



CITY OF PITTSBURG AGENDA

August 21, 2017

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

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

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

**CITY COUNCIL
HOUSING AUTHORITY**

PRESIDING

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

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

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

NOTICE TO PUBLIC (Attached)

COUNCIL COMMITTEES LIST (Attached)

COMMISSIONS/COMMITTEES MEETING SCHEDULE (Attached)

AUDIENCE REMARKS

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

6:00 P.M.

CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6):

Agency designated representatives: Joe Sbranti, Garrett Evans; Employee organizations: Police Managers' Group (PMG)

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION FOR THE CITY OF PITTSBURG (Paragraph (1) of subdivision (d) of Section 54956.9):

Genon Energy, Inc. Chapter 11, US Bankruptcy Court for the Southern District of Texas, Houston Division, Case No. 17-33695(DRJ)

Wade Derby v. City of Pittsburg, et al; United States District Court, Northern District of California, Case No. 3:16-cv-05469-SI

Michael Sibbitt, Jr. v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04377-SK

Elisabeth Anne Terwilliger v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04373-MEJ

Humberto Martinez, Deceased, through his co-successors in interest v. City of Pittsburg; United States District Court Northern District of California Civil Action No. 17-4246 EDL

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Contra Costa Water District Updates

Business Improvement District

Update on Police Crime Data

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

3. Minutes

Minutes of July 17, 2017

4. Disbursement Lists

Disbursement List of July 31, 2017

5. Adoption of a Housing Authority Resolution to Approve the Section 8 Management Assessment Program (SEMAP) Certification for Fiscal Year End June 30, 2017

As required compliance with the U.S. Department of Housing and Urban Development (HUD), the Housing Authority of the City of Pittsburgh (Housing Authority) has prepared the Section 8 Management Assessment Program (SEMAP) Certification to submit for the period ending June 30, 2017.

ADJOURNMENT OF THE HOUSING AUTHORITY to September 18, 2017

CITY COUNCIL MEETING

PUBLIC HEARING

6. Introduction and Waive First Reading of an Ordinance Amending the Pittsburgh Municipal Code, Title 15, Buildings and Construction, By Adding Section 15.16.070 Electrical Permit – Electric Vehicle Charging Stations

This is the first reading of an ordinance to add Section 15.16.070 Electrical Permit – Electric Vehicle Charging Stations to comply with recently adopted policies of the State of California.

CONSIDERATION

7. Adoption of a City Council Resolution to Create a Master Pay Schedule as Required by California Public Employees' Retirement System

To comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by affirming the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master salary schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

8. Adoption of a City Council Resolution Accepting Plans and Specifications, Awarding Contract 2012-15, Citywide Water and Sewer Rehabilitation Project to A-S Pipelines, Inc., and Authorizing Consultant Agreement Amendment Number 3

Contract 2012-15, Citywide Water and Sewer Rehabilitation Project (the "Project") consists in general of the rehabilitation of sanitary sewer and water facilities at various locations throughout the City. Adoption of the attached Resolution will accept the plans and specifications for the Project, authorize the City Manager to execute a construction contract in the amount of \$6,490,610, with A-S Pipelines, Inc., and authorize Consultant Agreement Amendment Number 3 for the on-call agreement with Hydrosience Engineers.

CONFLICT OF INTEREST STATEMENT

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

CONSENT CALENDAR

COMBINED CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

9. Minutes

Minutes of August 7, 2017

10. Adoption of Memorandum of Understanding between the City of Pittsburg and the Pittsburg Jr. Pirates Football And Cheer Organization

The Park and Recreation Department has prepared a Memorandum of Understanding between the City of Pittsburg and the Pittsburg Jr. Pirates Football and Cheer (PJRFC), a 501 (c) (3) non-profit corporation, stipulating the terms and conditions of the organization's operation at designated City facilities.

11. Receive and File the Treasurer's Report for the Quarter Ending June 30, 2017

Attached is the Treasurer's Report for the fiscal quarter ending June 30, 2017, which includes detailed information on the City and Successor Agency's (Agency) investments.

12. Adoption of a City Council Resolution Approving the Third Amendment to the Exclusive Negotiating Rights Agreement (ENRA) with Discovery Builders, Inc., for a Single-Family Residential Detached Development at Delta View Golf Course/Stoneman Park

On December 15, 2008, the City Council adopted Resolution No. 08-11133 approving an ENRA between the City and Discovery Builders, Inc., to evaluate the potential for a land exchange and development of City-owned lands on a portion of and adjacent to the Delta View Golf Course. Due to the need for extensive interaction with the Department of the Interior, this Third Amendment to the ENRA would extend the term of the ENRA for another three years, to December 15, 2020.

COUNCIL MEMBER REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)
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ADJOURNMENT to September 18, 2017

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2017

Updated February 7, 2017

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

*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 17, 2017

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

CALL TO ORDER

Vice-Chair Longmire called the meeting of the Housing Authority to order at 7:24 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Chair Craft was absent and excused.

COMBINED CITY COUNCIL AND HOUSING AUTHORITY CONSIDERATION ITEM

Member Banales recused himself from Item 5 given that he has financial interest in property within 500 feet of the Woods Grove property. Member Banales left the dais at this time.

5. Adoption of a Joint City Council and Housing Authority Minute Order Regarding the Proposed Project at Woods Grove Apartments

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

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

Member Banales returned to the dais at this time.

HOUSING AUTHORITY CONSENT CALENDAR

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

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

6. Minutes of June 19, 2017
7. Disbursement List of June 30, 2017
8. Adoption of Housing Authority Resolution to Implement the Housing Rehabilitation Loan Program
9. Adoption of Housing Authority Resolution to Implement the First Time Homebuyer Program

ADJOURNMENT

The Housing Authority was adjourned at 7:46 P.M. to August 21, 2017.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURG HOUSING AUTHORITY

Disbursement List Summary

For the month of July 2017

VOUCHERS	Ck#	Amount	HAP ¹	VASH ²	UR ³	Portability	Admin. Fee	TOTAL
	146153 -146275 70117001- 70117486	1,288,875.77	1,105,316.69	132,491.00	9,368.82	35,208.00	6,491.26	1,288,875.77
	146276-146282 71517001-71517020	24,793.58	16,774.00	-	538.00	7,414.00	67.58	24,793.58
	TOTAL	1,313,669.35	1,122,090.69	132,491.00	9,906.82	42,622.00	6,558.84	\$ 1,313,669.35

¹Housing Assistance Payment

²Veterans Affairs Supportive Housing

³Utility Reimbursement

ADMINISTRATIVE EXPENSES	Amount	Description	TOTAL
Paid to City of Pittsburgh (7/17 Operating Expenses)	\$ 36,709.50	Full Time salaries	\$ 36,709.50
	\$ -	Stipend	-
	-	Part Time salaries	-
	-	Overtime salaries	-
	2,778.21	Retirement	2,778.21
	8,219.67	Retirement-Pension bonds	8,219.67
	11,384.82	Health Insurance	11,384.82
	34,874.00	CalPERS Unfunded Liability - Non Sworn	34,874.00
	117.24	Life Insurance	117.24
	968.34	Dental Insurance	968.34
	2,309.37	Workers Comp	2,309.37
	245.72	Unemployment Insurance	245.72
	145.97	Disability Ins.	145.97
	2,788.61	FICA	2,788.61
	665.00	Deferred Compensation	665.00
	842.08	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	842.08
	3,543.67	Retiree OPEB Costs	3,543.67
	-	Office Supplies	-
	-	Textbooks	-
	1,430.86	Postage	1,430.86
	-	Misc Equip & Furniture < \$5,000	-
	-	Other Special Departmental Supplies	-
	21.59	Utilities (Gas, Electric & Water)	21.59
	(384.36)	Telephone - Regular	(384.36)
	-	Telephone - Other	-
	1,442.00	Membership Dues & Subscriptions	1,442.00
	1,829.77	Travel, Training, & Conference	1,829.77
	1,652.75	Insurance - Alloc Chgs	1,652.75
	-	Legal Fees	-
	-	Auditing Expense	-
	-	Settlement Hearing	-
	5,679.80	Other Contractual & Professional Service	5,679.80
	-	Advertising & Promotion	-
	-	Maintenance Agreements	-
	-	Maintenance & Repairs	-
	-	Equipment Rental	-
	2,375.00	Building Rental	2,375.00
	545.50	Fleet Maintenance Alloc Chgs	545.50
	1,289.17	Building Maintenance Alloc Chgs	1,289.17
	2,201.58	Information Systems Alloc Chgs	2,201.58
	-	Bad Debt Expense	-
	4,551.75	Admin overhead paid to city	4,551.75
	-	Legal - Non Retainer/Non Reimbursable	-
	40.08	Utilities (Gas, Electric, & Water) - Rental	40.08
	-	Advertising & Promotion	-
	-	Maintenance & Repairs - Rental	-
	-	Property Tax payment - Rental	-
	205.66	Other fees - Rental	205.66
	-	Lighting & Landscape Assessment - Rental	-
	-	CCCERA Interfund Loan Payback	-
	1,410.67	Transfer-Out to OPEB (Unfunded Liabilities)	1,410.67
TOTAL	129,884.02		129,884.02

VOIDED CHECKS & ADJUSTMENTS	Ck#	Amount	Reason	TOTAL
	146183	(154.00)	Voided - change of household - reissued on 8/1/17	(154.00)
	70117102	(847.00)	ACH return - reissued on 8/1/17	(847.00)
	70117230	(1,093.00)	ACH return - reissued on 8/1/17	(1,093.00)
				-
				-
				-
TOTAL		(2,094.00)		\$ (2,094.00)

Diane Agan 8/3/17

NET of Issued and Voided **\$ 1,441,459.37**

8/3/17

Check Summary

July 1, 2017

Check Number	Check Date	Payee Tax ID	Payee	Amount
Choice Voucher				
* 146153	7/1/17	*****2494	Amana K Cornish	171.00
146154	7/1/17	*****1508	Angela N Taylor	183.00
146156	7/1/17	*****6117	Athena A Ruiz	136.00
146157	7/1/17	*****6193	Chanel J Brown	96.00
146158	7/1/17	*****8598	Cheryl A Edwards	43.00
146159	7/1/17	*****5232	Danielle M Thomas	83.00
146160	7/1/17	*****6094	Devon D Cravanas	24.00
146161	7/1/17	*****7930	Donald R Watson, Sr.	344.89
146162	7/1/17	*****2940	Donnette L Terrell	103.00
146163	7/1/17	*****1073	Ebony M Kennedy	19.00
146164	7/1/17	*****2521	Erica W Kelley	179.00
146165	7/1/17	*****7375	Johnnie B Hayes	1.00
146166	7/1/17	*****6990	Kaylah J Ward	19.00
146167	7/1/17	*****6519	Krystal M Williams	82.00
146168	7/1/17	*****6385	Marcia Price	85.00
146169	7/1/17	*****7280	Mareece M Harrison	19.00
146170	7/1/17	*****5133	Mary P Grigsby	16.00
146171	7/1/17	*****8665	Nieza M Burrus	117.00
146172	7/1/17	*****4119	Pashenia D Sanders	158.00
146173	7/1/17	*****6216	Ricola N Tiger	23.00
146174	7/1/17	*****6935	Samaiyah A Warren	131.00
146176	7/1/17	*****1512	Shawn A Prince	4.00
146177	7/1/17	*****3058	Sherlina R Reed	75.00
146178	7/1/17	*****3542	Starr C Bronson	11.00
146180	7/1/17	*****5605	Tomicka M Brumfield	66.00
146183	7/1/17	*****7492	Yeong P McMorris	154.00
146184	7/1/17	*****7435	Mary L Parker	204.00
146185	7/1/17	*****1418	Patricia A Blocker	51.00
146186	7/1/17	*****8240	Vanna L Warga	172.00
146188	7/1/17	*****2890	Raquel E Miller	30.00
146189	7/1/17	*****0864	Rochelle Scurlock	88.00
146190	7/1/17	*****8623	Kimberly A Limas	138.00
146191	7/1/17	*****7724	Carla R Fortenberry	5.00
146192	7/1/17	*****4208	Ono c Rothschild	171.00

146193	7/1/17	*****2184	Evelyn Smith	295.00
146194	7/1/17	*****1433	Tamiesha S Smith	83.00
146195	7/1/17	*****8774	Natalie T Bessard	102.00
146196	7/1/17	*****2077	Samantha L Reed	5.00
146197	7/1/17	*****6624	Cyndie I Bliss	62.00
146198	7/1/17	*****8683	Angel M Gulley	81.00
146199	7/1/17	*****4785	Kanya D Ridley	214.00
146200	7/1/17	*****6527	Brandi N Davis	176.00
146201	7/1/17	*****5753	Kevin j Hernandez	218.00
146202	7/1/17	*****6015	Sherron A Camp	218.00
146203	7/1/17	*****7911	Jackie I Haywood	172.00
146204	7/1/17	*****2405	Christina M Torres-Turner	179.00
146205	7/1/17	*****6241	Felisha L Lee	145.00
146206	7/1/17	*****2941	Sadrina Sims	214.00
146207	7/1/17	*****4353	Linda S Killion	11.00
146208	7/1/17	*****3256	Melanie M Brooks	14.00
146209	7/1/17	*****5492	Michelle m Williams	89.00
146210	7/1/17	*****3136	Sheree M Nessler	119.00
146211	7/1/17	*****0046	Letta D Christian	91.00
146212	7/1/17	*****7135	Michele N Nichols	55.00
146213	7/1/17	*****5626	Lashawn P Fields	42.00
146214	7/1/17	*****4702	Tracey S Russell	14.00
146215	7/1/17	*****4331	Mildred L Edwards	151.00
146216	7/1/17	*****4559	Julie A Young	44.00
146217	7/1/17	*****4831	Valencia M Griffin	51.00
146218	7/1/17	*****0248	Abdul A Wardak	25.00
146219	7/1/17	*****1015	Jessica D Parker	214.00
146220	7/1/17	*****2695	Monique Thompson	27.00
146221	7/1/17	*****5298	Gloria F Nelson	19.00
146222	7/1/17	*****6507	Melissa R Griffin	14.00
146223	7/1/17	*****3602	Michelle R Moorehead	8.00
146224	7/1/17	*****3869	Charlene M Best	87.00
146225	7/1/17	*****4721	Ebony N Manning	66.00
146226	7/1/17	*****2217	Camille A Lascano	1.00
146227	7/1/17	*****8078	Lisa E Gordon	12.00
146229	7/1/17	*****7191	Marcelene Brooks	68.00
146230	7/1/17	*****3065	Amber S Beshears	11.00
146231	7/1/17	*****1391	Cynthia L Walters	151.00
146232	7/1/17	*****1606	Tamika Brown	39.00
146233	7/1/17	*****3905	Avisha c Augustus	106.00
146234	7/1/17	*****5083	Crystal j Houston	131.00

146235	7/1/17	*****1696	Angela M Lenzi	29.00
146236	7/1/17	*****3183	Sonja I Campos	40.00
146237	7/1/17	*****5072	Chawnette D Sneed	47.00
146238	7/1/17	*****3490	Tameca L Reese	155.00
146239	7/1/17	*****8818	Lisa n Macpheators	129.00
146240	7/1/17	*****2559	Amira C Smith	35.00
146241	7/1/17	*****8566	Twyla M Lumsey	29.00
146242	7/1/17	*****3277	Stacie J Hogan	41.00
146243	7/1/17	*****6969	Judy J Nelum	9.00
146244	7/1/17	*****3349	Iris S Randall	37.00
146245	7/1/17	*****0840	Dalisha L Bernstine	101.00
146246	7/1/17	*****7242	Johnisha K Downs	100.00
146247	7/1/17	*****1238	Ramonda A Carlos	141.00
146248	7/1/17	*****6995	Graciela Arroyo	63.00
146249	7/1/17	*****7390	Masuda Nawabi	28.00
146250	7/1/17	*****1951	Vinisha D Thornton	214.00
146251	7/1/17	*****5549	Jessica L Williams	9.00
146252	7/1/17	*****7822	Daudi K Edmond	41.00
146253	7/1/17	*****5758	Monique c Chaves	113.00
146254	7/1/17	*****3226	Riquel A Neal	190.00
146255	7/1/17	*****1164	Michelle M Balestrieri	144.00
146256	7/1/17	*****6095	Leilani S Gomez	39.00
146257	7/1/17	*****7882	Deja L Horton	158.00
146258	7/1/17	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	2,000.00
146259	7/1/17	*****9326	Western Addition Apartments, LLC	1,463.00
146260	7/1/17	*****8574	Alamo Square Apartments LLC	2,014.00
146261	7/1/17	*****9810	Housing Authority of the County of Alameda	7,848.90
146262	7/1/17	*****9810	Housing Authority of the County of Alameda	1,592.74
146264	7/1/17		Los Angeles County Housing Authority	1,892.58
146265	7/1/17	*****3423	Sally Lea Hickman	2,064.00
146266	7/1/17	*****0978	King County Housing Authority	1,414.58
146267	7/1/17	*****6908	Haiyan Lan	2,076.00
146268	7/1/17	*****1494	Xiangwen Lu	1,437.00
146269	7/1/17	*****3848	Leticia Carasi Malasig	204.00
146270	7/1/17	*****3124	Dante McDonald	1,036.00
146271	7/1/17	*****2593	Ba Nguyen Thu Thi Ngo	1,741.00
146272	7/1/17	*****6230	Effie R. Page	1,673.00
146273	7/1/17	*****9182	Lorene Paysinger	1,790.00
146274	7/1/17	*****7243	Linda Phon	932.00

146275	7/1/17	*****4614	Vincenzo Signorino		1,341.00
* 70117001	7/1/17	*****2626	9th Street Associates, LP	DD - ES	3,945.00
70117002	7/1/17	*****0229	Meerwais Abdiani	DD - ES	877.00
70117003	7/1/17	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	5,630.00
70117004	7/1/17	*****3963	Rohit V Aggarwal	DD - ES	900.00
70117005	7/1/17	*****6232	Rosario Aguilar	DD - ES	885.00
70117006	7/1/17	*****9530	Demetrius Alexander	DD - ES	1,365.00
70117007	7/1/17	*****2539	Ida Alfaro	DD - ES	368.00
70117008	7/1/17	*****3510	Altisource Residential Corporation	DD - ES	1,049.00
70117009	7/1/17	*****9681	Dale Alvarez	DD - ES	1,489.00
70117010	7/1/17	*****0387	James or Brenda Anderson	DD - ES	2,183.00
70117011	7/1/17	*****5255	Linda S Anderson	DD - ES	2,734.00
70117012	7/1/17	*****2467	Waheed Arabshahi	DD - ES	1,822.00
70117013	7/1/17	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,955.00
70117014	7/1/17	*****0707	Sergeant or Sima Austin	DD - ES	1,329.00
70117015	7/1/17	*****3967	Ajay Banga	DD - ES	2,800.00
70117016	7/1/17	*****2764	Mel L. Banagan	DD - ES	1,369.00
70117017	7/1/17	*****4138	Carlos G. Barraza	DD - ES	820.00
70117018	7/1/17	*****3909	Ken Bartlett	DD - ES	1,701.00
70117019	7/1/17	*****7446	Bay Burg Property, LLC	DD - ES	1,031.00
70117020	7/1/17	*****5979	John Bedford	DD - ES	376.00
70117021	7/1/17	*****9093	Holly Beech	DD - ES	3,953.00
70117023	7/1/17	*****8439	Frank Belleci	DD - ES	1,379.00
70117024	7/1/17	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,668.00
70117025	7/1/17	*****2521	Belmont Apartments	DD - ES	15,218.00
70117026	7/1/17	*****2521	Belmont Apartments	DD - ES	16,524.00
70117027	7/1/17	*****2521	Belmont Apartments	DD - ES	16,920.00
70117028	7/1/17	*****2521	Belmont Apartments	DD - ES	17,333.00
70117029	7/1/17	*****2521	Belmont Apartments	DD - ES	8,069.00
70117030	7/1/17	*****5996	Alex Benjamen	DD - ES	1,567.00
70117031	7/1/17	*****7889	Tennyson Berry	DD - ES	2,483.00
70117032	7/1/17	*****0044	Teresita R. Berdiago	DD - ES	783.00
70117033	7/1/17	*****8634	Bethel Global Development LLC	DD - ES	1,339.00
70117034	7/1/17	*****7075	Som N Bhatia	DD - ES	1,743.00
70117035	7/1/17	*****0602	Pinakin Bhatt	DD - ES	2,103.00
70117036	7/1/17	*****8470	Joseph B. Bachir	DD - ES	1,064.00
70117037	7/1/17	*****3895	Anthony L. Blackburn	DD - ES	1,425.00
70117038	7/1/17	*****3502	Black Diamond Management	DD - ES	1,384.00
70117039	7/1/17	*****7357	Shanxia Yang Bolton	DD - ES	440.00

70117040	7/1/17	*****5924	Steven Booras	DD - ES	1,477.00
70117041	7/1/17	*****3037	Kelly Ann Bradford	DD - ES	1,545.00
70117042	7/1/17	*****3015	Michael Brady	DD - ES	499.00
70117043	7/1/17	*****5829	Brian Carter	DD - ES	1,078.00
70117044	7/1/17	*****0658	Earlean Brown	DD - ES	2,331.00
70117045	7/1/17	*****6215	Janet Brown	DD - ES	715.00
70117046	7/1/17	*****7469	Jessica G. or Sean Brophy	DD - ES	1,188.00
70117047	7/1/17	*****9783	Lauren H Brown	DD - ES	1,324.00
70117048	7/1/17	*****9954	Blue Sapphire Homes, Inc.	DD - ES	1,902.00
70117049	7/1/17	*****2142	Huong T. Bui	DD - ES	2,699.00
70117050	7/1/17	*****3187	Burga Family California Trust	DD - ES	1,975.00
70117052	7/1/17	*****5586	John R. Burk or Carla Burk	DD - ES	1,565.00
70117054	7/1/17	*****3026	Jerome Busby	DD - ES	2,021.00
70117055	7/1/17	*****7349	Xuelong Cao	DD - ES	774.00
70117057	7/1/17	*****4042	Donnell I. Carson	DD - ES	1,715.00
70117058	7/1/17	*****5079	Castle Creek Company, Inc.	DD - ES	1,207.00
			Trust Account		
70117059	7/1/17	*****8164	Ricardo C. Cayabyab	DD - ES	1,387.00
70117060	7/1/17	*****6869	Cora Ann Chambers	DD - ES	1,542.00
70117061	7/1/17	*****6228	Gayle Chamberlain	DD - ES	858.00
70117062	7/1/17	*****0398	Kan Chuen Chan	DD - ES	2,020.00
70117063	7/1/17	*****5571	P. M. Chaobal	DD - ES	2,600.00
70117064	7/1/17	*****1853	Hong Chen	DD - ES	2,304.00
70117065	7/1/17	*****8946	Jienlin Chen	DD - ES	2,017.00
70117066	7/1/17	*****0128	Ping Chen	DD - ES	1,359.00
70117067	7/1/17	*****2680	Sherry Chen	DD - ES	569.00
70117068	7/1/17	*****5473	Hwa-Yoong Chiu	DD - ES	1,704.00
70117069	7/1/17	*****3211	Ada Choi	DD - ES	1,851.00
70117070	7/1/17	*****2454	Chun Ok Choi	DD - ES	1,502.00
70117071	7/1/17	*****0310	City of Pittsburg Housing Authority	DD - ES	4,985.00
70117072	7/1/17	*****3591	Juan F. Clara	DD - ES	1,523.00
70117073	7/1/17	*****7054	Ping Cao	DD - ES	1,427.00
70117074	7/1/17	*****1362	College Park Housing Authority	DD - ES	1,140.58
70117075	7/1/17	*****9873	Angel Contreras	DD - ES	2,394.00
70117076	7/1/17	*****8060	Betty Conner	DD - ES	958.00
70117077	7/1/17	*****3394	Kim Cortesi	DD - ES	1,700.00
70117085	7/1/17	*****7194	Maria G. Costa	DD - ES	739.00
70117086	7/1/17	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	1,681.00
70117087	7/1/17	*****9808	Yolo County Housing Authority	DD - ES	445.58

70117088	7/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	17,756.00
70117089	7/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	19,302.00
70117090	7/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	16,525.00
70117091	7/1/17	*****6569	Jeannette D. Crespo	DD - ES	2,190.00
70117092	7/1/17	*****4259	Junie Varela Crosby	DD - ES	1,230.00
70117093	7/1/17	*****9605	Michelle D. Crosby	DD - ES	1,226.00
70117094	7/1/17	*****7900	Patricia Crosby	DD - ES	1,225.00
70117095	7/1/17	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	1,365.00
70117096	7/1/17	*****2942	Mary F Dahlquist	DD - ES	2,542.00
70117097	7/1/17	*****6248	Justin Dailey	DD - ES	1,255.00
70117098	7/1/17	*****1622	Dam Quang To	DD - ES	3,126.00
70117099	7/1/17	*****8853	Antoinette Davis	DD - ES	364.00
70117100	7/1/17	*****2963	Audrey Davis	DD - ES	911.00
70117101	7/1/17	*****0396	Kesha E. Davis	DD - ES	1,257.00
70117102	7/1/17	*****8929	Kevin Davidson	DD - ES	847.00
70117103	7/1/17	*****4961	Paulette Davis	DD - ES	1,319.00
70117104	7/1/17	*****6115	Roshan M. Davis	DD - ES	1,377.00
70117105	7/1/17	*****9068	Jagdeep or Shashi Dayal	DD - ES	2,500.00
70117106	7/1/17	*****8370	Charles Dellamore	DD - ES	140.00
70117107	7/1/17	*****5882	David De La Torre	DD - ES	1,231.00
70117109	7/1/17	*****1004	Brigitte P. Doan	DD - ES	6,500.00
70117110	7/1/17	*****9716	JoAnn or Larry Domina	DD - ES	1,141.00
70117111	7/1/17	*****5043	Alex Dongallo	DD - ES	500.00
70117112	7/1/17	*****3109	Doniki Dudley	DD - ES	1,733.00
70117113	7/1/17	*****6538	Linda Duong	DD - ES	607.00
70117114	7/1/17	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	7,177.00
70117115	7/1/17	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	1,114.00
70117116	7/1/17	*****3757	Alma B Espiritu	DD - ES	1,702.00
70117117	7/1/17	*****6095	Rosario Espejo	DD - ES	939.00
70117118	7/1/17	*****0055	Gabe Essoe	DD - ES	1,689.00
70117119	7/1/17	*****0484	Pedro Amaya Estrada	DD - ES	1,528.00
70117120	7/1/17	*****7154	Elham Falahat	DD - ES	1,875.00
70117121	7/1/17	*****6027	Jianxin Fang Jia Liu	DD - ES	3,761.00
70117122	7/1/17	*****3835	Michael Mao C/O Jing Feng	DD - ES	2,054.00
70117123	7/1/17	*****8236	Anthony Ferrell	DD - ES	1,506.00

70117124	7/1/17	*****2790	Barbara J. Fierner	DD - ES	1,097.00
70117125	7/1/17	*****9447	Joseph Field	DD - ES	1,262.00
70117126	7/1/17	*****0962	Tochia D. Brewster Fleeton	DD - ES	937.00
70117127	7/1/17	*****5773	Alexander Flowers	DD - ES	1,478.00
70117128	7/1/17	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	1,351.16
70117129	7/1/17	*****4032	Fox Creek Apartments	DD - ES	20,716.00
70117130	7/1/17	*****4032	Fox Creek Apartments	DD - ES	9,920.00
70117131	7/1/17	*****0284	Monica Fraga	DD - ES	1,775.00
70117132	7/1/17	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	1,058.00
70117133	7/1/17	*****8997	Fan Fuller	DD - ES	908.00
70117134	7/1/17	*****9634	Gialene Gaines	DD - ES	1,450.00
70117135	7/1/17	*****8306	Bao Wen Gao	DD - ES	1,809.00
70117136	7/1/17	*****6981	Adraine Gardner	DD - ES	1,834.00
70117137	7/1/17	*****4278	Antoinette L Garcia	DD - ES	1,226.00
70117138	7/1/17	*****7036	David Gardner	DD - ES	3,174.00
70117139	7/1/17	*****0785	Rupesh Garg Samantha Garg	DD - ES	2,218.00
70117140	7/1/17	*****2931	William H. Gardiner	DD - ES	1,746.00
70117141	7/1/17	*****5111	Gateway Apartments	DD - ES	5,040.00
70117142	7/1/17	*****5298	Parvindokht Ghaboulidashti	DD - ES	840.00
70117143	7/1/17	*****2770	Eva Gholson	DD - ES	2,666.00
70117144	7/1/17	*****1145	Vernon or Eva Gholson	DD - ES	2,315.00
70117145	7/1/17	*****5958	Jacqueline Gill	DD - ES	1,049.00
70117146	7/1/17	*****8187	Sukpran Gill	DD - ES	1,626.00
70117147	7/1/17	*****3032	Jesse Gonzaga	DD - ES	923.00
70117148	7/1/17	*****4872	Rodney Green	DD - ES	1,177.00
70117149	7/1/17	*****3361	Rupinder Grewal	DD - ES	1,925.00
70117150	7/1/17	*****7325	Patricia Gridley	DD - ES	835.00
70117151	7/1/17	*****6305	Italo Grossi	DD - ES	1,581.00
70117152	7/1/17	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	1,370.00
70117153	7/1/17	*****0940	Krystle Guan	DD - ES	6,701.00
70117154	7/1/17	*****1575	Bob Gunson Real Estate C/O Julie Hang	DD - ES	1,357.00
70117155	7/1/17	*****5267	Abhilash Gupta	DD - ES	6,612.00
70117156	7/1/17	*****7930	Donald R. Watson, Sr.	DD - ES	1,291.11
70117157	7/1/17	*****2314	Nicole Hackett	DD - ES	1,407.00
70117158	7/1/17	*****6176	Asharfun Nisha Hafiz	DD - ES	1,224.00
70117159	7/1/17	*****0457	Jeffrey Paul Hagler	DD - ES	1,311.00
70117160	7/1/17	*****9827	Delores Jane Hall	DD - ES	1,371.00
70117161	7/1/17	*****1584	Christian L. Hanson	DD - ES	1,325.00
70117162	7/1/17	*****1769	Lawrence Harrold	DD - ES	4,654.00

