GI? (Y/N)		Yes	Additional GI Opportunities, if Yes	No	Reason, if No	Draft Text Circulate Draft Outreach/Final Approval
General Plan Pittsburg 2020: A Vision for the 21 st Century (2004) Elements: 4. Urban Design; 5. Downtown; 7. Transportation; 8. Open Space, Youth, and Recreation; 9. Resource Conservation; 10. Health and Safety; and 11. Public Facilities	Planning	Kristin Pollot	Y	N	Several General Plan sections currently include language requiring protection of creeks from runoff and erosion through BMP implementation as part of development plans. - Urban Design section states: 4-P-29: medians can be used to collect drainage flows. - Resource Conservation section states: 9-P-17: To prevent flood hazards in the Kirker Creek watershed, ensure that new development minimizes paved areas, retaining large blocks of undisturbed, naturally vegetated habitat to allow for water infiltration. Additional flood control mitigation may include intermixing areas of pavement with the naturally vegetated infiltration sites to reduce the concentration of stormwater runoff from pavement and structures. 9-P-19: As part of the City's Zoning Ordinance, establish regulations for the preservation of mature trees. Include measures for the replacement of all mature trees removed. - Health and Safety section states: 10-P-26: Reduce the risk of localized and downstream flooding and runoff through the use of high infiltration measures, including the maximization of permeable landscape. 10-P-29: During the review of development plans, require all commercial projects to construct on-site retention facilities. Such facilities could be in the form of landscape features or underground swells. 10-P-30: Encourage residential development that includes post-construction Best Management Practices to minimize runoff from the site to the storm drain system (for example, using permeable surfaces for parking lots, sidewalks, and bike paths, or using roof runoff as irrigation).	Y	5.3 Design and Development; Goals: Design and Development: Add GI to the bulleted list of streetscape improvement such as: "install GI such as bioswales, and other landscape designs that allow for water infiltration". Add a similar policy under Policies: Design and Development. 10.2 Flood Control; Flood Control Management; Flood Control: include GI strategies in drainage improvements. Add language to promote GI in Transportation and Public Facilities sections.			City Council Authorized a Consultant Service Agreement for the Preparation of the General Plan Update and Environmental Impact Report in November 2018.

Name of Document	Department Responsible for Document	Contact Person in Department	Do Policies, Guidance, or Requirements in Document Create...		Describe Opportunities and/or Conflicts	Is Document Appropriate to Update?				Estimated Update Schedule
			Opportunities to Install GI? (Y/N)	Conflicts with GI? (Y/N)		Yes	Additional GI Opportunities, if Yes	No	Reason, if No	Draft Text Circulate Draft Outreach/Final Approval
Railroad Avenue Specific Plan (2009)	Planning		Y		2.3.2 Utilities; Storm Drain; Page 37: "The existing drainage system in Pittsburg is comprised primarily of channelized creeks fed by groundwater, surface run-off and City maintained underground storm drains." ... "To help keep the system below capacity, the Specific Plan addresses methods to reduce run-off generated by new development by including pervious surfaces where possible." 4.1 Design and Development Goals; Page 73: "Environmental sustainability also plays an important role in the urban design of the area, and a range of sustainable building techniques and practices are encouraged with the Specific Plan. The Plan promotes creativity in design practices that use energy efficient materials, incorporate stormwater treatment on-site, and incorporate natural elements." 4.1 Design and Development Policies; Page 74: 4-P-4: Develop incentives to support environmentally sustainable practices in site and building design such as improved insulation, operable windows, energy efficient lighting and appliances, solar access, natural ventilation, and permeable paving materials. 4.4 Development Standards; Transit Oriented Development High (TOD-High); Medium (TOD-M); Residential (TOD-R); Business Commercial; and Community Commercial; Pages 83, 86, 88, 91, and 94: Landscape Requirements: Incorporate permeable surfaces and pavers for parking lots, driveways and alleys where feasible. "Permeable pavers in parking lots and other areas help improve drainage and can be an attractive screen for spaces." 7.1 Utilities and Infrastructure Policies; Page 143: 7-P-5: Encourage developers to utilize low-impact development (LID). LID addresses stormwater treatment through small, cost-effective landscape features located at the site level. These landscape features, known as Integrated Management Practices (IMPs) are the building blocks of LID. IMPs include planter strips, rooftop gardens, planter boxes, and pervious concrete pavers. 7.1 Utilities and Infrastructure Policies; Page 143: 7-P-6: Encourage developments on adjacent and/or contiguous lots within the Specific Plan Area, and particularly within the Transit Village and Civic Center sub-areas, to jointly meet Provision C3 requirements through shared swales and other integrated management practices. 7.1 Utilities and Infrastructure Policies; Page 144: 7-P-12: Provide incentives to private developers to incorporate	☐		☒	Changes to the Railroad Avenue Specific Plan will only occur only if the Pittsburg Moves Policy recommends changes for the transit-oriented development areas.	

Name of Document	Department Responsible for Document	Contact Person in Department	Do Policies, Guidance, or Requirements in Document Create...		Describe Opportunities and/or Conflicts	Is Document Appropriate to Update?				Estimated Update Schedule
			Opportunities to Install GI? (Y/N)	Conflicts with GI? (Y/N)		Yes	Additional GI Opportunities, if Yes	No	Reason, if No	Draft Text Circulate Draft Outreach/Final Approval
					green building practices. Such incentives may include accelerated project review, rebates or low interest loans for green building improvements, or other programs designed by the City (Mitigation Measure CC-1.1). 7.3.3 Storm Drainage; Page 150: "Swales can be used to add green space and treat flow control to reduce the burden on traditional utilities."					
Kirker Creek Watershed Management Plan (2004)	Engineering Division	Richard Abono	Y	N	Summary of Water Quality Recommendations; Pages 20, 24: Actions in the Watershed 6. Ensure that new development utilizes latest standards and technology for stormwater management. "Development projects should be required to incorporate best management practices (BMPs) to minimize water-quality impacts in accordance with NPDES program requirements. They could distribute information on best management practices, such as the "Start at the Source" literature." "As new controls are put in place, their cost and effectiveness at improving water quality should be evaluated. The Los Medanos College water-quality monitoring program could assist with such evaluation." Chapter 2- Flood Management; Pittsburg Stormwater Management Plan; Page 28: Downstream of the Pittsburg-Antioch Highway, the Stormwater Management Plan recommends building a wetland as a detention facility on the Dowest Slough. This would benefit water quality and wildlife and alleviate the need to do extensive channel modifications downstream where Dow facilities are located along this waterway. Chapter 2- Flood Management; NPDES Requirements; Page 31: Because this program derives its jurisdiction from the Clean Water Act, its primary objective is to minimize pollution of stormwater runoff. However, it also has implications for flood management because most stormwater treatment methods work by slowing runoff and allowing pollutants to settle out. These treatments, such as detention basins and grassy swales, have the beneficial side effect of reducing flood flows. Chapter 2- Flood Management Summary of Flood Management Recommendations; Pages 32, 34: Actions in the Watershed 3. Update water-management practices to comply with current standards and state-of- the-art technology. For example, if a parking lot needs to be repaved, it could be redesigned to include additional pervious surfaces or biofilters that would improve water quality of stormwater runoff. Also, any water detained from entering the drainage system helps to relieve flood pressure downstream.	x	The City is planning to update the Storm Water Management Plan for the Kirker Creek Watershed. Revisions to the plan may affect project opportunities in the Kirker Creek Management Plan			See schedule for Storm Water Management Plan

Name of Document	Department Responsible for Document	Contact Person in Department	Do Policies, Guidance, or Requirements in Document Create...		Describe Opportunities and/or Conflicts	Is Document Appropriate to Update?				Estimated Update Schedule
			Opportunities to Install GI? (Y/N)	Conflicts with GI? (Y/N)		Yes	Additional GI Opportunities, if Yes	No	Reason, if No	Draft Text Circulate Draft Outreach/Final Approval
Stormwater Management Plan, Phase Seven and Phase Eight (1999)	Engineering Division	Richard Abono	N	N		☒	City plans to update the Kirker Creek watershed portion of the Plan. GI projects will be identified a part of the process			Estimated 2020

APPENDIX B

List of Potential Public Green Infrastructure Projects

Table B-1 Potential Green Infrastructure Projects

Project Name	Project Description	Impervious Area Treated (acres)	Development Timeframe	Project Type	Watershed
Americana Park Drainage Improvements and Retrofit Basin	CIP project for swale through PG&E corridor. GI portion = Americana Park basin retrofit and bioretention behind sidewalks, signage @ park.	20.1	2020	Planned Unlined Swale	6
DeAnza Park Walkway Rehabilitation	DeAnza Park Improvements to incorporate bioretention, remove impervious surfaces.	0.9	2030	Parcel-Based Opportunity	4
Making Waves Campus and City pedestrian Pathways	MWA School Improvements, and constuction of City benefit projects	1.3	2030	Regional Opportunity	6
Potential High Density Residential Project	75 Bliss C.3 to be incorporated with new development	0.7	2030	Regional Opportunity	8
Potential redevelopment site	47 Marina Boulevard C.3 to be incorporated with new development	2.7	2030	Parcel-Based Opportunity	6
Veteran's Square	Parking facilities	2.1	2030	ROW Opportunity	8
Street median / Landscaping Improvements	Railroad Avenue (10th thru 3rd) retrofit landscaped bulb out areas to receive runoff from concrete valley gutters.	2.5	2030	ROW Opportunity	6
Berm Parcel	Future site for commercial redevelopment	0.6	2030	Regional Opportunity	6
Buchanan Park Parking Lot Improvements	Buchanan Park Improvements	1.6	2030	Regional Opportunity	8
Dover Way Pedestrian Corridor	Dover Way corridor GI opportunity	0.5	2030	Regional Opportunity	6
Montezuma drainage	CIP project is for improvements for undersized pipes to address drainage issues from RR to outfall at Montezuma slough. Potential to improve drainage at park and/or eighth street linear park corridor.	1.9	2030	ROW Opportunity	6
East Third Street Streetscape Improvements	East Third Street streetscape improvements	1.3	2030	Planned Unlined Swale	6
Railroad Avenue Class I Trail	Pedestrian Improvements	0.9	2030	Planned Unlined Swale	6
Frontage Pathway	State Route 4 ADA Pathway Improvements	1.5	2030	Parcel-Based Opportunity	8
Bart Parking	Vehicular Parking Improvements for BART cener station	10.5	2030	ROW Opportunity	8
Downtown Surface Parking Lot	Parking lot on E 5th St. Railroad to Cumberland	0.2	2040	Parcel-Based Opportunity	6
Marina Parking Lot	Convert planter areas in portion of Marina Parking Lot to bioretention	1.0	2040	ROW Opportunity	6

Table B-1 Potential Green Infrastructure Projects

Project Name	Project Description	Impervious Area Treated (acres)	Development Timeframe	Project Type	Watershed
Willow Pass Roadway Bioretention	Willow Pass Road - portion of landscape area to be improved with bioretention by developer. Remainder by City.	0.5	2040	Regional Opportunity	6
City Park Bioretention	Parcel adjacent to City Park at snack shack - retrofit for sidewalk through drains, bioretention in lawn area.	5.5	2040	ROW Opportunity	6
Civic and Railroad Bioretention	City Park landscaped areas adjacent to Civic Avenue north side. Bark to bioretention, receive water from Civic and park parking.	0.3	2040	Regional Opportunity	6
Range Road South Bioretention	Range Road (S/Hwy 4) 3.5 ac	1.5	2040	Parcel-Based Opportunity	6
PA HWY Parking Lot Retrofit	Diversion of stormwater to landscaped areas along perimeter of parking lot. Convert landscaping to bioretention areas to treat runoff from portion of PA Hwy bypass.				
Riverview Park Green Infrastructure (phased)	Riverview Park Drive - opportunity to create bioretention along west side of Riverview Drive at parking area.	1.1	2040	Regional Opportunity	6
Riverview Park Bioretention (phased)	Only portion of Riverview Park	1.5	2040	ROW Opportunity	6
Environmental Center Green infrastructure Improvements	Environmental Center opportunities to divert runoff to bioretention facility.	0.7	2040	Regional Opportunity	6
Kirker Creek Watershed Demonstration Project	Kirker Creek (portion between Hwy 4 to Garcia) potential for a demonstration project to restore portion of incised creek channel and promote infiltration.	0.8	2040	Regional Opportunity	8
PROGRAMMATIC PROJECT - Citywide traffic calming improvements		2.9	2040	ROW Opportunity	8
Marna Boulevard Improvements	Green Bulb outs and buffer zones				
Citywide median/landscaping improvements	Marina Master Plan Phase III road diet	1.2	2040	ROW Opportunity	6
	Median improvements, surface water diversion	1.8	2040	ROW Opportunity	6
		1.5	2040	ROW Opportunity	6

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Approving)
the City's Green Infrastructure Plan _____)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City is required under the National Pollutant Discharge Elimination System (NPDES) permit to develop and approve a Green Infrastructure Plan by September 2019; and

WHEREAS, the Green Infrastructure Plan will shift the management of stormwater from conventional "Collect and Convey" systems, diverting stormwater runoff to vegetated facilities that will remove pollutants before discharging into the Delta; and

WHEREAS, the Green Infrastructure Plan was developed to compliment the City's Capital Improvement Program and current City policies that govern future development, to create more resilient, sustainable stormwater management systems; and

WHEREAS, staff recommends City Council approve the Green Infrastructure Plan to comply with NPDES permit provision C.3.j.i requirements.

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

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The City Council hereby approves the City of Pittsburgh's Green Infrastructure Plan, as required by the Regional Water Quality Control Board through NPDES permit CAS612008.

Section 3. 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 19th day of August 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Transfer of Waterfront and Marina Funds, Awarding a Contract for the Pittsburg Marina Basin II Maintenance Dredging Project, and Authorizing the City Manager to Negotiate Additive Items

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

The City of Pittsburg is responsible for maintenance dredging of three marina basins, storm drain outfalls in the marina vicinity, and the public launch ramps. This action will move funds in excess of the 30% Enterprise Fund required reserves to the 2019-2029 Marina Dredge Capital Improvement Project (Dredge CIP). With this movement of funds, the Dredge CIP balance is enough to award the Pittsburg Marina Basin II maintenance Dredging Project (Project) contract to the lowest responsive responsible bidder, Pacific Dredge & Construction, LLC.

FISCAL IMPACT

As of July 1, 2019 the Dredge CIP was funded with \$432,000 from the Waterfront Fund and \$541,208 from the Marina Fund for a total budget of \$973,208 (Project 5400). After expenditures and encumbrances for permitting, surveying, and consulting costs, a balance of \$716,782 is available for expenditure from the Dredge CIP.

The lowest responsive responsible Base Bid submitted by Pacific Dredge & Construction, LLC is \$255,500. Pacific Dredge & Construction, LLC's bid for optional additive items is \$1,806,420. Together the Base Bid and optional Additive Items total \$2,061,920.

As of July 1, 2019 the Waterfront Fund has a fund balance of \$1,403,790 in excess of its 30% required reserves, and the Marina Fund has a fund balance of \$411,302 in excess of its 30% required reserves. Transfers of \$1,233,218 from the Waterfront Fund (540) and \$50,000 from the Marina Fund (550) will bring the Dredge CIP balance to \$2 million while maintaining Waterfront and Marina Funds compliance with the Fiscal Sustainability Ordinance.

RECOMMENDATION

Staff recommends the City Council adoption of the attached Resolution authorizing the transfer of Waterfront and Marina Funds to the Dredge CIP, and authorizing the City Manager to award a Construction Contract not to exceed \$2 million on behalf of the City, and negotiate Additive Items.

Staff also recommends that a construction contingency of \$200,000, approximately 10% of the not to exceed contract amount, be authorized for the Project. Staff further recommends that 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 City of Pittsburgh is responsible for maintenance dredging of three marina basins, storm drain outfalls in the marina vicinity, and the public launch ramps. The City has not conducted a maintenance dredge project since 2012. The City has submitted all applications and will receive final Dredged Material Management Office approval to dredge all areas of the Pittsburgh Marina over 10-years prior to the commencement of the Project. In total, it is estimated that dredging of the three Pittsburgh Marina basins, the public launch ramps, and the New York Landing Residential Channel will cost \$10.5 million over the 10-year dredge permit term.

A survey conducted on May 24, 2018 showed significant shoaling of Basin II near the fuel docks. In addition, a handful of vessels have found themselves unable to navigate the area at certain tides. It can be assumed that shoaling has also occurred in other basins and areas for which the City of Pittsburgh is responsible for dredging. In the near term, dredging of Basin II fuel dock area and entryway are of highest dredge priority.

SUBCOMMITTEE FINDINGS

The Economic Development and Waterfront Subcommittee supported the use of excess Marina and Waterfront Fund balances for the Marina Dredge Project at the July 24, 2018 Subcommittee Meeting and supported the dredge project timeline at the June 25, 2019 Subcommittee Meeting.

STAFF ANALYSIS

The Engineer's Estimate for dredging Basin II is \$1.84 million. In consideration of the high expense of the Project and the remaining Dredge CIP balance, staff is requesting transfers of Waterfront and Marina Fund balance to the CIP Project to fund the Dredge CIP up to \$2,000,000. City staff and project management consultant Anchor QEA also strategically re-scoped the Project into three dredge areas based on need as follows:

- A. Basin II entrance, guest docks (Docks E and F), turning basin, and fuel docks
- B. All berths and channels south of the Harbor Master's Office (Docks G, H, I, J, and K)
- C. All berths and channels northwest of the guest docks (Sheds A, B, C, and D).

Parsing the area as such allowed the City to receive competitive bids for Base Bid Items (Dredge Area A above) that are fiscally manageable under the Dredge CIP balance. Pricing received for Additive Items B and C were not considered in the determination of the lowest responsive responsible bidder. This consideration of Additive Items B and C may be negotiated after formal contractor selection is awarded based on remaining Dredge CIP balance and time remaining in the permitted work window (August 1 – November 30, 2019).

On Thursday, July 11, 2019 and Thursday, July 18, 2019, the construction documents for the Project were advertised. A Mandatory Pre-bid Meeting was held on Wednesday, July 24, 2019 at 10:00AM. Bids were opened on Thursday, August 1, 2019 at 2:00 PM, at which time two (2) bids were received and read aloud. Staff has reviewed the bids and has determined that the budget, with movement of \$1,233,218 from the Waterfront Fund and \$50,000 from the Marina Fund, is enough to award the contract for Dredge Areas A, B and C. In addition, it was determined that the bid submitted by Pacific Dredge & Construction, LLC is a responsive bid and represents the lowest bid received for the Project.

Staff recommends adoption of the Resolution to transfer fund balances into the Project, authorize the City Manager to negotiate pricing for Additive Items B and C, and execute a Construction Contract with the lowest responsive responsible bidder to ensure the City's ability to alleviate significant shoaling that has occurred in Basin II during the upcoming 2019 work window.

ATTACHMENTS: Resolution 19-

Report Prepared By: Sara Bellafronte, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Resolution Approving the Transfer of Waterfront)	
and Marina Funds, Awarding a Contract for the)	
Pittsburg Marina Basin II Maintenance Dredging)	RESOLUTION NO. 19-
Project, and Authorizing the City Manager to)	
<u>Negotiate Additive Items)</u>	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg is responsible for care and maintenance of the marina, and the Pittsburg Marina has experienced shoaling in some areas reducing navigability of boaters utilizing the facilities; and

WHEREAS, the City of Pittsburg as submitted applications and will receive final Dredged Material Management Office approval to dredge all areas of the Pittsburg Marina over 10-years starting with a work window of August 1 – November 30, 2019 prior to commencement of the Project; and

WHEREAS, the Engineer's Estimate for dredging Basin II of the Pittsburg Marina, the area that has experienced the most shoaling, is \$1.84 million; and

WHEREAS, the cost to dredge all of Basin II exceeds the Marina Dredge Capital Improvement Project (Dredge CIP) balance of \$716,782; and

WHEREAS, in consideration of the high expense, bids were competitively solicited for dredging of only the most impacted and urgent area of Basin II (Base Bid, Dredge Area A: Basin II entrance, guest docks, turning basin, and fuel docks); and

WHEREAS, in consideration of the high expense, bidders also submitted proposed costs for two Additive Items (Dredge Area B: All berths and channels south of the Harbor Master's Office, and Dredge Area C: All berths and channels northwest of the guest docks) that together with Area A comprise the entire Basin II; and

WHEREAS, bids were opened on August 1, 2019 and the lowest responsive responsible bidder was Pacific Dredge & Construction, LLC which provided a Base Bid (Area A only) of \$255,500; and

WHEREAS, Pacific Dredge & Construction, LLC's bid for optional Additive Items B and C is \$1,806,420 totaling \$2,061,920 including the Base Bid; and

WHEREAS, a transfer of \$1,233,218 from the Waterfront Fund and \$50,000 from the Marina Fund to the Dredge CIP will increase the Pittsburg Marina Basin II Maintenance Dredging Project (Project) budget to \$2,000,000, allowing the City to afford the base bid and potentially negotiate one or more additive bid items while maintaining the Waterfront Fund balance above the required fund balance reserve of 30%; and

WHEREAS, staff recommends City Council authorize the transfer of Waterfront and Marina Funds to the Dredge CIP, and

WHEREAS, staff recommends authorizing the City Manager to award a Construction Contract not to exceed \$2 million to Pacific Dredge & Construction, LLC on behalf of the City, and

WHEREAS, staff also recommends that a construction contingency of \$200,000, approximately 10% of the not to exceed contract amount be authorized for the Project; and

WHEREAS, staff further recommends that 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; and

WHEREAS, the Economic Development and Waterfront Subcommittee supported the utilization of Waterfront Fund balance to fund the Dredge CIP during the July 24, 2018 Subcommittee meeting and supported the Project timeline at the June 25, 2019 Subcommittee meeting.

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

SECTION 1. Findings

- A. The recitals set forth above are true and correct statements.

SECTION 2. Direction and Authorization

- A. The City Council authorizes the transfer of \$1,233,218 Waterfront Funds and \$50,000 Marina Funds to the Dredge CIP.
- B. The City Council authorizes the City Manager to award a Construction Contract not to exceed \$2 million to Pacific Dredge & Construction, LLC, for the Base Bid and any negotiated Additive Items for the Pittsburg Marina Basin II Maintenance Dredging Project.
- C. The City Manager, Assistant City Manager or his/her designee, is hereby authorized to negotiate costs for Additive Items B and C.
- D. The City Council authorizes a construction contingency in the amount of \$200,000 for unforeseen expenses.
- E. 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.
- F. The City Manager, Assistant City Manager or his/her designee, is hereby authorized to execute in the name of the City of Pittsburg all necessary forms

for the purposes of moving Waterfront and Marina Funds and awarding a Construction Contract to Pacific Dredge & Construction, LLC.

- G. The Director of Finance is hereby authorized to move the Waterfront and Marina Funds to the Dredge CIP in the name of the City of Pittsburgh.

SECTION 3. Effective Date

- A. This Resolution becomes effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 19th day of August, 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

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

DATE: July 15, 2019

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

CITY COUNCIL/AGENCY MEMBERS

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

Vice-Mayor Killings called the meeting of the City Council to order at 7:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA.

The following Closed Session was scheduled for 5:30 P.M. for the following items; however, the Closed Session was cancelled and will be scheduled for another date:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957:
City Attorney
2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:
Agency designated representatives: Stacy Shell
Unrepresented employee: City Attorney

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

PRESENTATIONS

3. Student Delegation for Sister City Shimonoseki

The student delegation and chaperones for the trip to Shimonoseki were announced. The trip will take place August 21 through August 26, 2019.

4. Summer Youth Program Report

Kolette Simonton, Assistant Director of Economic Development and Recreation, gave an overview of the newly instituted Multi-Media Internship Program, and the PSYC. Members of the City's various summer youth programs were in attendance.

CITY MANAGER'S REMARKS

City Manager Evans announced upcoming events.

CITIZENS REMARKS

Maurice, Pittsburg, spoke regarding the problems with noise and drug activity at Creekside Village Senior Apartments.

Earle Jackson, Pittsburg, spoke regarding homeless activity, drug dealing, and the unsafe environment at the Creekside Village Senior Apartments.

Jacqui, Pittsburg, also a Creekside Village Senior Apartments resident, stated complaints to management have had no effect.

Alberto Johnson, Pittsburg, also a Creekside Village Senior Apartments resident, reiterated the comments of other residents.

Durie Foster, Pittsburg, asked about the fencing around the Veterans Memorial which should match other fencing in the area, and also asked about his request to fly the POW/MIA flag at City Hall. He also stated the City should adopt local election regulations and campaign contribution limits as well as an updated sign ordinance prior to the 2020 election.

CITY COUNCIL

PUBLIC HEARING

7. Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-01, Citywide (Fiscal Year 2019-20)

Vice-Mayor Killings opened the Public Hearing.

Wolfgang Croskey, Pittsburg, voiced concerns about the declining landscaping throughout the City, particularly the gateway areas.

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

On Motion by Member Craft, seconded by Member White to adopt and carried by

the following vote:

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

8. Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-02, Oak Hills (Fiscal Year 2019-20)

Vice-Mayor Killings opened the Public Hearing.

Wolfgang Croskey, Pittsburg, asked whether the City can realistically maintain the entrances to developments that developers create.

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

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

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

CONSIDERATION

9. Adoption of a Minute Order to Approve a City Council Recesses for August and September

On Motion by Member Craft, seconded by Member White to recess August 5 and September 3 and carried by the following vote:

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

10. Adoption of a City Council Resolution Approving the First Amendment to the Consulting Services Agreement with Odin Systems, Inc. for the Freeway Security Network Project

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

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

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

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

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

11. Minutes of June 24, 2019 and July 1, 2019
12. Adoption of a City Council Resolution to Establish Salary Ranges for the Information Technology Analyst and Environmental Health Specialist Classification Series and Amend AFSCME-MPC Bargaining Unit
13. Adoption of a City Council Resolution Designating a Voting Delegate at the League of California Cities Annual Conference in October 2019
14. Adoption of an Ordinance Approving a Zoning Map Amendment and Development Agreement Amendment Alves Ranch Project, AP-18-1348 (GP, RZ, VTM, DR, DA)

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Member White asked for a future agenda item establishing a Landscaping Master Plan.

On Motion by Member White seconded by Vice-Mayor Killings to approve for a future agenda and carried by the following vote:

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

COUNCIL MEMBER REPORTS AND REMARKS

Member Craft noted many events took place last week and she thanked the staff volunteers that keep these events going. She also noted that any decisions on the lighting and landscaping throughout the City will need to be funded and prioritized.

Vice-Mayor Killings attended the Mayors Conference on behalf of Mayor Banales. He hoped PG&E could be invited to speak to the City Council to outline their wildfire prevention program.

ADJOURNMENT

The City Council meeting was adjourned at 8:08 P.M. to August 19, 2019.

Respectfully submitted,

Alice E. Evenson, City Clerk

**CITY OF PITTSBURG
CITY COUNCIL MEETING MINUTES**

DATE: July 29, 2019

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

CITY COUNCIL/AGENCY MEMBERS

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

ROLL CALL

All Members were present.

CLOSED SESSION

Mayor Banales called the special 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 for the following Closed Session items:

- 1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957: City Attorney
- 2 CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

Agency designated representatives: Stacy Shell; Unrepresented employee: City Attorney

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

ADJOURNMENT

The City Council meeting was adjourned at 7:03 P.M. to August 5, 2019.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Chair and Agency Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Successor Agency Minute Order Amending the Approved July 1, 2019 – June 30, 2020 Recognized Obligation Payment Schedule

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

The Successor Agency for the Redevelopment Agency of the City of Pittsburg (“Successor Agency”) is amending the approved Recognized Obligation Payment Schedule for the period of July 1, 2019 – June 30, 2020 (“Amended ROPS 19-20”) so that the special assessments levied on Successor Agency owned properties may be added.

FISCAL IMPACT

This Amended ROPS 19-20 shows that as of July 25, 2019, the outstanding special assessments, including interest and penalties, owed to the County of Contra Costa is \$84,054.99 (“Amount Owed”). The Amount Owed will continue to increase as penalties and interest continue to accrue on any unpaid balance. Exhibit A to this staff report are copies of the property tax bills and redemption tax bills.

RECOMMENDATION

Staff recommends that the Successor Agency approve Amended ROPS 19-20. Staff further recommends that Successor Agency authorize the use of excess Redevelopment Property Tax Trust Fund, also known as RPTTF, after existing debt service payments have been satisfied, but prior to any distributions to pass-through taxing entities or the use of sales proceeds realized from the sale of Successor Agency property, to pay existing Amounts Owed, any remaining balances, and future annual property assessments until the remaining Successor Agency properties are sold.

BACKGROUND

On June 29, 2011, the Governor signed into law AB 26, also referred to as the “Dissolution Act” which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26, thereby dissolving all redevelopment agencies on February 1, 2012.

While redevelopment successor agencies may not initiate any new activities nor incur new indebtedness, they are nevertheless required under legislative statute and court order to continue making those payments necessary for day to day operations pursuant to contractual commitments/enforceable obligations, regulatory authorities, and indebtedness entered into prior to the enactment of AB 26.

On June 27, 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 imposed new requirements on successor agencies with regard to the submittal of the ROPS.

Budget trailer bill SB 107 was approved and signed by the Governor and took immediate effect on September 22, 2015. The primary purpose of SB 107 is to make technical and substantive amendments to the existing Dissolution Act. Pursuant to Section 34177, as amended, the review of ROPS changed from semi-annual to annual.

Pursuant to Health and Safety Code Section 34179 (j), on and after July 1, 2018 in each county where more than one oversight board was created, there shall be only one countywide oversight board. As of July 1, 2018, the California Department of Finance (“DOF”) can only recognize the newly-created Contra Costa County Oversight Board . The actions of the Successor Agency’s ROPS or other oversight board required approved actions cannot be submitted without the Countywide Oversight Board’s approval.

On January 28, 2019, the Countywide Oversight Board approved ROPS 19-20 and subsequently submitted ROPS 19-20 to the California Department of Finance (“DOF”) for consideration and approval. In a letter dated April 15, 2019, the DOF approved ROPS 19-20.

SUBCOMMITTEE FINDINGS

The Amended ROPS 19-20 was not discussed in a subcommittee.

STAFF ANALYSIS

Since the dissolution of the former Redevelopment Agency of the City of Pittsburg and creation of the Successor Agency, the Successor Agency has only been able to pay debt service and administrative costs for its daily operations. Through some revenue increases and financial restructuring, the Successor Agency has been able to continue to pay its debt service and administrative costs, and pay off its past due pass-through amounts and current pass-through amounts due to various taxing entities. The Successor Agency is now able to begin paying other obligations such as the property tax bills and redemption tax bills.

Although the Successor Agency is exempt from having to pay ad valorem, it is still required to pay the special assessments levied on its properties and are reflected on the property tax bills and redemption tax bills. Previously, as Successor Agency properties were sold, the outstanding corresponding property tax bills were paid at the close of escrow. Staff has been in communication with the DOF and has been instructed to submit an amendment to ROPS 19-20, the Amended ROPS 19-20, adding the outstanding property tax bills and redemption tax bills. The Successor Agency is further instructed that sales proceeds from any Successor Agency property may be used to pay any outstanding Successor Agency property tax bill and redemption tax bill as opposed to limiting the repayment to the corresponding property tax bill or redemption tax bill.

Staff will submit the Amended ROPS 19-20 to the Countywide Oversight Board for its consideration on September 23, 2019.

ATTACHMENTS: Amended Recognized Obligation Payment Schedule for the period of
July 1, 2019 – June 30, 2020
Exhibit A Property Tax Bills and Redemption Tax Bills

Report Prepared By: Maria M. Aliotti, Director of Community Services
Brad Farmer, Finance Director
Diane Agar, Finance Division Manager

Exhibit A

Address	APN	FY 18-19	Redemption	TOTAL
Civic Avenue	086-100-035	\$ -	\$ -	\$ -
352 Railroad Avenue	085-105-011	\$ 453.80	\$ 1,147.39	\$ 1,601.19
368 Railroad Avenue	085-105-012	\$ 3,042.32	\$ 5,722.99	\$ 8,765.31
384 Railroad Avenue	085-105-013	\$ 367.22	\$ 929.36	\$ 1,296.58
610 Railroad Avenue	085-390-077	\$ 11,522.36	\$ 17,911.67	\$ 29,434.03
300 Cumberland Street	085-108-010	\$ 10,593.50	\$ 25,216.40	\$ 35,809.90
325 E. 10th Street	085-182-010	\$ 2,081.56	\$ 5,066.42	\$ 7,147.98
Harbor Drive	073-111-034	\$ -	\$ -	\$ -
Harbor Drive	073-111-034	\$ -	\$ -	\$ -
Harbor Drive	073-111-034	\$ -	\$ -	\$ -
TOTAL				\$ 84,054.99



RUSSELL V. WATTS

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TELEPHONE: (925) 957-5280 FAX: (925) 957-2898

2018-2019

FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019

SECURED PROPERTY TAX BILL DELINQUENT BILL

PROPERTY ADDRESS

352 RAILROAD AVE

PITTS

PAY ONLINE AT WWW.CCTAX.US

085-105-011-2 00

SUCCESSOR AGENCY
MALIOTTI@CI.PITTSBURG.CA.US
C/O EXECUTIVE DIRECTOR
65 CIVIC AVE
PITTSBURG CA 94565

ASSESSEE AS OF JANUARY 1, 2018

SUCCESSOR AGENCY

PROPERTY ASSESSMENT

LAND 299,495
IMPROVEMENTS 86,215
PERSONAL PROP
GROSS VALUE 385,710
EXEMPTIONS
NET VALUE ON JAN. 1, 2018 385,710

SEE BACKSIDE FOR MORE INFORMATION
IMPORTANT MESSAGE(S) TO TAXPAYER

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	CORTAC	DEFAULT #
085-105-011-2 00	18 078959 2	07006	07/22/2019	DELINQUENT	12075	2016-01599
SPECIAL TAXES & ASSESSMENTS				AD VALOREM TAXES & ASSESSMENTS		
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
PITTSBURG ST LT	JG	(925) 252-4042	343.02	1% COUNTYWIDE TAX	1.0000	
DIABLO Z2 SWR CHG	JY	(925) 756-1932	51.36	ADD: BART	.0000	
				BART BOND 2016	.0000	NONTAXABLE
				EAST BAY REG PK BD	.0000	
				PITTSBURG UNIF 95	.0000	
				PITTSB UNIF BD2004	.0000	
				PITTSB UNIF BD2006	.0000	
				PITTSB UNIF BD2010	.0000	
				PITTSB UNIF BD2014	.0000	
				COMM COLL 2002 BND	.0000	
				TOTAL AD VALOREM TAXES		
				ADD: SPECIAL TAXES & ASSESSMENTS		394.38
				DELINQUENT PENALTY		39.42
				DELINQUENT COST		20.00
				LESS: PAYMENTS RECEIVED		0.00
TOTAL SPECIAL TAXES & ASSESSMENTS			394.38	TOTAL AMOUNT DUE		453.80

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-105-011-2 00	18 078959 2	07006	07/22/2019	DELINQUENT		2016-01599

2ND
INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$236.90

PAYABLE WITH OR AFTER 1ST COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

DELINQUENT SINCE 04/11/2019

(INCLUDES 10% PENALTY + \$20 COST)

AFTER JUNE 30, 2019 ADDITIONAL
PENALTIES AND FEES APPLY

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

108510501122018078959290000019719420190410900000236901

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-105-011-2 00	18 078959 2	07006	07/22/2019	DELINQUENT		2016-01599

1ST
INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

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KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$216.90

PAYABLE BEFORE 2ND COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

DELINQUENT SINCE 12/11/2018

(INCLUDES 10% PENALTY)

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

108510501122018078959110000019719420181210400000216903

**RUSSELL V. WATTS**

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TOLL FREE TELEPHONE:(925) 957-5280 FAX:(925) 957-2898

2016-01599-0-000

SUBJECT TO POWER TO SALE IF NOT PAID BY JUNE 2022

REDEMPTION TAX BILL**DUE 07/31/2019****ASSEESSEE OF PROPERTY****PROPERTY ADDRESS****352 RAILROAD AVE****PITTS****MAILING ADDRESS****SUCCESSOR AGENCY****INSTALLMENT PAYMENT INFORMATION**

SID: 16-01599-0-000 085 105 011 2 PD: (07/19)

Installment Principal Paid
Installment Interest Paid
Total Amount Paid

SUCCESSOR AGENCY
65 CIVIC AVE
PITTSBURG CA 94565

SEE THE BACKSIDE OF THIS BILL FOR EXPLANATION ON
INSTALLMENT PLAN AND OTHER IMPORTANT INFORMATION
ABOUT PAYING YOUR REDEMPTION TAXES.

FISCAL YEAR	BILL DESCRIPTION	INSLMT NO(S)	TAXES & ASSESSMENT	DELINQUENT PENALTY	DELINQUENT COST	REDEMPTION PENALTY	CURRENT AMOUNT
2017	SECURED	1&2	\$394.38	\$39.42	\$20.00	\$76.90	\$530.70
2016	SECURED	1&2	\$394.38	\$39.42	\$20.00	\$147.89	\$601.69
Subtotal			\$788.76	\$78.84	\$40.00	\$224.79	\$1,132.39
The total amount to redeem does not include taxes and assessments for the current fiscal year. To inquire on these taxes and assessments, please call our 24/7 telephone service line (925) 957-5280, or visit our website WWW.CCTAX.US .				LESS: Payment Received Subtotal (unpaid balance) \$1,132.39 PLUS: Redemption Fee \$15.00 Interest \$0.00 Title Search Fee \$0.00 Recording & Deed Fee \$0.00 Tax Sale Fee \$0.00			
DELINQUENT CHARGES ARE IMPOSED BY STATE LAW				TOTAL AMOUNT TO REDEEM \$1,147.39			

RETAIN THE TOP HALF OF THE BILL FOR YOUR RECORDS. TO ENSURE PROPER POSTING OF PAYMENT PLEASE DO NOT FOLD, STAPLE, TAPE OR WRITE ON COUPONS.

PARCEL NUMBER	TRA	DEFAULT YEAR	DEFAULT NUMBER	ISSUE DATE	TYPE
085 105 011 2	07006	2016	01599	07/22/2019	PAY OFF

Owner Name: **SUCCESSOR AGENCY**Situs Address: **352 RAILROAD AVE** **PITTS**

MAKE CHECK PAYABLE TO: **KSCHI**
07/22/19

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 631
MARTINEZ, CA. 94553-0063

2016-01599-0-000**REDEMPTION TAXES****THIS STUB MUST ACCOMPANY PAYMENT**

TOTAL TO REDEEM BY 07/31/2019	\$1,147.39
INSTALLMENT PAYMENT DUE BY 07/31/2019	\$0.00

IF SENDING PAYMENT AFTER 07/31/2019,
PLEASE CALL (925) 957-5280 FOR NEW BALANCE.

4085105011216015990000F00001147396201907318000000000000



RUSSELL V. WATTS

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TELEPHONE: (925) 957-5280 FAX: (925) 957-2898

2018-2019

FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019

SECURED PROPERTY TAX BILL DELINQUENT BILL

PROPERTY ADDRESS

368 RAILROAD AVE PITTS

PAY ONLINE AT WWW.CCTAX.US

085-105-012-0 00

SUCCESSOR AGENCY
C/O EXECUTIVE DIRECTOR
65 CIVIC AVE
PITTSBURG CA 94565

ASSESSEE AS OF JANUARY 1, 2018

SUCCESSOR AGENCY

PROPERTY ASSESSMENT

LAND 299,495
IMPROVEMENTS 373,234
PERSONAL PROP

GROSS VALUE 672,729

EXEMPTIONS

NET VALUE ON JAN. 1, 2018 672,729

SEE BACKSIDE FOR MORE INFORMATION

IMPORTANT MESSAGE(S) TO TAXPAYER

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	CORTAC	DEFAULT #
085-105-012-0 00	18 078960 2	07006	07/22/2019	DELINQUENT	12075	2016-01600
SPECIAL TAXES & ASSESSMENTS				AD VALOREM TAXES & ASSESSMENTS		
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
PITTSBURG ST LT	JG	(925) 252-4042	343.02	1% COUNTYWIDE TAX	1.0000	
DIABLO Z2 SWR CHG	JY	(925) 756-1932	2,404.56	ADD: BART	.0000	
				BART BOND 2016	.0000	NONTAXABLE
				EAST BAY REG PK BD	.0000	
				PITTSBURG UNIF 95	.0000	
				PITTSB UNIF BD2004	.0000	
				PITTSB UNIF BD2006	.0000	
				PITTSB UNIF BD2010	.0000	
				PITTSB UNIF BD2014	.0000	
				COMM COLL 2002 BND	.0000	
TOTAL SPECIAL TAXES & ASSESSMENTS			2,747.58	TOTAL AD VALOREM TAXES		
				ADD: SPECIAL TAXES & ASSESSMENTS		2,747.58
				DELINQUENT PENALTY		274.74
				DELINQUENT COST		20.00
				LESS: PAYMENTS RECEIVED		0.00
				TOTAL AMOUNT DUE		3,042.32

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section Indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-105-012-0 00	18 078960 2	07006	07/22/2019	DELINQUENT		2016-01600

2ND INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE



SUCCESSOR AGENCY

MAKE CHECK PAYABLE TO:

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 7002
SAN FRANCISCO, CA. 94120-7002

KSCHI 07/22 **2018-2019**
SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$1,531.16

PAYABLE WITH OR AFTER 1ST COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

DELINQUENT SINCE 04/11/2019

(INCLUDES 10% PENALTY + \$20 COST)

AFTER JUNE 30, 2019 ADDITIONAL
PENALTIES AND FEES APPLY

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

108510501202018078960260000137379420190410900001531169

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section Indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-105-012-0 00	18 078960 2	07006	07/22/2019	DELINQUENT		2016-01600

1ST INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE



SUCCESSOR AGENCY

MAKE CHECK PAYABLE TO:

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 7002
SAN FRANCISCO, CA. 94120-7002

KSCHI 07/22 **2018-2019**
SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$1,511.16

PAYABLE BEFORE 2ND COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

DELINQUENT SINCE 12/11/2018

(INCLUDES 10% PENALTY)

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

108510501202018078960180000137379420181210400001511161

**RUSSELL V. WATTS**

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TOLL FREE TELEPHONE:(925) 957-5280 FAX:(925) 957-2898

2016-01600-0-000

SUBJECT TO POWER TO SALE IF NOT PAID BY JUNE 2022

REDEMPTION TAX BILL**DUE 07/31/2019****ASSEESSEE OF PROPERTY****368 RAILROAD AVE****PITTS****MAILING ADDRESS****SUCCESSOR AGENCY****INSTALLMENT PAYMENT INFORMATION**

SID: 16-01600-0-000 065 105 012 0 PD: (07/19)

Installment Principal Paid
Installment Interest Paid
Total Amount Paid

SUCCESSOR AGENCY
65 CIVIC AVE
PITTSBURG CA 94565

SEE THE BACKSIDE OF THIS BILL FOR EXPLANATION ON
INSTALLMENT PLAN AND OTHER IMPORTANT INFORMATION
ABOUT PAYING YOUR REDEMPTION TAXES.

FISCAL YEAR	BILL DESCRIPTION	INSTLMT NO(S)	TAXES & ASSESSMENT	DELINQUENT PENALTY	DELINQUENT COST	REDEMPTION PENALTY	CURRENT AMOUNT
2017	SECURED	1&2	\$2,141.88	\$214.18	\$20.00	\$417.66	\$2,793.72
2016	SECURED	1&2	\$1,962.22	\$196.22	\$20.00	\$735.83	\$2,914.27
Subtotal			\$4,104.10	\$410.40	\$40.00	\$1,153.49	\$5,707.99
The total amount to redeem does not include taxes and assessments for the current fiscal year. To inquire on these taxes and assessments, please call our 24/7 telephone service line (925) 957-5280, or visit our website WWW.CCTAX.US. DELINQUENT CHARGES ARE IMPOSED BY STATE LAW							LESS: Payment Received Subtotal (unpaid balance) \$5,707.99 PLUS: Redemption Fee \$15.00 Interest \$.00 Title Search Fee \$.00 Recording & Deed Fee \$.00 Tax Sale Fee \$.00 TOTAL AMOUNT TO REDEEM \$5,722.99

RETAIN THE TOP HALF OF THE BILL FOR YOUR RECORDS. TO ENSURE PROPER POSTING OF PAYMENT PLEASE DO NOT FOLD, STAPLE, TAPE OR WRITE ON COUPONS.

PARCEL NUMBER	TRA	DEFAULT YEAR	DEFAULT NUMBER	ISSUE DATE	TYPE
065 105 012 0	07006	2016	01600	07/22/2019	PAY OFF

Owner Name: **SUCCESSOR AGENCY**Situs Address: **368 RAILROAD AVE****PITTS**

MAKE CHECK PAYABLE TO: KSCHI
07/22/19

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 631
MARTINEZ, CA. 94553-0063

2016-01600-0-000**REDEMPTION TAXES****THIS STUB MUST ACCOMPANY PAYMENT**

TOTAL TO REDEEM BY
07/31/2019 **\$5,722.99**

INSTALLMENT PAYMENT
DUE BY 07/31/2019 **\$.00**

IF SENDING PAYMENT AFTER 07/31/2019,
PLEASE CALL (925) 957-5280 FOR NEW BALANCE.

4085105012016016000000F00005722996201907318000000000000



RUSSELL V. WATTS

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TELEPHONE: (925) 957-5280 FAX: (925) 957-2898

2018-2019

FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019

SECURED PROPERTY TAX BILL DELINQUENT BILL

PROPERTY ADDRESS

384 RAILROAD AVE PITTS

PAY ONLINE AT WWW.CCTAX.US

085-105-013-8 00

SUCCESSOR AGENCY
C/O EXECUTIVE DIRECTOR
65 CIVIC AVE
PITTSBURG CA 94565

ASSESSEE AS OF JANUARY 1, 2018

SUCCESSOR AGENCY

PROPERTY ASSESSMENT

LAND 299,495
IMPROVEMENTS
PERSONAL PROP
GROSS VALUE 299,495
EXEMPTIONS
NET VALUE ON JAN. 1, 2018 299,495

SEE BACKSIDE FOR MORE INFORMATION
IMPORTANT MESSAGE(S) TO TAXPAYER

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	CORTAC	DEFAULT #
085-105-013-8 00	18 078961 2	07006	07/22/2019	DELINQUENT	12075	2016-01601

SPECIAL TAXES & ASSESSMENTS				AD VALOREM TAXES & ASSESSMENTS		
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
PITTSBURG ST LT	JG	(925) 252-4042	315.66	1% COUNTYWIDE TAX	1.0000	
				ADD:		
				BART	.0000	
				BART BOND 2016	.0000	NONTAXABLE
				EAST BAY REG PK BD	.0000	
				PITTSBURG UNIF 95	.0000	
				PITTSB UNIF BD2004	.0000	
				PITTSB UNIF BD2006	.0000	
				PITTSB UNIF BD2010	.0000	
				PITTSB UNIF BD2014	.0000	
				COMM COLL 2002 BND	.0000	
				TOTAL AD VALOREM TAXES		
				ADD: SPECIAL TAXES & ASSESSMENTS		315.66
				DELINQUENT PENALTY		31.56
				DELINQUENT COST		20.00
				LESS: PAYMENTS RECEIVED		0.00
TOTAL SPECIAL TAXES & ASSESSMENTS			315.66	TOTAL AMOUNT DUE		
						367.22

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-105-013-8 00	18 078961 2	07006	07/22/2019	DELINQUENT		2016-01601

2ND
INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$193.61

PAYABLE WITH OR AFTER 1ST COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

DELINQUENT SINCE 04/11/2019

(INCLUDES 10% PENALTY + \$20 COST)

AFTER JUNE 30, 2019 ADDITIONAL
PENALTIES AND FEES APPLY

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

108510501382018078961250000015783420190410900000193615

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-105-013-8 00	18 078961 2	07006	07/22/2019	DELINQUENT		2016-01601

1ST
INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$173.61

PAYABLE BEFORE 2ND COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

DELINQUENT SINCE 12/11/2018

(INCLUDES 10% PENALTY)

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

1085105013820180789611700000015783420181210400000173617

**RUSSELL V. WATTS**

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TOLL FREE TELEPHONE:(925) 957-5280 FAX:(925) 957-2898

2016-01601-0-000

SUBJECT TO POWER TO SALE IF NOT PAID BY JUNE 2022

REDEMPTION TAX BILL**DUE 07/31/2019****ASSESSEE OF PROPERTY****PROPERTY ADDRESS****384 RAILROAD AVE****PITTS****MAILING ADDRESS****SUCCESSOR AGENCY****INSTALLMENT PAYMENT INFORMATION**

SID: 16-01601-0-000 085 105 013 8 PD: (07/19)

Installment Principal Paid
Installment Interest Paid
Total Amount Paid

SUCCESSOR AGENCY
65 CIVIC AVE
PITTSBURG CA 94565

SEE THE BACKSIDE OF THIS BILL FOR EXPLANATION ON
INSTALLMENT PLAN AND OTHER IMPORTANT INFORMATION
ABOUT PAYING YOUR REDEMPTION TAXES.

FISCAL YEAR	BILL DESCRIPTION	INSTLMT NO.(S)	TAXES & ASSESSMENT	DELINQUENT PENALTY	DELINQUENT COST	REDEMPTION PENALTY	CURRENT AMOUNT
2017	SECURED	1&2	\$315.66	\$31.56	\$20.00	\$61.55	\$428.77
2016	SECURED	1&2	\$315.66	\$31.56	\$20.00	\$118.37	\$485.59
Subtotal			\$631.32	\$63.12	\$40.00	\$179.92	\$914.36
The total amount to redeem does not include taxes and assessments for the current fiscal year. To inquire on these taxes and assessments, please call our 24/7 telephone service line (925) 957-5280, or visit our website WWW.CCTAX.US. DELINQUENT CHARGES ARE IMPOSED BY STATE LAW							LESS: Payment Received Subtotal (unpaid balance) \$914.36 PLUS: Redemption Fee \$15.00 Interest \$.00 Title Search Fee \$.00 Recording & Deed Fee \$.00 Tax Sale Fee \$.00 TOTAL AMOUNT TO REDEEM \$929.36

RETAIN THE TOP HALF OF THE BILL FOR YOUR RECORDS. TO ENSURE PROPER POSTING OF PAYMENT PLEASE DO NOT FOLD, STAPLE, TAPE OR WRITE ON COUPONS.

PARCEL NUMBER	TRA	DEFAULT YEAR	DEFAULT NUMBER	ISSUE DATE	TYPE
085 105 013 8	07006	2016	01601	07/22/2019	PAY OFF

Owner Name: **SUCCESSOR AGENCY**Situation Address: **384 RAILROAD AVE** **PITTS**

MAKE CHECK PAYABLE TO: **KSCHI**
07/22/19

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 631
MARTINEZ, CA. 94553-0063

2016-01601-0-000**REDEMPTION TAXES****THIS STUB MUST ACCOMPANY PAYMENT**

TOTAL TO REDEEM BY
07/31/2019 **\$929.36**

INSTALLMENT PAYMENT
DUE BY 07/31/2019 **\$.00**

IF SENDING PAYMENT AFTER 07/31/2019,
PLEASE CALL (925) 957-5280 FOR NEW BALANCE.

4085105013816016010000F00000929364201907318000000000000



RUSSELL V. WATTS

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TELEPHONE: (925) 957-5280 FAX: (925) 957-2898

2018-2019

FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019

SECURED PROPERTY TAX BILL DELINQUENT BILL

PROPERTY ADDRESS

610-690 RAILROAD AVE PITTS

PAY ONLINE AT WWW.CCTAX.US

085-390-077-7 00

PITTSBURG CITY OF
C/O EXECUTIVE DIRECTOR
65 CIVIC AVE
PITTSBURG CA 94565

ASSESSEE AS OF JANUARY 1, 2018

PITTSBURG CITY OF

PROPERTY ASSESSMENT

LAND 332,554
IMPROVEMENTS 1,851,695
PERSONAL PROP

GROSS VALUE 2,184,249

EXEMPTIONS

NET VALUE ON JAN. 1, 2018 2,184,249

SEE BACKSIDE FOR MORE INFORMATION

IMPORTANT MESSAGE(S) TO TAXPAYER

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	CORTAC	DEFAULT #
085-390-077-7 00	18 080731 2	07006	07/22/2019	DELINQUENT	12075	2016-01604

SPECIAL TAXES & ASSESSMENTS				AD VALOREM TAXES & ASSESSMENTS		
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
DIABLO Z2 SWR CHG	JY	(925) 756-1932	10,456.70	1% COUNTYWIDE TAX	1.0000	
				ADD:		
				BART	.0000	
				BART BOND 2016	.0000	NONTAXABLE
				EAST BAY REG PK BD	.0000	
				PITTSBURG UNIF 95	.0000	
				PITTSB UNIF BD2004	.0000	
				PITTSB UNIF BD2006	.0000	
				PITTSB UNIF BD2010	.0000	
				PITTSB UNIF BD2014	.0000	
				COMM COLL 2002 BND	.0000	
				TOTAL AD VALOREM TAXES		
				ADD: SPECIAL TAXES & ASSESSMENTS		10,456.70
				DELINQUENT PENALTY		1,045.66
				DELINQUENT COST		20.00
				LESS: PAYMENTS RECEIVED		0.00
TOTAL SPECIAL TAXES & ASSESSMENTS			10,456.70	TOTAL AMOUNT DUE		11,522.36

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-390-077-7 00	18 080731 2	07006	07/22/2019	DELINQUENT		2016-01604

2ND
INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$5,771.18

PAYABLE WITH OR AFTER 1ST COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

DELINQUENT SINCE 04/11/2019

(INCLUDES 10% PENALTY + \$20 COST)

AFTER JUNE 30, 2019 ADDITIONAL
PENALTIES AND FEES APPLY

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

108539007772018080731200000522835820190410900005771183

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-390-077-7 00	18 080731 2	07006	07/22/2019	DELINQUENT		2016-01604

1ST
INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$5,751.18

PAYABLE BEFORE 2ND COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

DELINQUENT SINCE 12/11/2018

(INCLUDES 10% PENALTY)

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

108539007772018080731200000522835820191210400005751185

**RUSSELL V. WATTS**

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TOLL FREE TELEPHONE:(925) 957-5280 FAX:(925) 957-2898

2016-01604-0-000

SUBJECT TO POWER TO SALE IF NOT PAID BY JUNE 2022

REDEMPTION TAX BILL**DUE 07/31/2019****ASSESSEE OF PROPERTY****PROPERTY ADDRESS****610-690 RAILROAD AVE****PITTS****MAILING ADDRESS**

SID: 16-01604-0-000

085 390 077 7

PD: (07/19)

PITTSBURG CITY OF
65 CIVIC AVE
PITTSBURG CA 94565

PITTSBURG CITY OF**INSTALLMENT PAYMENT INFORMATION**

Installment Principal Paid
Installment Interest Paid
Total Amount Paid

SEE THE BACKSIDE OF THIS BILL FOR EXPLANATION ON
INSTALLMENT PLAN AND OTHER IMPORTANT INFORMATION
ABOUT PAYING YOUR REDEMPTION TAXES.

FISCAL YEAR	BILL DESCRIPTION	INSTLMT NO.(S)	TAXES & ASSESSMENT	DELINQUENT PENALTY	DELINQUENT COST	REDEMPTION PENALTY	CURRENT AMOUNT
2017	SECURED	1&2	\$8,315.14	\$831.50	\$20.00	\$1,621.45	\$10,788.09
2018	SECURED	1&2	\$4,805.82	\$480.58	\$20.00	\$1,802.18	\$7,108.58
Subtotal			\$13,120.96	\$1,312.08	\$40.00	\$3,423.63	\$17,896.67
The total amount to redeem does not include taxes and assessments for the current fiscal year. To inquire on these taxes and assessments, please call our 24/7 telephone service line (925) 957-5280, or visit our website WWW.CCTAX.US. DELINQUENT CHARGES ARE IMPOSED BY STATE LAW							
LESS: Payment Received							
Subtotal (unpaid balance)							\$17,896.67
PLUS: Redemption Fee							\$15.00
Interest							\$0.00
Title Search Fee							\$0.00
Recording & Deed Fee							\$0.00
Tax Sale Fee							\$0.00
TOTAL AMOUNT TO REDEEM							\$17,911.67

RETAIN THE TOP HALF OF THE BILL FOR YOUR RECORDS. TO ENSURE PROPER POSTING OF PAYMENT PLEASE DO NOT FOLD, STAPLE, TAPE OR WRITE ON DOCUMENT

PARCEL NUMBER	TRA	DEFAULT YEAR	DEFAULT NUMBER	ISSUE DATE	TYPE
085 390 077 7	07006	2016	01604	07/22/2019	PAY OFF

Owner Name: **PITTSBURG CITY OF**Situs Address: **610-690 RAILROAD AVE****PITTS****2016-01604-0-000****REDEMPTION TAXES**

THIS STUB MUST ACCOMPANY PAYMENT

MAKE CHECK PAYABLE TO: KSCHI
07/22/19

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 631
MARTINEZ, CA. 94553-0063

TOTAL TO REDEEM BY
07/31/2019 \$17,911.67

INSTALLMENT PAYMENT
DUE BY 07/31/2019 \$0.00

IF SENDING PAYMENT AFTER 07/31/2019,
PLEASE CALL (925) 957-5280 FOR NEW BALANCE.

4085390077716016040000F0001791167820190731800000000000



RUSSELL V. WATTS

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TELEPHONE: (925) 957-5280 FAX: (925) 957-2898

2018-2019

FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019

SECURED PROPERTY TAX BILL DELINQUENT BILL

PROPERTY ADDRESS

300 CUMBERLAND ST PITTS

PAY ONLINE AT WWW.CCTAX.US

085-108-010-1 00

PITTSBURG REDEVELOPMENT AGENCY
65 CIVIC AVE
PITTSBURG CA 94565

ASSESSEE AS OF JANUARY 1, 2018

PITTSBURG REDEVELOPMENT AGENCY

PROPERTY ASSESSMENT

LAND 122,453
IMPROVEMENTS 1,025,596
PERSONAL PROP

GROSS VALUE 1,148,049

EXEMPTIONS

NET VALUE ON JAN. 1, 2018 1,148,049

SEE BACKSIDE FOR MORE INFORMATION
IMPORTANT MESSAGE(S) TO TAXPAYER

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	CORTAC	DEFAULT #
085-108-010-1 00	18 078968 2	07006	07/22/2019	DELINQUENT	12075	2016-01603

SPECIAL TAXES & ASSESSMENTS				AD VALOREM TAXES & ASSESSMENTS		
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
PITTSBURG ST LT	JG	(925) 252-4042	784.52	1% COUNTYWIDE TAX	1.0000	
DIABLO Z2 SWR CHG	JY	(925) 756-1932	8,827.76	ADD:		
				BART	.0000	
				BART BOND 2016	.0000	NONTAXABLE
				EAST BAY REG PK BD	.0000	
				PITTSBURG UNIF 95	.0000	
				PITTSB UNIF BD2004	.0000	
				PITTSB UNIF BD2006	.0000	
				PITTSB UNIF BD2010	.0000	
				PITTSB UNIF BD2014	.0000	
				COMM COLL 2002 BND	.0000	
TOTAL SPECIAL TAXES & ASSESSMENTS			9,612.28	TOTAL AD VALOREM TAXES		
				ADD: SPECIAL TAXES & ASSESSMENTS		9,612.28
				DELINQUENT PENALTY		961.22
				DELINQUENT COST		20.00
				LESS: PAYMENTS RECEIVED		0.00
				TOTAL AMOUNT DUE		10,593.50

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-108-010-1 00	18 078968 2	07006	07/22/2019	DELINQUENT		2016-01603

2ND
INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$5,306.75

PAYABLE WITH OR AFTER 1ST COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

DELINQUENT SINCE 04/11/2019

(INCLUDES 10% PENALTY + \$20 COST)

AFTER JUNE 30, 2019 ADDITIONAL
PENALTIES AND FEES APPLY

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

108510801012018078968100000480614720190410900005306758

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-108-010-1 00	18 078968 2	07006	07/22/2019	DELINQUENT		2016-01603

1ST
INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$5,286.75

PAYABLE BEFORE 2ND COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

DELINQUENT SINCE 12/11/2018

(INCLUDES 10% PENALTY)

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

108510801012018078968100000480614720190410400005286752

**RUSSELL V. WATTS**

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TOLL FREE TELEPHONE:(925) 957-5280 FAX:(925) 957-2898
PROPERTY ADDRESS

2016-01603-0-000

SUBJECT TO POWER TO SALE IF NOT PAID BY JUNE 2022

REDEMPTION TAX BILL**DUE 07/31/2019****ASSEESSEE OF PROPERTY**

300 CUMBERLAND ST
MAILING ADDRESS

PITTS

PITTSBURG REDEVELOPMENT AGENCY
INSTALLMENT PAYMENT INFORMATION

SID: 16-01603-0-000 065 108 010 1 PD: (07/19)

PITTSBURG REDEVELOPMENT AGENCY
65 CIVIC AVE
PITTSBURG CA 94565

Installment Principal Paid
Installment Interest Paid
Total Amount Paid

SEE THE BACKSIDE OF THIS BILL FOR EXPLANATION ON
INSTALLMENT PLAN AND OTHER IMPORTANT INFORMATION
ABOUT PAYING YOUR REDEMPTION TAXES.

FISCAL YEAR	BILL DESCRIPTION	INSTLMT NO.(S)	TAXES & ASSESSMENT	DELINQUENT PENALTY	DELINQUENT COST	REDEMPTION PENALTY	CURRENT AMOUNT
2017	SECURED	1&2	\$9,496.48	\$949.64	\$20.00	\$1,851.81	\$12,317.93
2016	SECURED	1&2	\$8,721.00	\$872.10	\$20.00	\$3,270.37	\$12,883.47
Subtotal			\$18,217.48	\$1,821.74	\$40.00	\$5,122.18	\$25,201.40
The total amount to redeem does not include taxes and assessments for the current fiscal year. To inquire on these taxes and assessments, please call our 24/7 telephone service line (925) 957-5280, or visit our website WWW.CCTAX.US. DELINQUENT CHARGES ARE IMPOSED BY STATE LAW							LESS: Payment Received Subtotal (unpaid balance) \$25,201.40 PLUS: Redemption Fee \$15.00 Interest \$.00 Title Search Fee \$.00 Recording & Deed Fee \$.00 Tax Sale Fee \$.00 TOTAL AMOUNT TO REDEEM \$25,216.40

RETAIN THE TOP HALF OF THE BILL FOR YOUR RECORDS. TO ENSURE PROPER POSTING OF PAYMENT, PLEASE DO NOT FOLD, STAPLE, TAP, OR WRITE ON EITHER SIDE.

PARCEL NUMBER	TRA	DEFAULT YEAR	DEFAULT NUMBER	ISSUE DATE	TYPE
085 108 010 1	07006	2016	01603	07/22/2019	PAY OFF

Owner Name: **PITTSBURG REDEVELOPMENT AGENCY**
Situs Address: **300 CUMBERLAND ST** **PITTS**

MAKE CHECK PAYABLE TO: **KSCHI**
07/22/19

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 631
MARTINEZ, CA. 94553-0063

2016-01603-0-000**REDEMPTION TAXES****THIS STUB MUST ACCOMPANY PAYMENT**

TOTAL TO REDEEM BY 07/31/2019	\$25,216.40
INSTALLMENT PAYMENT DUE BY 07/31/2019	\$.00

IF SENDING PAYMENT AFTER 07/31/2019,
PLEASE CALL (925) 957-5280 FOR NEW BALANCE.

4085108010116016030000F0002521640920190731800000000000



RUSSELL V. WATTS

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TELEPHONE: (925) 957-5280 FAX: (925) 957-2898

2018-2019

FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019

SECURED PROPERTY TAX BILL DELINQUENT BILL

PROPERTY ADDRESS

325-333 E 10TH ST

PITTS

PAY ONLINE AT WWW.CCTAX.US

085-182-010-0 00

SUCCESSOR AGENCY
C/O EXECUTIVE DIRECTOR
65 CIVIC AVE
PITTSBURG CA 94565

ASSESSEE AS OF JANUARY 1, 2018

SUCCESSOR AGENCY

PROPERTY ASSESSMENT

LAND 151,166
IMPROVEMENTS 448,979
PERSONAL PROP

GROSS VALUE 600,145

EXEMPTIONS

NET VALUE ON JAN. 1, 2018 600,145

SEE BACKSIDE FOR MORE INFORMATION

IMPORTANT MESSAGE(S) TO TAXPAYER

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	CORTAC	DEFAULT #
085-182-010-0 00	18 079181 2	07004	07/22/2019	DELINQUENT	12075	2016-01462

SPECIAL TAXES & ASSESSMENTS				AD VALOREM TAXES & ASSESSMENTS		
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
PITTSBURG ST LT	JG	(925) 252-4042	1,026.08	1% COUNTYWIDE TAX	1.0000	
DIABLO Z2 SWR CHG	JY	(925) 756-1932	848.08	ADD: BART	.0000	
				BART BOND 2016	.0000	NONTAXABLE
				EAST BAY REG PK BD	.0000	
				PITTSBURG UNIF 95	.0000	
				PITTSB UNIF BD2004	.0000	
				PITTSB UNIF BD2006	.0000	
				PITTSB UNIF BD2010	.0000	
				PITTSB UNIF BD2014	.0000	
				COMM COLL 2002 BND	.0000	
TOTAL SPECIAL TAXES & ASSESSMENTS				TOTAL AD VALOREM TAXES		
			1,874.16	ADD: SPECIAL TAXES & ASSESSMENTS		1,874.16
				DELINQUENT PENALTY		187.40
				DELINQUENT COST		20.00
				LESS: PAYMENTS RECEIVED		0.00
				TOTAL AMOUNT DUE		2,081.56

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-182-010-0 00	18 079181 2	07004	07/22/2019	DELINQUENT		2016-01462

2ND
INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$1,050.78

PAYABLE WITH OR AFTER 1ST COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.



SUCCESSOR AGENCY

MAKE CHECK PAYABLE TO:

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 7002
SAN FRANCISCO, CA. 94120-7002

DELINQUENT SINCE 04/11/2019
(INCLUDES 10% PENALTY + \$20 COST)
AFTER JUNE 30, 2019 ADDITIONAL
PENALTIES AND FEES APPLY

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

1085182010020180791811270000093708620190410900001050780

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
085-182-010-0 00	18 079181 2	07004	07/22/2019	DELINQUENT		2016-01462

1ST
INSTALLMENT

CHECK THIS BOX IF REQUESTING
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CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT

\$1,030.78

PAYABLE BEFORE 2ND COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.



SUCCESSOR AGENCY

MAKE CHECK PAYABLE TO:

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 7002
SAN FRANCISCO, CA. 94120-7002

DELINQUENT SINCE 12/11/2018
(INCLUDES 10% PENALTY)

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

108518201002018079181190000093708620191210400001030782

**RUSSELL V. WATTS**

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TOLL FREE TELEPHONE:(925) 957-5280 FAX:(925) 957-2898

2016-01462-0-000

SUBJECT TO POWER TO SALE IF NOT PAID BY JUNE 2022

REDEMPTION TAX BILL**DUE 07/31/2019****ASSEESSEE OF PROPERTY****PROPERTY ADDRESS**

325-333 E 10TH ST

PITTS

MAILING ADDRESS**SUCCESSOR AGENCY****INSTALLMENT PAYMENT INFORMATION**

SID: 16-01462-0-000 085 182 010 0 PD: (07/19)

Installment Principal Paid
Installment Interest Paid
Total Amount Paid

SUCCESSOR AGENCY
65 CIVIC AVE
PITTSBURG CA 94565

SEE THE BACKSIDE OF THIS BILL FOR EXPLANATION ON
INSTALLMENT PLAN AND OTHER IMPORTANT INFORMATION
ABOUT PAYING YOUR REDEMPTION TAXES.