70117163	7/1/17	*****3902	Yogesh Chamdra Hari Sadita Devi	DD - ES	1,328.00
70117164	7/1/17	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	4,192.00
70117165	7/1/17	*****5859	Chuanhu He	DD - ES	1,598.00
70117166	7/1/17	*****6728	David T. Hennigan	DD - ES	7,191.00
70117167	7/1/17	*****3097	Silvester C. Henderson	DD - ES	3,061.00
70117168	7/1/17	*****7408	Serene Herrmann	DD - ES	2,602.00
70117169	7/1/17	*****1057	Diamond Hillside Apartments	DD - ES	1,005.00
70117170	7/1/17	*****1603	Marva Hill	DD - ES	455.00
70117171	7/1/17	*****6255	Carl E. Hoard II	DD - ES	1,629.00
70117172	7/1/17	*****7386	Hanh Huu Hoang	DD - ES	1,776.00
70117173	7/1/17	*****4106	Albert Ho	DD - ES	1,848.00
70117174	7/1/17	*****2084	Annie Ho The Annie Ho Living Trust	DD - ES	1,307.00
70117175	7/1/17	*****8576	Joyce Ann Hoffman	DD - ES	1,304.00
70117176	7/1/17	*****7451	Gloria H. Holbrook	DD - ES	1,750.00
70117177	7/1/17	*****4543	Ronald G. Holmes	DD - ES	1,267.00
70117178	7/1/17	*****5700	Tony Ho	DD - ES	1,322.00
70117179	7/1/17	*****3787	Howard County Housing Commission	DD - ES	1,187.58
70117180	7/1/17	*****1535	Fanny Kao Huang	DD - ES	1,984.00
70117181	7/1/17	*****8816	Ming Zin Huang	DD - ES	2,691.00
70117182	7/1/17	*****7984	Tao Huang	DD - ES	8,019.00
70117183	7/1/17	*****7179	Ya Jing Huang	DD - ES	2,386.00
70117184	7/1/17	*****9084	Nancy Xiu Zhen Hu	DD - ES	2,365.00
70117185	7/1/17	*****6229	Thinh Trieu Huynh	DD - ES	1,720.00
70117186	7/1/17	*****0778	IGreen House Inc.	DD - ES	1,069.00
70117187	7/1/17	*****8007	2015-1 IH2 Borrower LP	DD - ES	3,187.00
70117188	7/1/17	*****4320	IH2 Property West, L.P.	DD - ES	1,420.00
70117189	7/1/17	*****7951	IH5 Property West LP	DD - ES	2,400.00
70117190	7/1/17	*****7013	Eugene G. Imperato	DD - ES	1,173.00
70117191	7/1/17	*****2726	IH4 Property West LP	DD - ES	1,979.00
70117192	7/1/17	*****8323	Keyee Investment LLC	DD - ES	577.00
70117193	7/1/17	*****1017	LaShon D Irving	DD - ES	2,176.00
70117194	7/1/17	*****0911	Mario Isidro	DD - ES	1,735.00
70117195	7/1/17	*****6821	Michael or Kay Isola	DD - ES	1,413.00
70117196	7/1/17	*****2036	Brandi Jackson C/O Perry Realty Team	DD - ES	1,820.00
70117197	7/1/17	*****4910	Sameer Jain	DD - ES	1,800.00
70117198	7/1/17	*****1349	Jason Le	DD - ES	1,694.00
70117199	7/1/17	*****0833	Alonzo D. Johnson	DD - ES	946.00
70117200	7/1/17	*****8569	Ronita Johnson	DD - ES	1,195.00
70117201	7/1/17	*****8867	James Jones	DD - ES	2,391.00

70117202	7/1/17	*****2434	Sharon Jones	DD - ES	1,709.00
70117203	7/1/17	*****9670	Cheryl D Joseph	DD - ES	1,797.00
70117204	7/1/17	*****4905	Mostaeen B Jouya	DD - ES	1,862.00
70117205	7/1/17	*****5704	Jaynee Walton Separate Property Trust	DD - ES	1,479.00
70117206	7/1/17	*****5647	Om Parkash Kalra	DD - ES	2,585.00
70117207	7/1/17	*****8425	Wei Kang	DD - ES	1,673.00
70117208	7/1/17	*****1731	Deepinder Kaur	DD - ES	2,355.00
70117209	7/1/17	*****7429	Navkirandeep Kaur	DD - ES	1,038.00
70117210	7/1/17	*****6180	K. E. M. Group LLC	DD - ES	1,934.00
70117211	7/1/17	*****9411	Anthony Keslinke	DD - ES	2,406.00
70117212	7/1/17	*****4095	Nadeem Khan	DD - ES	4,101.00
70117213	7/1/17	*****0839	Alan T. Kilpatrick	DD - ES	1,591.00
70117214	7/1/17	*****5113	Michelle King	DD - ES	1,960.00
70117215	7/1/17	*****0888	KW Kirker Creek, LLC	DD - ES	2,899.00
70117216	7/1/17	*****7475	Qi Yun Kuang	DD - ES	1,950.00
70117217	7/1/17	*****8506	Simon Kailiang Kuang	DD - ES	1,331.00
70117218	7/1/17	*****9316	Zdzislaw Kujawa	DD - ES	780.00
70117219	7/1/17	*****2585	Daniel Kwan	DD - ES	1,644.00
70117220	7/1/17	*****6229	Simon Chuen-Sang Kwong	DD - ES	1,533.00
70117221	7/1/17	*****8326	Thomas LaFleur	DD - ES	1,888.00
70117222	7/1/17	*****7845	Chow Kang Lam	DD - ES	1,833.00
70117223	7/1/17	*****6520	Shirley Manly-Lampkin	DD - ES	1,029.00
70117224	7/1/17	*****6102	Maria Lara	DD - ES	1,608.00
70117225	7/1/17	*****7975	Peter C. Larsen	DD - ES	941.00
70117226	7/1/17	*****2401	Kevin Lassair	DD - ES	1,828.51
70117227	7/1/17	*****4732	Latif, LLC	DD - ES	2,095.00
70117228	7/1/17	*****0938	Ingrid Lau	DD - ES	1,392.00
70117229	7/1/17	*****8224	Kai Man Lau	DD - ES	1,299.00
70117230	7/1/17	*****9373	Delphia M. or Clarence Lawson	DD - ES	1,093.00
70117231	7/1/17	*****8227	George Van and Fannie Mae Lawson Trust Sharon Kay LaShon Trustee	DD - ES	726.00
70117232	7/1/17	*****2293	LCSTAR, LLC	DD - ES	5,844.00
70117233	7/1/17	*****0984	Dao Tran Le	DD - ES	743.00
70117234	7/1/17	*****8548	Jack Wai Lee	DD - ES	1,862.00
70117235	7/1/17	*****1755	Siu Wan Windytiti Lee	DD - ES	1,338.00
70117236	7/1/17	*****2527	Steven Lee	DD - ES	1,125.00
70117237	7/1/17	*****5289	Yuhjen Juang Lee	DD - ES	1,564.00
70117238	7/1/17	*****1860	Lena Le	DD - ES	1,072.00
70117239	7/1/17	*****9382	Luigi Leoncio, LLC	DD - ES	1,654.00
70117240	7/1/17	*****3782	Joseph C. Lerma	DD - ES	1,076.00
70117241	7/1/17	*****3555	Yiping I. and Frederic Leroudier	DD - ES	2,819.00

70117242	7/1/17	*****3410	John M. Leung	DD - ES	5,437.00
70117243	7/1/17	*****8951	Kin or Siu F. Leung	DD - ES	1,406.00
70117244	7/1/17	*****3743	May Leung or Rodney Chen	DD - ES	4,222.00
70117245	7/1/17	*****2110	Peter Leung	DD - ES	1,994.00
70117246	7/1/17	*****5185	Fortunee Lichaa	DD - ES	1,654.00
70117247	7/1/17	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	280.00
70117248	7/1/17	*****0416	Faqiang Li	DD - ES	791.00
70117249	7/1/17	*****7827	Jinhuan Li	DD - ES	1,044.00
70117250	7/1/17	*****5495	Jian S Lin	DD - ES	1,456.00
70117251	7/1/17	*****1849	Jie Lin	DD - ES	1,702.00
70117252	7/1/17	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	975.00
70117253	7/1/17	*****6076	Chingyao J Liu Wei Chen	DD - ES	1,578.00
70117254	7/1/17	*****3881	Vivian Y Li	DD - ES	2,453.00
70117255	7/1/17	*****1547	Paul Livson	DD - ES	1,402.00
70117256	7/1/17	*****0050	Wei Min Li	DD - ES	1,570.00
70117257	7/1/17	*****9003	Ying Hong Li	DD - ES	1,799.00
70117258	7/1/17	*****1646	Paul Long	DD - ES	2,497.00
70117259	7/1/17	*****1474	Los Medanos Village Apartments	DD - ES	22,051.00
70117260	7/1/17	*****7531	Tony or Yvonne Louie	DD - ES	1,393.00
70117261	7/1/17	*****4218	Lorenzo Love	DD - ES	1,356.00
70117262	7/1/17	*****1790	Valerie Love	DD - ES	1,829.00
70117263	7/1/17	*****5602	Marshall & Sonya Lowe	DD - ES	1,112.00
70117264	7/1/17	*****0153	Ariston Laurito Loyola	DD - ES	829.00
70117265	7/1/17	*****7720	Jose Loza	DD - ES	1,913.00
70117266	7/1/17	*****2354	Andrew Kin Lui	DD - ES	4,925.00
70117267	7/1/17	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	1,544.00
70117268	7/1/17	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	1,822.00
70117269	7/1/17	*****1821	Curtis H. Lundberg	DD - ES	542.00
70117270	7/1/17	*****3474	Edward Luna	DD - ES	727.00
70117271	7/1/17	*****1596	Kenneth Luong	DD - ES	1,595.00
70117272	7/1/17	*****5430	Kiet A. Ly	DD - ES	1,723.00
70117273	7/1/17	*****4009	Yolanda McDonald	DD - ES	521.00
70117274	7/1/17	*****5865	Rakesh Madra	DD - ES	2,300.00
70117275	7/1/17	*****2191	Radha Mahesram	DD - ES	1,170.00
70117276	7/1/17	*****4372	Jennifer Leung Ma	DD - ES	3,475.00
70117277	7/1/17	*****1989	Jeff Mann	DD - ES	4,605.00
70117278	7/1/17	*****5378	Glenn Marshall	DD - ES	1,341.00

70117279	7/1/17	*****2875	Marla Y Harrison	DD - ES	513.00
70117280	7/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	14,344.00
70117281	7/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	13,024.00
70117282	7/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	14,763.00
70117283	7/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	10,201.00
70117284	7/1/17	*****5287	Louie W. Maruri El Dorado Apartments	DD - ES	802.00
70117285	7/1/17	*****3065	Tanya Martha	DD - ES	1,837.00
70117286	7/1/17	*****6768	Matrixone Realty	DD - ES	1,132.00
70117287	7/1/17	*****3048	Rita J. McCrystle	DD - ES	1,146.00
70117288	7/1/17	*****7174	Samuel McCree	DD - ES	1,166.00
70117289	7/1/17	*****6494	Dorothy McDonald	DD - ES	1,841.00
70117290	7/1/17	*****6342	James & Diana Gail McDonald c/o Yolanda McDonald	DD - ES	971.00
70117291	7/1/17	*****1925	Veronica R. McElroy	DD - ES	1,885.00
70117292	7/1/17	*****1152	Janice K McLean	DD - ES	1,022.00
70117293	7/1/17	*****4675	Meadow Glen Apartments	DD - ES	2,720.00
70117294	7/1/17	*****9866	Tatung Mei	DD - ES	3,217.00
70117295	7/1/17	*****4316	Joel Mejia	DD - ES	428.00
70117296	7/1/17	*****5245	Jinyu Meng	DD - ES	1,769.00
70117297	7/1/17	*****4885	Sabine Menzel	DD - ES	4,441.00
70117298	7/1/17	*****0133	Mercedes P. Johnson	DD - ES	653.00
70117299	7/1/17	*****8272	Hector Meza	DD - ES	785.00
70117300	7/1/17	*****7437	Perchak Properties for Carol Miller	DD - ES	1,864.00
70117301	7/1/17	*****9782	Maryann Miller	DD - ES	1,142.00
70117302	7/1/17	*****2618	Carlos J Miranda	DD - ES	793.00
70117303	7/1/17	*****0772	Hassan Mirabedi	DD - ES	7,451.00
70117304	7/1/17	*****6741	Gwendolyn Mitchell	DD - ES	1,655.00
70117305	7/1/17	*****7083	Ronnie Eric Moffett Estate	DD - ES	1,735.00
70117306	7/1/17	*****6340	Moe Mojaddidi	DD - ES	4,833.00
70117307	7/1/17	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	1,059.00
70117308	7/1/17	*****6975	Joseph Nelson Morin	DD - ES	1,660.00
70117309	7/1/17	*****7725	Ricardo Moran Gonzalez	DD - ES	1,110.00
70117310	7/1/17	*****4997	Saleem Rashid Muhammad	DD - ES	1,859.00
70117311	7/1/17	*****3642	Eva Munn	DD - ES	489.00
70117312	7/1/17	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	1,423.00
70117313	7/1/17	*****0105	Ehsan Nabkel	DD - ES	2,608.00
70117314	7/1/17	*****9276	Fariba Naji	DD - ES	1,800.00
70117315	7/1/17	*****6234	Shinder Paul Narabut	DD - ES	2,614.00
70117316	7/1/17	*****9518	Farida Nawabi	DD - ES	2,098.00

70117317	7/1/17	*****0054	NC Associates, Inc.	DD - ES	7,649.00
70117318	7/1/17	*****6959	Joy Neal	DD - ES	1,562.00
70117319	7/1/17	*****5257	Guy Nesbeth	DD - ES	2,793.00
70117320	7/1/17	*****4114	James or Margaret Nevis	DD - ES	1,162.00
70117321	7/1/17	*****3516	New Way Management Services	DD - ES	5,315.00
70117322	7/1/17	*****6613	Ivy Kit Fan Ngan	DD - ES	1,876.00
70117323	7/1/17	*****1072	Dominic Y Ng	DD - ES	2,248.00
70117324	7/1/17	*****3604	Knowland Ging Ng	DD - ES	4,176.00
70117325	7/1/17	*****8594	Patrick Ng	DD - ES	2,045.00
			Mike Perry, Property Manager		
70117326	7/1/17	*****9319	Sunny S Ng	DD - ES	1,674.00
70117327	7/1/17	*****0738	Hieu Nguyen	DD - ES	1,495.00
70117328	7/1/17	*****7154	Huy Quang Nguyen	DD - ES	2,161.00
70117329	7/1/17	*****4366	Quyen Nguyen	DD - ES	1,710.00
70117330	7/1/17	*****8241	Tieu Nguyen	DD - ES	1,875.00
70117331	7/1/17	*****7265	Ernest Nichols III	DD - ES	3,101.00
70117332	7/1/17	*****9886	Northstar Financial Group, LLC	DD - ES	763.00
70117333	7/1/17	*****8129	Kevin Nord	DD - ES	900.00
			Nord Investment Real Estate		
70117334	7/1/17	*****2286	North State Financial, Inc.	DD - ES	1,535.00
70117336	7/1/17	*****5572	Dwight J Owens	DD - ES	713.00
70117337	7/1/17	*****7606	Juanita Olayo	DD - ES	1,514.00
70117338	7/1/17	*****4543	Esosa A. Omokaro	DD - ES	2,386.00
70117339	7/1/17	*****0588	Orange County Housing Authority	DD - ES	2,083.58
70117340	7/1/17	*****3741	Sandra L Ortiz	DD - ES	1,827.00
70117341	7/1/17	*****2915	Tony Jose Ortiz	DD - ES	1,440.00
70117342	7/1/17	*****1081	Chinenye Osuagwu	DD - ES	1,907.00
70117343	7/1/17	*****3324	Mutlu Ozer	DD - ES	1,439.00
70117344	7/1/17	*****4083	Pacific Living, LLC	DD - ES	2,212.00
70117345	7/1/17	*****1176	John Mario Pascuzzi	DD - ES	1,403.00
70117346	7/1/17	*****7811	Hemangini & Vijendra Patel	DD - ES	2,100.00
70117347	7/1/17	*****0885	Kokila Patel	DD - ES	1,102.00
70117348	7/1/17	*****8684	Virendra M. Patel	DD - ES	1,785.00
70117349	7/1/17	*****8047	Jason Pauline	DD - ES	1,707.00
70117350	7/1/17	*****3189	Loycell Peacock	DD - ES	1,021.00
70117351	7/1/17	*****5165	Scott Pease	DD - ES	1,011.00
70117352	7/1/17	*****2788	Jade Penarelli	DD - ES	1,534.00
70117353	7/1/17	*****5889	Douglas B Perry	DD - ES	817.00
70117354	7/1/17	*****3278	Maria Del Carmen Perez	DD - ES	264.00
70117355	7/1/17	*****6784	Lowde Y. Perkins	DD - ES	901.00
70117356	7/1/17	*****8225	Shiv Pertab	DD - ES	1,401.00

70117357	7/1/17	*****0958	Pittsburg Park Apartments	DD - ES	4,621.00
70117358	7/1/17	*****7605	Portofino Apartments	DD - ES	8,541.00
70117359	7/1/17	*****8826	Prime Metropolis Properties, Inc.	DD - ES	4,193.00
70117360	7/1/17	*****2849	IH5 Property West, LP	DD - ES	1,837.00
70117361	7/1/17	*****3398	Marples Property Management	DD - ES	2,659.00
70117362	7/1/17	*****4650	A. Meadows Property Management	DD - ES	2,395.00
70117363	7/1/17	*****7789	Stokley Properties LLC Harbor	DD - ES	2,392.00
70117364	7/1/17	*****8055	Property Upsurge, Inc.	DD - ES	12,883.00
70117365	7/1/17	*****0782	Amjad Qaqish	DD - ES	921.00
70117366	7/1/17	*****9542	Sam or Sonia Quinones	DD - ES	1,796.00
70117367	7/1/17	*****4029	Amos Radford	DD - ES	1,400.00
70117368	7/1/17	*****1034	Kuljit P Raju	DD - ES	2,203.00
70117369	7/1/17	*****2261	Paramjit K. Raju	DD - ES	3,178.00
70117370	7/1/17	*****3452	Christopher Ramirez	DD - ES	1,436.00
70117371	7/1/17	*****8489	Enrique or Stacy Ramirez	DD - ES	425.00
70117372	7/1/17	*****2162	Erika Ramirez	DD - ES	1,856.00
70117374	7/1/17	*****5276	Rizal Ramos, Jr.	DD - ES	1,161.00
70117375	7/1/17	*****2283	Rohini Ram	DD - ES	1,075.00
70117376	7/1/17	*****6068	David Raughton	DD - ES	2,879.00
70117377	7/1/17	*****8337	RayCaro Inc.	DD - ES	3,024.00
70117378	7/1/17	*****8227	Croskey Real Estate, Inc.	DD - ES	2,997.00
70117379	7/1/17	*****7349	Eric Franklin Remson	DD - ES	1,102.00
70117380	7/1/17	*****1078	Cora Lee Rice Anderson Rice	DD - ES	905.00
70117382	7/1/17	*****5935	Marie Rice	DD - ES	1,267.00
70117383	7/1/17	*****9321	Roger Riley	DD - ES	1,735.00
70117384	7/1/17	*****4115	Tamara Rivas Douglas Rivas	DD - ES	121.00
70117385	7/1/17	*****6917	Ronald D. Shelly or Julie Crowder	DD - ES	1,080.00
70117386	7/1/17	*****4579	Elvira Ruiz	DD - ES	1,140.00
70117387	7/1/17	*****5248	Constance Russell	DD - ES	1,593.00
70117388	7/1/17	*****0759	Sacramento Housing And Redevelopment Agency	DD - ES	2,436.16
70117389	7/1/17	*****3011	Alicia Saucedo	DD - ES	1,387.00
70117390	7/1/17	*****7615	Gregory Paul Schulz	DD - ES	1,443.00
70117391	7/1/17	*****9954	Richard M. Sciortino	DD - ES	735.00
70117392	7/1/17	*****7031	Jacqueline Selinger	DD - ES	1,111.00
70117393	7/1/17	*****5346	Young Sook Seroy	DD - ES	1,898.00
70117395	7/1/17	*****1446	Mohinder Sharma	DD - ES	1,001.00
70117396	7/1/17	*****7239	Shailesh & Bela Patel	DD - ES	3,755.00
70117397	7/1/17	*****4900	Paul Shatswell	DD - ES	1,460.00

70117398	7/1/17	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	1,837.00
70117399	7/1/17	*****5981	Yihui Shi	DD - ES	1,618.00
70117400	7/1/17	*****7789	Siena Court Apartments	DD - ES	8,975.00
70117401	7/1/17	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	3,805.00
70117402	7/1/17	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	9,771.00
70117403	7/1/17	*****6650	Frank M. Siino	DD - ES	1,200.00
70117404	7/1/17	*****8035	Joseph Michael Siino	DD - ES	1,137.00
70117405	7/1/17	*****5399	Gloria Silva	DD - ES	853.00
70117406	7/1/17	*****7250	2012-C Property Holdings LLC	DD - ES	4,692.00
70117407	7/1/17	*****8407	Marc J. Simpson	DD - ES	370.00
70117408	7/1/17	*****3639	Raman Singh	DD - ES	1,925.00
70117409	7/1/17	*****6058	Son Singh	DD - ES	1,338.00
70117410	7/1/17	*****4970	Molly Smith	DD - ES	2,000.00
70117411	7/1/17	*****9092	Sherritta M Smith	DD - ES	1,033.00
70117412	7/1/17	*****2032	Cinthia Sosa	DD - ES	1,576.00
70117413	7/1/17	*****2985	Gloria Spahn	DD - ES	1,250.00
70117414	7/1/17	*****6977	Angela E. Robinson-Spencer	DD - ES	1,150.00
70117415	7/1/17	*****3465	Ramzi D Srouji	DD - ES	1,810.00
70117416	7/1/17	*****5343	Deborah Steppe	DD - ES	1,656.00
70117417	7/1/17	*****1601	George W. Stephens	DD - ES	1,641.00
70117418	7/1/17	*****5308	R R Rentals	DD - ES	1,527.00
70117420	7/1/17	*****6314	Amad Sultan	DD - ES	2,511.00
70117421	7/1/17	*****8534	Suma Aryaei	DD - ES	2,212.00
70117422	7/1/17	*****1235	Summit Venture Group, LLC	DD - ES	1,819.00
70117423	7/1/17	*****6168	Kamaljeet Surila	DD - ES	1,364.00
70117424	7/1/17	*****0399	Joyce Hui Sy	DD - ES	5,988.00
70117425	7/1/17	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	1,525.00
70117426	7/1/17	*****9558	Edward C Tan	DD - ES	532.00
70117427	7/1/17	*****5832	Mohammad Tapus	DD - ES	2,743.00
70117428	7/1/17	*****5480	Tasia La Vonda Johnson	DD - ES	1,624.00
70117429	7/1/17	*****6283	Yun Teng Weijie Zhang	DD - ES	1,680.00
70117430	7/1/17	*****2164	Quyen Minh Thai	DD - ES	1,431.00
70117431	7/1/17	*****9314	Silvia Thein and Ada Choi	DD - ES	2,014.00
70117432	7/1/17	*****4049	ChingJen Tong	DD - ES	3,495.00
70117433	7/1/17	*****1405	Lourdes or Raymond Tovar	DD - ES	1,598.00
70117434	7/1/17	*****2094	Raphael Minhtuyen Tran	DD - ES	4,948.00
70117435	7/1/17	*****6035	Tam Van Tran	DD - ES	1,918.00

70117436	7/1/17	*****1327	Thuy Tran	DD - ES	1,234.00
70117437	7/1/17	*****6165	Thanh Van Trinh	DD - ES	1,466.00
70117438	7/1/17	*****3572	Nhan Chi Truong	DD - ES	961.00
70117439	7/1/17	*****5313	Sean Thuyet Truong	DD - ES	1,423.00
70117440	7/1/17	*****9321	Van Truong	DD - ES	1,795.00
70117441	7/1/17	*****8392	Xavier Van Truong	DD - ES	7,635.00
70117442	7/1/17	*****5553	David Tseng	DD - ES	1,572.00
70117444	7/1/17	*****4582	Lidia Valladares	DD - ES	1,818.00
70117445	7/1/17	*****0250	Victor D Valenzuela	DD - ES	1,416.00
70117446	7/1/17	*****5853	Tu Van	DD - ES	1,772.00
70117447	7/1/17	*****3371	Gary D. Vasconcellos	DD - ES	1,091.00
70117448	7/1/17	*****8457	Sareena Lata Velu	DD - ES	1,640.00
70117449	7/1/17	*****9682	Nuno G Vieira	DD - ES	1,475.00
70117450	7/1/17	*****6074	Fazal U. Wafadar	DD - ES	1,591.00
70117451	7/1/17	*****2720	Stephen Cordell Wafer	DD - ES	876.00
70117452	7/1/17	*****2768	Huan Rong Wang	DD - ES	997.00
70117453	7/1/17	*****6924	Lining Wan	DD - ES	3,191.00
70117454	7/1/17	*****6945	Wei Wang	DD - ES	1,502.00
70117455	7/1/17	*****1634	Yu Ruo Wang	DD - ES	1,410.00
70117456	7/1/17	*****5502	Mildred Lucille Washington	DD - ES	1,996.00
70117458	7/1/17	*****4384	Wenyng Chang	DD - ES	1,535.00
70117459	7/1/17	*****0126	Marina West 10 LLC	DD - ES	1,450.00
70117460	7/1/17	*****5014	Nubia P. or David West	DD - ES	1,560.00
70117461	7/1/17	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	1,600.00
70117463	7/1/17	*****5057	Kathleen and John Wilson	DD - ES	874.00
70117464	7/1/17	*****8702	Kathy D. Williams	DD - ES	1,953.00
70117465	7/1/17	*****5026	Windeler Development Group, Inc.	DD - ES	1,357.00
70117466	7/1/17	*****1769	Alan York Lun Wong Alan York Lun Wong	DD - ES	116.00
70117467	7/1/17	*****1157	Har Pan Wong	DD - ES	6,263.00
70117468	7/1/17	*****6356	Joanne Wong	DD - ES	1,309.00
70117469	7/1/17	*****1060	Kinney Ming Wong	DD - ES	1,399.00
70117470	7/1/17	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	1,581.00
70117471	7/1/17	*****7094	Bridge-Regional Partners Inc	DD - ES	7,258.00
70117472	7/1/17	*****5565	Yuk Lin Woo	DD - ES	678.00
70117473	7/1/17	*****1853	WR Properties, Inc.	DD - ES	5,115.00
70117474	7/1/17	*****3962	Hong Wu	DD - ES	1,455.00
70117475	7/1/17	*****5388	Jian Ai Xuan	DD - ES	1,807.00

70117476	7/1/17	*****3880	Ping Ping Xu Keming Wang	DD - ES	4,103.00
70117477	7/1/17	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	1,056.00
70117478	7/1/17	*****6779	Sally Yip	DD - ES	814.00
70117479	7/1/17	*****6178	Chris Kui You	DD - ES	1,876.00
70117480	7/1/17	*****7622	Yee Yue Cheung	DD - ES	755.00
70117481	7/1/17	*****8664	Mohammad Zalmaiyyar	DD - ES	2,323.00
70117482	7/1/17	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	1,500.00
70117483	7/1/17	*****3259	Xirong Zhao	DD - ES	1,387.00
70117484	7/1/17	*****4367	Xiang Yang Zheng	DD - ES	1,809.00
70117485	7/1/17	*****7805	Shengguo Zhu	DD - ES	4,710.00
70117486	7/1/17	*****6132	Ying Zhu	DD - ES	2,500.00

Choice Voucher

HAP	1,140,524.89
UR	9,037.62
Damage Claim	
Vacancy Claim	
Administrative Fee	1,216.44
FSS Escrow Account	
Shelter Plus Security Deposit	
Other	0.00
All Payments	\$1,150,778.95

Check Summary

July 1, 2017

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
146155	7/1/17	*****6041	Anthony L Johnson	23.00
146175	7/1/17	*****1136	Shannon O Murphy	30.00
146179	7/1/17	*****2982	Timothy P Harrington	23.00
146181	7/1/17	*****7845	Troy Mills	81.00
146182	7/1/17		Vacaville Housing Authority	1,041.58
146187	7/1/17	*****3447	David S Loesch	80.00
146228	7/1/17	*****7574	Joseph A Newman	73.00
146261	7/1/17	*****9810	Housing Authority of the County of Alameda	4,278.74
146263	7/1/17	*****0331	Fairfield Housing Authority	1,665.16
70117022	7/1/17	*****7492	Adrienne Kelly Belton	DD - ES 1,160.00

70117025	7/1/17	*****2521	Belmont Apartments	DD - ES	1,159.00
70117034	7/1/17	*****7075	Som N Bhatia	DD - ES	1,586.00
70117051	7/1/17	*****8860	Joe Burns	DD - ES	1,200.00
70117053	7/1/17	*****8764	William Joseph Burgoyne	DD - ES	1,298.00
70117056	7/1/17	*****2513	Clara Beatriz Cardenas	DD - ES	1,080.00
70117078	7/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	8,030.74
70117079	7/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	8,926.80
70117080	7/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	10,624.80
70117081	7/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	10,309.22
70117082	7/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	9,828.80
70117083	7/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	8,677.80
70117084	7/1/17	*****0746	Contra Costa County Housing Authority	DD - ES	9,574.38
70117088	7/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	7,114.00
70117089	7/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	5,964.00
70117090	7/1/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	4,464.00
70117108	7/1/17	*****9507	Olga M. Disney	DD - ES	1,191.00
70117114	7/1/17	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	604.00
70117130	7/1/17	*****4032	Fox Creek Apartments	DD - ES	499.00
70117141	7/1/17	*****5111	Gateway Apartments	DD - ES	2,926.00
70117155	7/1/17	*****5267	Abhilash Gupta	DD - ES	1,650.00
70117255	7/1/17	*****1547	Paul Livson	DD - ES	1,338.00
70117280	7/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	596.00
70117281	7/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	870.00
70117282	7/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	1,789.00
70117283	7/1/17	*****3389	Steadfast Marina Heights, L.P.	DD - ES	802.00
70117332	7/1/17	*****9886	Northstar Financial Group, LLC	DD - ES	4,132.00
70117335	7/1/17	*****0758	Oakland Housing Authority	DD - ES	1,465.58
70117362	7/1/17	*****4650	A. Meadows Property Management	DD - ES	407.00
70117373	7/1/17	*****6230	Leonardo Christopher Ramirez	DD - ES	1,979.00
70117378	7/1/17	*****8227	Croskey Real Estate, Inc.	DD - ES	1,626.00
70117381	7/1/17	*****2935	RICHMOND HOUSING AUTHORITY	DD - ES	4,480.90
70117394	7/1/17	*****6840	Christopher Sha	DD - ES	1,243.00
70117400	7/1/17	*****7789	Siena Court Apartments	DD - ES	776.00
70117419	7/1/17	*****0437	Suisun City Housing Authority	DD - ES	782.58
70117443	7/1/17	*****0447	Solano County Housing Authority	DD - ES	2,099.74
70117457	7/1/17	*****4563	Isidoro Weitzman	DD - ES	1,929.00
70117461	7/1/17	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	3,221.00

70117462	7/1/17	*****9380	Tracy J. Whitehead	DD - ES	2,002.00
70117473	7/1/17	*****1853	WR Properties, Inc.	DD - ES	1,395.00

VASH

HAP	132,491.00
UR	331.00
Damage Claim	
Vacancy Claim	
Administrative Fee	5,274.82
FSS Escrow Account	
Shelter Plus Security Deposit	
Other	0.00
All Payments	\$138,096.82

Grand Total

HAP	1,273,015.89
UR	9,368.62
Damage Claim	
Vacancy Claim	
Administrative Fee	6,491.26
FSS Escrow Account	
Shelter Plus Security Deposit	
Other	0.00
All Payments	\$1,288,875.77 ✓

7/1/17 CK Run

0.*

HAP (Regular)	\$ 1,105,316.69
HAP (VASH)	132,491.00
HAP (Port-In)	16,508.00
HAP (Port-Out)	18,700.00
Utility Reimbursement	9,368.82
Admin Fee	6,491.26
Total	\$ 1,288,875.77

(5)