FISCAL YEAR	BILL DESCRIPTION	INSTLMT NO.(S)	TAXES & ASSESSMENT	DELINQUENT PENALTY	DELINQUENT COST	REDEMPTION PENALTY	CURRENT AMOUNT
2017	SECURED	1&2	\$1,832.04	\$183.20	\$20.00	\$357.24	\$2,392.48
2016	SECURED	1&2	\$1,789.12	\$178.90	\$20.00	\$670.92	\$2,658.94
Subtotal			\$3,621.16	\$362.10	\$40.00	\$1,028.16	\$5,051.42
The total amount to redeem does not include taxes and assessments for the current fiscal year. To inquire on these taxes and assessments, please call our 24/7 telephone service line (925) 957-5280, or visit our website WWW.CCTAX.US .				LESS: Payment Received Subtotal (unpaid balance) \$5,051.42			
DELINQUENT CHARGES ARE IMPOSED BY STATE LAW				PLUS: Redemption Fee \$15.00			
				Interest \$.00			
				Title Search Fee \$.00			
				Recording & Deed Fee \$.00			
				Tax Sale Fee \$.00			
				TOTAL AMOUNT TO REDEEM \$5,066.42			

RETAIN THE TOP HALF OF THE BILL FOR YOUR RECORDS. TO ENSURE PROPER FORTHING OF PAYMENT PLEASE DO NOT FOLD, STAPLE, TAPE OR WRITE ON COUPONS.

PARCEL NUMBER	TRA	DEFAULT YEAR	DEFAULT NUMBER	ISSUE DATE	TYPE
085 182 010 0	07004	2016	01462	07/22/2019	PAY OFF

Owner Name: **SUCCESSOR AGENCY**Situation Address: **325-333 E 10TH ST.**

PITTS

2016-01462-0-000**REDEMPTION TAXES**

THIS STUB MUST ACCOMPANY PAYMENT

MAKE CHECK PAYABLE TO: KSCHI
07/22/19

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 631
MARTINEZ, CA. 94553-0063

TOTAL TO REDEEM BY
07/31/2019 \$5,066.42

INSTALLMENT PAYMENT
DUE BY 07/31/2019 \$.00

IF SENDING PAYMENT AFTER 07/31/2019,
PLEASE CALL (925) 957-5280 FOR NEW BALANCE.

4085182010016014620000F0000506642820190731800000000000



RUSSELL V. WATTS

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TELEPHONE: (925) 957-5280 FAX: (925) 957-2898

2018-2019

FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019

SECURED PROPERTY TAX BILL CORRECTED BILL

PROPERTY ADDRESS

HARBOR DR

PITTS

PAY ONLINE AT WWW.CCTAX.US

073-111-035-9 01

SUCCESSOR AGENCY
C/O EXECUTIVE DIRECTOR
65 CIVIC AVE
PITTSBURG CA 94565

ASSESSEE AS OF JANUARY 1, 2018

SUCCESSOR AGENCY

PROPERTY ASSESSMENT

LAND IMPROVEMENTS 65,433
PERSONAL PROP

GROSS VALUE 65,433

EXEMPTIONS

NET VALUE ON JAN. 1, 2018 65,433

SEE BACKSIDE FOR MORE INFORMATION
IMPORTANT MESSAGE(S) TO TAXPAYER

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	CORTAC	DEFAULT #
073-111-035-9 01	18 000000 2	07004	07/22/2019	CORRECTED	12075	
SPECIAL TAXES & ASSESSMENTS			AD VALOREM TAXES & ASSESSMENTS			
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
				1% COUNTYWIDE TAX	1.0000	
				ADD: BART	.0000	
				BART BOND 2016	.0000	NONTAXABLE
				EAST BAY REG PK BD	.0000	
				PITTSBURG UNIF 95	.0000	
				PITTSB UNIF BD2004	.0000	
				PITTSB UNIF BD2006	.0000	
				PITTSB UNIF BD2010	.0000	
				PITTSB UNIF BD2014	.0000	
				COMM COLL 2002 BND	.0000	
				TOTAL AD VALOREM TAXES		
				ADD: SPECIAL TAXES & ASSESSMENTS		0.00
				DELINQUENT PENALTY		.00
				DELINQUENT COST		.00
				LESS: PAYMENTS RECEIVED		0.00
TOTAL SPECIAL TAXES & ASSESSMENTS			0.00	TOTAL AMOUNT DUE		0.00

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section Indicate you owe prior year(s) delinquent taxes	DEFAULT #
073-111-035-9 01	18 000000 2	07004	07/22/2019	CORRECTED		

2ND
INSTALLMENT

CHECK THIS BOX IF REQUESTING
CHANGE OF BILLING ADDRESS OR
PRIMARY RESIDENCE ON THE
BACKSIDE OF THIS COUPON

CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

PAY THIS
AMOUNT
FEB. 1, 2019

\$0.00

PAYABLE WITH OR AFTER 1ST COUPON

FIRST COUPON MUST BE USED FOR PAYMENT BEFORE SECOND COUPON. BOTH
COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

IF AFTER APR. 10, 2019 PAY **\$0.00**
(INCLUDES 10% PENALTY + \$20 COST)

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

1073111035920180000002200000000000201904109000000000000

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section Indicate you owe prior year(s) delinquent taxes	DEFAULT #
073-111-035-9 01	18 000000 2	07004	07/22/2019	CORRECTED		

1ST
INSTALLMENT

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KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

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PAY THIS
AMOUNT
NOV. 1, 2018

\$0.00

PAYABLE BEFORE 2ND COUPON

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COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

IF AFTER DEC. 10, 2018 PAY **\$0.00**
(INCLUDES 10% PENALTY)

AMOUNT TO PAY BOTH INSTALLMENTS
BY DEC. 10, 2018 **\$0.00**

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

1073111035920180000001400000000000201812104000000000000



RUSSELL V. WATTS

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
ROOM 100, 625 COURT STREET, MARTINEZ, CA 94553
TELEPHONE: (925) 957-5280 FAX: (925) 957-2898

2018-2019

FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019

SECURED PROPERTY TAX BILL CORRECTED BILL

PROPERTY ADDRESS

HARBOR DR PITTS

PAY ONLINE AT WWW.CCTAX.US

073-111-036-7 01

SUCCESSOR AGENCY
C/O EXECUTIVE DIRECTOR
65 CIVIC AVE
PITTSBURG CA 94565

ASSESSEE AS OF JANUARY 1, 2018

SUCCESSOR AGENCY

PROPERTY ASSESSMENT

LAND 65,433
IMPROVEMENTS
PERSONAL PROP
GROSS VALUE 65,433
EXEMPTIONS
NET VALUE ON JAN. 1, 2018 65,433

SEE BACKSIDE FOR MORE INFORMATION
IMPORTANT MESSAGE(S) TO TAXPAYER

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	CORTAC	DEFAULT #
073-111-036-7 01	18 000000 2	07004	07/22/2019	CORRECTED	12075	
SPECIAL TAXES & ASSESSMENTS				AD VALOREM TAXES & ASSESSMENTS		
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
				1% COUNTYWIDE TAX	1.0000	
				ADD: BART	.0000	
				BART BOND 2016	.0000	NONTAXABLE
				EAST BAY REG PK BD	.0000	
				PITTSBURG UNIF 95	.0000	
				PITTSB UNIF BD2004	.0000	
				PITTSB UNIF BD2006	.0000	
				PITTSB UNIF BD2010	.0000	
				PITTSB UNIF BD2014	.0000	
				COMM COLL 2002 BND	.0000	
				TOTAL AD VALOREM TAXES		
				ADD: SPECIAL TAXES & ASSESSMENTS		0.00
				DELINQUENT PENALTY		.00
				DELINQUENT COST		.00
				LESS: PAYMENTS RECEIVED		0.00
TOTAL SPECIAL TAXES & ASSESSMENTS						0.00
				TOTAL AMOUNT DUE		0.00

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section Indicate you owe prior year(s) delinquent taxes	DEFAULT #
073-111-036-7 01	18 000000 2	07004	07/22/2019	CORRECTED		

2ND
INSTALLMENT

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CHECK HERE

KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

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PAY THIS
AMOUNT
FEB. 1, 2019

\$0.00

PAYABLE WITH OR AFTER 1ST COUPON

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COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

IF AFTER APR. 10, 2019 PAY **\$0.00**

(INCLUDES 10% PENALTY + \$20 COST)



SUCCESSOR AGENCY

MAKE CHECK PAYABLE TO:

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 7002
SAN FRANCISCO, CA. 94120-7002

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

10731110367201800000022000000000020190410900000000000

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section Indicate you owe prior year(s) delinquent taxes	DEFAULT #
073-111-036-7 01	18 000000 2	07004	07/22/2019	CORRECTED		

1ST
INSTALLMENT

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KSCHI 07/22

2018-2019 SECURED PROPERTY TAXES

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PAY THIS
AMOUNT
NOV. 1, 2018

\$0.00

PAYABLE BEFORE 2ND COUPON

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COUPONS MUST BE SENT TOGETHER IF PAYING THE ENTIRE BILL AT ONE TIME.

IF AFTER DEC. 10, 2018 PAY **\$0.00**

(INCLUDES 10% PENALTY)

AMOUNT TO PAY BOTH INSTALLMENTS
BY DEC. 10, 2018 **\$0.00**



SUCCESSOR AGENCY

MAKE CHECK PAYABLE TO:

CONTRA COSTA COUNTY TAX COLLECTOR
P.O. BOX 7002
SAN FRANCISCO, CA. 94120-7002

SEE BACKSIDE OF BILL FOR IMPORTANT INFORMATION

10731110367201800000014000000000020181210400000000000

Amended Recognized Obligation Payment Schedule (ROPS 19-20B) - Summary
Filed for the January 1, 2020 through June 30, 2020 Period

Successor Agency: Pittsburg

County: Contra Costa

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	ROPS 19-20B Authorized Amounts	ROPS 19-20B Requested Adjustments	ROPS 19-20B Amended Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 26,400	\$ -	\$ 26,400
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	26,400	-	26,400
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 18,510,081	\$ -	\$ 18,510,081
F RPTTF	18,340,757	-	18,340,757
G Administrative RPTTF	169,324	-	169,324
H Current Period Enforceable Obligations (A+E)	\$ 18,536,481	\$ -	\$ 18,536,481

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code,
I hereby certify that the above is a true and accurate
Recognized Obligation Payment Schedule for the above
named successor agency.

Name Title

/s/ _____
Signature Date

Pittsburg Amended Recognized Obligation Payment Schedule (ROPS 19-20B) - ROPS Detail
January 1, 2020 through June 30, 2020

Item #	Project Name	Obligation Type	Total Outstanding Obligation	Authorized Amounts					Total	Requested Adjustments					Total	Notes
				Fund Sources						Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
			\$352,048,830	\$-	\$-	\$31,810	\$18,340,757	\$169,324	\$18,536,481	\$-	\$-	\$-	\$-	\$-	\$-	
2	TAB 1999	Bonds Issued On or Before 12/31/10	\$87,327,939	-	-	-	1,832,937	-	\$1,832,937	-	-	-	-	-	\$-	
3	TAB 1999	Fees	\$2,500	-	-	8,550	-	-	\$8,550	-	-	-	-	-	\$-	
10	HSG TAB 06A	Bonds Issued On or Before 12/31/10	\$12,021,890	-	-	-	213,892	-	\$213,892	-	-	-	-	-	\$-	
11	HSG TAB 06A	Fees	\$2,600	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
27	Prefund August debt service of Senior & Housing Bonds (1999, 2014 & Housing Bonds)	Bonds Issued On or Before 12/31/10	\$11,803,817	-	-	-	11,803,817	-	\$11,803,817	-	-	-	-	-	\$-	
44	legal	Admin Costs	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
45	auditing	Professional Services	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
46	equipment rental	Admin Costs	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
49	444 Railroad Avenue (Griego lease)	Miscellaneous	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
62	utilities-gas	Property Maintenance	\$1,100	-	-	550	-	-	\$550	-	-	-	-	-	\$-	
63	utilities-electric	Property Maintenance	\$1,100	-	-	550	-	-	\$550	-	-	-	-	-	\$-	
68	maintenance & repairs	Property Maintenance	\$10,000	-	-	5,000	-	-	\$5,000	-	-	-	-	-	\$-	
69	property tax	Property Maintenance	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	Adjustment Item #69 Property Tax/Assessments on Current and Past Due Property Tax Bills - RPTTF Funding - total amount needed \$84,055. Will provide back-up property tax bills upon request.
71	1999 RDA Bonds	Fees	\$3,800	-	-	11,750	-	-	\$11,750	-	-	-	-	-	\$-	
81	utilities-water	Property Maintenance	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
105	2014 RDA Refunded Bonds	Refunding Bonds Issued After 6/27/12	\$34,006,375	-	-	-	825,125	-	\$825,125	-	-	-	-	-	\$-	
107	2014 RDA Refunded Bonds	Fees	\$2,400	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
109	2014 RDA Refunded Bonds	Fees	\$3,800	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
110	ECM v. Successor Agency □ Judgment	Litigation	\$569,693	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
111	Administration	Admin Costs	\$338,648	-	-	-	-	-	\$-	-	-	-	-	-	\$-	

Item #	Project Name	Obligation Type	Total Outstanding Obligation	Authorized Amounts					Total	Requested Adjustments					Total	Notes
				Fund Sources						Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
118	HSG TAB 2016A Refunding	Refunding Bonds Issued After 6/27/12	\$12,079,848	-	-	-	207,736	-	\$207,736	-	-	-	-	-	\$-	
119	2016A RDA Refunding Bonds	Refunding Bonds Issued After 6/27/12	\$162,367,875	-	-	-	3,002,125	-	\$3,002,125	-	-	-	-	-	\$-	
120	2016B RDA Refunding Bonds	Refunding Bonds Issued After 6/27/12	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
121	2016C RDA Refunding Bonds	Refunding Bonds Issued After 6/27/12	\$31,469,125	-	-	-	455,125	-	\$455,125	-	-	-	-	-	\$-	
122	HSG TAB 2016A Refunding Bonds	Fees	\$3,600	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
123	2016A RDA Refunding Bonds	Fees	\$3,800	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
124	2016B RDA Refunding Bonds	Fees	\$3,600	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
125	2016C RDA Refunding Bonds	Fees	\$3,600	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
126	HSG TAB 2016A Refunding Bonds	Fees	\$2,300	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
127	2016A RDA Refunding Bonds	Fees	\$2,800	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
128	2016B RDA Refunding Bonds	Fees	\$2,200	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
129	2016C RDA Refunding Bonds	Fees	\$2,300	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
130	East Bay Regional Park District	Miscellaneous	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
131	Hsg TAB 2006A	Fees	\$1,300	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
132	Investment Advisory Services for Bond Reserves (1999 and 2014 Bonds)	Fees	\$10,820	-	-	5,410	-	-	\$-	-	-	-	-	-	\$-	



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Business Improvement District Contract for Fiscal Year 2019-2020 by and Between the City of Pittsburg and the Pittsburg Chamber of Commerce

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

The City and the Pittsburg Chamber of Commerce (Chamber) propose to enter into a Business Improvement District (BID) contract for fiscal year 2019-2020 for specific services to be provided to the City by the Chamber.

FISCAL IMPACT

The total cost of the BID contract is \$29,000. The scope of services is detailed in Exhibit A and attached to the BID contract. A portion of the business improvement tax collected is used to fund the BID contract and therefore, does not impact the City's general fund.

RECOMMENDATION

City Council adopt the Resolution approving the BID contract for fiscal year 2019-2020 for an amount not to exceed \$29,000.

BACKGROUND

In 1972, the Chamber was designated as the advisory board for the BID. The advisory board's role was to advise the City and provide recommendations as to how the business improvement tax is to be used. Since the inception of the BID, the City and the Chamber have shared the business improvement tax collected and the Chamber has used the funds to promote, retain, and attract businesses to the City and develop programs that support local businesses. Because all licensed businesses pay the business improvement tax, the City's direction to the Chamber has been to provide support to all Pittsburg businesses and not just businesses who are Chamber members.

In 1999, the relationship between the City and the Chamber was formalized into a service contract for specific services to be performed by the Chamber during a fiscal year that benefited Pittsburg's business community.

SUBCOMMITTEE FINDINGS

The BID contract for fiscal year 2019-2020 was not discussed in a subcommittee.

STAFF ANALYSIS

The City and the Chamber have worked together to develop the scope of services to ensure that its goals are aligned and that the proposed services identified in the scope of services meet the City's needs.

The scope of services includes: 1) create an educational marketing program and materials for opportunity zones; 2) create, print and post signage for two downtown sign posts; 3) new business outreach and promotion; 4) business mentorship; 5) coordinate an adult career fair; and 6) coordinate national manufacturing day and plant tours. Complete descriptions of the efforts in the scope of services are detailed in Exhibit A of the BID contract.

The Chamber will submit invoices to the City for services rendered and will be paid based on completed services. The BID contract will commence on July 1, 2019 and expire June 30, 2020.

ATTACHMENTS: Resolution
 BID Contract

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Approving the)
Business Improvement District Contract for Fiscal Year) RESOLUTION NO. 19-
2019-2020 by and between the City of Pittsburgh and)
The Pittsburgh Chamber of Commerce)

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, in 1972, the Pittsburgh Chamber of Commerce (Chamber) was designated as the advisory board for the Business Improvement District (BID); and

WHEREAS, the advisory board's role was to advise the City and provide recommendations as to how the business improvement tax is to be used; and

WHEREAS, since the inception of the BID, the City and the Chamber have shared the business improvement tax collected and the Chamber has used the funds to promote, retain, and attract businesses to the City and develop programs that support local businesses. Because all licensed businesses pay the business improvement tax, the City's direction to the Chamber has been to provide support to all Pittsburgh businesses and not just businesses who are Chamber members; and

WHEREAS, in 1999, the relationship between the City and the Chamber was formalized into a service contract for specific services to be performed by the Chamber during a fiscal year that benefited Pittsburgh's business community; and

WHEREAS, the City and the Chamber propose to enter into a BID contract for fiscal year 2019-2020 for specific services to be provided to the City by the Chamber.

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

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

City Council hereby approves this Resolution and approves the BID contract for an amount not to exceed \$29,000.

Section 3.

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

Section 4.

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

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**BUSINESS IMPROVEMENT DISTRICT CONTRACT BY AND BETWEEN
THE CITY OF PITTSBURG AND PITTSBURG CHAMBER OF COMMERCE**

THIS CONTRACT is made on July 1, 2019 (Contract Date), by and between the City of Pittsburgh (City) and the Pittsburgh Chamber of Commerce (Chamber).

WITNESSETH:

WHEREAS, the City proposes to enlist the services of the Chamber to promote, retain, attract, and support the businesses in Pittsburgh; and

WHEREAS, the Chamber presented a proposal for such services to the City 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. Chamber shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the scope of services, attached hereto and incorporated herein by this reference as Exhibit A. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Chamber enters into this Contract as an independent contractor and not as an employee of the City. The Chamber shall have no power or authority by this Contract to bind the City 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 Chamber are employees, agents, contractors or subcontractors of the Chamber and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Chamber by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Chamber 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 Chamber are to commence upon the Contract Date and shall expire on June 30, 2020.

III. COMPENSATION:

A. The Chamber shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to scope of services but in no event shall total compensation exceed Twenty Nine Thousand (\$29,000) without City's prior written approval.

B. Said amount shall be paid upon submittal of an invoice detailing the charges and/or reimbursable expenses.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed.

IV. TERMINATION:

This Contract may be terminated, without cause, at any time by the City with 30 days' written notice. Upon receipt of such notice, Chamber shall cease all work under this Contract. In the event of any such termination, the Chamber shall be compensated as provided for in this Contract. Upon such termination, the City 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 Chamber's obligations to defend and indemnify the City and City shall survive any termination of this Contract.

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

V. CHANGES:

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

VI. PROPERTY OF CITY:

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

VII. COMPLIANCE WITH LOCAL LAW:

Chamber 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.

VIII. WARRANTY:

Chamber 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 Chamber's profession. Chamber 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.

IX. SUBCONTRACTING:

Except as set forth in Exhibit A for work to be performed, no other services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Chamber shall be as fully responsible to the City 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 Chamber.

X. ASSIGNABILITY:

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

XI. INTEREST IN CONTRACT:

Chamber covenants that neither it, nor any of its employees, agents, contractors, 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.

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

XII. CONFIDENTIAL MATERIALS:

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

XIII. LIABILITY OF CHAMBER-NEGLIGENCE:

Chamber shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Chamber's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City 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 Chamber or its employees, agents, contractors or subcontractors.

XIV. INDEMNITY AND LITIGATION COSTS:

Chamber shall indemnify, defend, and hold harmless the City, 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 Chamber's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents.

XVI. CHAMBER TO PROVIDE INSURANCE:

Chamber 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 Chamber, 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 Chamber 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 Chamber's independent contractors.

"I certify that I, Chamber, 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 Chamber's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Chamber 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 Entity.

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 Chamber 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 Chamber'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 Chamber'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 Chamber'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 Chamber.

Waiver of Subrogation

Chamber hereby grants to City a waiver of any right to subrogation which any insurer of said Chamber may acquire against the City by virtue of the payment of any loss under such insurance. Chamber 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 Chamber 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 Chamber must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Chamber 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 Chamber's obligation to provide them. The Chamber reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Chamber 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 Chamber shall designate a lead person (Lead) who at all times shall represent the Chamber before the City on all matters relating to this Contract. The Lead shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Chamber, or replaced with the written approval of the City, which approval shall not be unreasonably withheld.

B. The Chamber 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. Chamber 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 Chamber shall maintain and make available for inspection by the City 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 Chamber.

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:

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Garrett Evans

Chamber: Pittsburg Chamber of Commerce
985 Railroad Avenue
Pittsburg, CA 94565
ATTN: Monica Couture

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.

CITY

CHAMBER

By: _____
Garrett Evans

By: _____

Title: City Manager

Title: _____

APPROVED AS TO FORM:

By: _____

Title: City Attorney

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CHAMBER

By: _____

Title: _____

EXHIBIT A
Scope of Services

Task	Activity	Performance Measures
Marketing Program and Materials for Opportunity Zones	Create an educational marketing program including digital and printed materials regarding Opportunity Zones.	Action items: *Create digital and printed marketing program and materials for distribution. Reporting: *Submit copy of the marketing program and materials to the City by October 15th for approval. *Finalize marketing program and materials in Q2 of FY. *Post marketing program and materials on social media in Q3 of FY. *Mail out printed marketing program and materials to all businesses in the City in Q3 of FY.
Signage	Create, print and post signage for two downtown sign posts. 1) John Buckley Park 2) Marina Green - 51 Marina Blvd	Action items: *Create signage pursuant to the design guidelines provided by the City. Reporting: *Submit sign designs to City by August 15, October 15 and December 15 for approval. *City will provide feedback on signs within one week of receipt prior to Chamber printing the signs. *Post signs by: September 1, November 1 and January 2.
New Business Outreach and Promotion Host Grand Openings for New Businesses	Be proactive by marketing and hosting grand openings for new businesses, whether the business is a Chamber member or not.	Action items: *Share the date, location of the event and submit flyer to City Staff at least 2 weeks before. Promote event on social media. Reporting: *Submit copy of social media post.

Workforce Development Small Business Mentorship Conduct classes on business education	*Conduct 1-2 hour courses: 1) How to create a business plan. 2) How to obtain a business loan. 3) How to obtain license/permits (business license, Health Department, fictitious name, ABC) <i>(This meeting may include a tour of City Hall & services offered)</i> 4) How to market your business. 5) How to purchase a business. 6) How to succeed in business. <i>(Topics can vary but must be educational and focus on business)</i> *Submit flyer and event collateral.	Action items: *Host 6 business planning workshops *Share the date, location of the event and submit flyer to City Staff at least a month before. Promote on social media. Reporting: *Provide the number of attendees and submit sign in sheets from each event.
Workforce Development Conduct a "Keep It Local Pittsburgh" (Adult Career Fair) in collaboration with Pittsburgh Adult Ed, LMC & PUSD	*Host/Coordinate the event *Submit flyer *Invite local companies & businesses to highlight local job opportunities for Pittsburgh residents.	Action items: *Share the date, location of the event and submit flyer to City Staff at least a month before. Promote event on social media. Reporting: *Provide the number of attendees and submit sign in sheets from each event.
Workforce Development Big Business Outreach National Manufacturing Day	In collaboration with PUSD, LMC and Contra Costa County, Chamber will help to coordinate classic MFG DAY event and local plant tours designed to expose students/residents to present-day manufacturing while showcasing manufacturing in a positive light. *Provide flyers, list of participating businesses and event collateral.	Action items: *Share the date, location of the event and submit flyer to City Staff at least 6 months before. Promote on social media. Reporting: *Provide the number of attendees and submit sign in sheets from each event.



**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 Lead Electrical Technician, Modify the Certification Pay and Education Incentive and Amend the Teamsters Bargaining Agreement

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Director of Human Resources, has added the new classification of Lead Electrical Technician and recommends amendments to the certification and education incentives pay sections of the Teamsters Memorandum of Understanding (MOU). In accordance with the City's Personnel Rules, the City Council is asked to establish the salary range and amend the Teamsters Local 856 Memorandum of Understanding.

FISCAL IMPACT

There is no fiscal impact to establish the salary range of the Lead Electrical Technician. The 2019/20 fiscal impact for the certification and education incentive pay changes is estimated to be \$24,013 for the remainder of the fiscal year if all eligible employees obtain the maximum certification and education incentive pay in September.

RECOMMENDATION

The City Council adopt a resolution to establish the salary range for the Lead Electrical Technician and approve an amendment of the Teamsters Local 856 MOU to provide eligibility for additional certification and education incentive pay.

BACKGROUND

Upon recommendation from the Public Works Department, staff evaluated the Electrician classification series and recommended the titles change from Electrician Apprentice and Electrician to Electrical Technician Apprentice and Electrical Technician. Additionally, staff recommended adding a Lead Electrical Technician to the classification series. Modifications to the classification series included defining the area of assignment as either Traffic Signal

or Stationary Engineering. This is similar to other Teamsters classification series such as the Maintenance Worker and Utility Technician series.

Following the ratification and adoption of the Teamsters Local 856 MOU, both parties agreed to convene a Joint Labor Management Committee to address outstanding classification and compensation matters for Water Treatment Plant classifications. The City and Teamsters Local 856 have completed that meet and confer process.

On July 25, 2019, the City and Teamsters Local 856 agreed to amend the Electrician classification series, certification pay, and education incentive pay language and a side letter of agreement to the current MOU was signed by the City and Teamsters Local 856.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

During staff's evaluation of the Electrician classification series, there were no recommended changes to the salary range of the Electrical Technician Apprentice and Electrical Technician. The current salary steps of Electrician (Electrical Technician) D and E steps will be equal to the new Lead Electrical Technician A and B salary steps with three additional new steps. The salary range of Lead Electrical Technician will be \$6,959 to \$8,459 per month. This is same salary range method used for other lead classifications. In addition, the Electrical Technician and Lead Electrical Technician will be eligible to receive a 5% certification pay for obtaining a Type III certificate through the Environmental Protection Agency. The certificate is for technicians who maintain, service, and repair equipment and appliances. The Lead Electrical Technician will be eligible for an 8% certification pay for a D4 Water Distribution certificate from the State. This certification pay is also offered to the Maintenance Lead Worker, Electrician and Equipment Mechanic classifications. The City currently pays certificate incentives of up to 8% maximum for a single license or certificate obtained from various agencies or 5% for combined certificates.

In accordance with the City's Personnel Rule 13.1, salary ranges are set for each classification by the City Council. The City Council is asked to establish the salary range for the Lead Electrical Technician classification. In accordance with the Meyers-Milias-Brown Act, the City Council is asked to adopt the signed side letter agreement between the City and Teamsters Local 856 to modify the Electrical Technician classification series certification pay. Human Resources will be conducting internal promotional recruitment for a Lead Electrical Technician.

Staff met and conferred with Teamsters Local 856 regarding the certification pay for Water Treatment Plant classifications and agreed to align the certification pay with other similarly situated Public Works classifications. The Water Plant Operator, Water Instrument Maintenance Technician, Water Quality Analyst, and Water Maintenance Mechanic certification pay for a D1 Water Distribution Certificate was aligned from 1% to 2% per month and D2 Water Distribution Certificate was aligned from 2% to 5% per month.

Additionally, the Water Treatment Lab Director assigned designation certification pay of 5% per month was removed from the Certification Pay section and added to the Education Incentive Pay section of the MOU in a flat dollar amount of \$460 per month.

In accordance with the Meyers-Miliias-Brown Act, the City Council is asked to adopt the signed side letter agreement between the City and Teamsters Local 856 to modify certification pay and education incentive pay for the Water Treatment Plant classifications.

ATTACHMENTS:

Resolution

Exhibit A: Lead Electrical Technician

Exhibit B: Teamsters Side Letter of Agreement

Prepared by: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amendment of the Teamsters Local 856)	
Memorandum of Understanding to)	
Establish a Salary Range for Lead)	RESOLUTION NO. 19-
Electrical Technician and Modify)	
<u>Certification and Education Incentives)</u>	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City Manager has established the class specification of Lead Electrical Technician; and

WHEREAS, the salary range for the Lead Electrical Technician classification shall be \$6,959 to \$8,459 per month; and

WHEREAS, the City and Teamsters Local 856 Unit recommend an amendment of the Memorandum of Understanding (MOU) to provide eligibility of up to 8% certification incentive pay for a single certificate or license to the Lead Electrical Technician, or combined certificates not to exceed 5% and provide eligibility of up to 5% certification pay for the Water Plant Operator, Water Quality Analyst, Water Instrument Maintenance Technician and Water Maintenance Mechanic classifications and \$460 per month for the Water Quality Analyst or other employee for Lab Director assignment in education incentive; and

WHEREAS, Personnel Rule 13.1, Salary Plan, states no person may be paid less than the minimum, nor more than the maximum salary range without the City Council's approval.

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

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council approve the salary range and amendment to the Teamsters Local 856 Memorandum of Understanding.

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 19th day of August 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
Established: 07/2019

LEAD ELECTRICAL TECHNICIAN

*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 and with a high level of skill and independent judgment, oversees, monitors, and participates in a variety of electrical work including traffic signals, street lights, building wiring, heating, ventilating, air conditioning HVAC systems, communication equipment, and emergency generators; provides lead supervision and day to day oversight to multiple crews on a project by project basis; performs the more complex electrical tasks; provides efficient and timely response to emergency operations as assigned; provides efficient customer service and to function as a positive and cooperative team member.

DISTINGUISHING CHARACTERISTICS

The Lead Electrical Technician is the advanced journey level in the Electrical Technician series. Incumbents in this classification perform a variety of specialized electrical functions and are expected to possess in-depth knowledge of public works operations, standards, and procedures. Incumbents are responsible for the performance and completion of assigned electrical programs, operations, special projects and activities. In addition to performing the full range of duties assigned to the Electrical Technician series, incumbents are responsible for providing lead direction and training to subordinate staff assigned.

SUPERVISION RECEIVED AND EXERCISED

Employees in this classification receive general supervision from a Lead Public Works Superintendent or his/her designee within a framework of established policies and standard operating procedures.

Employees in this classification exercise technical and functional supervision over subordinate staff.

EXAMPLES OF DUTIES: Duties may include, but are not limited to, the following:

- Oversees, monitors, and participates in the performance of a variety of electrical work including traffic signals, building wiring, heating, ventilating, air conditioning HVAC systems, communication equipment, emergency generators; monitors, and inspects the work of subordinate electrical staff evaluating work products/projects; identifying training opportunities and needs for assigned staff; ensuring adherence to safe work methods, practices, and workplace environment.

LEAD ELECTRICAL TECHNICIAN

- Receives and responds to a variety of customer requests, concerns, and complaints regarding assigned functions and activities; researches answer or refers inquiry to appropriate resource.
- Establishes and maintains a variety of logs, work orders, and records and prepares reports on operations periodically and upon request.
- Inspects assigned work areas, and project work to identify needed maintenance and repair work, safety or health hazards, and/or unusual operating conditions; diagnoses problem and initiates recommendations for appropriate response activities.
- Estimates time, materials and equipment necessary for the successful completion of assigned work; initiates request for the purchase of necessary equipment, supplies and materials; may prepare the purchase requisition and research costs and availability.
- Oversees, monitors and participates in the following activities/tasks: maintaining, diagnosing electrical repairs and modifications to City electrical equipment.
- Identifies a variety of safety/health hazards and systems in need of maintenance or repair; responds to notification of hazards and problems by initiating appropriate action and/or escalating problem to appropriate party to ensure a timely and effective response.
- Responds to emergency calls on weekends, holidays, and evenings as assigned and according to primary and secondary call back lists.
- Establishes and maintains positive working relationships with representatives of community organizations, state/local agencies, City management and staff and the general public.

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

Education and/or Experience:

The equivalent of a high school diploma and at least two (2) years of work experience similar to the duties performed by the Electrical Technician with the City of Pittsburgh or at least four (4) years of progressively responsible work experience in electrical or a related field including one year of experience performing responsible lead or supervisory duties.

LEAD ELECTRICAL TECHNICAN

Licenses/Certificates:

Possession of a valid class A or B California driver's license with air brake endorsement within 12 months of appointment. Traffic Signal II certification from IMSA Public Safety and Environmental Protection Agency Type 1 and 2 certificates for Handling Chlorofluorocarbons are required within 18 months of appointment.

Other Requirements:

Must be physically and mentally capable of performing the functions of the job summarized in the Typical Tasks.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform the typical tasks assigned to the position)*

Knowledge of:

Standard and accepted practices, procedures, techniques, equipment, machines, tools, and materials used in the electrical maintenance and installation; safety requirements for the operation of trucks and other hand, power, and motorized equipment utilized in performing the assigned duties; a variety of occupational hazards and standard safety practices; basic methods and techniques of supervision including motivation and team leading; City's operations, policies and procedures as they relate to assigned duties.

Ability to:

Understand and follow a variety of oral and written instructions in an independent manner; provide lead direction and monitor work; interpret and apply electrical codes and safety standards; ensure standard practices and methods, materials, equipment, machines and tools are properly followed; monitor projects and ensure compliance with safety and electrical code regulations; act as a positive and contributing team leader and team member; and perform related work in a safe and effective manner; organize and prioritize assigned work in an effective and timely manner for self and others; Perform routine mathematical calculations including addition, subtraction, multiplication, and division; establish and maintain routine records and logs; prepare a variety of administrative documentation, forms, and reports; communicate effectively and tactfully in both oral and written forms; provide courteous and positive customer service; perform assigned duties to continuous physical labor in a safe and effective manner for self and others; establish and maintain effective working relationships with those contacted in the performance of required duties.

**Side Letter of Agreement #2
Between the City of Pittsburg and Teamsters Local 856**

This will confirm that the representatives of the City of Pittsburg ("City") and the Teamsters Local 856 ("Teamsters") have met and conferred and have agreed to the following modification of their memorandum of understanding ("MOU") covering the term July 1, 2018 through June 30, 2020 as follows:

The parties agree to modify the following under 1.1 Association Recognition, 6.2 Standby Shift, 6.5 Education Incentive, 6.7 Certification Pay and Appendix A.

1.1 Association Recognition

The Teamsters Local 856, hereinafter referred to as "Unit B" or "Teamsters" is the exclusively recognized employee organization for the following positions:

- Electrical ~~Technicianian~~
- Electrical ~~Technicianian~~ Apprentice
- Equipment Mechanic
- Lead Electrical Technician
- Lead Marina Maintenance Worker
- Maintenance Assistant
- Maintenance Worker I – Facilities and Utilities
- Maintenance Worker II – Facilities and Utilities
- Maintenance Lead Worker – Facilities and Utilities
- Maintenance Worker I – Environmental Services
- Maintenance Worker II – Environmental Services
- Maintenance Lead Worker – Environmental Services
- Marina Maintenance Worker
- Pest Control Specialist
- Utility Lineworker
- Utility Technician
- Sweeper Operator
- Water Instrument/Maintenance Technician I
- Water Instrument/Maintenance Technician II
- Water Maintenance Mechanic I
- Water Maintenance Mechanic II
- Water Plant Apprentice Operator
- Water Plant Operator, grade 3
- Water Quality Analyst I
- Water Quality Analyst II

6.2 Standby Shift

In order to provide emergency service during evenings, weekends, and holidays, Teamsters agrees that Maintenance Workers (I, II and Leads), Equipment Mechanics, Utility Lineworkers, Utility Technicians I and II, and Electrical ~~Technicianians~~ (Apprentice and Lead) shall make themselves available to respond to emergency calls.

The employee scheduled for primary standby shall receive three hundred dollars (\$300) for each primary standby shift. The employee scheduled for secondary standby shall

receive two hundred and fifty dollars (\$250) for each secondary standby shift. A standby shift is a one-week period that begins at the end of the employee's Friday shift.

The employee scheduled for "holiday secondary standby" shall receive one-seventh (1/7th) of the secondary standby weekly rate. Holiday secondary standby is when a third Maintenance Worker (I, II and Lead) or ~~Electrician~~ Electrical Technician (Apprentice and Lead) has been assigned standby duty on a holiday provided to full-time employees as outlined within this collective bargaining agreement (excludes floating holidays).

6.5 Education Incentive

A three hundred dollar (\$300) per month salary incentive shall be granted to Water Plant Operator grade 3s who receive and maintain a Treatment Grade III State of California Certification. A five percent (5%) salary incentive shall be granted to Water Plant Operator grade 3s who receive and maintain a Treatment Grade IV Certification. A four hundred sixty dollar (\$460) per month salary incentive shall be granted to Water Quality Analyst I/II or other employee when assigned designation of Water Treatment Plant Lab Director.

6.7 Certification Pay

The City agrees to pay an employee represented under this collective bargaining agreement special certification pay in the following amount; provided, however, an employee receive the greater of either the certification pay for a single item from the following list or the combined certification pays of multiple items from the following list provided; however, that such combined certification pays shall not exceed five percent (5%) total:

- a. Maintenance Worker I, ~~Electrician~~ Electrical Technician Apprentice and Utility Technician I/II shall receive two percent (2%) per month for possession of a California class A or California class B driver's license with air brake and tank endorsements;
- d. Maintenance Worker II and ~~Electrician~~ Electrical Technician Apprentice shall receive two percent (2%) per month for possession of a D-1 water distribution certificate or five percent (5%) per month for a California D-2 water distribution certificate;
- e. Maintenance Worker II – Facilities & Utilities and ~~Electrician~~ Electrical Technician Apprentice shall receive eight percent (8%) per month for possession of a D-3 water distribution certificate;
- f. Maintenance Worker II and ~~Electrician~~ Electrical Technician Apprentice shall receive two percent (2%) per month for possession of a California Water Environmental Association's Collection System Maintenance grade 2 certificate or five percent (5%) per month for a California Water Environmental Association's Collection System Maintenance grade 3 certificate.
- g. Equipment Mechanic, Lead Electrical Technician and ~~Electrician~~ Electrical Technician shall receive one percent (1%) per month for possession of a California D-1 water distribution certificate.

- h. Maintenance Lead Worker, Equipment Mechanic, Lead Electrical Technician and Electrical Technician shall receive two percent (2%) per month for possession of a California D-2 water distribution certificate.
- i. Maintenance Lead Worker, Equipment Mechanic, Lead Electrical Technician and Electrical Technician shall receive five percent (5%) per month for possession of a California D-3 water distribution certificate.
- j. Maintenance Lead Worker – Facilities & Utilities, Equipment Mechanic, Lead Electrical Technician and Electrical Technician shall receive eight percent (8%) per month for possession of a California D-4 water distribution certificate.
- n. Water Quality Analyst I/II shall receive ~~five percent (5%) per month when assigned designation of Water Treatment Plant Lab Director~~ two percent (2%) per month for possession of California D-1 water distribution certificate or five percent (5%) per month for possession of a California D-2 water distribution certificate.
- p. A Water Plant Operator, Grade 3, Water Instrument Maintenance Technician I/II, and Water Maintenance Mechanic I/II shall receive ~~two~~ one percent (~~2~~1%) per month for possession of California D-1 water distribution certificate and ~~five~~ two percent (~~5~~2%) per month for possession of a California D-2 water distribution certificate.
- g. The Electrical Technician and Lead Electrical Technician shall receive two percent (2%) per month for possession of Type I EPA certificate or three percent (3%) per month for possession of a Type II EPA certificate or four percent (4%) for Type III EPA certificate or five percent (5%) for a Universal EPA certificate from the Environmental Protection Agency.

Appendix A

1. The current monthly salary ranges for employees in each classification is:

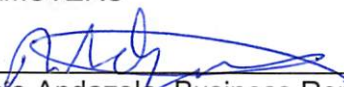
CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
<u>Electrical Technician</u>	6,011	6,312	6,628	6,959	7,307
<u>Electrical Technician</u> Apprentice	4,801	5,041	5,293	5,558	5,836
Equipment Mechanic	5,310	5,576	5,855	6,148	6,455
<u>Lead Electrical Technician</u>	<u>6,959</u>	<u>7,307</u>	<u>7,672</u>	<u>8,056</u>	<u>8,459</u>
Lead Marina Services Worker	5,558	5,836	6,128	6,434	6,756
Maintenance Assistant	3,372	3,541	3,718	3,904	4,099
Maintenance Lead Worker - Env. Services/Fac. Util.	5,558	5,836	6,128	6,434	6,756
Maintenance Worker I - Env. Services/Fac. Util.	4,148	4,355	4,573	4,802	5,042
Maintenance Worker II - Env. Services/Fac. Util.	4,801	5,041	5,293	5,558	5,836
Marina Maintenance Worker	4,801	5,041	5,293	5,558	5,836
Pest Control Specialist	6,243	6,555	6,883	7,227	7,588
Sweeper Operator	4,148	4,355	4,573	4,802	5,042

Utility Lineworker	6,011	6,312	6,628	6,959	7,307
Utility Technician	7,711	8,097	8,502	8,927	9,373
Water Instrument/Maintenance Technician I	7,040	7,392	7,762	8,150	8,558
Water Instrument/Maintenance Technician II	8,150	8,557	8,985	9,434	9,906
Water Maintenance Mechanic I	7,040	7,392	7,762	8,150	8,558
Water Maintenance Mechanic II	8,150	8,557	8,985	9,434	9,906
Water Plant Apprentice Operator	4,801	5,041	5,293	5,558	5,836
Water Plant Operator	7,071	7,425	7,796	8,186	8,595
Water Quality Analyst I	6,198	6,508	6,833	7,175	7,534
Water Quality Analyst II	7,462	7,835	8,227	8,638	9,070

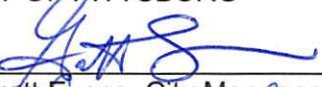
There shall be no change to any other portion of any section(s) of the existing agreement other than those identified in this Side Letter of Agreement.

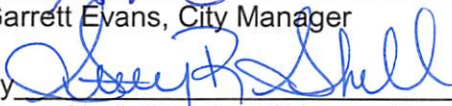
Dated: _____

TEAMSTERS

By 
Richie Andazola, Business Representative

CITY OF PITTSBURG

By 
Garrett Evans, City Manager

By 
Stacy Shell, Director of Human Resources



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept Contract 2013-19, Multimodal Transit Station Access Improvements Project as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

Contract 2013-19, Multimodal Transit Station Access Improvements Project (the “Project”) also known as the BART Multimodal Transfer Facility, was for construction of a short-term parking and drop off lot to support Pittsburg Center BART Station and a trail connecting Power Avenue to Railroad Avenue. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

FISCAL IMPACT

The Project was funded by a One Bay Area Grant (OBAG) in the amount of \$1,300,000, \$377,000 Measure J funds (Fund 204), \$380,000 Infrastructure Repair and Replacement Funds (IRRF)(Fund 310), \$1,580,000 from the Pittsburg Regional Traffic Mitigation Fund (PRTMF)(Fund 307), \$300,000 from Local Traffic Mitigation Fund (LTMF)(Fund 303), \$237,097 from the BART Improvements Reimbursement, and \$55,000 from the National Guard Improvements Reimbursement for a total Project budget of \$4,229,097.

The Project was completed on schedule and within the approved budget.

After payment of all expenditures for design, construction, release of retention and project closeout, staff estimates approximately \$15,000 will remain, and recommends any unspent funds be returned to the source fund. A Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution accepting the Contract as complete and authorizing the City Engineer to execute a Notice of Completion for the Project. Staff recommends that unspent funds be returned to source funds for use on other projects.

BACKGROUND

On July 15, 2013, the City Council adopted Resolution 13-12001, authorizing the filing of an application for a One Bay Area Grant (OBAG) for the Project, and committing to provide required matching funds for the grant.

On October 21, 2013, the City Council adopted Resolution 13-12048, allocating a \$1,300,000 OBAG grant and \$214,000 from Measure J to the Project for a total approved project budget of \$1,514,000.

On December 19, 2016, the City Council adopted Resolution 16-13279, authorizing the City Manager to award the project and allocate funds for a total project budget of \$3,937,000.

Bids for construction of the Project were opened on March 20, 2017. Bay Cities Paving and Grading was the low bidder and a construction contract in the amount of \$2,797,524.31 was executed on April 3, 2017.

On December 3, 2018, the City Council adopted Resolution 18-13574, authorizing an increase in the construction contingency within the approved Project budget from \$300,000 to \$585,000.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Eight contract change orders were issued for this project in the amount of \$456,272. The change order included \$50,000 for pathway lighting adjacent to the National Guard Armory, and \$210,950 for a BART Treasury vehicle turnout. Both BART and the National Guard reimbursed the City for the change order work. The remainder of the change orders were for work related to signs, striping, utility conflicts and upgrades to site furnishings, and for quantity adjustments.

The total anticipated expenditures for the Project including design, construction, and staff costs are \$4,214,097. After all expenditures are paid for design, construction, the release of retention and project closeout, there will be approximately \$15,000 remaining balance to the Project and any unspent funds will be returned to the source fund.

The project is complete, and contractor issued a maintenance bond effective May 28, 2019.

The project was completed on time and within the budget approved by the City Council.

ATTACHMENTS: Resolution
Budget Summary

Report Prepared By: SM Saklaen, Civil Engineer II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Accepting Contract 2013-19,)
Multimodal Transit Station Access)
Improvements Project as Complete)
and Authorizing the City Engineer to)
File a Notice of Completion)

RESOLUTION NO. 19 -

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, Contract 2013-19, Multimodal Transit Station Access Improvements Project (the "Project") also known as the BART Multimodal Transfer Facility Project was for construction of a short-term parking and drop off lot to support Pittsburgh Center BART Station and a trail connecting Power Avenue to Railroad Avenue; and

WHEREAS, on July 15, 2013, the City Council adopted Resolution 13-12001, authorizing the filing of an application for an OBAG grant to help fund the Project, and committing to provide required matching funds for the grant; and

WHEREAS, on October 21, 2013, the City Council adopted Resolution 13-12048, allocating \$1,300,000 of OBAG grant and \$214,000 of Measure J funds to the Project for an approved project budget of \$1,514,000; and

WHEREAS, on May 19, 2014, the City Council adopted Resolution 14-12132, allocating a further \$75,000 of Measure J funds to the Project for a project budget total of \$1,589,000; and

WHEREAS, on July 18, 2016, The City Council adopted Resolution 16-13199, approving the 5-Year CIP for Fiscal Years 2016/17 through 2020/21 and allocating \$200,000 of Infrastructure Repair and Replacement Funds (IRRF)(Fund 310) to the Project, for a total Project budget of \$1,789,000; and

WHEREAS, on December 19, 2016, City Council adopted Resolution 16-13279, allocating funds as follows: \$88,000 Measure J funds (Fund 204), \$180,000 Infrastructure Repair and Replacement Funds (IRRF)(Fund 310), \$300,000 Local Traffic Mitigation Fund (LTMF)(Fund 303), and \$1,580,000 from Pittsburgh Regional Transportation Development Impact Mitigation Fund (PRTDM)(Fund 307), for a revised total Project budget of \$3,937,000; and

WHEREAS, the Resolution 16-13279 also authorized the City Manager to award the project; and

WHEREAS, Bids for construction of the Project were opened on March 20, 2017. Bay Cities Paving and Grading was the low bidder and the construction contract in the amount of \$2,797,524.31 for the project was executed on April 3, 2017; and

WHEREAS, on December 3, 2018, the City Council adopted Resolution 18-13574, authorizing an increase in construction contingency from \$300,000 to \$585,000; and

WHEREAS, there were eight contract change orders issued for this project for a total of \$456,272; and

WHEREAS, the change orders included \$50,000 for pathway lighting adjacent to the National Guard Armory and \$210,950 for a BART Treasury vehicle turnout. BART and the National Guard reimbursed the City for the change order work. The remainder of the change orders were for extra work related to signs, striping, utility conflicts and upgrades to site furnishings, and for quantity adjustments; and

WHEREAS, the project is complete, and contractor issued maintenance bond effective May 28, 2019; and

WHEREAS, the total anticipated expenditures for the Project including design, construction, and staff costs are \$4,214,097. After all expenditures are paid for design, construction, the release of retention and project closeout, there will be approximately \$15,000 remaining balance to the Project and any unspent funds will be returned to the source fund; and

WHEREAS, staff requests that the City Council accept the Contract as complete and authorize the City Engineer to execute a Notice of Completion for the Project.

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

Section 1.

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

Section 2.

The Project is hereby accepted as complete.

Section 3.

The City Engineer is hereby authorized and directed to execute a Notice of Completion.

Section 4.

Funds remaining in the Project budget (approximately \$15,000) shall be returned to the source funds for use on other projects.

Section 5.

The City Clerk shall attach a certified copy of this Resolution to the executed Notice of Completion.

Section 6.

The City Engineer is directed to file said document with the Office of the Recorder of the County of Contra Costa, State of California, within ten (10) days from the date hereof.

Section 7.

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

Section 8.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Budget Summary
Contract 2013-19, BART Multimodal Transfer Facility Project
Project 2010

Project Funding

Infrastructure Fund (Fund 310)	\$380,000
Measure J (Fund 204)	\$377,000
PRTDM (Fund 307)	\$1,580,000
LTMF (Fund 303)	\$300,000
BART Improvements Reimbursement	\$237,097
National Guard Improvements Reimbursement	\$55,000
OBAG Grant (CMAQ)	\$1,300,000
Funding Total	\$4,229,097

Project Expenditures:

Design: (Code 2122)	Design Consultants	\$361,040
	Subtotal	\$361,040
Miscellaneous: (Code 1399)	Advertising	\$1,010
	Legal	\$56
	Postage	\$109
	Subtotal	\$1,175
Construction: (Code 2281)	Construction Costs	\$3,363,723
	Subtotal	\$3,363,723
Capital Equipment: (Code 3005)	Traffic Signal Equipment & Camera	\$40,110
	Subtotal	\$40,110
Staff Time: (Code 1101)	Staff Costs During Design	\$89,000
	Staff Cost During Construction Management	\$135,315
	Subtotal	\$224,315
Administrative Overhead: (Code 2372)	Overhead Costs During Design	\$92,545
	Overhead Costs During Construction Management	\$131,189
	Subtotal	\$223,734
	Expenditures Total	\$4,214,097
	Anticipated Balance Remaining	\$15,000



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept the North Parkside Drive Overcrossing Seismic Retrofit and Preventative Maintenance Project as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

The North Parkside Drive Overcrossing Seismic Retrofit and Preventative Maintenance Project (the "Project") was for the seismic retrofit and maintenance of the bridge overpass at the intersection of Range Road, North Parkside Drive, and Willow Pass Road. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

FISCAL IMPACT

The approved Project budget (Project 3382) of \$875,000 was funded with \$176,359 from City funds, \$46,100 from Proposition 1B grant, and \$652,541 from a federal grant. Due to grant guidelines, the final amount of Proposition 1B and federal grant amount will vary based on final expenditures.

The Project was completed within the approved budget.

After payment of all expenditures for design, construction, release of retention and project close out, staff estimates there will be \$40,000 remaining balance to the project and any unspent funds will be returned to the source fund. A Project Budget Summary is attached to this staff report.

RECOMMENDATION

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

BACKGROUND

The Project includes the seismic rehabilitation and maintenance of the bridge overpass at North Parkside Drive and Willow Pass Road (Bridge Number 28C-0165). The work also includes maintenance work to the bridge deck, railing posts, approach pavement, and installation of new guard rails.

On September 15, 2014, City Council adopted Resolution 14-12190 authorizing the City Manager to execute Consultant Agreement Amendment Number 1 with TRC Engineers for the final design in the amount of \$103,417, for a total Agreement amount of \$199,955, that included a retrofit strategy report and final design.

On December 22, 2017, the City received the authorization from Caltrans to proceed with construction.

On February 28, 2018, City advertised for bids on the project. The bid opening date was set as March 28, 2018. No bids were received during the bidding period.

On June 27, 2018, City advertised for bids on the project a second time. Bridgeway Civil Constructors was the lowest responsible bidder with a bid in the amount of \$466,984.

On October 1, 2018 City Council approved resolution 18-13534 accepting plans and specifications, allocating funding, authorizing a consultant agreement amendment, and awarding the Project.

On October 31, 2018 City executed a contract agreement with the lowest responsible bidder Bridgeway Civil Constructors in the amount of \$466,984.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

There were two contract change orders issued for this project in the amount of \$4,216. The change orders were for extra work and quantity adjustments.

The total anticipated expenditures for the Project including design, construction, and staff costs are \$835,000. After all expenditures are paid there will be approximately \$40,000 remaining balance to the Project and any unspent funds will be returned to the source fund.

The project is complete, and contractor issued maintenance bond effective May 31, 2019.

The project was completed within the budget approved by the City Council.

ATTACHMENTS:

Report Prepared By: Richard Abono, City Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Accepting Contract 1998-04,	)	
North Parkside Drive Overcrossing Seismic	)	
Retrofit and Preventative Maintenance Project	)	RESOLUTION NO. 19 -
as Complete Authorizing the City Engineer to	)	
<u>File a Notice of Completion</u>	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, Contract 1998-04, North Parkside Drive Overcrossing Seismic Retrofit and Preventative Maintenance Project (the "Project") was for the seismic retrofit and maintenance of the bridge overpass at the intersection of Range Road, North Parkside Drive, and Willow Pass Road; and

WHEREAS, the work of the Project also included maintenance work to the bridge deck, railing posts, approach pavement, and installation of new guard rails; and

WHEREAS, the City entered into a contract for services with TRC Engineers on September 29, 2011, for a contract amount of \$96,538, for preparation of the required Seismic Retrofit Strategy Report; and

WHEREAS, on September 15, 2014, City Council adopted Resolution 14-12190 authorizing the City Manager to execute Consultant Agreement Amendment Number 1 with TRC Engineers for the final design in the amount of \$103,417, for a total Agreement amount of \$199,955; and

WHEREAS, on December 22, 2017, the City received the authorization from Caltrans to proceed with construction, which allowed Staff to begin bidding the Project; and

WHEREAS, on February 28, 2018, City advertised for bids on the project. The bid opening date was set as March 28, 2018. No bids were received during the bidding period; and

WHEREAS, on June 27, 2018, City advertised for bids on the project a second time. Bridgeway Civil Constructors was the lowest responsible bidder with a bid in the amount of \$466,984; and

WHEREAS, on October 1, 2018 City Council approved Resolution 18-13534 accepting plans and specifications, allocating funding, authorizing a consultant agreement amendment, and awarding the Project; and

WHEREAS, on October 31, 2018 City executed a contract agreement with the lowest responsible bidder Bridgeway Civil Constructors in the amount of \$466,984; and

WHEREAS, there were two contract change orders issued for this project in the

amount of \$4,216; and

WHEREAS, the project is complete, and contractor issued maintenance bond effective May 31, 2019; and

WHEREAS, the total anticipated expenditures for the Project including design, construction, and staff costs are \$835,000. After all expenditures are paid there will be approximately \$40,000 remaining balance to the Project and any unspent funds will be returned to the source fund; and

WHEREAS, staff requests that the City Council accept the Contract as complete and authorize the City Engineer to execute a Notice of Completion for the Project.

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

Section 1.

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

Section 2.

The Project is hereby accepted as complete.

Section 3.

The City Engineer is hereby authorized and directed to execute a Notice of Completion.

Section 4.

Funds remaining in the Project budget shall be returned to the source funds.

Section 5.

The City Clerk shall attach a certified copy of this Resolution to the executed Notice of Completion.

Section 6.

The City Engineer is directed to file said document with the Office of the Recorder of the County of Contra Costa, State of California, within ten (10) days from the date hereof.

Section 7.

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

Section 8.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Budget Summary

Contract 1998-04, North Parkside Drive Overcrossing Seismic Retrofit and Preventative Maintenance Project

Project 3382

Project Funding

Community Capital Improvement	\$19,182
Federal Funds (Design)	\$202,911
Federal Funds (Construction)	\$449,630
Proposition 1B (Construction)	\$46,100
Gas Tax (Fund 203)	\$35,173
Measure J (Fund 204)	\$61,388
Capital Projects Fund (Fund 802)	\$60,616
Funding Total	\$875,000

Project Expenditures:

Design: (Code 2122)	Design Consultants	\$242,600
	Subtotal	\$242,600

Miscellaneous: (Code 1399)	Advertising	\$2,448
	Reproduction	\$570
	Subtotal	\$3,018

Construction: (Code 2281)	Construction Costs	\$475,273
	Subtotal	\$475,273

Staff Time: (Code 1101)	Staff Costs During Design	\$27,018
	Staff Cost During Construction Management	\$30,191
	Subtotal	\$57,209

Administrative Overhead: (Code 2372)	Overhead Costs During Design	\$28,779
	Overhead Costs During Construction Management	\$28,121
	Subtotal	\$56,900

Expenditures Total **\$835,000**

Anticipated Balance Remaining **\$40,000**



**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 Acknowledging that the County of Contra Costa Will Assist in the Financing of the Rental Housing Facility Known as Marina Heights Apartments

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

Marina Heights apartments is a 200 unit complex located at 2 Marina Boulevard. The apartment complex has recently been sold and the new owner would like to issue bond debt to pay for the rehabilitation. The new owner has asked the County to issue the bonds. This action requires City Council acknowledgment and support for the County to issue the bonds.

FISCAL IMPACT

Adopting the accompanying Resolution has no fiscal impact to the City's General Fund. The City will have no liability or responsibility for the issuance, administration or repayment of the Bonds, and the adoption of the Resolution does not obligate the City in any further action.

RECOMMENDATION

Staff recommends adoption of this Resolution acknowledging the County's role and effort in facilitating the financing of the Project through the issuance of the Bonds pursuant to the Act and expressing its support for the financing of the Project.

BACKGROUND

Marina Heights Apartments, LP, a California limited partnership ("Marina, LP") has requested that the County of Contra Costa consider the issuance by the County of tax-exempt revenue bonds ("Bonds") under the provisions of Chapter 7 of Part 5 of Division 31 of the Health and Safety Code ("Act") to finance costs of the acquisition and rehabilitation by Marina, LP of a 200-unit multifamily rental housing facility currently identified as Marina Heights Apartments ("Project") located at 2 Marina Boulevard. The County requests that the City acknowledge that the County will be issuing Bonds to assist in the financing of the Project and seeks confirmation that the City supports the proposed financing of the acquisition and rehabilitation of the Project using Bond proceeds.

Marina Heights Apartments, has historically provided affordable housing to the Pittsburgh community (20 very-low income units, 178 moderate-income units, and 2 managers' units). In 2004 the former Redevelopment Agency of the City of Pittsburgh (provided a loan of \$1,400,000 to the former owners, Steadfast Marina Heights LP for the rehabilitation of the Marina Heights apartments.

On or around April 2, 2019, Marina Heights apartments was sold to Foundation for Affordable Housing and the Agency's loan was repaid.

SUBCOMMITTEE FINDINGS

Acknowledging the County's role and effort in facilitating the financing of the Project through the issuance of the Bonds pursuant to the Act and expressing its support for the financing of the Project was not discussed in a subcommittee.

STAFF ANALYSIS

In a letter of intent, the new owners proposed to substantially rehabilitate Marina Heights Apartments in 2020. Planned renovations include unit interiors (i.e. kitchens, bathrooms), substantial upgrades to the existing mechanical, electrical, and plumbing systems (i.e. boilers), and general infrastructure (i.e. roofing, windows).

The City has been supportive of rehabilitation efforts that preserve the existing affordable housing in the community. The City will have no liability or responsibility for the issuance, administration or repayment of the Bonds, and the adoption of the Resolution does not obligate the City or any department thereof to take any action in connection with any planning approval, permit, or other action necessary for the acquisition, rehabilitation or operation of the Project.

ATTACHMENTS: Resolution

Report Prepared By: Maria M. Aliotti, Director of Community Services

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Acknowledging that the County of Contra	)	
Costa Will Assist in the Financing of the	)	RESOLUTION NO. 19-
Rental Housing Facility Known as Marina	)	
<u>Heights Apartments</u>	)	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, Marina Heights Apartments, LP, a California limited partnership ("Marina, LP") has requested that the County of Contra Costa consider the issuance by the County of tax-exempt revenue bonds ("Bonds") under the provisions of Chapter 7 of Part 5 of Division 31 of the Health and Safety Code ("Act") to finance costs of the acquisition and rehabilitation by Marina, LP of a 200-unit multifamily rental housing facility currently identified as Marina Heights Apartments ("Project") located at 2 Marina Boulevard in Pittsburg; and

WHEREAS, the County requests that the City of Pittsburg (the "City") acknowledge that the County will be issuing Bonds to assist in the financing of the Project, and seeks confirmation that the City supports the proposed financing of the acquisition and rehabilitation of the Project using Bond proceeds.

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

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

The City Council hereby adopts this Resolution acknowledging the County's role and effort in facilitating the financing of the Project through the issuance of the Bonds pursuant to the Act.

Section 3.

The City Council hereby expresses its support for the financing of the Project. Notwithstanding the foregoing, the City shall have no liability or responsibility whatsoever for the issuance, administration or repayment of the Bonds, and the adoption of this Resolution shall not obligate the City or any department thereof to take any action in connection with any planning approval, permit, or other action necessary for the acquisition, rehabilitation or operation of the Project.

Section 4.

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

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving an Increase in the Authorized Rate requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

Contra Costa Waste Service, Inc. operates a Recycling Center and Transfer Station (RCTS) on Loveridge Road under an Agreement between Contra Costa Waste Service (CCWS) and the City of Pittsburg. The Agreement requires that CCWS obtain City approval prior to increasing the Authorized Rate charged at the RCTS. CCWS has requested a Consumer Price Index (CPI) rate adjustment and City staff recommends approval of CPI adjustment increasing the Authorized Rate as requested.

FISCAL IMPACT

Approval of this Resolution will have no fiscal impact on the City's General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution approving the increase of the Authorized Rate requested by Contra Costa Waste Service for operation of the Recycling Center and Transfer Station, effective September 1, 2019.

BACKGROUND

CCWS (Operator), which operates the RCTS, receives and processes municipal solid waste and separates recyclable raw materials to reduce overall waste from being landfilled in accordance with the City's waste diversion requirements. The City has a Franchise Agreement with CCWS for the Operation of the RCTS, which allows for the modification of the 'Authorized Rate of Mixed Waste' charged to customers following prior review and approval by the City Council.

On July 19, 2019, the City received a letter from CCWS requesting a CPI rate adjustment at the RCTS to increase the Authorized Rate. The increase will be based on the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose (CPI) from October 2017 to October 2018.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Operator is basing the proposed rate adjustment increase on the Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose (CPI) (CPI) from October 2017 (277.570) to October 2018 (289.673) which is 4.36 percent. The Operator is requesting an increase of the current municipal solid waste tipping fee of \$105.25 per ton to \$109.75 per ton. The adjusted CPI rate increase will offset increased operational costs and services that support compliance with state mandated diversion requirements. The proposed rate is lower than the other transfer stations in the county. The Operator last requested and received a rate increase on May 23, 2018 which was a CPI adjustment request.

Staff reviewed a list provided by CCWS of rates charged at other transfer stations as well as the two (2) within Contra Costa County. As of July 19, 2019, the rates charged at these other locations in Contra Costa County are as follows:

Golden Bear Transfer Station (formerly West Contra Costa Sanitary Landfill) (Owner – Republic Services, Inc.)	\$ 131.55/ton
--	---------------

Contra Costa Transfer & Recovery Station (Owner – Republic Services, Inc.)	\$ 109.90/ton
---	---------------

Recycling Center & Transfer Station (Owner – Contra Costa Waste Service)	\$ 109.75/ton (Proposed)
---	--------------------------

In reviewing the rates charged by other transfer stations in Contra Costa County, the Operator's new rate requested is comparable to rates charged by other operators. Staff concurs with the documentation provided by the Operator and recommends the City Council approve the request authorizing a CPI rate adjustment at the RCTS increasing the Authorized Rate to \$109.75 per ton.

ATTACHMENTS: Rate Adjustment Request Letter
 Resolution

Report Prepared By: Laura Wright, Environmental Affairs Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Approving an Increase of the Authorized)
Rate Requested by Contra Costa Waste)
Service for the Operation of the Recycling)
Center and Transfer Station)

RESOLUTION NO. 19-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg has a Franchise Agreement with Contra Costa Waste Service, Inc. (Operator) to Operate a Recycling Center and Transfer Station (RCTS) on Loveridge Road; and

WHEREAS, the Operator has requested a rate increase due to rising operating costs. The Consumer Price Index for All Urban Consumers, San Francisco-Oakland-San Jose (CPI) from October 2017 to October 2018 has increased by 4.36 percent; and

WHEREAS, the rate increase at the RCTS will be increased from \$105.25 per ton to \$109.75 per ton; and

WHEREAS, the two other public transfer stations located in Contra Costa County charge \$131.55 per ton (Golden Bear Transfer Station, Richmond) and \$109.90 per ton (Contra Costa Transfer and Recovery Station, Martinez) as of July 2019; and

WHEREAS, the Operator has not requested a rate adjustment to increase the Authorized Rate since May 23, 2018; and

WHEREAS, the City Council has the authority to review and approve an increase to the Authorized Rate per the Franchise Agreement; and

WHEREAS; City staff has reviewed the rate increase request per the terms of the Franchise Agreement and recommends authorizing the increase of the Authorized Rate.

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

Section 1. Findings

The recitals set forth are true and correct statements.

Section 2. Authorization

The City Council of the City of Pittsburg has reviewed and approves an increase of the Authorized Rate to \$109.75 per ton at the Recycling Center and Transfer Station per the, "Agreement For The Operation of a Transfer Station between Contra Costa Waste Service, Inc. and the City of Pittsburg".

Section 3. Effective Date

Adoption of this Resolution approving the rate increase shall take effect on September 1, 2019.

PASSED AND ADOPTED by the City Council of the City of Pittsburg, at a regular meeting on the 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



Contra Costa Waste Service

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July 19, 2019

Mr. Garrett Evans, City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

VIA EMAIL

RE: Request of a CPI rate adjustment at the Recycling Center & Transfer Station

Dear Mr. Evans,

Contra Costa Waste Service (CCWS) respectfully requests consideration of a CPI rate adjustment to our current tip fee at the Recycling Center & Transfer Station (RCTS) in the amount of 4.36%. This request would result in our tip fee adjusting to \$109.75 from \$105.25 per ton from the previous year.

This proposed rate adjustment has been determined using the San Francisco, Oakland, and Hayward CPI-U Index from October 2017 to October 2018. The derived dollar amounts were then rounded to the nearest quarter to facilitate change calculations. Applying the aforementioned methodology would result in the newly proposed adjusted rates as shown in Attachment A.

For your convenience, we have also included a list of rates for other Bay Area transfer stations as shown in Attachment B. Please let our team know if any additional information is needed in order for you and your staff to process this request. We look forward to having this matter considered by the City Council at their August 19th meeting.

Sincerely,

Patrick Dolim
Chief Financial Officer

Enclosures: Attachment A: Proposed Rates
Attachment B: Comparative Transfer Station Rates

CC: Laura Wright – Environmental Affairs Manager, City of Pittsburg
Ronald J. Proto – CEO, Contra Costa Waste Service

1300 Loveridge Road, Pittsburg, CA, 94565 • (925) 473-0180 • www.ContraCostaWaste.com



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Attachment A: Proposed Rates (Effective as of September 19th, 2019)

Recycling Center & Transfer Station 1300 Loveridge Road, Pittsburg California 94565

2019 Proposed

Standard Rates

	Rates	
Minimum Charge	\$33.25	Min
Cubic Yard Charge	\$29.50	Per Yard
Bulk & Compacted Loads	\$109.75	Per Ton

Appliances and Misc.