DD-1,240,142.60+
CKs-48,733.17+ ✓
1,288,875.77* ✓

pro 6/27/17
CK Run 6/27/17

Check Summary

July 15, 2017

Check Number	Check Date	Payee Tax ID	Payee	Amount
Choice Voucher				
* 146276	7/15/17	*****8665	Nieza M Burrus	107.00
146279	7/15/17	*****1686	Jasmine J Jackson	46.00
146280	7/15/17	*****2217	Camille A Lascano	1.00
146281	7/15/17	*****1238	Ramonda A Carlos	85.00
146282	7/15/17	*****0849	Briana I Edwards	82.00
* 71517001	7/15/17	*****5759	Rosa Aguirre	DD - ES 2,261.00
71517002	7/15/17	*****0104	Cecilia Anderson	DD - ES 2,356.00
71517003	7/15/17	*****9111	Shawn Anderson	DD - ES 1,380.00
71517004	7/15/17	*****2521	Belmont Apartments	DD - ES 79.00
71517005	7/15/17	*****3080	Vu Manh Bui	DD - ES 1,422.00
71517006	7/15/17	*****0310	City of Pittsburg Housing Authority	DD - ES 1,377.00
71517007	7/15/17	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES 1,895.00
71517008	7/15/17	*****8929	Kevin Davidson	DD - ES 847.00
71517009	7/15/17	*****8370	Charles Dellamore	DD - ES 1,494.00
71517010	7/15/17	*****9373	Delphia M. or Clarence Lawson	DD - ES 1,093.00
71517011	7/15/17	*****1755	Siu Wan Windytiti Lee	DD - ES 77.00
71517012	7/15/17	*****1989	Jeff Mann	DD - ES 2,100.00
71517013	7/15/17	*****9954	Richard M. Sciortino	DD - ES 319.00
71517014	7/15/17	*****7031	Jacqueline Selinger	DD - ES 547.00
71517015	7/15/17	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES 1,635.00
71517016	7/15/17	*****8407	Marc J. Simpson	DD - ES 842.00
71517017	7/15/17	*****0670	Southern Nevada Regional Housing Authority	DD - ES 962.58
71517018	7/15/17	*****5480	Tasia La Vonda Johnson	DD - ES 400.00
71517019	7/15/17	*****2768	Huan Rong Wang	DD - ES 459.00
71517020	7/15/17	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES 2,710.00

Choice Voucher

HAP	24,188.00
UR	321.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	67.58
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$24,576.58

Check Summary

July 15, 2017

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
146277	7/15/17	*****1136	Shannon O Murphy	13.00
146278	7/15/17	*****6705	Karen E Jennings	204.00

VASH

Check Summary (7/15/17)

HAP (Regular)	\$	16,774.00
HAP (VASH)		-
HAP (Port-In)		6,519.00
HAP (Port-Out)		895.00
Utility Reimbursement		538.00
Admin Fee		67.58
Total	\$	24,793.58

6

HAP	0.00
UR	217.00
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	\$217.00

Grand Total

U * *

DD 24,255.58 +
 CKS 538.00 +
 24,793.58 *

HAP	24,188.00
UR	538.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	67.58
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$24,793.58

Diana 7/12/17

PWO 7/12/17

Voided Payment Report From Payment History

July 31, 2017

Check #	Check Date	VMS Date	Payee Name		Amount
146183	7/1/2017	7/1/2017	Yeong P McMorris	① WR	Voided \$154.00
146183	7/1/2017	7/1/2017	Yeong P McMorris		Voided Payment Offsetting Entry -\$154.00
70117102	7/1/2017	7/1/2017	Kevin Davidson	② HAP	Voided \$847.00
70117102	7/1/2017	7/1/2017	Kevin Davidson		Voided Payment Offsetting Entry -\$847.00
70117230	7/1/2017	7/1/2017	Delphia M. or Clarence Lawson	③	Voided \$1093.00
70117230	7/1/2017	7/1/2017	Delphia M. or Clarence Lawson		Voided Payment Offsetting Entry -\$1093.00
70117460	7/1/2017	7/1/2017	Nubia P. or David West	④	Voided \$1560.00
70117460	7/1/2017	7/1/2017	Nubia P. or David West		Voided Payment Offsetting Entry -\$1560.00
Total Voided Payments					\$3,654.00
Total Offsetting Entries					-\$3,654.00

① Voided - Change of Head of Household
re-issue @ 8/1/17 CK Run

② } ACH RIN - re-issue @ 8/1/17 CK Run
③ }

④ Voided by mistake, fixed

154.00+
847.00+
1,093.00+
2,094.00*



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

DATE: 7/21/2017

TO: Chair and Agency Members

FROM: Joe Sbranti, Executive Director

SUBJECT: Adoption of a City Council Resolution to Approve the Section 8 Management Assessment Program (SEMAP) Certification for Fiscal Year End June 30, 2017

MEETING DATE: 8/21/2017

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 to submit for the period ending June 30, 2017.

FISCAL IMPACT

This action has no fiscal impact.

RECOMMENDATION

Staff recommends the Housing Authority Board adopt this Resolution approving the SEMAP Certification submission for fiscal year ending June 30, 2017 to HUD no later than the August 29, 2017 deadline.

BACKGROUND

In 1999, HUD introduced 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 Certification by HUD, a determination will be made of 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, we are 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 acquisition 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 we have successfully completed the 2017 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

Not Applicable.

STAFF ANALYSIS

The Housing Authority has prepared the SEMAP Certification to meet HUD's requirements and upon Board approval will submit the SEMAP Certification to HUD on or before the due date of August 29, 2017 for compliance.

ATTACHMENTS: Resolution
Section 8 Management Assessment Certification

Report Prepared By: Sharon Jackson, Housing Manager

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority Resolution	)	
To Approve the Section 8 Management	)	RESOLUTION NO. 17-
Assessment Program (SEMAP) Certification	)	
<u>For Fiscal Year End June 30,2017</u>	)	

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 and the remaining six indicators are based on HUD's PIC system data. Upon review of this Certification by HUD, a determination will be made of 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 of the City of Pittsburgh (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 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, 2017 is a thorough and complete document. The SEMAP Certification supports the Housing Authority's policies, procedures and management practices.

Section 3.

The Housing Authority Board of Commissioners 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 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 Housing Authority Board of the City of Pittsburgh on the 21st day of August 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Chair

ATTEST:

Alice E. Evenson, City Clerk

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. 11/30/2016)

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 PITTSBURG	06/30/2017	08/29/2017

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 <u>1435</u>	1-BR FMR <u>1723</u>	2-BR FMR <u>2173</u>	3-BR FMR <u>3017</u>	4-BR FMR <u>3477</u>
PS <u>1435</u>	PS <u>1723</u>	PS <u>2173</u>	PS <u>3017</u>	PS <u>3477</u>

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) _____

Date (mm/dd/yyyy) _____

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**

DATE: 8/3/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending the Pittsburg Municipal Code, Title 15, Buildings and Construction, By Adding Section 15.16.070 Electrical Permit – Electric Vehicle Charging Stations

MEETING DATE: 8/21/2017

EXECUTIVE SUMMARY

This is the first reading of an ordinance to add Section 15.16.070 Electrical Permit – Electric Vehicle Charging Stations to comply with recently adopted policies of the State of California.

FISCAL IMPACT

There is no anticipated fiscal impact as costs are recovered through existing building permit fees and the Building Division is currently providing expedited review and electronic submittal of applications for electric vehicle charging stations.

RECOMMENDATION

City Council adopt the attached ordinance and add Section 15.16.070 Electrical Permit – Electrical Vehicle Charging Stations, to the City of Pittsburg Municipal Code.

BACKGROUND

Assembly Bill 1236, which amended Government Code Section 65850.7 to require jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. The amendments to Section 65850.7 include the requirement for a jurisdiction to adopt an ordinance for the expedited, streamlined process on or before September 30, 2017. The ordinance shall include the requirement that a jurisdiction adopt a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review.

The City already expedites the review of such applications. The City can accept and approve such applications at the Building Division service counter and electronically through the City's website or fax. To comply fully with the state's policy, the City also needs to adopt the attached ordinance mandated by Section 65850.7. The ordinance codifies the requirements of Section 65850.7, such as directing the City's Building Official to develop a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review, and authorizing the Building Official to administratively approve such applications.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

Adoption of this ordinance formalizes the City's participation in enforcing the building codes as adopted by the California State Building Standards Commission. This will provide necessary clarification regarding the adopted regulations governing property development, building construction and maintenance.

ATTACHMENTS: Ordinance
Checklist

Report Prepared By: Kent Kampton, Senior Combination Building Inspector

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Adding Section 15.16.070)
Electrical Permit – Electric Vehicle)
Charging Stations)

ORDINANCE NO. 17-

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

SECTION 1. This Ordinance shall be known as the City of Pittsburg Electric Vehicle Charging Station Permit Expediting Ordinance. The terms, phrases, and words used in this Ordinance shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

SECTION 2. SECTION 15.16.070 OF THE CITY OF PITTSBURG MUNICIPAL IS
HEREBY ADDED TO READ AS FOLLOWS:

Section 15.16.070 Expedited Electric Vehicle Charging Station Permitting Electric Vehicle Charging Stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in the City's Electric Vehicle Charging Station Permit Expediting Ordinance.

SECTION 3. EXPEDITED REVIEW PROCESS

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited administrative permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research. The City's adopted checklist shall be published on the City's website.

SECTION 4. ELECTRONIC SUBMITTALS

Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

SECTION 5. ASSOCIATION APPROVAL

Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

SECTION 6. PERMIT APPLICATION PROCESSING

A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

SECTION 7. TECHNICAL REVIEW

It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the City may require the applicant to apply for a use permit.

SECTION 8. Any provision of the City of Pittsburg Municipal Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 10. Publication.

The City Clerk shall have this ordinance published once within 15 days after adoption in a newspaper of general circulation.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on August 21, 2017, and was adopted and ordered published at a meeting of the City Council held on September 18, 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk



CITY OF PITTSBURG
RESIDENTIAL AND NON-RESIDENTIAL
CHECKLIST FOR PERMITTING ELECTRIC VEHICLES
AND ELECTRIC VEHICLE SERVICE EQUIPMENT (EVSE)

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment (EVSE) as a supplement to the application for a building permit. This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon this checklist being deemed complete, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification will be required before a permit can be issued.

This checklist substantially follows the *“Plug-In Electric Vehicle Infrastructure Permitting Checklist”* contained in the *Governor’s Office of Planning and Research “Zero Emission Vehicles in California: Community Readiness Guidebook”* and is purposed to augment the guidebook’s checklist.

Job Address:	Permit No.
☐ Single-Family ☐ Multi-Family (Apartment) ☐ Multi-Family (Condominium) ☐ Commercial (Single Business) ☐ Commercial (Multi-Businesses) ☐ Mixed-Use ☐ Public Right-of-Way	
Location and Number of EVSE to be Installed:	
Garage _____ Parking Level(s) _____ Parking Lot _____ Street Curb _____	
Description of Work:	
Applicant Name:	

Applicant Phone & email:	
Contractor Name:	License Number & Type:
Contractor Phone & email:	
Owner Name:	
Owner Phone & email:	

EVSE Charging Level: ☐ Level 1 (120V) ☐ Level 2 (240V) ☐ Level 3 (480V)	
Maximum Rating (Nameplate) of EV Service Equipment = _____ kW	
Voltage EVSE = _____ V	Manufacturer of EVSE: _____
Mounting of EVSE: ☐ Wall Mount ☐ Pole Pedestal Mount ☐ Other _____	

System Voltage:	
☐ 120/240V, 1□, 3W ☐ 120/208V, 3□, 4W ☐ 120/240V, 3□, 4W ☐ 277/480V, 3□, 4W ☐ Other _____	
Rating of Existing Main Electrical Service Equipment = _____ Amperes	
Rating of Panel Supplying EVSE (if not directly from Main Service) = _____ Amps	
Rating of Circuit for EVSE: _____ Amps / _____ Poles	
AIC Rating of EVSE Circuit Breaker (if not Single Family, 400A) = _____ A.I.C. (or verify with Inspector in field)	

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:
Connected Load of Existing Panel Supplying EVSE = _____ Amps



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

DATE: 8/10/2017
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Create a Master Pay Schedule as Required by California Public Employees' Retirement System
MEETING DATE: 8/21/2017

EXECUTIVE SUMMARY

To comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by affirming the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master salary schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

FISCAL IMPACT

The affirmation of previously approved separate pay schedules as a single master pay schedule has no fiscal impact to the City for preparation or distribution, as the actions already occur.

RECOMMENDATION

The City Council adopt a resolution creating and affirming the City of Pittsburg's master pay schedule for all employee classifications so the City is in compliance with the requirements of the California Code of Regulations section 570.5 and the California Public Employees' Retirement System (CalPERS) relating to publically available pay schedules for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1.

BACKGROUND

CalPERS, pursuant to their interpretation of California Code of Regulations section 570.5, recommends all CalPERS employers to maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate.

Currently, the City attaches salary schedule information by represented bargaining group to the memorandum of understanding (MOU) governing each bargaining group, and for unrepresented employees includes such salary information in compensation plans approved by City Council. Following City Council approval of these various salary schedules, the approved schedules are incorporated into one master salary schedule. However, this master salary schedule has customarily not been approved by Council as a single document, even though it contains the collective salary information derived from individual MOUs which have been approved by Council. As such, the recommendation to list compensation levels for all positions on one document duly approved and adopted by the Council has not been satisfied consistent with CalPERS' interpretation of California Government Code of Regulations section 570.5.

SUBCOMMITTEE FINDINGS

Not applicable

STAFF ANALYSIS

The adoption of the resolution will comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by affirming the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule.

ATTACHMENTS: Resolution, Salary Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Affirming Previously Adopted Employee)
Pay and Listing all Employee Compensation)
Levelson a Publicly Available Master)
Pay Schedule)

RESOLUTION NO. 17-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the City now desires to affirm previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburgh in one publicly available master pay schedule;

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.

Section 2. The City Council adopt this Resolution affirming previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburgh in one publicly available master pay schedule.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg on the 21st day of August 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
Account Clerk (Part 1 of 2)	109	07/02/17	3,542	3,719	3,905	4,100	4,305			AFSCME
Account Clerk (Part 2 of 2)	170	07/02/17	4,100	4,305	4,520	4,746	4,983			AFSCME
Accountant I	350	07/02/17	5,370	5,639	5,921	6,217	6,528			MPC
Accountant II	500	07/02/17	6,011	6,312	6,628	6,959	7,307			MPC
Accounting Technician	220	07/02/17	4,744	4,981	5,230	5,492	5,767			AFSCME/MPC
Administrative Analyst I	390	07/02/17	5,549	5,826	6,117	6,423	6,744			MPC
Administrative Analyst II	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
Administrative Assistant (Part 1 of 2)	100	07/02/17	3,534	3,711	3,897	4,092	4,297			AFSCME
Administrative Assistant (Part 2 of 2)	160	07/02/17	4,092	4,297	4,512	4,738	4,975			AFSCME/MPC
Administrative Assistant to Director	290	07/02/17	5,070	5,324	5,590	5,870	6,164			MPC
Administrative Officer	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
Assistant City Engineer	920	07/02/17	10,484	11,448	12,020	12,621	13,252			MPC
Assistant City Manager	950	07/02/17	14,033				17,908			Sr. Exec Team
Assistant Director of Economic Development and Recreation	887	07/02/17	10,184				12,378			Mgmt Group
Assistant Director of Finance	887	07/02/17	10,184				12,378			Mgmt Group
Assistant Director of Public Works	895	07/02/17	10,662	11,195	11,755	12,343	12,960			MPC
Assistant Planner	450	07/02/17	5,916	6,212	6,523	6,849	7,191			MPC
Assistant to the City Manager	835	07/02/17	9,782				11,890			Mgmt Group
Associate Planner	740	07/02/17	6,849	7,191	7,551	7,929	8,325			MPC
Business Development Manager	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
Business License Coordinator	315	07/02/17	5,238	5,500	5,775	6,064	6,367			AFSCME
Chief Building Official	895	07/02/17	10,662	11,195	11,755	12,343	12,960			MPC
Chief of Police	955	07/03/16	13,789				17,431			Sr. Exec Team
City Clerk							470			Elected Official
City Council							500			Elected Official
City Council -- member of a different governing board										
if serving on Tri Delta Transit		\$100 per meeting		visit www.TriDeltaTransit.com						
if serving on Delta Diablo Sanitation District		\$209 per meeting		visit ddsd.org						
City Engineer	935	7/2/2017	12,480				15,168			Mgmt Group
City Manager	960	7/3/2016					20,714			Contract
City Treasurer							470			Elected Official
Civil Engineer I	510	07/02/17	6,185	6,494	6,819	7,160	7,518			MPC
Civil Engineer II	780	07/02/17	7,161	7,519	7,895	8,290	8,705			MPC
Combination Building Inspector	520	07/02/17	6,211	6,522	6,848	7,190	7,549			AFSCME
Community Relations Manager	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
Community Services Specialist	258	07/02/17	4,937	5,184	5,443	5,715	6,001			AFSCME
Compliance Principal	830	07/02/17	7,868	8,261	8,674	9,108	9,563			MPC
Contract Analyst	390	07/02/17	5,549	5,826	6,117	6,423	6,744			MPC
Crime Analyst	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
Customer Service Representative	95	07/02/17	3,211	3,372	3,541	3,718	3,904			AFSCME
Deputy City Clerk	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
Development Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
Director of Community Development	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Community Services	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Finance	940	07/02/17	12,000				15,168			Sr. Exec Team

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
Director of Human Resources	940	07/02/17	12,000				15,168			Sr. Exec Team
Director of Public Works	945	07/02/17	12,968				15,764			Sr. Exec Team
Director of Records and Council Services	835	07/02/17	9,782				11,890			Sr. Exec Team
Director of Recreation and Maintenance Services	920	07/02/17	10,903				13,252			Mgmt Group
Director of Water Utilities	935	07/02/17	12,480				15,168			Mgmt Group
Electrician	420	07/02/17	5,725	6,011	6,312	6,628	6,959			Teamsters
Electrician Apprentice	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
Engineering Analyst	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
Engineering Technician I	310	07/02/17	5,185	5,444	5,716	6,002	6,302			AFSCME
Engineering Technician II	460	07/02/17	6,004	6,304	6,619	6,950	7,297			AFSCME
Environmental Affairs Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
Environmental Health Specialist	470	07/02/17	5,946	6,243	6,555	6,883	7,227			AFSCME
Equipment Mechanic	270	07/02/17	5,057	5,310	5,576	5,855	6,148			Teamsters
Equipment Shop Supervisor	530	07/02/17	6,287	6,601	6,931	7,278	7,642			MPC
Executive Assistant	400	07/02/17	5,728				6,962			Mgmt Group
Executive Secretary to the Chief of Police	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
Finance Division Manager	855	07/02/17	8,557	8,985	9,434	9,906	10,401			MPC
Financial Analyst	580	07/02/17	6,746	7,083	7,437	7,809	8,199			MPC
GIS Coordinator	760	07/02/17	6,979	7,328	7,694	8,079	8,483			MPC
Harbormaster	830	07/02/17	7,868	8,261	8,674	9,108	9,563			MPC
Housing Inspector	315	07/02/17	5,238	5,500	5,775	6,064	6,367			AFSCME
Housing Manager	855	07/02/17	8,557	8,985	9,434	9,906	10,401			MPC
Housing Specialist	210	07/02/17	4,665	4,898	5,143	5,400	5,670			AFSCME
Human Resources Analyst	700	07/02/17	6,425	6,746	7,083	7,437	7,809			MPC
Human Resources Manager	890	07/02/17	9,782				11,890			Mgmt Group
Human Resources Specialist	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
Lead Marina Services Worker	320	07/02/17	5,293	5,558	5,836	6,128	6,434			Teamsters
Lead Police Records Clerk	255	07/02/17	4,976	5,225	5,486	5,760	6,048			AFSCME
Maintenance Assistant	95	07/02/17	3,211	3,372	3,541	3,718	3,904			Teamsters
Maintenance Lead Worker - Env. Services/Fac. Util.	320	07/02/17	5,293	5,558	5,836	6,128	6,434			Teamsters
Maintenance Worker I - Env. Services/Fac. Util.	140	07/02/17	3,950	4,148	4,355	4,573	4,802			Teamsters
Maintenance Worker II - Env. Services/Fac. Util.	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
Marina Maintenance Worker	140	07/02/17	3,950	4,148	4,355	4,573	4,802			Teamsters
Office Assistant	95	07/02/17	3,211	3,372	3,541	3,718	3,904			AFSCME
Payroll Specialist	330	07/02/17	5,324	5,590	5,870	6,164	6,472			MPC
Permit Technician	260	07/02/17	5,003	5,253	5,516	5,792	6,082			AFSCME
Pest Control Specialist	470	07/02/17	5,946	6,243	6,555	6,883	7,227			Teamsters
Planning Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
Planning Technician	260	07/02/17	5,003	5,253	5,516	5,792	6,082			AFSCME
Police Captain	650	07/03/16	11,685	12,269	12,882	13,526	14,202	14,912		PMG
Police Lieutenant	640	07/03/16	10,186	10,695	11,230	11,791	12,381	13,000		PMG
Police Officer	600	07/02/17	5,762	6,050	6,352	6,670	7,003	7,354	7,721	POA
Police Officer (Continuation of Steps)	600	07/02/17						8107 (H)	8513 (I)	POA
Police Records Clerk (Part 1 of 2)	110	07/02/17	3,712	3,898	4,093	4,298	4,513			AFSCME
Police Records Clerk (Part 2 of 2)	180	07/02/17	4,297	4,512	4,738	4,975	5,224			AFSCME

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	UNIT
Police Records Manager	540	07/02/17	6,276	6,590	6,920	7,266	7,629			MPC
Police Sergeant	625	07/02/17	8,185	8,594	9,023	9,475	9,948	10,446		POA
Power Company Manager	920	07/02/17	10,903				13,252			Mgmt Group
Property and Evidence Coordinator	410	07/02/17	5,713	5,999	6,299	6,614	6,945			AFSCME
Public Works Manager	890	07/02/17	9,783	10,272	10,786	11,325	11,891			MPC
Public Works Superintendent	880	07/02/17	8,790	9,230	9,691	10,176	10,685			MPC
Public Works Supervisor	530	07/02/17	6,287	6,601	6,931	7,278	7,642			MPC
Purchasing Analyst	720	07/02/17	6,702	7,037	7,389	7,758	8,146			MPC
Records Specialist	330	07/02/17	5,324	5,590	5,870	6,164	6,472			AFSCME
Recreation Coordinator	230	07/02/17	4,814	5,055	5,308	5,573	5,852			AFSCME
Recreation Supervisor	550	07/02/17	6,289	6,603	6,933	7,280	7,644			MPC
Redevelopment Project Manager	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
Senior Administrative Analyst	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
Senior Civil Engineer	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
Senior Combination Building Inspector	760	07/02/17	6,979	7,328	7,694	8,079	8,483			MPC
Senior Financial Analyst	790	07/02/17	7,810	8,200	8,610	9,040	9,492			MPC
Senior Human Resources Analyst	820	07/02/17	7,437	7,809	8,199	8,609	9,039			MPC
Senior Planner	840	07/02/17	7,930	8,326	8,742	9,179	9,638			MPC
Senior Redevelopment Project Manager	860	07/02/17	8,702	9,137	9,594	10,074	10,578			MPC
Sweeper Operator	140	07/02/17	3,950	4,148	4,355	4,573	4,802			Teamsters
Utility Billing Supervisor	540	07/02/17	6,276	6,590	6,920	7,266	7,629			MPC
Utility Lineworker	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
Utility Supervisor	810	07/02/17	8,338	8,755	9,193	9,653	10,136			MPC
Utility Technician I	705	07/02/17	6,470	6,794	7,134	7,491	7,866			Teamsters
Utility Technician II	805	07/02/17	7,344	7,711	8,097	8,502	8,927			Teamsters
Water Instrument/Maintenance Technician I	480	07/02/17	6,705	7,040	7,392	7,762	8,150			Teamsters
Water Instrument/Maintenance Technician II	750	07/02/17	7,762	8,150	8,557	8,985	9,434			Teamsters
Water Maintenance Mechanic I	480	07/02/17	6,705	7,040	7,392	7,762	8,150			Teamsters
Water Maintenance Mechanic II	750	07/02/17	7,762	8,150	8,557	8,985	9,434			Teamsters
Water Plant Apprentice Operator	200	07/02/17	4,572	4,801	5,041	5,293	5,558			Teamsters
Water Plant Operator	560	07/02/17	6,734	7,071	7,425	7,796	8,186			Teamsters
Water Plant Superintendent	883	07/02/17	9,230	9,692	10,177	10,686	11,220			MPC
Water Plant Supervisor	810	07/02/17	8,338	8,755	9,193	9,653	10,136			MPC
Water Quality Analyst I	380	07/02/17	5,903	6,198	6,508	6,833	7,175			Teamsters
Water Quality Analyst II	710	07/02/17	7,107	7,462	7,835	8,227	8,638			Teamsters
SEASONAL CLASSIFICATIONS										
Expert Consultant	0910	03/16/15	30.00				100.00			n/a
High School Intern	0550	06/22/14					10.50			n/a
Intern (college-level)	0510	04/16/12	12.00		13.50		15.00			n/a
Maintenance Aide	0530	12/30/07	10.67	11.21	11.78	12.37	13.03	13.74 (F)	14.48 (G)	15.25 (H)
Maintenance Helper	0520	06/22/14					10.50			n/a
Police Officer Trainee	6009	07/02/17	26.59	20% less than Police Officer Step A						n/a
Recreation Leader I	0550	06/22/14					10.50			n/a
Recreation Leader II	0560	12/30/07	10.50		11.00		12.00			n/a
Recreation Leader III	0570	06/17/13	13.00	14.00	15.00	16.00	17.00	18.00 (F)	19.00 (G)	20.00 (H)



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

DATE: 8/10/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Plans and Specifications, Awarding Contract 2012-15, Citywide Water and Sewer Rehabilitation Project to A-S Pipelines, Inc., and Authorizing Consultant Agreement Amendment Number 3

MEETING DATE: 8/21/2017

EXECUTIVE SUMMARY

Contract 2012-15, Citywide Water and Sewer Rehabilitation Project (the "Project") consists in general of the rehabilitation of sanitary sewer and water facilities at various locations throughout the City. Adoption of the attached Resolution will accept the plans and specifications for the Project, authorize the City Manager to execute a construction contract in the amount of \$6,490,610, with A-S Pipelines, Inc., and authorize Consultant Agreement Amendment Number 3 for the on-call agreement with Hydrosience Engineers.

FISCAL IMPACT

The Project is currently funded with \$950,000 from Water Operation Fund (WOF) (Fund 501), \$750,000 from Water Facility Reserves (WFR) (Fund 503), \$7,800,000 from Sewer Operations Funds (SOF) (Fund 521), and \$500,000 from Sewer Facility Reserves (SFR) (Fund 522). The total Project budget is \$10,000,000 (Project 5204).

After estimating future costs for the Project, there are some surplus funds in the Project account of \$792,850. Upon completion of the Project, any remaining funds will be returned to the source fund.

A Project Budget Summary is attached to this report.

RECOMMENDATION

Staff recommends that the City Council accept the plans and specifications and authorize the City Manager to execute a contract in the amount of \$6,490,610, with A-S Pipelines, Inc. for construction of the Project.

Staff recommends that the City Council authorize Consultant Agreement Amendment Number 3 to the existing on-call agreement with Hydrosience Engineers for an additional task order amount of up to \$181,865 for the design of Black Diamond Street waterline and for consultant support during construction. The resulting total maximum task order limit for Hydrosience Engineers shall not exceed \$693,838.

Staff further recommends that the City Council adopt the attached Resolution establishing a construction contingency of \$1,300,000 approximately 20% of the contract amount for unanticipated costs and construction change orders. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project for a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project for a total amount not to exceed 100% of the contingency amount.

BACKGROUND

The Project includes rehabilitation of water and sanitary sewer facilities, spot repairs, and manhole installation/rehabilitation in several areas throughout the City. This work will help alleviate chronic problem areas that require a significant amount of maintenance and repairs by the Public Works Department.

On December 21, 2009, the City Council adopted Resolution 09-11360 adopting the City's Five-Year Capital Improvement Program for 2009/10 Through 2013/14 and allocating \$500,000 of Sewer Operation Funds (SOF) (Fund 521) to CIP Project SS-30, 2010/11 Sewer Replacement Program (Project 5204)

On May 20, 2013, the City Council adopted Resolution 13-11968, approving the City of Pittsburg Capital Improvement Program for Fiscal Years 2013/14 through 2017/18 and allocating \$2,000,000 Funds from Sewer Operations Funds (SOF) (Fund 521) and \$500,000 from Sewer Facility Reserves (SFR) (Fund 522) to the Project.

On July 15, 2013, the City Council adopted Resolution 13-11999, authorizing Consultant Agreement Amendment Number 1 for design of the Project in the amount of \$388,073.

On March 17, 2014, the City Council adopted Resolution 14-12106, authorizing Consultant Agreement Amendment Number 2 for design of the Project in the amount of \$123,900 for a total agreement amount of \$511,973.

On August 3, 2015, the City Council adopted Resolution 15-13086, approving the City of Pittsburg Capital Improvement Program for Fiscal Years 2015/16 through 2019/20 and re-allocating \$3,000,000 Funds from Sewer Operations Funds (SOF) (Fund 521) and \$700,000 from Water Operation Fund (WOF) (Fund 501) to the Project.

On June 19, 2017, the City Council adopted Resolution 17-13337, approving the operating budget for fiscal year 2017-18 and allocating funds to CIP projects. This Resolution allocated \$250,000 of WOF (Fund 501), \$2,300,000 of SOF (Fund 521), and \$750,000 of Water Facility Reserves (Fund 503) to the Project, for a total Project budget of \$10,000,000.

Hydroscience Engineers, Inc. has completed the plans and specifications for the Project.

Bids for the Project were opened on August 2, 2017 and A-S Pipelines, Inc. of Pittsburg, California submitted the lowest bid of \$6,490,610.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

Staff received seven bid proposals for the construction of the Project. The bids received have been checked for arithmetical errors, completeness, and conformance with the bid requirements and A-S Pipelines, Inc. was the lowest responsive bidder. A bid summary is also attached to this report. The engineer's estimate was 9% above that of the low bidder.

Staff has determined that the low bid proposal submitted by A-S Pipelines, Inc. is responsive to the requirements set forth in the bidding documents. Staff recommends awarding the base bid for a total contract amount of \$6,490,610.

Based on the updated project budget estimate, there are \$792,850 of surplus funds in the Project account. Upon completion of the Project these funds along with any other remaining Project funds will be returned to the funding sources.

Authorization for Agreement Amendment Number 3 is for increasing the existing on-call agreement with Hydroscience Engineers for an additional task order amount of up to \$181,865. A portion of this amount (\$34,715) is for design of a replacement waterline in Black Diamond Street, which will be completed as a change order to the construction contract. The remaining of \$147,150 is for consultant support during construction. The resulting total maximum task order limit for the Project shall not exceed \$693,838.

The Project duration is anticipated to be approximately one year. The scope of work for the Project varies from pipe removal and replacement, manhole rehabilitation, boring under railroad tracks, to work in private property easements. Several items included in the scope of the Project are anticipated to need more support from the design consultant. Amendment Number 3 to the contract will allow Staff the ability to request support from the design consultant as needed.