Refrigerators, A.C. Units	\$57.75	Each
Washers & Stoves	\$57.75	Each
All Other Appliances	\$42.50	Each
Small Size Propane Tanks (5 Gallon)	\$10.50	Each
Medium Size Propane Tanks (6-10 Gallon)	\$17.25	Each
Large Size Propane Tanks (< 10 Gallon)	\$42.50	Each
Mattress or Box Spring - Twin Size	\$24.75	Each
Larger Than Twin Size	\$36.75	Each

Construction & Demolition (C&D) Material

Minimum Charge	\$33.00	Min
Cubic Yard Charge	\$29.50	Per Yard
Bulk & Compacted Loads	\$109.75	Per Ton

Wood/Green

Clean Wood Minimum Charge	\$33.25	Min
Clean Wood Loads	\$103.50	Per Ton
Clean Green Minimum Charge	\$33.25	Min
Clean Green Loads	\$103.50	Per Ton
Wood Stumps Larger Than 24 Inches	\$109.75	Per Ton

Electronic Waste

Cell Phones	\$6.75	Each
VCR's Printers Small Items	\$10.50	Each
Medium e-waste	\$17.75	Each
Microwaves	\$24.75	Each
T.V.'s & C.R.T.'s	\$42.50	Each
Copy Machines Large Items Special Handling	\$132.00	& Up

Tires

Wheel Attachments	\$5.50	Each
Cars	\$10.50	Each
Cars with Rims attached	\$13.50	Each
Trucks	\$24.75	Each
Trucks with Rims attached	\$27.75	Each
Tractor	\$68.25	Each
Tractors with Rims attached	\$71.25	Each
Motorcycle Tires	\$76.00	Each



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Attachment B: Comparative Transfer Station Rates SF Bay Area (as of July 19, 2019)

Solid Waste Facility	Location	Rate Per Ton	Operator	Per Yard	Minimum Fee
Contra Costa Transfer and Recovery	Martinez	\$109.90	Republic Services	\$32.00	\$30.50
Recycling Center & Transfer Station (Proposed)	Pittsburg	\$ 109.75	Mt. Diablo Resource Recovery Park	\$ 29.50	\$ 33.25
Fremont Transfer Station	Fremont	\$102.61	BLT	N/A	\$48.00
Shoreway Environmental Center	San Carlos	\$98.00	Rethink Waste	\$42.00	\$41.00
Central Disposal Site & Transfer Station	Petaluma	\$117.50	Republic Services	N/A	\$15.00
Pleasanton Transfer Station	Pleasanton	\$139.61	Pleasanton Garbage Service	\$27.92	\$27.92
Golden Bear	Richmond	\$131.55	Republic Services	\$34.65	\$34.65
Davis St Transfer Station	San Leandro	\$127.50	Waste Management	\$32.25	\$32.25
Berkeley Transfer Station	Berkeley	\$126.00	City of Berkeley	\$29.00	\$29.00
Recology San Francisco	San Francisco	\$181.20	Recology	\$45.00	\$45.00





**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 City Council Resolution to Accept the Plans and Specifications and Authorize Award of Contract 2019-16, Railroad Avenue Striping Project

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

Contract 2019-16, Railroad Avenue Striping Project (the “Project”) is for partial removal and replacement striping on Railroad Avenue from Civic Avenue to East 10th Street. Adoption of this resolution will accept plans and specifications for the Project and authorize the City Manager to award a contract up to the amount of \$150,000 for construction of the Project.

FISCAL IMPACT

The Project is to be funded with re-allocation of unexpended funds from projects that have been completed or that fund the City’s overall effort for road striping and signs. Specifically, \$32,912 in the 2017/18 Traffic Calming Project (Project 2210), \$50,214 in 2018/19 Traffic Calming Project (Project 2016), \$49,000 in 2018/19 Citywide Striping and Signing Project (Project 2219) and \$39,874 of unexpended funds from 2018/19 Citywide Pavement Management (Project 2217). Based on the engineer’s estimate, staff estimates the funds available are sufficient to award a construction contract in an amount up to \$150,000 and establish a total Project budget of \$172,000.

A Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution accepting the plans and special provisions for the Project and authorizing the City Manager to execute a contract for construction of the Project in an amount up to \$150,000 to the lowest responsive responsible bidder.

City Council adopt the attached Resolution establishing a construction contingency of a maximum of 10% of the contract amount. Staff further recommends that 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

On June 19, 2017, the City Council adopted Resolution 17-13337, adopting the City's Operating Budget for Fiscal Year 2017-18 and allocating \$100,000 Gas Tax to the 2017/18 Traffic Calming Project.

On June 18, 2018, the City Council adopted Resolution 18-13499, adopting the City's Operating Budget for Fiscal Year 2018-19 and allocating \$100,000 from Measure J funds to the 2018/19 Traffic Calming Project, \$400,000 from Gas Tax to the 2018/19 Citywide Pavement Management Project and \$50,000 from Road Maintenance and Rehabilitation (RMRA) to 2018/19 Citywide Striping and Signage Project.

On May 6, 2019, the City Council adopted Resolution 19-13624, allocating funds and accepting an OBAG 2 Grant for the design and construction of Contract 2018-03, BART Pedestrian and Bicycle Connectivity Project for multiuse Class I bikeways and Class IV buffered bikeways on Railroad Avenue from East 17th Street to West Leland Road.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City recently contracted for pavement maintenance work on Railroad Avenue from East 17th Street to East 10th Street. Before the contractor replaced the striping, staff recommended revising the lane markings to be consistent with the BART Pedestrian and Bicycle Connectivity Project, which will be constructed within the next year or two. This will save the expense of removing the prior markings so soon after their application.

The Project includes striping for buffered bicycle lanes on Railroad Avenue from Civic Avenue to East 10th Street, in a design consistent with the draft Pittsburg Moves Active Transportation Plan that will be considered by the City Council later this year. The Citywide Traffic Calming, Pavement Management, Striping and Signage projects are appropriate funding sources for the Project.

Staff is requesting the City Manager be authorized to award a construction contract up to \$150,000 to the lowest responsive responsible bidder. This will expedite the construction schedule, allowing the work on Railroad Avenue to be completed sooner.

Staff will review the bids received and compare the proposed contract amount to the available budget. If sufficient funds are not available to award a contract within the limit requested in the attached Resolution, staff will return to City Council to request additional funding and award authorization.

The Project to restripe Railroad Avenue is Categorically Exempt from the CEQA review process per Class 1, Section 15301 "Existing Facilities" of the CEQA Guidelines.

ATTACHMENTS: Project Budget Summary
2019-16 Pre-Authorize Resolution

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution to Accept the Plans and	)	
Specifications and Authorize Award of	)	RESOLUTION NO. 19-
Contract 2019-16, Railroad Avenue	)	
<u>Striping Project</u>	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, Contract 2019-16, Railroad Avenue Striping Project (the "Project") includes partial removal and replacement striping on Railroad Avenue from Civic Avenue to East 10th Street; and

WHEREAS, on June 19, 2017, the City Council adopted Resolution 17-13337, adopting the City's Operating Budget for Fiscal Year 2017-18 and allocating \$100,000 Gas Tax to the 2017-18 Traffic Calming Project; and

WHEREAS, on June 18, 2018, the City Council adopted Resolution 18-13499, adopting the City's Operating Budget for Fiscal Year 2018-19 and allocating \$100,000 Measure J to the 2018-19 Traffic Calming Project, \$400,000 Gas Tax to the 2018-19 Citywide Pavement Management Project and \$50,000 Road Maintenance and Rehabilitation (RMRA) to 2018-19 Citywide Striping and Signage Project; and

WHEREAS, the City recently contracted for pavement maintenance work on Railroad Avenue from East 17th Street to East 10th Street, and replacement striping is needed; and

WHEREAS, the Project includes buffered bicycle lanes on Railroad Avenue from Civic Avenue to East 10th Street, consistent with the draft Pittsburgh Moves Active Transportation Plan to be considered by the City Council later this year; and

WHEREAS, the Project is Categorically Exempt from the CEQA review process per Class 1, Section 15301 "Existing Facilities" of the CEQA Guidelines; and

WHEREAS, staff requests that the City Council adopt a resolution accepting plans and special provisions for the Project and authorizing the City Manager to execute a contract for construction of the Project in an amount up to \$150,000 and establish a total Project budget of \$172,000; and

WHEREAS, staff is requesting the City Council adopt the resolution establishing a construction contingency of a maximum of 15% of the contract amount. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency amount 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, the City Council finds and determines as follows:

Section 1.

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

Section 2.

The plans and specifications for the Project are hereby accepted.

Section 3.

The City Council hereby authorizes the City Manager to execute a construction contract for the Project to the lowest responsive responsible bidder for an amount up to \$150,000, and approves a total Project budget of \$172,000.

Section 4.

The City Council hereby authorizes establishment of a construction contingency of a maximum of 15% of the contract amount. Staff further recommends that 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.

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Contract 2019-16, Railroad Avenue Striping Project
Project Budget Summary

Project Funding:	2017/18 Traffic Calming (Project 2210)	\$32,912
	2018/19 Traffic Calming (Project 2016)	\$50,214
	2018/19 Citywide Striping and Signing (Project 2219)	\$49,000
	2018/19 Citywide Pavement Management (Project 2217)	\$39,874
	Funding Total	\$172,000

Project Expenditures:

Miscellaneous:	Advertising	\$650
(Code 1399)	Reproduction	\$250
	Postage	\$100
	Subtotal	\$1,000
Construction:	Estimated Construction	\$150,000
(Code 2281)	Construction Contingency (10%)	\$15,000
	Subtotal	\$165,000
Staff Time:	Estimated Staff Time To Completion	\$3,000
(Code 1101)	Subtotal	\$3,000
Administration:	Estimated Administrative Overhead To Completion	\$3,000
(Code 2372)	Subtotal	\$3,000
	Expenditures Total	\$172,000



**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 Appointing the Assistant City Manager as Title VI Coordinator and Directing Staff to Develop a Title VI Program for the City

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

As part of the Civil Rights Act of 1964, Title VI prohibits discrimination based on protected status, such as race, color and national origin in programs and activities receiving federal financial assistance. This resolution would appoint the Assistant City Manager as Title VI Coordinator to further the City's goal of ensuring non-discrimination.

FISCAL IMPACT

Minor impact. Costs associated with implementing the Title VI Program are minimal and include staff time and outreach/printing costs.

RECOMMENDATION

City Council adopt the attached resolution to appoint the Assistant City Manager as the Title VI Coordinator for the City and directing staff to develop a program recognizing the importance of the Civil Rights Act of 1964, Title VI prohibiting discrimination.

BACKGROUND

Title VI was enacted as part of the Civil Rights Act of 1964 and prohibits discrimination on the basis of protected status, such as race, color and national origin in programs and activities receiving federal financial assistance. Subsequent federal Executive Orders and regulations consistent with Title VI provided further requirements and guidance to ensure that programs and services are equally available to all individuals.

The City is committed to preventing discrimination based on any protected status in its programs, services, and activities.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City receives federal funds from grants that support various programs and projects that benefit the public. A requirement of agencies that accept these funds is the development and implementation of a program to uphold Title VI of the Civil Rights Act.

The City's efforts in this area involve multiple departments and all levels of the organization. For this reason, staff recommends the Assistant City Manager function as the Title VI Coordinator.

At the Coordinator's direction, staff will develop a Title VI Program for City Council consideration at a subsequent meeting. The Coordinator will oversee the program's implementation, assurances, complaint procedures and ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any of the City's projects.

ATTACHMENTS: Resolution

Report Prepared By: Fritz McKinley, Assistant City Manager/Director of Public Works

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution to Appoint the Assistant City)
Manager as the Title VI Coordinator and)
Directing Staff to Develop the Title VI)
Program for the City)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburgh is committed to ensuring the fundamental principals of equal opportunity are upheld in all decisions involving employees, contractors, and consultants and to ensuring residents are afforded access to all programs and services provided by the City; and

WHEREAS, Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall be excluded from participation in, be denied benefits of, or otherwise subjected to discrimination for programs for which the City receives any measure of federal financial assistance, on the grounds of race, color or national origin.

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

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The City Council hereby appoints the Assistant City Manager as the Title VI Coordinator.

Section 3. The City Council hereby directs staff to develop a Title VI Program.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

Section 5. 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 19th day of August 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, 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: Receive and File the Treasurer's Report for the Quarter Ending June 30, 2019

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending June 30, 2019. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

FISCAL IMPACT

Investment income for the quarter ending June 30, 2019 was \$562,615 and investment earnings for FY 2018-19 was \$1,630,267. Market value adjustment as required by Governmental Accounting Standards Board Statement Number 31 for the quarter ending June 30, 2019 was \$548,096 and market value adjustment for FY 2018-19 was \$1,454,714.

The City's and Agency's expenditure requirements for the next six months are covered by anticipated revenues from operations and maturing investments.

RECOMMENDATION

City Council accepts the Treasurer's Report for the quarter ending June 30, 2019 for information purposes only.

BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City's objectives in order of priority, are to provide safety, ensure the preservation of capital, provide sufficient liquidity for cash needs and earn a competitive rate of return (yield) within the confines of the California Government Code and the Investment Policy. Chandler Asset Management is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The City and the Agency's investment portfolio market value increased by \$26.3 million during the fourth quarter of FY 2018-19. This change was due to 1) receiving \$15.0 million Successor Agency debt service prefunding; and 2) \$11.3 million in various taxes and fees, property, sales/use tax, franchise fees and loan payoff.

Total City and Successor Agency Investments

DESCRIPTION	Market Value 03/31/19	Market Value 06/30/19	Variance
<u>CASH & INVESTMENTS:</u>			
City Managed	\$ 44,392,287	\$ 83,892,422	¹ \$ 39,500,135
Advisor Managed	81,173,942	68,001,564	¹ \$ (13,172,378)
TOTAL	\$ 125,566,229	\$ 151,893,986	\$ 26,327,757

¹ The Department of Finance didn't approve the contract between the Successor Agency and our investment advisor, Chandler Asset Management to invest Successor Agency Bond Reserves. Therefore, the Successor Agency Bond Reserve funds of \$14,018,571 are now included in the City Managed funds.

The advisor-managed funds comprise of operating funds managed in two separate accounts (Liquidity Portfolio and Core Portfolio), as well as a number of Non-Successor Agency bond-related funds. The City's advisor works to achieve the City's objectives by investing in high quality fixed income securities consistent with the City's investment policy and California Government Code.

The Liquidity Portfolio is designed to provide funds for the City to meet day-to-day cash needs. Its return objective is to enhance interest income as measured by yield to maturity. Yield to maturity reflects the interest income the portfolio is expected to receive for the next twelve months assuming the portfolio experiences no changes in its current asset holdings. As of quarter-end, the average yield to maturity of the Liquidity Portfolio was 2.44%.

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses. The portfolio's total return for the quarter was 1.40%, comparing to the City performance benchmark of 1.43%, the Intercontinental Exchange Bank of America/Merrill Lynch (ICE BAML) 1-3 Year U.S. Treasury/Agency Index. Since inception (7/31/2018), the portfolio's total return through quarter end is 4.14%, outperforming the benchmark return of 3.96% for the same period.

Governmental Accounting Standards Board Statement 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF), and from the City's registered investment advisor and bond trustees for longer-term investments. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

Attached is the Chandler Asset Management (CAM) Investment Report detailing an economic update, account profile and investment activity for the quarter ending June 30, 2019.

Attachments:

Letter from City Treasurer

Investment Report by Chandler Asset Management

Report Prepared By: Priscilla Wong-O'Rourke - Accountant

Report Reviewed By: Laura Mendez, Finance Manager - Reporting

Brad Farmer, Director of Finance



**City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565**

August 19, 2019

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending June 30, 2019 and find that it complies with the Investment Policy established by my office.

Sincerely,

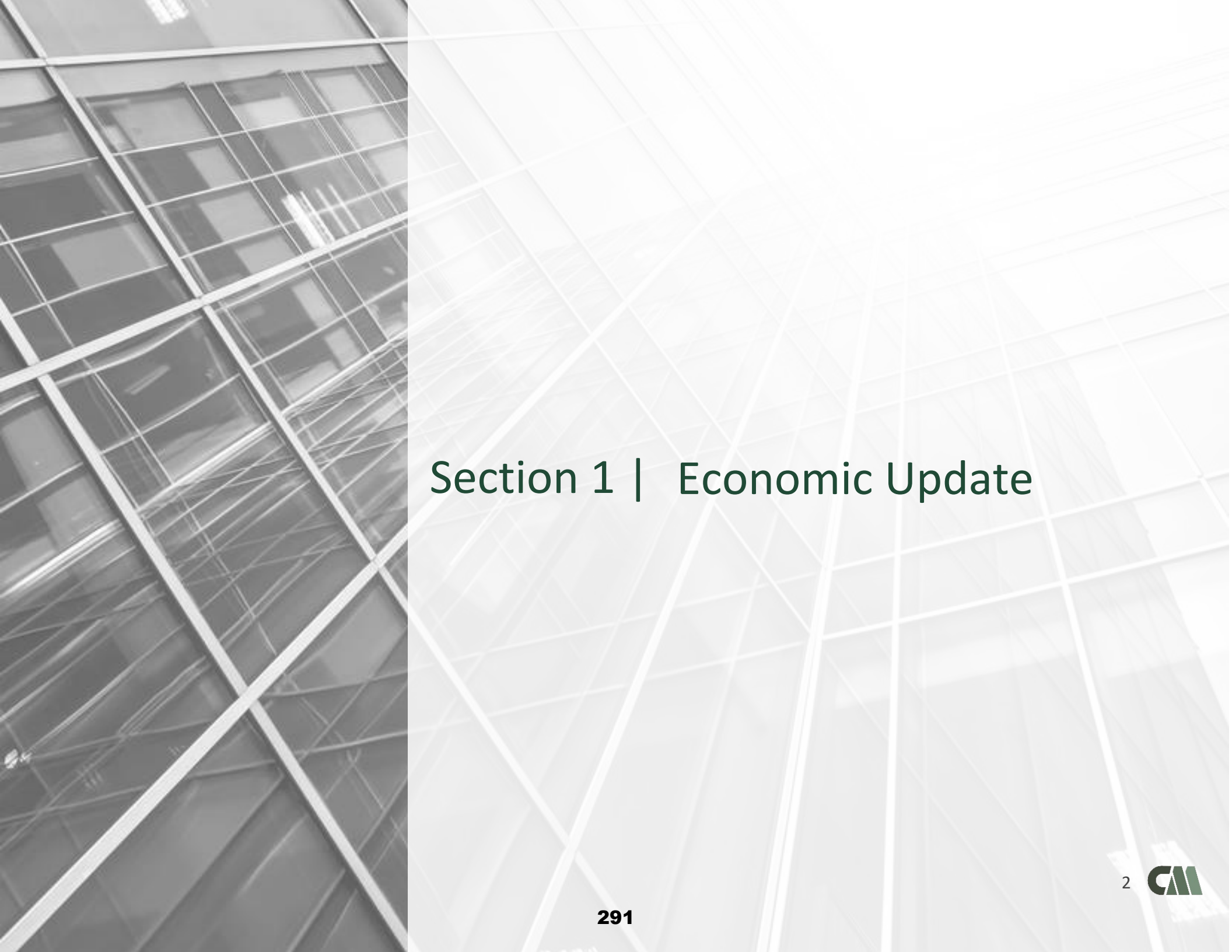
Nancy Parent
City Treasurer

City of Pittsburg

Period Ending June 30, 2019

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

SECTION 1	Economic Update
SECTION 2	Account Profile
SECTION 3	Consolidated Information
SECTION 4	Portfolio Holdings
SECTION 5	Transactions



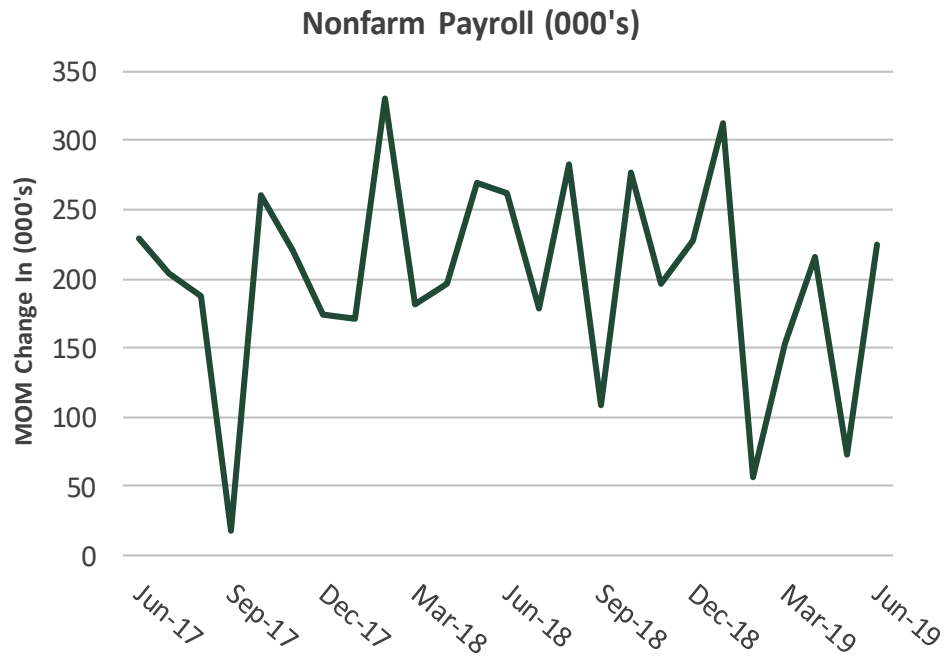
Section 1 | Economic Update

Economic Update

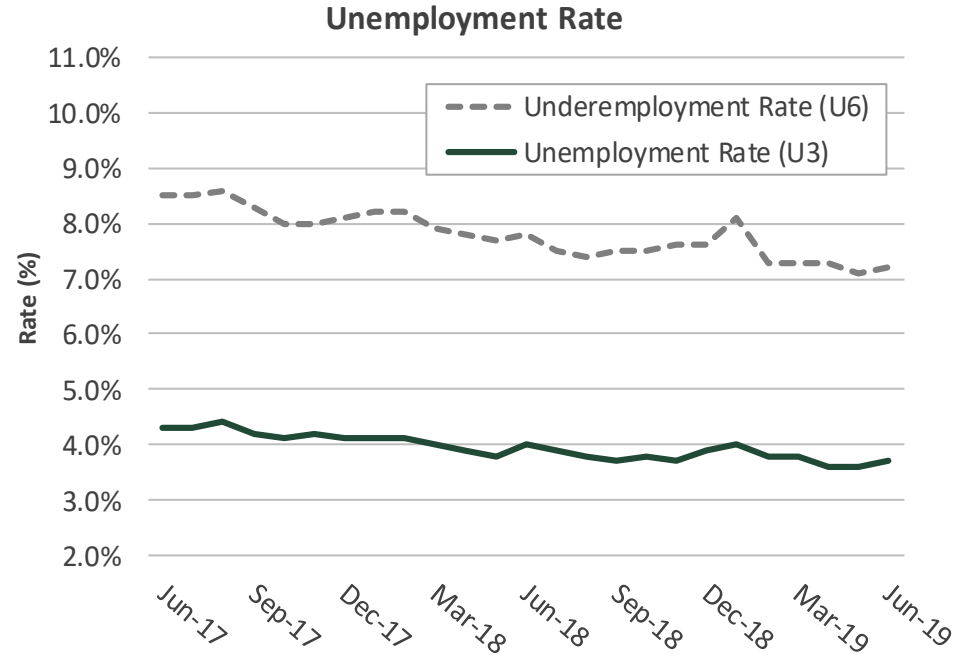
- In our view, US domestic economic data remains consistent with a slow growth environment; the US labor market is strong, wages are growing modestly, and inflation remains contained. However, headwinds to the economy have increased. Ongoing global trade disputes, slowing global economic growth, an uncertain outlook for Brexit, and geopolitical tensions have made the outlook uncertain. The trajectory of economic growth is likely to hinge on the outcome of ongoing trade negotiations as well as policy action by the major global central banks. We believe there is a high level of political pressure to make progress toward a trade agreement with China before the election cycle heats up this fall. We also believe a dovish collective stance by major global central banks should help to combat the headwinds to global economic growth.
- The Federal Open Market Committee (FOMC) kept the target fed funds rate unchanged in June at a range of 2.25%-2.50%. In the policy statement, the Fed noted that market-based measures of inflation have declined and uncertainties about the economic outlook have increased. With regard to future policy adjustments, the Fed removed the word “patient” from the policy statement, and indicated they are prepared to act as appropriate to incoming data in order to sustain the economic expansion. The Fed did not make any changes to their balance sheet normalization program, and the runoff remains on track to end in September. There was one dissenting vote amongst the FOMC members, James Bullard, who was in favor of lowering the fed funds rate by 25 basis points.
- Treasury yields declined further in June. At month-end, the 3-month T-bill yield was down 25 basis points to 2.09%, the 2-year Treasury yield was down 17 basis point to 1.76%, and the 10-year Treasury yield was down 12 basis points to 2.01%. An inversion of the yield curve in which the 10-year Treasury yield is lower than the 3-month T-bill yield is generally viewed as a powerful predictive signal of an upcoming recession. Although our 6-month forecast does not call for a recession, we believe downside risks to the economy are building. Notably, sovereign 10-year bond yields around the world were under pressure in June and the yields on both the 10-year German Bund and 10-year Japanese Government Bond remained negative at month-end.

Source: Bloomberg

Employment



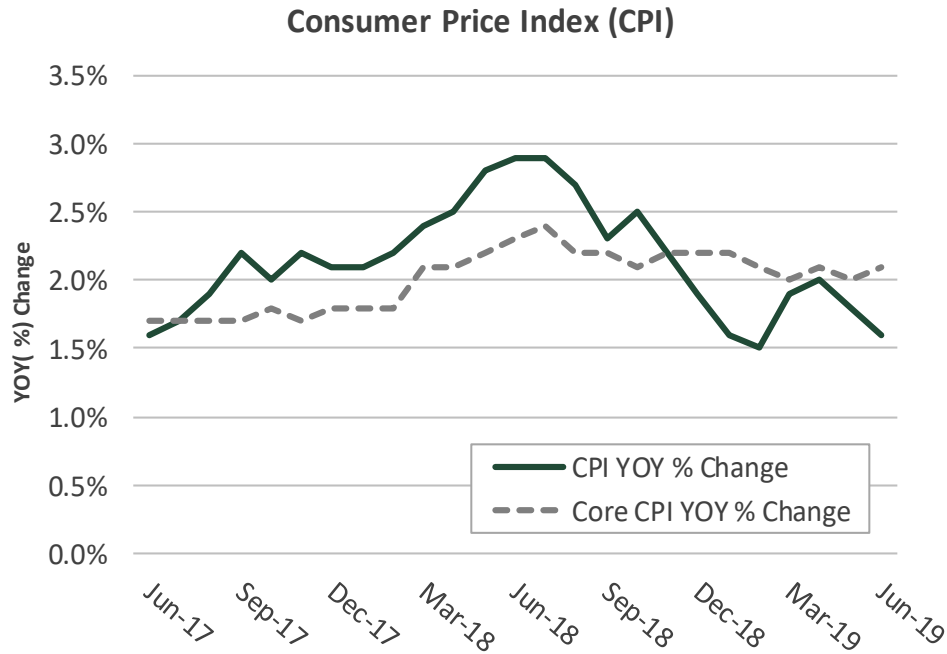
Source: US Department of Labor



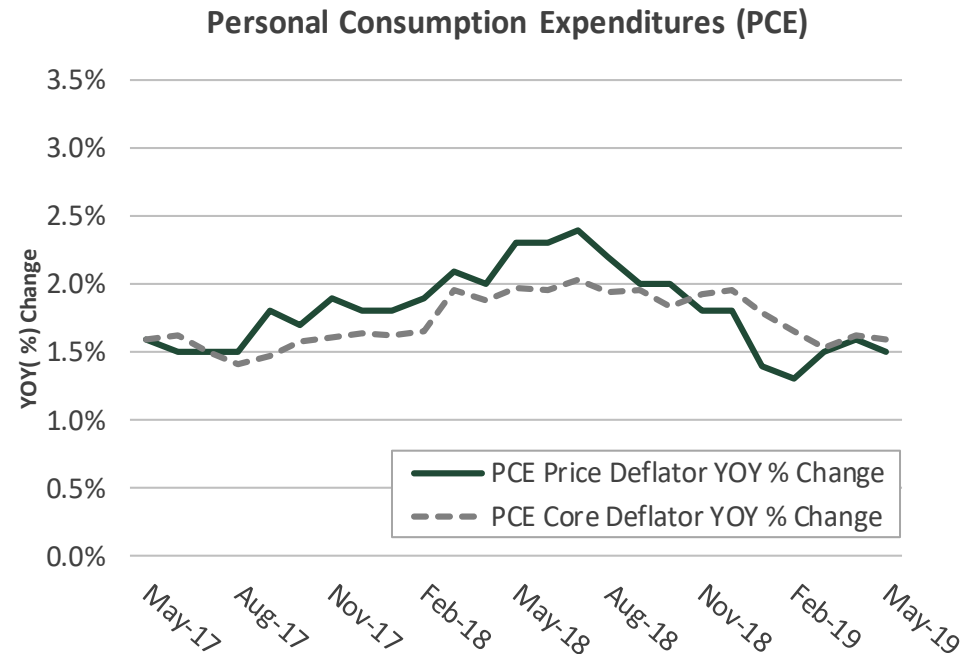
Source: US Department of Labor

U.S. nonfarm payrolls rose by 224,000 in June, well above the consensus forecast of 165,000. April and May payrolls were revised down by a total of just 11,000. On a trailing 3-month basis payrolls increased an average of 171,000, more than enough to absorb new entrants into the labor market. The unemployment rate ticked up to 3.7% in June from 3.6% in May as the participation rate also increased to 62.9% from 62.8%. A broader measure of unemployment called the U-6, which includes those who are marginally attached to the labor force and employed part time for economic reasons, also edged up to 7.2% in June from 7.1% in May. Wages rose 0.2% in June (slightly below expectations), following and upwardly revised 0.3% increase in May. On a year-over-year basis, wages were up 3.1% in June, versus up 3.2% in May.

Inflation



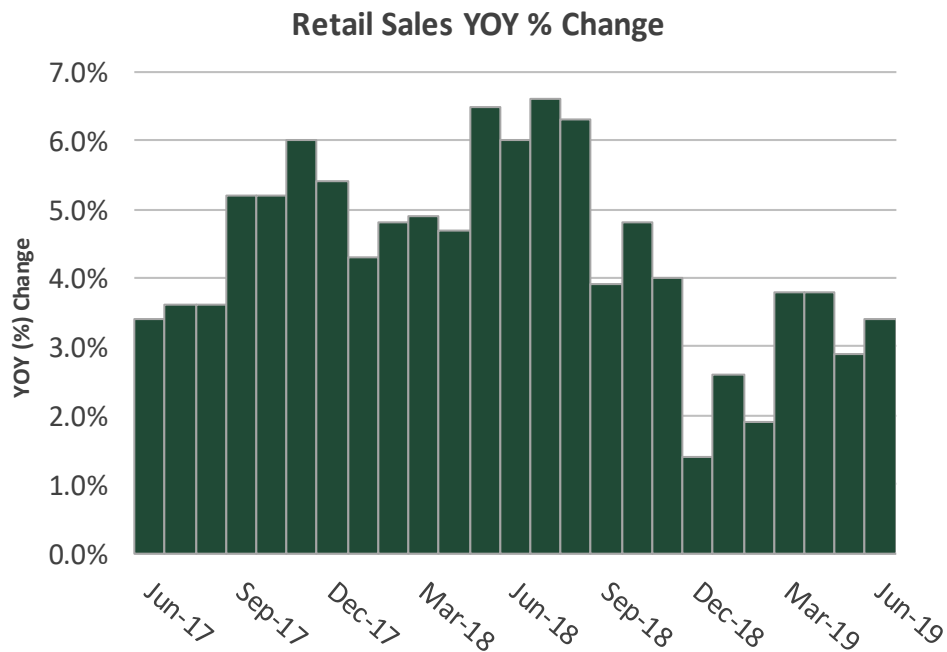
Source: US Department of Labor



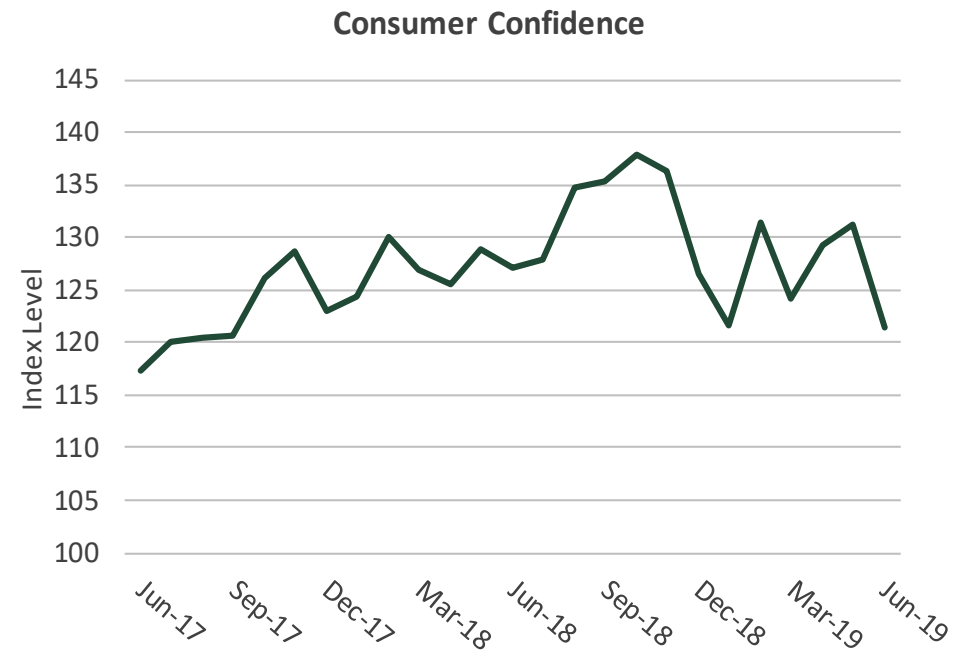
Source: US Department of Commerce

The Consumer Price Index (CPI) was up just 1.6% year-over-year in June, versus up 1.8% year-over-year in May. Core CPI (CPI less food and energy) was up 2.1% year-over-year in June, versus up 2.0% year-over-year in May. The Personal Consumption Expenditures (PCE) index was up 1.5% year-over-year in May, versus up 1.6% year-over-year in April. Core PCE, which is the Fed's primary inflation gauge, was up 1.6% year-over-year in May, unchanged from April, remaining below the Fed's 2.0% inflation target.

Consumer



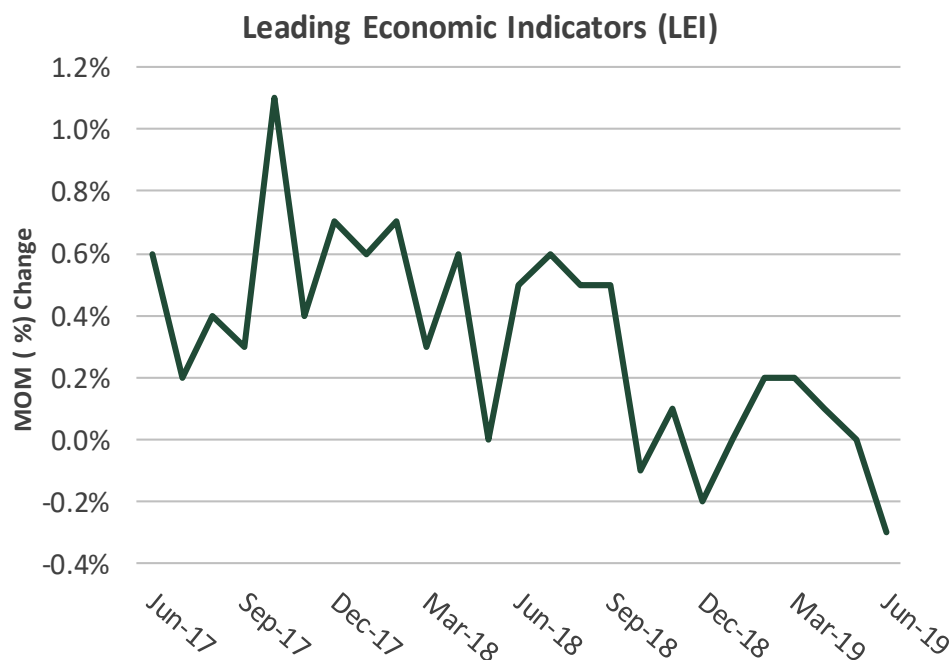
Source: US Department of Commerce



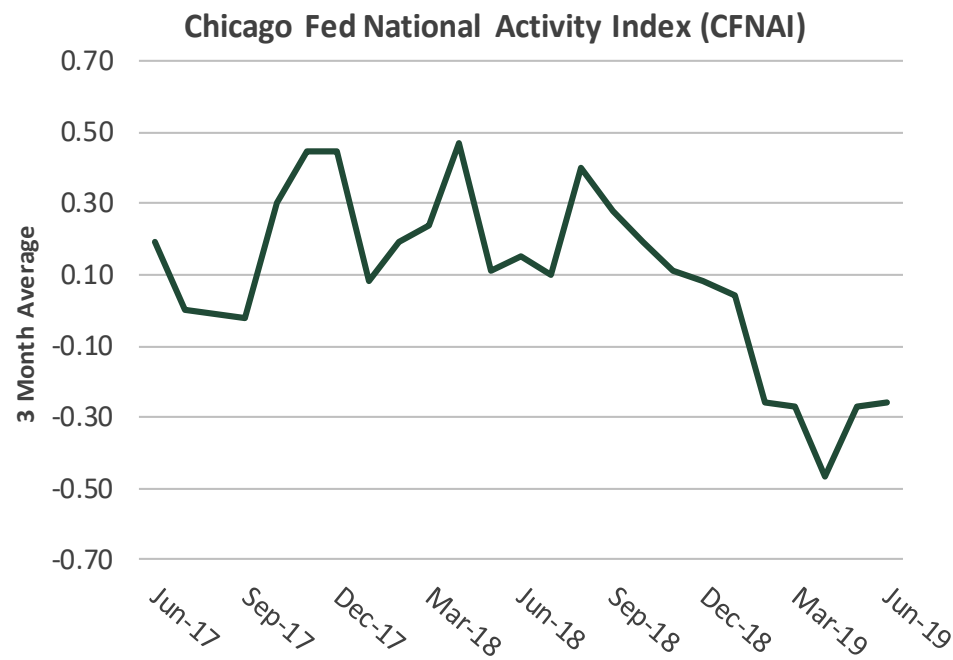
Source: The Conference Board

Retail sales in June were stronger than expected, up 0.4% in the month versus expectations of 0.1%, following an increase of 0.4% in May. Excluding autos and gas, retail sales were even stronger in June, up 0.7% (outpacing expectations of 0.4%). On a year-over-year basis, total retail sales were up 3.4% year-over-year in June, versus 2.9% year-over-year in May. The Consumer Confidence Index declined to 121.5 in June from 131.3 in May, falling below expectations, largely driven by concerns regarding the escalation in trade and tariff tensions. Despite the sharp decline in confidence in June, the index remains strong relative to longer-term historical levels.

Economic Activity



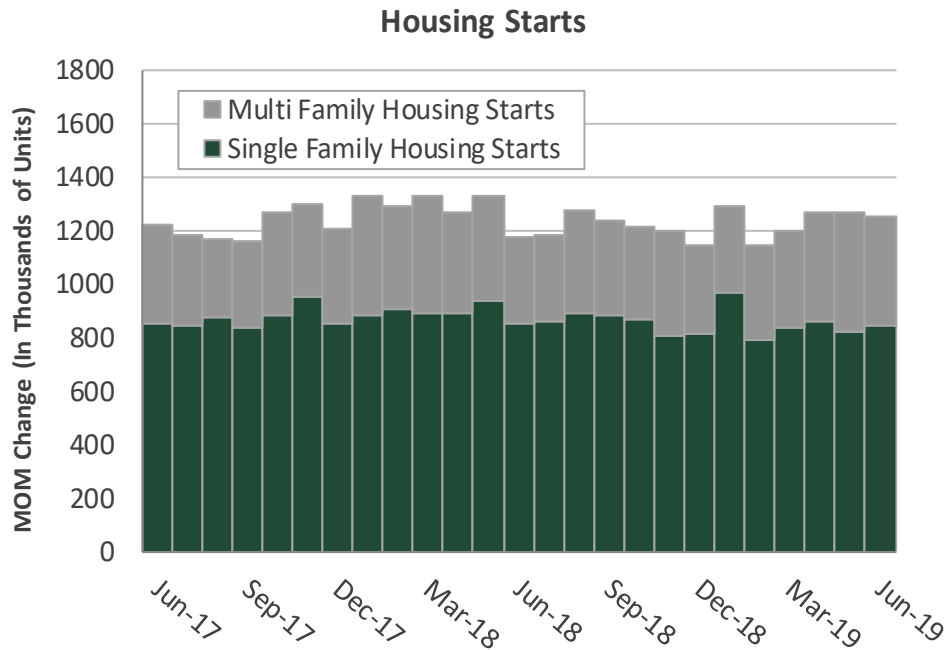
Source: The Conference Board



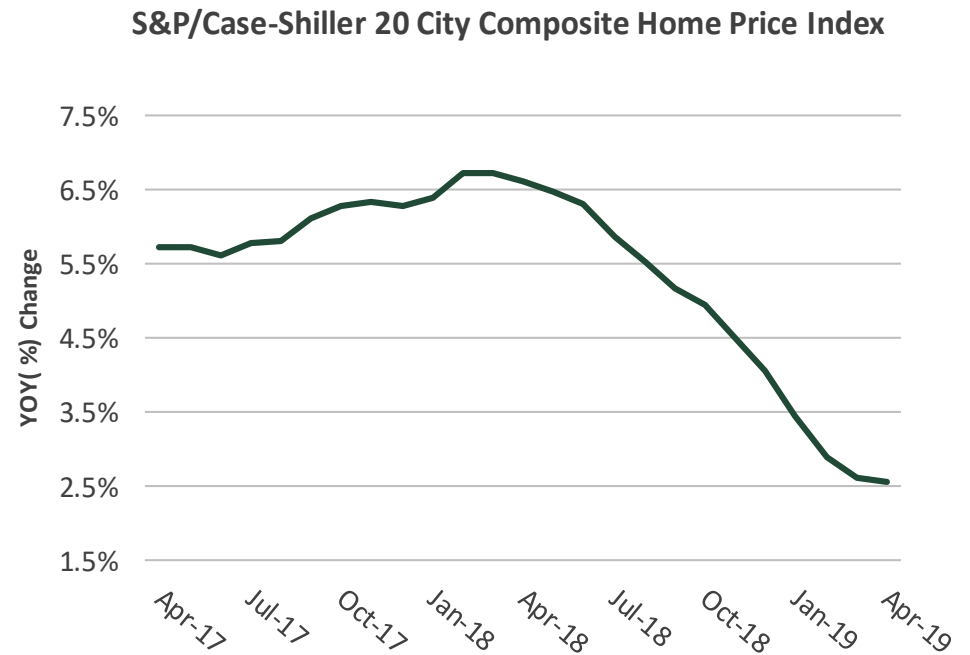
Source: Federal Reserve Bank of Chicago

The Leading Economic Index (LEI) declined 0.3% in June, on a month-over-month basis, following a 0.1% increase in May. It was the first monthly contraction since December 2018. On a year-over-year basis, the index was up just 1.6% in June (the slowest pace since December 2016) versus up 2.5% in May. The Conference Board believes that economic growth will remain slow in the second half of the year. The Chicago Fed National Activity Index (CFNAI) remained negative in June at -0.02 versus -0.03 in May. On a 3-month moving average basis, the index was little changed at -0.26 in June versus -0.27 in May. The CFNAI suggests that the economy is slowing but is not indicative of a recession. Negative values are generally consistent with below-average growth. Periods of economic contraction have historically been associated with values below -0.70 on a 3-month moving average basis.

Housing



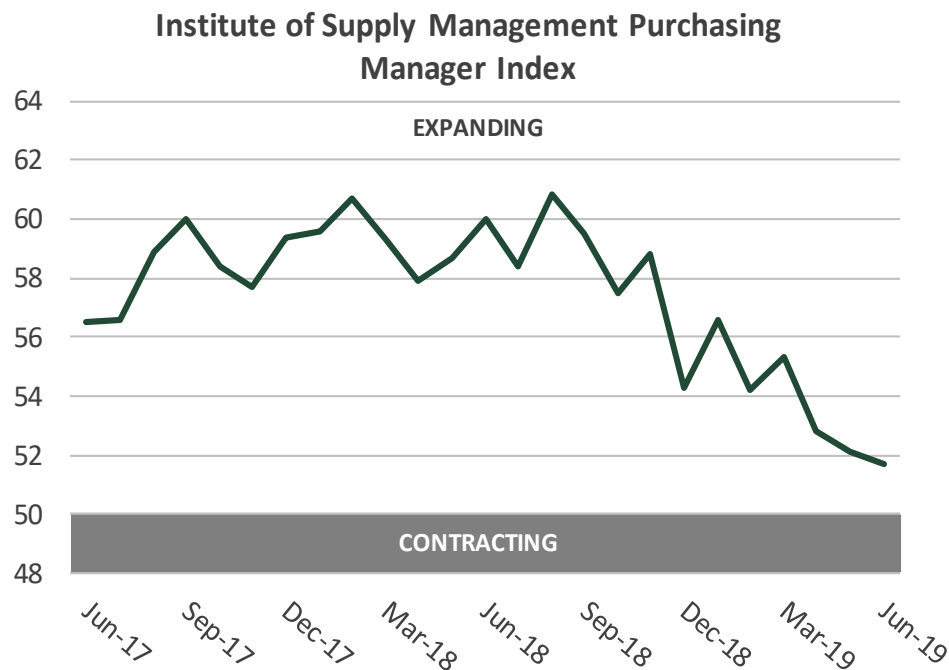
Source: US Department of Commerce



Source: S&P

Housing starts were nearly in line with expectations in June, down 0.9% to a 1.253 million annualized rate. Multi-family starts fell 9.2% to an annualized rate of 406,000, while single-family starts rose 3.5% to an annualized rate of 847,000. Total housing starts were up 6.2% year-over-year in June, driven by growth in multi-family starts. According to the Case-Shiller 20-City home price index, home prices were up just 2.5% year-over-year in April, versus up 2.6% in March. The year-over-year pace of growth is at a 7-year low.

Manufacturing



Source: Institute for Supply Management



Source: Federal Reserve

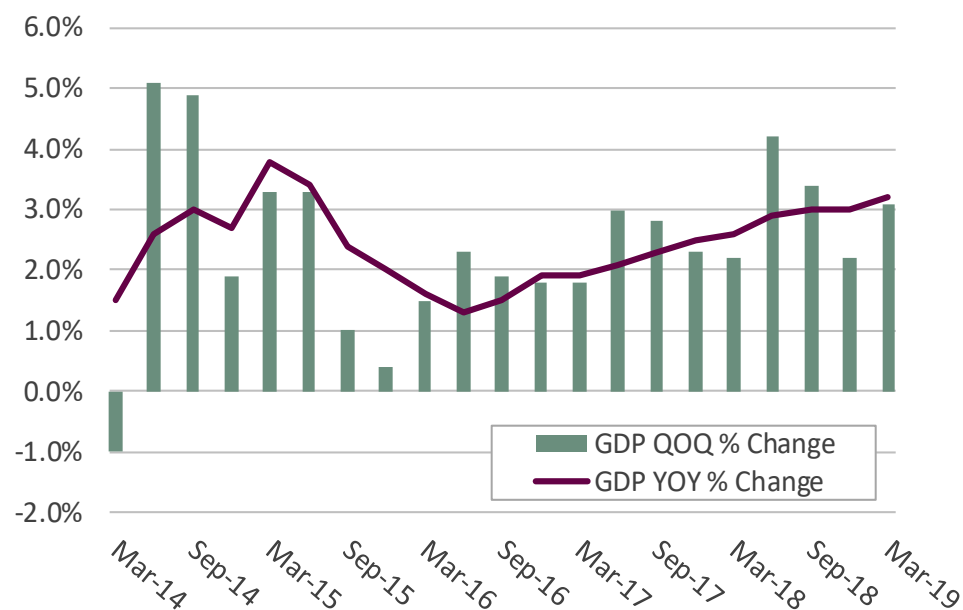
The Institute for Supply Management (ISM) manufacturing index decreased to 51.7 in June from 52.1 in May. The June reading was slightly better than expected but still came in at the lowest level since October 2016. Nevertheless, a reading above 50.0 suggests the manufacturing sector is expanding. The Industrial Production index was up 1.3% year-over-year in June versus up 2.1% year-over-year in May. On a month-over-month basis, production was flat, just below the consensus forecast of 0.1%. However, the manufacturing component of the index increased 0.4% in June, exceeding expectations of 0.2%, following a 0.2% increase in May. Capacity Utilization decreased to 77.9% in June from 78.1% in May, and remains below the long-run average of 79.8% indicating there is still excess capacity for growth.

Gross Domestic Product (GDP)

Components of GDP	6/18	9/18	12/18	3/19
Personal Consumption Expenditures	2.6%	2.4%	1.7%	0.6%
Gross Private Domestic Investment	-0.1%	2.5%	0.7%	1.1%
Net Exports and Imports	1.2%	-2.0%	-0.1%	0.9%
Federal Government Expenditures	0.2%	0.2%	0.1%	0.0%
State and Local (Consumption and Gross Investment)	0.2%	0.2%	-0.1%	0.5%
Total	4.2%	3.4%	2.2%	3.1%

Source: US Department of Commerce

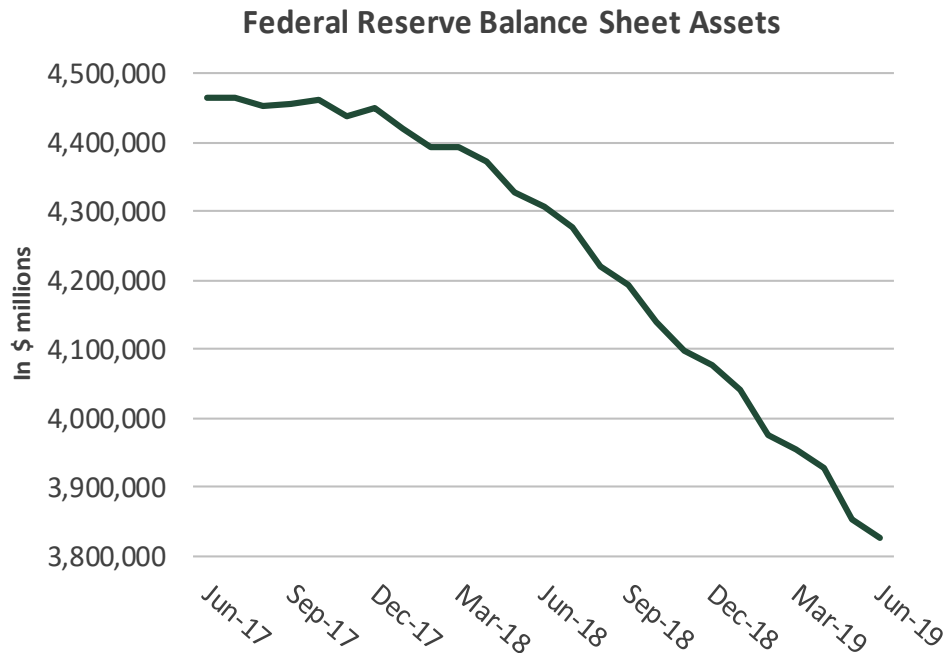
Gross Domestic Product (GDP)



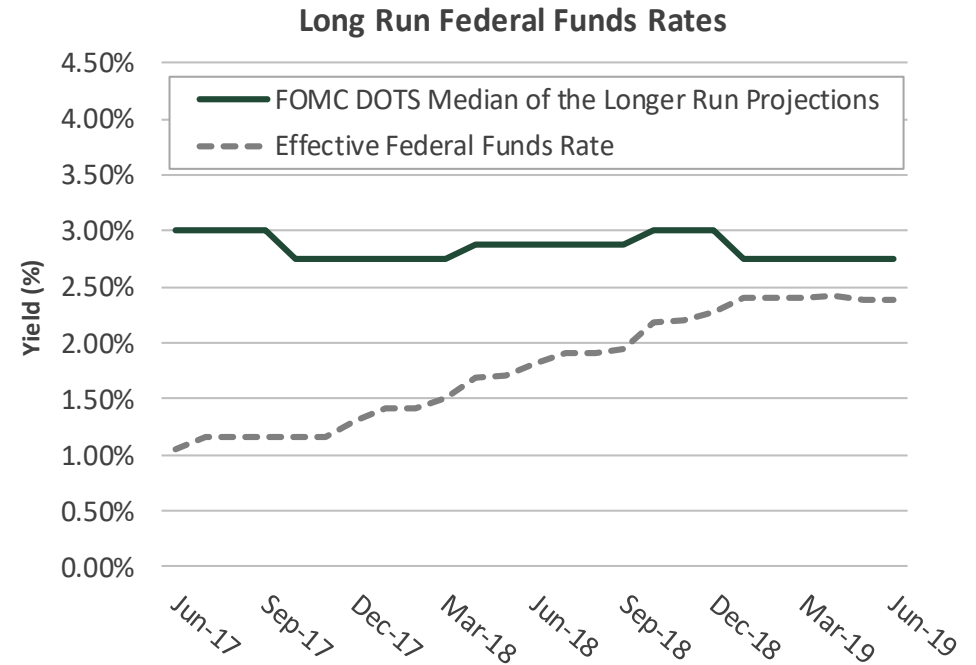
Source: US Department of Commerce

According to the third estimate, first quarter GDP grew at an annualized pace of 3.1%, unchanged from the second estimate and in line with the consensus. Despite the government shutdown and ongoing global trade disputes, GDP growth accelerated in the first quarter from 2.2% in the fourth quarter. Net exports and state and local government spending advanced in the first quarter, while consumer spending and business investment moderated. Residential investment contracted in the quarter. The consensus estimate for second quarter GDP growth is 1.8%. Overall, the consensus view calls for GDP growth of 2.5% this year versus 2.9% last year, which is consistent with moderate economic growth.

Federal Reserve



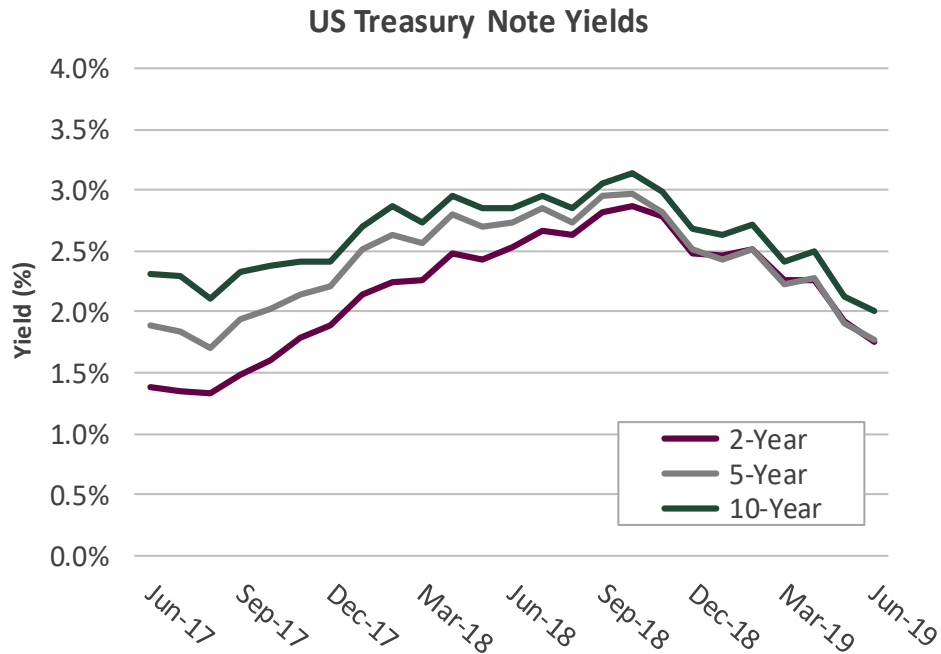
Source: Federal Reserve



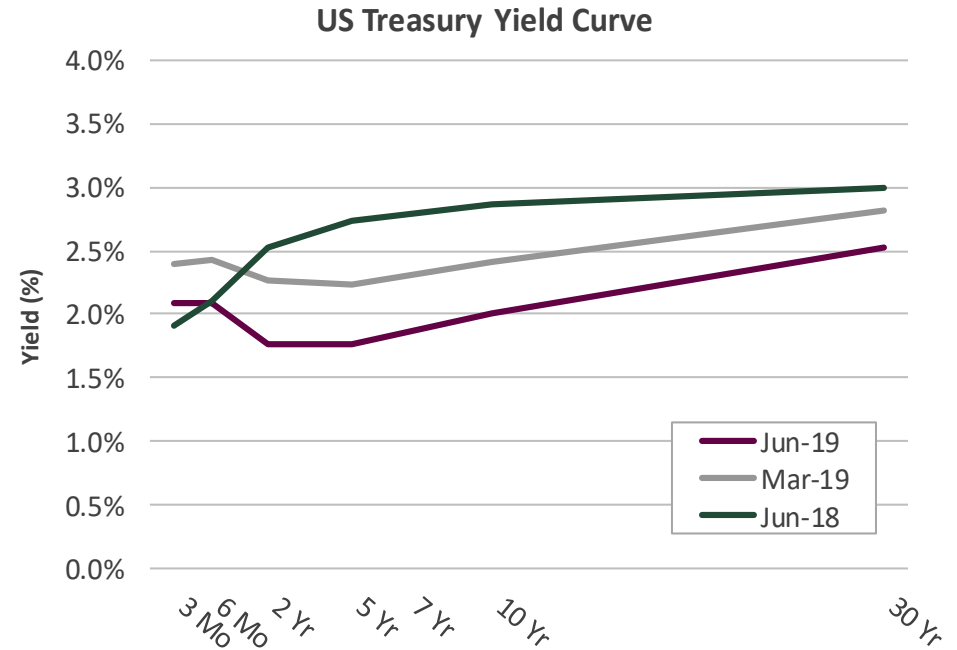
Source: Bloomberg

Fed policymakers have signaled they are prepared to act as appropriate to incoming data in order to sustain the economic expansion. Many policymakers are now anticipating a rate cut by year-end. The FOMC lowered its long-run median federal funds rate target in June to 2.5%. The Fed has been normalizing the size of its balance sheet since October 2017, by allowing a specified amount of Treasury, mortgage-backed, and agency securities to roll off each month. In March 2019, the Fed announced plans to begin slowing down the reduction of their balance sheet and conclude their balance sheet reduction program at the end of September 2019. This will leave the Fed with a larger balance sheet (slightly higher than \$3.5 trillion) than they originally expected.

Bond Yields



Source: Bloomberg



Source: Bloomberg

The shape of the Treasury yield curve has changed significantly on a year-over-year basis. As of month-end in June, the 3-month T-bill yield was up nearly 18 basis points, the 2-Year Treasury yield was down 77 basis points, and the 10-Year Treasury yield was down nearly 86 basis points, year-over-year. The current shape of the yield curve implies that market participants are pricing-in multiple rate cuts. We believe the decline in long-term Treasury yields reflects a high level of market participants' nervousness about the outlook for global economic growth and a decline in global inflation expectations.

Section 2 | Account Profile

Investment Objectives

The investment objectives for the City of Pittsburgh, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.

City of Pittsburg Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
Treasury Issues	No limit	Complies
Agency Issues	No limit	Complies
Supranationals	"AA" rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; USD denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, IADB	Complies
Municipal Obligations	"A" rated or one of the top three rating categories by a NRSRO; 30% maximum; 5% max per issuer	Complies
Banker's Acceptances	"A-1" rated or highest short-term rating category by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or higher by a NRSRO; "A" long-term rated issuer or higher by a NRSRO, if any; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets >\$500 million; 10% max of the outstanding commercial paper of any single issuer.	Complies
Negotiable Certificates of Deposit (NCD)	AA- rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank.	Complies
Time Deposits/Certificates of Deposit (CD)	"A" rated or one of the three highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; 1 year max maturity; FDIC insured or fully collateralized in financial institutions located in California, including US branches of foreign banks licensed to do business in California	Complies
Corporate Medium Term Notes	"A" rated or one of the three highest categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	Complies
Asset-Backed (ABS), Mortgage-Backed Securities; Pass-Throughs, CMOs	"AA" rated or one of the two highest rating categories by a NRSRO; "A" rated issuer or one of two highest rating categories by a NRSRO; 20% maximum; 5% max per issuer	Complies
Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; or SEC registered adviser with AUM >\$500 million and experience greater than 5 years; 20% maximum; 10% max per fund	Complies
Local Agency Investment Fund (LAIF)	\$50 million maximum; Not used by IA	Complies
California Asset Management Program (CAMP)	pursuant to CGC 53601; Not used by IA	Complies
Repurchase Agreements	"A" rated or one of the three highest categories by two NRSROs; 15% maximum; 5% max per issuer; 90 days max maturity; 102% collateralized; Not used by IA	Complies
Prohibited	Common stocks, Futures contracts, Options, Inverse floaters, Range notes, Mortgage derived Interest-only strips, Zero interest accrual securities, Any purchase of any security not listed in Section 8-Eligible Investments of the Investment Policy, unless approved by the City Council	Complies
Max Per Fund	10% per fund, with the exception of US Treasuries, Federal Agencies, and authorized pools	Complies
Max Per Issuer	5% of portfolio per issuer, with the exception of US Treasuries, Federal Agencies, and authorized pools	Complies
Diversification	With the exception of US Treasury securities, Federal Agency securities, and authorized pools, no more than 30% of the total portfolio, and less where stated, will be invested in a single security type with no more than 5% invested with a single issuer.	Complies
Maximum maturity	5 years	Complies

Account Structure

As of June 30, 2019

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	9,433,937.38	9,433,937.38	6.2%
Investment Pools	30,734,665.97	30,787,277.26	20.3%
Additional Bonded Debt Funds	43,528,673.39	43,671,207.59	28.8%
Total	83,697,276.74	83,892,422.23	55.2%
Funds Managed by City's Investment Advisor			
Operating Funds	61,735,442.51	62,167,999.86	40.9%
Bond Managed Reserve	5,810,302.53	5,833,563.88	3.8%
Total	67,545,745.04	68,001,563.74	44.8%
Total City Funds	151,243,021.78	151,893,985.97	100.0%

Sector Allocation

As of June 30, 2019

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents ¹	9,433,937.38	9,433,937.38	9.2%	1	N/A
Money Market Funds	1,835,071.84	1,835,071.84	1.8%	1	2.02%
Investment Pools ²	30,734,665.97	30,787,277.26	30.1%	1	N/A
Total Liquidity	42,003,675.19	42,056,286.48	41.1%	1	2.26%
U.S. Treasury Notes	11,165,130.65	11,319,756.20	11.1%	931	2.15%
Federal Agency Securities	11,037,838.70	11,204,765.28	10.9%	807	2.53%
Negotiable Certificates of Deposit	7,389,937.02	7,392,657.14	7.2%	212	2.46%
Medium-Term Corporate Notes	16,712,779.60	16,729,428.01	16.3%	500	2.36%
Asset-Backed Securities	7,473,403.68	7,507,384.19	7.3%	858	2.24%
Commercial Paper	1,090,606.00	1,094,071.00	1.1%	77	2.58%
Supranationals	3,878,615.26	3,918,069.36	3.8%	548	2.07%
Collateralized Mortgage Obligations	627,038.76	633,601.59	0.6%	1,022	2.64%
Municipal Bonds	525,021.00	533,195.25	0.5%	642	2.80%
Total Securities	59,900,370.67	60,332,928.02	58.9%	649	2.34%
Total Operating Funds	101,904,045.86	102,389,214.50	100.0%	383	2.31%
Bonded Debt Funds					
Pittsburg Pension Bond	3,016,042.67	3,016,042.67	6.1%	1	2.22%
Pittsburg AD Auto Mall	319,361.95	321,978.85	0.7%	51	2.49%
Pittsburg AD Vista DM	736,094.46	742,242.11	1.5%	51	2.49%
Pittsburg 2011A PIFA AD Ser	1,511,122.78	1,523,750.37	3.1%	51	2.49%
Pittsburg 2011B PIFA AD Ser	227,680.67	229,549.88	0.5%	51	2.49%
Additional Bonded Debt Funds ³	43,528,673.39	43,671,207.59	88.2%	N/A	N/A
Total Bonded Debt Funds	49,338,975.92	49,504,771.47	100.0%	25	2.35%
Total City Funds	151,243,021.78	151,893,985.97			

^{1,2}Funds not managed by City's investment adviser

³Bonded Debt Funds not managed, nor tracked by City's investment adviser

Portfolio Characteristics

As of June 30, 2019

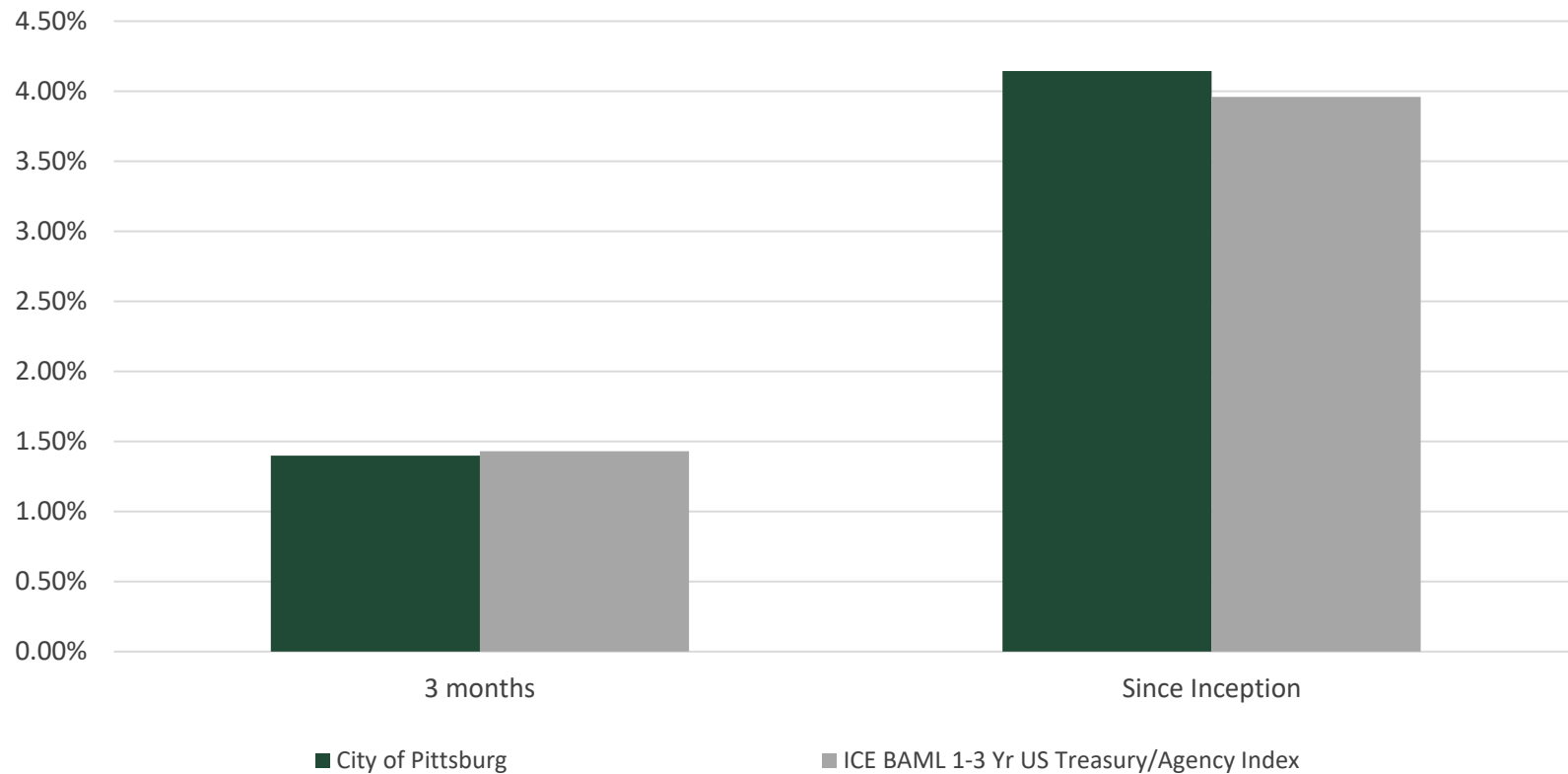
City of Pittsburgh Managed Consolidated

	6/30/2019 Portfolio	3/31/2019 Portfolio
Average Maturity (yrs)	1.73	1.71
Modified Duration	1.44	1.37
Average Purchase Yield	2.33%	2.33%
Average Market Yield	2.11%	2.52%
Average Quality*	AA/Aa2	AA/Aa2
Market Value**	62,168,000	61,446,661

*Portfolio is S&P and Moody's, respectively.