The recommended construction contingency of \$1,300,000 or ~20% of the construction contract will provide funding for the anticipated change order to add the replacement of the water main in Black Diamond Street to the Project while also allowing for unanticipated change orders that are often required with work that involves excavation.

ATTACHMENTS: Resolution
Budget Summary

Report Prepared By: Mahta Khalatbari,
Civil Engineer II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Accepting)
Plans and Specifications and Awarding Contract)
2012-15, 2013 Citywide Water and Sewer) RESOLUTION NO. 17-
Rehabilitation Project to A-S Pipelines, Inc. from)
Pittsburg, California, and Authorizing Consultant)
Agreement Amendment Number 3)

City Council DOES RESOLVE as follows:

WHEREAS, Contract 2012-15, 2013 Citywide Water and Sewer Rehabilitation Project (the "Project") consists in general of the rehabilitation of sanitary sewer and water facilities at various locations throughout the City; and

WHEREAS, the Project is currently funded with \$950,000 from Water Operation Fund (WOF) (Fund 501), \$750,000 from Water Facility Reserves (WFR) (Fund 503), \$7,800,000 from Sewer Operations Funds (SOF) (Fund 521), and \$500,000 from Sewer Facility Reserves (SFR) (Fund 522); and

WHEREAS, the total Project budget is \$10,000,000 (Project 5204); and

WHEREAS, after estimating future costs for the Project, there is an anticipated surplus of funds in the Project account of \$792,850; and

WHEREAS, the remaining funds will be returned to the source upon completion of the Project; and

WHEREAS, Hydrosience Engineers, Inc. has completed the plans and specifications for the Project; and

WHEREAS, bids for the Project were opened on August 2, 2017 and A-S Pipelines, Inc. submitted the lowest bid of \$6,490,610; and

WHEREAS, Staff recommends that the City Council accept the plans and specifications and authorize the City Manager to execute a contract in the amount of \$6,490,610, with A-S Pipelines, Inc. for construction of the Project; and

WHEREAS, Staff recommends that the City Council authorize Consultant Agreement Amendment Number 3 to the existing on-call agreement with Hydrosience Engineers for an additional task order amount of up to \$181,865 for the design of Black Diamond Street waterline and for consultant support during construction; and

WHEREAS, the resulting total maximum task order limit for Hydrosience Engineers shall not exceed \$693,838; and

WHEREAS, Staff recommends that the City Council adopt the attached Resolution establishing a construction contingency of \$1,300,000 (approximately 20% of the contract amount); and

WHEREAS, Staff further requests that the City Engineer or his designee be authorized to approve contract change orders for this Project for a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project for 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 City Council hereby accepts the plans and specifications for the Project.

Section 3.

The City Council authorizes the City Manager to execute a construction contract for the base bid amount of \$6,490,610 with A-S Pipelines, Inc. from Pittsburg, California.

Section 4.

The City Council authorizes a construction contingency in the amount of \$1,300,000 for unforeseen expenses.

Section 5.

The City Council authorizes Consultant Agreement Number 3 to the existing on-call agreement with Hydrosience Engineers for an additional task order amount of up to \$181,865. The resulting total maximum task order limit for Hydrosience Engineers shall not exceed \$693,838

Section 6.

The City Council authorizes a construction contingency of \$1,300,000 for unanticipated costs and construction change orders.

Section 7.

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.

Section 8.

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

Section 9.

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 21st day of August 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Budget Summary

Contract 2012-15, 2013 Citywide Water and Sewer Rehabilitation Project

Project 5204

Project Funding

Water Operation Funds (Fund 501)	\$950,000
Water Facility Reserves (Fund 503)	\$750,000
Sewer Facility Reserves (Fund 522)	\$500,000
Sewer Operation Funds (Fund 521)	\$7,800,000
Funding Total	\$10,000,000

Project Expenditures:

Design: (Code 2122)	Original Design Fee (Amendment Number 1)	\$388,073
	Amendment Number 2	\$123,900
	Miscellaneous Design Costs	\$3,680
	Black Diamond Waterline Design (Amendment Number 3)	\$34,715
	Construction Support (Amendment Number 3)	\$147,150
	Subtotal	\$697,518

Miscellaneous: (Code 1399)	Advertising	\$1,000
	Reproduction	\$3,000
	BNSF Permitting	\$5,000
	Postage	\$1,000
	Subtotal	\$10,000

CCTV: (Code 2225)	CCTV	\$26,440
	Subtotal	\$26,440

Construction: (Code 2281)	Construction Contract	6,490,610
	Construction Contingency (~20%)	\$1,300,000
	Video Vehicle Detectors	\$70,000
	BNSF Fee	\$800
	Buchanan Manhole Repair	\$4,645
	Material Testing	\$173,137
	Subtotal	\$8,039,192

Staff Time: (Code 1101)	Staff Design	\$42,000
	Staff Construction Management	\$175,000
	Subtotal	\$217,000

Admin: (Code 2372)	Staff Design	\$42,000
	Staff Construction Management	\$175,000
	Subtotal	\$217,000

Expenditures Total	\$9,207,150
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Anticipated Surplus funds	\$792,850
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**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: August 7, 2017

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Mayor Craft called the meeting of the City Council to order at 7:04 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 6:00 P.M. in Closed Session for the following items:

Special Closed Session Only Meeting:

1. CONFERENCE WITH LABOR NEGOTIATORS (Section 54957.6):

Agency designated representatives: Joe Sbranti, Garrett Evans; Employee organizations: Police Managers' Group (PMG)

Originally Scheduled Closed Session:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION FOR THE CITY OF PITTSBURG (Paragraph (1) of subdivision (d) of Section 54956.9):

Genon Energy, Inc. Chapter 11, US Bankruptcy Court for the Southern District of Texas, Houston Division, Case No. 17-33695(DRJ)

Wade Derby v. City of Pittsburg, et al; United States District Court, Northern District of California, Case No. 3:16-cv-05469-SI

Michael Sibbitt, Jr. v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04377-SK

Elisabeth Anne Terwilliger v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04373-MEJ

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION; Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

One (1) case

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

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

CITY MANAGER REPORTS/REMARKS

Assistant City Manager Evans announced upcoming events throughout the City.

CITIZENS REMARKS

Brian Mohr, Pittsburg, on behalf of Grandberg International asked that the City consider a stop sign on 10th Street at Los Medanos for trucks negotiating the turn.

Larry Reasoner, Pittsburg, stated he has called the City several times but is unable to get a return phone call.

Mike Nazari, Pittsburg, expressed concerns about permitting violations he has received.

Rosamaria Corral, Pittsburg, stated her husband (Mike Nazari) and family was becoming stressed by the situation regarding permitting violations, Chevron, and the City.

Bruce Ohlson, Pittsburg, thanked the City for the bicycle paths leading to the BART station.

Wolfgang Croskey, Pittsburg, gave an update on the Pittsburg Diamonds Baseball and announced several theme nights coming up in August.

Bob Atlas, Contra Costa Fire Protection District, gave an update on recent activities for the month of July.

PUBLIC HEARING

Council Member Evola stated he would recuse himself from Item 12 due to his financial interest as a source of income from his employer who this ordinance is affected by.

Member Evola left the dais at this time.

3. Continuation of Introduction and Waive First Reading of an Ordinance Amending Title 18 of the Pittsburgh Municipal Code Related to Permitting Small Recycling Facilities and Mail Order or Direct Selling Establishments in the M District, AP-17-1235 (RZ)

The applicant has asked that this item be continued to a date uncertain.

On motion by Vice Mayor Longmire, seconded by Member Banales to continue the item to a date uncertain and approved by the following vote:

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

Council Member Evola returned to the dais at this time.

4. Adoption of a City Council Resolution to Vacate 0.33 Acres of Right of Way on Cumberland Street Near 10th Street

Mayor Craft opened the public hearing. There being no one to speak to the item, Mayor Craft closed the public hearing.

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

CONSIDERATION

5. Adoption of a Minute Order to Approve a City Council Recess in September

On motion by Vice Mayor Longmire, seconded by Member Banales, to adopt and carried unanimously to recess September 4, 2017.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements for items on the Consent Calendar.

Staff asked that Items 7 and 8 be pulled at the consultant's request.

COMBINED CITY COUNCIL, AND SUCCESSOR AGENCY CONSENT CALENDAR

On motion by Member Killings, seconded by Member Banales, to adopt without Items 7 and 8 and carried unanimously.

6. Minutes of July 17, 2017

7. Adoption of a City Council Resolution Approving Annexation of Territory to Community Facilities District No 2005-1 Public Safety Services and Levying a Special Tax in Such Territory (Annexation No. 8)

8. Adoption of a City Council Resolution Approving Annexation of Territory to Community Facilities District No. 2007-1 Park Maintenance and Levying a Special Tax in Such Territory (Annexation No. 6)
9. Adoption of a City Council Resolution Authorizing a Competitive Application to Contra Costa County for the Community Development Block Grant for Fiscal Year 2017/18 Special Infrastructure/Public Utilities
10. Adoption of a City Council Resolution to Accept Contract 2014-11, Southeast Hills Water Transmission Pipeline Project as Complete and Authorize the City Engineer to File a Notice of Completion
11. Adoption of a City Council Resolution to Accept Contract 2013-24B Dover Well Pump Station Project as Complete and Authorize the City Engineer to File a Notice of Completion
12. Adoption of a City Council Resolution to Authorize the Harbor Master to make Minor Amendments to Marina Rules and Regulations
13. Adoption of a City Council Resolution Authorizing the Filing of an Application for Funding Assigned to MTC and Stating Assurance to Complete the BART Pedestrian Bicycle Connectivity Project
14. Adoption of an Ordinance Amending Title 18 of the Pittsburg Municipal Code Related to Allowable Uses in the CP-1 District, AP-17-1245 (RZ)
15. Adoption of an Ordinance Amending Title 18 of the Pittsburg Municipal Code Related to Accessory Dwelling Units and Side Yard Setbacks, AP-17-1227 (RZ)
16. Adoption of a City Council Resolution Authorizing the Filing of an Application for Funding Assigned to MTC and Stating Assurance to Complete the City of Pittsburg Pavement Improvements Project
17. Adoption of a City Council Resolution Approving a Request to the Metropolitan Transportation Commission (MTC) for the Allocation of FY 2017/18 Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle Project Funding
18. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the Pittsburg Police Officers' Association for the Period July 1, 2017–June 30, 2020

COUNCIL MEMBER REPORTS/REMARKS

Mayor Craft stated she and Vice Mayor Longmire attended a transportation conference in Chicago on behalf of Tri Delta Transit. She stated that due to grant funding Tri Delta would be rolling out new routes in September to accommodate the eBART station and Los Medanos College.

ADJOURNMENT

The City Council meeting was adjourned at 7:41 P.M. to August 21, 2017 ***in memory of Betty Dukes.***

Respectfully submitted,

Alice E. Evenson, City Clerk



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

DATE: 8/7/2017
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of Memorandum of Understanding between the City of Pittsburg and the Pittsburg Jr. Pirates Football And Cheer Organization

MEETING DATE: 8/21/2017

EXECUTIVE SUMMARY

The Park and Recreation Department has prepared a Memorandum of Understanding between the City of Pittsburg and the Pittsburg Jr. Pirates Football and Cheer (PJPFC), a 501 (c) (3) non-profit corporation, stipulating the terms and conditions of the organization's operation at designated City facilities.

FISCAL IMPACT

This Memorandum of Understanding formalizes PJPFC's fiscal and operational obligations to the City of Pittsburg to help off-set utility and staffing costs associated with the use of designated facilities and program operations.

RECOMMENDATION

The City Council adopt the attached Memorandum of Understanding that shall extend for a period of three (3) years through December 31, 2019.

BACKGROUND

PJPFC organization enrolls in excess of 400 youth and 100 cheerleaders between the ages of five and thirteen to teach football and cheerleading skills at an introductory level. The attached MOU formalizes the organization's relationship with the City, specifying the organization's obligation in a manner that is mutually beneficial to both parties.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

This MOU clarifies and formalizes the relationship between the City of Pittsburg and the Pittsburg Jr. Pirates Football and Cheer program that had not otherwise existed, and establishes a fair and equitable condition for their football and cheer program operations.

ATTACHMENTS: Resolution
2017 Memorandum of Understanding

Report Prepared By: Don Buchanan, Manager of Recreation and Maintenance Services

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Memorandum of)
Understanding Between the City)
Of Pittsburg and the Pittsburg Jr.)
Pirates and Cheer (PJRFC))

RESOLUTION NO. 17-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the Parks and Recreation Department has prepared a Memorandum of Understanding between the City of Pittsburg and the Pittsburg Jr. Pirates Football and Cheer (PJRFC), a 501 (c) (3) non-profit corporation, stipulating the terms and conditions of their operations at the City Park and Marina Vista Elementary ballfields.

WHEREAS, under the agreement, PJRFC will provide a \$1,000.00 (one thousand) annual payment to offset utility cost associated with the use of facilities as stipulated in the contract. This is a 3 (three) year agreement beginning September 1, 2017.

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

Section 1. Approves and accepts the adoption of the Memorandum of Understanding between the City of Pittsburg and the Pittsburg Jr. Pirate Football and Cheer program.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**MEMORANDUM OF UNDERSTANDING
FOR THE USE OF BASEBALL AND
SOFTBALL FIELDS IN THE CITY OF PITTSBURG**

This Agreement is made and entered into this ____th day of _____, 2017 by and between the **CITY OF PITTSBURG** (hereinafter "**CITY**") and **PITTSBURG JUNIOR PIRATE AND CHEER** (hereinafter "**PJPFC**").

WHEREAS, CITY owns and operates City Park and is willing to allow **PJPFC** to use the baseball and softball fields and the associated facilities (further described in Section 3.A. below and hereinafter referred to as the "**FACILITIES**"); and

WHEREAS, CITY has first priority for the use of the soccer field at Marina Vista Elementary, and may permit other groups to use that field; and

WHEREAS, PJPFC requests the periodic exclusive use of some of the **FACILITIES** to support local football and cheerleading teams in the community; and

WHEREAS, CITY and **PJPFC** agree that the benefit to the youth of Pittsburgh will be greatly enhanced by the use of the **FACILITIES** in 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 **FACILITIES** by **PJPFC**, the operations conducted by **PJPFC**, and the responsibilities of **CITY AND PJPFC**, to set forth the reimbursement 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 December 31, 2019. 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 **PJPFC** agree that the use of the **FACILITIES** by **PJPFC** and the responsibilities of the **CITY** and **PJPFC** 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 City Park, specifically Ball Fields #1 and #3 and the soccer field at Marina Vista Elementary.

B. Operations

(1) **PJPFC** shall be responsible for all aspects of operations of its football and cheer organization, including but not limited to maintaining a non-profit status Football/Cheerleading organization.

(2) **CITY** and **PJPFC** shall mutually agree on a facility use schedule, as further identified in Exhibit B.

a. The **SEASON** is identified as July 15 through November 25.

b. **PJPFC** shall have full access to Marina Vista Elementary School soccer field Monday through Friday, from 5:30 pm to 8:30 pm, from Mid-July through September 1. The exact starting date in July shall be determine by the Facility Reservation schedule referenced herein.

c. **PJPFC** shall have full access to ball fields #1 and #3, Monday through Thursday, from 5:00 pm to 8:00 pm. from Mid-September through November 25. The exact starting date in September shall be determine by the Facility Reservation Schedule referenced herein.

d. **PJFPC** shall have the authority to schedule practices or games at the **FACILITIES** during the dates and times referenced above as follows:

- At City Park Field #1: During the Off-Peak Season
- At City Park Field #3: During the Off-Peak Season
- At the Marina Vista Soccer Field: During the Off-Peak Season.

The Off-Peak Season for Marina Vista Soccer Field shall last from July to September of each year.

The Off-Peak Season for City Park shall last from Septemberto November of each year.

e. **PJFPC** shall have no rights or authority to use or schedule practices or game at the **FACILITIES** at times other than those times and dates identified above.

f. The **CITY** reserves the right to cancel practices or games if unfavorable conditions exist due to inclement weather for any reason, including in order to protect the fields from damage.

g. The **CITY** may enter in memoranda of understanding with other organizations regarding the use of the **FACILITIES** during times when the **FACILITIES** are not reserved for **PJPFC**. The **CITY** reserves the right to rent the **FACILITIES** to any entity or individual for any date or time, including weekends, when the **FACILITIES** are not reserved for **PJPFC** or any other organizations.

h. **PJPFC** agrees to deliver a tentative schedule of dates for practices and games to **CITY** no later than August 1, or the next business day, of each year of this **AGREEMENT**.

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

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

k. As long as there is no conflict with the approved facility reservation schedule for **PJPFC**, **CITY** will continue its typical hosting of high school baseball, recreational softball, little league baseball, annual tournaments, and other events at the **FACILITIES** throughout the term of this **AGREEMENT**.

j. A master schedule for the use of multiple **CITY** fields, including the **FACILITIES**, is attached hereto as Exhibit B. This schedule is for informational purposes only, and the **CITY** shall have the right to alter this schedule consistent with the provisions of this Agreement.

C. Required Staffing.

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

D. Program Promotion

(1) **PJPFC** shall be responsible for promoting and publicizing its **PJPFC**, schedule, and program.

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

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 field, stadium interior and exterior, lights, dugout areas, entrances, landscape, and permanent concession and restroom buildings. 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) **CITY** shall provide all utility, water, electrical, gas, and garbage disposal services to the **FACILITIES**, at its sole expense.

(3) **PJPFC** 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) **CITY** shall provide garbage receptacles and disposal services to serve the **FACILITIES**.

(6) **CITY** shall provide all soaps and restroom paper products, and stock the same for the permanent restrooms located at the **FACILITIES**.

(7) **PJPFC** shall provide maintenance services:

- a. Litter pick- up.
- b. Placement of all garbage in receptacles;

(8) **CITY** will turn on all field, grandstand, and related lights 30 minutes before dusk.

F. Equipment.

(1) **PJPFC** shall purchase all **PJPFC** related equipment, including

safety and first aid equipment, at its sole expense and responsibility.

(2) **CITY** shall provide on-site storage for **PJPFC** equipment at City Park. **PJPFC** uses storage at its own risk, **CITY** has no liability for stored equipment.

G. Concessions.

(1) **PJPFC** will reserve and pay rental fees for the Snack Bar through **CITY** Recreation Department if **PJPFC** elects to offer concessions.

(2) **PJPFC** may open concessions facilities for general sales no earlier than one (1) hour prior to practice or games.

(3) **PJPFC** 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) **PJPFC** shall be wholly responsible for all sales tax requirements associated with the concessions sales during its use of the **FACILITIES**.

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

H. Fees.

(1) **PJPFC** shall pay **CITY** a payment of \$1000 for facility usage per year. The payment must be received by August 1 of each year.

4. Indemnification and Hold Harmless.

Parties agree to the following:

A. CITY agrees to protect, defend, indemnify, and hold harmless **PJPFC**, 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 negligence of **CITY** arising in connection with this Agreement.

B. PJPFC agrees to defend, indemnify, release, and hold harmless **CITY**, its

officers, elected officials, agents, and employees (collectively, , the "**Indemnitees**"), 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), of any kind, arising during or in connection with **PJPFC's** use of the **FACILITIES** pursuant to this **AGREEMENT**, or related to **PJPFC's** failure to perform any provision of this **AGREEMENT**, except to the extent such claims are caused by the sole negligence or willful misconduct of the Indemnitees.

In addition, **PJPFC** 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 **PJPFC**, arising out of or in connection with the **CITY's** approval of this **AGREEMENT**.

In the event **PJPFC** 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. **PJPFC** 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 **PJPFC** 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. **PJPFC**, at its sole cost and expense, shall obtain and maintain, during the life of this agreement commercial general liability and public liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, and \$1,000,000 Liquor Liability, in a form satisfactory to **CITY** for risks associated with this agreement and the use of the Facilities. The Insurance shall cover the **CITY**, its officers, elected officials, employees, agents and volunteers as additional named insureds for 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 **PJPFC**, 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) PJPFC's insurance shall be the primary insurance. It is agreed that any insurance maintained by **CITY** shall apply in excess and not contribute with insurance provided by **PJPFC**.

(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**.

(5) Insurance obtained by PJPFC shall have a deductible approved by the City Manager in writing.

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. This **AGREEMENT** shall have no legal effect until the City Attorney has issued such approval.

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** prior to the end of the term hereof, upon thirty (30) days' advanced written notice to **PJPFC**.

B. PJPFC Termination. **PJPFC** may terminate this **AGREEMENT** upon thirty (30) days' advance written notice to **CITY** anytime during the Off-Season (defined as after the last regular season game of any season and on/before March 1 of any season during the Term). In this event, no Fees shall be due for the upcoming regular season.

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. Transfers and Assignments.

A. PJPFC's Right to Assign or Transfer. **PJPFC** may not assign or transfer any of its rights or interests under this Agreement, without the prior written consent of **CITY**. Consent from **CITY** shall not be unreasonably withheld.

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

C. 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 **PJPFC**. **PJPFC** shall promptly furnish any and all information required under this Section as the **CITY** considers **PJPFC's** request for consent to the proposed assignment or transfer. Requirements from the **CITY** shall be reasonable and consent shall not be unreasonably withheld.

11. 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:

Joe Sbranti
City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

TO PJPFC:

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.

12. 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**.

13. 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.

14. 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**.

15. 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**.

16. Filing.

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

17. No Employment or Agent Relationship.

CITY and **PJPFC** 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. **PJPFC** employees are not **CITY** employees and **CITY** employees are not **PJPFC** 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. Except as City may specify in writing, **PJPFC** shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the City.

18. 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 **PJPFC**. The City Manager, or his designee, is authorized to alter or modify the terms and conditions on behalf of **CITY** as necessary. **OWNERS** or designee is authorized to alter or modify the terms and conditions on behalf of **PJPFC** as necessary.

19. No Third Party Beneficiaries

This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third party.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** as of the ____ day, of _____ 2017 first above written.

City of Pittsburgh

PJPFC

City Manager

Title:_____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Exhibits: A: Facilities
 B: Facility Schedule

Exhibit A
Facilities

1. City Park
 - a. City Park Field #1
 - b. City Park Field #3
2. Marina Vista Elementary.
 - a. Soccer Field

Exhibit B
Facility Schedule

Field	Peak Season	Off Peak Season	Sunday Rentals
CP1	City	PJPFC	City
CP2	PBSA	PBSA	PBSA
CP3	PBSA	PJPFC	Open
Davi 1	PBSA	Open	Open
Davi 2	PBSA	Open	Open
Davi 3	PBSA	Open	Open
Davi 4	PBSA	Open	Open
Central Park	PBSA	PBSA	PBSA
Mariner Park	Open	Open	Open
Highlands Ranch	PBSA	Open	Open
San Marco	PBSA	Open	Open
Marina Vista	City	PJPFC	Open

2845299.2



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

DATE: 8/10/2017
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Receive and File the Treasurer's Report for the Quarter Ending June 30, 2017
MEETING DATE: 8/21/2017

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending June 30, 2017, which includes detailed information on the City and Successor Agency's (Agency) investments.

FISCAL IMPACT

The City's expenditure requirements for the next six months are covered by anticipated revenues from City operations and liquidity from maturing investments. The difference between market value and cost as of June 30, 2017 will be reflected in the City's financial statements for Fiscal Year 2016-17 as an adjustment to interest income for each of the City's funds on a pro rata basis as required by Governmental Accounting Standards Board Statement Number 31.

RECOMMENDATION

City Council accepts the Treasurer's Report for the quarter ending June 30, 2017 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

N/A

STAFF ANALYSIS

The City and the Agency's investment portfolio increased by \$21.1 million during the third quarter of Fiscal Year 2016-17, from \$114.7 million on March 31, 2017 to \$135.8 million on June 30, 2017 (Table I). The primary increases are due to receipts of 1) Property Tax revenue, (2) IBank project reimbursements and 3) Successor Agency debt service prefunding for Fiscal Year 2017-18.

Of the total cash and investments reported above, only the portions held in the City's General Fund, \$36.3 million (26.7%) and Internal Service Funds, \$4.1 million (3.0%) are unrestricted, although a portion of these amounts may be committed for existing obligations or designated for specific purposes. The remaining \$95.4 million (70.3%) of the City's cash and investments are restricted for specific uses, in accordance with Federal, State or Local agency rules and regulations.

The investment report includes all cash and investments as summarized in the attached tables as of June 30, 2017. Investment income for the quarter was \$303,971. The portfolio's total return for the quarter was 0.50%, which outperformed the 0.34% return set by Bank of America Merrill Lynch 0-5 Year U.S. Treasury Index (City's performance benchmark). The portfolio's average yield (excluding Bonded Debt Portfolio) for the quarter was 1.63%.

The City and Successor Agency's investments are managed by the City's registered investment advisor, PFM Asset Management (PFM). PFM is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities. A review of this quarter's investment performance prepared by PFM is attached.

As of June 30, 2017, investments in the State's Local Agency Investment Fund (LAIF) were \$33,800,000. Earning from LAIF was 0.92 % and LAIF investments portfolio composed of 60.79% U.S. Treasuries and Agency notes, 27.73% in Time Deposits and Bank Notes and 11.48% in other types of investments. A detailed investment performance of LAIF investments is listed on Table III of The Treasury Report.

Governmental Accounting Standards Board Statement 40 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 LAIF and from the City's registered investment advisors and bond trustees for longer-term investments. These market valuations are subject to daily changes in market value. The change in market value is considered temporary in nature, as it is the City's general intention to hold its investments until maturity, when they would be redeemed at market value.

ATTACHMENTS: Letter from City Treasurer
Table I – Cash & Investment Portfolio
Table II – Investment by Type
Table III – LAIF Summary
Review of Investment Performance Report by PFM Asset Management

Report Prepared By: Krista Nuxoll, Financial Analyst

Report Reviewed By: Brad Farmer, Director of Finance



**City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565**

August 9, 2017

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending June 30, 2017, and find that it complies with the Investment Policy established by my office.

Sincerely,

A handwritten signature in blue ink that reads "Nancy Parent". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Nancy Parent
City Treasurer

CITY OF PITTSBURG
Cash & Investment Portfolio
FY 2016/17- 4th Quarter

Table I

DESCRIPTION	BALANCE 03/31/17	BALANCE, 06/30/17	FAIR MKT VALUE (6/2017 Factor)
<u>CASH & INVESTMENTS:</u>			
LAIF City Operating	\$ 23,000,000	\$ 33,800,000	\$ 33,764,195
Operating Cash & Investment Accounts	54,637,356	54,681,410	54,426,626
TOTAL CITY INVESTMENTS:	\$ 77,637,356	\$ 88,481,410	\$ 88,190,820
<u>FISCAL AGENT INVESTMENTS:</u>			
Miscellaneous Debt Service Operating Accounts	\$ 86,082	\$ 86,130	\$ 86,130
Pension Obligation Bond-Reserve Funds	2,816,367	2,817,501	2,817,501
Assessment District Bonds-Reserve Funds	2,767,403	2,768,903	2,768,903
Tax Allocation (TAB) Bonds Restricted Reserves Funds	31,329,729	41,582,655	41,602,401
Water Revenue Bonds	25,886	25,898	25,898
TOTAL FISCAL AGENT INVESTMENTS:	\$ 37,025,466	\$ 47,281,087	\$ 47,300,833
TOTAL CASH & INVESTMENTS :	\$ 114,662,822	\$ 135,762,497	\$ 135,491,652

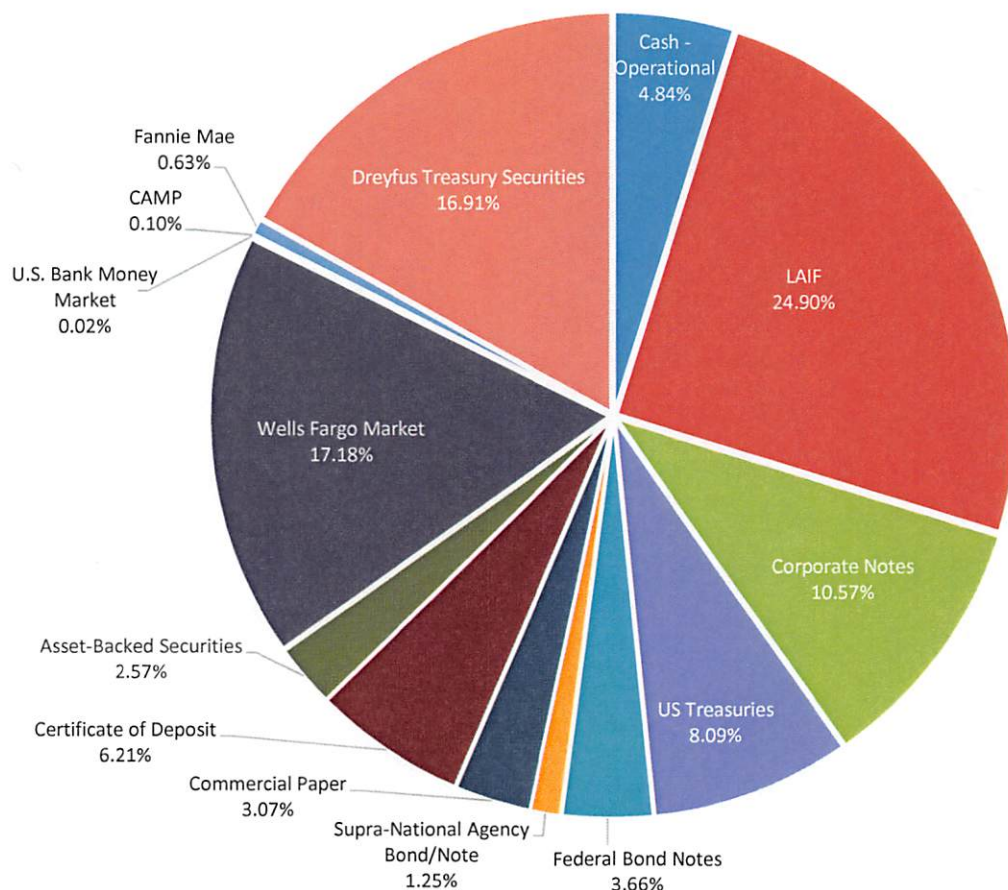
Balance between City's books and PFM's statements (attached) have a variance of \$399. This difference is due to how PFM accounts for sales of securities vs. how Wells Fargo, our custodial bank, accounts for the sale of securities.