**Excludes accrued interest.

City of Pittsburgh Total Rate of Return Since Inception 07/31/2018



TOTAL RATE OF RETURN	Latest 3 months	Since Inception
City of Pittsburgh	1.40%	4.14%
ICE BAML 1-3 Yr US Treasury/Agency Index	1.43%	3.96%

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Portfolio Characteristics

As of June 30, 2019

City of Pittsburgh Bond Reserve Consolidated

	6/30/2019 Portfolio	3/31/2019 Portfolio
Average Maturity (yrs)	0.07	0.31
Modified Duration	0.07	0.31
Average Purchase Yield	2.56%	2.59%
Average Market Yield	2.56%	2.59%
Average Quality*	AAA/Aaa	AAA/Aaa
Market Value**	19,852,135	19,727,281

*Portfolio is S&P and Moody's, respectively.

**Excludes accrued Interest .



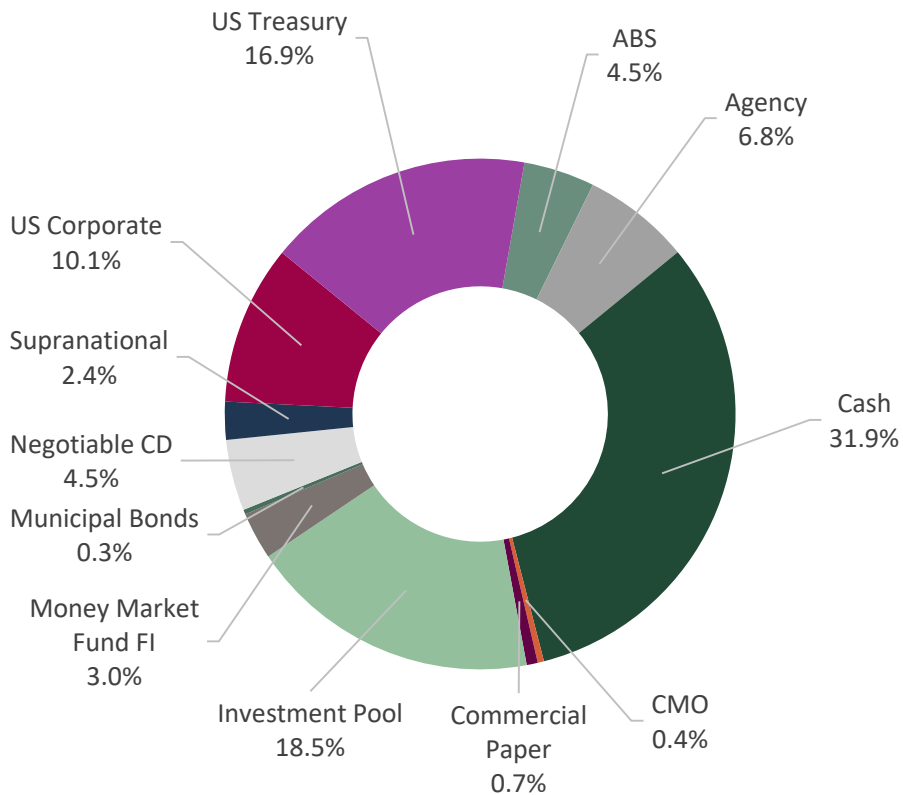
Section 3 | Consolidated Information

Sector Distribution

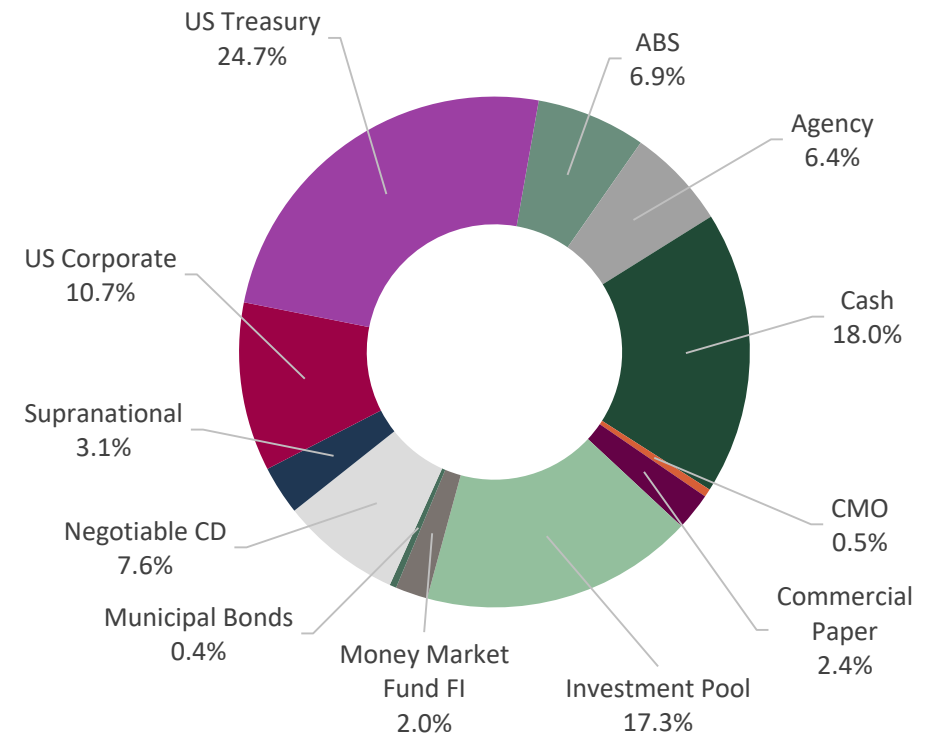
As of June 30, 2019

City of Pittsburgh Total Consolidated

June 30, 2019



March 31, 2019



City of Pittsburgh Total Consolidated – Account #10638

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
City of Pittsburgh	Cash	NR	NR	31.88%
City of Pittsburgh	Investment Pool	NR	NR	18.53%
Government of United States	US Treasury	A-1+	P-1	10.06%
Government of United States	US Treasury	AA+	Aaa	6.85%
Federal Home Loan Bank	Agency	AA+	Aaa	4.46%
Wells Fargo Adv Tsy Plus Money Market Fund	Money Market Fund FI	AAA	Aaa	1.89%
Federal National Mortgage Association	Agency	AA+	Aaa	1.54%
JP Morgan Chase & Co	US Corporate	A-	A2	1.21%
Wells Fargo Advantage Govt Money Market Fund	Money Market Fund FI	AAA	Aaa	1.10%
Intl Bank Recon and Development	Supranational	AAA	Aaa	1.10%
Toronto Dominion Holdings	Negotiable CD	A-1+	P-1	0.93%
Citibank ABS	ABS	AAA	NR	0.89%
Wells Fargo Corp	US Corporate	A-	A2	0.87%
JP Morgan ABS	ABS	AAA	NR	0.81%
Bank of Nova Scotia Houston	Negotiable CD	A-1	P-1	0.79%
Federal Home Loan Mortgage Corp	Agency	AA+	Aaa	0.78%
Bank of America Corp	US Corporate	A-	A2	0.76%
Inter-American Dev Bank	Supranational	AAA	Aaa	0.75%
MUFG Bank Ltd/NY	Commercial Paper	A-1	P-1	0.66%
State Street Bank	US Corporate	A	A1	0.64%
Toyota Motor Corp	US Corporate	AA-	Aa3	0.64%
Bank of New York	US Corporate	A	A1	0.61%
Skandinaviskaens Bank	Negotiable CD	A+	Aa3	0.61%
Toyota ABS	ABS	AAA	Aaa	0.60%
HSBC Holdings PLC	US Corporate	A	A2	0.58%
Nordea Bank AB New York	Negotiable CD	AA-	Aa3	0.57%
Swedbank Inc	Negotiable CD	AA-	Aa3	0.57%
Wal-Mart Stores	US Corporate	AA	Aa2	0.57%
WestPac Banking Corp	Negotiable CD	AA-	Aa3	0.53%
UBS Corp	Negotiable CD	A+	Aa3	0.52%
PNC Financial Services Group	US Corporate	A	A2	0.50%
Honda ABS	ABS	AAA	Aaa	0.46%
BB&T Corp	US Corporate	A-	A2	0.44%
John Deere ABS	ABS	NR	Aaa	0.36%
American Express ABS	ABS	NR	Aaa	0.35%
State of California	Municipal Bonds	AA-	Aa3	0.32%
Deere & Company	US Corporate	A	A2	0.30%
Hyundai Autot Receivables	ABS	AAA	Aaa	0.30%

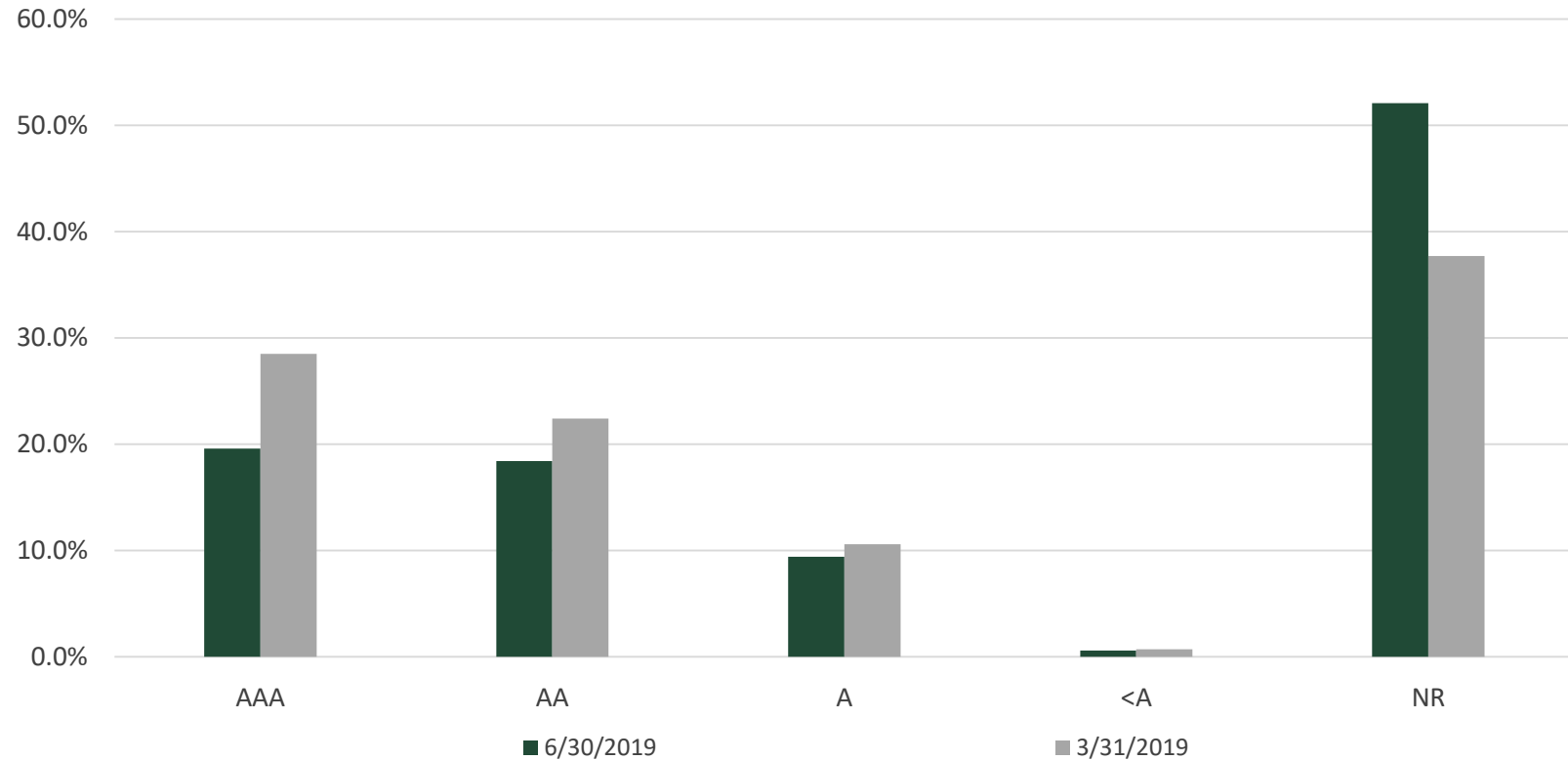
City of Pittsburgh Total Consolidated – Account #10638

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
Honda Motor Corporation	US Corporate	A	A2	0.29%
Inter-American Dev Bank	Supranational	NR	NR	0.29%
IBM Corp	US Corporate	A	A1	0.29%
Goldman Sachs Inc.	US Corporate	BBB+	A3	0.29%
Citigroup Inc	US Corporate	BBB+	A3	0.28%
American Express Credit	US Corporate	A-	A2	0.26%
National Rural Utilities	US Corporate	A	A2	0.25%
Paccar Financial	US Corporate	A+	A1	0.23%
Federal Home Loan Mortgage Corp	CMO	NR	Aaa	0.23%
International Finance Corp	Supranational	AAA	Aaa	0.23%
United Parcel Service	US Corporate	A+	A1	0.23%
Caterpillar Inc	US Corporate	A	A3	0.21%
Ally Auto Receivables	ABS	NR	Aaa	0.21%
General Dynamics Corp	US Corporate	A+	A2	0.17%
Ally Auto Receivables	ABS	AAA	NR	0.16%
Nissan ABS	ABS	AAA	Aaa	0.15%
Federal National Mortgage Association	CMO	NR	NR	0.15%
Home Depot	US Corporate	A	A2	0.14%
Hershey Foods Company	US Corporate	A	A1	0.12%
Hyundai Auto Receivables	ABS	AAA	NR	0.12%
Ford ABS	ABS	NR	Aaa	0.10%
TWDC Enterprises 18 Corp	US Corporate	A	A2	0.09%
Berkshire Hathaway	US Corporate	AA	Aa2	0.09%
Honeywell Corp	US Corporate	A	A2	0.08%
Dreyfus Prime Cash Management Fund	Money Market Fund FI	AAA	Aaa	0.01%
TOTAL				100%

Quality Distribution

As of June 30, 2019

City of Pittsburgh Total Consolidated June 30, 2019 vs. March 31, 2019



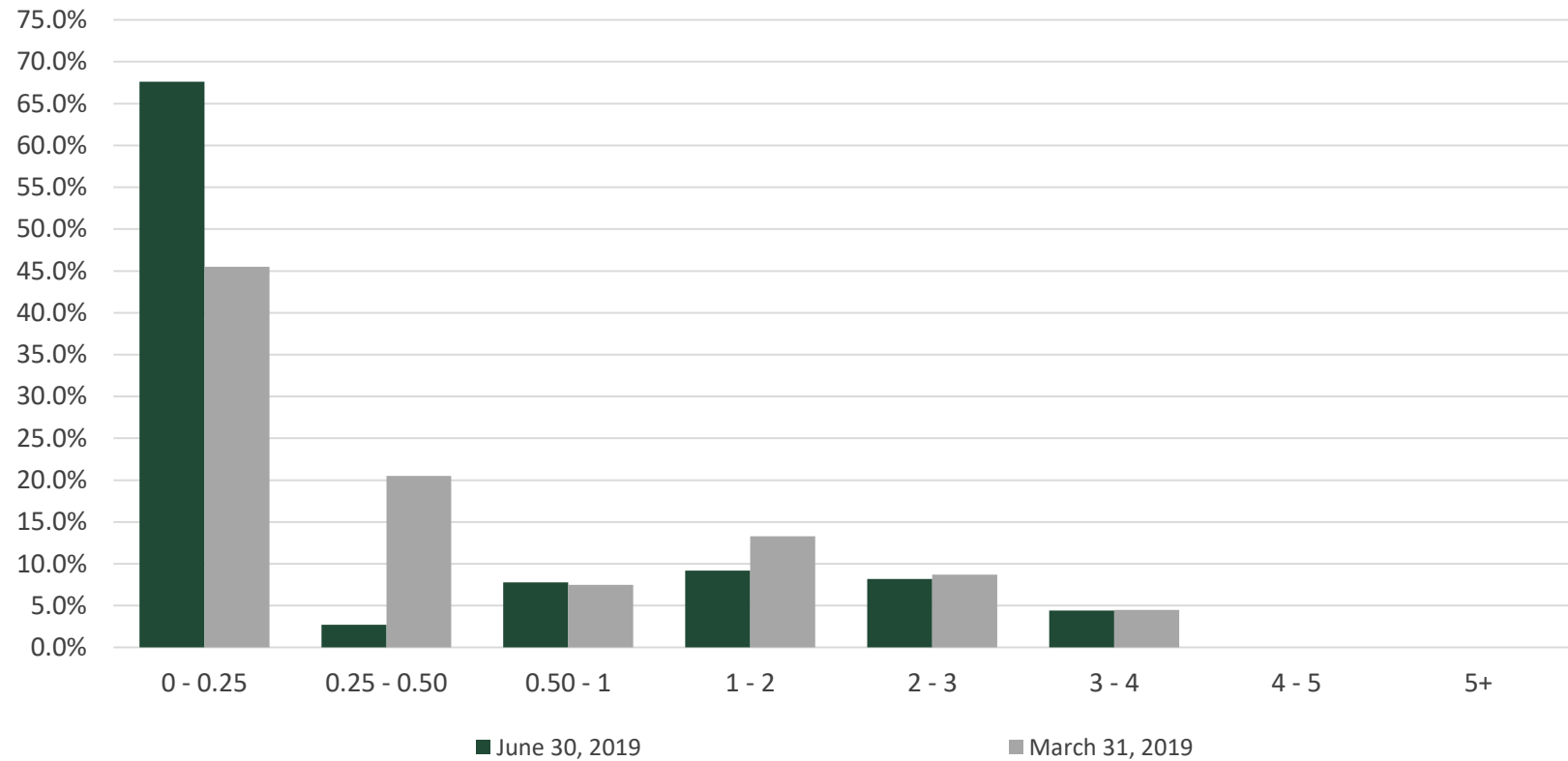
	AAA	AA	A	<A	NR
06/30/19	19.6%	18.4%	9.4%	0.6%	52.1%
03/31/19	28.5%	22.4%	10.6%	0.7%	37.7%

Source: S&P Ratings

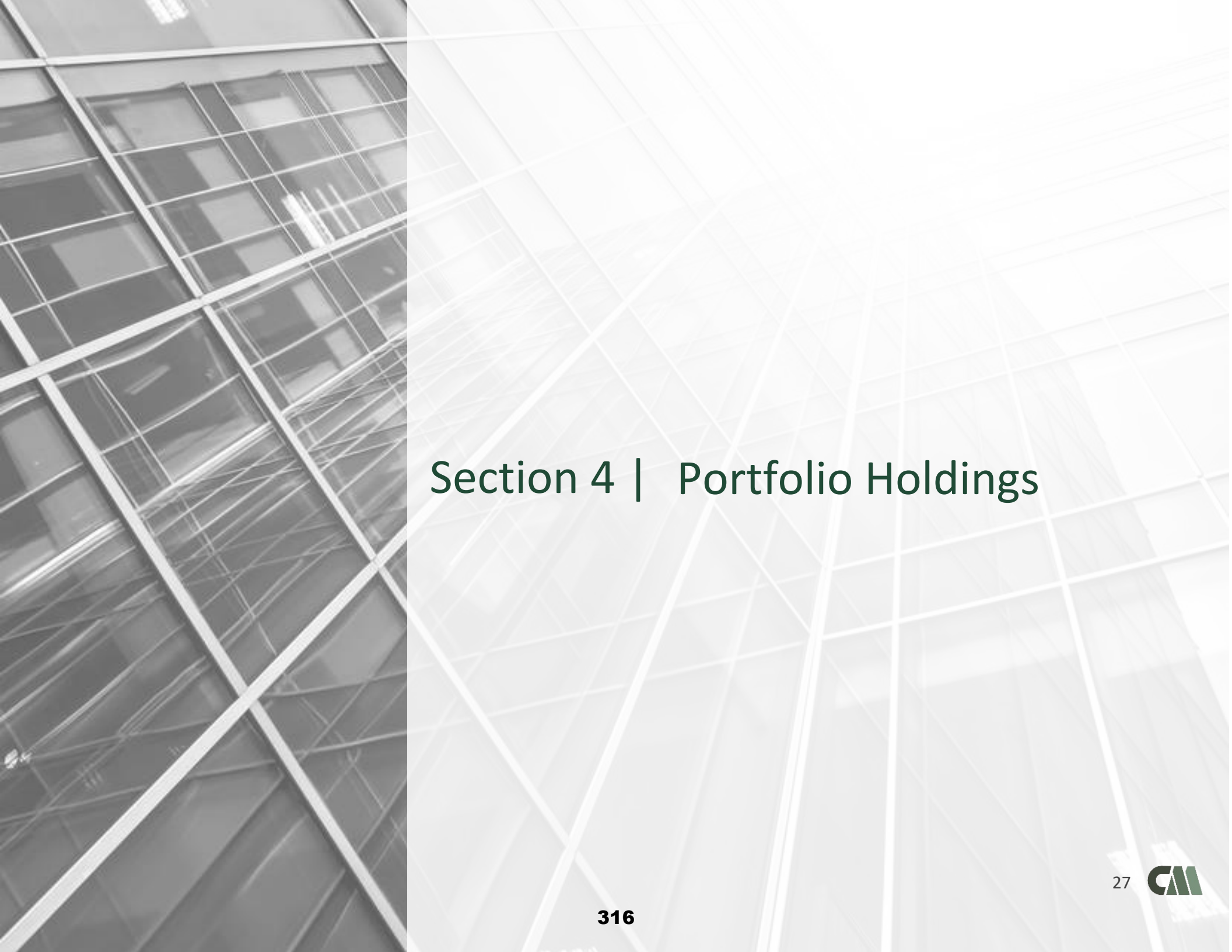
Duration Distribution

As of June 30, 2019

City of Pittsburgh Total Consolidated June 30, 2019 vs. March 31, 2019



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
06/30/19	67.6%	2.7%	7.8%	9.2%	8.2%	4.4%	0.0%	0.0%
03/31/19	45.5%	20.5%	7.5%	13.3%	8.7%	4.5%	0.0%	0.0%



Section 4 | Portfolio Holdings

Holdings Report

As of June 30, 2019

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47788NAC2	John Deere Owner Trust 2016-B A3 1.250% Due 06/15/2020	4,935.42	07/19/2016 1.26%	4,935.02 4,935.32	99.91 2.80%	4,930.91 2.74	0.00% (4.41)	Aaa / NR AAA	0.96 0.06
44930UAD8	Hyundai Auto Receivables Trust 2016-A A3 1.560% Due 09/15/2020	7,748.81	03/22/2016 1.58%	7,747.31 7,748.40	99.96 2.55%	7,745.56 5.37	0.00% (2.84)	Aaa / AAA NR	1.21 0.04
44891EAC3	Hyundai Auto Receivables Trust 2016-B A3 1.290% Due 04/15/2021	102,052.36	09/14/2016 1.30%	102,038.62 102,046.97	99.66 2.35%	101,706.81 58.51	0.06% (340.16)	Aaa / AAA NR	1.79 0.32
47787XAC1	John Deere Owner Trust 2017-A A3 1.780% Due 04/15/2021	44,579.22	02/22/2017 1.79%	44,572.87 44,576.46	99.80 2.35%	44,489.52 35.27	0.03% (86.94)	Aaa / NR AAA	1.79 0.36
34531EAD8	Ford Credit Auto Owners Trust 2017-A A3 1.670% Due 06/15/2021	172,182.99	01/18/2017 1.68%	172,182.35 172,182.70	99.70 2.40%	171,664.37 127.80	0.10% (518.33)	Aaa / NR AAA	1.96 0.42
02007PAC7	Ally Auto Receivables 17-1 A3 1.700% Due 06/15/2021	52,270.84	01/24/2017 1.71%	52,266.27 52,268.79	99.76 2.36%	52,147.74 39.49	0.03% (121.05)	Aaa / NR AAA	1.96 0.36
89190BAD0	Toyota Auto Receivables Owner 2017-B A3 1.760% Due 07/15/2021	703,707.37	Various 2.77%	695,527.32 697,742.72	99.72 2.30%	701,720.09 550.46	0.42% 3,977.37	Aaa / AAA NR	2.04 0.53
161571HF4	Chase CHAIT 2016-A5 1.270% Due 07/15/2021	1,350,000.00	Various 2.10%	1,334,427.74 1,338,637.28	99.96 2.54%	1,349,438.40 762.00	0.81% 10,801.12	NR / AAA AAA	2.04 0.03
02007HAC5	Ally Auto Receivables Trust 17-2 A3 1.780% Due 08/16/2021	296,275.57	03/21/2017 1.79%	296,240.63 296,258.61	99.80 2.29%	295,673.83 234.39	0.18% (584.78)	Aaa / NR AAA	2.13 0.40
44931PAD8	Hyundai Auto Receivables Trust 2017-A A3 1.760% Due 08/16/2021	204,120.33	03/22/2017 1.77%	204,103.82 204,112.32	99.76 2.25%	203,624.72 149.69	0.12% (487.60)	NR / AAA AAA	2.13 0.50
43811BAC8	Honda Auto Receivables 2017-2 A3 1.680% Due 08/16/2021	333,288.99	06/20/2017 1.69%	333,260.17 333,274.17	99.71 2.16%	332,333.76 248.86	0.20% (940.41)	Aaa / AAA NR	2.13 0.60
17305EGH2	Citibank Credit Card Issuance 2017-A9 A9 1.800% Due 09/20/2021	475,000.00	09/25/2017 1.80%	474,964.61 474,980.17	99.86 2.44%	474,348.78 2,398.75	0.29% (631.39)	NR / AAA AAA	2.23 0.21
17305EGH2	Citibank Credit Card Issuance 2017-A9 A9 1.800% Due 09/20/2021	1,000,000.00	09/26/2018 2.39%	990,117.19 992,624.23	99.86 2.44%	998,629.00 5,050.00	0.60% 6,004.77	NR / AAA AAA	2.23 0.21
47788BAD6	John Deere Owner Trust 2017-B A3 1.820% Due 10/15/2021	76,999.82	07/11/2017 1.83%	76,994.19 76,996.78	99.74 2.27%	76,801.84 62.28	0.05% (194.94)	Aaa / NR AAA	2.30 0.58
02007FAC9	Ally Auto Receivables Trust 2017-4 A3 1.750% Due 12/15/2021	273,874.77	08/15/2017 1.76%	273,871.23 273,872.75	99.70 2.33%	273,051.23 213.01	0.16% (821.52)	NR / AAA AAA	2.46 0.52
44932GAD7	Hyundai Auto Receivables Trust 2017-B A3 1.770% Due 01/18/2022	388,642.51	08/09/2017 1.79%	388,575.16 388,603.67	99.72 2.19%	387,566.36 305.73	0.23% (1,037.31)	Aaa / AAA NR	2.56 0.67
89238KAD4	Toyota Auto Receivables Owner 2017-D A3 1.930% Due 01/18/2022	290,000.00	11/07/2017 1.94%	289,973.26 289,983.66	99.78 2.20%	289,348.08 202.11	0.17% (635.58)	Aaa / AAA NR	2.56 0.85

Holdings Report

As of June 30, 2019

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
43814UAC3	Honda Auto Receivables 2018-1 A3 2.640% Due 02/15/2022	425,000.00	02/22/2018 2.66%	424,945.05 424,963.57	100.43 2.21%	426,820.70 498.67	0.26% 1,857.13	Aaa / AAA NR	2.63 0.97
47788CAC6	John Deere Owner Trust 2016-B A4 2.660% Due 04/18/2022	475,000.00	Various 3.07%	471,757.36 472,395.72	100.46 2.21%	477,175.50 561.56	0.29% 4,779.78	Aaa / NR AAA	2.80 0.97
65478DAD9	Nissan Auto Receivables Trust 2018-A A3 2.650% Due 05/16/2022	255,000.00	02/21/2018 2.67%	254,970.85 254,980.10	100.52 2.24%	256,331.87 300.33	0.15% 1,351.77	Aaa / AAA NR	2.88 1.11
02582JHQ6	American Express Credit 2018-1 A 2.670% Due 10/17/2022	580,000.00	03/14/2018 2.69%	579,932.66 579,951.48	100.32 2.22%	581,835.12 688.27	0.35% 1,883.64	Aaa / NR AAA	3.30 0.69
TOTAL ABS		7,510,679.00	2.24%	7,473,403.68 7,483,135.87	2.34%	7,507,384.19 12,495.29	4.53% 24,248.32	Aaa / AAA Aaa	2.35 0.47

Agency									
3137EADM8	FHLMC Note 1.250% Due 10/02/2019	1,300,000.00	08/07/2018 2.54%	1,281,059.00 1,295,805.92	99.76 2.20%	1,296,847.50 4,017.36	0.78% 1,041.58	Aaa / AA+ AAA	0.26 0.25
313378J77	FHLB Note 1.875% Due 03/13/2020	490,000.00	07/30/2018 2.70%	483,622.65 487,237.56	99.84 2.10%	489,238.05 2,756.25	0.30% 2,000.49	Aaa / AA+ NR	0.70 0.69
3135G0T60	FNMA Note 1.500% Due 07/30/2020	200,000.00	08/30/2017 1.51%	199,966.00 199,987.38	99.50 1.97%	199,001.60 1,258.33	0.12% (985.78)	Aaa / AA+ AAA	1.08 1.06
313370U55	FHLB Note 2.875% Due 09/11/2020	850,000.00	08/23/2018 2.67%	853,493.50 852,042.93	101.10 1.94%	859,380.60 7,467.01	0.52% 7,337.67	Aaa / AA+ AAA	1.20 1.16
3130AF2D8	FHLB Note 2.860% Due 10/15/2020	1,000,000.00	10/23/2018 2.94%	998,550.00 999,052.08	101.14 1.96%	1,011,358.00 6,037.78	0.61% 12,305.92	Aaa / AA+ AAA	1.30 1.26
3135G0U27	FNMA Note 2.500% Due 04/13/2021	305,000.00	04/12/2018 2.55%	304,545.55 304,729.65	101.17 1.83%	308,557.83 1,652.08	0.19% 3,828.18	Aaa / AA+ AAA	1.79 1.73
313383ZU8	FHLB Note 3.000% Due 09/10/2021	1,000,000.00	10/04/2018 3.03%	999,260.00 999,445.86	102.48 1.84%	1,024,753.00 9,250.00	0.62% 25,307.14	Aaa / AA+ NR	2.20 2.10
3135G0U92	FNMA Note 2.625% Due 01/11/2022	1,000,000.00	02/26/2019 2.52%	1,002,910.00 1,002,566.02	102.08 1.78%	1,020,767.00 12,395.83	0.62% 18,200.98	Aaa / AA+ AAA	2.54 2.41
313378WG2	FHLB Note 2.500% Due 03/11/2022	500,000.00	03/28/2019 2.25%	503,530.00 503,222.19	101.82 1.81%	509,082.50 3,819.44	0.31% 5,860.31	Aaa / AA+ NR	2.70 2.58
3135G0V59	FNMA Note 2.250% Due 04/12/2022	1,000,000.00	04/17/2019 2.42%	995,020.00 995,358.09	101.26 1.78%	1,012,563.00 4,937.50	0.61% 17,204.91	Aaa / AA+ AAA	2.79 2.68
313379Q69	FHLB Note 2.125% Due 06/10/2022	1,100,000.00	05/20/2019 2.24%	1,096,205.00 1,096,344.42	100.87 1.82%	1,109,571.10 1,363.54	0.67% 13,226.68	Aaa / AA+ AAA	2.95 2.84
3130AFE78	FHLB Note 3.000% Due 12/09/2022	1,300,000.00	01/18/2019 2.74%	1,312,207.00 1,310,828.65	103.97 1.80%	1,351,606.10 2,383.33	0.82% 40,777.45	Aaa / AA+ AAA	3.45 3.26

Holdings Report

As of June 30, 2019

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3133834G3	FHLB Note 2.125% Due 06/09/2023	1,000,000.00	06/14/2019 1.93%	1,007,470.00 1,007,398.02	101.20 1.81%	1,012,039.00 1,298.61	0.61% 4,640.98	Aaa / AA+ NR	3.95 3.76
TOTAL Agency		11,045,000.00	2.53%	11,037,838.70 11,054,018.77	1.89%	11,204,765.28 58,637.06	6.78% 150,746.51	Aaa / AA+ Aaa	2.21 2.11
Cash									
90PITT\$00	City of Pittsburgh Cash Equivalents	9,433,937.38	Various 0.00%	9,433,937.38 9,433,937.38	1.00 0.00%	9,433,937.38 0.00	5.68% 0.00	NR / NR NR	0.00 0.00
90PITT\$02	City of Pittsburgh Additional Bonded Debt Funds	43,528,673.39	Various 0.00%	43,528,673.39 43,528,673.39	1.00 0.00%	43,528,673.39 0.00	26.20% 0.00	NR / NR NR	0.00 0.00
TOTAL Cash		52,962,610.77	0.00%	52,962,610.77	0.00%	52,962,610.77 0.00	31.88% 0.00	NR / NR NR	0.00 0.00
CMO									
3136B1XP4	FNMA 2018-M5 A2 3.560% Due 09/25/2021	243,992.14	04/11/2018 2.33%	248,845.40 247,179.53	101.96 2.25%	248,786.34 144.77	0.15% 1,606.81	NR / NR NR	2.24 1.64
3137BM6P6	FHLMC K721 A2 3.090% Due 08/25/2022	375,000.00	04/04/2018 2.84%	378,193.36 377,298.66	102.62 2.11%	384,815.25 965.63	0.23% 7,516.59	Aaa / NR NR	3.16 2.79
TOTAL CMO		618,992.14	2.64%	627,038.76 624,478.19	2.16%	633,601.59 1,110.40	0.38% 9,123.40	Aaa / NR NR	2.80 2.34
Commercial Paper									
62479MWG4	MUFG Bank Ltd/NY Discount CP 2.520% Due 09/16/2019	1,100,000.00	05/16/2019 2.58%	1,090,606.00 1,094,071.00	99.46 2.58%	1,094,071.00 0.00	0.66% 0.00	P-1 / A-1 NR	0.21 0.21
TOTAL Commercial Paper		1,100,000.00	2.58%	1,090,606.00 1,094,071.00	2.58%	1,094,071.00 0.00	0.66% 0.00	P-1 / A-1 NR	0.21 0.21
Investment Pool									
90PITT\$01	City of Pittsburgh Investment Pools	30,734,665.97	Various 0.00%	30,734,665.97 30,734,665.97	1.00 0.00%	30,787,277.26 0.00	18.53% 52,611.29	NR / NR NR	0.00 0.00
TOTAL Investment Pool		30,734,665.97	0.00%	30,734,665.97 30,734,665.97	0.00%	30,787,277.26 0.00	18.53% 52,611.29	NR / NR NR	0.00 0.00
Money Market Fund FI									
94975H296	Wells Fargo Treasury Plus MMFD 453	8,085.18	Various 2.22%	8,085.18 8,085.18	1.00 2.22%	8,085.18 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00