City of Pittsburgh
Investment by Type as of June 30, 2017

Table II

Description	Amount		Avg Yield	Average Duration or Maturity Date
Cash - Operational	\$ 6,576,913	4.84%	N/A	N/A
LAIF	33,800,000	24.90%	0.92%	180 days
Corporate Notes	14,349,060	10.57%	2.07%	864 days
US Treasuries	10,981,262	8.09%	1.63%	1,413 days
Federal Bond Notes	4,971,591	3.66%	1.46%	791 days
Supra-National Agency Bond/Note	1,691,556	1.25%	1.23%	739 days
Commercial Paper	4,173,301	3.07%	1.37%	120 days
Certificate of Deposit	8,434,267	6.21%	1.63%	427 days
Asset-Backed Securities	3,484,667	2.57%	1.68%	1,441 days
Wells Fargo Market	23,328,383	17.18%	0.34%	47 days
U.S. Bank Money Market	25,898	0.02%	0.20%	N/A
CAMP	136,148	0.10%	1.05%	N/A
Fannie Mae	858,771	0.63%	1.25%	N/A
Dreyfus Treasury Securities	22,950,680	16.91%	0.61%	36 days
GRAND TOTAL:	\$ 135,762,497	100.00%		

City of Pittsburgh
Investments by type (June 30, 2017)





**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



TABLE III

PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
06/19/17	0.98	0.92	183
06/20/17	0.98	0.92	182
06/21/17	0.99	0.92	181
06/22/17	1.00	0.92	186
06/23/17	1.00	0.92	188
06/24/17	1.00	0.92	188
06/25/17	1.00	0.92	188
06/26/17	1.01	0.93	184
06/27/17	1.01	0.93	182
06/28/17	1.01	0.93	182
06/29/17	1.01	0.93	181
06/30/17	1.03	0.93	194
07/01/17	1.03	1.03	194
07/02/17	1.03	1.03	194
07/03/17	1.03	1.03	199
07/04/17	1.03	1.03	199
07/05/17	1.04	1.03	197
07/06/17	1.04	1.03	196
07/07/17	1.04	1.04	195
07/08/17	1.04	1.04	195
07/09/17	1.04	1.04	195
07/10/17	1.05	1.04	192
07/11/17	1.04	1.04	194
07/12/17	1.05	1.04	194
07/13/17	1.05	1.04	192
07/14/17	1.05	1.04	193
07/15/17	1.05	1.04	193
07/16/17	1.05	1.04	193
07/17/17	1.05	1.04	191
07/18/17	1.05	1.04	190
07/19/17	1.05	1.04	193

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

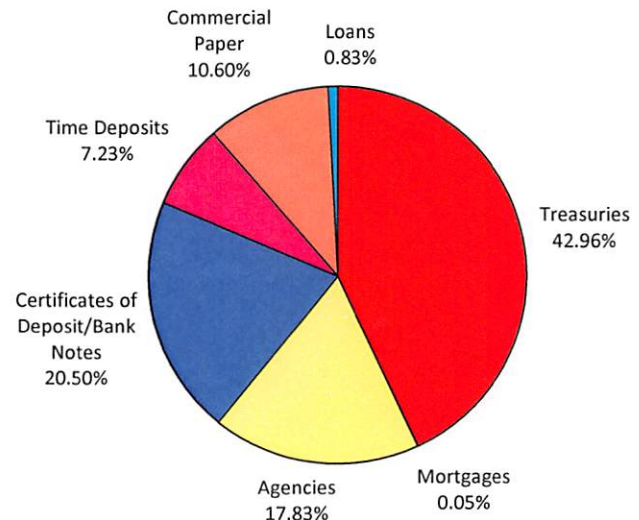
Quarter Ending 06/30/17

Apportionment Rate: 0.92%
 Earnings Ratio: .00002531309414880
 Fair Value Factor: 0.998940671
 Daily: 1.03%
 Quarter to Date: 0.93%
 Average Life: 194

**PMIA Average Monthly
Effective Yields**

June 2017 0.978%
 May 2017 0.925%
 Apr 2017 0.884%

**Pooled Money Investment Account
Portfolio Composition
06/30/17
\$77.6 billion**



Based on data available as of 7/19/2017



CITY OF PITTSBURG

Investment Performance Review For the Quarter Ended June 30, 2017

Client Management Team

Monique Spyke, Managing Director

Izac Chyou, Senior Managing Consultant

PFM Asset Management LLC

50 California Street, Suite 2300

San Francisco, CA 94111

415-982-5544

One Keystone Plaza, Suite 300

Harrisburg, PA 17101-2044

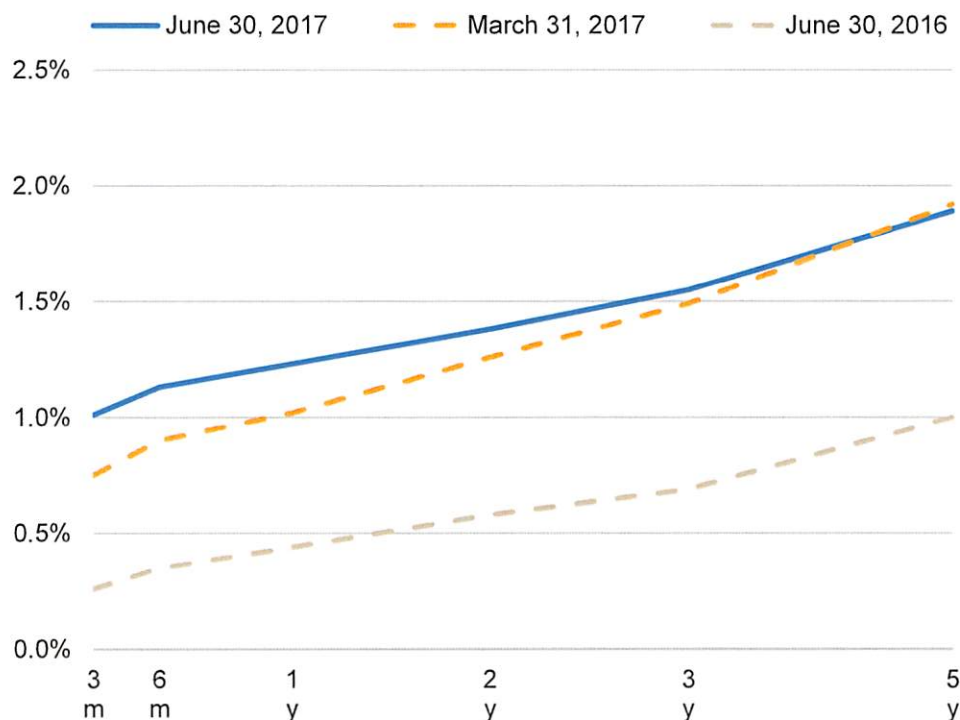
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Market Update

Short-Term Yields Higher but Curve Flatter in Second Quarter

- Treasury yields are substantially higher compared to a year ago, with short-term yields rising in response to the Fed raising rates to normalize policy, while longer-term yields have come down in response to lower inflation expectations.

U.S. Treasury Yield Curve

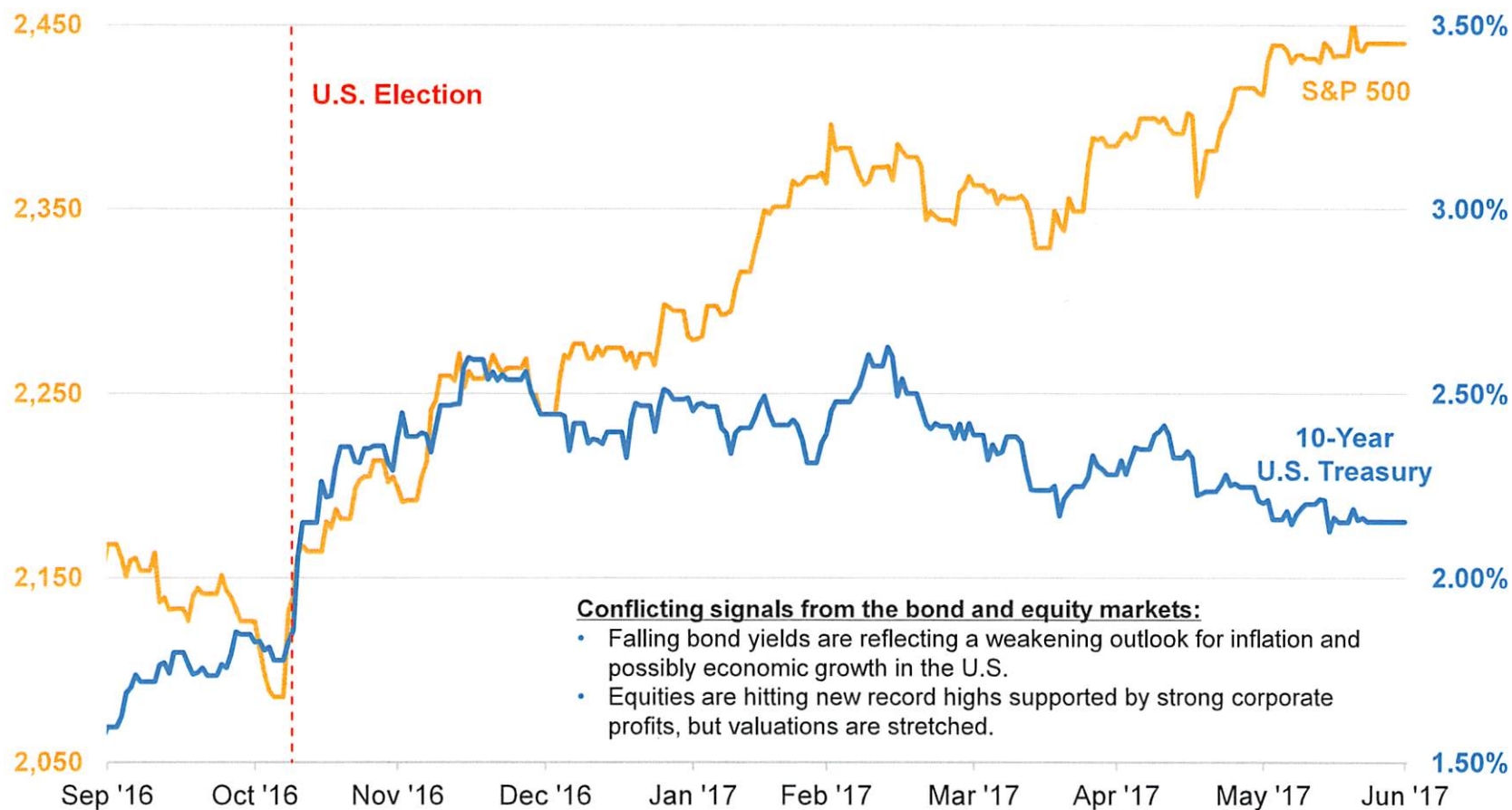


Yield Curve History

Maturity	03/31/17	06/30/17	Change
3-Mo.	0.75	1.01	0.26
6-Mo.	0.90	1.13	0.23
1-Yr.	1.02	1.23	0.21
2-Yr.	1.26	1.38	0.12
3-Yr.	1.49	1.55	0.06
5-Yr.	1.92	1.89	-0.03
10-Yr.	2.39	2.31	-0.08
20-Yr.	2.76	2.61	-0.15
30-Yr.	3.02	2.84	-0.18

Source: Bloomberg, as of 6/30/17.

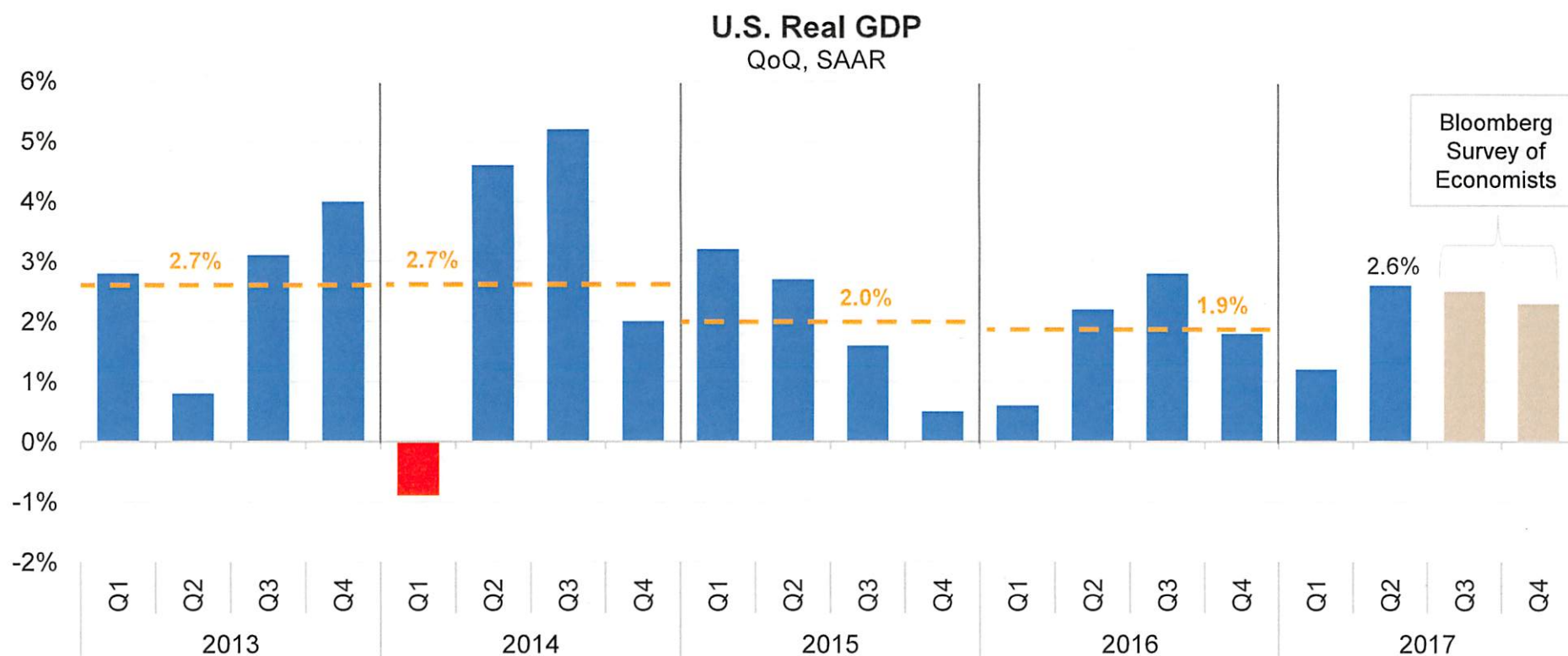
A Tale of Two Markets



Source: The WSJ Daily Shot, Bloomberg, as of 6/30/17.

Economic Growth

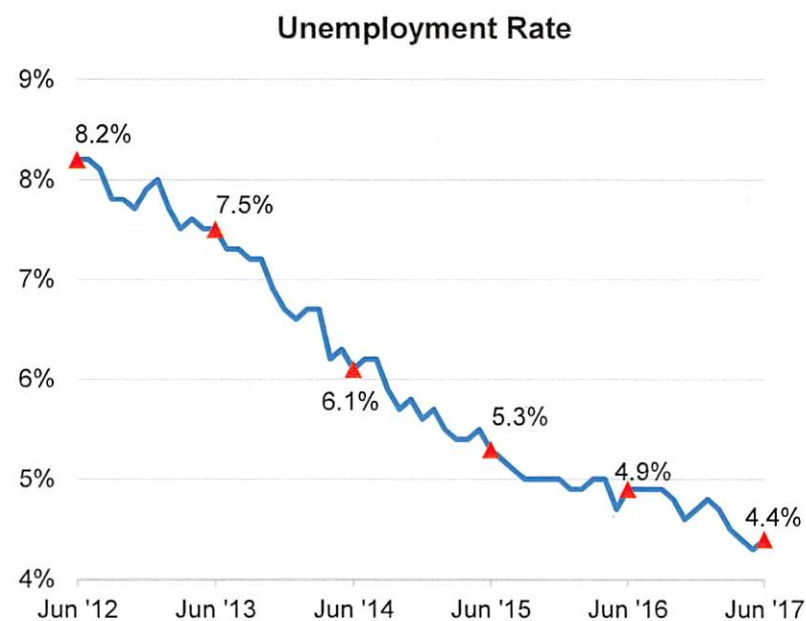
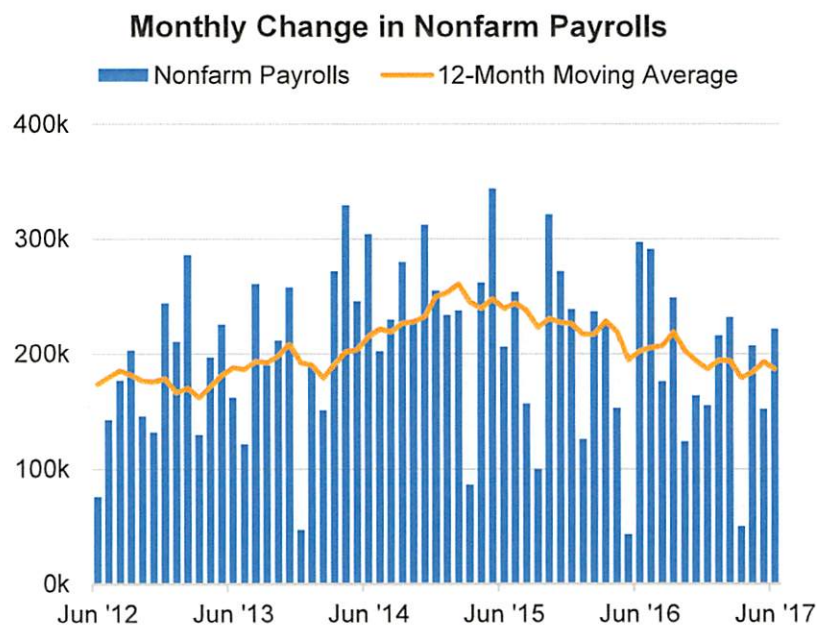
- Gross domestic product increased at an annualized rate of 2.6% in the second quarter of 2017.
- All four major components contributed positively to economic growth, with personal consumption bouncing back and adding 1.9% to the top line. Gross private investments, net exports, and government consumption were more modest, contributing 0.7% in total to second quarter GDP.



Source: Bloomberg, as of 7/28/17. SAAR is seasonally adjusted annualized rate. Orange dashes denotes four-quarter averages.

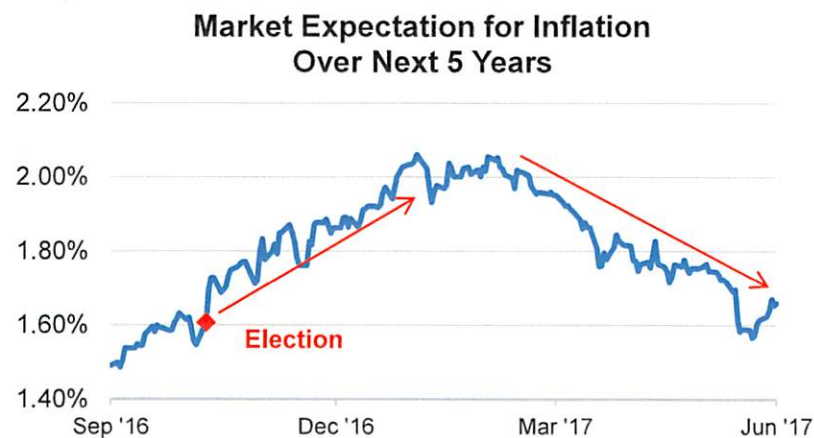
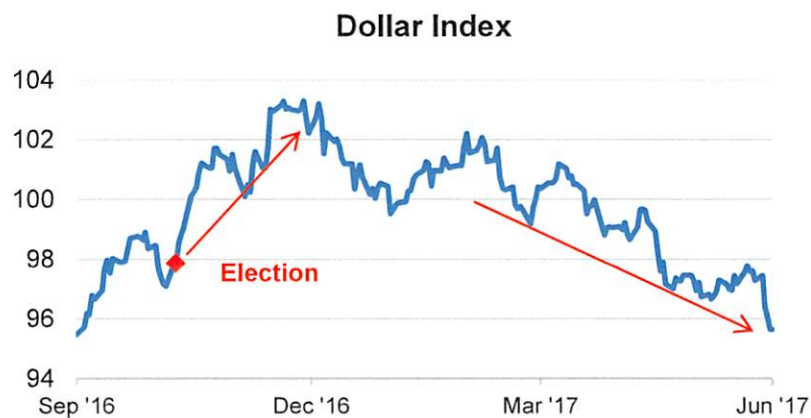
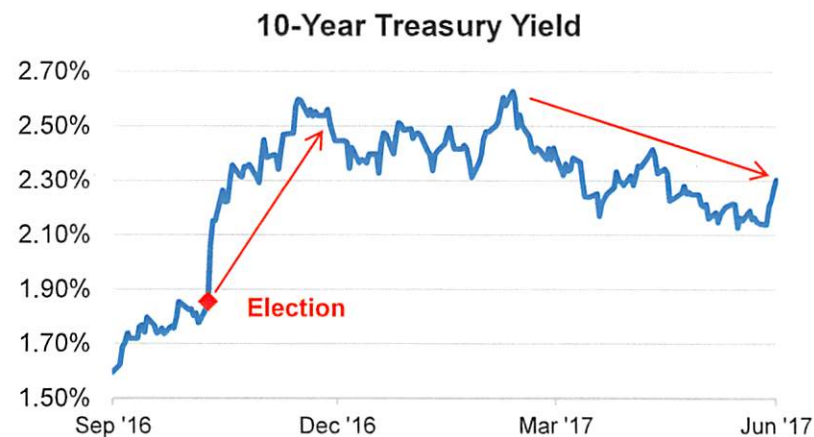
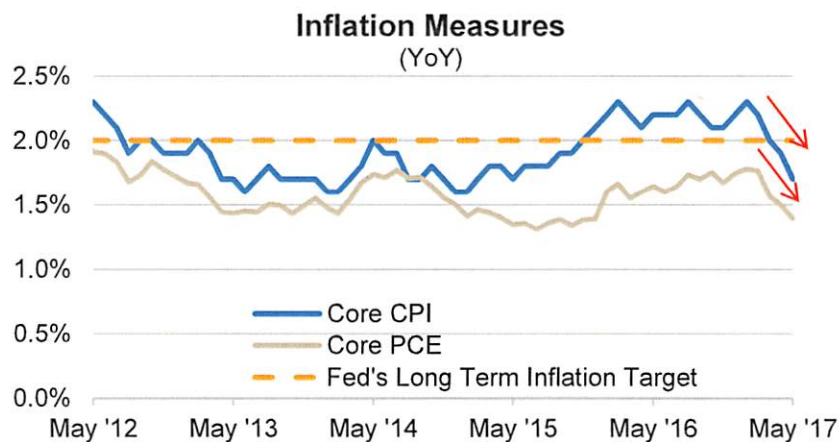
Labor Market Strength Continues

- The U.S. labor market continued to improve, adding 581,000 jobs in the second quarter and an average of 187,000 jobs per month over the past year.
- The headline unemployment rate and the labor force participation rate ticked up to 4.4% and 62.8%, respectively. The U-6 rate, which includes underemployed and discouraged workers, ended the quarter at 8.6%—the lowest since 2007.
- Average hourly earnings—an important gauge of wage growth—grew 2.5% over the past 12 months.



Source: Bloomberg, as of 6/30/17.

Inflation Trend Reverses



Source: Bloomberg, as of 6/30/17. Post-election period is 11/08/16-1/20/17, post-inauguration period is 1/20/17-6/30/17.

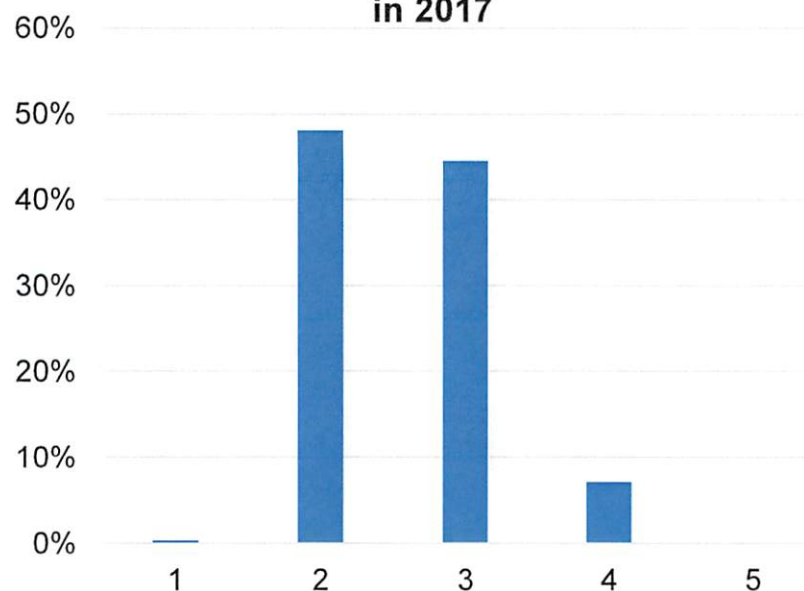
Fed Rate Hikes Expected in 2017

- On June 14, the Federal Open Market Committee (FOMC) raised rates for the fourth time since the recession by 25bps, lifting its target rate to 1.00% - 1.25%.
- Market implied probabilities indicate that there is a 52% chance of the Fed raising rates at their December meeting. Additionally, the market has priced in a 45% chance of one more hike this year.

Probability of Fed Rate Hike

Meeting	6/30/2017
7/26/2017	0%
9/20/2017	16%
11/1/2017	17%
12/13/2017	52%
1/31/2018	53%

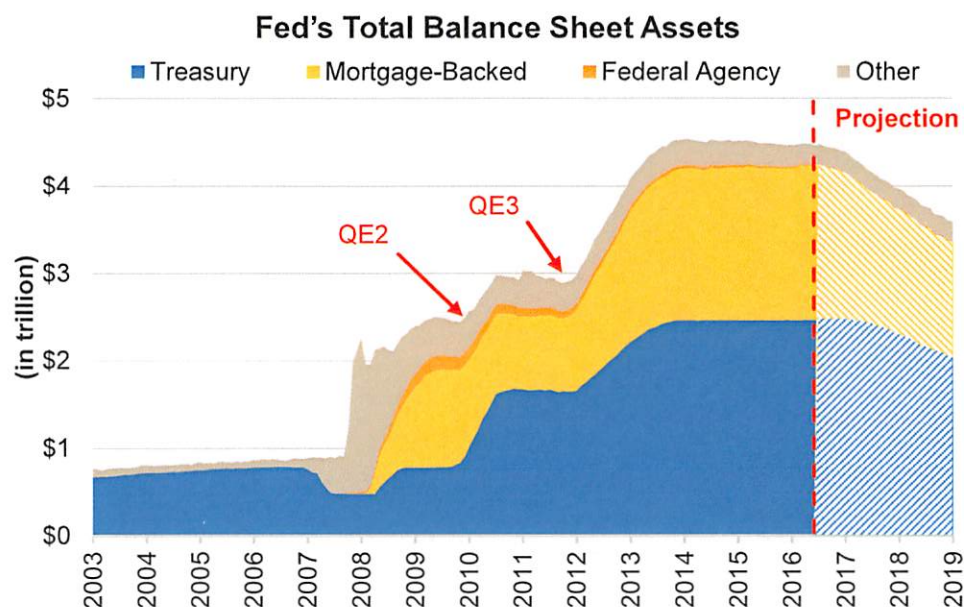
Number of Total Rate Hikes Expected in 2017



Source: Bloomberg, based on Fed Funds Futures (Effective rate) by Bloomberg.

Fed's Balance Sheet Normalization Plan

- At the June FOMC meeting, the Federal Reserve laid out its plan to reduce the size of its balance sheet, which stands at \$4.5 trillion after multiple rounds of quantitative easing following the 2007 financial crisis. Fed officials expect to begin implementing the program this year, provided the economy evolves broadly as anticipated.
- The Fed plans to gradually reduce its holdings by decreasing reinvestments of principal payments on its U.S. Treasury and agency mortgage-backed securities. The pace of this decline will be limited by a cap that starts at \$10 billion per month, increasing every three months until it reaches \$50 billion per month.



(in billion)	Treasury Holdings	Agency MBS Holdings	Total Fed Assets
Dec 2017	\$2,465	\$1,770	\$4,470
Dec 2019 (Projected)	\$2,035	\$1,410*	\$3,680
Difference:	\$430	\$360*	\$790

*MBS projection assumes that principal payments will always exceed the cap over the horizon period (i.e. the monthly run off amount is equal to the cap).

Source: Bloomberg, The Federal Reserve, FRB of St. Louis, as of 6/15/17. Projection is based on maturity schedule of Fed's Treasury holdings and caps on reinvestments as described in FOMC's June 2017 addendum to the Policy Normalization Principles and Plans, assuming normalization begins in January 2018.

Portfolio Review

Security Type	Original Cost	Market Value	% of Portfolio	In Compliance	Average Maturity ¹	Average Yield ¹
Cash Equivalents	\$6,576,913	\$6,576,913	7.5%	✓	1	0.00%
Money Market Funds	\$18,793	\$18,793	<0.1%	✓	1	0.33%
Investment Pools	\$33,800,000	\$33,764,195	38.3%	✓	1	0.92%
Total Liquidity	\$40,395,706	\$40,359,901	45.8%		1	0.77%
U.S. Treasury Notes ²	\$10,981,062	\$10,927,633	12.4%	✓	1,426	1.63%
Federal Agency Securities ³	\$4,971,392	\$4,956,769	5.6%	✓	760	1.46%
Supranational Securities	\$1,691,556	\$1,686,411	1.9%	✓	648	1.23%
Negotiable Certificates of Deposit	\$8,434,267	\$8,449,034	9.6%	✓	389	1.63%
Medium-Term Corporate Notes	\$14,349,060	\$14,141,732	16.0%	✓	873	2.06%
Asset-Backed Securities	\$3,484,667	\$3,482,606	3.9%	✓	1,414	1.68%
Commercial Paper	\$4,173,301	\$4,186,733	4.7%	✓	139	1.37%
Total Securities	\$48,085,305	\$47,830,918	54.2%		870	2.35%
Total Portfolio	\$88,481,011	\$88,190,819	100.0%		473	1.63%
Bonded Debt Portfolio	\$47,281,087	\$47,300,833				0.47%
Total	\$135,762,098	\$135,491,652				1.23%

1. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days.

2. Due to different disposal values applied by Wells Fargo and PFM, original cost value of U.S. Treasury bond with CUSIP 912828Q78 differs by \$200.11.

3. Due to different disposal values applied by Wells Fargo and PFM, original cost value of Federal Agency bond with CUSIP 3135G0N82 differs by \$199.15.

Issuer	Original Cost	Market Value	% of Portfolio	% Permitted by Policy	In Compliance	Average Maturity ¹	Average Yield ¹
Cash Equivalents	6,576,913	6,576,913	7.5%			1	0.00%
Bank	6,576,913	6,576,913	7.5%	100%	✓	1	0.00%
Money Market Funds	18,793	18,793	<0.1%			1	0.33%
Wells Fargo	18,793	18,793	<0.1%	10%	✓	1	0.33%
Investment Pools	33,800,000	33,764,195	38.3%			1	0.92%
Local Agency Investment Fund	33,800,000	33,764,195	38.3%	\$65 million	✓	1	0.92%
U.S. Treasury Notes	10,981,062	10,927,633	12.4%			1426	1.63%
U.S. Treasury ²	10,981,062	10,927,633	12.4%	100%	✓	1426	1.63%
Federal Agency Securities	4,971,392	4,956,769	5.6%			760	1.46%
FHLB	329,980	329,855	0.4%	100%	✓	626	1.38%
FHLMC	951,734	949,351	1.1%	100%	✓	1025	1.49%
FNMA ³	3,689,678	3,677,562	4.2%	100%	✓	704	1.46%
Commercial Paper	4,173,301	4,186,733	4.7%			139	1.37%
Bank of Tokyo Mitsubishi CP	1,087,506	1,090,844	1.2%	5%	✓	210	1.54%
BNP Paribas	939,604	939,428	1.1%	5%	✓	266	1.49%
Credit Agricole SA	1,391,416	1,398,222	1.6%	5%	✓	38	1.25%
Rabobank	754,775	758,239	0.9%	5%	✓	67	1.20%
Negotiable Certificates of Deposit	8,434,267	8,449,034	9.6%			389	1.63%
Bank of Nova Scotia (Houston)	1,150,000	1,149,323	1.3%	5%	✓	644	1.91%
Bank of Montreal Chicago	945,000	950,493	1.1%	5%	✓	587	1.90%
Canadian Imperial Bank	939,267	943,938	1.1%	5%	✓	518	1.78%
HSBC USA	1,150,000	1,152,482	1.3%	5%	✓	140	0.97%
Nordea Bank	940,000	943,938	1.1%	5%	✓	518	1.74%
Norinchukin Bank NY	715,000	715,136	0.8%	5%	✓	133	1.40%
Royal Bank of Canada (New York)	695,000	696,263	0.8%	5%	✓	252	1.69%
Skandinaviska Enskilda NY	1,150,000	1,149,500	1.3%	5%	✓	139	1.48%
Svenska Handelsbanken	750,000	747,963	0.8%	5%	✓	559	1.91%

1. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days. Per issuer limit.