Holdings Report

As of June 30, 2019

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
94975H296	Wells Fargo Treasury Plus MMFD 453	5,340.12	Various 2.22%	5,340.12 5,340.12	1.00 2.22%	5,340.12 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	89,688.84	Various 2.22%	89,688.84 89,688.84	1.00 2.22%	89,688.84 0.00	0.05% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	4,841.11	Various 2.22%	4,841.11 4,841.11	1.00 2.22%	4,841.11 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	9,088.86	Various 2.22%	9,088.86 9,088.86	1.00 2.22%	9,088.86 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	5,410.85	Various 2.22%	5,410.85 5,410.85	1.00 2.22%	5,410.85 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
261941108	Dreyfus Treas PR Cash Mgt Inst Money Market Fund	9,370.20	Various 2.10%	9,370.20 9,370.20	1.00 2.10%	9,370.20 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	3,016,042.67	Various 2.22%	3,016,042.67 3,016,042.67	1.00 2.22%	3,016,042.67 0.00	1.82% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	1,615,722.31	Various 1.97%	1,615,722.31 1,615,722.31	1.00 1.97%	1,615,722.31 0.00	0.97% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	219,349.53	Various 1.97%	219,349.53 219,349.53	1.00 1.97%	219,349.53 0.00	0.13% 0.00	Aaa / AAA NR	0.00 0.00
TOTAL Money Market Fund FI		4,982,939.67	2.13%	4,982,939.67	2.13%	4,982,939.67 0.00	3.00% 0.00	Aaa / AAA NR	0.00 0.00
Municipal Bonds									
13063DGA0	California St GE-GO 2.800% Due 04/01/2021	525,000.00	04/18/2018 2.80%	525,021.00 525,012.54	101.56 1.89%	533,195.25 3,675.00	0.32% 8,182.71	Aa3 / AA- AA-	1.76 1.70
TOTAL Municipal Bonds		525,000.00	2.80%	525,021.00 525,012.54	1.89%	533,195.25 3,675.00	0.32% 8,182.71	Aa3 / AA- AA-	1.76 1.70
Negotiable CD									
83050FXT3	Skandinav Enskilda BK NY Yankee CD 1.840% Due 08/02/2019	1,000,000.00	08/03/2017 1.86%	999,610.00 999,982.86	99.94 2.53%	999,353.00 7,615.56	0.61% (629.86)	Aa3 / A+ AA-	0.09 0.09
89113XP32	Toronto Dominion NY Yankee CD 2.770% Due 08/09/2019	1,490,000.00	02/26/2019 2.70%	1,490,064.61 1,490,015.55	100.00 2.70%	1,490,015.55 47,349.30	0.93% 0.00	P-1 / A-1+ F-1+	0.11 0.11
06417G5Q7	Bank of Nova Scotia Yankee CD 2.610% Due 12/23/2019	1,300,000.00	04/01/2019 2.58%	1,300,262.41 1,300,173.29	100.01 2.58%	1,300,173.29 9,519.25	0.79% 0.00	P-1 / A-1 F-1+	0.48 0.48

Holdings Report

As of June 30, 2019

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
65590ASN7	Nordea Bank Finland NY Yankee CD 2.720% Due 02/20/2020	940,000.00	02/20/2018 2.72%	940,000.00 940,000.00	100.36 2.15%	943,377.42 9,303.91	0.57% 3,377.42	Aa3 / AA- NR	0.64 0.63
90275DHG8	UBS Finance Yankee CD 2.900% Due 03/02/2020	845,000.00	03/02/2018 2.90%	845,000.00 845,000.00	100.44 2.24%	848,739.13 8,236.40	0.52% 3,739.13	Aa3 / A+ NR	0.67 0.67
96121T4A3	Westpac Banking Corp Yankee CD 2.050% Due 08/03/2020	870,000.00	08/03/2017 2.05%	870,000.00 870,000.00	99.86 2.18%	868,784.61 7,134.00	0.53% (1,215.39)	Aa3 / AA- AA-	1.10 1.07
87019U6D6	Swedbank Inc Negotiable CD 2.270% Due 11/16/2020	945,000.00	11/16/2017 2.27%	945,000.00 945,000.00	99.71 2.48%	942,214.14 2,741.03	0.57% (2,785.86)	Aa3 / AA- AA-	1.38 1.37
TOTAL Negotiable CD		7,390,000.00	2.46%	7,389,937.02 7,390,171.70	2.44%	7,392,657.14 91,899.45	4.51% 2,485.44	Aa2 / AA AA+	0.58 0.57
Supranational									
459058FS7	Intl. Bank Recon & Development Note 1.125% Due 11/27/2019	955,000.00	08/18/2017 1.49%	947,167.73 953,587.16	99.55 2.23%	950,702.50 1,014.69	0.57% (2,884.66)	Aaa / AAA AAA	0.41 0.40
459058FZ1	Intl. Bank Recon & Development Note 1.875% Due 04/21/2020	395,000.00	03/14/2017 1.90%	394,656.35 394,910.05	99.81 2.12%	394,234.89 1,440.10	0.24% (675.16)	Aaa / AAA AAA	0.81 0.80
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 09/04/2020	475,000.00	08/22/2017 1.63%	474,900.25 474,960.99	99.62 1.95%	473,194.53 2,508.59	0.29% (1,766.46)	Aaa / AAA AAA	1.18 1.15
4581X0CD8	Inter-American Dev Bank Note 2.125% Due 11/09/2020	470,000.00	10/02/2017 1.81%	474,356.48 471,922.89	100.25 1.94%	471,165.60 1,442.64	0.28% (757.29)	Aaa / AAA AAA	1.36 1.33
45950KCM0	International Finance Corp Note 2.250% Due 01/25/2021	380,000.00	01/18/2018 2.35%	378,882.80 379,414.90	100.53 1.91%	382,010.20 3,705.00	0.23% 2,595.30	Aaa / AAA NR	1.58 1.52
4581X0DB1	Inter-American Dev Bank Note 2.625% Due 04/19/2021	510,000.00	04/12/2018 2.70%	508,878.00 509,326.39	101.30 1.89%	516,637.14 2,677.50	0.31% 7,310.75	Aaa / AAA AAA	1.81 1.75
4581X0CZ9	Inter-American Dev Bank Note 1.750% Due 09/14/2022	480,000.00	02/21/2018 2.78%	459,004.80 465,225.13	99.85 1.80%	479,290.56 2,496.67	0.29% 14,065.43	NR / NR AAA	3.21 3.09
4581X0DA3	Inter-American Dev Bank Note 2.500% Due 01/18/2023	245,000.00	06/04/2018 2.90%	240,768.85 241,747.01	102.38 1.80%	250,833.94 2,773.26	0.15% 9,086.93	Aaa / AAA NR	3.56 3.35
TOTAL Supranational		3,910,000.00	2.08%	3,878,615.26 3,891,094.52	1.99%	3,918,069.36 18,058.45	2.37% 26,974.84	Aaa / AAA Aaa	1.50 1.45
US Corporate									
89236TBP9	Toyota Motor Credit Corp Note 2.125% Due 07/18/2019	285,000.00	08/01/2014 2.12%	285,105.45 285,000.99	99.99 2.31%	284,970.65 2,742.14	0.17% (30.34)	Aa3 / AA- A+	0.05 0.05
084664CK5	Berkshire Hathaway Note 1.300% Due 08/15/2019	145,000.00	08/08/2016 1.33%	144,859.35 144,994.22	99.88 2.23%	144,829.19 712.11	0.09% (165.03)	Aa2 / AA A+	0.13 0.12

Holdings Report

As of June 30, 2019

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
438516BQ8	Honeywell Intl Note 1.800% Due 10/30/2019	130,000.00	10/23/2017 1.84%	129,898.60 129,983.19	99.82 2.32%	129,771.46 396.50	0.08% (211.73)	A2 / A A	0.33 0.33
46625HKA7	JP Morgan Chase Callable Note Cont 12/23/2019 2.250% Due 01/23/2020	1,995,000.00	10/15/2015 2.36%	1,986,281.85 1,993,845.80	99.97 2.30%	1,994,389.53 19,700.63	1.21% 543.73	A2 / A- AA-	0.57 0.55
02665WBM2	American Honda Finance Note 2.000% Due 02/14/2020	300,000.00	02/13/2017 2.05%	299,574.00 299,911.14	99.83 2.28%	299,487.30 2,283.33	0.18% (423.84)	A2 / A NR	0.63 0.61
0258M0EE5	American Express Credit Callable Note Cont 2/1/2020 2.200% Due 03/03/2020	430,000.00	02/28/2017 2.24%	429,552.80 429,899.62	99.90 2.36%	429,549.36 3,100.78	0.26% (350.26)	A2 / A- A	0.68 0.66
25468PDP8	TWDC Enterprises 18 Corp Note 1.950% Due 03/04/2020	150,000.00	03/01/2017 1.96%	149,961.00 149,991.19	99.74 2.34%	149,605.05 950.63	0.09% (386.14)	A2 / A A	0.68 0.67
06051GFN4	Bank of America Corp Note 2.250% Due 04/21/2020	1,250,000.00	Various 2.59%	1,246,002.50 1,246,609.17	99.98 2.27%	1,249,791.25 5,468.75	0.76% 3,182.08	A2 / A- A+	0.81 0.79
369550BA5	General Dynamics Corp Note 2.875% Due 05/11/2020	275,000.00	05/08/2018 3.06%	274,026.50 274,580.50	100.50 2.29%	276,363.72 1,098.09	0.17% 1,783.22	A2 / A+ NR	0.87 0.85
69353RFC7	PNC Bank Callable Note Cont 4/19/2020 2.000% Due 05/19/2020	825,000.00	04/01/2019 2.69%	818,697.00 820,058.57	99.73 2.30%	822,805.50 1,925.00	0.50% 2,746.93	A2 / A A+	0.89 0.87
437076BQ4	Home Depot Note 1.800% Due 06/05/2020	235,000.00	05/24/2017 1.82%	234,863.70 234,957.72	99.65 2.18%	234,184.08 305.50	0.14% (773.64)	A2 / A A	0.93 0.92
40428HPV8	HSBC USA Inc Note 2.750% Due 08/07/2020	947,000.00	Various 2.43%	950,396.40 950,248.56	100.50 2.28%	951,775.73 10,417.00	0.58% 1,527.17	A2 / A AA-	1.11 1.07
857477AS2	State Street Bank Note 2.550% Due 08/18/2020	455,000.00	06/08/2017 1.94%	463,499.40 458,028.19	100.44 2.15%	457,022.02 4,286.48	0.28% (1,006.17)	A1 / A AA-	1.14 1.10
857477AS2	State Street Bank Note 2.550% Due 08/18/2020	600,000.00	06/17/2019 2.24%	602,136.00 602,075.83	100.44 2.15%	602,666.40 5,652.50	0.37% 590.57	A1 / A AA-	1.14 1.10
14913Q2A6	Caterpillar Finl Service Note 1.850% Due 09/04/2020	355,000.00	09/05/2017 1.88%	354,701.80 354,882.41	99.65 2.15%	353,749.69 2,134.44	0.21% (1,132.72)	A3 / A A	1.18 1.15
69371RN85	Paccar Financial Corp Note 2.050% Due 11/13/2020	135,000.00	11/06/2017 2.05%	134,987.85 134,994.45	99.92 2.11%	134,897.00 369.00	0.08% (97.45)	A1 / A+ NR	1.38 1.34
94974BGR5	Wells Fargo Corp Note 2.550% Due 12/07/2020	1,440,000.00	05/06/2016 2.04%	1,471,910.40 1,450,019.71	100.28 2.35%	1,444,036.32 2,448.00	0.87% (5,983.39)	A2 / A- A+	1.44 1.40
931142EA7	Wal-Mart Stores Note 1.900% Due 12/15/2020	945,000.00	10/11/2017 1.95%	943,629.75 944,366.02	99.82 2.03%	943,302.78 798.00	0.57% (1,063.24)	Aa2 / AA AA	1.46 1.43
24422ETZ2	John Deere Capital Corp Note 2.350% Due 01/08/2021	245,000.00	01/03/2018 2.37%	244,872.60 244,935.25	100.30 2.15%	245,731.33 2,766.80	0.15% 796.08	A2 / A A	1.53 1.47

Holdings Report

As of June 30, 2019

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
44932HAB9	IBM Credit Corp Note 1.800% Due 01/20/2021	475,000.00	09/05/2017 1.86%	474,016.75 474,545.15	99.38 2.21%	472,031.73 3,823.75	0.29% (2,513.42)	A1 / A A	1.56 1.51
02665WCD1	American Honda Finance Note 2.650% Due 02/12/2021	180,000.00	02/12/2018 2.70%	179,748.00 179,863.51	100.61 2.26%	181,100.52 1,841.75	0.11% 1,237.01	A2 / A NR	1.62 1.56
69371RN93	Paccar Financial Corp Note 2.800% Due 03/01/2021	250,000.00	02/22/2018 2.82%	249,877.50 249,932.06	100.92 2.24%	252,295.00 2,333.33	0.15% 2,362.94	A1 / A+ NR	1.67 1.61
24422EUD9	John Deere Capital Corp Note 2.875% Due 03/12/2021	245,000.00	03/08/2018 2.90%	244,833.40 244,905.67	101.18 2.17%	247,881.45 2,132.69	0.15% 2,975.78	A2 / A A	1.70 1.64
63743HER9	National Rural Utilities Note 2.900% Due 03/15/2021	400,000.00	Various 2.99%	398,932.00 399,378.98	101.18 2.19%	404,736.00 3,415.56	0.25% 5,357.02	A2 / A A	1.71 1.65
911312BP0	UPS Note 2.050% Due 04/01/2021	380,000.00	11/09/2017 2.10%	379,399.60 379,688.61	99.83 2.15%	379,370.72 1,947.50	0.23% (317.89)	A1 / A+ NR	1.76 1.70
89236TEU5	Toyota Motor Credit Corp Note 2.950% Due 04/13/2021	295,000.00	04/10/2018 2.96%	294,882.00 294,929.80	101.38 2.16%	299,060.09 1,885.54	0.18% 4,130.29	Aa3 / AA- A+	1.79 1.72
38141GVU5	Goldman Sachs Group Inc Callable Note Cont 3/25/21 2.625% Due 04/25/2021	470,000.00	10/27/2017 2.50%	471,908.20 470,973.32	100.34 2.42%	471,598.00 2,261.88	0.29% 624.68	A3 / BBB+ A	1.82 1.68
427866BA5	Hershey Foods Corp Note 3.100% Due 05/15/2021	200,000.00	05/03/2018 3.12%	199,862.00 199,914.27	101.71 2.16%	203,425.20 792.22	0.12% 3,510.93	A1 / A NR	1.88 1.81
172967LC3	Citigroup Inc Callable Note Cont 11/8/2021 2.900% Due 12/08/2021	460,000.00	11/15/2017 2.66%	464,103.20 462,433.10	101.04 2.44%	464,770.66 852.28	0.28% 2,337.56	A3 / BBB+ A	2.44 2.26
06406RAA5	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.600% Due 02/07/2022	1,000,000.00	02/07/2017 2.59%	1,000,460.00 1,000,240.22	101.01 2.19%	1,010,089.00 10,400.00	0.61% 9,848.78	A1 / A AA-	2.61 2.40
05531FAX1	BB & T Corp. Callable Note Cont 3/1/2022 2.750% Due 04/01/2022	710,000.00	04/03/2017 2.59%	715,360.50 712,916.83	101.21 2.28%	718,594.55 4,881.25	0.44% 5,677.72	A2 / A- A+	2.76 2.55
89236TEC5	Toyota Motor Credit Corp Note 2.150% Due 09/08/2022	475,000.00	09/08/2017 2.18%	474,439.50 474,641.61	100.12 2.11%	475,546.73 3,205.59	0.29% 905.12	Aa3 / AA- A+	3.19 3.05
TOTAL US Corporate		16,682,000.00	2.36%	16,712,779.60 16,693,745.66	2.25%	16,729,428.01 107,329.02	10.14% 35,682.35	A1 / A A+	1.37 1.31
US Treasury									
912796SA8	US Treasury Bill 2.401% Due 07/25/2019	470,000.00	02/05/2019 2.46%	464,702.46 469,247.69	99.84 2.46%	469,247.69 0.00	0.28% 0.00	P-1 / A-1+ F-1+	0.07 0.07
912796SA8	US Treasury Bill 2.401% Due 07/25/2019	12,590,000.00	02/05/2019 2.46%	12,448,093.56 12,569,847.61	99.84 2.46%	12,569,847.61 0.00	7.57% 0.00	P-1 / A-1+ F-1+	0.07 0.07

Holdings Report

As of June 30, 2019

City of Pittsburgh Total Consolidated - Account #10638

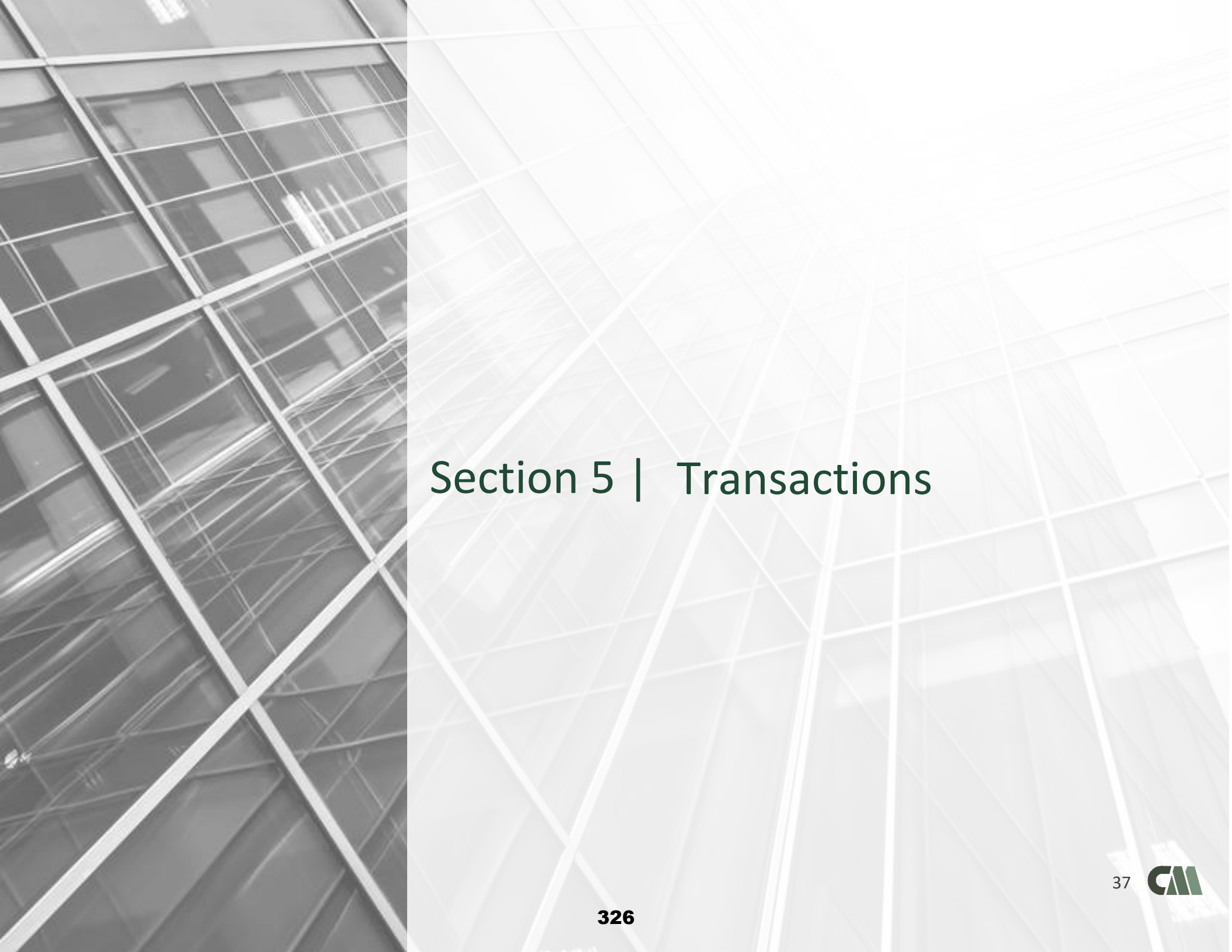
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912796SB6	US Treasury Bill 5.277% Due 08/01/2019	879,000.00	02/01/2019 5.48%	858,770.77 875,005.69	99.55 5.48%	875,005.69 0.00	0.53% 0.00	P-1 / A-1+ F-1+	0.09 0.09
912796SE0	US Treasury Bill 2.432% Due 08/22/2019	225,000.00	02/26/2019 2.49%	222,340.55 224,209.76	99.65 2.49%	224,209.76 0.00	0.13% 0.00	P-1 / A-1+ F-1+	0.15 0.14
912796SE0	US Treasury Bill 2.432% Due 08/22/2019	1,520,000.00	02/26/2019 2.49%	1,502,033.92 1,514,661.51	99.65 2.49%	1,514,661.51 0.00	0.91% 0.00	P-1 / A-1+ F-1+	0.15 0.14
912796SE0	US Treasury Bill 2.432% Due 08/22/2019	740,000.00	02/26/2019 2.49%	731,253.35 737,401.00	99.65 2.49%	737,401.00 0.00	0.44% 0.00	P-1 / A-1+ F-1+	0.15 0.14
912796SE0	US Treasury Bill 2.432% Due 08/22/2019	315,000.00	02/26/2019 2.49%	311,276.77 313,893.67	99.65 2.49%	313,893.67 0.00	0.19% 0.00	P-1 / A-1+ F-1+	0.15 0.14
912828VF4	US Treasury Note 1.375% Due 05/31/2020	190,000.00	12/02/2015 1.56%	188,478.52 189,689.21	99.42 2.01%	188,901.61 221.28	0.11% (787.60)	Aaa / AA+ AAA	0.92 0.91
912828XU9	US Treasury Note 1.500% Due 06/15/2020	1,000,000.00	10/12/2018 2.82%	978,632.81 987,720.01	99.56 1.97%	995,586.00 655.74	0.60% 7,865.99	Aaa / AA+ AAA	0.96 0.95
912828B90	US Treasury Note 2.000% Due 02/28/2021	25,000.00	10/03/2016 1.15%	25,910.16 25,344.35	100.30 1.82%	25,075.20 167.12	0.02% (269.15)	Aaa / AA+ AAA	1.67 1.62
912828WY2	US Treasury Note 2.250% Due 07/31/2021	775,000.00	11/22/2016 1.78%	791,468.75 782,324.79	100.99 1.76%	782,689.55 7,273.65	0.48% 364.76	Aaa / AA+ AAA	2.09 2.01
912828D72	US Treasury Note 2.000% Due 08/31/2021	2,085,000.00	Various 1.82%	2,100,526.95 2,092,798.79	100.53 1.75%	2,096,075.52 13,937.77	1.27% 3,276.73	Aaa / AA+ AAA	2.17 2.10
912828T67	US Treasury Note 1.250% Due 10/31/2021	1,075,000.00	Various 1.85%	1,047,376.95 1,060,554.67	98.89 1.74%	1,063,032.03 2,263.93	0.64% 2,477.36	Aaa / AA+ AAA	2.34 2.28
912828U81	US Treasury Note 2.000% Due 12/31/2021	535,000.00	06/26/2017 1.72%	541,499.41 538,606.84	100.67 1.72%	538,594.67 29.08	0.32% (12.17)	Aaa / AA+ AAA	2.51 2.43
912828V72	US Treasury Note 1.875% Due 01/31/2022	1,095,000.00	05/08/2017 1.90%	1,093,802.34 1,094,344.65	100.35 1.74%	1,098,850.02 8,564.14	0.67% 4,505.37	Aaa / AA+ AAA	2.59 2.50
912828H86	US Treasury Note 1.500% Due 01/31/2022	540,000.00	07/05/2017 1.88%	531,119.53 534,971.81	99.44 1.72%	536,962.50 3,378.73	0.33% 1,990.69	Aaa / AA+ AAA	2.59 2.51
912828P4	US Treasury Note 1.875% Due 07/31/2022	230,000.00	01/02/2018 2.22%	226,585.94 227,696.69	100.45 1.72%	231,033.16 1,798.86	0.14% 3,336.47	Aaa / AA+ AAA	3.09 2.96
912828W9	US Treasury Note 1.875% Due 09/30/2022	1,200,000.00	04/02/2018 2.54%	1,166,109.37 1,175,470.62	100.49 1.72%	1,205,906.40 5,655.74	0.73% 30,435.78	Aaa / AA+ AAA	3.25 3.13
912828L57	US Treasury Note 1.750% Due 09/30/2022	730,000.00	06/04/2018 2.74%	700,857.03 708,064.23	100.07 1.73%	730,513.19 3,211.20	0.44% 22,448.96	Aaa / AA+ AAA	3.25 3.13
912828M80	US Treasury Note 2.000% Due 11/30/2022	1,250,000.00	04/08/2019 2.30%	1,236,962.89 1,237,775.87	100.90 1.73%	1,261,278.75 2,117.49	0.76% 23,502.88	Aaa / AA+ AAA	3.42 3.29

Holdings Report

As of June 30, 2019

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912828Q29	US Treasury Note 1.500% Due 03/31/2023	570,000.00	05/01/2018 2.82%	535,800.00 543,902.01	99.17 1.73%	565,257.60 2,149.18	0.34% 21,355.59	Aaa / AA+ AAA	3.75 3.62
TOTAL US Treasury		28,039,000.00	2.43%	27,703,602.03 27,903,531.47	2.28%	28,024,023.13 51,423.91	16.90% 120,491.66	Aaa / AAA Aaa	1.08 1.05
TOTAL PORTFOLIO		165,500,887.55	1.18%	165,119,058.46 165,339,476.13	1.10%	165,770,022.65 344,628.58	100.00% 430,546.52	Aa1 / AA+ Aaa	0.66 0.55
TOTAL MARKET VALUE PLUS ACCRUALS						166,114,651.23			



Section 5 | Transactions

Transaction Ledger

As of June 30, 2019

City of Pittsburgh Total Consolidated - Account #10638

March 31, 2019 through June 30, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/02/2019	06417G5Q7	1,300,000.00	Bank of Nova Scotia Yankee CD 2.61% Due: 12/23/2019	100.020	2.58%	1,300,262.41	1,036.75	1,301,299.16	0.00
Purchase	04/03/2019	69353RFC7	825,000.00	PNC Bank Callable Note Cont 4/19/2020 2% Due: 05/19/2020	99.236	2.69%	818,697.00	6,141.67	824,838.67	0.00
Purchase	04/09/2019	912828M80	1,250,000.00	US Treasury Note 2% Due: 11/30/2022	98.957	2.30%	1,236,962.89	8,928.57	1,245,891.46	0.00
Purchase	04/18/2019	3135G0V59	1,000,000.00	FNMA Note 2.25% Due: 04/12/2022	99.502	2.42%	995,020.00	375.00	995,395.00	0.00
Purchase	04/30/2019	06051GFN4	750,000.00	Bank of America Corp Note 2.25% Due: 04/21/2020	99.593	2.68%	746,947.50	421.88	747,369.38	0.00
Purchase	05/17/2019	62479MWG4	1,100,000.00	MUFG Bank Ltd/NY Discount CP 2.52% Due: 09/16/2019	99.146	2.58%	1,090,606.00	0.00	1,090,606.00	0.00
Purchase	05/21/2019	313379Q69	1,100,000.00	FHLB Note 2.125% Due: 06/10/2022	99.655	2.24%	1,096,205.00	10,453.82	1,106,658.82	0.00
Purchase	06/05/2019	06051GFN4	500,000.00	Bank of America Corp Note 2.25% Due: 04/21/2020	99.811	2.47%	499,055.00	1,375.00	500,430.00	0.00
Purchase	06/12/2019	40428HPV8	295,000.00	HSBC USA Inc Note 2.75% Due: 08/07/2020	100.392	2.40%	296,156.40	2,816.84	298,973.24	0.00
Purchase	06/13/2019	40428HPV8	552,000.00	HSBC USA Inc Note 2.75% Due: 08/07/2020	100.350	2.44%	553,932.00	5,313.00	559,245.00	0.00
Purchase	06/13/2019	40428HPV8	100,000.00	HSBC USA Inc Note 2.75% Due: 08/07/2020	100.308	2.48%	100,308.00	962.50	101,270.50	0.00
Purchase	06/17/2019	3133834G3	1,000,000.00	FHLB Note 2.125% Due: 06/09/2023	100.747	1.93%	1,007,470.00	472.22	1,007,942.22	0.00
Purchase	06/19/2019	857477AS2	600,000.00	State Street Bank Note 2.55% Due: 08/18/2020	100.356	2.24%	602,136.00	5,142.50	607,278.50	0.00
Subtotal			10,372,000.00				10,343,758.20	43,439.75	10,387,197.95	0.00
Security Contribution	04/30/2019	90PITT\$01	6,434,764.26	City of Pittsburgh Investment Pools	1.000		6,434,764.26	0.00	6,434,764.26	0.00

Transaction Ledger

As of June 30, 2019

City of Pittsburg Total Consolidated - Account #10638

March 31, 2019 through June 30, 2019

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Security Contribution	06/30/2019	90PITT\$01	2,500,000.00	City of Pittsburg Investment Pools	1.000		2,500,000.00	0.00	2,500,000.00	0.00
Subtotal			8,934,764.26				8,934,764.26	0.00	8,934,764.26	0.00
TOTAL ACQUISITIONS			19,306,764.26				19,278,522.46	43,439.75	19,321,962.21	0.00
DISPOSITIONS										
Sale	04/18/2019	912828TR1	600,000.00	US Treasury Note 1% Due: 09/30/2019	99.355	2.44%	596,132.81	295.08	596,427.89	610.61
Sale	06/17/2019	912828TR1	900,000.00	US Treasury Note 1% Due: 09/30/2019	99.652	2.21%	896,871.09	1,918.03	898,789.12	1,145.35
Subtotal			1,500,000.00				1,493,003.90	2,213.11	1,495,217.01	1,755.96
Maturity	04/05/2019	06417GUE6	1,150,000.00	Bank of Nova Scotia Yankee CD 1.91% Due: 04/05/2019	100.000		1,150,000.00	0.00	1,150,000.00	0.00
Maturity	04/29/2019	06370RTS8	750,000.00	Bank of Montreal Chicago Yankee CD 2.8% Due: 04/29/2019	100.000		750,000.00	6,708.33	756,708.33	0.00
Maturity	05/02/2019	713448DR6	355,000.00	Pepsico Inc. Note 1.55% Due: 05/02/2019	100.000		355,000.00	0.00	355,000.00	0.00
Maturity	05/17/2019	62479MSH7	1,000,000.00	MUFG Bank Ltd/NY Discount CP 2.71% Due: 05/17/2019	99.097		1,000,000.00	0.00	1,000,000.00	0.00
Maturity	06/04/2019	21687BT43	1,500,000.00	Rabobank Nederland NV NY Discount CP 2.55% Due: 06/04/2019	98.173		1,500,000.00	0.00	1,500,000.00	0.00
Maturity	06/14/2019	89233HTE4	500,000.00	Toyota Motor Credit Discount CP 2.6% Due: 06/14/2019	98.050		500,000.00	0.00	500,000.00	0.00
Maturity	06/20/2019	912796QM4	3,010,000.00	US Treasury Bill 2.392% Due: 06/20/2019	100.000		3,010,000.00	0.00	3,010,000.00	0.00
Maturity	06/21/2019	78012UHW8	1,500,000.00	Royal Bank of Canada Yankee CD 2.68% Due: 06/21/2019	100.000		1,500,000.00	30,485.00	1,530,485.00	0.00
Subtotal			9,765,000.00				9,765,000.00	37,193.33	9,802,193.33	0.00
TOTAL DISPOSITIONS			11,265,000.00				11,258,003.90	39,406.44	11,297,410.34	1,755.96

Important Disclosures

As of June 30, 2019

2019 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

ICE BAML 1-3 Yr US Treasury/Agency Index

The ICE BAML 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: G1A0. Please visit www.mlindex.ml.com for more information)



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Consideration of a City Council Request for a Future Agenda Item
Related to a Landscaping Maintenance Master Plan

MEETING DATE: August 19, 2019

EXECUTIVE SUMMARY

At the July 15, 2019, meeting, Councilmember Holland Barrett White requested a future agenda item related to development of a master plan for addressing the maintenance of landscaping within City-maintained rights-of-way, medians, and other properties. As part of this item, the City Council will consider directing staff to further evaluate the scope, cost, and steps necessary to produce a landscaping maintenance master plan.

FISCAL IMPACT

There is a potentially substantial fiscal impact to the City for the preparation of a landscaping master plan resulting from the amount of staff time that would need to be directed to development of such a plan. Additional fiscal impacts could result from implementation actions of the plan, such as additional maintenance or replacement landscaping. The estimated number of staff hours that would be dedicated to evaluating the scope, cost, and steps necessary to produce a landscaping maintenance master plan is estimated to be around 20; additional time would be required for developing the final plan. Staff from the Public Works, Engineering, and Finance Departments would be impacted.

RECOMMENDATION

City Council accept the report and move to direct staff to further evaluate the scope, cost, and steps necessary to produce a landscaping maintenance master plan.

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 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 Landscaping and Lighting Assessment District (LLD) 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 majority of the City. For the upcoming fiscal year, the 88-01 District will fund approximately 71 percent of the expenditures needed for lighting and landscape maintenance, with the General Fund providing approximately 26 percent of the funding, and Measure J providing the remainder; however, the overall cost will continue to rise, while the existing amount assessed to each parcel remains fixed. A Landscaping Maintenance Master Plan would potentially provide a roadmap for addressing continued maintenance in light of future costs.

Staff is recommending the City Council not specify a future meeting date to hear this item, and direct staff to begin discussions on a potential master plan with the Finance Subcommittee. It is anticipated that this would be brought back before the City Council prior to the Fiscal Year 2020-2021 Budget Workshop.

Report Prepared By: Garrett Evans, City Manager