2. Due to different disposal values applied by Wells Fargo and PFM, original cost value of U.S. Treasury bond with CUSIP 912828Q78 differs by \$200.11.

3. Due to different disposal values applied by Wells Fargo and PFM, original cost value of Federal Agency bond with CUSIP 3135G0N82 differs by \$199.15.

Issuer	Original Cost	Market Value	% of Portfolio	% Permitted by Policy	In Compliance	Average Maturity ¹	Average Yield ¹
Medium-Term Corporate Notes	14,349,060	14,141,732	16.0%			873	2.06%
American Express Company	429,553	432,046	0.5%	5%	✓	977	2.24%
American Honda Finance	299,574	300,657	0.3%	5%	✓	959	2.05%
Apple Inc.	1,566,302	1,574,625	1.8%	5%	✓	675	2.01%
BB&T Bank	715,361	720,489	0.8%	5%	✓	1736	2.59%
Bank of New York	1,000,460	1,006,992	1.1%	5%	✓	1683	2.59%
Berkshire Hathaway	294,745	294,304	0.3%	5%	✓	698	1.53%
John Deere	979,224	982,424	1.1%	5%	✓	437	1.82%
Walt Disney Corporation	149,961	150,468	0.2%	5%	✓	978	1.96%
General Electric	922,668	921,427	1.0%	5%	✓	276	1.52%
Home Depot	234,864	235,107	0.3%	5%	✓	1071	1.82%
IBM	1,919,346	1,676,239	1.9%	5%	✓	472	1.88%
JP Morgan Chase	1,986,282	2,001,188	2.3%	5%	✓	937	2.36%
Pepsi Co.	354,734	354,881	0.4%	5%	✓	671	1.59%
State Street	463,499	463,544	0.5%	5%	✓	1145	1.94%
Toyota	1,560,577	1,570,826	1.8%	5%	✓	748	2.12%
Wells Fargo	1,471,910	1,456,514	1.7%	5%	✓	1256	2.04%
Asset-Backed Securities	3,484,667	3,482,606	3.9%			1414	1.68%
Ally Auto	689,922	689,986	0.8%	5%	✓	1496	1.77%
American Express Company Credit	539,913	539,575	0.6%	5%	✓	1629	1.65%
CNH Equipment Trust	604,977	606,274	0.7%	5%	✓	1111	1.80%
Ford Motor Credit	314,999	314,767	0.4%	5%	✓	1446	1.67%
Honda Auto Receivables	469,959	469,285	0.5%	5%	✓	1508	1.68%
Hyundai Auto Receivables	684,916	682,988	0.8%	5%	✓	1398	1.56%
John Deere Owner Trust	179,980	179,731	0.2%	5%	✓	1241	1.54%
Supranational Securities	1,691,556	1,686,411	1.9%			648	1.23%
Inter-American Development Bank	648,050	643,084	0.7%	100%	✓	682	1.10%
International Bank of Reconstruction and Development	1,043,506	1,043,327	1.2%	100%	✓	627	1.31%
Total	88,481,011	88,190,819				473	1.63%

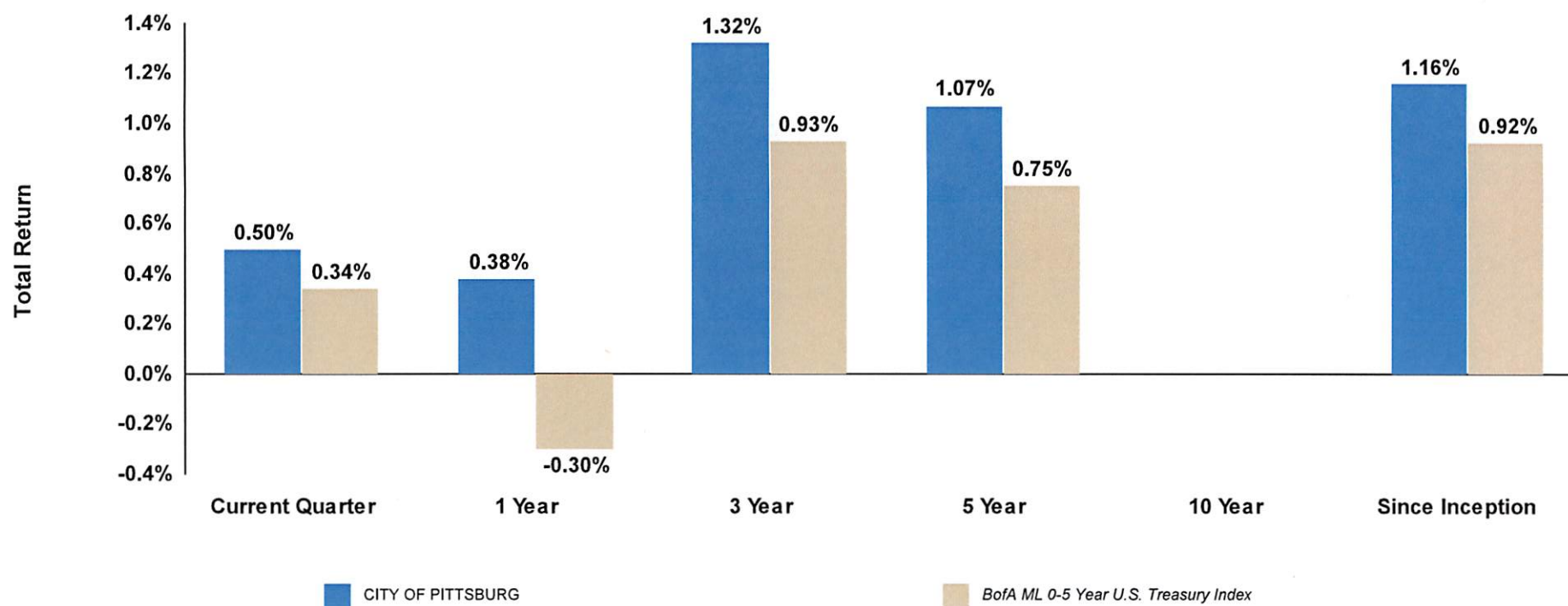
1. Averages shown are weighted averages calculated based on original cost. Average maturity is shown as days. Per issuer limit.

Portfolio Recap

- Short-term and long-term Treasury yields diverged during the second quarter as short-term (three years and under) yields moved higher, pricing in the Fed's June rate hike, while yields on longer-term maturities fell amid muted inflation and fading prospects for stimulative fiscal policy. As a result, the yield curve flattened, retracing all the steepening that took place following the U.S. presidential election.
- Our duration strategy is to remain relatively in line with the benchmark's duration unless we have a strong conviction that rates are not appropriately reflecting market risks and expectations. At quarter end, we aligned the portfolio duration with the benchmark duration since market conditions were consistent with moderate growth and the Fed is on track to gradually raise rates.
- Federal agency yield spreads narrowed further amid minimal new issuance, ending the quarter at historically tight levels.
- We maintained corporate allocations as the sector's additional income remained advantageous, and the sector benefited from further spread tightening.
- We participated in new AAA-rated asset-backed security (ABS) issues as ABS provide both enhanced diversification and incremental yield.
- In the money market space, short-term Treasury yields rose, repricing to reflect the Fed's ¼ percent June rate hike. The yield spread offered by commercial paper (CP) and certificates of deposit (CDs) tightened as the effects of money market reform and conviction about further Fed rate hikes faded.

Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	1 Year	Annualized Return			
				3 Year	5 Year	10 Year	Since Inception (09/30/10) *
CITY OF PITTSBURG	2.15	0.50%	0.38%	1.32%	1.07%	-	1.16%
BofA ML 0-5 Year U.S. Treasury Index	2.16	0.34%	-0.30%	0.93%	0.75%	-	0.92%
Difference		0.16%	0.68%	0.39%	0.32%	-	0.24%



Portfolio performance is gross of fees unless otherwise indicated. *Since Inception performance is not shown for periods less than one year.

Fiscal Year Performance			
Dollar Return ¹	FY17	FY16	FY15
Realized Gain/Loss	\$13,408	\$115,832	\$14,042
Net Interest Income	\$665,516	\$597,660	\$444,262
Realized Dollar Income	\$678,924	\$713,492	\$458,304
Income Return	1.43%	1.52%	1.09%
Unrealized Gain/Loss	\$(497,090)	\$308,971	\$153,225
Price Return	-1.05%	0.66%	0.31%
Total Dollar Return	\$181,834	\$1,022,463	\$611,529
Total Return^{2,3,4}			
City of Pittsburgh	0.38%	2.18%	1.41%
BofA ML 0-5 Year U.S. Treasury Index	-0.30%	1.98%	1.12%
Difference	0.68%	0.20%	0.29%

As of June 30, 2017.

1. Income calculated on an amortized cost basis.

2. Performance on trade-date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).

3. Bank of America Merrill Lynch Indices provided by Bloomberg Financial Markets.

4. Excludes collateralized certificates of deposit, cash, and pool balances from performance, earnings, and duration computations.

Portfolio Earnings*Quarter-Ended June 30, 2017*

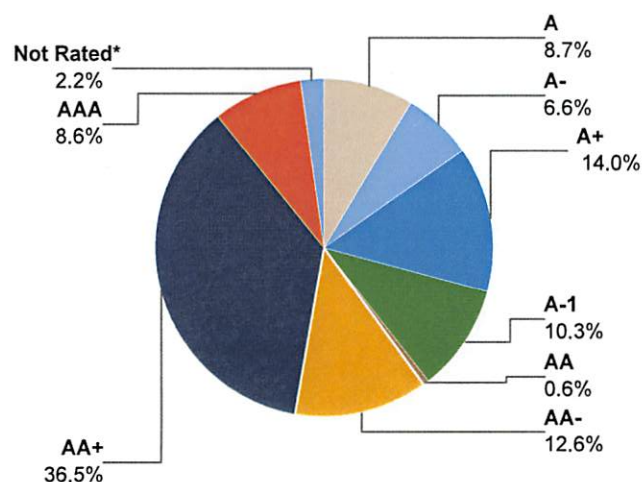
	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (03/30/2017)	\$47,615,546.59	\$47,647,110.34
Net Purchases/Sales	\$193,645.65	\$193,645.65
Change in Value	\$21,725.97	(\$23,035.38)
Ending Value (06/30/2017)	\$47,830,918.21	\$47,817,720.61
Interest Earned	\$215,704.12	\$215,704.12
Portfolio Earnings	\$237,430.09	\$192,668.74

Portfolio Statistics

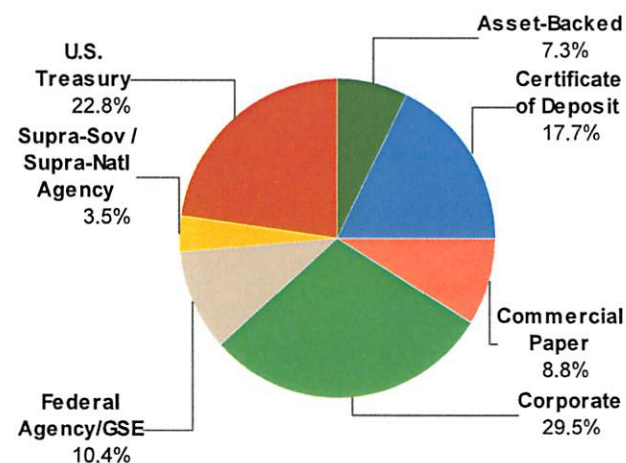
As of June 30, 2017

Par Value:	\$47,640,000
Total Market Value:	\$48,079,744
Security Market Value:	\$47,830,918
Accrued Interest:	\$230,034
Cash:	\$18,792
Amortized Cost:	\$47,817,721
Yield at Market:	1.64%
Yield at Cost:	1.71%
Effective Duration:	2.15 Years
Duration to Worst:	2.18 Years
Average Maturity:	2.39 Years
Average Credit: **	AA

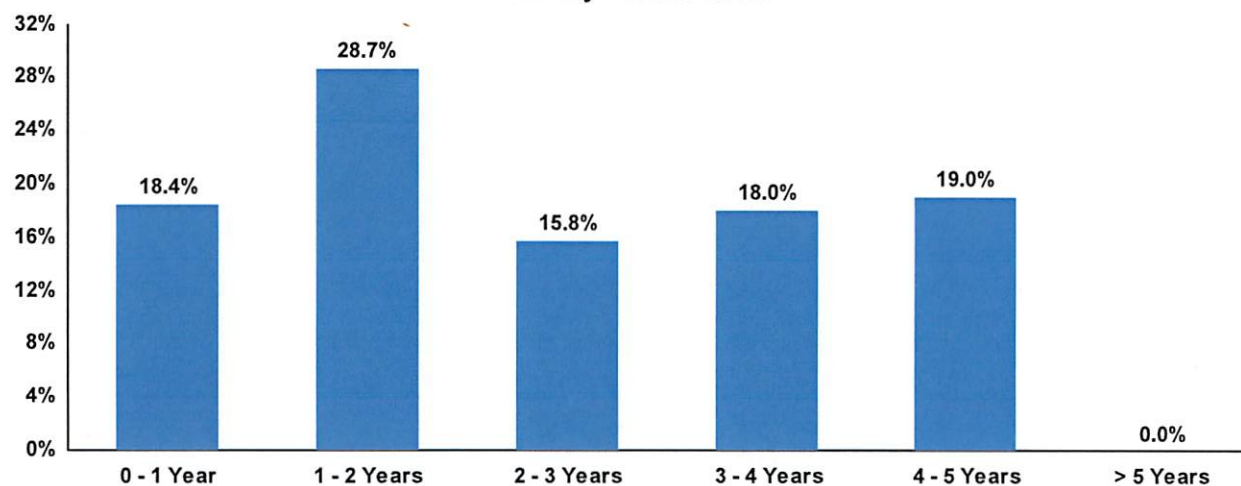
Credit Quality (S&P Ratings)



Sector Allocation



Maturity Distribution

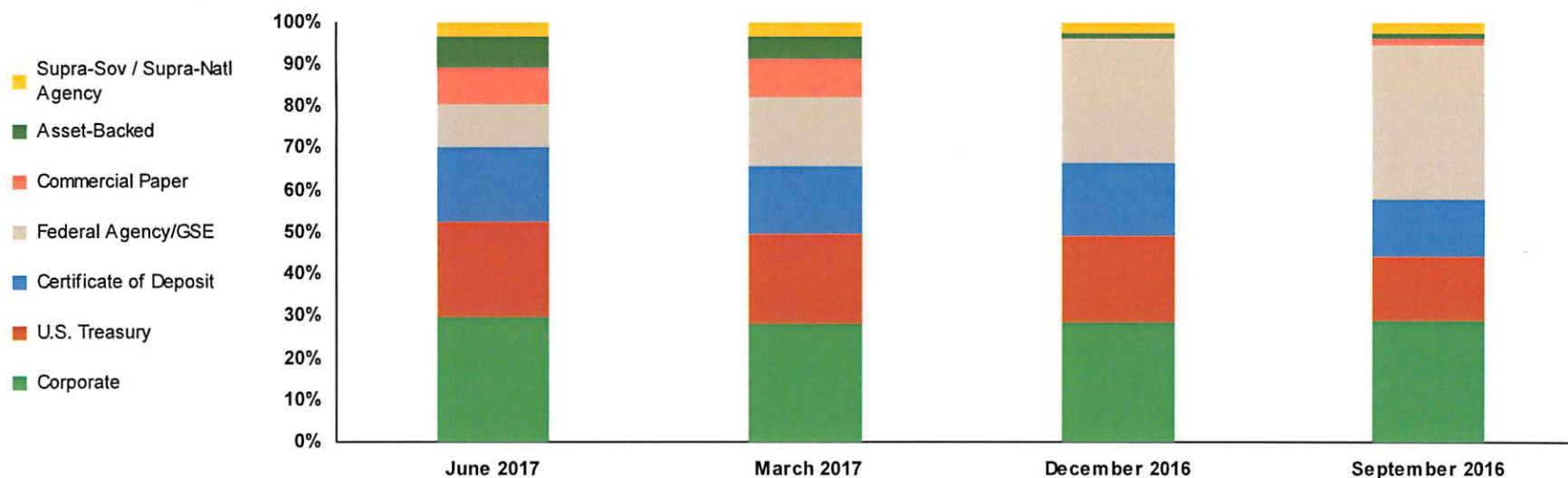


*Asset-backed securities rated Aaa by Moody's.

** An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation

Sector	June 30, 2017		March 31, 2017		December 31, 2016		September 30, 2016	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
Corporate	14.1	29.5%	13.5	28.3%	13.5	28.6%	13.7	28.8%
U.S. Treasury	10.9	22.8%	10.1	21.1%	9.7	20.5%	7.4	15.5%
Certificate of Deposit	8.4	17.7%	7.7	16.3%	8.3	17.6%	6.5	13.6%
Federal Agency/GSE	5.0	10.4%	7.9	16.5%	14.0	29.6%	17.3	36.5%
Commercial Paper	4.2	8.8%	4.3	9.1%	0.0	0.0%	0.9	1.9%
Asset-Backed	3.5	7.3%	2.5	5.2%	0.5	1.0%	0.5	1.0%
Supra-Sov / Supra-Natl Agency	1.7	3.5%	1.7	3.5%	1.3	2.7%	1.3	2.7%
Total	\$47.8	100.0%	\$47.6	100.0%	\$47.3	100.0%	\$47.5	100.0%

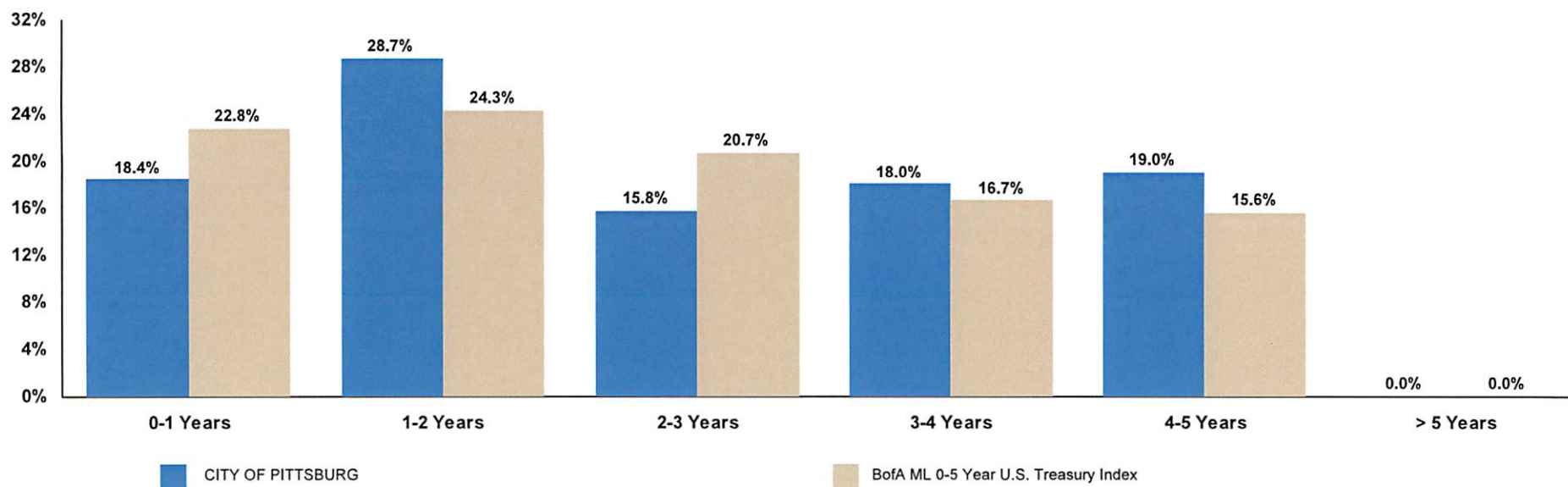


Detail may not add to total due to rounding.

Maturity Distribution

As of June 30, 2017

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF PITTSBURG	1.64%	2.39 yrs	18.4%	28.7%	15.8%	18.0%	19.0%	0.0%
BofA ML 0-5 Year U.S. Treasury Index	1.47%	2.31 yrs	22.8%	24.3%	20.7%	16.7%	15.6%	0.0%



Sector/Issuer Distribution

As of June 30, 2017

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Asset-Backed			
ALLY AUTO RECEIVABLES TRUST	689,986	19.8%	1.4%
AMERICAN EXPRESS CREDIT ACCOUN	539,575	15.5%	1.1%
CNH EQUIPMENT TRUST	606,274	17.4%	1.3%
FORD CREDIT AUTO OWNER TRUST	314,767	9.0%	0.7%
HONDA AUTO RECEIVABLES	469,285	13.5%	1.0%
HYUNDAI AUTO RECEIVABLES	682,988	19.6%	1.4%
JOHN DEERE OWNER TRUST	179,731	5.2%	0.4%
Sector Total	3,482,606	100.0%	7.3%
Certificate of Deposit			
BANK OF MONTREAL	950,493	11.2%	2.0%
BANK OF NOVA SCOTIA	1,149,323	13.6%	2.4%
CANADIAN IMPERIAL BANK OF COMMERCE	943,938	11.2%	2.0%
HSBC HOLDINGS PLC	1,152,482	13.6%	2.4%
NORDEA BANK AB	943,938	11.2%	2.0%
ROYAL BANK OF CANADA	696,263	8.2%	1.5%
SKANDINAVISKA ENSKILDA BANKEN AB	1,149,500	13.6%	2.4%
SVENSKA HANDELSBANKEN AB	747,963	8.9%	1.6%
THE NORINCHUKIN BANK	715,136	8.5%	1.5%

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Sector Total	8,449,034	100.0%	17.7%
Commercial Paper			
BNP PARIBAS	939,428	22.4%	2.0%
CREDIT AGRICOLE SA	1,398,222	33.4%	2.9%
MITSUBISHI UFJ FINANCIAL GROUP INC	1,090,844	26.1%	2.3%
RABOBANK NEDERLAND	758,239	18.1%	1.6%
Sector Total	4,186,733	100.0%	8.8%
Corporate			
AMERICAN EXPRESS CO	432,046	3.1%	0.9%
AMERICAN HONDA FINANCE	300,657	2.1%	0.6%
APPLE INC	1,574,625	11.1%	3.3%
BB&T CORPORATION	720,489	5.1%	1.5%
BERKSHIRE HATHAWAY INC	294,304	2.1%	0.6%
DEERE & COMPANY	982,424	6.9%	2.1%
GENERAL ELECTRIC CO	921,427	6.5%	1.9%
HOME DEPOT INC	235,107	1.7%	0.5%
IBM CORP	1,676,239	11.9%	3.5%
JP MORGAN CHASE & CO	2,001,188	14.2%	4.2%
PEPSICO INC	354,881	2.5%	0.7%
STATE STREET CORPORATION	463,544	3.3%	1.0%
THE BANK OF NEW YORK MELLON CORPORATION	1,006,992	7.1%	2.1%
THE WALT DISNEY CORPORATION	150,468	1.1%	0.3%
TOYOTA MOTOR CORP	1,570,826	11.1%	3.3%

CITY OF PITTSBURGH

Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
WELLS FARGO & COMPANY	1,456,514	10.3%	3.0%
Sector Total	14,141,732	100.0%	29.6%
Federal Agency/GSE			
FANNIE MAE	3,677,562	74.2%	7.7%
FEDERAL HOME LOAN BANKS	329,855	6.7%	0.7%
FREDDIE MAC	949,351	19.2%	2.0%
Sector Total	4,956,769	100.0%	10.4%
Supra-Sov / Supra-Natl Agency			
INTER-AMERICAN DEVELOPMENT BANK	643,084	38.1%	1.3%
INTL BANK OF RECONSTRUCTION AND DEV	1,043,327	61.9%	2.2%
Sector Total	1,686,411	100.0%	3.5%
U.S. Treasury			
UNITED STATES TREASURY	10,927,633	100.0%	22.8%
Sector Total	10,927,633	100.0%	22.8%
Portfolio Total	47,830,918	100.0%	100.0%

Outlook and Strategy

- Our outlook for the third quarter is for continued modest growth in the U.S. economy, but the future path of Fed tightening is less certain as recent economic data has been disappointing, fiscal policy initiatives have stalled, and inflation remains below the Fed's 2% target.
- With rates priced for the current level of uncertainty, we are once again positioning the portfolio's duration to match the benchmark duration.
- Agency yield spreads remain at or near historically tight levels as demand remains strong while supply is minimal.
- Corporate yield spreads are near the tightest levels since the post-recession of 2014.
- We will continue to evaluate opportunities in the ABS sector, purchasing those issues we believe are well structured, offer adequate yield spreads, and which have limited extension and headline risk from expected Fed balance sheet tapering.
- In the money market space, yield spreads on CP and CDs have narrowed significantly from the wide levels driven by money market reform in late 2016.
- We will continue to monitor incoming economic data, Fed policy, and sector relationships to identify market opportunities. This will include assessing the impact of any additional policies put forth by the Trump administration.

Transactions & Account Holdings

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
BUY									
4/3/17	4/6/17	710,000	05531FAX1	BB&T CORP NOTES	2.75%	4/1/22	716,174.04	2.59%	
4/5/17	4/6/17	1,150,000	06417GUE6	BANK OF NOVA SCOTIA HOUSTON LT CD	1.91%	4/5/19	1,150,000.00	1.91%	
4/19/17	4/20/17	955,000	3137EAEF2	FHLMC AGENCY NOTES	1.37%	4/20/20	951,733.90	1.49%	
4/27/17	5/2/17	355,000	713448DR6	PEPSICO INC	1.55%	5/2/19	354,733.75	1.59%	
5/1/17	5/2/17	1,100,000	06538CAS0	BANK OF TOKYO MITSUBISHI UFJ COMM PAPER	0.00%	1/26/18	1,087,506.44	1.54%	
5/8/17	5/10/17	715,000	65602USD1	NORINCHUKIN BANK NY CERT DEPOS	1.40%	11/10/17	715,000.00	1.40%	
5/8/17	5/10/17	1,095,000	912828V72	US TREASURY N/B NOTES	1.87%	1/31/22	1,099,417.24	1.90%	
5/22/17	5/30/17	540,000	02582JHG8	AMXCA 2017-4 A	1.64%	12/15/21	539,913.49	1.65%	
5/24/17	6/5/17	235,000	437076BQ4	HOME DEPOT INC CORP NOTES	1.80%	6/5/20	234,863.70	1.82%	
6/8/17	6/13/17	455,000	857477AS2	STATE STREET CORP NOTES	2.55%	8/18/20	467,205.75	1.94%	
6/20/17	6/27/17	470,000	43811BAC8	HAROT 2017-2 A3	1.68%	8/16/21	469,959.35	1.68%	
6/26/17	6/28/17	535,000	912828U81	US TREASURY N/B NOTES	2.00%	12/31/21	546,790.29	1.72%	
6/26/17	6/28/17	950,000	09659CCP1	BNP PARIBAS NY BRANCH COMM PAPER	0.00%	3/23/18	939,603.83	1.49%	
6/26/17	6/28/17	860,000	912828D72	US TREASURY NOTES	2.00%	8/31/21	876,829.01	1.67%	
Total BUY		10,125,000					10,149,730.79		
INTEREST									
4/2/17	4/2/17	2,000,000	36962G6W9	GENERAL ELEC CAP CORP GLOBAL NOTES	1.62%	4/2/18	16,250.00		
4/3/17	4/3/17	0	MONEY0002	MONEY MARKET FUND			13.86		
4/15/17	4/15/17	120,000	02007PAC7	ALLYA 2017-1 A3	1.70%	6/15/21	170.00		
4/15/17	4/15/17	570,000	02007HAC5	ALLYA 2017-2 A3	1.78%	8/15/21	450.93		
4/15/17	4/15/17	315,000	34531EAD8	FORDO 2017-A A3	1.67%	6/15/21	438.38		
4/15/17	4/15/17	135,000	44930UAD8	HYUNDAI ABS 2016-A A3	1.56%	9/15/20	175.50		
4/15/17	4/15/17	1,560,000	459200GM7	IBM CORP CALLABLE BONDS	7.62%	10/15/18	59,475.00		

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Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
4/15/17	4/15/17	95,000	47787XAC1	JDOT 2017-A A3	1.78%	4/15/21	201.98		
4/15/17	4/15/17	305,000	44931PAD8	HART 2017-A A3	1.76%	8/15/21	238.58		
4/15/17	4/15/17	605,000	12636WAB2	CNH EQUIPMENT TRUST POOL	1.64%	7/15/20	633.91		
4/15/17	4/15/17	85,000	47788NAC2	JOHN DEERE ABS 2016-B A3	1.25%	6/15/20	88.54		
4/15/17	4/15/17	245,000	44891EAC3	HYUNDAI AUTO RECEIVABLES TRUST	1.29%	4/15/21	263.38		
4/30/17	4/30/17	850,000	912828Q78	US TREASURY NOTES	1.37%	4/30/21	5,843.75		
4/30/17	4/30/17	835,000	912828Q78	US TREASURY NOTES	1.37%	4/30/21	5,740.63		
4/30/17	4/30/17	500,000	912828T67	US TREASURY NOTES	1.25%	10/31/21	3,125.00		
4/30/17	4/30/17	1,110,000	912828Q78	US TREASURY NOTES	1.37%	4/30/21	7,631.25		
5/1/17	5/1/17	0	MONEY0002	MONEY MARKET FUND			10.69		
5/6/17	5/6/17	1,560,000	037833AQ3	APPLE INC GLOBAL NOTES	2.10%	5/6/19	16,380.00		
5/13/17	5/13/17	650,000	458182DX7	INTER-AMERICAN DEVELOPMENT BANK	1.00%	5/13/19	3,250.00		
5/15/17	5/15/17	85,000	47788NAC2	JOHN DEERE ABS 2016-B A3	1.25%	6/15/20	88.54		
5/15/17	5/15/17	245,000	44891EAC3	HYUNDAI AUTO RECEIVABLES TRUST	1.29%	4/15/21	263.38		
5/15/17	5/15/17	305,000	44931PAD8	HART 2017-A A3	1.76%	8/15/21	447.33		
5/15/17	5/15/17	120,000	02007PAC7	ALLYA 2017-1 A3	1.70%	6/15/21	170.00		
5/15/17	5/15/17	570,000	02007HAC5	ALLYA 2017-2 A3	1.78%	8/15/21	845.50		
5/15/17	5/15/17	95,000	47787XAC1	JDOT 2017-A A3	1.78%	4/15/21	140.92		
5/15/17	5/15/17	315,000	34531EAD8	FORDO 2017-A A3	1.67%	6/15/21	438.38		
5/15/17	5/15/17	135,000	44930UAD8	HYUNDAI ABS 2016-A A3	1.56%	9/15/20	175.50		
5/15/17	5/15/17	605,000	12636WAB2	CNH EQUIPMENT TRUST POOL	1.64%	7/15/20	826.83		
5/17/17	5/17/17	1,150,000	40428AR41	HSBC BANK USA NA FLOATING CERT DEPOS	1.76%	11/17/17	4,639.24		
5/27/17	5/27/17	665,000	3135G0YT4	FANNIE MAE GLOBAL NOTES	1.62%	11/27/18	5,403.13		
5/30/17	5/30/17	940,000	13606A5Z7	CANADIAN IMPERIAL BANK NY CD	1.76%	11/30/18	7,453.55		
5/30/17	5/30/17	940,000	65558LWA6	NORDEA BANK FINLAND NY CD	1.76%	11/30/18	8,088.18		
5/31/17	5/31/17	365,000	912828VF4	US TREASURY NOTES	1.37%	5/31/20	2,509.38		
6/1/17	6/1/17	0	MONEY0002	MONEY MARKET FUND			35.55		
6/5/17	6/5/17	0	13606A5Z7	CANADIAN IMPERIAL BANK NY CD	1.76%	11/30/18	588.67		
6/7/17	6/7/17	1,440,000	94974BGR5	WELLS FARGO & COMPANY NOTES	2.55%	12/7/20	18,360.00		
6/15/17	6/15/17	95,000	47787XAC1	JDOT 2017-A A3	1.78%	4/15/21	140.92		

CITY OF PITTSBURG

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/15/17	6/15/17	315,000	34531EAD8	FORDO 2017-A A3	1.67%	6/15/21	438.38		
6/15/17	6/15/17	85,000	47788NAC2	JOHN DEERE ABS 2016-B A3	1.25%	6/15/20	88.54		
6/15/17	6/15/17	245,000	44891EAC3	HYUNDAI AUTO RECEIVABLES TRUST	1.29%	4/15/21	263.38		
6/15/17	6/15/17	305,000	44931PAD8	HART 2017-A A3	1.76%	8/15/21	447.33		
6/15/17	6/15/17	570,000	02007HAC5	ALLYA 2017-2 A3	1.78%	8/15/21	845.50		
6/15/17	6/15/17	540,000	02582JHG8	AMXCA 2017-4 A	1.64%	12/15/21	369.00		
6/15/17	6/15/17	120,000	02007PAC7	ALLYA 2017-1 A3	1.70%	6/15/21	170.00		
6/15/17	6/15/17	605,000	12636WAB2	CNH EQUIPMENT TRUST POOL	1.64%	7/15/20	826.83		
6/15/17	6/15/17	135,000	44930UAD8	HYUNDAI ABS 2016-A A3	1.56%	9/15/20	175.50		
6/30/17	6/30/17	1,065,000	912828VJ6	US TREASURY NOTES	1.87%	6/30/20	9,984.38		
6/30/17	6/30/17	535,000	912828U81	US TREASURY N/B NOTES	2.00%	12/31/21	5,350.00		
Total INTEREST		24,130,000					189,955.22		

SELL

4/3/17	4/6/17	425,000	3135G0N82	FNMA NOTES	1.25%	8/17/21	414,299.09	1.89%	(9,913.83)
4/3/17	4/6/17	285,000	3135G0N82	FNMA NOTES	1.25%	8/17/21	277,824.10	1.89%	(6,119.92)
4/5/17	4/6/17	1,150,000	06417GAS7	BANK OF NOVA SCOTIA HOUSTON YCD	1.56%	11/6/17	1,158,970.00	1.31%	1,495.00
4/19/17	4/20/17	155,000	912828UQ1	US TREASURY NOTES	1.25%	2/29/20	154,765.97	1.37%	798.02
4/19/17	4/20/17	800,000	912828VF4	US TREASURY NOTES	1.37%	5/31/20	803,104.74	1.42%	3,332.22
4/28/17	5/2/17	365,000	36962G6W9	GENERAL ELEC CAP CORP GLOBAL NOTES	1.62%	4/2/18	366,304.57	1.38%	449.95
5/1/17	5/2/17	1,100,000	06538BUA9	BANK TOKYO-MIT UFJ NY COMM PAPER	0.00%	7/10/17	1,097,744.08	1.07%	505.99
5/8/17	5/10/17	600,000	3135G0YT4	FANNIE MAE GLOBAL NOTES	1.62%	11/27/18	607,018.58	1.34%	1,455.93
5/8/17	5/10/17	370,000	3130A8BD4	FEDERAL HOME LOAN BANKS AGCY	0.87%	6/29/18	369,361.39	1.31%	(1,329.22)
5/8/17	5/10/17	715,000	36962G6W9	GENERAL ELEC CAP CORP GLOBAL NOTES	1.62%	4/2/18	717,963.87	1.35%	1,048.60
5/22/17	5/26/17	510,000	3135G0YT4	FANNIE MAE GLOBAL NOTES	1.62%	11/27/18	516,742.13	1.28%	1,673.17
5/24/17	6/1/17	235,000	912828VJ6	US TREASURY NOTES	1.87%	6/30/20	239,512.25	1.50%	18.67
6/8/17	6/13/17	460,000	912828XM7	US TREASURY NOTES	1.62%	7/31/20	464,237.75	1.52%	(4,068.76)
6/20/17	6/27/17	470,000	3130AAXX1	FEDERAL HOME LOAN BANK AGENCY	1.37%	3/18/19	471,822.10	1.39%	(74.66)

CITY OF PITTSBURG

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/26/17	6/28/17	665,000	3135G0YT4	FANNIE MAE GLOBAL NOTES	1.62%	11/27/18	668,743.49	1.32%	1,649.10
6/26/17	6/28/17	1,100,000	09659BUA6	BNP PARIBAS NY BRANCH COMM PAPER	0.00%	7/10/17	1,099,560.00	1.20%	29.34
6/26/17	6/28/17	535,000	3130AAE46	FHLB NOTES	1.25%	1/16/19	537,201.53	1.35%	(790.76)
6/27/17	6/28/17	5,000	912828VF4	US TREASURY NOTES	1.37%	5/31/20	4,984.17	1.52%	5.30
Total SELL		9,945,000					9,970,159.81		-9,835.86



Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

CITY OF PITTSBURGH GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 05/31/2013 1.375% 05/31/2020	912828VF4	360,000.00	AA+	Aaa	12/02/15	12/04/15	357,117.19	1.56	419.26	358,105.33	358,270.20
US TREASURY NOTES DTD 07/01/2013 1.875% 06/30/2020	912828VJ6	1,065,000.00	AA+	Aaa	09/01/15	09/03/15	1,083,512.70	1.50	54.26	1,076,665.75	1,074,942.84
US TREASURY NOTES DTD 07/31/2015 1.625% 07/31/2020	912828XM7	340,000.00	AA+	Aaa	03/30/16	03/31/16	345,644.53	1.23	2,304.63	344,045.79	340,398.48
US TREASURY NOTES DTD 02/28/2014 2.000% 02/28/2021	912828B90	1,000,000.00	AA+	Aaa	10/03/16	10/05/16	1,036,406.25	1.15	6,684.78	1,030,436.77	1,011,172.00
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828Q78	835,000.00	AA+	Aaa	02/01/17	02/03/17	818,495.70	1.86	1,934.34	820,029.58	824,334.55
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828Q78	850,000.00	AA+	Aaa	01/03/17	01/05/17	833,066.41	1.86	1,969.09	834,913.79	839,142.95
US TREASURY NOTES DTD 05/02/2016 1.375% 04/30/2021	912828Q78	1,110,000.00	AA+	Aaa	06/27/16	06/29/16	1,130,465.63	0.98	2,571.40	1,126,293.26	1,095,821.97
US TREASURY N/B DTD 07/31/2014 2.250% 07/31/2021	912828WY2	1,135,000.00	AA+	Aaa	11/22/16	11/23/16	1,159,118.75	1.78	10,652.38	1,156,128.90	1,156,591.11
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	860,000.00	AA+	Aaa	06/26/17	06/28/17	871,220.31	1.67	5,748.91	871,199.49	867,558.54
US TREASURY NOTES DTD 09/02/2014 2.000% 08/31/2021	912828D72	1,225,000.00	AA+	Aaa	12/01/16	12/05/16	1,229,306.64	1.92	8,188.86	1,228,821.88	1,235,766.53
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	500,000.00	AA+	Aaa	03/14/17	03/16/17	481,406.25	2.10	1,052.99	482,536.17	488,398.50
US TREASURY N/B NOTES DTD 01/03/2017 2.000% 12/31/2021	912828U81	535,000.00	AA+	Aaa	06/26/17	06/28/17	541,499.41	1.72	29.08	541,488.21	538,866.45
US TREASURY N/B NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	1,095,000.00	AA+	Aaa	05/08/17	05/10/17	1,093,802.34	1.90	8,564.14	1,093,844.49	1,096,368.75
Security Type Sub-Total		10,910,000.00					10,981,062.11	1.63	50,174.12	10,964,509.41	10,927,632.87



Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

CITY OF PITTSBURGH GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Supra-National Agency Bond / Note											
INTL BANK OF RECON AND DEV SN NOTES DTD 04/19/2016 0.875% 07/19/2018	459058FE8	650,000.00	AAA	Aaa	04/12/16	04/19/16	648,849.50	0.95	2,559.38	649,459.29	646,477.65
INTER-AMERICAN DEVELOPMENT BANK DTD 04/12/2016 1.000% 05/13/2019	458182DX7	650,000.00	AAA	Aaa	04/05/16	04/12/16	648,050.00	1.10	866.67	648,812.05	643,084.00
INTL BK RECON & DEVELOP NOTES DTD 03/21/2017 1.875% 04/21/2020	459058FZ1	395,000.00	AAA	Aaa	03/14/17	03/21/17	394,656.35	1.90	2,057.29	394,687.89	396,849.00
Security Type Sub-Total		1,695,000.00					1,691,555.85	1.23	5,483.34	1,692,959.23	1,686,410.65
Federal Agency Bond / Note											
FANNIE MAE BENCHMARK NOTE DTD 01/13/2014 1.875% 02/19/2019	3135G0ZA4	1,955,000.00	AA+	Aaa	08/01/14	08/04/14	1,972,907.80	1.66	13,440.63	1,961,596.54	1,970,143.43
FNMA BENCHMARK NOTE DTD 02/23/2016 1.000% 02/26/2019	3135G0J53	675,000.00	AA+	Aaa	02/19/16	02/23/16	673,407.00	1.08	2,343.75	674,118.49	670,494.38
FEDERAL HOME LOAN BANK AGENCY DTD 03/10/2017 1.375% 03/18/2019	3130AAXX1	330,000.00	AA+	Aaa	03/23/17	03/24/17	329,980.20	1.38	1,399.06	329,983.25	329,855.46
FNMA BENCHMARK NOTE DTD 08/02/2016 0.875% 08/02/2019	3135G0N33	325,000.00	AA+	Aaa	07/29/16	08/02/16	324,454.00	0.93	1,177.00	324,618.75	321,092.85
FNMA NOTES DTD 02/28/2017 1.500% 02/28/2020	3135G0T29	605,000.00	AA+	Aaa	02/24/17	02/28/17	604,612.80	1.52	3,100.63	604,656.06	603,414.30
FHLMC AGENCY NOTES DTD 04/20/2017 1.375% 04/20/2020	3137EAEF2	955,000.00	AA+	Aaa	04/19/17	04/20/17	951,733.90	1.49	2,589.77	951,944.65	949,351.18
FNMA NOTES DTD 08/19/2016 1.250% 08/17/2021	3135G0N82	115,000.00	AA+	Aaa	09/01/16	09/02/16	114,296.20	1.38	535.07	114,410.94	112,417.45
Security Type Sub-Total		4,960,000.00					4,971,391.90	1.46	24,585.91	4,961,328.68	4,956,769.05
Corporate Note											
GENERAL ELEC CAP CORP GLOBAL NOTES DTD 04/02/2013 1.625% 04/02/2018	36962G6W9	920,000.00	AA-	A1	07/01/15	07/07/15	922,668.00	1.52	3,695.97	920,746.56	921,426.92



Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

CITY OF PITTSBURGH GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JOHN DEERE CAPITAL CORP NOTE DTD 09/11/2015 1.750% 08/10/2018	24422ETA7	780,000.00	A	A2	09/08/15	09/11/15	779,235.60	1.78	5,346.25	779,703.02	781,634.88
IBM CORP CALLABLE BONDS DTD 10/15/2008 7.625% 10/15/2018	459200GM7	1,560,000.00	A+	A1	08/01/14	08/06/14	1,919,346.00	1.88	25,111.67	1,673,486.22	1,676,238.72
JOHN DEERE CAPITAL CORP NOTE DTD 01/08/2016 1.950% 01/08/2019	24422ETE9	200,000.00	A	A2	01/05/16	01/08/16	199,988.00	1.95	1,874.17	199,993.84	200,789.00
BERKSHIRE HATHAWAY INC NOTES DTD 03/15/2016 1.700% 03/15/2019	084664CG4	150,000.00	AA	Aa2	03/08/16	03/15/16	149,886.00	1.73	750.83	149,934.49	150,356.55
PEPSICO INC DTD 05/02/2017 1.550% 05/02/2019	713448DR6	355,000.00	A+	A1	04/27/17	05/02/17	354,733.75	1.59	901.80	354,755.31	354,880.72
APPLE INC GLOBAL NOTES DTD 05/06/2014 2.100% 05/06/2019	037833AO3	1,560,000.00	AA+	Aa1	08/01/14	08/06/14	1,566,302.40	2.01	5,005.00	1,562,529.81	1,574,625.00
TOYOTA MOTOR CREDIT CORP NOTES DTD 07/18/2014 2.125% 07/18/2019	89236TBP9	1,560,000.00	AA-	Aa3	08/01/14	08/06/14	1,560,577.20	2.12	15,009.58	1,560,249.35	1,570,826.40
BERKSHIRE HATHAWAY INC CORPORATE NOTES DTD 08/15/2016 1.300% 08/15/2019	084664CK5	145,000.00	AA	Aa2	08/08/16	08/15/16	144,859.35	1.33	712.11	144,899.94	143,947.30
JPMORGAN CHASE & CO (CALLABLE) DTD 01/23/2015 2.250% 01/23/2020	46625HKA7	1,995,000.00	A-	A3	10/15/15	10/20/15	1,986,281.85	2.36	19,700.63	1,989,673.43	2,001,188.49
AMERICAN HONDA FINANCE DTD 02/16/2017 2.000% 02/14/2020	02665WBM2	300,000.00	A+	A1	02/13/17	02/16/17	299,574.00	2.05	2,250.00	299,625.89	300,657.30
AMERICAN EXPRESS CREDIT CORP NOTES DTD 03/03/2017 2.200% 03/03/2020	0258M0EE5	430,000.00	A-	A2	02/28/17	03/03/17	429,552.80	2.24	3,100.78	429,600.31	432,046.37
WALT DISNEY COMPANY CORP NOTES DTD 03/06/2017 1.950% 03/04/2020	25468PDP8	150,000.00	A+	A2	03/01/17	03/06/17	149,961.00	1.96	934.38	149,965.02	150,468.30
HOME DEPOT INC CORP NOTES DTD 06/05/2017 1.800% 06/05/2020	437076BQ4	235,000.00	A	A2	05/24/17	06/05/17	234,863.70	1.82	305.50	234,866.91	235,107.40
STATE STREET CORP NOTES DTD 08/18/2015 2.550% 08/18/2020	857477AS2	455,000.00	A	A1	06/08/17	06/13/17	463,499.40	1.94	4,286.48	463,371.31	463,543.99



Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

CITY OF PITTSBURG GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
WELLS FARGO & COMPANY NOTES DTD 12/07/2015 2.550% 12/07/2020	94974BGR5	1,440,000.00	A	A2	05/06/16	05/10/16	1,471,910.40	2.04	2,448.00	1,464,229.63	1,456,513.92
BANK OF NY MELLON CORP NOTES DTD 02/07/2017 2.600% 02/07/2022	06406RAA5	1,000,000.00	A	A1	02/07/17	02/10/17	1,000,460.00	2.59	10,400.00	1,000,426.95	1,006,992.00
BB&T CORP NOTES DTD 03/21/2017 2.750% 04/01/2022	05531FAX1	710,000.00	A-	A2	04/03/17	04/06/17	715,360.50	2.59	5,423.61	715,124.81	720,488.83
Security Type Sub-Total		13,945,000.00					14,349,059.95	2.07	107,256.76	14,093,182.80	14,141,732.09
Commercial Paper											
CREDIT AGRICOLE CIB NY COMM PAPER DTD 02/06/2017 0.000% 08/07/2017	22533TV78	1,400,000.00	A-1	P-1	02/07/17	02/10/17	1,391,416.44	1.25	0.00	1,398,215.77	1,398,222.00
COOPERATIEVE RABOBANK UA COMM PAPER DTD 01/06/2017 0.000% 09/05/2017	21687AW58	760,000.00	A-1	P-1	02/09/17	02/09/17	754,774.58	1.20	0.00	758,341.93	758,239.08
BANK OF TOKYO MITSUBISHI UFJ COMM PAPER DTD 05/01/2017 0.000% 01/26/2018	06538CAS0	1,100,000.00	A-1	P-1	05/01/17	05/02/17	1,087,506.44	1.54	0.00	1,090,293.11	1,090,843.60
BNP PARIBAS NY BRANCH COMM PAPER DTD 06/26/2017 0.000% 03/23/2018	09659CCP1	950,000.00	A-1	P-1	06/26/17	06/28/17	939,603.83	1.49	0.00	939,720.20	939,428.40
Security Type Sub-Total		4,210,000.00					4,173,301.29	1.37	0.00	4,186,571.01	4,186,733.08
Certificate of Deposit											
NORINCHUKIN BANK NY CERT DEPOS DTD 05/10/2017 1.400% 11/10/2017	65602USD1	715,000.00	A-1	P-1	05/08/17	05/10/17	715,000.00	1.40	1,445.89	715,000.00	715,135.71
SKANDINAVISKA ENSKILDA BANKEN NY CD DTD 11/17/2015 1.480% 11/16/2017	83050FBG5	1,150,000.00	A+	Aa3	11/16/15	11/17/15	1,150,000.00	1.48	10,732.06	1,150,000.00	1,149,499.75
HSBC BANK USA NA FLOATING CERT DEPOS DTD 11/18/2015 1.769% 11/17/2017	40428AR41	1,150,000.00	AA-	Aa2	11/17/15	11/18/15	1,150,000.00	0.97	2,543.57	1,150,000.00	1,152,481.70



Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

CITY OF PITTSBURGH GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
ROYAL BANK OF CANADA NY CD DTD 03/15/2016 1.700% 03/09/2018	78009NZZ2	695,000.00	AA-	Aa3	03/11/16	03/15/16	695,000.00	1.69	3,675.78	695,000.00	696,262.82
CANADIAN IMPERIAL BANK NY CD DTD 12/05/2016 1.760% 11/30/2018	13606A5Z7	940,000.00	A+	Aa3	12/01/16	12/05/16	939,266.80	1.78	1,424.62	939,477.15	943,937.66
NORDEA BANK FINLAND NY CD DTD 12/05/2016 1.760% 11/30/2018	65558LWA6	940,000.00	AA-	Aa3	12/01/16	12/05/16	940,000.00	1.74	1,470.58	940,000.00	943,937.66
SVENSKA HANDELSBANKEN NY LT CD DTD 01/12/2017 1.890% 01/10/2019	86958JHB8	750,000.00	AA-	Aa2	01/10/17	01/12/17	750,000.00	1.91	6,693.75	750,000.00	747,963.00
BANK OF MONTREAL CHICAGO CERT DEPOS DTD 02/09/2017 1.880% 02/07/2019	06427KRC3	945,000.00	A+	Aa3	02/08/17	02/09/17	945,000.00	1.90	7,007.70	945,000.00	950,493.29
BANK OF NOVA SCOTIA HOUSTON LT CD DTD 04/06/2017 1.910% 04/05/2019	06417GUE6	1,150,000.00	A+	A1	04/05/17	04/06/17	1,150,000.00	1.91	5,247.19	1,150,000.00	1,149,322.65
Security Type Sub-Total		8,435,000.00					8,434,266.80	1.63	40,241.14	8,434,477.15	8,449,034.24
Asset-Backed Security / Collateralized Mortgage Obligation											
JOHN DEERE ABS 2016-B A3 DTD 07/27/2016 1.250% 06/15/2020	47788NAC2	85,000.00	NR	Aaa	07/19/16	07/27/16	84,993.23	1.25	47.22	84,995.13	84,621.92
CNH EQUIPMENT TRUST POOL DTD 03/22/2017 1.640% 07/15/2020	12636WAB2	605,000.00	AAA	Aaa	03/15/17	03/22/17	604,976.77	1.80	440.98	604,978.13	606,274.25
HYUNDAI ABS 2016-A A3 DTD 03/30/2016 1.560% 09/15/2020	44930UAD8	135,000.00	AAA	Aaa	03/22/16	03/30/16	134,973.81	1.57	93.60	134,981.88	134,949.19
JDOT 2017-A A3 DTD 03/02/2017 1.780% 04/15/2021	47787XAC1	95,000.00	NR	Aaa	02/22/17	03/02/17	94,986.47	1.79	75.16	94,987.65	95,108.86
HYUNDAI AUTO RECEIVABLES TRUST DTD 09/21/2016 1.290% 04/15/2021	44891EAC3	245,000.00	AAA	Aaa	09/14/16	09/21/16	244,967.02	1.30	140.47	244,973.23	242,968.56
ALLYA 2017-1 A3 DTD 01/31/2017 1.700% 06/15/2021	02007PAC7	120,000.00	AAA	Aaa	01/24/17	01/31/17	119,989.51	1.70	90.67	119,990.58	119,864.12
FORDO 2017-A A3 DTD 01/25/2017 1.670% 06/15/2021	34531EAD8	315,000.00	NR	Aaa	01/18/17	01/25/17	314,998.83	1.67	233.80	314,999.03	314,766.59



Managed Account Detail of Securities Held

For the Month Ending June 30, 2017

CITY OF PITTSBURGH GENERAL FUNDS

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security / Collateralized Mortgage Obligation											
HART 2017-A A3 DTD 03/29/2017 1.760% 08/15/2021	44931PAD8	305,000.00	AAA	NR	03/22/17	03/29/17	304,975.33	1.76	238.58	304,976.60	305,070.55
ALLYA 2017-2 A3 DTD 03/29/2017 1.780% 08/15/2021	02007HAC5	570,000.00	NR	Aaa	03/21/17	03/29/17	569,932.80	1.79	450.93	569,936.22	570,122.15
HAROT 2017-2 A3 DTD 06/27/2017 1.680% 08/16/2021	43811BAC8	470,000.00	AAA	Aaa	06/20/17	06/27/17	469,959.35	1.68	87.73	469,959.42	469,285.13
AMXCA 2017-4 A DTD 05/30/2017 1.640% 12/15/2021	02582JHG8	540,000.00	AAA	NR	05/22/17	05/30/17	539,913.49	1.65	393.60	539,914.46	539,574.91
Security Type Sub-Total		3,485,000.00					3,484,666.61	1.68	2,292.74	3,484,692.33	3,482,606.23
Managed Account Sub-Total		47,640,000.00					48,085,304.51	1.71	230,034.01	47,817,720.61	47,830,918.21
Securities Sub-Total		\$47,640,000.00					\$48,085,304.51	1.71%	\$230,034.01	\$47,817,720.61	\$47,830,918.21
Accrued Interest											\$230,034.01
Total Investments											\$48,060,952.22

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.

GLOSSARY

- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.
- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.



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

DATE: 8/11/2017

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Third Amendment to the Exclusive Negotiating Rights Agreement (ENRA) with Discovery Builders, Inc., for a Single-Family Residential Detached Development at Delta View Golf Course/Stoneman Park

MEETING DATE: 8/21/2017

EXECUTIVE SUMMARY

On December 15, 2008, the City Council adopted Resolution No. 08-11133 approving an ENRA between the City and Discovery Builders, Inc., to evaluate the potential for a land exchange and development of City-owned lands on a portion of and adjacent to the Delta View Golf Course. Due to the need for extensive interaction with the Department of the Interior, this Third Amendment to the ENRA would extend the term of the ENRA for another three years, to December 15, 2020.

FISCAL IMPACT

There is no fiscal impact to the General Fund budget with the extension of this ENRA. City staff and legal costs incurred as a result of further negotiation under the ENRA will be reimbursed by Discovery Builders in accordance with the terms of a Reimbursement Agreement executed between the City and Discovery Builders on March 5, 2010.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving the Third Amendment to the ENRA to extend the ENRA term from three years to twelve years, with a termination date of December 15, 2020.

BACKGROUND

The City of Pittsburg currently owns approximately 420 acres at the Delta View Golf Course/Stoneman Park. About one-half of the site is developed with an 18-hole golf course and ancillary uses. The remainder of the site is undeveloped open space with hiking trails,

except for the southwest corner, where there is a model airplane field and an approximately 0.5-acre facility for firearms training and non-firearms training of public safety officers.

The existing property was conveyed to the City of Pittsburg by the federal government. Within the conveyance document is a stipulation that the property be used for recreational/open space purposes. If the City wishes to develop a portion of the property for residential purposes, then the City must identify and the U.S. Department of the Interior must approve the location of other vacant property in the City to be used for recreational/open space purposes.

On December 15, 2008, by adoption of City Council Resolution No. 08-11133, the City and Discovery Builders, Inc. (the "Developer"), entered into a 36-month ENRA for proposed residential development on portions of the Golf Course and Stoneman Park properties. On December 19, 2011, the Council adopted Resolution No. 11-11749 extending the ENRA to December 15, 2014, and making other minor amendments. On November 17, 2014, the Council adopted Resolution No. 14-12293 extending the ENRA to December 15, 2017.

SUBCOMMITTEE FINDINGS

This extension to the ENRA was not brought before a Subcommittee.

STAFF ANALYSIS

The currently requested extension would: 1) allow the Developer additional time to evaluate the development potential of the site; and 2) specify the parcels under consideration for the ENRA as APN 094-080-014 (241.80 acres) and portions of two other parcels, APN 094-080-002 (22.30 acres) and APN No. 094-090-001 (9.06 acres).

The Developer has indicated a willingness to provide comparable vacant property in the hills southwest of Pittsburg, the ownership of which would be transferred to the City as part of the negotiated agreement. Once a layout of the proposed residential development with estimated lot count is prepared, a suitable amount of property to be exchanged will be identified on the property currently under the control of the Developer. The exchanged land will then have to be approved by the U.S. Department of the Interior.

The completion of the ENRA term with an approved development agreement could result in three key objectives being realized. First, quality residential homes could be built around the golf course, thus enhancing the course's value and usage. Second, key property in the hills southwest of the City could be permanently protected as open space. Finally, a unique type of residential product could be created in the City of Pittsburg, which will increase the diversity of housing opportunities in the community.

Extension of the ENRA period from three years to twelve years would allow the City and the Developer additional time to complete environmental review, negotiate land exchange requirements with the Department of the Interior, as well as to continue to negotiate the terms of a development agreement that would facilitate the fulfillment of the above-stated objectives. Consistent with the original ENRA, the City Manager would be authorized to extend the ENRA for up to an additional six months if he feels that enough progress has been made toward a development agreement within the extended twelve-year timeframe.

ATTACHMENTS: Resolution
Proposed Third Amendment to the ENRA

Second Amendment to the ENRA, December 19, 2014

First Amendment to the ENRA, December 19, 2011

ENRA, December 15, 2008

Report Prepared By: Garrett Evans, Assistant City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Third Amendment to the	)	
Exclusive Negotiating Rights Agreement	)	
With Discovery Builders, Inc., for a	)	RESOLUTION NO.17-
Proposed Single-Family Residential	)	
Detached Development at Pittsburg Golf	)	
<u>Course/Stoneman Park</u>	)	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg ("City") wishes to further the development of quality residential development around the existing Delta View Golf Course; and

WHEREAS, there is significant undeveloped land surrounding the Delta View Golf Course that is suitable for residential development; and

WHEREAS, on December 15, 2008, the City Council adopted Resolution No. 08-11133 approving an ENRA between the City and Discovery Builders, Inc. ("Developer"), in an effort to determine the suitability of exchanging developable property around the Delta View Golf Course for parkland areas in the Southwest Hills subarea of Pittsburg; and

WHEREAS, on December 19, 2011, the City Council adopted Resolution No. 11-11749 extending the term of the ENRA from three years to six years and approving minor clarifications regarding the requisite pro forma submittal and the disposition of the Good Faith Deposit established by the original ENRA; and

WHEREAS, on November 17, 2014, the City Council adopted Resolution No. 14-12293 extending the term of the ENRA from six years to nine years; and

WHEREAS, the City and the Developer have determined that their mutual interests would be best served by amending the ENRA to extend the negotiating period from three years to twelve years, in order to afford additional time to complete environmental review, negotiate land exchange requirements with the Department of the Interior, as well as to continue to negotiate the terms of a development agreement that would facilitate the fulfillment of the stated ENRA objectives.

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, correct and incorporated herein.

Section 2.

The City Council hereby approves the Third Amendment to the ENRA between the City and the Developer. The City Manager of the City is hereby authorized and directed to execute the ENRA on behalf of the City Council.

Section 3.

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

Section 4.

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 21st day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Marilyn Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**THIRD AMENDMENT TO THE
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Pittsburg Golf Course/Stoneman Park Site)**

THIS THIRD AMENDMENT ("**Third Amendment**") to the 2008 Exclusive Negotiating Rights Agreement between the City of Pittsburg, a municipal corporation (the "**City**"), and Discovery Builders, Inc., a California corporation (the "**Developer**"), is made and entered into as of _____, 2017, by and between the City and Developer on the terms and conditions set forth below.

1. Existing Exclusive Negotiating Rights Agreement. The City and Developer entered into an Exclusive Negotiating Rights Agreement ("**ENRA**") on December 15, 2008. The ENRA relates to certain real property in the City limits commonly known as the Pittsburg Golf Course and Stoneman Park. The property referenced by this Third Amendment includes APN 094-080-014 (241.80 acres) and portions of two other parcels, APN No. 094-080-002 (22.30 acres) and APN No. 094-090-001 (9.06 acres) (all as generally depicted on the attached Exhibit "A" and hereafter referred to as the "Property"). The Property is located south of West Leland Road and consists of a portion of the existing 18 hole golf course, outlying supporting structures, and significant undeveloped property.

2. Scope of Third Amendment to ENRA. Since the City and Developer (the "**Parties**") first executed the ENRA, the First Amendment to the ENRA, and the Second Amendment to the ENRA, the Parties have determined that their mutual interests would be best served by amending the ENRA to extend the negotiating period by an additional three years in order to allow additional time to: (a) study the development potential of the Property; and/or (b) evaluate the potential for exchange of land and development potential between the Property and undeveloped lands owned by the Developer. To this end, the first paragraph of Section 1.2 of the ENRA is hereby amended to read as follows:

Section 1.2 Negotiating Period. The negotiating period under this ENRA (the "Negotiating Period") shall be twelve (12) years from the date of this ENRA, subject to extension as provided below. If, during the Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement that, in the judgment of the City Manager, warrants initiation or continuation of the environmental review process required by the California Environmental Quality Act ("CEQA"), then the City Manager may grant one extension of the Negotiating Period, but in no event shall such extension exceed six (6) months. The Developer understands that such extension in no way obligates the City to approve an Agreement at the end of the environmental review process.

3. Continued Applicability of ENRA. Except as specifically set forth herein, the ENRA shall continue in full force and effect.

4. Possible Adjacent Non-Residential Development. Developer acknowledges that City may wish to consult with one or more third parties regarding the possible development of adjacent parcels for non-residential uses. Developer agrees that City may initiate such consultations at no cost to Developer. City agrees it shall take no action that will adversely affect Developer's ability to proceed under this ENRA.

5. Effective Date. This Third Amendment shall be effective as of the date first written above.

WHEREFORE, the Parties have executed this Third Amendment to the ENRA on or as of the date first written above.

CITY:

CITY OF PITTSBURG,
a municipal corporation

DEVELOPER:

DISCOVERY BUILDERS, INC.,
a California corporation

By: _____
Name: Joe Sbranti
Its: City Manager

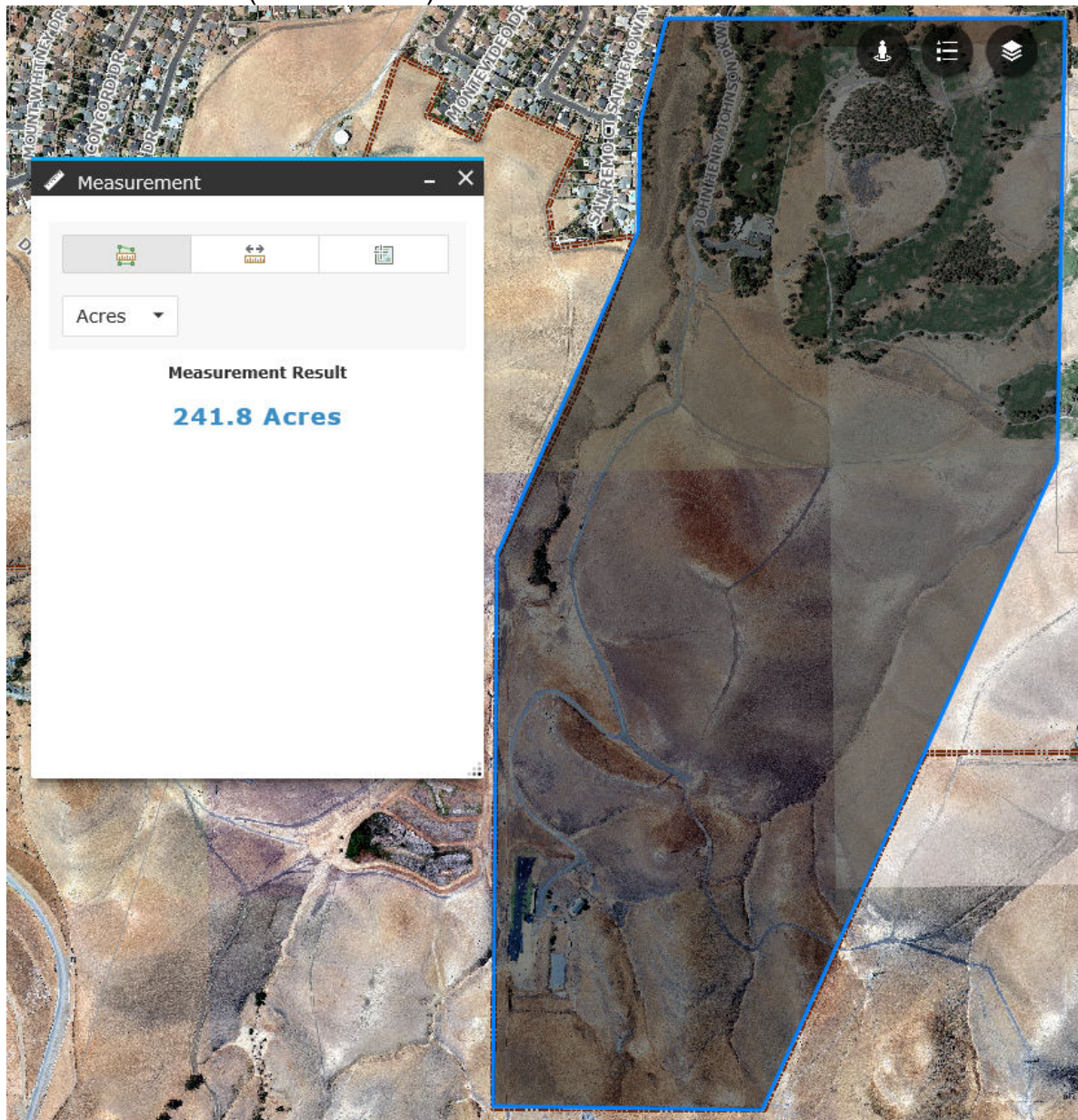
By: _____
Name: Albert D. Seeno, III
Its: Chief Executive Officer

APPROVED AS TO FORM:

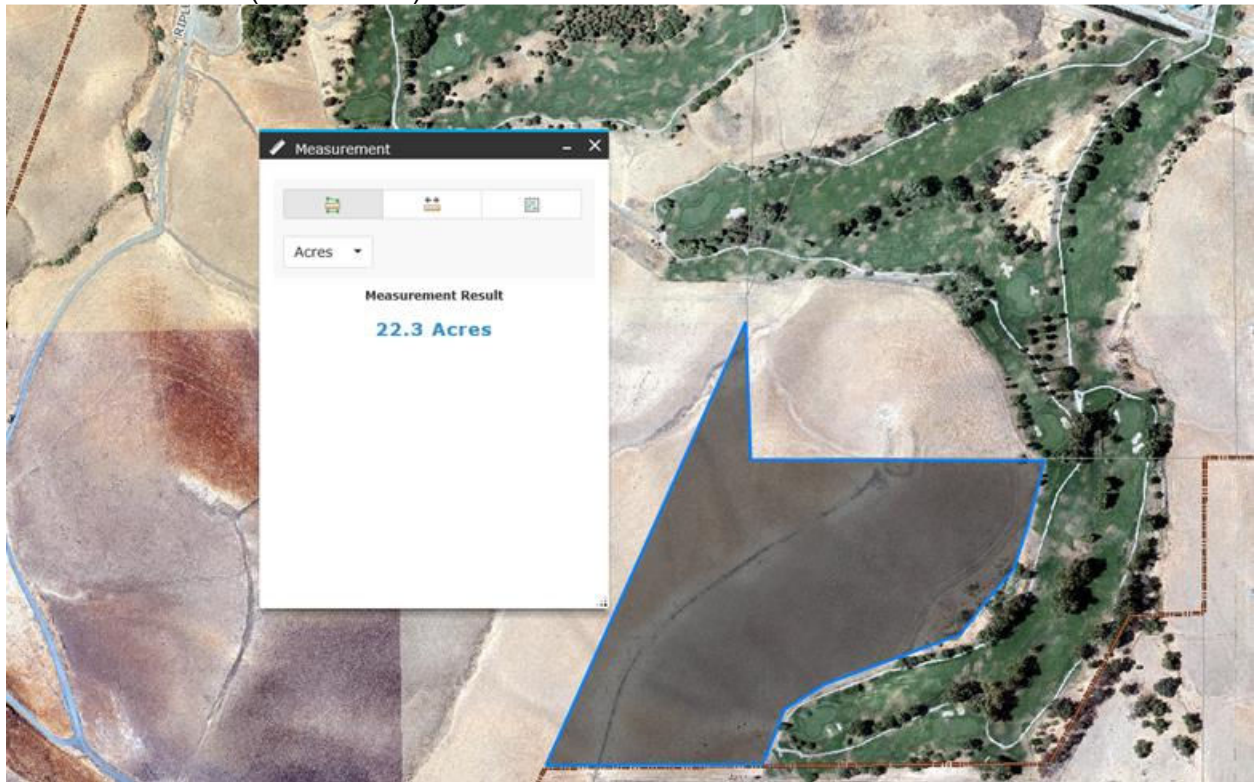
Ruthann G. Ziegler
City Attorney

Exhibit A
Property Included in ENRA

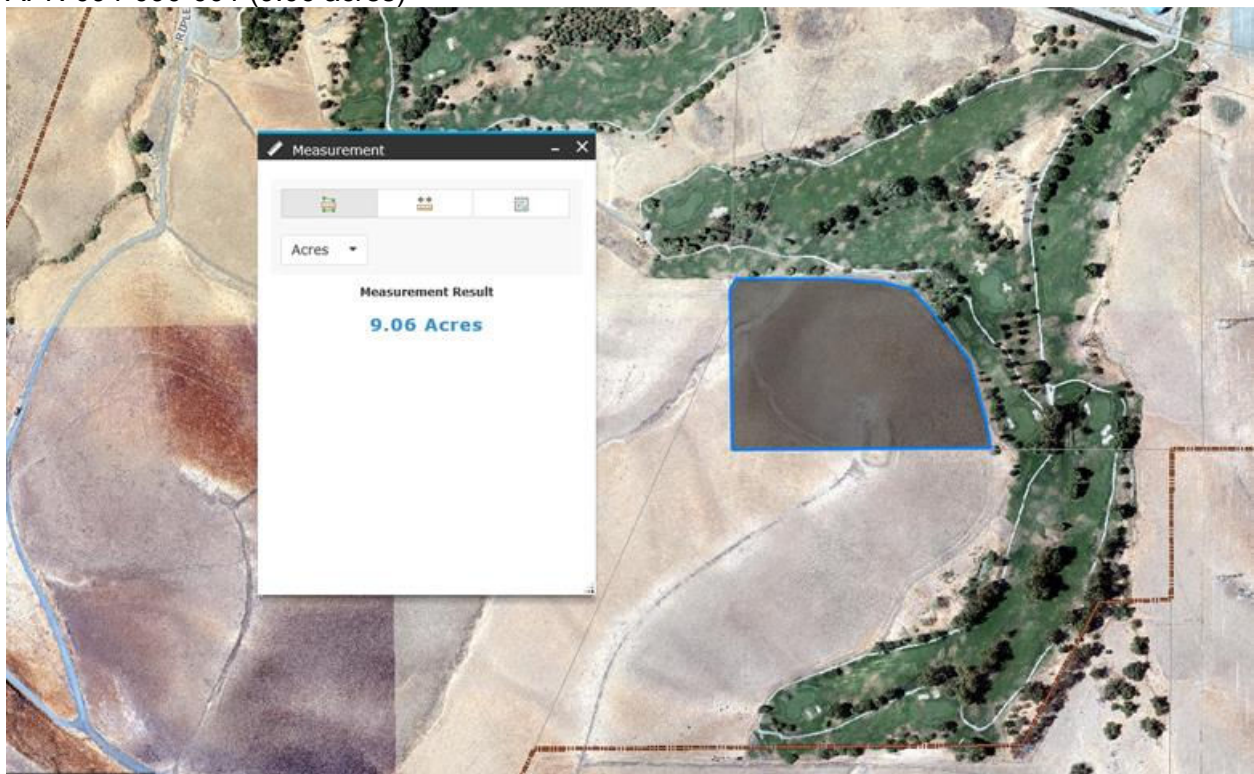
APN 094-080-014 (241.80 acres)



APN 094-080-002 (22.30 acres)



APN 094-090-001 (9.06 acres)



SECOND AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Pittsburg Golf Course/Stoneman Park Site)

This Second Amendment ("Second Amendment") to the 2008 Exclusive Negotiating Rights Agreement between the City of Pittsburg, a municipal corporation (the "City"), and Discovery Builders, Inc. (the "Developer"), is made and entered into as of NOV. 17, 2014, by and between the City and Developer on the terms and conditions set forth below.

1. **Existing Exclusive Negotiating Rights Agreement**

The City and Developer entered into an Exclusive Negotiating Rights Agreement (ENRA) on December 15, 2008. That Agreement relates to certain real property in the City limits commonly known as the Pittsburg Golf Course and Stoneman Park, consisting of approximately 420 acres. This property is south of West Leland Road and consists of the existing 18 hole golf course, club house and outlying supporting structures, and significant undeveloped property.

2. **Scope of Second Amendment to ENRA**

Since the City and Developer ("the Parties") first executed the ENRA and First Amendment to the ENRA, the Parties have determined that their mutual interests would be best served by amending the ENRA to extend the negotiating period from six years to nine years, in order to allow additional time to: a) study the development potential of the Stoneman Park/Golf Course property; and b) evaluate the potential for exchange of land and development potential between the City-owned Stoneman Park/Golf Course property and undeveloped lands owned by the Developer. To this end, the first paragraph of Section 1.2 of the ENRA is hereby amended to read as follows:

"Section 1.2 **Negotiating Period.** The negotiating period under this ENRA (the 'Negotiating Period') shall be nine (9) years from the date of this ENRA, subject to extension as provided below. If, during the Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement that, in the judgment of the City Manager, warrants initiation or continuation of the environmental review process required by the California Environmental Quality Act ('CEQA'), then the City Manager may grant one extension of the Negotiating Period, but in no event shall such extension exceed six (6) months. The Developer understands that such extension in no way obligates the City to approve an Agreement at the end of the environmental review process."

3. **Continued Applicability of ENRA**

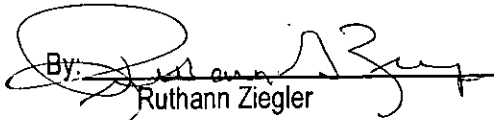
Except as specifically set forth herein, the ENRA shall continue in full force and effect.

4. Effective Date

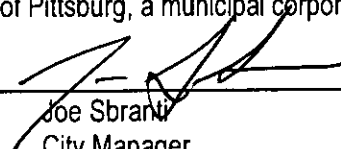
This Second Amendment shall be effective as of the date first written above.

WHEREFORE, the Parties have executed this Second Amendment to the ENRA on or as of the date first written above.

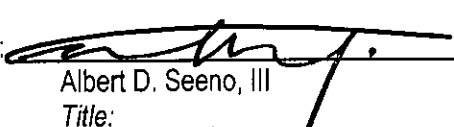
APPROVED AS TO FORM:

By: 
Ruthann Ziegler
City Attorney

CITY:
City of Pittsburg, a municipal corporation

By: 
Joe Sbranti
City Manager

DEVELOPER:
Discovery Builders, Inc.

By: 
Albert D. Seeno, III
Title:

FIRST AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Pittsburg Golf Course/Stoneman Park Site)

This First Amendment ("First Amendment") to the 2008 Exclusive Negotiating Rights Agreement between the City of Pittsburg, a municipal corporation (the "City"), and Discovery Builders, Inc. (the "Developer"), is made and entered into as of December 19, 2011, by and between the City and Developer on the terms and conditions set forth below.

1. Existing Exclusive Negotiating Rights Agreement

The City and Developer entered into an Exclusive Negotiating Rights Agreement (ENRA) on December 15, 2008. That Agreement relates to certain real property in the City limits commonly known as the Pittsburg Golf Course and Stoneman Park, consisting of approximately 420 acres. This property is south of West Leland Road and consists of the existing 18 hole golf course, club house and outlying supporting structures, and significant undeveloped property.

2. Scope of First Amendment to ENRA

Since the City and Developer ("the Parties") first executed the ENRA, the Parties have determined that their mutual interests would be best served by amending the ENRA to extend the negotiating period from three years to six years, in order to allow additional time to: a) study the development potential of the Stoneman Park/Golf Course property; and b) evaluate the potential for exchange of land and development potential between the City-owned Stoneman Park/Golf Course property and undeveloped lands owned by the Developer. To this end, the first paragraph of Section 1.2 of the ENRA is hereby amended to read as follows:

"Section 1.2 Negotiating Period. The negotiating period under this ENRA (the 'Negotiating Period') shall be six (6) years from the date of this ENRA, subject to extension as provided below. If, during the Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement that, in the judgment of the City Manager, warrants initiation or continuation of the environmental review process required by the California Environmental Quality Act ('CEQA'), then the City Manager may grant one extension of the Negotiating Period, but in no event shall such extension exceed six (6) months. The Developer understands that such extension in no way obligates the City to approve an Agreement at the end of the environmental review process."

The Parties have also determined that clarification is needed of language in the ENRA related to the disposition of the Good Faith Deposit in the event that the ENRA terminates without an agreement for development of the Stoneman Park/Golf Course property. To this end, Section 1.4 of the ENRA is hereby amended to read as follows:

"Section 1.4 Good Faith Deposit. In consideration for the City's execution of this ENRA, the Developer has, prior to execution of this ENRA by the City, provided to the City a cash deposit of Two Thousand Dollars (\$2,000; the 'Good Faith Deposit'), of which One Thousand Dollars (\$1,000) shall be retained by the City under any and all circumstances (the 'City Consideration'), and of which One Thousand Dollars (\$1,000) shall be disposed of as set forth in this ENRA (the 'Developer Deposit'). During the term of this ENRA, the

City shall invest the Good Faith Deposit for purposes of earning interest thereon. If this ENRA is terminated without execution of an Agreement, the Developer Deposit and any interest earned thereon shall be refunded to the Developer. If the Parties execute a mutually acceptable Agreement, the Good Faith Deposit, and any interest earned thereon, shall be applied to the purchase price for the Site as more specifically set forth in the Agreement."

The Parties have further determined that submittal of a financial pro forma prior to concurrence on a preferred development plan for the Stoneman Park/Golf Course property would be premature, as the analysis in the pro forma would be affected by the residential unit count and acreage of land to be developed on the Stoneman Park/Golf Course property. To this end, Section 3.7 of the ENRA is hereby amended to read as follows:

"Section 3.7 Financial Pro forma Analysis. Within thirty (30) days after the City and Developer have reached concurrence on a preliminary development plan for the Project, which plan the Developer will subsequently submit with appropriate fees and applications for land use entitlements and CEQA compliance review, the Developer shall provide the City with a detailed financial pro forma for the Project containing, among other matters typically contained in such pro formas, a detailed development cost budget and a detailed operating income and expense estimate (excluding confidential or proprietary information) based on the current design concepts. The financial pro forma will be used to evidence the financial feasibility of the Project and to assist in the negotiations of any required financial assistance from the City."

3. Continued Applicability of ENRA

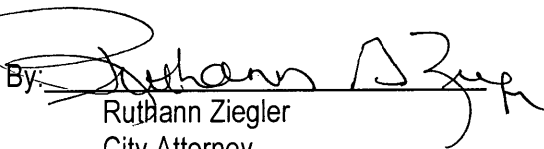
Except as specifically set forth herein, the ENRA shall continue in full force and effect.

4. Effective Date

This First Amendment shall be effective as of the date first written above.

WHEREFORE, the Parties have executed this First Amendment to the ENRA on or as of the date first written above.

APPROVED AS TO FORM:

By: 

Ruthann Ziegler
City Attorney

CITY:

City of Pittsburg, a municipal corporation

By: 

Joe Sbranti
City Manager

DEVELOPER:

Discovery Builders, Inc.

By: 

Albert D. Seeno, III
President

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(Pittsburg Golf Course/Stoneman Park Site)

This Exclusive Negotiating Rights Agreement (the "ENRA") is entered into as of December 15, 2008 (the "Effective Date") by and between the City of Pittsburg, a public body, corporate and politic (the "City"), and Discovery Builders, Inc. (the "Developer"), with reference to the following facts:

Recitals

A. The City is the owner of that certain real property in the City limits commonly known as the Pittsburg Golf Course and Stoneman Park consisting of approximately 420 acres. This property is south of West Leland Road and consists of the existing eighteen hole golf course, club house and outlying support structures, and significant undeveloped property.

B. Consistent with applicable law, the City wishes to process the land use entitlements necessary to allow the development of portions of the Site into a single-family detached residential development (the "Project"). The City shall process these entitlements consistent with the policies and standards of the City General Plan.

C. The City has selected the Developer as the master developer with which to negotiate terms for development of the Project. The purpose of this ENRA is to establish procedures and standards for the negotiation by the City and the Developer of an Agreement allowing for the acquisition by Developer of the Property and development of the Project thereon. As more fully set forth in Section 4.1, this ENRA in itself does not obligate the City to sell the Site or any portion thereof to the Developer, nor does this ENRA grant the Developer the right to purchase or develop the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1
EXCLUSIVE NEGOTIATING RIGHT

Section 1.1 Good Faith Negotiations. The City and the Developer shall negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, the terms of an Agreement for the acquisition and development of the Project. During the Negotiating Period, the parties shall use good faith efforts to accomplish the respective tasks outlined in Article 3 to facilitate the negotiation of a mutually satisfactory Agreement.

Among the issues to be addressed in the negotiations are land disposition and methodology and price for the Site, physical and title conditions of the Site, the development schedule for the Project, financing of the Project's development, marketing and management of the Project, design and aesthetic considerations of the Project, and the provision of public improvements related to the Project.

Section 1.2 Negotiating Period. The negotiating period under this ENRA (the "Negotiating Period") shall be three (3) years from the date of this ENRA, subject to extension as provided below. If, during the Negotiating Period, negotiations with the Developer have progressed sufficiently to the point where there is a draft Agreement that, in the judgment of the City Manager, warrants initiation or continuation of the environmental review process required by the California Environmental Quality Act ("CEQA"), then the City Manager may grant one extension of the Negotiating Period but in no event shall such extension exceed six (6) months. The Developer understands that such extension in no way obligates the City to approve an Agreement at the end of the environmental review process.

If an Agreement has not been executed by the Parties by the expiration of the Negotiating Period (or the Negotiating Period as extended by operation of the preceding paragraph), then this ENRA shall terminate and neither Party shall have any further rights or obligations under this ENRA except as set forth in Sections 1.4 and 3.4. The City acknowledges that any and all work produced by Developer during the Negotiating Period is the property of Developer and shall not be used by the City or disclosed to any third parties in the event of termination of this ENRA unless the Developer agrees in writing, in its sole discretion, to such use and disclosure in which case Developer shall be fully reimbursed all costs incurred in the preparation of such work (except such disclosure as required by the California Public Records Act, court order, discovery, or other legal process). Such reimbursement shall include Developer's direct costs for any documents including but not limited to original drawings, documents, models, photographs, studies, surveys, reports, data, notes, computer files, and other documents prepared, developed or discovered by the Developer during the Negotiating Period. If an Agreement is executed by the Parties, then upon such execution, this ENRA shall terminate and all rights and obligations of the Parties shall be as set forth in the executed Agreement.

Section 1.3 Exclusive Negotiations. During the Negotiating Period, the City shall not negotiate with any entity, other than the Developer, regarding sale or development of the Site or any portion thereof, or solicit or entertain bids or proposals to do so. This provision shall not preclude the City from providing copies of documents or information related to the Site in response to a request under the California Public Records Act or other applicable statutory provisions.

Section 1.4 Good Faith Deposit. In consideration for the City's execution of this ENRA, the Developer has, prior to execution of this ENRA by the City, provided to the City a cash deposit of Two Thousand Dollars (\$2000) of which

Two Thousand Dollars (\$2000) shall be retained by the City under any and all circumstances (the "City Consideration") and of which Two Thousand Dollars (\$2000) shall be disposed of as set forth in this ENRA (the "Good Faith Deposit"). During the term of this ENRA, the City shall invest the Good Faith Deposit for purposes of earning interest thereon. If this ENRA is terminated without execution of an Agreement, the Good Faith Deposit and any interest earned thereon shall be refunded to the Developer. If the Parties execute a mutually acceptable Agreement, the Good Faith Deposit, and any interest earned thereon, shall be applied to the purchase price for the Site as more specifically set forth in the Agreement.

ARTICLE 2 THE DEVELOPER

Section 2.1 Identification of Developer Representatives. The Developer, its address, and its authorized representatives to negotiate the Agreement with the City are as follows:

Discovery Builders, Inc.
4061 Port Chicago Hwy.
Concord, CA 94520
Representatives: Albert D. Seeno, III

Section 2.2 Development Entity. The Developer shall make full disclosure to the City of all information pertinent to the ownership, control and financial capacity of the development entity that is proposed to serve as developer under the Agreement.

ARTICLE 3 NEGOTIATION/PRE-CONSTRUCTION TASKS

Section 3.1 Overview. During the Negotiating Period, the parties shall use reasonable good faith efforts to accomplish the pre-construction tasks set forth in this Article 3 and to accomplish the negotiation of a mutually acceptable Agreement. To facilitate negotiation of the Agreement, the parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Article 3 in a timeframe that will support achievement of these goals.

Section 3.2 Reports. The Developer shall provide the City with copies of all reports, studies, analyses, and similar documents, prepared or commissioned by the Developer with respect to this ENRA, the Site and the Project, promptly upon their completion. The City shall provide the Developer with copies of all reports, studies, analyses, and similar documents prepared or commissioned by the City with respect to this Agreement, the Site and the Project, promptly upon their completion. The Developer acknowledges that the City will need sufficient, detailed information about the proposed Project (including, without limitation the financial information described in Section 3.7) to make informed decisions about

the content and approval of the Agreement. Nothing in this Section 3.2 obligates the City to undertake any reports, studies, analyses or similar documents or to pay Developer for any reports, studies, analyses, and similar documents which it prepares or commissions except as provided in Section 1.2 and 3.4.

Section 3.3 Planning Approvals. The Developer acknowledges that the Project requires approvals and entitlements from the City (the "Planning Approvals"). During the Negotiating Period, the Developer shall submit site plans and designs for the Project to the City and the appropriate City departments for their informal review. The Developer understands that a formal application for the Planning Approvals would not occur until after the execution of an Agreement, and that such application for and issuance of the Planning Approvals will be a prerequisite to the City's disposition of the Site under any Agreement.

Section 3.4 Environmental Review. If requested by the City, the Developer shall prepare at its sole cost, and submit to the City such plans, specifications, drawings, and other information, as specified by the City, that are reasonably necessary to perform the environmental review process required by CEQA for the Project, and the Developer shall pay for all environmental documentation and processing required by CEQA including, but not limited to, staff and consultant time, preparation of plans, specifications, drawings and other information. The City acknowledges that any and all work produced by Developer during the Negotiating Period is the property of Developer and shall not be used by the City or disclosed to any third parties (except as required by the California Public Records Act, court order, discovery, or other legal process) in the event of termination of this ENRA unless the Developer agrees in writing, in its sole discretion, to such use and disclosure in which case Developer shall be fully reimbursed all costs incurred in preparing the environmental documentation hereunder.

Section 3.5 Utilities. The Developer shall consult with the utility companies serving the area of Site to determine if existing utility facilities require expansion, relocation or underground installation in connection with development of the Project. The City shall assist and cooperate with the Developer in such consultations.

Section 3.6 Purchase Price for the Site. The City and the Developer shall seek to agree upon the purchase price for the Site, and the nature, timing and cost of other City assistance to the Project, if any.

Section 3.7 Financial Proforma Analysis. Within one hundred twenty (120) days after the date of this ENRA, the Developer shall provide the City with a detailed financial proforma for the Project containing, among other matters typically contained in such proformas, a detailed development cost budget and a detailed operating income and expense estimate (excluding confidential or proprietary information) based on the current design concepts. The financial

proforma will be used to evidence the financial feasibility of the Project and to assist in the negotiations of any required financial assistance from the City.

Section 3.8 Progress Reports. Upon reasonable notice, as from time to time requested by the City, the Developer shall make oral or written progress reports advising the City on studies being made and matters being evaluated by the Developer with respect to this ENRA and the Project.

ARTICLE 4 GENERAL PROVISIONS

Section 4.1 Limitation on Effect of Agreement. This ENRA shall not obligate either the City or the Developer to enter into an Agreement or to enter into any particular Agreement. by execution of this ENRA, the City is not committing itself to or agreeing to undertake acquisition, disposition, or exercise of control over any Site or any portion of the Site. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Council action the final discretion and approval regarding the execution, if any, of an Agreement and all proceedings and decisions in connection therewith. Any Agreement resulting from negotiations pursuant to this ENRA shall become effective only if and after such Agreement has been considered and approved by the City Council of the City, following conduct of all legally required procedures.

Section 4.2 Notices. Formal notices, demands and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, with signature required, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

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

Developer: Discovery Builders, Inc.
4061 Port Chicago Hwy.
Concord, CA 94520
Attn: Albert D. Seeno, III

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 4.3 Waiver of Lis Pendens. It is expressly understood and agreed by the parties that no lis pendens shall be filed against the Site, or any portion of the Site, with respect to this ENRA or any dispute or act arising from it.

Section 4.4 Costs and Expenses. Except as otherwise specified herein, each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this ENRA, and the performance of each party's obligations under this ENRA.

Section 4.5 No Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this ENRA or any Agreement that may result from this ENRA. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and the Developer shall indemnify, defend and hold the City harmless from any claims by any broker, agent or finder retained by the Developer.

Section 4.6 Default and Remedies.

(a) Default. Failure by either party to negotiate in good faith as provided in this ENRA shall constitute an event of default hereunder. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by the City, the Developer's sole remedy shall be to terminate this ENRA. Following such termination, neither party shall have any further right, remedy or obligation under this ENRA; provided, however, the Developer's indemnification obligation pursuant to Section 4.4, and the Developer's right to be refunded, and the City's entitlement to retain, a portion of the Good Faith Deposit pursuant to Section 1.4 shall survive such termination.

In the event of an uncured default by Developer, the City's sole remedy shall be to terminate this ENRA. Following such termination, neither party shall have any right, remedy or obligation under this ENRA; provided, however, that the Developer's obligation to turn over work pursuant to Section 3.2, the Developer's indemnification obligation pursuant to Section 4.4, and the Developer's right to be refunded, and the City's entitlement to retain, a portion of the Good Faith Deposit pursuant to Section 1.4 shall survive such termination.

Except as expressly provided above, neither party shall have any liability to the other for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this ENRA. Each party specifically waives and releases any such rights or claims they may otherwise have at law or in equity.

Section 4.7 Assignment. The Developer may not transfer or assign any or all of its rights or obligations hereunder except with the prior written consent of the City, which consent shall be granted or withheld in the City's sole discretion, and any such attempted transfer or assignment without the prior written consent of City shall be void.

Section 4.8 No Third Party Beneficiaries. This ENRA is made and entered into solely for the benefit of the City and the Developer and no other person shall have any right of action under or by reason of this ENRA.

Section 4.9 Construction of Agreement. Each party to this ENRA has had an equal opportunity to consult with its attorneys. Therefore, the usual construction of an agreement against the drafting party shall not apply to this ENRA.

Section 4.10 Governing Law; Venue. This ENRA shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Contra Costa County, California.

Section 4.11 Entire Agreement. This ENRA constitutes the entire agreement of the parties regarding the subject matters of this ENRA.

Section 4.12 Counterparts. This ENRA may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 4.13 Authority to Execute. The undersigned represent and warrant they are each duly authorized to execute this ENRA on behalf of the respective party and to take the actions necessary to perform hereunder without the need to seek further authorization from the entity each represents.

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

APPROVED AS TO FORM

By:

Ruthann Ziegler
City Attorney

CITY:

City of Pittsburg, a municipal corporation

By:

Marc S. Grisham
City Manager

DEVELOPER:

Discovery Builders, Inc.

By:

Albert D. Seeno III

Title: