CITY OF PITTSBURG
AGENDA
********** A M E N D E D **********

SEPTEMBER 16, 2019

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

OPPPORTUNITY ZONES EIFD WORKSHOP
(ENHANCED INFRASTRUCTURE FINANCING DISTRICTS)
5:30 P.M.

CLOSED SESSION
6:15 P.M.

REGULAR MEETINGS
7:00 P.M.

CITY COUNCIL
HOUSING AUTHORITY
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SUCCESSOR AGENCY

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

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

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

5:30 P.M. - Opportunity Zones EIFD (Enhanced Infractructure Financing Districts) Workshop

AUDIENCE REMARKS for Closed Session Agenda

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.

6:15 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

   City designated representatives: Stacy Shell; Employee organizations: Police Officers Association (POA) and Police Management Group (PMG)

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

   Property: 352, 368, 384 Railroad Avenue (APNs 085-105-011, 085-105-012, 085-105-013); Successor Agency negotiators: Garrett Evans and Maria Aliotti; Negotiating parties: Global Resources Trading LLC; Under negotiation: Price and terms of payment

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

   C.S.M.C.S. Case # ARB-18-0294 - Teamsters Local 856 and City of Pittsburg (Grievance Re Employee Discipline)

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATION

4. Clean Air Day

5. National Immigrants Day

PRESENTATIONS

6. PAL CPR Recognition

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

7. Minutes of August 19, 2019

8. Disbursement List of August 31, 2019

9. Adoption of a Housing Authority Resolution Approving a Loan Agreement of Up to $780,000 Between the Housing Authority of the City of Pittsburg and Satellite Affordable Housing Associates and Authorizing the Executive Director to Execute the Loan Agreement, Promissory Note, Deed of Trust, and Regulatory Agreement

   The Housing Authority of the City of Pittsburg (Housing Authority) and Satellite Affordable Housing Associates (Developer) propose to enter into a loan agreement for up to $780,000 (Loan) for the construction of thirty (30) units, of which 29 are affordable to special needs and veterans housing (Project). The Housing Authority and Developer also propose to execute the promissory note, deed of trust, and regulatory agreement in connection with the Loan.

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY to October 21, 2019

PITTSBURG POWER COMPANY AND CITY COUNCIL COMBINED CONSIDERATION

10. Adoption of a City Council Resolution Establishing The Digital Office for New Americans and a Pittsburg Power Company Resolution Allocating $50,000 to the The Digital Office of New Americans

    The City is proposing to establish The Digital Office for New Americans (Program) to provide access to educational resources and events related to immigrations. Pittsburg Power Company (“PPC”) is proposing to allocate $50,000 to fund the Program.

CITY COUNCIL MEETING

PUBLIC HEARING

11. Adoption of a City Council Resolution Approving the 2018-2019 Community

Development Block Grant Consolidated Annual Performance and Evaluation Report

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a "report card" that documents how well the City met its goals during the period of July 1, 2018 through June 30, 2019 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds.

12. Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Stoneman Laboratories LLC, AP-18-1371.

    This is a public hearing on a request for City Council approval of: 1) commercial cannabis permits to allow for the use of cannabis within medical and nonmedical consumer product manufacturing at 557 Clark Avenue (Assessor's Parcel No.: 088-250-050); and 2) an operating agreement between the City and the Stoneman Laboratories LLC.

CONSIDERATION

13. Introduction and Waive First Reading of an Ordinance Amending Title 5 of the Pittsburg Municipal Code Related to Cannabis Regulations

    This is a request to approve a text amendment to Pittsburg Municipal Code (PMC) Title 5, Chapter 5.70, sections 5.70.051 and 5.70.160 in order to: 1) specify how required distances between cannabis businesses and potentially sensitive uses are measured; 2) clarify definitions of specific potentially sensitive uses; and 3) establish a minimum distance of 1,000 feet between cannabis dispensaries and potentially sensitive uses, in the event cannabis dispensaries are allowed in the future.

CONFLICT OF INTEREST STATEMENT

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

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

14. Minutes of August 19, 2019

15. Adoption of a Pittsburg Arts and Community Foundation Resolution Approving the Lease Terms and Authorizing the Executive Director to Execute a Lease Agreement between the Pittsburg Arts and Community Foundation and Tony Keslinke and a Pittsburg Power Company Resolution Allocating up to $50,000 to Pittsburg Arts and Community Foundation for Relocation Costs and Tenant Improvements

The Pittsburg Arts and Community Foundation (PACF), a California 501(c)(3) non-profit corporation, and Tony Keslinke, an individual (Landlord), propose to enter into a lease agreement (Lease Agreement) for the first floor commercial space located at 485 Railroad Avenue (Premises). The Premises consists of 3,500 square feet of interior space.

16. Adoption of a City Council Resolution to Accept a Federal Highway Safety Improvement Program (HSIP) Grant for Contract 2019-01, Traffic Signal Improvement Project

The City applied for, and has been awarded, an HSIP grant in the amount of $1,065,600 for Contract 2019-01 Traffic Signal Improvement Project (the "Project"). The project will improve traffic signal hardware including signals heads, pedestrian heads, push buttons, visors, backplates, controllers, cabinets, battery backup system, and modems at 59 signalized intersections.

17. Adoption of a City Council Resolution Authorizing the City of Pittsburg to Access State and Federal Summary Information for Employment and Related Purposes

The City of Pittsburg's Human Resources Department routinely performs criminal background checks for prospective employees, volunteers, and committee members to access criminal records and histories maintained by the California Department of Justice. The City wishes to expand its criminal database access to include Federal Bureau of Investigation (FBI) histories and out-of-state records.

18. Adoption of a City Council Resolution to Amend the Staffing Allocation in the Building Division

The City Manager, upon recommendation from the Director of Community Development, recommends changing the staffing allocation plan by adding one (1) Combination Building Inspector position and removing one (1) Permit Technician position to the Building Division.

19. Adoption of a City Council Resolution to Authorize an Amendment to the Employment Agreement for the City Attorney

On July 17, 2018, the City Council approved the appointment of Donna Mooney as City Attorney and authorized an employment agreement ending on September 4, 2021. This resolution would authorize an amendment to the current employment agreement to increase the salary and extend the agreement term for the City Attorney.

20. Adoption of a City Council Resolution to Accept Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement Project as Complete and Authorize the City Engineer to File a Notice of Completion

Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement Project ("the Project") was for removal and replacement of 100 linear feet of 24-inch raw water intake line at the Water Treatment Plant. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a

Notice of Completion.

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

    To comply with CalPERS' interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5 by amending 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 pay schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

22. Adoption of a City Council Resolution to Authorize the City Manager to Execute an Agreement with Ambrose Recreation and Park District for Construction Management of the Ambrose Park Rest Room Project

    Ambrose Memorial Park is located at 125 Memorial Way and is owned and operated by the Ambrose Recreation and Park District. The District has asked for City staff to manage the project to replace the park rest room building, in an effort similar to the successful Ambrose Pool project. If the agreement is approved, the District will reimburse the City for staff time and materials from project funds.

23. Adoption of a City Council Resolution to Accept the Plans and Specifications and Authorize Award of Contract 2019-06 Montezuma Slough Pump Station Reconstruction Project

    Contract 2019-06, Montezuma Slough Pump Station Reconstruction Project ("the Project") is for the removal and replacement of the pump station adjacent to the Montezuma Slough, west of Beacon Street. This project is necessary to help alleviate flooding on West Eighth Street during storm events. Adoption of this resolution will accept plans and specifications for the Project and authorize the City Manager to award a contract up to the amount of $320,000 for construction of the Project.

24. Adoption of a City Council Resolution to Accept the 2018 Patch Paving Contract as Complete and Authorize the City Engineer to File a Notice of Completion

    The 2018 Patch Paving Project ("the Project") was for the removal and replacement of failed asphalt on Railroad Avenue. This Resolution will accept construction as complete and authorize the City Engineer to file a Notice of Completion for the Project.

25. Adoption of a City Council Resolution to Authorize the City Manager to Execute Contract for Water Treatment Plant Chemical Supply - Sodium Hydroxide

    The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant (WTP). Public Works solicits bids through the Bay Area Chemical Consortium for Water Treatment Plant Chemical Supply – Sodium Hydroxide (Caustic Soda) annually. Univar USA Inc is the lowest responsive bidder for Sodium Hydroxide in the amount of $150,000.

26. Adoption of a City Council Resolution to Approve Two Reclassifications

The City Manager, upon recommendation from the Director of Human Resources, recommends the reclassification of one Administrative Assistant to Account Clerk and one Electrical Technician to Utility Lineworker.

27. Adoption of a City Council Resolution to Authorize the City Manager to Execute Contract Agreement for Water and Sewer Supplies

The Public Works Department maintains the City's water distribution and sewer collection systems. Public Works solicits bids for water and sewer maintenance tools and supplies annually. Pace Supply, from Stockton, CA is the lowest responsible bidder for Water and Sewer Supplies in the amount of $140,000.

28. Adoption of a City Council Resolution to Execute a Consultant Agreement with Luhdorff and Scalmanini for Engineering Services

Luhdorff and Scalmanini Consulting Engineers (LSCE) is a consulting and services company that deals exclusively with the investigation, development, use, and management of groundwater resources. The Public Works Department solicited a proposal from LSCE for engineering consulting services for groundwater monitoring and well services. LSCE provided a comprehensive proposal in the amount of $173,200 outlining the services necessary for regulatory compliance and well monitoring for continued water supply for water treatment.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REPORTS/REMARKS

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

ADJOURNMENT to October 7, 2019

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2019

Updated February 4, 2019

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

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
East Bay League of Calif. Cities	Jelani Killings / Juan Banales Alt.	Standing	3rd Thursday	*Rotational
Mayor's Conference	Juan Banales / Jelani Killings Alt.	Standing	1st Thursday	G. Evans
School Districts Committee (2x2)	Holland White & Jelani Killings / Merl Craft Alt.	Standing	4th Thursday even months	G. Evans

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
Camp Stoneman Anniversary Celebration	Merl Craft & Shanelle Scales-Preston	Ad Hoc	As needed	Evans/Simonton
CIP	Juan Banales & Jelani Killings	Ad Hoc	As needed	G. Evans
Community Services Subcommittee	Juan Banales & Holland White	Ad Hoc	As needed	G. Evans/M. Aliotti
Hills Committee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	Quarterly	K. Simonton
Finance Subcommittee	Jelani Killings & Juan Banales / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	K. Pollot
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Merl Craft Alt.	Standing	As needed	D. Buchanan
Sister City Committee	Holland White & Merl Craft / Jelani Killings Alt.	Ad Hoc	As needed	K. Simonton
Successor Agency Subcommittee	Merl Craft & Jelani Killings / S. Scales-Preston Alt.	Standing	As needed	M. Aliotti

*Rotational Staff as assigned by City Manager
**Stipend of $209 per month
***Stipend of $100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

Commission	Tentative Meeting Dates
Planning Commission	2nd and 4th Tuesdays
Community Advisory Commission	1st 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
65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

CLEAN AIR DAY
OCTOBER 2, 2019

WHEREAS, air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health and it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affects the natural environment, air quality and well-being of residents, employees, and visitors of the City of Pittsburg; and

WHEREAS, education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health and individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region; and

WHEREAS, the City of Pittsburg, Pittsburg Unified School District, and Mt. Diablo Resource Recovery converted to renewal diesel fuel to improve air quality in our community; and

WHEREAS, the City and Pittsburg Unified School District have partnered in Idle Free Zones at schools and the City is engaging the community in an active transportation network through Pittsburg Moves to develop and support more biking and walking and encourage new bikers and walkers; and

WHEREAS, Pittsburg will join all Californians to clear the air on October 2, 2019; and

WHEREAS, the City of Pittsburg is committed to the health of our residents, workforce, visitors, and community at large.

NOW, THEREFORE, I Juan Antonio Banales, the Mayor of the City of Pittsburg, on behalf of the entire City Council do hereby proclaim October 2, 2019 as Clean Air Day in the City of Pittsburg and encourage all residents, businesses, employees, and community members to participate in Clean Air Day and help clear the air for all Californians.

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

September 16, 2019

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

NATIONAL IMMIGRANTS DAY
October 28, 2019

WHEREAS, for centuries, people throughout the world have come to our great nation with the hope that they would be able to secure a better life for themselves and their families; and

WHEREAS, the United States is truly a country of great ethnic diversity and multicultural character which has provided our nation with boundless energy and strength and contributed significantly to our growth, progress, and prosperity; and

WHEREAS, millions of immigrants settled throughout the vast territory of the United States, supported the ideals of independence and liberty, and demonstrated the dedication and perseverance that enabled them to make their dreams come true; and

WHEREAS, the City of Pittsburg is proud of our immigrants throughout history and today that have made a home here in the City.

NOW, THEREFORE, BE IT RESOLVED, I, Juan Antonio Banales, Mayor of the City of Pittsburg, California, on behalf of the entire City Council, hereby proclaim October 28, 2019 as National Immigrants Day and urge all residents to celebrate this day with proper celebrations and activities.

_____
Juan Antonio Banales, Mayor

_____
Alice E. Evenson, City Clerk

ATTEST: September 16, 2019

CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES

DATE: August 19, 2019

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

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

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

CALL TO ORDER

Chair Banales called the meeting of the Housing Authority to order at 7:16 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Member Herring was absent and excused.

CONSENT CALENDAR

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

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

5. Minutes of July 15, 2019

6. Housing Disbursement List of July 31, 2019

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

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

HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

ADJOURNMENT

The Housing Authority was adjourned at 7:18 P.M. to September 16, 2019.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURG HOUSING AUTHORITY

Disbursement List Summary

For the month of August 2019

	Ck#	Amount	HAP[1]	VASH[2]	UR[3]	Portability	Admin. Fee	TOTAL
VOUCHERS	149313-149450	1,593,736.81	1,200,025.89	135,841.28	10,475.41	242,610.00	4,784.23	1,593,736.81
	80119001-80119489							-
								-
	149451-149460	37,259.93	22,131.80	1,615.00	749.00	12,545.00	219.13	37,259.93
	81519001-81519017							-
								-
	TOTAL	1,630,996.74	1,222,157.69	137,456.28	11,224.41	255,155.00	5,003.36	$ 1,630,996.74

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

		Amount	Description	TOTAL
ADMINISTRATIVE EXPENSES	Paid to	$ 38,416.23	Full Time salaries	$ 38,416.23
	City of Pittsburg	$ -	Stipend	-
	(8/19 Operating	-	Part Time salaries	-
			Overtime salaries	-
		2,701.68	Retirement	2,701.68
		7,257.25	Retirement-Pension bonds	7,257.25
		9,979.74	Health Insurance	9,979.74
		-	CalPERS Unfunded Liability - Non Sworn	-
		189.89	Additional CalPERS Pension Contribution	189.89
		117.24	Life Insurance	117.24
		976.74	Dental Insurance	976.74
		2,007.71	Workers Comp	2,007.71
		234.16	Unemployment Insurance	234.16
		-	Disability Ins.	-
		2,976.07	FICA	2,976.07
		831.24	Deferred Compensation	831.24
		930.92	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	930.92
		595.58	Pension 115 Trust	595.58
		2,675.33	Retiree OPEB Costs	2,675.33
		890.91	Office Supplies	890.91
		-	Computer Software	-
		-	Textbooks	-
		-	Postage	-
		-	Misc Equip & Furniture < $5,000	-
		-	Other Special Departmental Supplies	-
		1,372.15	Utilities (Gas, Electric & Water)	1,372.15
		149.46	Telephone - Regular	149.46
		-	Telephone - Other	-
		-	Membership Dues & Subscriptions	-
		-	Travel, Training, & Conference	-
		2,454.75	Insurance - Alloc Chgs	2,454.75
		-	Legal Fees	-
		-	Auditing Expense	-
		-	Settlement Hearing	-
		760.58	Other Contractual & Professional Service	760.58
		-	Advertising & Promotion	-
		-	Maintenance Agreements	-
		-	Maintenance & Repairs	-
		155.90	Equipment Rental	155.90
		2,375.00	Building Rental	2,375.00
		565.25	Fleet Maintenance Alloc Chgs	565.25
		1,734.75	Building Maintenance Alloc Chgs	1,734.75
		1,721.25	Information Systems Alloc Chgs	1,721.25
		-	Bad Debt Expense	-
		-	Other Fees	-
		4,735.58	Admin overhead paid to city	4,735.58
		-	Legal - Non Retainer/Non Reimbursable	-
		-	Capital Equipment & Furniture	-
		-	Misc Equip & Furniture < $5,000	-
		-	Other Special Departmental Supplies - Rental	-
		-	Utilities (Gas, Electric, & Water) - Rental	-
		-	Advertising & Promotion - Rental	-
		-	Other Contractual & Professional Service - Rental	-
		-	Maintenance & Repairs - Rental	-
		-	Property Tax payment - Rental	-
		213.59	Other fees - Rental	213.59
			Lighting & Landscape Assessment - Rental	-
		-	CCCERA Interfund Loan Payback	-
		1,556.67	Transfer-Out to OPEB (Unfunded Liabilities)	1,556.67
	TOTAL	88,575.62		88,575.62

	Ck#	Amount	Reason	TOTAL
VOIDED CHECKS & ADJUSTMENTS	148462	(35.00)	Lost check - reissued on 8/15/19	(35.00)
	148584	(35.00)	Lost check - reissued on 8/15/19	(35.00)
	149246	(233.00)	Lost check - reissued on 8/15/19	(233.00)
	149440	(3,658.00)	Returned check - tenant never took possession	(3,658.00)
	80119175	(1,784.00)	Returned ACH - reissued on 8/15/19	(1,784.00)
				-
				-
	TOTAL	(5,745.00)		$ (5,745.00)

NET of Issued and Voided $ 1,713,827.36

Laura Mc 9/4/19

Check Summary

August 1, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 149313	8/1/19	*****6316	Alina D Arana	23.00
149314	8/1/19	*****2494	Amana K Cornish	27.00
149315	8/1/19	*****0079	Angel E Smith	32.00
149316	8/1/19	*****1508	Angela N Taylor	125.00
149318	8/1/19	*****8406	Ashley C Jackson	140.00
149319	8/1/19	*****2017	Ashley Davis	189.00
149321	8/1/19	*****0898	Burhan Nawabi	65.00
149323	8/1/19	*****7655	Ciara Fagin	78.00
149324	8/1/19	*****5232	Danielle M Thomas	52.00
149325	8/1/19	*****2319	Delfonse A Lewis	149.00
149326	8/1/19	*****7089	Demario M Johnson	93.00
149327	8/1/19	*****2521	Erica W Kelley	34.00
149328	8/1/19	*****3840	Eva Mangum	62.00
149330	8/1/19	*****0205	Jamaka E Davis	1.00
149331	8/1/19	*****2764	Jonathan D Bell	246.00
149332	8/1/19	*****4091	Joshua C Perez	80.00
149333	8/1/19	*****7294	Khadijah Jackson	71.00
149334	8/1/19	*****7253	Laneava S Blanks	217.00
149335	8/1/19	*****5201	Laquita Dillon	133.00
149336	8/1/19	*****6488	Luz S Edington	32.00
149337	8/1/19	*****3960	Lyniece N Eddins	190.00
149338	8/1/19	*****6385	Marcia Price	144.00
149339	8/1/19	*****7280	Mareece M Harrison	23.00
149340	8/1/19	*****5133	Mary P Grigsby	3.00
149342	8/1/19	*****1697	Mieka L Bratton	49.00
149343	8/1/19	*****8275	Mildred G Botello	99.00
149344	8/1/19	*****6104	Monae J Coleman	159.00
149345	8/1/19	*****2674	Monika Smith	8.00
149346	8/1/19	*****3086	Montalabra T Perea	67.00
149347	8/1/19	*****9905	Nakisha Fountain	69.00
149348	8/1/19	*****3829	Nicole N Hodge	89.00
149349	8/1/19	*****8665	Nieza M Burrus	133.00
149350	8/1/19	*****4119	Pashenia D Sanders	168.00
149351	8/1/19	*****8671	Patricia M Ingram	24.00

©2019, MRI Software LLC - All Rights Reserved.

149353	8/1/19	*****6935	Samaiyah A Warren	140.00
149354	8/1/19	*****3403	Shanae V Washington	103.00
149355	8/1/19	*****1512	Shawn A Prince	37.00
149356	8/1/19	*****5981	Sherri L Pitts	87.00
149358	8/1/19	*****3542	Starr C Bronson	13.00
149360	8/1/19	*****4760	Totiona B Richardson	9.00
149362	8/1/19	*****5715	Latisha M Williams	168.00
149363	8/1/19	*****7435	Mary L Parker	155.00
149365	8/1/19	*****0864	Rochelle Scurlock	22.00
149366	8/1/19	*****8147	Willa Gohegan	33.00
149367	8/1/19	*****8623	Kimberly A Limas	201.00
149368	8/1/19	*****0164	Bobbie J Royston	109.00
149369	8/1/19	*****4208	Ono c Rothschild	266.00
149370	8/1/19	*****2184	Evelyn Smith	53.00
149371	8/1/19	*****5175	Mary C Johnson	48.00
149372	8/1/19	*****9858	Livis J Sanders	122.00
149373	8/1/19	*****8612	Regina D Tucker	68.00
149374	8/1/19	*****0261	Verline Mason	18.00
149375	8/1/19	*****6527	Brandi N Davis	26.00
149376	8/1/19	*****6015	Sherron A Camp	194.00
149377	8/1/19	*****9122	Nancy M Parrish	78.00
149378	8/1/19	*****1482	Tahira M Edwards	14.00
149379	8/1/19	*****5492	Michelle m Williams	14.00
149380	8/1/19	*****4842	Tyisha C Paulk	203.00
149381	8/1/19	*****7135	Michele N Nichols	92.00
149382	8/1/19	*****2879	Tieshia S Jones	168.00
149383	8/1/19	*****5626	Lashawn P Fields	65.00
149384	8/1/19	*****1903	Ebony D Loud	4.00
149385	8/1/19	*****5232	Kristina M Greer	16.00
149386	8/1/19	*****3113	Mannah S Parrott	233.00
149387	8/1/19	*****9728	Shelleda F Jackson	44.00
149388	8/1/19	*****0248	Abdul A Wardak	51.00
149389	8/1/19	*****1015	Jessica D Parker	126.00
149390	8/1/19	*****2695	Monique Thompson	1.00
149391	8/1/19	*****4776	Birdie D Ajaebo	2.00
149392	8/1/19	*****5844	Daarina a Bey	38.00
149393	8/1/19	*****8122	Mikesha R Harp	67.00
149394	8/1/19	*****5298	Gloria F Nelson	23.00
149395	8/1/19	*****0903	Virgie r Gray	78.00
149396	8/1/19	*****3803	Katina M Easiley	59.00
149397	8/1/19	*****6507	Melissa R Griffin	23.00

©2019, MRI Software LLC - All Rights Reserved.

149398	8/1/19	*****2140	Leslee r Rockett	**52.00**
149399	8/1/19	*****3869	Charlene M Best	**95.00**
149400	8/1/19	*****1062	Lateefah S Camacho	**203.00**
149401	8/1/19	*****2217	Camille A Lascano	**203.00**
149402	8/1/19	*****6571	Tasha S Sargent	**76.00**
149403	8/1/19	*****9229	Sonia M Guevara	**124.00**
149404	8/1/19	*****8078	Lisa E Gordon	**17.00**
149405	8/1/19	*****5288	Nicole m Magnus	**19.00**
149406	8/1/19	*****8511	Tantasha Y Dutye	**165.00**
149407	8/1/19	*****5083	Crystal j Houston	**185.00**
149408	8/1/19	*****1696	Angela M Varela	**81.00**
149409	8/1/19	*****3183	Sonja I Campos	**66.00**
149410	8/1/19	*****8818	Lisa n Macpheators	**197.00**
149411	8/1/19	*****6573	Hermajo L Hoskins	**38.00**
149412	8/1/19	*****9996	Crystal A Wyrick	**74.00**
149413	8/1/19	*****2542	Sau C Ly	**11.00**
149414	8/1/19	*****0840	Dalisha L Bernstine	**101.00**
149415	8/1/19	*****6622	Dekima R Dotson	**7.00**
149416	8/1/19	*****6953	Nathan Banks JR	**25.00**
149417	8/1/19	*****3841	Hangama Karimi	**141.00**
149418	8/1/19	*****1238	Ramonda A Carlos	**36.00**
149419	8/1/19	*****2730	Jolene L Carlos	**205.00**
149420	8/1/19	*****6995	Graciela Arroyo	**49.00**
149421	8/1/19	*****0195	Shanoria s Sasser	**75.00**
149422	8/1/19	*****7390	Masuda Nawabi	**35.00**
149423	8/1/19	*****1951	Vinisha D Thornton	**246.00**
149424	8/1/19	*****6483	Alicia C Guevara	**29.00**
149425	8/1/19	*****3796	Tiara N Burks	**182.00**
149426	8/1/19	*****7822	Daudi K Edmond	**48.00**
149427	8/1/19	*****5758	Monique c Chaves	**119.00**
149428	8/1/19	*****7134	Gwendolyn T Banks	**52.00**
149429	8/1/19	*****1164	Michelle M Balestrieri	**155.00**
149431	8/1/19	*****9326	Western Addition Apartments, LLC	**1,821.00**
149432	8/1/19	*****9810	Housing Authority of the County of Alameda	**13,924.36**
149433	8/1/19	*****9810	Housing Authority of the County of Alameda	**144.84**
149434	8/1/19	*****0339	Shanda Arnold	**1,805.00**
149435	8/1/19	*****7079	Federal D Glover	**4,225.00**
149436	8/1/19	*****0849	Praveen Gupta	**1,793.00**
149437	8/1/19	*****0348	Hartz Property Management	**1,471.00**
149438	8/1/19	*****1057	Diamond Hillside Apartments	**1,279.00**
149439	8/1/19	*****0978	King County Housing Authority	**1,168.27**

©2019, MRI Software LLC - All Rights Reserved.

149440	8/1/19	*****7087	Huy Nguyen Le		**3,658.00**
149441	8/1/19	*****3848	Leticia Carasi Malasig		**679.00**
149442	8/1/19	*****4697	Elisa Aurora Martinez		**5,552.00**
149443	8/1/19	*****3124	Dante McDonald		**1,222.00**
149444	8/1/19	*****2593	Ba Nguyen Thu Thi Ngo		**3,476.00**
149445	8/1/19	*****9182	Lorene Paysinger		**1,791.00**
149446	8/1/19	*****7243	Linda Phon		**945.00**
149447	8/1/19	*****8651	Zaoxin Rong		**1,862.00**
149448	8/1/19	*****1357	Mohammad Shekib		**3,201.00**
149449	8/1/19	*****8191	Albert S Tam		**1,376.00**
149450	8/1/19	*****0668	Guangyu Zhang		**3,141.00**
* 80119001	8/1/19	*****2626	9th Street Associates, LP	DD - ES	**3,004.00**
80119002	8/1/19	*****0229	Meerwais Abdiani	DD - ES	**899.00**
80119003	8/1/19	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES	**8,786.00**
80119004	8/1/19	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	**2,071.00**
80119005	8/1/19	*****6232	Rosario Aguilar	DD - ES	**783.00**
80119006	8/1/19	*****5759	Rosa Aguirre	DD - ES	**2,066.00**
80119007	8/1/19	*****9530	Demetrius Alexander	DD - ES	**1,761.00**
80119008	8/1/19	*****9681	Dale Alvarez	DD - ES	**1,675.00**
80119010	8/1/19	*****0104	Cecilia Anderson	DD - ES	**2,643.00**
80119011	8/1/19	*****5255	Linda S Anderson	DD - ES	**2,741.00**
80119012	8/1/19	*****9111	Shawn Anderson	DD - ES	**1,669.00**
80119013	8/1/19	*****5951	Stoneman Apartments	DD - ES	**27,466.00**
80119014	8/1/19	*****5951	Stoneman Apartments	DD - ES	**24,752.00**
80119015	8/1/19	*****5951	Stoneman Apartments	DD - ES	**15,468.00**
80119016	8/1/19	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	**1,735.00**
80119017	8/1/19	*****0707	Sergeant or Sima Austin	DD - ES	**1,754.00**
80119018	8/1/19	*****4941	Shruti Motilal Ba-Harani	DD - ES	**2,157.00**
80119019	8/1/19	*****2764	Mel L. Banagan	DD - ES	**1,719.00**
80119020	8/1/19	*****4138	Carlos G. Barraza	DD - ES	**808.00**
80119021	8/1/19	*****3909	Ken Bartlett	DD - ES	**1,939.00**
80119022	8/1/19	*****5979	John Bedford	DD - ES	**1,083.00**
80119023	8/1/19	*****9093	Holly Beech	DD - ES	**4,402.00**
80119025	8/1/19	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	**1,662.00**
80119026	8/1/19	*****2521	Belmont Apartments	DD - ES	**26,493.00**
80119027	8/1/19	*****2521	Belmont Apartments	DD - ES	**30,855.00**

©2019, MRI Software LLC - All Rights Reserved.

80119028	8/1/19	*****2521	Belmont Apartments	DD - ES	**31,209.00**
80119029	8/1/19	*****2521	Belmont Apartments	DD - ES	**13,226.00**
80119030	8/1/19	*****5996	Alex Benjamen	DD - ES	**1,572.00**
80119031	8/1/19	*****6465	Tennyson Berry	DD - ES	**1,695.00**
80119032	8/1/19	*****8634	Bethel Global Development LLC	DD - ES	**1,742.00**
80119033	8/1/19	*****2209	Gina Bhatia	DD - ES	**2,891.00**
80119034	8/1/19	*****7075	Som N Bhatia	DD - ES	**3,624.00**
80119035	8/1/19	*****0602	Pinakin Bhatt	DD - ES	**2,386.00**
80119036	8/1/19	*****8470	Joseph B. Bachir	DD - ES	**1,626.00**
80119037	8/1/19	*****5924	Steven Booras	DD - ES	**2,265.00**
80119038	8/1/19	*****1438	2018-2 IH Borrower LP	DD - ES	**2,085.00**
80119039	8/1/19	*****3037	Kelly Ann Bradford	DD - ES	**1,451.00**
80119040	8/1/19	*****6215	Janet Brown	DD - ES	**1,389.00**
80119041	8/1/19	*****7469	Jessica G. Platt	DD - ES	**1,737.00**
80119042	8/1/19	*****9783	Lauren H Brown	DD - ES	**1,884.00**
80119043	8/1/19	*****9954	Blue Sapphire Homes, Inc.	DD - ES	**2,273.00**
80119044	8/1/19	*****2142	Huong T. Bui	DD - ES	**3,566.00**
80119045	8/1/19	*****3187	Burga Family California Trust	DD - ES	**1,946.00**
80119048	8/1/19	*****3026	Jerome Busby	DD - ES	**1,806.00**
80119049	8/1/19	*****7349	Xuelong Cao	DD - ES	**658.00**
80119051	8/1/19	*****4042	Donnell I. Carson	DD - ES	**1,875.00**
80119052	8/1/19	*****5079	Castle Creek Company, Inc.	DD - ES	**1,457.00**
			Trust Account		
80119053	8/1/19	*****6869	Cora Ann Chambers	DD - ES	**1,825.00**
80119054	8/1/19	*****6228	Gayle Chamberlain	DD - ES	**856.00**
80119055	8/1/19	*****0398	Kan Chuen Chan	DD - ES	**1,526.00**
80119056	8/1/19	*****5571	P. M. Chaobal	DD - ES	**2,499.00**
80119057	8/1/19	*****9661	Chao Chen	DD - ES	**1,702.00**
80119058	8/1/19	*****1853	Hong Chen	DD - ES	**4,625.00**
80119059	8/1/19	*****8946	Jienlin Chen	DD - ES	**2,293.00**
80119060	8/1/19	*****0128	Ping Chen	DD - ES	**2,209.00**
80119061	8/1/19	*****2680	Sherry Chen	DD - ES	**1,501.00**
80119062	8/1/19	*****4714	Wenhua Chen	DD - ES	**2,413.00**
80119063	8/1/19	*****5473	Hwa-Yoong Chiu	DD - ES	**2,400.00**
80119064	8/1/19	*****3211	Ada Choi	DD - ES	**2,176.00**
80119065	8/1/19	*****2454	Chun Ok Choi	DD - ES	**6,076.00**
80119066	8/1/19	*****0310	City of Pittsburg Housing Authority	DD - ES	**5,277.00**
80119067	8/1/19	*****3591	Juan F. Clara	DD - ES	**1,088.00**
80119068	8/1/19	*****7054	Ping Cao	DD - ES	**1,394.00**
80119069	8/1/19	*****1362	College Park Housing Authority	DD - ES	**851.28**

©2019, MRI Software LLC - All Rights Reserved.

80119070	8/1/19	*****9873	Angel Contreras	DD - ES	**2,860.00**
80119071	8/1/19	*****8060	Betty Conner	DD - ES	**1,136.00**
80119072	8/1/19	*****1814	Tonette Sharice Cooper	DD - ES	**2,689.00**
80119073	8/1/19	*****0855	Adolph Rudolph Cortesi III	DD - ES	**786.00**
80119074	8/1/19	*****5708	David Elmer Cortesi	DD - ES	**1,055.00**
80119075	8/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	**-5,677.70**
80119076	8/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	**3,976.70**
80119081	8/1/19	*****7194	Maria G. Costa	DD - ES	**845.00**
80119082	8/1/19	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	**2,007.00**
80119083	8/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**21,954.00**
80119084	8/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**23,931.00**
80119085	8/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**24,219.00**
80119086	8/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**4,554.00**
80119087	8/1/19	*****6569	Jeannette D. Crespo	DD - ES	**2,443.00**
80119088	8/1/19	*****7900	Patricia Crosby	DD - ES	**1,400.00**
80119089	8/1/19	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	**1,899.00**
80119090	8/1/19	*****6248	Justin Dailey	DD - ES	**1,529.00**
80119091	8/1/19	*****1622	Dam Quang To	DD - ES	**19.00**
80119092	8/1/19	*****8853	Antoinette Davis	DD - ES	**1,700.00**
80119093	8/1/19	*****2963	Audrey Davis	DD - ES	**953.00**
80119094	8/1/19	*****0396	Kesha E. Davis	DD - ES	**1,286.00**
80119095	8/1/19	*****8929	Kevin Davidson	DD - ES	**1,200.00**
80119096	8/1/19	*****4961	Paulette Davis	DD - ES	**1,651.00**
80119097	8/1/19	*****6115	Roshan M. Davis	DD - ES	**1,438.00**
80119098	8/1/19	*****9068	Jagdeep or Shashi Dayal	DD - ES	**4,143.00**
80119099	8/1/19	*****2031	Wayman Dea	DD - ES	**2,274.00**
80119100	8/1/19	*****8370	Charles Dellamore	DD - ES	**1,328.00**
80119101	8/1/19	*****5882	David De La Torre	DD - ES	**1,353.00**
80119103	8/1/19	*****1004	Brigitte P. Doan	DD - ES	**7,241.00**
80119104	8/1/19	*****3531	Anna Phuongnam Thi Do	DD - ES	**2,066.00**
80119105	8/1/19	*****9716	JoAnn or Larry Domina	DD - ES	**1,137.00**
80119106	8/1/19	*****6538	Linda Duong	DD - ES	**1,048.00**
80119107	8/1/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**4,357.00**
80119108	8/1/19	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	**1,318.00**
80119109	8/1/19	*****3757	Alma B Espiritu	DD - ES	**1,705.00**

©2019, MRI Software LLC - All Rights Reserved.

80119110	8/1/19	*****6095	Rosario Espejo	DD - ES	**1,825.00**
80119111	8/1/19	*****8122	Gerardo M. Esquivel	DD - ES	**1,348.00**
80119112	8/1/19	*****6027	Jianxin Fang Jia Liu	DD - ES	**4,411.00**
80119113	8/1/19	*****3835	Michael Mao C/O Jing Feng	DD - ES	**2,307.00**
80119114	8/1/19	*****8236	Anthony Ferrell	DD - ES	**1,749.00**
80119115	8/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	**19,929.00**
80119116	8/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	**18,138.00**
80119117	8/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	**19,166.00**
80119118	8/1/19	*****2790	Barbara J. Fierner	DD - ES	**1,675.00**
80119119	8/1/19	*****9447	Joseph Field	DD - ES	**1,140.00**
80119120	8/1/19	*****7691	Hernan Roberto Figueroa	DD - ES	**1,362.00**
80119122	8/1/19	*****0962	Tochia D. Brewster Fleeton	DD - ES	**1,437.00**
80119123	8/1/19	*****5773	Alexander Flowers	DD - ES	**1,342.00**
80119124	8/1/19	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	**1,737.55**
80119125	8/1/19	*****4032	Fox Creek Apartments	DD - ES	**24,646.00**
80119126	8/1/19	*****4032	Fox Creek Apartments	DD - ES	**9,895.00**
80119127	8/1/19	*****0284	Monica Fraga	DD - ES	**846.00**
80119128	8/1/19	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	**1,722.00**
80119129	8/1/19	*****6265	Mr. Darren Fuller	DD - ES	**1,384.00**
80119130	8/1/19	*****8997	Fan Fuller	DD - ES	**450.00**
80119131	8/1/19	*****9634	Gialene Gaines	DD - ES	**1,750.00**
80119132	8/1/19	*****8306	Bao Wen Gao	DD - ES	**2,681.00**
80119133	8/1/19	*****6981	Adraine Gardner	DD - ES	**2,140.00**
80119134	8/1/19	*****4278	Antoinette L Garcia	DD - ES	**1,345.00**
80119135	8/1/19	*****7036	David Gardner	DD - ES	**2,081.00**
80119136	8/1/19	*****0785	Rupesh Garg Samantha Garg	DD - ES	**2,091.00**
80119137	8/1/19	*****2931	William H. Gardiner	DD - ES	**2,051.00**
80119138	8/1/19	*****5111	Gateway Apartments	DD - ES	**4,277.00**
80119139	8/1/19	*****5298	Parvindokht Ghaboulidashti	DD - ES	**1,103.00**
80119140	8/1/19	*****2770	Eva Gholson	DD - ES	**2,900.00**
80119141	8/1/19	*****1145	Vernon or Eva Gholson	DD - ES	**2,627.00**
80119142	8/1/19	*****5958	Jacqueline Gill	DD - ES	**1,695.00**
80119143	8/1/19	*****8187	Sukpran Gill	DD - ES	**1,493.00**
80119144	8/1/19	*****6084	Gold A and S LLC	DD - ES	**2,507.00**
80119145	8/1/19	*****3032	Jesse Gonzaga	DD - ES	**2,184.00**
80119146	8/1/19	*****2367	Ting Gong	DD - ES	**2,251.00**
80119147	8/1/19	*****6940	Frances Greene	DD - ES	**2,800.00**
80119148	8/1/19	*****4872	Rodney Green	DD - ES	**1,176.00**
80119149	8/1/19	*****3361	Rupinder Grewal	DD - ES	**1,448.00**

©2019, MRI Software LLC - All Rights Reserved.

80119150	8/1/19	*****7325	Patricia Gridley	DD - ES	**1,025.00**
80119151	8/1/19	*****6305	Italo Grossi	DD - ES	**1,570.00**
80119152	8/1/19	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	**930.00**
80119153	8/1/19	*****0940	Krystle Guan	DD - ES	**4,372.00**
80119154	8/1/19	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	**1,307.00**
80119155	8/1/19	*****5267	Abhilash Gupta	DD - ES	**3,122.00**
80119156	8/1/19	*****7930	Donald R. Watson, Sr.	DD - ES	**633.00**
80119157	8/1/19	*****2314	Nicole Hackett	DD - ES	**2,211.00**
80119158	8/1/19	*****6176	Asharfun Nisha Hafiz	DD - ES	**1,720.00**
80119159	8/1/19	*****0457	Jeffrey Paul Hagler	DD - ES	**3,612.00**
80119160	8/1/19	*****9827	Delores Jane Hall	DD - ES	**1,532.00**
80119161	8/1/19	*****4299	Clarence Jerome Hardison	DD - ES	**1,658.00**
80119162	8/1/19	*****6228	David L Hart	DD - ES	**1,779.00**
80119163	8/1/19	*****1769	Lawrence Harrold	DD - ES	**7,286.00**
80119164	8/1/19	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	**4,052.00**
80119165	8/1/19	*****5859	Chuanhu He	DD - ES	**1,810.00**
80119166	8/1/19	*****6728	David T. Hennigan	DD - ES	**14,599.00**
80119167	8/1/19	*****3097	Silvester C. Henderson	DD - ES	**3,943.00**
80119168	8/1/19	*****5221	Anna Hernandez	DD - ES	**1,512.00**
80119169	8/1/19	*****2157	Elias Herrera	DD - ES	**1,792.00**
80119170	8/1/19	*****3423	Sally Lea Hickman	DD - ES	**1,493.00**
80119171	8/1/19	*****1603	Marva Hill	DD - ES	**632.00**
80119172	8/1/19	*****6255	Carl E. Hoard II	DD - ES	**515.00**
80119173	8/1/19	*****7386	Hanh Huu Hoang	DD - ES	**2,789.00**
80119174	8/1/19	*****5654	Havy S Hoag	DD - ES	**2,585.00**
80119175	8/1/19	*****4106	Albert Ho	DD - ES	**1,784.00**
80119176	8/1/19	*****2084	Annie Ho The Annie Ho Living Trust	DD - ES	**1,161.00**
80119177	8/1/19	*****8576	Joyce Ann Hoffman	DD - ES	**1,452.00**
80119178	8/1/19	*****7451	Gloria H. Holbrook	DD - ES	**1,521.00**
80119179	8/1/19	*****4543	Ronald G. Holmes	DD - ES	**950.00**
80119180	8/1/19	*****2768	Invitation Homes	DD - ES	**2,344.00**
80119181	8/1/19	*****5700	Tony Ho	DD - ES	**1,261.00**
80119182	8/1/19	*****9956	Cheng Huang	DD - ES	**2,899.00**
80119183	8/1/19	*****1535	Fanny Kao Huang	DD - ES	**2,223.00**
80119184	8/1/19	*****8816	Ming Zin Huang	DD - ES	**2,755.00**
80119185	8/1/19	*****7984	Tao Huang	DD - ES	**6,051.00**
80119186	8/1/19	*****9084	Nancy Xiu Zhen Hu	DD - ES	**2,327.00**
80119187	8/1/19	*****6229	Thinh Trieu Huynh	DD - ES	**2,000.00**
80119188	8/1/19	*****0778	IGreen House Inc.	DD - ES	**1,189.00**

©2019, MRI Software LLC - All Rights Reserved.

80119189	8/1/19	*****4320	IH2 Property West, L.P.	DD - ES	**1,420.00**
80119190	8/1/19	*****7951	IH5 Property West LP	DD - ES	**2,904.00**
80119191	8/1/19	*****7013	Eugene G. Imperato	DD - ES	**1,468.00**
80119192	8/1/19	*****8323	Keyee Investment LLC	DD - ES	**808.00**
80119193	8/1/19	*****1017	LaShon D Irving	DD - ES	**1,951.00**
80119194	8/1/19	*****0911	Mario Isidro	DD - ES	**1,955.00**
80119195	8/1/19	*****6821	Michael or Kay Isola	DD - ES	**1,110.00**
80119196	8/1/19	*****4913	Jabbarr Love	DD - ES	**1,321.00**
80119197	8/1/19	*****2036	Brandi Jackson C/O Perry Realty Team	DD - ES	**2,120.00**
80119198	8/1/19	*****5120	Deepika Sameer Jain	DD - ES	**5,993.00**
80119199	8/1/19	*****4910	Sameer Jain	DD - ES	**4,384.00**
80119200	8/1/19	*****3307	Vishal S. Jain	DD - ES	**2,034.00**
80119201	8/1/19	*****1349	Jason Le	DD - ES	**2,441.00**
80119202	8/1/19	*****6917	Jian Xing Zhang	DD - ES	**1,493.00**
80119203	8/1/19	*****5506	Jason K. Johnson	DD - ES	**2,951.00**
80119204	8/1/19	*****8569	Ronita Johnson	DD - ES	**1,487.00**
80119205	8/1/19	*****8867	James Jones	DD - ES	**1,963.00**
80119206	8/1/19	*****2434	Sharon Jones	DD - ES	**1,756.00**
80119207	8/1/19	*****9670	Cheryl D Joseph	DD - ES	**2,131.00**
80119208	8/1/19	*****4905	Mostaeen B Jouya	DD - ES	**2,148.00**
80119209	8/1/19	*****3526	JPH Investment Trust	DD - ES	**2,493.00**
80119210	8/1/19	*****5647	Om Parkash Kalra	DD - ES	**3,183.00**
80119211	8/1/19	*****8425	Wei Kang	DD - ES	**4,097.00**
80119212	8/1/19	*****1731	Deepinder Kaur	DD - ES	**2,282.00**
80119213	8/1/19	*****7429	Navkirandeep Kaur	DD - ES	**2,436.00**
80119214	8/1/19	*****6180	K. E. M. Group LLC	DD - ES	**1,899.00**
80119215	8/1/19	*****9411	Anthony Keslinke	DD - ES	**1,502.00**
80119216	8/1/19	*****2578	Faraz Ali Khan	DD - ES	**1,627.00**
80119217	8/1/19	*****0839	Alan T. Kilpatrick	DD - ES	**441.00**
80119218	8/1/19	*****0888	KW Kirker Creek, LLC	DD - ES	**2,992.00**
80119219	8/1/19	*****7475	Qi Yun Kuang	DD - ES	**6,825.00**
80119220	8/1/19	*****8506	Simon Kailiang Kuang	DD - ES	**1,658.00**
80119221	8/1/19	*****9316	Zdzislaw Kujawa	DD - ES	**1,337.00**
80119222	8/1/19	*****2585	Daniel Kwan	DD - ES	**3,525.00**
80119223	8/1/19	*****6229	Simon Chuen-Sang Kwong	DD - ES	**980.00**
80119224	8/1/19	*****8326	Thomas LaFleur	DD - ES	**1,487.00**
80119225	8/1/19	*****6520	Shirley Manly-Lampkin	DD - ES	**1,032.00**
80119226	8/1/19	*****7975	Peter C. Larsen	DD - ES	**1,449.00**
80119227	8/1/19	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	**1,954.00**

©2019, MRI Software LLC - All Rights Reserved.

80119228	8/1/19	*****4732	Latif, LLC	DD - ES	**2,917.00**
80119229	8/1/19	*****0938	Ingrid Lau	DD - ES	**180.30**
80119230	8/1/19	*****8107	Marnita G. Lawson	DD - ES	**1,093.00**
80119231	8/1/19	*****2293	LCSTAR, LLC	DD - ES	**2,682.00**
80119232	8/1/19	*****0984	Dao Tran Le	DD - ES	**550.00**
80119233	8/1/19	*****8548	Jack Wai Lee	DD - ES	**2,046.00**
80119234	8/1/19	*****1755	Siu Wan Windytiti Lee	DD - ES	**1,506.00**
80119235	8/1/19	*****2527	Steven Lee	DD - ES	**1,131.00**
80119236	8/1/19	*****5289	Yuhjen Juang Lee	DD - ES	**1,790.00**
80119237	8/1/19	*****1860	Lena Le	DD - ES	**989.00**
80119238	8/1/19	*****3782	Joseph C. Lerma	DD - ES	**1,016.00**
80119239	8/1/19	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**1,986.00**
80119240	8/1/19	*****3410	John M. Leung	DD - ES	**7,604.00**
80119241	8/1/19	*****3743	May Leung or Rodney Chen	DD - ES	**3,476.00**
80119242	8/1/19	*****2110	Peter Leung	DD - ES	**2,551.00**
80119243	8/1/19	*****5185	Fortunee Lichaa	DD - ES	**935.00**
80119244	8/1/19	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**3,249.00**
80119245	8/1/19	*****0416	Faqiang Li	DD - ES	**681.00**
80119246	8/1/19	*****8871	Jie Li	DD - ES	**1,984.00**
80119247	8/1/19	*****7827	Jinhuan Li	DD - ES	**1,524.00**
80119248	8/1/19	*****9346	Joshua Li	DD - ES	**1,486.00**
80119249	8/1/19	*****5495	Jian S Lin	DD - ES	**1,669.00**
80119250	8/1/19	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	**1,154.00**
80119251	8/1/19	*****3881	Vivian Y Li	DD - ES	**989.00**
80119253	8/1/19	*****0050	Wei Min Li	DD - ES	**1,712.00**
80119254	8/1/19	*****9003	Ying Hong Li	DD - ES	**1,490.00**
80119255	8/1/19	*****0198	Belkis Zhong Li	DD - ES	**2,894.00**
80119256	8/1/19	*****1646	Paul Long	DD - ES	**1,952.00**
80119257	8/1/19	*****1474	Los Medanos Village Apartments	DD - ES	**18,594.00**
80119258	8/1/19	*****7531	Tony or Yvonne Louie	DD - ES	**1,393.00**
80119259	8/1/19	*****1790	Valerie Love	DD - ES	**544.00**
80119260	8/1/19	*****5602	Marshall & Sonya Lowe	DD - ES	**1,116.00**
80119261	8/1/19	*****3708	Anthony Charles Loyola	DD - ES	**1,074.00**
80119262	8/1/19	*****7720	Jose Loza	DD - ES	**693.00**
80119263	8/1/19	*****2354	Andrew Kin Lui	DD - ES	**2,710.00**
80119264	8/1/19	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	**1,871.00**
80119265	8/1/19	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	**2,448.00**
80119266	8/1/19	*****1821	Curtis H. Lundberg	DD - ES	**571.00**

©2019, MRI Software LLC - All Rights Reserved.

80119267	8/1/19	*****1596	Kenneth Luong	DD - ES	**1,581.00**
80119268	8/1/19	*****1494	Xiangwen Lu	DD - ES	**2,767.00**
80119269	8/1/19	*****2147	Chi Vien Ly	DD - ES	**1,607.00**
80119270	8/1/19	*****5430	Kiet A. Ly	DD - ES	**1,794.00**
80119271	8/1/19	*****4009	Yolanda McDonald	DD - ES	**854.00**
80119272	8/1/19	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	**1,640.00**
80119273	8/1/19	*****5865	Rakesh Madra	DD - ES	**4,822.00**
80119274	8/1/19	*****2191	Radha Mahesram	DD - ES	**1,939.00**
80119275	8/1/19	*****7358	Mahnoor Tariq	DD - ES	**2,670.00**
80119276	8/1/19	*****4372	Jennifer Leung Ma	DD - ES	**3,256.00**
80119277	8/1/19	*****1989	Jeff Mann	DD - ES	**5,901.00**
80119278	8/1/19	*****5378	Glenn Marshall	DD - ES	**2,500.00**
80119279	8/1/19	*****2875	Marla Y Harrison	DD - ES	**537.00**
80119280	8/1/19	*****9206	Demetria d Mason	DD - ES	**1,850.00**
80119281	8/1/19	*****6768	Matrixone Realty	DD - ES	**1,032.00**
80119282	8/1/19	*****5255	Helen McCarthy	DD - ES	**1,946.00**
80119283	8/1/19	*****3048	Rita J. McCrystle	DD - ES	**648.00**
80119284	8/1/19	*****7174	Samuel McCree	DD - ES	**1,239.00**
80119285	8/1/19	*****6494	Dorothy McDonald	DD - ES	**2,055.00**
80119287	8/1/19	*****1152	Janice K McLean	DD - ES	**1,700.00**
80119288	8/1/19	*****4675	Meadow Glen Apartments	DD - ES	**1,907.00**
80119289	8/1/19	*****9866	Tatung Mei	DD - ES	**3,564.00**
80119290	8/1/19	*****4316	Joel Mejia	DD - ES	**899.00**
80119291	8/1/19	*****5245	Jinyu Meng	DD - ES	**2,239.00**
80119292	8/1/19	*****4885	Sabine Menzel	DD - ES	**5,250.00**
80119293	8/1/19	*****0133	Mercedes P. Johnson	DD - ES	**614.00**
80119294	8/1/19	*****7793	Dennis Meyer Kinetic Real Estate/ Marelise Navaroo	DD - ES	**1,946.00**
80119295	8/1/19	*****8272	Hector Meza	DD - ES	**1,376.00**
80119296	8/1/19	*****9885	Andrew S Miloslavich	DD - ES	**1,681.00**
80119297	8/1/19	*****7437	Perchak Properties for Carol Miller	DD - ES	**1,946.00**
80119298	8/1/19	*****9782	Maryann Miller	DD - ES	**1,194.00**
80119299	8/1/19	*****2618	Carlos J Miranda	DD - ES	**764.00**
80119300	8/1/19	*****0772	Hassan Mirabedi	DD - ES	**7,612.00**
80119301	8/1/19	*****6741	Gwendolyn Mitchell	DD - ES	**5,436.00**
80119302	8/1/19	*****7083	Ronnie Eric Moffett Estate	DD - ES	**2,018.00**
80119303	8/1/19	*****6340	Moe Mojaddidi	DD - ES	**3,000.00**
80119304	8/1/19	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	**1,631.00**
80119305	8/1/19	*****4676	Erik L Morris	DD - ES	**2,131.00**
80119306	8/1/19	*****3624	Diane Morin	DD - ES	**1,790.00**

©2019, MRI Software LLC - All Rights Reserved.

80119307	8/1/19	*****3642	Eva Munn	DD - ES **952.00**
80119308	8/1/19	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES **1,618.00**
80119309	8/1/19	*****0105	Ehsan Nabkel	DD - ES **2,911.00**
80119310	8/1/19	*****9276	Fariba Naji	DD - ES **2,000.00**
80119311	8/1/19	*****6234	Shinder Paul Narabut	DD - ES **7,135.00**
80119312	8/1/19	*****0054	NC Associates, Inc.	DD - ES **15,116.00**
80119313	8/1/19	*****9180	Michael Nelson	DD - ES **2,600.00**
80119314	8/1/19	*****5257	Guy Nesbeth	DD - ES **2,994.00**
80119315	8/1/19	*****1072	Dominic Y Ng	DD - ES **3,300.00**
80119316	8/1/19	*****3604	Knowland Ging Ng	DD - ES **4,749.00**
80119317	8/1/19	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES **1,716.00**
80119318	8/1/19	*****0738	Hieu Nguyen	DD - ES **2,033.00**
80119319	8/1/19	*****7154	Huy Quang Nguyen	DD - ES **2,419.00**
80119320	8/1/19	*****8307	Mai Thi Thanh Nguyen	DD - ES **1,925.00**
80119321	8/1/19	*****4366	Quyen Nguyen	DD - ES **1,900.00**
80119322	8/1/19	*****8241	Tieu Nguyen	DD - ES **1,629.00**
80119323	8/1/19	*****2660	Nichole Nicholson	DD - ES **1,495.00**
80119324	8/1/19	*****7265	Ernest Nichols III	DD - ES **4,906.00**
80119325	8/1/19	*****6497	Peter Niloufari	DD - ES **5,105.00**
80119326	8/1/19	*****9886	Northstar Financial Group, LLC	DD - ES **1,675.00**
80119327	8/1/19	*****8129	Kevin Nord Nord Investment Real Estate	DD - ES **1,350.00**
80119328	8/1/19	*****0056	Richard A Norte	DD - ES **2,603.00**
80119329	8/1/19	*****2286	North State Financial, Inc.	DD - ES **1,501.00**
80119330	8/1/19	*****7171	New Way Management Services, Inc.	DD - ES **21,455.00**
80119331	8/1/19	*****1194	Jennifer Odei	DD - ES **1,448.00**
80119332	8/1/19	*****5572	Dwight J Owens	DD - ES **652.00**
80119333	8/1/19	*****4543	Esosa A. Omokaro	DD - ES **2,186.00**
80119334	8/1/19	*****0588	Orange County Housing Authority	DD - ES **2,304.27**
80119335	8/1/19	*****3741	Sandra L Ortiz	DD - ES **1,840.00**
80119336	8/1/19	*****1081	Chinenye Osuagwu	DD - ES **2,582.00**
80119337	8/1/19	*****9139	Olubukola Amoke Oyebade	DD - ES **2,450.00**
80119338	8/1/19	*****3324	Mutlu Ozer	DD - ES **1,807.00**
80119339	8/1/19	*****4083	Pacific Living, LLC	DD - ES **2,769.00**
80119340	8/1/19	*****7811	Hemangini & Vijendra Patel	DD - ES **2,106.00**
80119341	8/1/19	*****0885	Kokila Patel	DD - ES **1,023.00**
80119342	8/1/19	*****8684	Virendra M. Patel	DD - ES **1,105.00**
80119343	8/1/19	*****8047	Jason Pauline	DD - ES **1,351.00**
80119344	8/1/19	*****1939	Paula D. Williams	DD - ES **2,224.00**
80119345	8/1/19	*****3189	Loycell Peacock	DD - ES **1,284.00**

©2019, MRI Software LLC - All Rights Reserved.

80119346	8/1/19	*****5165	Scott Pease	DD - ES	**1,262.00**
80119347	8/1/19	*****3278	Maria Del Carmen Perez	DD - ES	**263.00**
80119348	8/1/19	*****6784	Lowde Y. Perkins	DD - ES	**919.00**
80119349	8/1/19	*****8225	Shiv Pertab	DD - ES	**2,805.00**
80119350	8/1/19	*****4893	Cong Thi Pham	DD - ES	**2,575.00**
80119351	8/1/19	*****0958	Pittsburg Park Apartments	DD - ES	**3,747.00**
80119352	8/1/19	*****1097	Marianne Head Bay Point Orphans Fund, LLC	DD - ES	**3,219.00**
80119353	8/1/19	*****7605	Portofino Apartments	DD - ES	**7,894.00**
80119354	8/1/19	*****8826	Prime Metropolis Properties, Inc.	DD - ES	**2,821.00**
80119355	8/1/19	*****2849	IH5 Property West, LP	DD - ES	**2,235.00**
80119356	8/1/19	*****3398	Marples Property Management	DD - ES	**3,321.00**
80119357	8/1/19	*****4650	A. Meadows Property Management	DD - ES	**1,209.00**
80119358	8/1/19	*****6551	Parks Properties	DD - ES	**1,765.00**
80119359	8/1/19	*****7789	Stokley Properties LLC Harbor	DD - ES	**1,289.00**
80119360	8/1/19	*****8055	Property Upsurge, Inc.	DD - ES	**11,254.00**
80119361	8/1/19	*****0782	Amjad Qaqish	DD - ES	**783.00**
80119362	8/1/19	*****9542	Sam or Sonia Quinones	DD - ES	**1,798.00**
80119363	8/1/19	*****4029	Amos Radford	DD - ES	**1,451.00**
80119364	8/1/19	*****1034	Kuljit P Raju	DD - ES	**1,302.00**
80119365	8/1/19	*****2261	Paramjit K. Raju	DD - ES	**3,030.00**
80119366	8/1/19	*****3452	Christopher Ramirez	DD - ES	**1,837.00**
80119367	8/1/19	*****8489	Enrique or Stacy Ramirez	DD - ES	**548.00**
80119368	8/1/19	*****2162	Erika Ramirez	DD - ES	**1,902.00**
80119370	8/1/19	*****2283	Rohini Ram	DD - ES	**2,146.00**
80119371	8/1/19	*****6068	David Raughton	DD - ES	**1,712.00**
80119372	8/1/19	*****8337	RayCaro Inc.	DD - ES	**3,026.00**
80119373	8/1/19	*****8227	Croskey Real Estate, Inc.	DD - ES	**1,855.00**
80119374	8/1/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**4,728.00**
80119375	8/1/19	*****7083	Reliant - Woods Grove, LP	DD - ES	**10,405.00**
80119376	8/1/19	*****7349	Eric Franklin Remson	DD - ES	**1,090.00**
80119377	8/1/19	*****9321	Roger Riley	DD - ES	**1,901.00**
80119378	8/1/19	*****4809	Robert W. Daniels	DD - ES	**2,416.00**
80119379	8/1/19	*****0694	Jason Ruffin	DD - ES	**2,862.00**
80119380	8/1/19	*****4579	Elvira Ruiz	DD - ES	**1,578.00**
80119381	8/1/19	*****5248	Constance Russell	DD - ES	**1,087.00**
80119382	8/1/19	*****3871	Maridel P Santos	DD - ES	**1,597.00**
80119383	8/1/19	*****3011	Alicia Saucedo	DD - ES	**1,218.00**
80119384	8/1/19	*****7615	Gregory Paul Schulz	DD - ES	**1,091.00**
80119385	8/1/19	*****9954	Richard M. Sciortino	DD - ES	**1,473.00**
80119386	8/1/19	*****7031	Jacqueline Selinger	DD - ES	**1,534.00**

©2019, MRI Software LLC - All Rights Reserved.

80119387	8/1/19	*****5346	Young Sook Seroy	DD - ES	**1,724.00**
80119388	8/1/19	*****1446	Mohinder Sharma	DD - ES	**999.00**
80119389	8/1/19	*****7239	Shailesh & Bela Patel	DD - ES	**3,498.00**
80119390	8/1/19	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	**2,795.00**
80119391	8/1/19	*****5981	Yihui Shi	DD - ES	**1,721.00**
80119392	8/1/19	*****7789	Siena Court Apartments	DD - ES	**9,572.00**
80119393	8/1/19	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**4,313.00**
80119394	8/1/19	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**11,243.00**
80119395	8/1/19	*****6650	Frank M. Siino	DD - ES	**1,752.00**
80119396	8/1/19	*****8035	Joseph Michael Siino	DD - ES	**1,525.00**
80119397	8/1/19	*****5399	Gloria Silva	DD - ES	**834.00**
80119398	8/1/19	*****8407	Marc J. Simpson	DD - ES	**973.00**
80119399	8/1/19	*****3639	Raman Singh	DD - ES	**2,121.00**
80119400	8/1/19	*****6058	Son Singh	DD - ES	**1,525.00**
80119401	8/1/19	*****0700	Crystal Situ	DD - ES	**1,505.00**
80119402	8/1/19	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	**1,975.00**
80119403	8/1/19	*****4970	Molly Smith	DD - ES	**1,870.00**
80119404	8/1/19	*****9092	Sherritta M Smith	DD - ES	**1,004.00**
80119405	8/1/19	*****2032	Cinthia Sosa	DD - ES	**1,649.00**
80119406	8/1/19	*****6977	Angela E. Robinson-Spencer	DD - ES	**2,000.00**
80119408	8/1/19	*****5343	Deborah Steppe	DD - ES	**1,390.00**
80119409	8/1/19	*****1601	George W. Stephens	DD - ES	**1,661.00**
80119410	8/1/19	*****5308	R R Rentals	DD - ES	**1,700.00**
80119412	8/1/19	*****1808	Jezzy Sukaemi	DD - ES	**2,518.00**
80119413	8/1/19	*****7479	Ms. Li Su	DD - ES	**2,571.00**
80119414	8/1/19	*****8534	Suma Aryaei	DD - ES	**2,702.00**
80119415	8/1/19	*****1235	Summit Venture Group, LLC	DD - ES	**2,418.00**
80119416	8/1/19	*****6168	Kamaljeet Surila	DD - ES	**1,570.00**
80119417	8/1/19	*****0399	Joyce Hui Sy	DD - ES	**5,955.00**
80119418	8/1/19	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	**1,367.00**
80119419	8/1/19	*****6765	TAH 2018-1 Borrower, LLC	DD - ES	**2,000.00**
80119420	8/1/19	*****3190	Sha Sha Teng	DD - ES	**2,456.00**
80119421	8/1/19	*****6283	Yun Teng Weijie Zhang	DD - ES	**3,368.00**
80119422	8/1/19	*****9166	Ms. Natasha Terry	DD - ES	**2,282.00**
80119423	8/1/19	*****2164	Quyen Minh Thai	DD - ES	**1,800.00**
80119424	8/1/19	*****9314	Silvia Thein and Ada Choi	DD - ES	**788.00**

©2019, MRI Software LLC - All Rights Reserved.

80119425	8/1/19	*****7191	Tequila Nashannon Thornton	DD - ES	**1,161.00**
80119426	8/1/19	*****4049	ChingJen Tong	DD - ES	**1,903.00**
80119427	8/1/19	*****1714	Yoway Wilson Tong	DD - ES	**1,671.00**
80119428	8/1/19	*****1405	Lourdes or Raymond Tovar	DD - ES	**1,787.00**
80119429	8/1/19	*****2094	Raphael Minhtuyen Tran	DD - ES	**2,825.00**
80119430	8/1/19	*****1327	Thuy Tran	DD - ES	**1,245.00**
80119431	8/1/19	*****6165	Thanh Van Trinh	DD - ES	**1,506.00**
80119432	8/1/19	*****1650	Ms. Wendie Hue Trinh	DD - ES	**2,493.00**
80119433	8/1/19	*****3572	Nhan Chi Truong	DD - ES	**978.00**
80119434	8/1/19	*****5313	Sean Thuyet Truong	DD - ES	**1,290.00**
80119435	8/1/19	*****9321	Van Truong	DD - ES	**1,658.00**
80119436	8/1/19	*****8392	Xavier Van Truong	DD - ES	**5,928.00**
80119437	8/1/19	*****5553	David Tseng	DD - ES	**3,207.00**
80119438	8/1/19	*****2907	Frank Lokeni Uu Martha Jauregui Morales	DD - ES	**1,887.00**
80119439	8/1/19	*****4582	Lidia Valladares	DD - ES	**2,165.00**
80119440	8/1/19	*****0250	Victor D Valenzuela	DD - ES	**1,585.00**
80119441	8/1/19	*****3371	Gary D. Vasconcellos	DD - ES	**1,056.00**
80119442	8/1/19	*****8457	Sareena Lata Velu	DD - ES	**2,223.00**
80119443	8/1/19	*****9682	Nuno G Vieira	DD - ES	**3,684.00**
80119444	8/1/19	*****2720	Stephen Cordell Wafer	DD - ES	**1,071.00**
80119445	8/1/19	*****2768	Huan Rong Wang	DD - ES	**1,366.00**
80119446	8/1/19	*****6924	Lining Wan	DD - ES	**1,863.00**
80119447	8/1/19	*****6945	Wei Wang	DD - ES	**1,980.00**
80119448	8/1/19	*****1634	Yu Ruo Wang	DD - ES	**2,165.00**
80119449	8/1/19	*****7593	Ms. Brigitte Warren C/O Perry Realty Team	DD - ES	**2,450.00**
80119450	8/1/19	*****5502	Mildred Lucille Washington	DD - ES	**1,996.00**
80119452	8/1/19	*****4384	Wenying Chang	DD - ES	**2,162.00**
80119453	8/1/19	*****5295	Holly Wen	DD - ES	**1,205.00**
80119454	8/1/19	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**4,895.00**
80119456	8/1/19	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	**1,758.00**
80119457	8/1/19	*****5057	Kathleen and John Wilson	DD - ES	**1,275.00**
80119458	8/1/19	*****8702	Kathy D. Williams	DD - ES	**2,796.00**
80119459	8/1/19	*****5480	Tasia La Vonda Williams	DD - ES	**2,378.00**
80119460	8/1/19	*****5026	Windeler Development Group, Inc.	DD - ES	**1,245.00**
80119461	8/1/19	*****1862	Danny Ching-Yam Wong	DD - ES	**1,979.00**
80119462	8/1/19	*****1157	Har Pan Wong	DD - ES	**4,171.00**
80119463	8/1/19	*****6356	Joanne Wong	DD - ES	**1,825.00**

©2019, MRI Software LLC - All Rights Reserved.

80119464	8/1/19	*****1060	Kinney Ming Wong	DD - ES	**1,300.00**
80119465	8/1/19	*****5451	Mei-Yuk Yu Wong Vincent Wong	DD - ES	**2,600.00**
80119466	8/1/19	*****7094	Bridge-Regional Partners Inc	DD - ES	**-1,556.00**
80119467	8/1/19	*****1853	WR Properties, Inc.	DD - ES	**4,571.00**
80119468	8/1/19	*****3962	Hong Wu	DD - ES	**3,580.00**
80119469	8/1/19	*****3698	Zhang Jin Wu	DD - ES	**3,240.00**
80119471	8/1/19	*****2651	Sheree Wynn	DD - ES	**2,094.00**
80119472	8/1/19	*****5388	Jian Ai Xuan	DD - ES	**1,940.00**
80119473	8/1/19	*****3880	Ping Ping Xu Keming Wang	DD - ES	**3,585.00**
80119474	8/1/19	*****4383	Yifan Ye Mike Perry, Property Manager	DD - ES	**2,561.00**
80119475	8/1/19	*****2366	Karl Yick C/O Teresita D. Pereira	DD - ES	**1,864.00**
80119476	8/1/19	*****6779	Sally Yip	DD - ES	**1,577.00**
80119477	8/1/19	*****6210	Yong Qiang Lu	DD - ES	**1,777.00**
80119478	8/1/19	*****6178	Chris Kui You	DD - ES	**2,394.00**
80119479	8/1/19	*****7622	Yee Yue Cheung	DD - ES	**1,256.00**
80119480	8/1/19	*****7029	Ming Yu	DD - ES	**1,772.00**
80119481	8/1/19	*****8664	Mohammad Zalmaiyar	DD - ES	**2,154.00**
80119482	8/1/19	*****7638	Jielu Zhao	DD - ES	**1,156.00**
80119483	8/1/19	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	**1,731.00**
80119484	8/1/19	*****3259	Xirong Zhao	DD - ES	**1,804.00**
80119485	8/1/19	*****4367	Xiang Yang Zheng	DD - ES	**2,400.00**
80119486	8/1/19	*****3830	Joy Yi Zhou	DD - ES	**2,456.00**
80119487	8/1/19	*****7805	Shengguo Zhu	DD - ES	**4,456.00**
80119488	8/1/19	*****6132	Ying Zhu	DD - ES	**4,996.00**
80119489	8/1/19	*****4651	Weijie Zhang	DD - ES	**1,247.00**

Housing Choice Voucher

HAP	1,442,635.89
UR	9,859.41
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	1,009.57
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$1,453,504.87**

©2019, MRI Software LLC - All Rights Reserved.

Check Summary

August 1, 2019

Check Number	Check Date	Payee Tax ID	Payee		Amount
VASH					
149317	8/1/19	*****6041	Anthony L Johnson		**20.00**
149320	8/1/19	*****0064	Ayaanna R Ireland		**85.00**
149322	8/1/19	*****5756	Christopher Smith		**107.00**
149329	8/1/19	*****8461	Irvin Brown		**18.00**
149341	8/1/19	*****5735	Michael Wimmer		**170.00**
149352	8/1/19	*****7726	Quamie Golliday		**83.00**
149357	8/1/19	*****2665	Stacy Smith		**13.00**
149359	8/1/19	*****2982	Timothy P Harrington		**1.00**
149361	8/1/19	*****7845	Troy Mills		**31.00**
149364	8/1/19	*****3447	David S Loesch		**88.00**
149430	8/1/19	*****9325	JOW & AAW, LLC		**2,710.00**
149432	8/1/19	*****9810	Housing Authority of the County of Alameda		**1,604.42**
80119009	8/1/19	*****4636	Felipe Amarante	DD - ES	**1,479.00**
80119021	8/1/19	*****3909	Ken Bartlett	DD - ES	**916.00**
80119024	8/1/19	*****7492	Adrienne Kelly Belton	DD - ES	**1,060.00**
80119046	8/1/19	*****8860	Joe Burns	DD - ES	**1,200.00**
80119047	8/1/19	*****8764	William Joseph Burgoyne	DD - ES	**746.00**
80119050	8/1/19	*****2513	Clara Beatriz Cardenas	DD - ES	**1,550.00**
80119075	8/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	**10,915.92**
80119076	8/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	**8,605.68**
80119077	8/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	**10,382.29**
80119078	8/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	**10,444.40**
80119079	8/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	**11,694.86**
80119080	8/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	**6,024.95**
80119083	8/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**5,676.00**
80119084	8/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**4,326.00**
80119085	8/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**5,737.00**
80119086	8/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**2,709.00**
80119102	8/1/19	*****9507	Olga M. Disney	DD - ES	**1,169.00**
80119107	8/1/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**603.00**
80119115	8/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	**890.00**

©2019, MRI Software LLC - All Rights Reserved.

80119116	8/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	**3,208.00**
80119117	8/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	**1,932.00**
80119121	8/1/19	*****8096	Robert Fitzstephens Rob Fitzstephens	DD - ES	**1,602.00**
80119126	8/1/19	*****4032	Fox Creek Apartments	DD - ES	**545.00**
80119138	8/1/19	*****5111	Gateway Apartments	DD - ES	**3,687.00**
80119155	8/1/19	*****5267	Abhilash Gupta	DD - ES	**1,730.00**
80119166	8/1/19	*****6728	David T. Hennigan	DD - ES	**2,120.00**
80119252	8/1/19	*****1547	Paul Livson	DD - ES	**3,126.00**
80119286	8/1/19	*****6342	James & Diana Gail McDonald c/o Yolanda McDonald	DD - ES	**1,500.00**
80119326	8/1/19	*****9886	Northstar Financial Group, LLC	DD - ES	**2,866.00**
80119357	8/1/19	*****4650	A. Meadows Property Management	DD - ES	**446.00**
80119369	8/1/19	*****7228	Ramsey Horton	DD - ES	**1,265.00**
80119373	8/1/19	*****8227	Croskey Real Estate, Inc.	DD - ES	**1,780.00**
80119374	8/1/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**5,145.00**
80119375	8/1/19	*****7083	Reliant - Woods Grove, LP	DD - ES	**2,646.00**
80119392	8/1/19	*****7789	Siena Court Apartments	DD - ES	**818.00**
80119407	8/1/19	*****3465	Ramzi D Srouji	DD - ES	**1,661.00**
80119411	8/1/19	*****0437	Suisun City Housing Authority	DD - ES	**867.42**
80119429	8/1/19	*****2094	Raphael Minhtuyen Tran	DD - ES	**1,776.00**
80119451	8/1/19	*****4563	Isidoro Weitzman	DD - ES	**2,045.00**
80119454	8/1/19	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**1,663.00**
80119455	8/1/19	*****9380	Tracy J. Whitehead	DD - ES	**2,249.00**
80119466	8/1/19	*****7094	Bridge-Regional Partners Inc	DD - ES	**1,556.00**
80119467	8/1/19	*****1853	WR Properties, Inc.	DD - ES	**1,700.00**
80119470	8/1/19	*****2556	Drewcillia Wyatt	DD - ES	**1,239.00**

VASH	HAP	135,841.28
	UR	616.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	3,774.66
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$140,231.94**

©2019, MRI Software LLC - All Rights Reserved.

Grand Total

HAP	1,578,477.17
UR	10,475.41
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	4,784.23
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$1,593,736.81**

HAP (Regular)	$ 1,200,025.89
HAP (VASH)	135,841.28
HAP (Port-In)	222,293.00
HAP (Port-Out)	20,317.00
Utility Reimbursement	10,475.41
Admin Fee	4,784.23
Total	$ 1,593,736.81

pwo 7/26/19 jm 7/29/19

DD - 1,524,815.92+
Cks — 68,920.89+
1,593,736.81=

Housing Choice Voucher		
	HAP	34,676.80
	UR	749.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	219.13
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$35,644.93**

Check Summary

August 15, 2019

Check Number	Check Date	Payee Tax ID	Payee		Amount
VASH					
81519006	8/15/19	*****3881	FFAH Marina Heights LLC	DD - ES	**-42.00**
81519016	8/15/19	*****7083	Reliant - Woods Grove, LP	DD - ES	**1,657.00**

VASH				
			HAP	1,615.00
			UR	0.00
HAP (Regular)	$	22,131.80	Damage Claim	0.00
HAP (VASH)		1,615.00	Vacancy Claim	0.00
HAP (Port-In)		7,366.00	Administrative Fee	0.00
HAP (Port-Out)		5,179.00	FSS Escrow Account	0.00
Utility Reimbursement		749.00	Shelter Plus Security Deposit	0.00
Admin Fee		219.13	Other	0.00
Total	$	37,259.93	**All Payments**	**$1,615.00**

Grand Total		
	HAP	36,291.80
	UR	749.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	219.13
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$37,259.93**

8/13/19

PWO 8/12/19

CKS – 6,750.16+
DD – 30,509.77+
37,259.93*+

©2019, MRI Software LLC - All Rights Reserved.

Check Summary

August 15, 2019

	Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher						
*	149451	8/15/19	*****6104	Monae J Coleman		**98.00**
	149452	8/15/19	*****2890	Raquel E Miller		**41.00**
	149453	8/15/19	*****1955	Marilyn M Walker		**140.00**
	149454	8/15/19	*****3113	Mannah S Parrott		**233.00**
	149455	8/15/19	*****3803	Katina M Easiley		**74.00**
	149456	8/15/19	*****4721	Ebony N Manning		**99.00**
	149457	8/15/19	*****1951	Vinisha D Thornton		**64.00**
	149458	8/15/19	*****2979	Mr. Donald Rhodes C/O Paul Shatswell Estate		**2,986.00**
	149459	8/15/19	*****0978	King County Housing Authority		**750.16**
	149460	8/15/19	*****7087	Huy Nguyen Le		**2,265.00**
*	81519001	8/15/19	*****5951	Stoneman Apartments	DD - ES	**1,505.00**
	81519002	8/15/19	*****3909	Ken Bartlett	DD - ES	**636.00**
	81519003	8/15/19	*****2521	Belmont Apartments	DD - ES	**2,233.00**
	81519004	8/15/19	*****5079	Castle Creek Company, Inc. Trust Account	DD - ES	**107.00**
	81519005	8/15/19	*****0746	Contra Costa County Housing Authority	DD - ES	**4,647.97**
	81519006	8/15/19	*****3881	FFAH Marina Heights LLC	DD - ES	**1,348.00**
	81519007	8/15/19	*****6728	David T. Hennigan	DD - ES	**1,450.00**
	81519008	8/15/19	*****4106	Albert Ho	DD - ES	**1,784.00**
	81519009	8/15/19	*****7984	Tao Huang	DD - ES	**418.00**
	81519010	8/15/19	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**5,007.00**
	81519011	8/15/19	*****0054	NC Associates, Inc.	DD - ES	**3,256.00**
	81519012	8/15/19	*****7171	New Way Management Services, Inc.	DD - ES	**1,806.00**
	81519013	8/15/19	*****0958	Pittsburg Park Apartments	DD - ES	**12.00**
	81519014	8/15/19	*****8826	Prime Metropolis Properties, Inc.	DD - ES	**1,045.80**
	81519015	8/15/19	*****7789	Stokley Properties LLC Harbor	DD - ES	**979.00**
	81519016	8/15/19	*****7083	Reliant - Woods Grove, LP	DD - ES	**1,112.00**
	81519017	8/15/19	*****2032	Cinthia Sosa	DD - ES	**1,548.00**

©2019, MRI Software LLC - All Rights Reserved.

Payment History List

August 9, 2019

Check Date	Check #	Payee Account #	Payee	Tenant	Agcy	Prgm	Type	VMS Date	Amount	Voided	Cleared
01/01/2019	148462	***-**-1955	Marilyn M	Walker, Marilyn	1	3	UR	01/01/2019	$35.00	☐	☐
02/01/2019	148584	***-**-1955	Marilyn M	Walker, Marilyn	1	3	UR	02/01/2019	$35.00	☐	☐
01/01/2019	148462	***-**-1955	Marilyn M	Walker, Marilyn	1	3	UR	01/01/2019	-$35.00	☐	☐
02/01/2019	148584	***-**-1955	Marilyn M	Walker, Marilyn	1	3	UR	02/01/2019	-$35.00	☐	☐

$0.00

Voided - lost cks
reissue @ 8/15/19 ck Run

Payment History List

August 12, 2019

Check Date	Check #	Payee Account #	Payee	Tenant	Agcy	Prgm	Type	VMS Date	Amount	Voided	Cleared
07/01/2019	149246	***-**-3113	Mannah S	Parrott,	1	3	UR	07/01/2019	$233.00	☐	☐
07/01/2019	149246	***-**-3113	Mannah S	Parrott,	1	3	UR	07/01/2019	-$233.00	☐	☐

$0.00

Lost UR Ck - reissued @ 8/15/19 Ck run

Payment History List

August 9, 2019

Check Date	Check #	Payee Account #	Payee	Tenant	Agcy	Prgm	Type	VMS Date	Amount	Voided	Cleared
08/01/2019	149440	***-**-7087	Huy Nguyen Le	Coleman,	1	3	HAP	07/21/2019	$958.00	☐	☐
08/01/2019	149440	***-**-7087	Huy Nguyen Le	Coleman,	1	3	HAP	08/01/2019	$2700.00	☐	☐
08/09/2019	149440	***-**-7087	Huy Nguyen Le	Coleman,	1	3	HAP	08/01/2019	-$2700.00	☐	☐
08/09/2019	149440	***-**-7087	Huy Nguyen Le	Coleman,	1	3	HAP	07/21/2019	-$958.00	☐	☐

$0.00

Returned - tenant never took possession

new lease eff. 8/6/19

0.*

958.00+
2,700.00+
3,658.00*+

Payment History List

August 12, 2019

Check Date	Check #	Payee Account #	Payee	Tenant	Agcy	Prgm	Type	VMS Date	Amount	Voided	Cleared
08/01/2019	80119175	***-**-4106	Albert Ho	Khairzad, Wali	1	3	HAP	08/01/2019	$1784.00	☐	☐
08/12/2019	80119175	***-**-4106	Albert Ho	Khairzad, Wali	1	3	HAP	08/01/2019	-$1784.00	☐	☐

$0.00

ACH Returned - account was Compromised, reissued @ 8/15/19 Ck Run

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

TO: Chair and Agency Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving a Loan Agreement of Up to $780,000 Between the Housing Authority of the City of Pittsburg and Veterans Square, L.P. and Authorizing the Executive Director to Execute the Loan Agreement, a Promissory Note, Deed of Trust, and Regulatory Agreement

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The Housing Authority of the City of Pittsburg (Housing Authority) and Veterans Square, L.P. (Developer), a California limited partnership, formed by Satellite Affordable Housing Associates, propose to enter into a loan agreement for up to $780,000 (Loan) for the construction of 30 units, of which 29 are affordable to those with special needs and veterans (Project). The Housing Authority and Developer also propose to execute a promissory note, deed of trust, and regulatory agreement in connection with the Loan.

FISCAL IMPACT

The Loan is up to $780,000. The Housing Authority recommends using up to $400,000 from Housing Successor Agency funds and up to $380,000 of the City's inclusionary housing in-lieu fund.

The issuance of the Loan is contingent upon the execution of a promissory note, deed of trust, and regulatory agreement between the Housing Authority and the Developer.

RECOMMENDATION

The Governing Board of the Housing Authority adopt the Resolution approving the loan agreement and authorizing the Executive Director to execute a promissory note, deed of trust, and regulatory agreement.

BACKGROUND

On April 23, 2015, the Oversight Board to the Successor Agency for the Redevelopment Agency of the City of Pittsburg adopted Resolution 15-031 OSB, approving the sale of 901

Los Medanos Street (Property) to Domus Development LLC (Domus). The California State Department of Finance approved Resolution 15-031 OSB in a letter dated May 1, 2015.

The Former Developer planned to construct 30 residential units, consisting of 28 one-bedroom units and two two-bedroom units, of which 29 units were affordable to those with special needs and veterans, with the remaining unit reserved for the manager.

On June 15, 2015, the Governing Board of the Housing Authority adopted Resolution 15-288, approving a loan of up to $947,000 to the Former Developer using $400,000 of Housing Successor Agency funds. On the same date, the City Council adopted Resolution 15-13055, approving an agreement to fund the Loan of $380,000 using the City's inclusionary housing in-lieu fund, and the Pittsburg Arts and Community Foundation (PACF) Board of Directors adopted Resolution 15-062, approving a funding agreement between PACF and the Housing Authority to fund the Loan of $167,000 using PACF funds.

Due to various factors such as rising construction costs, as well asthe extremely competitive process and limited grant funding, the Former Developer was not able to commence construction.

Domus sold the Property and the Project to the Developer. The Developer has agreed to restrict 13 of the one-bedroom units and one of the two-bedroom units, for a total of 14 units, to very low-income veteran households. The Developer also intends to make available certain services, provided on-site by a qualified service provider experienced in serving the tenant population.

The Developer was informed by PACF that due to circumstances beyond its control, it is no longer able to provide $167,000; thereby reducing the Loan amount to $780,000.

The Housing Authority issued a request for proposals inviting owners and developers of affordable rental property within Pittsburg to submit proposals for participation in the Project Based Voucher Program (PBV). The PBV award consists of 19 Veterans Affairs Supportive Housing (VASH) vouchers, as well as 10 vouchers reserved for those requiring special needs housing, such as those who are chronically homeless or are physically and/or mentally disabled.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Project's target population are very-low income or lower households, defined as those earning 50% or less of the Area Median Income (AMI) as defined by the United States Department of Housing and Urban Development. California Constitution Article XXXIV prohibits the restriction of more than 49% of the units constructed as low rent housing without voter approval, with certain exceptions. The City and Developer will enter into a regulatory agreement to restrict 14 units (approximately 47%).

Common area facilities in the Project include a community room, on-site management office, and resident storage facilities. The Developer intends to make available certain services, which will be provided on-site by a qualified service provider experienced in serving the tenant population. These services will include health and wellness classes, education and

employment services, and social activities.

The interest on the loan will be three percent simple interest per annum on the unpaid principal. The Developer will repay the loan by providing the Housing Authority with a payment every May 15 equal to the Housing Authority's proportionate share of 75 percent of residual receipts for the Project for the previous calendar year. The Developer will make this payment for 55 years. At the conclusion of 55 years, the unpaid principal balance of the Loan, together with interest accrued thereon and any other sums due under the Loan, are due and payable.

A deed of trust will be recorded on the Property to secure the Loan. The Housing Authority and Developer will also execute a promissory note and a regulatory agreement. The regulatory agreement shall restrict 14 of the units to very-low income veteran households and shall establish a management plan detailing the provision of services. The issuance of the Loan is contingent upon the execution of these agreements between the Housing Authority and the Developer. Loan proceeds are to be used solely to pay for fees imposed on the Project by the City. In the event that the Loan proceeds exceed the amount of fees imposed on the Project by the City, the Developer may use the remaining Loan proceeds for the payment of any costs associated with the Project or construction of the Project.

The Developer has experience in using multiple funding sources to construct an affordable housing project. Completed in 2018, Tabora Gardens Senior Apartments in Antioch provides 85 affordable homes for seniors; 34 units are set aside for veterans, of which 12 are formerly chronically homeless. The Housing Authority recognizes the need for veterans housing, special needs housing and much needed services, and looks forward to partnering with an accomplished developer.

ATTACHMENTS: Resolution
Loan Agreement

Report Prepared By: Maria M. Aliotti, Director of Community Service

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

In the Matter of:

Adoption of a Housing Authority Resolution Approving a Loan Agreement of Up to $780,000 Between the Housing Authority of the City of Pittsburg and Veterans Square, L.P. and Authorizing the Executive Director to Execute The Loan Agreement, Promissory Note, Deed of Trust, and Regulatory Agreement	)	RESOLUTION NO. 19-

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

WHEREAS, on April 23, 2015, the Oversight Board to the Successor Agency for the Redevelopment Agency of the City of Pittsburg adopted Resolution 15-031 OSB, approving the sale of 901 Los Medanos Street (Property) to Domus Development LLC (Domus). The California State Department of Finance approved Resolution 15-031 OSB in a letter dated May 1, 2015; and

WHEREAS, the Former Developer planned to construct thirty (30) residential units, consisting of twenty-eight (28) one-bedroom units and two (2) two-bedroom units, of which 29 units are affordable to those with special needs and veterans, along with one (1) manager's unit (Project) on the Property; and

WHEREAS, on June 15, 2015, the Governing Board of the Housing Authority of the City of Pittsburg (Housing Authority) adopted Resolution 15-288, approving a loan of up to $947,000 (Loan) to Domus using $400,000 of Housing Successor Agency funds. On the same date, the City Council adopted Resolution 15-13055, approving an agreement between the City and the Housing Authority to fund a Loan of $380,000 using the City's inclusionary housing in-lieu fund, and the Pittsburg Arts and Community Foundation (PACF) adopted Resolution 15-062, approving a funding agreement between PACF and the Housing Authority to fund a Loan of $167,000 using PACF funds; and

WHEREAS, due to various factors such as rising construction costs as well as the extremely competitive process and limited grant funding, Domus has not been able to commence construction; and

WHEREAS, the former president of Domus sold the Property and the Project to Satellite Affordable Housing Associates, who formed Veterans Square, L.P. (Developer). The Developer has agreed to restrict thirteen (13) of the one-bedroom units and one (1) of the two-bedroom units, for a total of fourteen (14) units, to very low-income veteran households. The Developer also intends to make available certain services, provided on-site by a qualified service provider experienced in serving the tenant population; and

WHEREAS, the Developer was informed by PACF that due to circumstances beyond its control, it is no longer able to provide the $167,000 loan; thereby reducing the Loan amount to $780,000; and

WHERAS, the Housing Authority conducted a request for proposal inviting owners and developers of affordable rental property within Pittsburg to submit proposals for participation in the Project Based Voucher Program (PBV). The PBV award consists of 19 Veterans Affairs Supportive Housing (VASH) vouchers, as well as 10 vouchers reserved for those requiring special needs housing, such as the chronically homelessness, disabled, and those suffering from mental health issues; and

WHERAS, the Housing Authority and the Developer propose to enter into a loan agreement for up to $780,000 for the construction of the Project. The Housing Authority and Developer also propose to execute the promissory note, deed of trust, and regulatory agreement in connection with the Loan.

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

Section 1.

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

Section 2.

The Governing Board hereby adopts this Resolution and approves the Loan of up to $780,000 between the Housing Authority and the Developer.

Section 3.

The Governing Board hereby authorizes the Executive Director to execute the loan agreement, and a promissory note, deed of trust, and regulatory agreement in connection with the Loan.

Section 4

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

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburg on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Chair

ATTEST:

_____
Alice E. Evenson, Agency Secretary

LOAN AGREEMENT

by and between the

HOUSING AUTHORITY OF THE CITY OF PITTSBURG

and

VETERANS SQUARE, L.P.

TABLE OF CONTENTS

ARTICLE 1
DEFINITIONS AND EXHIBITS

		Page
Section 1.1	Definitions ……	2
Section 1.2	Exhibits ……	5

ARTICLE 2
LOAN PROVISIONS

Section 2.1	Loan ……	6
Section 2.2	Interest ……	6
Section 2.3	Use of Loan Proceeds……....	6
Section 2.4	Security ……..….....	6
Section 2.5	Conditions Precedent……	6
Section 2.6	Disbursement of Loan Proceeds……..	7
Section 2.7	Repayment Schedule …….	8
Section 2.8	Reports and Accounting of Residual Receipts ……..	8
Section 2.9	Non-Recourse …….	10

ARTICLE 3
CONSTRUCTION OF THE DEVELOPMENT

Section 3.1	Permits and Approvals; Construction Plans; Financin……	10
Section 3.2	Construction Contract …….....	10
Section 3.3	Commencement of Construction ….....	11
Section 3.4	Completion of Construction ……..……...	11
Section 3.5	Construction Pursuant to Plans and Laws…..……....	11
Section 3.6	Marketing Plan ……..……..……	12
Section 3.7	Equal Opportunity ……..……..……..	12
Section 3.8	Certificate of Completion ……...	12
Section 3.9	Progress Reports ……	13
Section 3.10	Construction Responsibilities ……	13
Section 3.11	Mechanics Liens, Stop Notices, and Notices of Completion ..	13
Section 3.12	Inspections ……...	14

ARTICLE 4
LOAN REQUIREMENTS

Section 4.1	Applicability ……..	14
Section 4.2	Financial Accountings and Post-Completion Audits…….	14
Section 4.3	Information ……..	14
Section 4.4	Reserved ……	14
Section 4.5	Hazardous Materials ……..	16

Page

Section 4.6 Maintenance and Damage 18
Section 4.7 Fees and Taxes 19
Section 4.8 Notice of Litigation 19
Section 4.9 Operation of Development as Affordable Housing 19
Section 4.10 Nondiscrimination 19
Section 4.11 Prevailing Wages 20
Section 4.12 Insurance Requirements 20

ARTICLE 5
ASSIGNMENT AND TRANSFERS

Section 5.1 Definitions 22
Section 5.2 Purpose of Restrictions on Transfer 22
Section 5.3 Prohibited Transfers 22
Section 5.4 Permitted Transfers Without Prior Approval..... 23
Section 5.5 Permitted Transfers With Prior Approval 23
Section 5.6 Release of Borrower 23

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 6.1 Representations and Warranties 23

ARTICLE 7
DEFAULT AND REMEDIES

Section 7.1 Events of Default 25
Section 7.2 Remedies 26
Section 7.3 Right of Contest..... 27
Section 7.4 Remedies Cumulative 27

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 Relationship of Parties 28
Section 8.2 No Claims 28
Section 8.3 Amendments 28
Section 8.4 Indemnification..... 28
Section 8.5 Non-Liability of Officials, Employees and Agents 29
Section 8.6 No Third Party Beneficiaries 29
Section 8.7 Notices, Demands and Communications 29
Section 8.8 Applicable Law 29
Section 8.9 Authority Status 29
Section 8.10 Parties Bound 30
Section 8.11 Attorneys' Fees 30
Section 8.12 Severability..... 30

Page

Section 8.13 Force Majeure…….. 30
Section 8.14 Authority Approval……. 30
Section 8.15 Waivers …… 30
Section 8.16 Title of Parts and Sections …… 31
Section 8.17 Entire Understanding of the Parties …… 31
Section 8.18 Multiple Originals; Counterpart ……. 31

EXHIBIT A: Legal Description of the Property
EXHIBIT B: Approved Development Budget
EXHIBIT C: Form of Certificate of Completion
EXHIBIT D: Development Fees

LOAN AGREEMENT
Domus Development, LLC.

This Loan Agreement (this "**Agreement**") is entered into as of [INSERT DATE] ("**Effective Date**") by and between the Housing Authority of the City of Pittsburg, a public body corporate and politic (the "**Authority**") and Veterans Square, L.P., a California limited partnership ("**Borrowe**r"). Borrower and Authority are hereinafter collectively referred to as the "**Parties."**

RECITALS

A. Borrower purchased certain real property located at 901 Los Medanos Street in the City of Pittsburg, California (the "**City**"), Contra Costa County known as Assessor's Parcel Number 085-182-001-9 (the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated hereto by this reference.

B. Borrower intends to construct a thirty (30) unit residential development on the Property, consisting of twenty-eight (28) one-bedroom units and two (2) two-bedroom units, with a washer and dryer per every ten units (the "**Development**").

C. Borrower agrees to dedicate and restrict thirteen (13) of the one-bedroom units and one (1) of the two-bedroom units in the Development, for a total of fourteen (14) units, to very low-income veterans and their families. The Borrower also intends to make available certain services, provided on-site by a qualified service provider experienced in serving the tenant population.

D. Borrower has requested and Authority has agreed to provide a loan in an amount not to exceed SEVEN HUNDRED EIGHTY THOUSAND DOLLARS ($780,000) (the "**Loan**") to Borrower subject to the terms and conditions set forth in this Agreement, to provide partial financing for Development Fees associated with the construction of the Development.

E. The Authority has the authority to issue loans for the acquisition, construction, rehabilitation, refinancing, or development of multifamily rental housing under the Housing Authorities Law, Health & Safety Code section 34312.3(a)(2).

F. Concurrently with the execution of this Agreement, Borrower shall execute with the Authority: (i) a promissory note ("**Note**") in the amount of the Loan, (ii) a Deed of Trust and Security Agreement ("**Deed of Trust**") which shall provide Authority with a security interest in the Property and the Development, and (iii) an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants ("**Regulatory Agreement**") which shall restrict occupancy in fourteen (14) of the Development's units to very low-income veterans for a term of not less than 55 years. This Agreement, the Note, the Deed of Trust, and the Regulatory Agreement are hereinafter collectively referred to as the "**Loan Documents**."

G. The Authority has determined that the provision of the Loan for the Development pursuant to the terms of this Agreement will support the construction and development of multifamily very low-income housing and provide the financial support necessary to make the Development economically feasible and affordable to very low-income veterans.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. When used in this Agreement, the following terms have the respective meanings assigned to them in this Section 1.1.

(a) "Authority" means the Housing Authority of the City of Pittsburg.

(b) "Agreement" means this Loan Agreement.

(c) "Annual Operating Expenses" means for each calendar year during the Term, the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: all state and local property and other taxes and annual assessments imposed on the Development including but not limited to, Community Facilities District assessments, Landscape and Lighting District assessments, and Geological Hazard Abatement District assessments due and payable to the City or any other government agency; premiums for property damage, liability workers compensation and other insurance coverages; debt service currently due and payable on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans that have been approved by the Authority and which are secured by deeds of trust senior in priority to the Authority's Deed of Trust ("**Approved Senior Loan**"); utility services not paid for directly by tenants, including but not limited to water, telecommunications, sewer, trash collection, gas and electricity; maintenance and repair including but not limed to pest control, landscaping and grounds maintenance, painting and decorating, cleaning, common systems repairs, general repairs, janitorial, supplies, and others; any annual license or certificate of occupancy fees required for operation of the Development; general administrative expenses including but not limited to advertising and marketing, security services and systems, and professional fees for legal, audit and accounting; property management fees and reimbursements including on-site manager expenses, not to exceed fees and reimbursements which are standard in the industry and pursuant to a management contract approved by the Authority; resident services fees and reimbursements and cash deposited into a reserve for capital replacements of Development improvements and an operating reserve in such reasonable amounts as are approved by the Authority and deferred developer fee payments equal to the amortized portion over the ten year

tax credit period recalculated annually. Annual Operating Expenses shall not include the following: debt service payments on any loan which is not an Approved Senior Loan, including without limitation, unsecured loans or loans secured by deeds of trust which are subordinate to the Authority's Deed of Trust; depreciation, amortization, depletion or other non-cash expenses; capital expenditures; expenses paid for with disbursements from any reserve account; any amount paid to Borrower, or any entity controlled by the persons or entities in control of Borrower (unless such payment to Borrower consists of fees paid to a property management agent or resident services agent).

(d) "Approved Development Budget" means the budget, as approved by the Authority, and attached hereto and incorporated herein as Exhibit B.

(e) "Borrower" means Veterans Square, L.P., a California limited partnership and its permitted successors and assigns hereunder.

(f) "Borrower's Fiscal Year" means the period from January 1 to December 31.

(g) "Certificate of Completion" means the certificate to be issued by the Authority pursuant to Section 3.9 of this Agreement. The form of the Certificate of Completion is attached hereto as Exhibit C.

(h) "City" means the City of Pittsburg, a general law city.

(i) "County" means the County of Contra Costa, a political subdivision of the State of California.

(j) "Deed of Trust" means the deed of trust that will encumber the Development to secure repayment of the Loan.

(k) "Default" has the meaning set forth in Section 7.1 below.

(l) "Development" means the Improvements.

(m) [OMITTED]

(n) "Development Fees" means those fees incurred by the Borrower and to be paid to the City in connection with the Development as set forth in Exhibit D.

(o) "Development Fiscal Year" means the period from July 1 through June 30 of the following year.

(p) "Environmental Law" has the meaning set forth in Section 4.6 below.

(q) "Gross Revenue" means for each calendar year during the Term, all revenue, income, receipts and other consideration actually received by Borrower from

operation and leasing of the Development. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants; Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance; the proceeds of casualty insurance to the extent not utilized to repair or rebuild the Development; and condemnation awards for a taking of part or all of the Development for a temporary period. Gross Revenue shall also include the fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Development and the release of funds from replacement and other reserve accounts to Borrower other than for costs associated with the Development. Gross Revenue shall not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

(r) "Hazardous Materials" has the meaning set forth in Section 4.6 below.

(s) "Hazardous Materials Claim" has the meaning set forth in Section 4.6 below.

(t) "Improvements" means the twenty-nine (29) units of affordable housing, fourteen (14) of which are dedicated to veterans, one (1) market rate manager's unit, and facilities for on-site services to be constructed on the Property in accordance with the Loan Documents, plus appurtenant landscaping and improvements.

(u) "Loan" means the loan of monies from Authority to Borrower of a total principal amount not to exceed Seven Hundred Eighty Thousand Dollars ($780,000).

(v) "Loan Documents" means this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.

(w) "Loan Proceeds" has the meaning set forth in Section 2.1 below.

(x) "Note" means the promissory note that will evidence Borrower's obligation to repay the Loan.

(y) "Parties" means the Authority and Borrower.

(z) "Property" means the real property located in the City as more particularly described in the attached Exhibit A.

(aa) "Residual Receipts" means for each calendar year during the Term, the amount by which Gross Revenue (as defined below) exceeds Annual Operating Expenses (as defined below) for the Development. Residual Receipts shall also include (A) condemnation awards for a permanent taking of part or all of the Property or the Improvements; and (B) net cash proceeds realized from any refinancing of the Development, less fees and closing costs reasonably incurred in connection with such

refinancing, repayment of the loan being refinanced, and any Authority approved uses of the net cash proceeds of the refinancing.

(bb) "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants dated as of the date hereof between Authority and Borrower to restrict the occupancy and rents for the Development.

(cc) "Term" means the term of the Loan as set forth in Section 2.7 below.

(dd) "Transfer" means:

(i) Any total or partial sale, lease, assignment, or other conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to this Agreement or of any part of or interest in the Development, or any agreement to do any of the foregoing; or

(ii) Any total or partial sale, assignment, or other conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to any ownership interest in the Borrower or any agreement to do any of the foregoing provided however any transfer by the Borrower of its limited partnership interest shall not be considered a Transfer. The Borrower may amend its partnership agreement to effect changes in its limited partners permitted above and to effect other changes which do not affect the Authority.

(ee) "Unit" means one of the thirty (30) apartment units to be constructed on the Property.

(ff) "Very low-income household" means a family whose total family income does not exceed fifty percent (50%) of the area median family income, as determined by the United States Department of Housing and Urban Development.

(gg) "Veteran Household" means a family which includes one or more veterans of a branch of the United Stated Armed Forces.

Section 1.2 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

EXHIBIT A: Legal Description of the Property
EXHIBIT B: Approved Development Budget
EXHIBIT C: Form of Certificate of Completion
EXHIBIT D: Development Fees

ARTICLE 2
LOAN PROVISIONS

Section 2.1 Loan. Authority shall provide the Loan in an amount not to exceed Seven Hundred Eighty Thousand Dollars ($780,000) to Borrower. Borrower's obligation to repay the Loan shall be evidenced by the Note which shall be dated as of the Effective Date and executed by Borrower in the form provided by the Authority. Provided that Borrower has complied with all conditions precedent to disbursement of the Loan as set forth in Section 2.5, the proceeds of the Loan ("**Loan Proceeds**") shall be disbursed in accordance with Section 2.6 hereof.

Section 2.2 Interest.

(a) Subject to the provisions of Section 2.2(b) below, Loan interest shall accrue at a rate equal to three percent (3%) simple interest per annum on the unpaid principal outstanding from time to time commencing on the date of initial disbursement of such Loan Proceeds and continuing through the date that all indebtedness and other amounts payable under the Note and other Loan Documents are paid in full.

(b) In the event of a Default, interest on the Loan shall accrue, commencing on the date of Default and continuing until such time as the Loan is repaid in full or the Default is cured, at the default rate of the lesser of twelve percent (12%) compounded annually, or the highest rate permitted by law.

Section 2.3 Use of Loan Proceeds.

(a) Borrower shall use the Loan Proceeds solely to pay for fees imposed on the Development by the City. In the event that the Loan Proceeds exceed the amount of fees imposed on the Development by the City, the Borrower may use the remaining Loan Proceeds for the payment of any costs associated with the Development or construction of the Development.

(b) Borrower shall not use the Loan Proceeds for any other purpose without the prior written consent of the Authority.

Section 2.4 Security. As security for repayment of the Note, Borrower shall execute the Deed of Trust in favor of Authority as beneficiary pursuant to which the Authority shall be provided a lien against the Development. The Deed of Trust shall be dated as of the Effective Date and shall be recorded in the official records of Contra Costa County on the Effective Date. The Deed of Trust may be subordinated only to such liens and encumbrances as Authority shall approve in writing.

Section 2.5 Conditions Precedent. Authority's obligation to fund the Loan and disburse the Loan Proceeds is conditioned upon the satisfaction of all of the following conditions:

(a) Borrower holds title to the Property;

(b) there exists no Default by Borrower nor any act, failure, omission, or condition that would constitute an event of Default under the Loan Documents;

(c) receipt by Authority of a certified corporate resolution of Borrower's governing body indicating Borrower has authorized this transaction and that the persons executing the Loan Documents on Borrower's behalf have been duly authorized to do so;

(d) Borrower's execution and delivery to Authority of the Loan Documents, acknowledged where appropriate;

(e) receipt by the Authority of evidence that Borrower has sufficient financing commitments to construct the Development;

(f) the recordation of the Deed of Trust and the Regulatory Agreement in the official records of the County of Contra Costa;

(g) the issuance by an insurer acceptable to Authority of an A.L.T.A. lender's policy of insurance ("**Title Policy**") insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to Authority, and containing such endorsements as Authority may reasonably require, with the cost of such Title Policy to be paid by Borrower;

(h) Borrower has furnished Authority with evidence of the insurance coverage meeting the requirements of this Agreement and the Deed of Trust;

(i) Borrower's delivery to Authority and Authority approval of the Approved Development Budget;

(j) copies of such other documents related to the construction and financing of the Development as Authority may reasonably request; and

(k) no material adverse change as determined by Authority in its reasonable judgment shall have occurred in the condition of the Property or the Improvements or in the financial or other condition of Borrower since the date of this Agreement.

Section 2.6 Disbursement of Loan Proceeds. Upon satisfaction of the conditions set forth in Section 2.5, at close of escrow for the Loan, Authority will disburse the Loan Proceeds to the City to pay for the Development Fees required for the construction of the Development, as set forth in Exhibit D.

Section 2.7 Repayment Schedule.

(a) Term. The Borrower shall make Annual Payments on the outstanding principal balance of the Loan together with interest accrued thereon for a term of fifty-five (55) years, beginning on the date of issuance of the Certificate of Completion (the "**Term**").

(b) Annual Payments. Borrower shall make payments on the outstanding principal and accrued interest on the Loan in an amount equal to its proportionate share of seventy-five percent (75%) of Residual Receipts, with such 75% interest distributed to the each of the soft lenders to the Project based on the ratio of the Loan amount to the total principal amount of the soft loans provided to finance the Project, until such time as the Borrower has repaid all outstanding principal and accrued interest. Such annual payments shall be due and payable in arrears no later than May 15 of each year with respect to the previous calendar year, commencing on the May 15 following the Authority's issuance of the Certificate of Completion, and shall be accompanied by the Borrower's report of Residual Receipts (including an independent auditor's report regarding the auditor's review of Annual Operating Expenses). The Borrower shall provide the Authority with any documentation reasonably requested by the Authority to substantiate the Borrower's determination of Residual Receipts. Payments made shall be credited first against accrued interest and then against outstanding principal.

(c) Payment in Full. All unpaid principal and interest on the Loan shall be due upon the earliest of:

(i) a Transfer of the Development other than a Transfer permitted or approved by the Authority as provided in this Agreement;

(ii) the occurrence of an Event of Default for which the Authority exercises its right to cause the Loan indebtedness to become immediately due and payable, or for which the Loan indebtedness is automatically specified to become immediately due and payable pursuant to applicable subsections of this Agreement.

(d) Prepayments. The Note or any portion of the outstanding principal balance of the Note may be prepaid at any time and from time to time without penalty or premium. Prepayments shall be applied first to any unpaid late charges and other costs or fees then due, then to accrued but unpaid interest and then to principal. Any such prepayment shall have no effect upon Borrower's obligations under the Regulatory Agreement which shall survive any such prepayment.

(e) Maturity Date. At the conclusion of the Term (the "**Maturity Date**"), the entire principal balance of the Loan, together with interest accrued thereon and any other sums due under the Loan Documents, is due and payable.

Section 2.8 Reports and Accounting of Residual Receipts.

(a) Audited Financial Statement. In connection with the annual repayment of the Loan, within 120 days of Borrower's Fiscal Year end, Borrower shall furnish to Authority an audited statement duly certified by an independent firm of certified public accountants approved by Authority, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding Development Fiscal Year.

(b) Books and Records. Borrower shall keep and maintain on the Property or at another location within the City full, complete and appropriate books, record and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the Authority, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish any governmental agency shall at all reasonable times to open for inspection by the Authority at the place that the books, records and accounts of the Borrower are kept. The Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) Authority Audits. The receipt by Authority of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by Authority of any loan repayment for any period shall not bind Authority as to the correctness of such statement or such payment. Within three (3) years after the receipt of any such statement, Authority or any designated agent of employee of Authority at any time shall be entitled to audit the Residual Receipts and all books, records, and account s pertaining thereto.

Such audit shall be conducted during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, Authority shall deliver a copy of the results of such audit to Borrower. If it shall be determined as a result of such audit that there has been a deficiency in a loan repayment to the Authority, then such deficiency shall become immediately due and payable with interest at the default rate set forth in this Agreement, determined as of and accruing from the date that said payment should have been made. In addition, if Borrower's auditor's statement for any Development Fiscal Year shall be found to have understated Residual Receipts by more than five percent (5%), Borrower shall pay, in addition to the interest charges referenced hereinabove, all of the

Authority's reasonable costs and expenses connected with any audit or review of Borrower's accounts and records.

(d) Maximization of Residual Receipts. Borrower agrees at all times during the term of the Loan to continue its operations of the improvements and to use its skills and diligence to produce the maximum Residual Receipts, subject to the rent and occupancy requirements of the Regulatory Agreement and any other agreement affecting rental limits and occupancy qualifications and delivery of supportive services.

Section 2.9 Non-Recourse. Except as provided below, neither Borrower nor any partner or member of the Borrower shall have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan or the performance of the covenants of the Borrower under the Loan Documents. The sole recourse of the Authority with respect to the principal of, or interest on, the Note and defaults by Borrower in the performance of its covenants under the Loan Documents shall be to foreclose on the Property described in the Loan Documents; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Authority thereunder, or (b) be deemed in any way to impair the right of the Authority to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the Borrower's obligations under the Loan Documents, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the Authority under Sections 4.6 and 8.4 of this Agreement, or liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Loan Documents (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Loan Documents; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3
CONSTRUCTION OF THE DEVELOPMENT

Section 3.1 Permits. All permits and approvals necessary for the construction of the Improvements on the Property must be received, and all financing for construction of the Improvements obtained, by no later than October 1, 2020 or the Authority, at its option, and with thirty (30) days written notice and opportunity to cure, may declare Borrower in default hereunder.

Section 3.2 Construction Contract.

(a) Not later than January 15, 2021, Borrower shall submit to Authority for its approval the proposed construction contract for the Improvements. All construction work and professional services shall be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that the Borrower enters for construction of the Improvement shall provide that at least five percent (5%) of the costs incurred shall be payable only upon completion of construction, subject to early release of retention for specified subcontractors upon approval by the Authority, and shall provide for payment of prevailing wages by the contractor and its subcontractors in accordance with subsection (b) of Section 3.6 below. The Authority's approval of the construction contract shall in no way be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by Authority of the proposed construction contract, Authority shall promptly review same and approve or disapprove it within thirty (30) days. If the construction contract is not approved by Authority, Authority shall set forth in writing and notify the Borrower of the Authority's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for Authority approval, which approval shall be granted or denied in five (5) working days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Improvements shall be in the form approved by the Authority.

Section 3.3 Commencement of Construction. Borrower shall commence construction of the Improvements no later than January 15, 2021 ("**Commencement of Construction**").

Section 3.4 Completion of Construction. Borrower shall diligently prosecute construction of the Improvements to completion, and shall complete construction of the Improvements no later than thirty-six (36) months after the Effective Date.

Section 3.5 Construction Pursuant to Plans and Laws.

(a) Borrower shall construct the Improvements in conformance with the plans and specifications approved by the Authority. Borrower shall notify the Authority in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the Authority. A written change order authorized by the Authority must be obtained before any of the following changes, additions, or deletions in work for the Improvement may be performed and must have or obtain the proper approvals and permits required by the changes, additions, or deletions: (i) any change in the work the cost of which exceeds Two Hundred Fifty Thousand Dollars ($2500,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds Two Hundred Thousand Dollars ($200,000); or (iii) any material change in

building materials or equipment, specifications, or the structural or architectural design or appearance of the Improvement as provided for in the plans and specifications approved by the Authority. Consent to any additions, changes, or deletions to the work shall not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond. Authority shall use its best efforts to approve or disapprove change orders within fifteen (15) working days of receipt of a request for approval or such change shall be deemed approved.

(b) Borrower shall comply with all federal, state and local laws, regulations, ordinances and rules applicable to the Property and the Development. Without limiting the generality of the foregoing, Borrower shall cause all work performed in connection with the Improvements to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including, to the extent required by law, the prevailing wage provisions of section 1770 *et seq.* of the California Labor Code and implementing rules and regulations, (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction, (iii) all applicable Environmental Laws (as defined herein) and (iv) all applicable statutes and regulations relating to accessibility for the disabled. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower shall be responsible to the Authority for the procurement and maintenance thereof, as may be required of Borrower and all entities engaged in work on the Improvements.

Section 3.6 Marketing Plan.

(a) No later than six (6) months prior to the projected date of the completion of the Improvements, Borrower shall submit to the Authority for approval its plan for marketing the Development to income-eligible households as required pursuant to the Regulatory Agreement, including information on affirmative marketing efforts, compliance with fair housing laws, and specific plans to provide marketing to, and preference for, Veteran households.

(b) Upon receipt of the marketing plan, the Authority shall promptly review the marketing plan and shall approve or disapprove it within thirty (30) days after submission. If the marketing plan is not approved, Borrower shall submit a revised marketing plan within thirty (30) days. If the Authority does not approve the revised marketing plan because Borrower fails to make specific revisions requested by the Authority, Borrower shall be in default hereunder.

Section 3.7 Equal Opportunity. During the construction of the Improvements there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction of the

Development, and Borrower shall direct its contractors to refrain from discrimination on such basis.

Section 3.8 Certificate of Completion. After Authority has determined that the obligations of the Borrower under this Article 3 have been met, Borrower may request that Authority issue a Certificate of Completion in substantially the form shown in Exhibit C, which Authority shall do within thirty (30) days of such request. Authority shall have no obligation to consider whether the obligations of the Borrower under this Article 3 have been met until Authority has received certification from the City's Building Department stating that the Improvements have been made in accordance with the plans and specifications approved by Authority (including any changes as have been approved by Authority pursuant to Section 3.6(a) above) and in accordance with this Agreement.

If the Borrower requests issuance of a Certificate of Completion and Authority refuses, to issue such Certificate of Completion, Authority shall provide Borrower with a written explanation of its refusal within thirty (30) days of the Borrower's request.

Issuance by Authority of a Certificate of Completion shall not be deemed a notice of completion under the California Civil Code, nor shall it constitute evidence of compliance with or satisfaction of any obligation of the borrower to any holder of deed of trust securing money loaned to finance the Development, other than the Authority.

Section 3.9 Progress Reports. Until such time as Borrower has received a Certificate of Completion from Authority, Borrower shall provide Authority progress reports regarding the status of the construction of the Improvements from time to time and upon request.

Section 3.10 Construction Responsibilities.

(a) It shall be the responsibility of Borrower to coordinate and schedule the work to be performed so that commencement and completion of construction will take place in accordance with this Agreement.

(b) Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property manager. Any review or inspection undertaken by the Authority with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the Authority and should not be relied upon by Borrower or by any third parties as a warranty or representation by the Authority as to the quality of the design or construction of the Development.

Section 3.11 Mechanics Lien, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the Authority or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the Authority a surety bond in sufficient form and amount, or provide the Authority with other assurance satisfactory to the Authority that such claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, Authority may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the Authority may require Borrower to immediately deposit with Authority the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. Authority may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction on the Development for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes the Authority, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the Authority deems necessary to protect its interest in the Development and Property.

Section 3.12 Inspections. Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the Authority and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

ARTICLE 4
LOAN REQUIREMENTS

Section 4.1 Applicability. The Borrower shall comply with this Article 4 throughout the term of this Agreement.

Section 4.2 Financial Accountings and Post-Completion Audits. No later than sixty (60) days following completion of construction of the Improvements, Borrower shall provide to Authority, upon request, an initial estimated unaudited financial accounting of all sources and uses of funds for the Development. No later than one hundred fifty (150) days following completion of construction of the Improvements, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Development.

Section 4.3 Information. Borrower shall provide any information reasonably requested by the Authority in connection with the Development and with this Agreement.

Section 4.4 Community Facilities Districts and Assessments (CFD). Borrowers agrees to pay its fair share of any levies imposed by any assessment district, enhanced infrastructure financing district, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; parks; sewer; water; fire; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs).

(a) Landscape and Lighting. Borrower agrees that the Development and Property will be subject to the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324.

(b) Police CFD. Borrower agrees to cooperate with City's efforts to annex the Development and Property into City of Pittsburg Community Facilities District No. 2004-01, as adopted pursuant to Resolution No. 04-10071 (the "Police Services District") in order to fund police services made necessary by the Development. Borrower shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Property into the City's Police Services District prior to issuance of any permits for the Development.

(c) Fire District CFD. Borrower agrees to cooperate with City's efforts to annex the Development and Property into Contra Costa County Fire Protection Community Facilities District 2017-1, as established by Resolutions 17-13298 and 17-13311 and Ordinance 17-1428 (the "Fire Services District") in order to fund fire services made necessary by the Development. Borrower shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Property into the City's Fire Services District prior to issuance of any permits for the Development.

(d) Maintenance of Project Facilities. If, under the sole discretion of the City, the City determines that the Borrower is unable to construct a facility to treat stormwater on the Property, that Borrower will cooperate with the City's efforts to annex the Development and Property in the the City of Pittsburg Community Facilities District 2016-1 Maintenance of Project Facilities.

(e) Security Cameras. Borrower agrees to cooperate with City's efforts with the purchase and installation of security cameras to protect the Development, its residents, and the Property.

(f) Crime Free Housing Program. Borrower agrees to participate in the City's Crime Free Housing Program.

(g) Business License. At all times, Borrower, its contractors and subcontractors are required to maintain an active business license with the City.

(h) Continuing Obligations. Notwithstanding any other provision of this

Agreement, Borrower's obligations under this Section 4.4, inclusive, shall constitute a continuing obligation and bind Borrower, its successors and/or assigns as long the Development exists. Borrower's obligations under this Section 4.4 shall survive this Agreement's termination and continue in full force and effect until the Development ceases and all entitlements are vacated. Failure by Borrower of any of the obligations listed in this Section 4.4 will constitute a Default under Section 7.1.

Section 4.5 Hazardous Materials.

(a) Borrower shall not cause or permit any Hazardous Materials (as defined below) to be brought upon, kept, stored or used in, on, or about the Property by Borrower, or the agents, employees, contractors or invitees of Borrower except for materials commonly used in construction activities similar to those related to the Development, or in the operation and maintenance of the Property and the Improvements, in each case in compliance with all applicable laws, and shall not cause any release of Hazardous Materials into, onto, under or through the Property. If any Hazardous Material is discharged, released, dumped, or spilled in, on, under, or about the Property and results in any contamination of the Property or adjacent property, or otherwise results in the release or discharge of Hazardous Materials in, on, under or from the Property, Borrower shall promptly take all actions at Borrower's sole expense as are necessary to comply with all Environmental Laws (as defined below).

(i) **"Hazardous Materials"** means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act (15 U.S.C. 2601, *et seq.*); the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Authorization Act (49 U.S.C. Section 5101, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. 6901, *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. Section 1251), the Clean Air Act (42 U.S.C. Section 7401, *et seq.*), the California Underground Storage of Hazardous Substances Act (California Health and Safety Code Section 25280, *et seq.*), the California Hazardous Substances Account Act (California Health and Safety Code Section 25300, *et seq.*), the California Hazardous Waste Act (California Health and Safety Code Section 25100, *et seq.*), the California Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5, *et seq.*), and the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, *et seq.*), as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or

toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

(ii) "**Environmental Law**" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act (15 U.S.C. 2601, *et seq.*); the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, *et seq.*), the Hazardous Materials Transportation Authorization Act (49 U.S.C. Section 5101, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. 6901, *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. Section 1251), the Clean Air Act (42 U.S.C. Section 7401, *et seq.*), the California Underground Storage of Hazardous Substances Act (California Health and Safety Code Section 25280, *et seq.*), the California Hazardous Substances Account Act (California Health and Safety Code Section 25300, *et seq.*), the California Hazardous Waste Act (California Health and Safety Code Section 25100, *et seq.*), the California Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5, *et seq.*), and the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, *et seq.*), as they now exist or are hereafter amended, together with any regulations promulgated thereunder.

(b) Borrower shall immediately advise the Authority in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Development pursuant to any applicable Environmental Law; (ii) all claims made or threatened by any third party against Borrower, the Development, or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "**Hazardous Materials Claims**"); and (iii) Borrower's discovery of any occurrence of condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 *et seq.* or any regulation adopted in accordance therewith, or to be otherwise

subject to any restrictions on the ownership, occupancy, transferability or use of the Development under any Environmental Law.

(c) The Authority shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower. Borrower shall indemnify, defend (with counsel reasonably acceptable to Authority) and hold harmless the City and the Authority and their respective council-members, board-members, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Development including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by the Authority in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees. This obligation to indemnify shall survive termination of this Agreement.

(d) Without the Authority's prior written consent, which shall not be unreasonably withheld, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the Authority's reasonable judgment, impair the value of the Authority's security hereunder; provided, however, that the Authority's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the Authority's consent before taking such action, provided that in such event Borrower shall notify the Authority as soon as practicable of any action so taken. The Authority agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the reasonable satisfaction of the Authority that there is no reasonable alternative to such remedial action which would result in less impairment of the Authority's security hereunder; or (iv) the action has been agreed to by the Authority.

(e) Borrower hereby acknowledges and agrees that (i) this Section is intended as the Authority's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property

is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

Section 4.6 Maintenance and Damage.

(a) During the course of both construction and operation of the Improvements, Borrower shall maintain the Development in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) days after receiving an Authority notice of such a condition, then in addition to any other rights available to the Authority, the Authority shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Development.

(b) Subject to the requirements of senior lenders, and if economically feasible in the Authority's reasonable judgment, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the Authority with such changes as have been approved by the Authority. Such work or repair shall commence no later than the later of one hundred twenty (120) days after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and shall be complete within one (1) year thereafter (or such longer period for the commencement and completion as may be extended by the Authority in its reasonable discretion). Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then Borrower shall make up the deficiency.

Section 4.7 Fees and Taxes. Borrower shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Development to the extent owned by Borrower, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the Authority, Borrower deposits with the Authority any funds or other forms of assurance that the Authority in good faith from time to time determines appropriate to protect the Authority from the consequences of the contest being unsuccessful.

Section 4.8 Notice of Litigation. Borrower shall promptly notify the Authority in writing of any litigation materially affecting the Borrower, the Development or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.9 Operation of Development as Affordable Housing. Promptly following the completion of construction of the Improvements, Borrower shall continuously operate and maintain thirteen (13) one-bedroom units and one (1) two-bedroom unit, for a total of fourteen (14) units of the Development, as multifamily

residential housing dedicated for veterans and rented to occupants at rent levels in conformity with the Regulatory Agreement.

Section 4.10 Nondiscrimination. Borrower covenants by and for itself, and any successors in interest, that there shall be no discrimination against or segregation of, any person, or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Borrower itself or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of Borrower. The foregoing covenants shall run with the land.

Section 4.11 Prevailing Wages. To the extent required by law, Borrower and all Borrower's contractors shall comply with California Labor Code Section 1720 *et seq.* and all regulations adopted pursuant thereto (collectively, "**Prevailing Wage Laws**"), and be responsible for carrying out the requirements of such provisions. Borrower shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the Authority and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the Authority), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1720 *et seq.* and the Prevailing Wage Laws, or any act or omission of Agency or Borrower related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the Authority does not, and shall not, waive any rights against Borrower which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by Authority, or the deposit with the Authority by Borrower, of any of the insurance policies described in this Agreement.

Section 4.12 Insurance Requirements. The Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(a) Workers Compensation insurance to the extent required by law, including employer's liability coverage, with limits not less than one million dollars ($1,000,000) per accident.

(b) Comprehensive general liability insurance with limits not less than two million dollars ($2,000,000) per occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, broadform property damage, products and completed operations.

(c) Comprehensive automobile liability insurance with limits not less than one million dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, as applicable; provided, however, that if the borrower does not own or lease vehicles for purposes of this agreement, then no automobile insurance shall be required.

(d) Property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for 100% of the replacement value, with deductible, if any, acceptable to the Authority, naming the Authority as a loss payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations. Property insurance need not be maintained prior to commencement of construction of the Development.

The Borrower shall cause any general contractor or agent working on the Development under direct contract with the Borrower to maintain insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be one million dollars ($1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (e), (f), and (g) below, including, without limitation, the requirement of subsection (f). Subcontractors working on the Development under indirect contract with the Borrower shall be required to maintain the insurance described in subsections (a), (b), and (c) above. Liability and comprehensive automobile liability insurance to be maintained by such contractors and agents pursuant to this subsection shall name as additional insured the Authority, their officers, agents~~,~~ and employees, and members of the City Council and Authority Board.

(e) The required insurance shall be provided under an occurrence form and Borrower shall maintain such coverage continuously so long as the Note is outstanding. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(f) Comprehensive general liability, comprehensive automobile liability and property insurance policies shall be endorsed to name as an additional insured the Authority, and their officers, agents and employees, and members of the City Council

and Authority Board, and volunteers. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage available to the named Insured; whichever is greater.

(g) All policies and bonds shall be endorsed to provide thirty (30) days prior written notice of cancellation, reduction in coverage, or intent not to renew to the address established for notices to the Authority.

ARTICLE 5
ASSIGNMENT AND TRANSFERS

Section 5.1 Definitions. The definition of Transfer, as used in this Article is set forth in Section 1.1 hereof.

Section 5.2 Purpose of Restrictions on Transfer. This Agreement is entered into solely for the purpose of the Borrower's construction and operation of the Development in accordance with the terms of this Agreement and the Regulatory Agreement. The qualifications and identity of the Borrower are of particular concern to the Authority, in view of:

(a) The importance of the development of the Property to the general welfare of the community.

(b) The public aids that have been made available by law and by the government for the purpose of making such development possible;

(c) The reliance by the Authority upon the unique qualifications and ability of the Borrower to serve as the catalyst for development of the Property and upon the continuing interest which the Borrower will have in the Property to assure the quality of the use, operation, and maintenance deemed critical by the Authority in the development of the Property;

(d) The fact that a change in ownership or control of the owner of the Property, or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in ownership or with respect to the identity of the parties in control of the Borrower or the degree thereof, is for practical purposes a transfer or disposition of the Property; and

(e) The importance to the Authority of the standards of use, operation, and maintenance of the Development.

It is because of the qualifications and identity of the Borrower that the Authority is entering into this Agreement and that Transfers are permitted only as provided in this Agreement.

Section 5.3 Prohibited Transfers. The limitations on Transfers set forth in this Article 5 shall apply throughout the Term. Except as expressly permitted in this Agreement, the Borrower represents that it has not made or created, and agrees that it will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law, without the prior written approval of the Authority.

Any Transfer made in contravention of this Section 5.3 shall, at the Authority's discretion, be void and shall be deemed to be a default under this Agreement, whether or not the Borrower knew of or participated in such Transfer.

Section 5.4 Permitted Transfers Without Prior Authority Approval. The only Transfers permitted at any time without the prior approval of the Authority are as follows:

(a) The lease of a Unit by Borrower to an occupant in the ordinary course of business and in compliance with the Regulatory Agreement.

(b) The Transfer of the Development to a limited partnership in which the Borrower is a general partner, the only other general partner or partners of which are non-profit corporations and the limited partner or partners of which are persons or entities who are providing funds to the partnership in consideration for receipt of federal tax credits allocated to the Development.

Section 5.5 Permitted Transfers With Prior Approval. Except as permitted under Section 5.4, any Transfer shall be permitted only after (a) the Authority, in its sole and reasonable discretion, has delivered to the Borrower its prior written approval of such Transfer, and (b) the transferee expressly assumes all obligations of Borrower imposed by this Agreement by signing this Agreement or such other reasonable documentation as Authority may reasonably require.

Section 5.6 Release of Borrower. Upon all of the terms of this Article 5 being satisfied for a permitted Transfer to be effective, the Borrower or the successor transferor party, as applicable, shall be released from all liability under this Agreement so transferred arising subsequent to the effectiveness of such Transfer.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 6.1 Representations and Warranties. Borrower hereby represents and warrants to Authority as follows:

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

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of the Loan Documents.

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

(d) Valid Binding Agreements. The Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms, subject to laws affecting creditors' rights and principles of equity.

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

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

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of

Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the Authority pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Property and there will exist thereon or with respect thereto no lien, pledge or other encumbrance of any character whatsoever other than liens for acquisition, construction, current real property taxes and assessments not yet due and payable~~,~~ and liens in favor of the Authority or approved in writing by the Authority.

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

ARTICLE 7
DEFAULT AND REMEDIES

Section 7.1 Events of Default. Each of the following shall constitute a "Default" by Borrower under this Agreement:

(a) Failure to Obtain Approvals or Financing. Borrower fails to receive permits or approvals or obtain financing by the date specified in Article 3 above.

(b) Failure to Construct. Subject to Section 8.13, failure of Borrower to commence and complete construction of the Development within the times set forth in Article 3 above.

(c) Failure to Make Payment. Failure to pay when due the principal and interest payable under the Note and such failure continues for ten (10) days.

(d) Breach of Covenants. Failure to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof by Borrower from Authority or, if the breach cannot be cured within thirty (30) days, Borrower shall not be in breach so long as Borrower is diligently undertaking to cure such breach, and such breach is cured within ninety (90) days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 7, the specific provisions shall control.

(e) Default Under Other Loans. Failure to make any payment or perform any of Borrower's covenants, agreements, or obligations under the documents evidencing

and securing any other financing for the Development following expiration of all applicable notice and cure periods.

(f) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower or seeking any arrangement for Borrower under the bankruptcy law or any applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties, or (iv) directing the winding up or liquidation of Borrower, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or Borrower shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the Authority, the indebtedness evidenced by the Note.

(g) Assignment; Attachment. Borrower shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the Authority, the indebtedness evidenced by the Note.

(h) Suspension; Termination. Borrower shall have voluntarily suspended its business [or, if Borrower is a partnership, the partnership shall have been dissolved or terminated, other than a technical termination of the partnership for tax purposes].

(i) Liens on Property and the Development. The filing of any claim or lien (other than liens approved in writing by the Authority) against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim, lien or notice to withhold for a period of twenty (20) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the Authority.

(j) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development, except that condemnation by the City or Authority shall cause the Loan to accelerate but shall not be a Default.

(k) Unauthorized Transfer. Any Transfer other than as permitted by Article 5.

(l) Representation or Warranty Incorrect. If any representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the Authority in connection with any of the Loan Documents, or in connection with any request for disbursement of Loan Proceeds proves to have been false or misleading in any material adverse respect when made.

Section 7.2 Remedies. The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the Authority or automatically where so specified, relieve the Authority of any obligation to make or continue the Loan and shall give the Authority the right to proceed with any and all remedies available to it under law or equity, including but not limited to the following:

(a) Acceleration of Note. Authority shall have the right to cause all indebtedness of the Borrower to the Authority under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The Authority may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Authority as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower shall be liable to pay Authority on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the Authority in connection with the collection of the Loan and the preservation, maintenance, protection, sale or other disposition of the security given for the Loan.

(b) Specific Performance. Authority shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. Authority shall have the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. The Borrower agrees to reimburse the Authority for any funds advanced by the Authority to cure a monetary default by Borrower upon demand therefore, together with interest thereon at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date of expenditure until the date of reimbursement.

(d) Limited Partner Cure Rights. The Borrower's limited partner shall have the right but not the obligation to cure any default of Borrower under this Loan Agreement and any loan document and Authority agrees to accept any such cure tendered by the limited partner on behalf of the Borrower. Authority shall provide copies of all notices required under this Agreement and the Loan Documents to the Borrower's limited partner as provided in Section 8.7 below.

Section 7.3 Right of Contest. Borrower shall have the right to contest in good faith any claim demand, levy, or assessment the assertion of which would constitute a

Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Authority or the rights of the Authority hereunder.

Section 7.4 Remedies Cumulative. Subject to the non-recourse provisions contained in the Note and this Agreement, no right, power, or remedy given to the Authority by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Authority by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the Authority to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 Relationship of Parties. Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the Authority and Borrower or its agents, employees or contractors, and Borrower shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the purchase of the Property, construction of the Improvements, and operation of the Development, Borrower shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Borrower shall be solely responsible for its own acts and those of its agents and employees.

Section 8.2 No Claims. Nothing contained in this Agreement shall create or justify any claim against the Authority by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction of the Improvements, or the operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction of the Improvements, or the operation of the Development.

Section 8.3 Amendments. No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties.

Section 8.4 Indemnification. Borrower shall indemnify, defend (with counsel reasonably acceptable to Authority) and hold harmless City, Authority, their respective governing board members, officers, employees, agents, volunteers, successors and assigns harmless from and against, and shall pay on demand, any and all losses, liabilities, damages, costs, claims, demands, penalties, fines, orders, judgments, injunctive or other relief, expenses and charges (including reasonable attorneys' fees) all claims made by any third parties against it arising directly or indirectly in any manner in connection with the purchase of the Property, or the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of City or Authority, their members, board-members, officers, employees, agents, successors and assigns. The provision of this Section 8.4 shall survive the making and repayment of the Loan, the expiration of the Term, the Reconveyance of the Deed of Trust, and any foreclosure proceeding, foreclosure sale, or delivery of a deed in lieu of foreclosure.

Section 8.5 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the City or Authority shall be personally liable to Borrower in the event of any default or breach by the City or Authority or for any amount which may become due to Borrower or its successor or on any obligation under the terms of this Agreement.

Section 8.6 No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

Section 8.7 Notices, Demands and Communications. Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered, certified or electronic mail, postage prepaid return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

Authority: Pittsburg Housing Authority
65 Civic Avenue
Pittsburg, CA 94565
Attn: Executive Director

Borrower: Veterans Square, L.P.
1835 Alcatraz Avenue
Berkeley, CA 94703
Attn: Susan Friedland

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted

delivery if undeliverable). Copies of notice, sent to Borrower shall also be sent to any limited partner of Borrower that provides its address pursuant to this Section 8.7.

Section 8.8 Applicable Law. This Agreement shall in all respects be construed and enforced in accordance with laws of the State of California. Borrower agrees that any controversy arising under or in relation to this Agreement or any other Loan Document shall be litigated exclusively in courts having jurisdiction in which the Property is located.

Section 8.9 Authority Status. Borrower recognizes and agrees that Authority is not a commercial lending institution, but a public agency exercising its authority to protect the public health, safety and welfare. Any duties or obligations which a commercial lending institution may have to Borrower shall not apply to this transaction except as set forth herein and in the Loan Documents.

Section 8.10 Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and shall bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the Authority and its successors and assigns.

Section 8.11 Attorneys' Fees. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 8.12 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 8.13 Force Majeure. In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fire; quarantine restrictions; freight embargoes; lack of transportation; or court order; or any other similar causes outside the control of either Party (other than lack of funds of Borrower or Borrower's inability to finance the construction of the Development) beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In no event shall the Authority be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 8.14 Authority Approval. Whenever this Agreement calls for Authority approval, consent, or waiver, the written approval, consent, or waiver of the Executive Director or his or her designee shall constitute the approval, consent, or waiver of the Authority, without further authorization required from the Board of the Authority. The Authority hereby authorizes the Executive Director or his or her designee to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Authority. The Executive Director or his or her designee is also hereby authorized to approve, on behalf of the Authority, request by Borrower for reasonable extensions of time deadlines set forth in this Agreement.

Section 8.15 Waivers. Any waiver by the Authority of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failures by the Authority to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement shall not operate as a waiver of release from any of its obligations under this Agreement. Consent by the Authority to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the Authority's written consent to future waivers.

Section 8.16 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 8.17 Entire Understanding of the Parties. This Agreement and the Loan Documents constitute the entire understanding and agreement of the Parties with respect to the Loan.

Section 8.18 Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been entered into by the undersigned as of the date first above written.

AGENCY:

THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG, a public body, corporate and politic

By:_____
Garrett Evans,
Executive Director

ATTEST:

By:_____
Alice Evenson,
Authority Secretary

APPROVED AS TO FORM:

By:_____
Donna Mooney,
Authority Attorney

BORROWER:

SATTELLITE AFFORDABLE HOUSING ASSOCIATES, a California nonprofit public benefit corporation

By:_____
Susan Friedland, Chief Executive Officer

EXHIBIT A

PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 1, 2, 15 and 16 Block 79, map of Resubdivision of Block 79, City of Pittsburg, filed May 18, 1926 in Map Book 19, page 504, Contra Costa County Records.

APN: 085-182-001

EXHIBIT B

Approved Development Budget

[TO BE PROVIDED BY SAHA FOR HA'S REVIEW AND APPROVAL]

EXHIBIT C

Recording Requested by and when Recorded, return to: Mail Tax Statements to: Housing Authority of the City of Pittsburg 65 Civic Avenue Pittsburg, California 94565 Attn: Executive Director EXEMPT FROM RECORDING FEES PER	

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

CERTIFICATE OF COMPLETION

Pursuant to Section 3.9 of the Loan Agreement ("**Loan Agreement**") by and between the Housing Authority of the City of Pittsburg, a public body corporate and politic (**"Authority"**), and Veterans Square, L.P., a California limited partnership ("**Borrower**"), the Authority certifies that the Borrower has met its obligations under Article 3 of the Loan Agreement. This Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Borrower to any holder of a deed of trust securing money loaned to finance the Development (as defined in the Loan Agreement) or any part thereof and shall not be deemed either a notice of completion under the California Civil Code or a certificate of occupancy.

Housing Authority of the City of Pittsburg,

By: _____
Garrett Evan, Executive Director

(Notarize signature and
attach legal description)

EXHIBIT D

DEVELOPMENT FEES

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

TO: Mayor/Chair and Council/Agency Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of a City Council Resolution Establishing The Digital Office for New Americans and a Pittsburg Power Company Resolution Allocating $50,000 to The Digital Office for New Americans

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The City is proposing to establish The Digital Office for New Americans ("Program") to provide and promote access to educational and community resources and events related to immigration. Pittsburg Power Company ("PPC") is proposing to allocate $50,000 to fund the Program.

FISCAL IMPACT

PPC is proposing to allocate $50,000 from its fund balance to the Program. Up to $11,000 will be set aside to pay for a college intern who will perform the day to day operations. Up to $2,000 will be set aside to pay for the rental of the library community room ($136 per month for room rental and janitorial services). The remaining funds of at least $37,000 will be used to fund various Program activities.

RECOMMENDATION

City Council adopt the City Resolution, establishing The Digital Office for New Americans. The Governing Board of the PPC adopt the PPC Resolution allocating $50,000 from PPC's fund balance to The Digital Office for New Americans.

BACKGROUND

On February 4, 2019, the City Council adopted a minute order approving the creation of an ad-hoc committee for a Community Services Subcommittee (the "Subcommittee"). This concept came from the City Council's goal setting workshop held on January 26, 2019. The focus of this Subcommittee is to further study housing, medical care, homelessness, and immigration. Currently, Mayor Juan Antonio Banales and Councilmember Holland Barrett White serve as Subcommittee members.

SUBCOMMITTEE FINDINGS

Since the Subcommittee's formation, four ad-hoc meetings between staff and Subcommittee members have been held, as well as one roundtable conducted with immigration service providers and practitioners to discuss the needs of both documented and undocumented immigrants. As an outcome of these meetings and roundtable session, staff is proposing to develop a program that would best address the many types of immigration concerns in the community.

The Program and funding allocation were discussed with the Subcommittee during a meeting held on July 26, 2019.

STAFF ANALYSIS

The Program's purpose is to provide information, contacts, and resources pertaining to immigration matters to documented and undocumented persons seeking assistance. The types of services provided would include: 1) providing and promoting information and contacts for available resources via the City's website and handouts and literature placed within public buildings; 3) coordinating events related to immigration issues, either by hosting events or participating with other organizations; and 4) partnering with service providers and practitioners to help with such topics as immigration law, housing, jobs, civil rights, and finance.

Staffing would consist of: 1) Director of Community Services – department head overseeing the Program and acting as the liaison between the Program and the Subcommittee; 2) Senior Administrative Analyst – overseeing the intern performing the day-to-day operations, and acting as the liaison between the intern and the Director of Community Services; and 3) Intern – performing the day-to-day operations, receiving inquiries, , providing responses when possible, and acting as the liaison between the public and the Senior Administrative Analyst.

The City is working with Los Medanos College ("LMC") to hire an LMC student as an intern. The pay range for college student interns is $13.50-18/hour. This intern would work half day, 1-3 days per week. The intern's duties would consists of: 1 creating links on the City's website to information, resources, and events; 2) seeking appropriate community events that are not City-sponsored so that the City may provide an information table, contact other providers to attend the non-City event, or inform elected officials of these events; 3) assisting City staff with City-sponsored events; 4) scheduling meetings and taking notes during meetings between City staff and potential partners who provide assistance in such topics as immigration law, housing, jobs, civil rights, and finance; 5) assisting in the drafting of various documents, and 6) marketing the Program.

The City has already established a relationship with the Immigration Institute of the Bay Area ("IIBA") whereby the City will provide the library community room for two hours, one day per month. The rental fee of the library community room is $40 per hour plus $56 per use for janitorial services; a total of $136 per month or $1,632 per year. The cost of the room rental will be paid by the Program funds.

While this step taken by the City to assist the immigrant community may be small in the beginning, it is a step in the direction of recognizing and providing for the needs of all

Pittsburg residents. With the help of community members and service providers and practitioners, the City hopes to grow the Program so that it may be able to provide the much-needed assistance in the community.

ATTACHMENTS: Resolution – City
Resolution – PPC
The Digital Office for New Americans

Report Prepared By: Maria M. Aliotti, Director of Community Services

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Establishing)
The Digital Office for New Americans) RESOLUTION NO. 19-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on February 4, 2019, the City Council adopted a minute order approving the creation of an ad-hoc committee for a Community Services Subcommittee (the "Subcommittee"). This concept came from the City Council's goal setting workshop held on January 26, 2019; and

WHEREAS, the focus of this Subcommittee is to further study housing, medical care, homelessness, and immigrations. Currently, Mayor Juan Antonio Banales and Councilmember Holland Barrett White serve as Subcommittee members; and

WHEREAS, since the Subcommittee's formation, four ad-hoc meetings between staff and Subcommittee members have been held, as well as and one round table conducted with immigration service providers and practitioners to discuss the needs of both documented and undocumented immigrants. As an outcome of these meetings and roundtable session, staff has proposed to develop a program that would best address the many types of immigration concerns in the community; and

WHEREAS, the City is proposing to establish The Digital Office for New Americans ("Program") to provide and promote access to educational and community resources and events related to immigration; and

WHEREAS, the Pittsburg Power Company ("PPC") is proposing to allocate $50,000 to the Program.

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

Section 1.

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

Section 2.

The City Council hereby adopts the Resolution establishing The Digital Office for New Americans.

Section 3.

Of the $50,000 allocated funds, up to $11,000 will be set aside to pay for a college intern who will perform the day to day operations. Up to $2,000 will be set aside to pay for the rental of the library community room ($136 per month for room rental and janitorial services). The remaining funds of at least $37,000 will be used to fund various Program activities.

Section 4.

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

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

In the Matter of:

Adoption of a Pittsburg Power Company Resolution)
Allocating $50,000 to The Digital Office for New) RESOLUTION NO. 19-
Americans)

The Governing Board of the Pittsburg Power Company DOES RESOLVE as follows:

WHEREAS, on February 4, 2019, the City Council adopted a minute order approving the creation of an ad-hoc committee for a Community Services Subcommittee (the "Subcommittee"). This concept came from the City Council's goal setting workshop held on January 26, 2019; and

WHEREAS, the focus of this Subcommittee is to further study housing, medical care, homelessness, and immigrations. Currently, Mayor Juan Antonio Banales and Councilmember Holland Barrett White serve as Subcommittee members; and

WHEREAS, since the Subcommittee's formation, four ad-hoc meetings between staff and Subcommittee members have been held, as well as and one round table conducted with immigration service providers and practitioners to discuss the needs of both documented and undocumented immigrants. As an outcome of these meetings and roundtable session, staff has proposed to develop a program that would best address the many types of immigration concerns in the community; and

WHEREAS, the City is proposing to establish The Digital Office for New Americans ("Program") to provide and promote access to educational resources and events related to immigration; and

WHEREAS, the Pittsburg Power Company ("PPC") is proposing to allocate $50,000 to the Program.

NOW, THEREFORE, the Governing Board of the Pittsburg Power Company finds and determines as follows:

Section 1.

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

Section 2.

The Governing Board hereby adopts the Resolution allocating $50,000 to The Digital Office for New Americans.

Section 3.

Of the allocated funds, up to $11,000 will be set aside to pay for a college intern who will perform the day to day operations. Up to $2,000 will be set aside to pay for the rental of the library community room ($136 per month for room rental and janitorial services). The remaining funds of at least $37,000 will be used to fund various Program.

Section 4.

The Executive Director is hereby authorized to execute documents and take such further actions as may be necessary or appropriate to carry out the Governing Board's obligations pursuant to this Resolution.

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, Executive Secretary

The Digital Office for New Americans

Purpose:

The Digital Office for New Americans ("Program") is to provide information, contacts, and resources to documented and undocumented persons seeking assistance.

Services:

- Information and contacts on the City's website.
- Handouts and literature in public buildings.
- Coordinate events related to immigration issues by either hosting events or participating in events hosted by other organizations.
- Partner with service providers/practitioners to help with such topics as immigration law, housing, jobs, civil rights, and finance.

Staff:

Director of Community Services – Department head overseeing the Program. Acts as a liaison between the Program and the Subcommittee.

Senior Administrative Analyst – Oversees the intern who performs the day to day operations. Acts as a liaison between the intern and the Director of Community Services.

Intern – Performs the day to day operations. Intern to receive inquiries and when possible, provide responses. Acts as a liaison between the public and the Senior Administrative Analyst.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the 2018-2019 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a "report card" that documents how well the City met its goals in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds during the period of July 1, 2018, through June 30, 2019 (Program Year).

FISCAL IMPACT

The CDBG program is a federally funded program. Activities and staffing expenses associated with the program are paid by HUD.

RECOMMENDATION

City Council adopt the Resolution approving the 2018-2019 CAPER for submission to HUD.

BACKGROUND

HUD regulations require the City to submit the CAPER to report on the CDBG activities and programs undertaken during the Program Year. These activities were previously approved on June 18, 2018, by Resolution 18-13500 in the 2018-2019 Annual Action Plan.

The CAPER provides a concise summary of the CDBG funding available and expended in the Program Year. These monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2015-2020

Consolidated Plan (2015-2020 Consolidated Plan) and those that met the national community development goals and objectives.

As required, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2015-2020 Consolidated Plan. In addition, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and used for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives

SUBCOMMITTEE FINDINGS

The item was not presented to a subcommittee.

STAFF ANALYSIS

The preparation of the CAPER consists of an analysis of the year-end reports submitted by the subrecipients. These reports provide a summary of each subrecipient's program goals accomplished, problems encountered, and success stories.

Activities undertaken during the Program Year consist of the following:

- $107,218 was expended by nine (9) agencies funded under the Public Services category. The Public Service activities funded included programs catering to seniors, youth, homeless, battered women and their children, and people without medical insurance to improve accessibility to services for Pittsburg residents. A total of 2,076 low income residents were served.

- $176,368 was expended towards Code Enforcement to help improve declining neighborhoods by addressing property conditions that contribute to blight. A total of 2,608 housing units received code violations and 1,259 violations were corrected.

- $57,226 was expended towards Economic Development activities that provide job training and placement along with programs that assist micro-enterprises. A total of 31 low income residents were served. Out of the 31 residents, six (6) became employed with the company that signed up as employer partners.

- $225,201 was expended towards Infrastructure and Public Facilities improvements that included installation of 29 curb ramps in target areas to improve accessibility.

- $101,541 was expended towards land acquisition for the Veteran's Square rental housing project. The project will consist of 30 residential units residential; 28 one-bedroom units and two (2) two-bedroom units, with a washer and dryer per every ten units. Thirteen (13) of the one-bedroom units and one (1) of the two-bedroom units will be designated for very low-income veterans and their families. The project will also have on-site services provided by a qualified provider experienced in serving the veteran population.

- $119,228 was expended under the Housing Rehabilitation program. A total of seven (7) applicants went through the review process; however, only five (5) residents

received a loan for the renovation of their home. Below are the results of all applicants reviewed:

- One (1) applicant became unemployed during the review process. Therefore, the applicant no longer met program qualifications since they did not have income to substantiate having new loan.
- One (1) applicant had three (3) liens on their property. Therefore, applicant did not meet program qualifications requiring the City be in the second lien position.
- Five (5) applicants received loans.

- $132,579 was expended for Program Administration and Planning.

The City utilized its CDBG funds to assist low to moderate income residents. The targeted total persons or households to be served were 2,718 during the Program Year. The year-end total number of persons or households served were 5,361. CDBG funds allow the City to create a more livable, better functioning, and attractive community for its residents.

As required, the public comment period commenced on August 29, 2019, and ended on September 13, 2019. Copies of the draft 2018-2019 CAPER were made available for review during normal business hours in the City Clerk's office, at the Pittsburg Public Library, and on the City's website. Interested parties were encouraged to send comments on the draft 2018-2019 CAPER during the comment period or attend the public hearing.

ATTACHMENTS: Resolution
2018-2019 CAPER

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Approving the 2018-2019 Community	)	RESOLUTION NO. 19-
Development Block Grant Consolidated Annual	)	
Performance and Evaluation Report	)	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year; and

WHEREAS, the CAPER is a "report card" that documents how successful the City was meeting its goals during the period of July 1, 2018, through June 30, 2019 (Program Year), in helping lower income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds; and

WHEREAS, the CAPER provides a concise summary of the CDBG funding available and expended in the Program Year; and

WHEREAS, these monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2015-2020 Consolidated Plan (2015-2020 Consolidated Plan) and those that met the national community development goals and objectives; and

WHEREAS, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2015-2020 Consolidated Plan; and

WHEREAS, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and used for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives; and

WHEREAS, the City complied with public participation requirements by soliciting comments and holding a public hearing on September 16, 2019; and

WHEREAS, the City will submit a final version of the CAPER, incorporating all public comments received to HUD on or before September 30, 2019.

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

Section 1.

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

Section 2.

The public comment period on the CAPER is hereby closed.

Section 3

The City Council hereby approves the CAPER.

Section 4.

The City Manager and/or his designee is hereby authorized to take such further actions as may be necessary or appropriate to carry out the City Council's obligations pursuant to this Resolution.

Section 5.

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

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____

Juan Antonio Banales, Mayor

ATTEST:

_____

Alice E. Evenson, City Clerk

2018-2019

Community Development

Block Grant

DRAFT

Consolidated

Annual Performance

and Evaluation Report

City of Pittsburg

65 Civic Avenue

Pittsburg, CA 94565

Duns Number: 1979275128

SUBMITTED TO HUD ON SEPTEMBER _____

Public Review and Comment Period:

August 29, 2019 – September 13, 2019

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This Consildated Annual Performance and Evaluation Report CAPER) covers the accomplishments under the Community Development Block Grant (CDBG) program for the period of July 1, 2018 to June 30, 2019 (Program Year). It is the City's goal to utilize CDBG funds to improve the quality of life for Pittsburg residents; especially the low and moderate income population.

Activities undertaken during the Program Year consist of the following:

- $107,218 was expended by nine (9) agencies funded under the Public Services category. The Public Service activities funded included programs catering to seniors, youth, homeless, battered women and their children, and people without medical insurance to improve accessibility to services for Pittsburg residents. A total of 2,076 low income residents were served.

- $176,368 was expended towards Code Enforcement to help improve declining neighborhoods by addressing property conditions that contribute to blight. A total of 2608 housing units received code violations and 1259 violations were corrected.

- $57,226 was expended towards Economic Development activities that provide job training and placement along with programs that assist micro-enterprises. A total of 31 low income residents were served. Out of the 31 residents, 6 became employed with companies that signed up as employer partners.

- $225,201 was expended towards Infrastructure and Public Facilities improvements that included installation of 29 curb ramps in target areas to improve accessibility.

- $101,541 was expended towards land acquisition for the Veteran's Square rental housing project. The project will consist of thirty (30) residential units residential; twenty-eight (28) one-bedroom units and two (2) two-bedroom units, with a washer and dryer per every ten units. Thirteen (13) of the one-bedroom units and one (1) of the two-bedroom units for a total of fourteen (14) units, will be designated for very low-income veterans and their families. The project will also have certain on-site services provided by a qualified service provider experienced in serving the veteran population.

- $119,228 was expended under the Housing Rehabilitation program. A total of 7 applicants went through the review process. However, only five (5) residents received a loan for the renovation of their home. Below are the results of all applicants reviewed:

    - 1 applicant became unemployed during the review process. Therefore, applicant no longer met program qualifications since they did not have income to substantiate having new loan.
    - 1 applicant had three liens on their property. Therefore, applicant did not meet program qualifications since City requires to be in second lien position.
    - 5 applicants received a loan.

- $132,579 was expended for Program Administration and Planning.

CDBG funds allow the City to create a more livable, better functioning, and attractive community for its residents.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
AH 1 - Housing Rehabilitation	Affordable Housing	CDBG: $500,000	Homeowner Housing Rehabilitated	Household Housing Unit	15	11	73.33%	5	5	100.00%
AH 2 - Code Enforcement	Affordable Housing	CDBG: $735,000	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	5000	5248	104.96%	1000	2608	268.80%
AH-3 Increase Affordable Supportive Housing Supply	Affordable Housing	CDBG: $101,541	Rental units constructed	Household Housing Unit	29	0	0.00%	29	0	0.00%
CD-1 General Public Services	Non-Housing Community Development	CDBG: $86,190	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3500	2993	85.51%	850	740	87.06%
CD-2 Non-Homeless Special Needs Population	Non-Homeless Special Needs	CDBG: $54,500	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	443	66.40%	100	111	111.00%
CD-3 Youth	Non-Housing Community Development	CDBG: $86,190	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1250	1818	145.44%	130	226	173.85%
CD-6 Economic Development	Non-Housing Community Development	CDBG: $450,000	Public service benefits other than Low/Moderate Income Housing Benefit	Persons Assisted	50	57	114.00%	2	6	300.00%

CD-6 Economic Development	Non-Housing Community Development		Jobs created/retained	Jobs	0	0	0	0	0	0
CD-6 Economic Development	Non-Housing Community Development		Businesses assisted	Businesses Assisted	50	71	142.00%	29	25	86.21%
CD-6 Economic Development	Non-Housing Community Development		Other	Other	12	14	116.67%	0	0	0.00%
CD-7 Infrastructure/Public Facilities	Infrastructure/Public Facilities	CDBG: $660,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25000	15131	0.00%	640	640	100.00%
H 1 - Shelter for Homeless Population	Homeless	CDBG: $86,190	Public service benefits other than Low/Moderate Income Housing Benefit	Other	0	0	0	80	273	341.25%
H 1 - Shelter for Homeless Population	Homeless	CDBG: $86,190	Homeless Person Overnight Shelter	Persons Assisted	386	645	167.10%	24	31	129.17%
H2 - Services for Homeless (Non-Shelter Related)	Homeless	CDBG: $86,190	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	2726	109.04%	500	696	139.20%
H2 - Services for Homeless (Non-Shelter Related)	Homeless		Tenant-based rental assistance / Rapid Rehousing	Households Assisted	260	245	94.23%	0	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2015-2020 Consolidated Plan identifies a list of housing and community development needs. A Strategic Plan was produced to establish the priority of needs and objectives specific to Pittsburg. The objectives are intended to meet the identified priority needs. There were three priority needs category identified in the 2015-2020 Consolidated Plan:

- **Affordable Housing** – It is a priority to maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.

During the Program Year, $119,228 was expended for the Housing Rehabilitation Program which provides low-interest rehabilitation loans to Pittsburg homeowners for the purpose of improving their property.

• Maximum loan available is $30,000.

• Health and safety hazards will be given top priority for consideration in the program.

• Loan funds may be used for various improvements, but are required to fall under the category of health and safety, property maintenance, functional obsolescence, energy efficiency, or removal of architectural barriers for the disabled. Common repairs permitted under this loan program include, but are not limited to: new roofs and gutters; electrical and plumbing upgrades; and installation of ramps and grab bars.

The Code Enforcement Program expended their full grant amount of $176,368 . This program assist in home and neighborhood preservation of deteriorating, lower income areas through the comprehensive inspection and enforcement of all State and municipal statutes and regulations related to the reduction and removal of substandard and dangerous housing as well as property conditions, which contribute to slum and blight and disruptive criminal behavior and activity

- **Non - Housing Community Development** - Non-housing community development needs are those public service, infrastructure, economic development, and other development needs in the community that have an important impact on the living conditions of Pittsburg residents.

A total of $389,646 was expended towards the public service, economic development, and infrastructure categories. The purpose of addressing a

community's non-housing needs, in addition to its housing needs, is to help create more livable, better functioning, and more attractive communities by integrating economic, physical, environmental, community, and human development programs in a comprehensive and coordinated fashion so that families and communities can thrive while working together.

- **Homeless Strategy -** Homelessness is a result from a combination of factors related to the socioeconomic systems and personal and family issues. The City is committed to working with the County Continuum of Care (CoC) in its effort to reduce homelessness throughout the county.

The City understands that homelessness is a regional issue. Therefore, sharing pooled resources provides a more effective method in addressing a regional issue. Health, Housing, and Homeless Services (H3) is the administrator for the Contra Costa Homeless Continuum of Care (CoC), a collaborative of local agencies that addresses housing and homelessness in the county. As the administrator, H3 provides strategic direction and coordination of funding and programmatic oversight of CoC programs. As the CoC lead agency, H3 is responsible for:

• advancing partnerships with service providers, community leaders, and stakeholders;

• building capacity with local and federal resources;

• implementing and managing CoC initiatives;

• administering the Coordinated Entry System (CES);

• maintaining the Homeless Management Information System (HMIS);

• coordinating CoC funding and programmatic oversight; and,

• measuring and reporting outcomes through HUD Performance Measures and evaluation efforts.

City staff attends H3 meetings regularly to ensure it is kept abreast of the homeless strategy in the county in order to make a positive impact. A total of $16,260 of CDBG funds were expended towards the Interfaith Council of Contra Costa County - Winter Nights Emergency Family Shelter. Winter Nights is an emergency shelter for homeless families supported by hundreds of volunteers from member faith communities throughout central Contra Costa County. Beginning in October and open until June, the shelter location moves from congregation to congregation every two weeks during the cold winter months. Each participating faith community

provides nighttime shelter (usually in a social hall but sometimes in a sanctuary), three meals a day, volunteer tutoring for school children and weekend activities for the clients. Tents are provided to each family for privacy while living in the shelter, and each person receives a sleeping bag which they can take when they leave. A paid professional staff person is on duty 24 hours a day during the Winter Nights season. The shelter capacity is approximately 30 people per night.

In addition, $15,479 of CDBG funds were expended towards the Contra Costa County Health Services - Health, Housing and Homeless Services Division's Coordinated Outreach Referral and Engagement (CORE) program .The focus of the CORE program is to target high-risk, hard-to-reach chronically homeless individuals, transition-aged youth, and families living outside who typically do not access services. CORE uses a client-centered, "whatever it takes" approach to build rapport and engage persons into services that aims to get them off the streets and stabilized. CORE teams consist of two outreach workers, two outreach team leads, and an outreach coordinator. Outreach staff are trained in core principles and practices of trauma informed care, motivational interviewing and espouse a housing first philosophy. Knowing that those who live outside are resistant to engaging, outreach teams take this client-centered perspective with the understanding that trust must come before services are delivered, and trust and relationship building takes patience and time.

Three CORE teams operate over an 18 hour period during the day and evening. Two or three person outreach teams go out in a systematic pattern within an established service area (East, Central, and West County) to contact chronically homeless individuals living on the streets, provide face-to-face outreach and engagement, and information necessary to address behavior contributing to their homelessness.

Services and support include but is not limited to delivering basic needs supplies such as socks, hygiene kits, and emergency food. CORE teams will complete housing and service assessments in the field (VI-SPDAT), facilitate the completion and submission of Medi-Cal, CalFresh, and/or SSI applications and related documentation for eligible persons; link persons to shelter and Coordinated Assessment Referral and Engagment (CARE) centers; and assist local law enforcement, communities, and businesses in non-enforcement types of responses where appropriate, and connect individuals to the Mental Health Transitions Team for mental health needs and non-psychiatric emergencies. Additionally, CORE teams will work in close collaboration with Health Care for the Homeless outreach medical staff to identify and engage homeless individuals in need of medical care. The evening outreach team will be able to assess and initiate referrals for direct shelter placement at night and refer and transport individuals to the warming centers for respite from the cold and to receive food, light meals, do

laundry and phone access.

The City also works with the CoC by having one Pittsburg Police Officer assigned on the Mental Health Evaluations Team (MHET) and by supporting the Health Care for the Homeless Team. MHET assists persons who recently had a mental health crisis by linking them to services to diminish the likelihood of another crisis.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	718
Black or African American	265
Asian	57
American Indian or American Native	44
Native Hawaiian or Other Pacific Islander	33
American Indian/White	2
American Indian/Black	16
Asian/White	2
Black/White	21
Other	259
Total	**1417**
Hispanic	751
Not Hispanic	666

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Information regarding race is important because it is a statistic used to guide funding decisions in programs that support equal opportunity in education, assess fairness of employment practices under the Civil Rights Act, and help ensure everyone has equal access to health care.

The table below shows Pittsburg's racial make up.

Race and Ethnic Composition	Number	Percentage
White alone (not Hispanic)	12,684	20.00%
Black or African American alone (not Hispanic)	10,756	17.00%
American Indian and Alaskan Native alone (not Hispanic)	202	0.30%
Asian alone (not Hispanic)	9,654	15.30%
Native Hawaiian or Other Pacific Islander alone (not Hispanic)	614	1.00%
Some other race alone (not Hispanic)	177	0.30%
Two or More Races (not Hispanic)	2,336	3.70%
Persons of Hispanic Origin	26,841	42.40%
Data from 2010 Census		

2018 ACS estimates Pittsburg's population at 72,439. 2013-2017 ACS 5-year estimates

shows 22,184 total housing units and median income at $66,739. With the Census 2020 fast approaching, Pittsburg will be able to see how it compares to the 5-year estimates.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Public – Federal	$999,474	$919,363

Table 3 – Resources Made Available

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Pittsburg	100	100	Citywide

Table 4 – Identify the geographic distribution and location of investments

Leveraging

Explain how Federal funds leveraged additional resources (private, State and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City leverages Federal, State, and local resources to the greatest extent feasible to assists with the needs identified in the 2015-2020 Consolidated Plan.

The City's Police Department received the following grants which enabled the City to provide the support in various areas, such as Code Enforcement.

Tabacco Grant	$141,034
State of Ca Office of Traffic Safety – DUI Grant	$90,000
Local Law Enforcement Block Grant - JAG	$16,896
Supplemental Law Enforcement Grant	$100,000

The City also has a 5-year Capital Improvement Program (CIP) that serves as a planning instrument for construction of new facilities and infrastructure, expansion, rehabilitation, or replacement of existing City and Successor Agency owned assets. For the Program Year, the City received grants from various Federal, State, and local resources totalling $6,793,000 towards 4 capital improvement projects.

OBAG II	$4,528,000
TDA Range Road Sidewalk Widening	$65,000
HSIP 9 Citywide Traffic Signal Improvement Project	$1,065,600

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Number of households to be supported	One-Year Goal	Actual
Homeless	No goal identified in the Program Year.	Not applicable.
Non-Homeless	No goal identified in the Program Year.	Not applicable.
Special Needs	No goal identified in the Program Year.	Not applicable.
Total		

Table 5- Number of Households

Number of households supported through	One-Year Goal	Actual
Rental Assistance	0	0
The Production of New Units	0	0
Rehab of Existing Units	3	5
Acquisition of Existing Units	**0**	**0**
Total	**3**	**5**

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

A major obstacle with affordable housing production in Pittsburg is the inability to provide assistance in the form of financial incentives or land which in past were used to encourage the construction of affordable housing developments. Due to the dissolution of the former Redevelopment Agency of the City of Pittsburg and with the heavy competition for State and Federal funding, affordable housing projects in Pittsburg have been reduced tremendously.

The number of affordable housing units have changed due to foreclosures. The current number of affordable housing units in Pittsburg under each income category are as follows:

Moderate – 575, Low – 234, Very Low – 246, and Extremely Low – 35 = 1090 total units

These numbers do not reflect affordable housing units that are not deed restricted. For example, there are residential units participating in the Section 8 program that are not accounted for because they are not deed restricted but are leasing to low income families.

There are currently 1,123 units participating in the Section 8 program including VASH vouchers; only four of which are deed restricted.

In an effort to produce affordable housing, Pittsburg is part of the HOME Consortium with Contra Costa County. Based on the expected HOME grant over the 2015-2020 planning period, the Contra Costa County Consortium anticipates providing 80 units of affordabe housing. Unless additional subsidies are identified, the housing will be affordable to very-low and low income households. Providing permanent supportive housing for the homeless and other extremely-low income households is a priority but may not be achievable with the current funding sources.

Goals:

1)Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income, very low-income, and low-income households by increasing the supply of decent, safe, and affordable rental housing.

Stoneman Apartments, a 230 unit multi-family housing complex that is affordable to low and very-low income households has an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants which required the owner to assure that no fewer than 228 of the residential units in the project are available for occupancy by low-income households (90% of the units) and very low-income househlds (10% of the units) for a period of not less than 55 years. The additional two units would be set aside for use by on-site employees and would not be income restricted. Stoneman Apartments opened up for occupancy in December 2018 and became fully leased in June 2019.

2) Increase Affordable Supportive Housing Supply. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.

The City strives to meet the community's housing needs in various way. A mix of housing opportunities that accommodates a demographically diverse population helps to create a sustainable community, a community with income and age diversity. The City understands the importance of partnerships when it comes to expanding the housing opportunities for the residents of Pittsburg. The Housing Authority of the City of Pittsburg (Housing Authority) administers 175 Veteran Affairs Supportive Housing (VASH) vouchers and has agreed to provide a loan for up to $780,000 for the financing of the Veterans Square housing project. In addition, CDBG funds were expended for land acquisition for the Veterans Square project. The developer has partnered with Satellite Affordable Housing Associates to build the project.

Discuss how these outcomes will impact future annual action plans.

For 2018-2019, $101,541 of CDBG funds were expended for land acquisition for the Veterans Square project where.rents will range from 30% Area Median Income (AMI) to 50% AMI. The project will have certain on-site services provided by a qualified service provider experienced in serving the veteran population. Therefore, the service provider may be eligible to apply for future CDBG funds that can be utilized to enhance services.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	1091	Not applicable.
Low-income	326	Not applicable.
Moderate-income	0	Not applicable.
Low Mod Area Benefit	3944	Not applicable.
Total	**5361**	**Not applicable.**

Table 7 – Number of Persons Served

.

Narrative Information

Fortunately, Pittsburg has its own Housing Authority that can help in the efforts to address "worst case needs" and progress in meeting the needs of persons with disabilities. It is the Housing Authority's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies of its Administrative Plan. The Housing Authority has two local preferences 1) Pittsburg resident and 2) Veteran status. Each preference has been determined after a public hearing in accordance with applicable federal regulations. Applicants that qualify for a local preference shall be ranked in the following order: 1) any household family member who lives, works, or has been hired to work, or attending school in the city 2) veteran or surviving spouses of veterans. Preference is given for admission of a single person who is 62 years or older or person with disabilities over other single persons. In accordance to the Quality Housing and Work Responsibility Act of 1998, each fiscal year, the Housing Authority will reserve a minimum of seventy-five percent (75%) of its Section 8 new admissions for families whose income does not exceed thirty percent (30%) of the area median income or as HUD refers to these families as "extremely low-income families". The Housing Authority will admit families who qualify under the extremely low-income limit to meet their income targeting requirement, regardless of preference.

Pittsburg believes in a regional approach when addressing our community's housing needs. We continue to foster relationships with various agencies in the county and provide these resources to the community.

1) Home Match - Helps homeowners with extra rooms connect with home seekers who need an affordable place to live, creating a win-win situation.

2) Catholic Charities of the East Bay - Rooted in compassion and human dignity for all, Catholic Charities of the East Bay works with youth, children, and families to promote self-sufficiency, strengthen families and pursue safety and justice.

3) Destination Home - Provides 12 units of permanent supportive housing for chronically homeless, disabled individuals. Participants of the project receive a safe, permanent place to live as well as wrap-around services to help stabilize their lives. Case management, assistance enrolling in mainstream benefits and services, and access to peer support groups are all part of a larger continuum of services that allow individuals to work through many of the issues that led to their homelessness while simultaneously moving toward a more sustainable future.

4)Permanent Connection - Provides subsidized permanent housing linked to services for homeless youth with chronic mental illness, HIV/AIDS, or developmental or physical disabilities. Youth over the age of 18 receive wrap-around support services that assist them to not only maintain, but also thrive in their housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City continues to participate in the countywide effort to assist the homeless population by funding services that take proactive steps to implement the CoC strategy for the homeless. CDBG monies funded the CORE program. CORE teams served as an entry point into the coordinated entry system for unsheltered persons and work to identify, engage, stabilize and house chronically homeless individuals and families. They provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to CARE Centers. The CORE staff have built trusting relationships with hard to reach clients. CORE staff have been able to link people to services and continue to coach and educate individuals and families on health, safety and sanitation. CORE teams also established connections with agencies to coordinate services and work together to support the homeless population. These partnerships helped to get individuals and families access to health, mental health, and dental services; connect individuals and families to shelters, and drug and detox programs. The program provided services to 273 Pittsburg residents.

The City has its own homeless team which comprises of staff from various departments including the Police Department, Environmenatl Services, Engineering, Public Works, City Attorney and Community Services. This team meets monthly to discuss current issues that are affecting its residents which includes the homeless population and sets strategies that can help the community as a whole. Police officers that are in direct contact with the homeless population provide food vouchers, clothing and in some cases, vouchers for lodging at a local motel. The Police officers have established relationships with many of the homeless people in the community and have identified a select few that have the potential to overcome certain barriers so that they can be integrated back to society. The City group have discussed the option to provide opportunities for these select few by offering part time job positions within our Public Works Department. This will be a work in progress and highly depends on the individual's determination to make a change.

Addressing the emergency shelter and transitional housing needs of homeless persons

CDBG funds were expended to address shelter needs for the homeless population. The Interfaith Council of Contra Costa County - Winter Nights Emergency Family Shelter is an emergency shelter for homeless families that operates from October to June. The program provides food, tutoring, transportation, case management, housing placement

assistance to homeless families. This year was the fifteenth season of Winter Nights, which began in 2004. Its goal of providing a warm, safe place to sleep and three meals a day for 75 to 100 families each year and assisting with the search for sustainable housing was met this year. Not all families found homes, and some were unable to adapt to the shelter rules or had mental health needs that were not met. However, 85% of the people who lived in the shelter for more than two weeks moved into sustainable housing. The program provided services to 19 Pittsburg residents.

That percentage does not include the 34 people who participated in the Parking Lot Program (PLP) from January through April. Of the 34 people approved for the PLP, 23 or 68% were from Pittsburg. The PLP seems to be an efficient 'feeder' into the shelter. It was noticed last year that families living in their cars were reluctant to go into a shelter or even be known to the county (through HMIS) because they feared CPS and losing their children since they were living in their cars. But as they got to know the PLP staff and the Program Manager, people became more accepting of shelter. Winter Nights staff are strongly committed to the PLP because they have heard from families the dangers and the difficulty of providing basic needs while living in cars.

The City used CDBG funds for STAND! For Families Free of Violence (STAND!). STAND!'s emergency shelter can accommodate up to 24 women and their children fleeing life-threatening violent relationships at no cost for up to 3 months. As part of a continuum of care at STAND!, the shelter provides clients with access to comprehensive supportive services, including food, clothing, social and legal advocacy, vocational assistance, child care, housing referrals, and evidence-based counseling – transitioning clients toward independence. The program provided services to 12 Pittsburg residents.

CDBG funds were also used for the St. Vincent De Paul Rotacare clinic that is operated at the St. Vincent De Paul facility in Pittsburg. This program not only offers free medical care but also serves as a day time shelter for homeless families. A feeding program is also within walking distance from the facility and offers hot meals for these families.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Contra Costa County's Coordinated Entry System (CES) allows service providers to efficiently and effectively connect people to interventions which aim to rapidly resolve their housing crisis. CES aims to help consumers with fewer roadblocks and fewer vulnerabilities obtain housing with short-term supports while connecting the highest

needs, most vulnerable persons in the community to available housing and supportive services. CES is comprised of a variety of programs to serve those at-risk of homelessness, currently homeless, and formerly homeless people now housed in permanent supportive housing. The goal of CES it to move people from access points, and for those with higher needs, to housing services. The CES is has a prevention/diversion screening tool to be used by Contra Costa Crisis Center (2-1-1) and other crisis service entry points into our system to identify clients on the brink of homelessness and connect them to prevention and mainstream services. Clients are connected to prevention providers throughout the County.

AB 109 - Reentry: The CoC has two discharge plans for former inmates, the Reentry Strategic Plan and Realignment Plan. The Reentry Strategic Plan focuses on: 1) housing-focused discharge planning prior to release; 2) formalized pre-release planning that identifies service needs & connects prisoners with community-based service providers; and 3) enrollment in public benefits at least 90 days prior to release. Realignment Plan provides: 1) pre-release "reach-in" assessments, case management and referrals to housing resources, and 2) individualized treatment plans for mental health/substance abuse issues, linked with housing services. training, substance abuse treatment & childcare. Under AB109, probationers have five days upon prison release to report to their Probation Officer (PO) to review their probation orders. At their initial meeting, the PO determines whether the individual received “custody” mental health services and/or was released with a 30 day supply of psychotropic medications. POs may then offer the individual a referral to Mental Health Services to be assessed for their voluntary continuation of medications and need for focused forensic case management services. There is also coordination with the Parole and Community Team (PACT), comprised of service providers, police & the California Department of Corrections Regional Parole Board, to link newly released ex-offenders with resources like housing, education, employment, job training, substance abuse treatment & childcare.

The St. Vincent de Paul’s RotaCare is a free medical clinic and received $15,479 of CDBG funds. This free medical clinic is staffed with a team of volunteer medical professionals including physicians, pharmacists, pharmacy technicians, nurses, health educators, bi-lingual translators, social workers, receptionists and administrative assistant. They provide medical care and preventative services to uninsured and low income residents of Pittsburg. They directly improved availability and access to health services and reduced health disparities for low income and underserved residents. A total of 568 people were assisted during this Program Year.

Countywide Discharge Coordination Policy

FOSTER CARE: When foster youth age out of the foster care system, the County links them to the Independent Living Skills Program (ILSP). ILSP includes workshops that prepare youth for emancipation (money management, education, computer skills, home management, and social skills), employment assistance, non-McKinney-Vento housing and retention services, and an individualized transition plan out of foster care. In addition, foster youth can elect to remain in foster care or return to care after emancipation (but before turning 21) to receive a two-year housing subsidy, which can be used in a market rate unit, student housing, or congregate living. This is a State program that all foster youth and former foster youth are able to access.

HEALTH CARE: Hospital discharge protocol, adopted by the CoC and by all hospitals in the County, states: 1) Hospitals will not discharge people who are not ambulatory or not capable of caring for themselves; 2) prior to discharge, the hospital will seek a pre-discharge assessment from a Healthcare for the Homeless (HCH) nurse; 3) the HCH nurse will assess the viability of a respite placement and make a recommendation accordingly; 4) prior to discharge, the hospital will ensure that a patient has an appointment for follow-up medical care; 5) the hospital will discharge the patient with enough medications and/or supplies for at least 7 days; and 6) the hospital will ensure that the patient leaves with all of their belongings and is appropriately clothed.

ALCOHOL AND OTHER DRUGS SERVICES 1.) AOD works in partnership with the Behavioral Health Benefits Unit to enroll clients in Medi-Cal immediately upon release from a facility. 2.) AOD works to reduce the early termination rate among formerly incarcerated individuals in Substance Use Disorder (SUD) treatment. Coupled with training, AOD continues to adapt program policies and procedures which support successful engagement of this population while adhering to regulatory State mandates. AOD continues to assist and encourage providers to develop/form/create linkages/agreements/MOUs with primary care and mental health and housing for provision of services to AOD clients. A Housing Specialist is available at the Discovery House by the Homeless program to help clients prepare housing arrangements before discharge and support long-term recovery.

MENTAL HEALTH: Clients treated by the County Behavioral Health Division are regularly reviewed for readiness and prepared for discharge into environments that provide stepped-down levels of care. The Department holds a weekly Bed Committee where all institutionalized consumer's discharge plans are prepared. Discharge planning responsibilities fall to the Clinic managers for those consumers currently receiving services and to the Mental Health Transition Team (consisting of managers, a psychiatrist, RNs, clinicians and peer providers) for those patients not otherwise connected to the County system. State hospitals discharge to Institutes for Mental

Disease (IMD)/Skilled Nursing Facilities (SNF) and not to HUD CoC funded programs. Persons discharged from IMDs/SNFs are placed in Crisis Residential/Transitional Residential Services (CR/TRS), and those discharged from Acute Inpatient Facilities (AIFs) are released to appropriate settings, such as the Respite Center at the County's Adult Emergency Shelter. Those exiting CR/TRS are discharged to independent, shared or supported (e.g. Board & Care) housing. State Mental Health Services Act (MHSA) funds also pay for 79 housing units for homeless discharges with severe mental illness.

RESPITE CENTER - Philip Dorn Respite Center in our neighboring city of Concord is a twenty-four (24) bed shelter for homeless adults who are leaving the hospital and have health care needs that cannot be met in the emergency shelter environment. This is a collaborative project with Health Care for the Homeless and local hospitals.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

SHORTENING LENGTH OF TIME OF BEING HOMELESS: The biggest barrier to reducing the length of time individuals and families experience homelessness is the lack of affordable housing. The Contra Costa Built for Zero campaign, in partnership with Multi-faith ACTION Coalition, has improved landlord engagement by identifying landlords willing to rent to homeless veterans and chronically homeless families. The Contra Costa Coordinated Entry System uses the VI-SPDAT (which includes length of time of being homelessness as measure of vulnerability). Available housing is prioritized for those that experience homelessness the longest.

CHRONICALLY HOMELESS: This year's Contra Costa County Point in Time Count (PIT) was a full census capturing housing status information for the night of January 29, 2019. On this night there were 128 unsheltered homeless individuals in Pittsburg. Chronically homeless consumers are generally the most difficult to move from the streets and back into housing. Chronic consumers are those experiencing homelessness for at least a year, or repeatedly over the last three years, while also struggling with a disabling condition such as serious mental illness, substance use disorder, or physical or cognitive disability. Almost 1/3 (n=1,800 households) of adults in the homeless system of care are chronically homeless. PIT data is a less reliable indicator of chronic homelessness because it is based on selfreport during data collection; consumers are more likely to report to service providers because of their rapport with staff and because staff have been trained to seek information with best practices for trauma-informed care. Only 27% of PIT

respondents reported both disability and experiencing homelessness for at least a year. The county began tracking chronicity in a By-Name List in March of 2018. Many of the chronically homeless consumers became homeless in their youth; eight percent of CORE consumers who were interviewed reported becoming homeless as minors. The length of time respondents experienced homelessness ranged from two weeks to 28 years

FAMILIES WITH CHILDREN: Families and youth are often considered the “hidden homeless,” because they are less likely to access traditional homeless services and thus become identified as homeless consumers. Families and youth might “double-up” or “couch-surf” as an alternative to utilizing shelters or sleeping in uninhabitable locations. In an effort to identify the needs of youth and families that are unstably housed, H3 worked with community agencies and service providers to conduct interviews of families, youth in families, and unaccompanied youth. This summary includes both literally homeless as well as those that are unstably housed providing a unique glimpse into the at-risk population that is not captured via CoC Service Data or PIT Data.

VETERANS: The PIT count identified 114 Veterans and Service data identified 496 Veteran served in homeless programming during 2018. Veterans in the CoC are 48% White and 39% African American. Thirty-six percent of Veterans served in the CoC are chronically homeless. Contra Costa County tracks in-flow and out-flow of Veterans on a monthly basis using a ByName List. This list captures all Veterans who have used a homeless service during the three months prior to the report period and have not had a program exit (this captures all “active” consumers). During 2018, the number of Veterans identified on the monthly By-Name List decreased 17% from 199 Veterans in January to 164 in December. The Veteran population utilizing CoC services has decreased during 2018 due to more robust case management using the By-Name List and dedicated permanent supportive housing for Veterans.

UNACCOMPANIED YOUTH/TRANSITION AGED YOUTH (TAY): The CoC’s 2018 Annual Report identified that many TAY became homeless before even hitting adulthood. More than 2/3 of TAY respondents reported living in foster care at one point during their childhood, and many felt that having a poor transition plan from foster care contributed to their homelessness as young adults. It is important to understand how many people utilize the system of care at a given time, as well as monthly in-flow (the number entering) and out-flow (the number of people leaving the system of care).

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Housing Authority provides rental subsidy to the maximum extent allowable. Funding is awarded by the Federal government to subsidize low-income families with their rent and utilities. The number of families the Housing Authority can assist is determined by the annual contract contribution awarded. Factors in determining the number of units available to assist eligible families are based on average housing assistance payments, fair market rents established by HUD, and administrative costs. With this in mind, for FY 18/19, the Housing Authority received $16,553,459. These funds were used to subsidize 948 Section 8 recipients and 175 VASH vouchers.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority counsels clients who are interested in becoming homeowners by sharing information on the Homeownership Voucher Program. Eligible candidates are provided monthly mortgage subsidy upon the purchase their first home. The Housing Authority uses its normal voucher program payment standard schedule to determine the amount of subsidy. The housing assistance payment (HAP) is the lesser of either the payment standard minus the total tenant payment or the family's monthly homeownership expenses minus the total tenant payment. The Housing Authority may make the HAP payment directly to the family or to the lender.

During the Program Year, several Section 8 tenants applied for the City's First Time Homebuyer Program. The City is committed to increasing homeownership opportunities for its resident and recognizes the need to provide down payment and non-recurring closing costs assistance for persons/families to obtain affordable housing. The First Time Homebuyer Program provides a loan up to $20,000 in down payment assistance.

- Non-recurring closing cost such as credit report, escrow, recording fees, title report, and title insurance may be included in the loan. However, loan may not exceed $20,000.
- The loan bears a three percent (3%) interest with a term of 30 years. Repayment of the loan is deferred until the property changes title or is refinanced for cash out.
- The borrower will be required to pay at least 1 percent (1%) of the purchase price and must provide evidence of pre-approval from a primary lender.
- Program eligibility will be based on income requirements.
- Borrower(s) must complete a Homebuyer Education class through a HUD certified counseling agency.

While applicants were approved for the First Time Homebuyer Program, the challenge

was finding a house within the approved price range. The median price of homes in Pittsburg is in the low $400,000. However, due to the funding source for the First Time Homebuyer Program, applicants are only allowed to spend 30% of their monthly household income on housing expenses which includes utilities and maintenance allowance. Unfortunately, the approved applicants most often do not have enough monthly household income to allow them to go up to the $400,000 price range. Therefore, their choices are very limited and in some cases, there is no inventory at their price point.

Actions taken to provide assistance to troubled PHAs

The Housing Authority, operating the rental subsidy program, was a high performer during the Program Year. Therefore, no actions were taken.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The provision of adequate and affordable housing is an important goal of the City. As a result, the City has proactively implemented a variety of programs, incentives, and development standards to encourage the development, maintenance, and improvement of affordable housing.The City offers incentives for on-site compliance as outlined in City's Municipal Code Section 18.86.060. Incentives include:

- Allowing affordable units to be at most 10 percent smaller in square footage than market rate units.
- Allowing ownership units to be constructed on smaller lots.
- Allowing affordable units to have a fewer number of bathrooms and have different interior design, finishes, and features than market rate units in the same residential development.
- A reduction in off-street parking requirements for affordable units provided that the development is located downtown or within walking distance, generally ½-mile of transit facilities.
- Deferment of parkland, traffic mitigation, and other City fees.
- Provides for a density bonus for affordable housing projects.

In addition, to provide an incentive for the development of larger family units (four or more bedrooms), developers are offered credit toward the inclusionary requirement of one and one-quarter per larger family unit. On November 15, 2004, the City Council adopted Ordinance No. 04-1229 adding Chapter 18.86, Inclusionary Housing, to the Municipal Code. The Inclusionary Housing Ordinance contains minimum requirements for provision of affordable units within developments. The purpose of the City's Inclusionary Housing Ordinance is to establish minimum requirements, incentives, and alternative measures by which to ensure the provision of safe, decent, and affordable housing for all segments of the City's population, regardless of household income. This ordinance is only enforced on for sale units and not on rental housing.

The Successor Agency owns properties that are developable for housing projects. The City works with interested Developers by providing the following incentives:

- Providing incentives to developers who assist the City in meeting affordable housing needs, including units to accommodate special needs households:

female-headed households, seniors, disabled, developmentally disabled, large families, emancipated youth, seasonal and temporary workers, and the homeless
- Utilizing public funds to increase the supply of housing affordable to extremely low-, very low-, low-, and moderate-income large family households
- Prioritizing public funds for the development of housing affordable to extremely low income households for identified special needs groups
- Providing fee waivers and allow fee deferrals until issuance of a Certificate of Occupancy for developers constructing affordable housing developments and/or developers providing housing and programming serving identified special needs populations
- Assisting non-profit developers in seeking fee credits when redeveloping sites for affordable housing and/or housing developments serving an identified special needs population
- Giving priority in processing project applications with an affordable housing component and/or serving an identified special needs population

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City is committed to taking action to address obstacles to meeting underserved needs. Special needs groups such as elderly/frail elderly, persons with disabilities, and persons who are victims of domestic violence live throughout the city. Given that these special needs populations have various obstacles to accessing housing and services, Pittsburg will continue to provide CDBG funds for housing rehabilitation activities, public facility/infrastructure improvements, and public service activities that improve the quality of life for special needs groups.

CDBG funds Contra Costa Senior Legal Services (CCSLS). CCSLS is a private, nonprofit agency that has been providing free legal services to older residents of the county since 1976. Thousands of seniors have benefited from these services which have enabled them to stay in their homes, to become eligible for and to retain public benefits, to recover real and personal property wrongly taken from them, and to obtain relief from physical, financial, and emotional abuse. CCSLS seeks to provide the broadest possible access to its services. It prioritizes those areas of law relevant to the needs of older residents of the County, especially those not otherwise addressed by other legal services programs. During the Program Year, CCSLS served 111 Pittsburg seniors.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Facts about Lead Poisoning in Contra Costa County

More than 800 children with elevated blood lead levels have been identified in Contra Costa. Most of these children have been identified in the last eleven years because of routine screening.

- 475 children had lead levels between 10 - 14 µg/dL.
  161 children had lead levels between 15 - 19 µg/dL.
  158 children had lead levels between 20 - 44 µg/dL.
  6 children had lead levels of 45 µg/dL or higher.
- About 46% of the children are from the Richmond/San Pablo area.
  Another 26% of the children are from the Pittsburg/Antioch area.
  10% are from the Concord area.
  The rest live throughout the County, in areas as diverse as El Cerrito, Crockett, Brentwood, and San Ramon.

More than 63% of lead-poisoned children in Contra Costa have been under the age of 3 years. Most are one- and two-year olds.

Who's at Risk and Why?

- Low income children
  Nationwide data show that young children in publicly-assisted programs such as MediCal are at much higher risk for lead poisoning.
- Children living in old, deteriorating housing
  Lead-based paint is still the major source of childhood lead poisoning.
  More than half of Contra Costa cases have been linked to lead-based paint.
  Statewide percentages are even higher.
- Children of any income living in older housing that is being renovated or repainted
  Activities that disturb lead-based paint and create lead dust are very dangerous, especially for young children. They can also harm adults, including workers and owner-occupants engaged in do-it-yourself projects.

There are over 97,000 housing units built before 1960 in Contra Costa.
Because Contra Costa has experienced such rapid housing growth, percentages of old housing have declined overall. As the tables below show, older housing is not evenly distributed, and even within a community there are areas where the high-risk older housing is more concentrated. (State and federal agencies recommend targeted screening of all young children, regardless of income, in communities where > 27% of housing was built before 1960.)

Percentages of Pre-1960 Housing in Selected Central & East County Cities*

City	Percentage of Pre-1960 Housing - Citywide -	Percentage of Pre-1960 Housing- Selected Census Tracts -
Antioch	17%	61% (CT 3071.02)
Brentwood	9%	28% (CT 3031)
Concord	27%	66% (CT 3300)
Lafayette	52%	53% (CT 3480)
Martinez	27%	81% (CT 3170)
Orinda	56%	64% (CT 3540.01)
Pittsburg	21%	73% (CT 3100)
Pleasant Hill	34%	57% (CT 3230)

* Based on 2000 U.S. Census data

The City will continue to protect residents from lead-based paint hazards in housing funded with CDBG funds by conforming to HUD regulations 24 CFR Part 35. This regulation addresses the need to reduce or eliminate lead-based paint hazards in federally owned housing and housing receiving Federal funds. The City requires its subrecipients to agree to include requirements for compliance with this regulation. The City requires that recipients of homeowner rehabilitation funds sign HUD's Notification for Lead Based Paint and that any abatement required be included in the home's repairs.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Pittsburg employs a variety of strategies to help alleviate poverty in the city, including efforts to stimulate economic growth and job opportunities, and to provide residents with the skills and abilities required to take advantage of those opportunities. Pittsburg uses a

portion of its CDBG funds to provide grants to non-profit agencies to operate the Public Service programs that serve the low- income population including the homeless in the community.

One of the most significant efforts taken by the City to reduce persons living below the poverty level is funding several agencies that provide economic development programs and services for persons within the community who are extremely- or very low- income. In particular, the City believes by funding economic development programs, such as Contra Costa Child Care Council, Opportunity Junction's Job Training and Placement, Open Opportunities Future Build Program, and Workforce Development Board's Small Business Development Center, it plays a role in reducing the number of persons below the poverty line by providing them the avenue and resources to obtain the skills and training needed to be competitive in the job market or become qualified business owners.

In addition, Opportunity Junction's Technology Center provides low-income workers, job-seekers, and seniors with accessible training in computer applications, English as a Second Language, typing, and Spanish. The Technology Center, operates Monday through Thursday from 6 pm to 9 pm and also offers free access to computers and the Internet.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Contra Costa County Consortium was formed by the County of Contra Costa and the cities of Antioch, Concord, Pittsburg and Walnut Creek to develop a collaborative approach to administering and implementing the goals and objectives of the respective CDBG programs. The Contra Costa County Consortium members coordinate consolidated Planning efforts and have developed a streamlined process for applying for CDBG/HOME/ESG funds that allow applicants to complete one application for multiple jurisdictions and, once funded, complete one periodic performance report for all funding jurisdictions. This joint effort has eased the administrative burden for subrecipients and allows jurisdictions to easily share information. Furthermore, the Contra Costa County Consortium established a multiple-year funding cycle that has greatly reduced the time spent on completing and reviewing applications for both subrecipients and CDBG/HOME staff respectively.

Each entitlement jurisdiction in the Contra Costa County Consortium completes its own annual planning and allocation process, including preparation and completion of its Annual Action Plan and CAPER. These planning efforts have a high degree of coordination with the Contra Costa County Consortium members working together to closely align CDBG allocations, helping to maximize funding and to ensure collaboration between agencies.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Contra Costa County Consortium jurisdictions work on strategies and actions designed to overcome identified impediments and eliminate problems of housing discrimination. The Contra Costa Interagency Council on Homelessness (CCICH) works with local jurisdictions, public and private agencies, the interfaith community, homeless advocacy groups, and other community organizations to implement the CoC to alleviate homelessness. The majority of the City's goals and objectives within the 2015-2020 Consolidated Plan and Annual Action Plan are met through activities that are carried out by subrecipients that are primarily public and private agencies within the County, including non-profit organizations. There is ongoing concern about the long-term capacity of the non-profit community during these severe budgetary times and their ability to comply with often complex Federal regulations and requirements in implementing federally funded programs. Pittsburg will continue to support these agencies by providing technical assistance, helping to establish collaboration between agencies and with funding, when possible.

Pittsburg works closely with public and private affordable housing providers as well as with Contra Costa County's Public Health, Behavioral Health and Homeless Services departments, and various agencies to coordinate the allocation of funds to best meet the needs of the City's low to moderate income residents and the special needs population. This coordination leverages CDBG funds to maximize their impact.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Contra Costa County Consortium is required to conduct an Analysis of Impediments to Fair Housing Choice (AI) and to periodically review that analysis and update it as necessary. Each AI is reassessed and reevaluated with each consolidated plan. Together, the members of the Contra Costa County Consortium have collaborated to jointly plan for the housing and community development needs of the County as a whole.

The purpose of an AI is to review conditions in the jurisdictions that may impact the ability of households to freely choose housing and to be treated without regard to race, ethnicity, religion, gender, national origin, source of income, age, disability, or other protected status. The AI reviews the general state of fair housing, the enforcement of fair housing law, efforts to promote fair housing, access to credit for the purpose of housing, and general constraints to the availability of a full range of housing types. An AI also examines the affordability of housing in the jurisdiction with an emphasis on housing affordable to

households with annual incomes classified as low income and less. Low income is defined as equal to or less than 80 percent of the adjusted Area Median Income as most recently published by HUD.

The AI not only identifies impediments to fair housing choice, but also makes recommendations to overcome the effects of those impediments and will serve as the basis for fair housing planning, providing essential information to staff, policy makers, housing providers, lenders, and fair housing advocates, and assisting with garnering community support for fair housing efforts. An update of the AI was completed and approved the the Contra Costa County Consortium in 2017.

Impediments

1. Education and public perception. Inadequate information on fair housing issues and a lack of understanding about the potential extent of housing discrimination exists.

2. Housing affordability. The high cost of housing and the extreme burden of those costs, particularly for renters, present a barrier to fair housing choice. Also, low vacancies and lack of affordable housing options contribute to these issues. Concentration of the limited affordable housing supply is also a fair housing concern.

3. Home purchase loan denials. Significant disparity between races and ethnicities in loan denial rates exists. Minorities are more likely to be denied loans than whites, even in high income categories.

4. Disability and elder care issues. Availability and access to housing for individuals with physical and mental disabilities is a rapidly emerging impediment to fair housing. Further, insufficient education and enforcement around issues of reasonable accommodations results in discrimination against individuals with disabilities.

5. Local Building Approvals. Lengthy, complex and extensive local review and approval processes discourage construction of affordable housing. Local governments sometimes require separate approvals for every aspect of the development process and sometimes stipulate public hearings that invite community opposition, which can have the same effect as exclusionary zoning.

Recommendations

To address impediments identified in the study, the report offers a set of recommendations for consideration.

1. Increase public awareness of Fair Housing rights. The Contra Costa County Consortium could strengthen efforts to make the public aware of fair housing rights and further emphasize how reporting fair housing violations can have positive outcomes. This would include providing communities information on fair housing laws and policies, model zoning ordinances, and advice from other communities that have succeeded in overcoming regulatory impediments to fair housing choice.

2. Improve financial assistance for high housing costs and cost burden to both buyers and renters through direct and indirect financial assistance programs. There are a variety and volume of programs available to low-/moderate-income people. Real estate professionals, lenders and rental property owners often do not know what is available and what qualifications are for the various programs. All could benefit from more information on the availability of home financing and rental subsidy programs (including both tenant-based and project-based subsidies). In order to increase the number of households who are served by these programs, there needs to be additional funding and increased efficiencies in program delivery. Members of the Contra Costa County Consortium could support efforts to increase funding through local, State and Federal initiatives; lower development costs of new affordable housing; and allow for innovative housing options such as tiny homes and accessory dwelling units.

3. Review Home Purchase Loan Denial Figures with Local Lenders Significant disparity between races and ethnicities in loan denial rates exists. Minorities are more likely to be denied loans than Whites, even in high income categories. The Contra Costa County Consortium should further research the extent of these issues and review this information with Fair Housing Organizations and local lenders. Both members of the Contra Costa County Consortium and the Fair Housing Organizations should report the disparate impact to lenders, encourage lenders to examine loan approval policies and procedures within that context, identify causes of denial, and indicate what affirmative steps, as appropriate, that lenders might take to address this apparent issue. Members of the Contra Costa County Consortium have some established networks such as the Home Equity Preservation Alliance and lists of preferred lenders that may be able to serve as a base for growing outreach on these issues.

4. Increase Access to Special Needs Housing. The Contra Costa County Consortium should gather more information of this emerging impediment and determine the extent to which the available supply of supportive housing is limited particularly for individuals with physical and mental disabilities. Members of the Contra Costa County Consortium should examine and develop more formal policies and procedures regarding reasonable accommodation and better inform landlords, especially small rental property owners.

Promoting best practices for alternative types of special needs/elderly housing and considering policy changes may be in order. Shaping community attitudes as described in the first recommendation may also be necessary to confront this barrier.

5. Review municipalities planning code and offer incentives. The Contra Costa County Consortium should encourage local governments to examine the review and approval processes that discourage construction of affordable housing with respect to elements that have the unintended consequence of impeding such development. As observed in the findings, local governments sometimes require separate approvals for every aspect of the development process and sometimes stipulate public hearings that result in community opposition, which can have the same effect as exclusionary zoning. Local building and zoning codes could be modified to simplify local processes for building approvals and more effectively encourage construction of affordable housing as well as special needs housing.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City continues its monitoring of subrecipients and projects to ensure compliance with program and comprehensive planning requirements. The City performs on-site monitoring of CDBG subrecipients. Monitoring efforts are coordinated for subrecipients that are jointly funded by other jurisdictions within the Contra Costa County Consortium. The City works directly with the other jurisdictions to analyze which subrecipients need to be monitored and the Contra Costa County Consortium takes a tag team approach in conducting the on-site monitoring to minimize duplicative efforts. The purpose of the monitoring is to ensure the activities and programs achieve their approved objectives in a manner which is consistent with Federal regulations. If there is a lack of performance or the subrecipient does not meet goals, the City will continue site visits and investigate further until a resolution is reached.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Consistent with Federal requirements, a draft of the CAPER document was prepared and made available to the public. A notice informing the public of the availability of the draft CAPER was published in both English and Spanish in the East County Times on August 29, 2019. The notice was also displayed on the City's website during the public review period. A copy of the notice is attached to this report. Copies of the draft 2018-2019 CAPER was made available for review during normal business hours in the City Clerk's office, at the Pittsburg Public Library, and on the City's website.

No comments were received during the public review period or the public hearing held on September 16, 2019.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to Pittsburg's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Stoneman Laboratories LLC, AP-18-1371.

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

This is a public hearing on a request for City Council approval of: 1) commercial cannabis permits to allow for the use of cannabis within medical and nonmedical consumer product manufacturing at 557 Clark Avenue (Assessor's Parcel No.: 088-250-050); and 2) an operating agreement between the City and the Stoneman Laboratories LLC.

FISCAL IMPACT

Adoption of the proposed operating agreement would require Stoneman Laboratories, LLC ("Stoneman Labs") pay the City a cannabis business tax of 5% on all gross receipts up to $10,000,000; 2.5% on all gross receipts between $10,000,001-$20,000,000; 2% on all gross receipts between $20,000,001-$50,000,000; 1% on all gross receipts between $50,000,001-$100,000,000; and 0.5% on all gross receipts over $100,000,000. Based on the applicant's projections, the City estimates this could potentially result in general fund revenues in excess of $100,000 a year for the term of the agreement.

RECOMMENDATION

City Council adopt a resolution approving the requested commercial medical and nonmedical commercial cannabis permits and attached operating agreement.

BACKGROUND

In 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry. On November 8, 2016, the voters of the State of California passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("Prop 64"), while the voters of the City of Pittsburg approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City. As approved by the voters, the maximum

marijuana business tax rate is 10% on all marijuana related transactions. In 2017, the State Legislature enacted the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), which harmonized MMRSA and Prop 64. Marijuana remains illegal under federal law, with the exception of hemp.

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

On July 16, 2018, the City Council approved Resolution 18-13504 approving an operating agreement and permits for Canyon Laboratories, LLC, to operate a commercial cannabis manufacturing and distribution facility in a separate building on the subject parcel (780 Clark Avenue); however, Canyon Laboratories is no longer planning to operate at 780 Clark Avenue.

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

Public Notice: While not required, on or before September 6, 2019, a notice of the September 16, 2019, public hearing for this project was posted at City Hall and at or near the proposed project site; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to all owners of property within 300 feet of the project site, to local service agencies expected to provide services to the business, and to individuals who had previously filed written request for such notice. In addition, a copy of the notice was posted on the “Public Notices” section of the City’s website.

SUBCOMMITTEE FINDINGS

On June 28, 2019, staff presented the proposed project to the Land Use Subcommittee, noting that the proposal was consistent with the current Pittsburg Municipal Code regulations specifying that commercial cannabis operations be located a minimum 600 feet from schools, youth centers, day care centers, parks, or libraries. The Subcommittee, regarding this particular proposal, raised questions regarding potential volatile chemical usage during the extraction process, and stressed general security and safety needs for all commercial cannabis businesses. The applicant, who was present and spoke at the meeting, stated that no volatile chemical would be used during the extraction process.

On July 30, 2019, a subsequent Land Use Subcommittee meeting was held, where this project was again presented. Due to security concerns, staff did not present details of the security plan or project plans but provided a brief overview of general security requirements. The Subcommittee did not have further questions or concerns during the meeting.

STAFF ANALYSIS

Project: Stoneman Labs is requesting approval of commercial cannabis permits to allow for manufacturing and distribution of medical and nonmedical cannabis products. Stoneman Labs is requesting permits to operate as: 1) a Type 7 Manufacturer of medical cannabis products; 2) a Type 7 Manufacturer of nonmedical cannabis products; 3) a Type 11 Distributor of medical cannabis products; and 4) a Type 11 Distributor of nonmedical cannabis products.

The applicant is proposing to accept raw cannabis materials (commonly referred to as “trim,” which is generally comprised of the plant remains after the pruning, cleaning, and sorting of the cannabis buds or “flowers” which are commonly sold through dispensaries) which would then be placed into processing equipment that would utilize carbon dioxide (CO2) to extract Cannabidiol (CBD) and Tetrahydrocannabinol (THC). The extracted CBD and THC would be inserted into product formulations, batched, packaged, and shipped from the site to approved, legal destination points. The proposed use would operate initially with day and swing shifts but is requesting the ability to operate 24 hours a day if demand necessitates such. All cannabis would be kept in secure storage areas, which would only be accessed by authorized personnel.

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

Operating Plan: As part of the proposed Operating Agreement, the applicant is required to submit an operating plan which details procedures and requirements the applicant would follow on a day-to-day basis. The operating plan establishes practices to assure and control cannabis quality. This requires Stoneman Labs to, among other things:

1. provide a list of responsible parties and employees;
2. provide a floor plan and process map showing where cannabis material would be delivered, stored, extracted, manufactured, packaged and shipped;
3. require licensed delivery services for all shipping;
4. make all necessary site improvements, including potentially providing a new refuse containment area;
5. specify all chemicals used and products manufactured;
6. keep records of all cannabis material shipments, from acceptance to final distribution;
7. dispose of all waste and by-products per state and local requirements; and
8. provide a hazardous materials management plan (HMMP) to the necessary agencies.

The applicant would also be required to submit to the City a list of all employees of the business, and consent to background checks by the Police Department as necessary.

Security Plan: The operating agreement also includes a security plan that has been reviewed and approved by the Police Department. In general, the security plan would require, among other things, the applicant to:

1. ensure a licensed and bonded security guard is present at all times during operation;
2. make all inventory, testing, or other logs as required by the operating agreement available to the Police Department upon request;
3. maintain a professionally installed and monitored security system with 24-hour monitoring and 360-degree coverage;
4. use of commercial-grade locking mechanisms and card readers at any location cannabis is stored and all ingress/egress points of buildings;
5. submit to background checks as required by the Police Department; and
6. ensure that one manager-level employee remain on-call at all times in case of emergency.

The Chief of Police may also require the operator to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, limiting the amount of cannabis material stored on site, or such other measures as determined necessary by the Chief of Police at the business owner's sole expense.

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

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

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

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

5. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the City.

Analysis: As previously mentioned, the proposed project site is the location of a previously approved commercial cannabis business that has since decided not to locate on the subject parcel, meaning this area was previously determined to be an appropriate location for such a use. The proposal being considered incorporates all the previously recommended operational and security requirements, as well as additional measures determined by the Police Department to be necessary. Once operational, Stoneman Labs estimates a substantial number of jobs, including those requiring college degrees, would be created.

As part of this proposal, the applicant is proposing to extract THC and CBD from raw cannabis material; however, the applicant has agreed to limit the type of raw material being extracted from to “trim,” defined within the Operating Agreement as the remnant plant matter resulting from the pruning of cannabis plants, and generally does not include cannabis flower or cannabis buds. Staff concludes that, in conjunction with the approved security plan, significant measures have been taken to ensure security and public safety.

ATTACHMENTS:

1. Proposed Resolution
2. Proposed Operating Agreement (portions redacted)
3. Map of Surrounding Uses
4. Public Hearing Notice

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement to Allow for Manufacturing and Distribution of Cannabis Products at 780 Clark Avenue, for "Stoneman Laboratories LLC, AP-18-1371."	RESOLUTION NO. 19-_____

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on September 17, 2018, Pat O'Keefe, on behalf of Stoneman Laboratories, LLC, filed Planning Application Nos. 19-1371, requesting approval of: 1) commercial cannabis permits to allow for the use of cannabis within medical and nonmedical pain management and consumer product manufacturing at 557 Clark Avenue (Assessor's Parcel No.: 088-250-050); and 2) an operating agreement between the City and the Stoneman Laboratories LLC; and

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

WHEREAS, in 2017, the State Legislature enacted the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), which harmonized MMRSA and Prop 64. Marijuana remains illegal under federal law, with the exception of hemp; and

WHEREAS, on June 18, 2018, the City Council adopted Resolution 18-13496, establishing and imposing the marijuana business tax rate which shall be ten percent (10%) on marijuana businesses gross receipts, unless otherwise modified by City Council resolution; and

WHEREAS, the proposal by Stoneman Laboratories was brought before the Land Use Subcommittee on June 28, 2019, and July 30, 2019. During the study session, the City Council and Planning Commission were presented background information on Stoneman Laboratories' proposed operation. The Subcommittee, regarding this particular proposal, raised questions regarding potential volatile chemical usage during the extraction process, and stressed general security and safety needs for all commercial cannabis businesses; and

WHEREAS, while not required, on or before September 6, 2019, a notice of the September 16, 2019, public hearing for this project was posted at City Hall and at or near the proposed project site; was delivered for posting at the Pittsburg Library; and was

mailed via first class or electronic mail to the applicant, to the property owner, to all owners of property within 300 feet of the project site, to local service agencies expected to provide services to the business, and to individuals who had previously filed written request for such notice. In addition, a copy of the notice was posted on the "Public Notices" section of the City's website; and

WHEREAS, on September 16, 2019, the City Council held a public hearing to consider the proposed application and operating agreement, at which time oral and/or written testimony was considered.

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

Section 1. Findings

A. Based on the City Council Staff Report entitled, "Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Stoneman Laboratories, AP-18-1371," dated September 16, 2019, and based on all the information contained in the City files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

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

3. The applicant has not made any false or misleading statements or omissions during the application process.

4. The proposed operating agreement with Stoneman Labs will ensure that the commercial cannabis operation is consistent with the all regulations imposed by Chapter 5.70 of the Pittsburg Municipal Code and State law.

5. It is in the best interest of the City to issue commercial cannabis permits to the applicant, in that the operating agreement will require the applicant pay a cannabis business tax in the amount of: 5% on all gross receipts up to $10,000,000; 2.5% on all gross receipts between $10,000,001-$20,000,000; 2% on all gross receipts between $20,000,001-$50,000,000; 1% on all gross receipts between $50,000,001-$100,000,000; and 0.5% on all gross receipts over $100,000,000. This potential tax revenue would result in additional General Fund revenues, which would help the City reach and maintain its financial goals. The operating agreement and issuance of commercial cannabis permits will also allow a new business within the City of Pittsburg to utilize cannabis in product manufacturing, consistent with General Plan Economic Development goals and policies that call for maintaining and enhancing an attractive climate for conducting business in Pittsburg (Goal 6-G-4), and will also support the City's continued effort to develop a research and development use and

to promote economic diversification, ensure appropriate location, and maximize growth opportunities, while retaining and expanding existing businesses (6-P-12).

6. Potential threats to public health and safety will be sufficiently mitigated, in that the proposed operating agreement includes a security plan approved by the City's Chief of Police, which requires, among other things, the applicant to: 1) ensure a licensed and bonded security guard is present at all times during operation; 2) make all inventory, testing, or other logs as required by the operating agreement available to the Police Department upon request; 3) maintain a professionally installed and monitored security system with 24-hour monitoring and 360-degree coverage; 4) use of commercial-grade locking mechanisms and card readers at any location cannabis is stored and all ingress/egress points of buildings; 5) submit to background checks as required by the Police Department; and 6) ensure that one manager-level employee remain on-call at all times in case of emergency. The Chief of Police may also require the operator to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, limiting the amount of cannabis material stored on site, or such other measures as determined necessary by the Chief of Police at the business owner's sole expense.

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

B. The Staff Report entitled, "Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Stoneman Laboratories, AP-18-1371," dated September 16, 2019," is referenced hereto as additional support for findings.

Section 2. Decision

Based on the findings set forth above, the City Council hereby approves an Operating Agreement with Stoneman Laboratories LLC, as well as commercial cannabis permits allowing the operator to function at 557 Clark Avenue as: 1) a Type 7 Manufacturer of medical cannabis products; 2) a Type 7 Manufacturer of nonmedical cannabis products; 3) a Type 11 Distributor of medical cannabis products; and 4) a Type 11 Distributor of nonmedical cannabis products.

Section 3. Execution of Agreement

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

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

OPERATING AGREEMENT BETWEEN
THE CITY OF PITTSBURG
AND
STONEMAN LABORATORIES LLC

THIS OPERATING AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2019 (the "Effective Date"), by and between the City of Pittsburg, a California municipal corporation ("City") and Stoneman Laboratories LLC, a California Corporation ("Licensee").

RECITALS:

A. On September 17, 2018, Pat O'Keefe, on behalf of Stoneman Laboratories LLC, filed Planning Application No. 18-1371, requesting approval of a Commercial Cannabis Permit in order to allow for use of cannabis within medical and nonmedical consumer product manufacturing.

B. On November 8, 2016, the voters of the City of Pittsburg approved Measure J, allowing for implementation of a Marijuana Business Tax of up to 10 percent on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future.

C. In 2017, the State Legislature enacted the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), which harmonized MMRSA and Prop 64. Marijuana remains illegal under federal law, with the exception of hemp.

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

E. On May 21, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 in order to allow for use of cannabis within medical and nonmedical product manufacturing. The adopted changes to Title 18 were consistent with

those adopted by the City Council as part of the Title 5 amendment process, and also modified the use definition of "food and drug processing," to specifically include commercial medical and nonmedical cannabis businesses, and added a limitation to specify that businesses utilizing cannabis as a primary or accessory use are not required to obtain a use permit, but rather shall comply with the requirements prescribed by Title 5 (including obtaining a Commercial Cannabis Permit along with an operating agreement, business operating plan, and security plan approved by the City Council), and prohibits onsite tasting, sampling, or retailing of cannabis products to or by the public.

F. On June 18, 2018, the City Council adopted Resolution No. 18-13496, establishing and imposing the marijuana business tax rate of up to 10 percent on marijuana businesses gross receipts.

G. In 2018, the state agencies responsible for promulgating regulations to implement the California Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) issued final regulations.

H. While not required, on September 16, 2019, the City Council held a public hearing, considered oral and/or written testimony and adopted Resolution No. 19-_____, approving the requested Commercial Cannabis Permits.

AGREEMENT

1. DEFINITIONS.

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

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

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

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

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

1.5 "Cannabis Business Tax" means the Marijuana Business Tax as defined by Chapter 3.10 of the Pittsburg Municipal Code.

1.6 “Cannabis Flower” or “Cannabis Bud” means the trichome-covered part of a female cannabis plant.

1.7 “CBD” means Cannabidiol derived from cannabis.

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

1.9 “City Council” means the City Council of the City of Pittsburg.

1.10 “City Manager” means the City Manager of the City of Pittsburg, or their designee.

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

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

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

1.14 “Licensee” means Stoneman Laboratories LLC.

1.15 “Municipal Code” means the Municipal Code of the City of Pittsburg.

1.16 “Operating Plan” means the operating plan defined by Title 5 of the Municipal Code.

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

1.18 “Security Plan” means the security plan defined by Title 5 of the Municipal Code, as approved by the Pittsburg Chief of Police.

1.19 “State” means the State of California.

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

1.21 “THC” means tetrahydrocannabinol derived from cannabis.

1.22 “Trim” means the remnant plant matter resulting from the pruning of cannabis plants, and generally does not include cannabis flower or cannabis buds.

2. GENERAL ACKNOWLEDGMENTS.

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

3. GENERAL PROVISIONS.

3.1 Property Description. See Exhibit A.

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

3.3 Commercial Cannabis Permit. Licensee is permitted to operate as: 1) a State of California Type 7 Manufacturer of medical cannabis products; 2) a State of California Type 7 Manufacturer of nonmedical cannabis products; 3) a State of California Type 11 Distributor of medical cannabis products; and 4) a State of California Type 11 Distributor of nonmedical cannabis products at the location described in Exhibit A and Exhibit B of this Agreement, commonly known as 557 Clark Avenue, and as further specified below. Prior to commencing production, distribution, or testing of any cannabis or cannabis products, Licensee shall provide the City Manager documentation certifying issuance of all required State of California licenses for such cannabis-related operations. Licensee shall be responsible for maintaining these licenses in good standing at all times during its operations within the City.

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

3.5 Expiration of Term. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect, unless the duration of the Agreement is extended by an amendment approved by the City Council.

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

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

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

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

3.10 Prevailing Requirements. Licensee shall comply with all State of California permitting requirements, including but not limited to submittal of a security plan to the State licensing agency. In the event of a conflict between any state or local regulation, the more restrictive requirement, as determined by the City Manager, shall prevail.

4. OPERATING PLAN.

4.1 Responsible Parties. Prior to operation of the commercial cannabis business, the applicant shall submit to the Chief of Police or his designee, an exhibit listing the names, addresses, telephone numbers, and responsibilities of the business owner and manager-level employees of the business ("Responsible Parties"). This list shall remain confidential. Any changes to this list shall be submitted to the Chief of Police as soon as reasonably possible. These changes shall not be considered an amendment to this agreement, and shall not require any prior approval.

4.2 Employee List. Prior to operation of the commercial cannabis business, the applicant shall submit to the Police or his designee, an exhibit listing the names, addresses, telephone numbers, and responsibilities of all employees not considered Responsible Parties. All employees must be twenty-one (21) years of age or older. This list shall remain confidential. Any changes to this list shall be submitted to the Chief of Police as soon as reasonably possible. These changes shall not be considered an amendment to this agreement, and shall not require any prior approval.

4.3 Hours of Operation. Licensee shall be permitted to operate twenty-four hours a day. The Chief of Police shall reserve the right to place restrictions on the hours of operation at any time if determined, in the sole discretion of the Chief of Police, that operation of the business during certain hours of the day have been the cause of negative impacts to public safety or quality of life. As specified in Exhibit E, Licensee shall ensure a licensed and bonded security guard is present during all hours of operation.

4.4 Transportation Plan. Licensee shall only transport cannabis and/or

cannabis products via a trucking service(s) holding an applicable and valid State of California License. Deliveries within the City shall be made only to those locations identified within subsection 3.1 of this Agreement. Deliveries outside the City shall be made only to approved, legal destination points. [redacted]. All deliveries shall be subject to all applicable requirements of Exhibit E. All transportation activity must comply with the California Medicinal and Adult-Use Cannabis Regulation and Safety Act and implementing regulations as may be amended from time to time.

4.5 Mitigation Measures. Licensee acknowledges that minimizing the impacts on neighboring properties of the business, as well as the public health, is paramount. Licensee shall implement the following measures to mitigate potential negative impacts:

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

4.6.2 All existing chain-link fencing at the property comprising Assessor’s Parcel Number (APN) 088-250-050 shall be properly maintained and finished with vinyl privacy slats. All fencing shall meet the requirements of Municipal Code Title 18, “Zoning,” as applicable. Licensee shall be responsible for obtaining all necessary permits from the City of Pittsburg Community Development Department prior to installation, including but not limited to design review and building permits. The final design and location of the fence shall be subject to approval by the Planning Division.

4.6.3 Licensee shall construct a covered refuse collection enclosure for use solely by the occupants of the building generally referred to as 557 Clark Avenue. This refuse collection enclosure shall be subject to all requirements of Municipal Code Title 18, “Zoning,” as applicable, including any discretionary review.

4.6.4 The City reserves the right to require additional measures be taken to ensure proper refuse collection at the 557 Clark Avenue location if the City Manager determins that the existing enclosure does not provide adequate or secure refuse storage space, including but not limited to an additional and/or expanded trash enclosure, larger bins, increased number of bins, and/or additional pickups to the maximum amount provided by the City-contracted refuse collection company. All enclosures shall meet the requirements of Municipal Code Title 18, “Zoning,” as applicable. Licensee shall be responsible for obtaining all necessary permits from the City of Pittsburg Community Development Department prior to any and all necessary construction. All changes to an existing enclosure shall be subject to approval by the Planning Division.

4.6.5 Licensee shall opt into and maintain enrollment in the Marin Clean Energy

(MCE) “Deep Green” or “Local Sol” Programs, or similar programs offered by MCE.

4.6 Cannabis Quality Control/Quality Assurance. Licensee shall at all times comply with state law including but not limited to the manufactured cannabis safety regulations at 17 California Code of Regulations Sections 40100 et seq. Licensee shall adhere to manufacturing practices as set forth in Title 21 of the Code of Federal Regulations, Parts 210, 211, 225, and 226.

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

4.8 Employee Screening. Licensee shall require all prospective employees to submit to a live scan at a designated service provider and a background check by the California Department of Justice (DOJ) and local law enforcement. The cost of the background check shall be borne by the Licensee or the prospective employee. Licensee shall not employ any person in violation of PMC sections 5.70.052 and 5.70.161.

4.9 Extraction. [redacted]. At no time shall any cannabis material be placed within the refuse collection area for regular pickup.

4.10 Manufacturing Process. [redacted]. Items shall then be shipped to designated locations. City and Licensee recognize that both volatile and nonvolatile products will be manufactured and handled at 557 Clark Avenue. Volatile products which may be used are listed in Exhibit C.

4.11 Chemical Usage. See Exhibit C.

4.12 Manufactured Products. See Exhibit D.

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

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

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

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

5. SECURITY PLAN.

The Security Plan was reviewed by the Chief of Police or their designee as of the effective date of this agreement, and is attached hereto and incorporated herein as Exhibit E ("Security Plan"). Licensee acknowledges that prior to operation, licensee shall be required to consult with the Police Department and submit for review and approval a Final Security Plan ("Final Security Plan") which contains detailed information including but not limited to: 1) the location, make(s) and model(s) of all security infrastructure; 2) a floor plan showing the location of secure areas; 3) any proposed building modifications; and 4) all other requirements identified in Exhibit E.

Licensee acknowledges that failure to adhere to the Security Plan, as may be modified from time to time by the Chief of Police, may result in termination of this Agreement and revocation of Licensee's corresponding Commercial Cannabis Permit(s). At the discretion of the City Manager, changes to the Security Plan may be considered minor amendments pursuant to Section 9.2 to this agreement.

6. PERIODIC REVIEW.

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

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

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

6.3 Good Faith Compliance. During each annual review, Licensee is

required to demonstrate good faith compliance with the terms of this Agreement.

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

6.5 Cost of Annual Review. The reasonable costs incurred by City in connection with the annual review shall be borne by Licensee. Upon written request by City, Licensee shall pay City the greater of two thousand five hundred dollars ($2,500) or the actual cost of annual review (not to exceed Ten Thousand Dollars ($10,000) per review to cover City's costs. Failure, if any, by Licensee to pay the monies shall be grounds for declaring Licensee to be in default of this Agreement and/or in noncompliance thereof.

7. OBLIGATIONS OF LICENSEE.

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

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

7.3 Governmental Permits. Licensee shall apply in a timely manner for such other permits and approvals from other governmental agencies as may be required by state law. Prior to commencing operation of the business, Licensee shall secure all required Governmental Permits and supply copies to the City for review.

7.4 Administrative Review Deposit. Prior to, or concurrently with, the Effective Date, Licensee has delivered to City the Administrative Review Deposit in the amount of five thousand dollars ($5,000). City may promptly deposit the Administrative Review Deposit in an interest-bearing account. Any interest accrued by the Administrative Review Deposit will be returned to the Licensee upon completion of review of this Agreement.

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

8. OBLIGATIONS OF CITY.

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

8.1 Processing. Upon satisfactory completion by Licensee of all required

preliminary actions to the satisfaction of City, City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement.

9. AMENDMENTS.

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

9.2 Minor Amendments. A "Minor Amendment" shall be any modification that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibit(s) attached hereto and incorporated herein, including but not limited to changes that may be specifically cited within this agreement as minor amendments. Minor amendments may be approved by the prior written consent of the City Manager.

10. TRANSFERS AND ASSIGNMENTS.

The transfer or assignment of this Agreement shall require authorization by the City Manager. Prior to authorizing a transfer or assignment, the City Manager may require additional information be provided, including but not limited to, additional background checks, financial disclosures, private party transfer agreements, or such other measures as determined necessary. The reasonable costs incurred by City in connection with the transfer or assignment review shall be borne by Licensee. Any such additional measures required shall be at the sole expense of Licensee. Any unauthorized transfer or assignment of this Agreement shall be considered grounds for termination of this Agreement.

11. DEFAULT.

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

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

11.2 General Default Remedies. After notice and expiration of the thirty (30)

day period without cure, the non-defaulting party shall have such rights and remedies against the defaulting party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement.

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

11.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.

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

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

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

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

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

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

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

12. TERMINATION

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

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

12.3 Surrender or Revocation of Commercial Cannabis Permit. If Licensee voluntarily surrenders their Commercial Cannabis Permit, or if their Commercial Cannabis Permit is revoked by City, Licensee shall immediately cease all operations at the Business, and this Agreement shall terminate automatically, without further action required by either Party.

13. RELATIONSHIP OF PARTIES.

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

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

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

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

14. APPLICABLE LAW AND REGULATIONS.

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

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

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

15. CANNABIS BUSINESS TAX.

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

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

- Five percent (5%) on all gross receipts up to ten million dollars ($10,000,000);
- Two and one-half percent (2.5%) on all gross receipts between ten million and one dollars ($10,000,001) and twenty million dollars ($20,000,000);
- Two percent (2.0%) on all gross receipts between twenty million and one dollars ($20,000,001) and fifty million dollars ($50,000,000);
- One percent (1.0%) on all gross receipts between fifty million and one dollars ($50,000,001) and one hundred million dollars ($100,000,000); and
- One-half percent (0.5%) on all gross receipts over $100,000,000.

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

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

Business Tax due for a period or periods may be made.

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

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

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

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

16. SUBSEQUENT LAWS OR JUDICIAL ACTION.

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

17. HOLD HARMLESS.

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

18. INDEMNIFICATION.

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

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

18.2 Scope of Release. The release set forth in Section 19 hereof includes claims of which the Licensee is presently unaware or which Licensee does not presently suspect to exist which, if known by Licensee, would materially affect Licensee's release of the Released Parties. Licensee specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Licensee agrees, represents and warrants that Licensee realizes and acknowledges that factual matters now unknown to Licensee may have given or may hereafter give rise to causes of action, claims , demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Licensee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Licensee nevertheless hereby intends to release, discharge and acquit City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, Licensee, on behalf of itself and anyone claiming by, through or under Licensee, hereby assumes the above-mentioned risks and hereby expressly waives any right Licensee and anyone claiming by, through

or under Licensee, may have under Section 1542 of the California Civil Code, which reads as follows:

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

Licensee's Initials: _____

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

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

19. LIABILITY INSURANCE.

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

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

19.2 Certificate of Endorsement. Licensee shall provide City with a certificate and endorsement, in forms satisfactory to City, evidencing such insurance coverage or coverages shall be filed with City prior to construction of the Project, and the certificate and endorsement shall provide that such insurance coverage will not be cancelled or reduced without at least thirty (30) days prior written notice to City.

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

coverage at Licensee's expense, and Licensee shall promptly reimburse City for such expense upon receipt of billing from City.

20. NOTICES.

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

Notices to City shall be addressed to:

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

With copies to:
City of Pittsburg
Attn: City Attorney
65 Civic Avenue
Pittsburg, CA 94565

Notices to Licensee shall be addressed to:

Pat O'Keefe
Stoneman Laboratories LLC
557 Clark Avenue
Pittsburg, CA 94565

21. EXHIBITS.

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

EXHIBIT A: Property Description

EXHIBIT B: Site and Floor Plans (Confidential)

EXHIBIT C: Chemical Usage

EXHIBIT D: Manufactured Products

EXHIBIT E: Security Plan

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

22. SEVERABILITY.

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

23. ENTIRE AGREEMENT

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

24. COUNTERPARTS.

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

SIGNATURES ON FOLLOWING PAGE

Executed at Pittsburg, California on _____.

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

CITY OF PITTSBURG, **a municipal corporation**	**Stoneman Laboratories LLC** **a California Corporation**
_____	_____
Garrett Evans, City Manager	**Pat O'Keefe, *[TITLE]***

ATTEST:

_____

Alice E. Evenson, City Clerk

APPROVED AS TO FORM:

_____

Donna Mooney, City Attorney

EXHIBIT A: Property Description

557 Clark Avenue:

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

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

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

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

More commonly referred to as 557 Clark Avenue, Assessor’s Parcel No.: 088-250-050.

Stoneman Laboratories
Commercial Cannabis Permit

Site Plan
(N.T.S.)

FLOOR PLAN:

EXHIBIT C: Chemical Usage

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

EXHIBIT D: Manufactured Products

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

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

Type of Product (oil, edible, etc.)/End Use of Product
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

EXHIBIT E: Security Plan

The following requirements shall be completed prior to commencing manufacturing of cannabis products, unless otherwise noted. Any changes to the security plan shall be subject to approval by the Chief of Police.

General Provisions:

A. All necessary steps shall be taken to minimize incidents of theft, vandalism, or any other instances stipulated by the Chief of Police that adversely impact the safety of the community. Should the business necessitate an increased police presence, the Chief of Police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police. Any such additional measures required by the Chief of Police shall be at the business owner's sole expense.

B. The total amount of concentrated THC stored at any one time shall be documented, and records shall be made available to the Chief of Police or his/her designee at all times. The Chief of Police shall reserve the right to establish a limit on the amount of THC stored at any time.

C. All inventory, testing, usage, or other logs shall be made available to the Police Department or City Manager upon request.

D. All cannabis concentrate shall be stored in a secure facility as shown in Exhibit B. The secure area shall remain locked at all times, and shall be accessible only by those individuals identified and approved as "Responsible Parties."

E. All signage shall be approved and placed in accordance with Title 19 of the Municipal Code, and shall not utilize any wording that would convey the presence of cannabis at the project site, including but not limited to the terms "cannabis," "marijuana," or any other commonly used phrase associated with cannabis or marijuana use. The Police Department and Planning Division shall reserve sole discretion in determining whether any word or phrase conveys the presence of cannabis at the project site.

Fencing/Gates:

F. All existing chain-link fencing surrounding the entire parcel (commonly referred to as APN: 088-250-050) shall be properly maintained and finished with vinyl privacy slats. All fencing shall meet the requirements of Pittsburg Municipal Code (PMC) Title 18, "Zoning" as applicable. Licensee shall be responsible for obtaining all necessary permits from the City of Pittsburg Community Development Agency prior to

installation.

G. The existing gates located along the western property boundary shall remain locked at all times. If required, the Licensee shall provide a Knox Box approved by the Contra Costa County Fire Protection District.

H. The northernmost vehicular entry gate along the eastern property boundary shall be used exclusively for access to the project site, and the southernmost gate shall remain locked at all times.

Security Guard:

I. Licensee shall ensure a licensed and bonded security guard is present during all operational hours and is stationed at the entry gate.

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

J. All facilities shall be alarmed with a professionally installed and maintained and centrally-monitored security system, and monitored by an alarm company properly licensed by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with California Business & Professions Code § 7590 et seq. and whose agents are properly licensed and registered under applicable law. Notice of the triggered alarm shall be sent to the Police Department.

K. The Licensee shall provide for the installation of 24-hour security surveillance cameras of at least high definition (HD) quality to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the Police Department.

L. The Licensee shall ensure the retention of 24-hour surveillance camera footage for a minimum of sixty (60) days. All surveillance camera footage shall be made immediately available to the Chief of Police or the Chief of Police's designee, or to any other state or local law enforcement, upon request.

M. Use of commercial-grade, non-residential locking mechanisms and access card readers shall be required at all points of ingress and egress to and from the exterior of the building, as well as to and from any areas where cannabis or cannabis products are stored. All card entries shall be logged for a minimum of sixty (60) days and made available to the Police Department upon request.

N. Sensors shall be installed to detect entry and exit from all secure areas.

O. The Licensee shall provide the Chief of Police building schematic plans (which shall be kept confidential) showing, at a minimum:

   a. [redacted]
   b. [redacted]
   c. [redacted]

P. The applicant shall submit a final design/scope-of-work of the security system to be installed, which shall be approved by the Chief of Police. The final security system plan shall include, but is not limited to, the following features:

   a. Visibility at all times of the entirety of all sides of each location not adjacent to a separate tenant space.
   b. Replacement of all existing exterior analog cameras with HD 2.1 digital 180 degree cameras.
   c. Replacement of all existing interior analog cameras with HD 2.1 digital 180/360 degree cameras.
   d. Placement of additional HD 2.1 digital 180/360 degree cameras to cover all potential ingress and egress to and from the exterior of the building.
   e. Installation of an access card reader(s) at all exterior doorways, gates, and secure rooms where cannabis and cannabis products may be stored, including but not limited to:
      i. [redacted]
      ii. [redacted]
      iii. [redacted]
      iv. [redacted]
   f. Placement of sensors and/or steel mesh above all rooftop skylights.
   g. Placement of motion detectors throughout the warehouse.

Q. All facilities shall maintain adequate exterior lighting in the parking areas and entry/exit points.

Background Checks/Disqualifying Convictions:

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

S. Commercial medical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code section

667.5(c) and section 1192.7(c), or a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

Operation:

T. All cannabis and cannabis products not being manufactured or tested shall be stored in a secure room(s) which are only accessible by card reader entry. Access to these rooms shall be limited to the list of "responsible parties" provided to the Chief of Police pursuant to this agreement. All card entries shall be logged for a minimum of sixty (60) days and made available to the Police Department upon request.

U. At least one person listed as a "responsible party," shall be "on-call" at all times in case of incidents of theft, vandalism, or any other instances stipulated by the Chief of Police that require immediate notification by the Police Department. Upon any incidents of theft, vandalism, or any other instances stipulated by the Chief of Police, a "responsible party," shall notify the Police Department immediately.

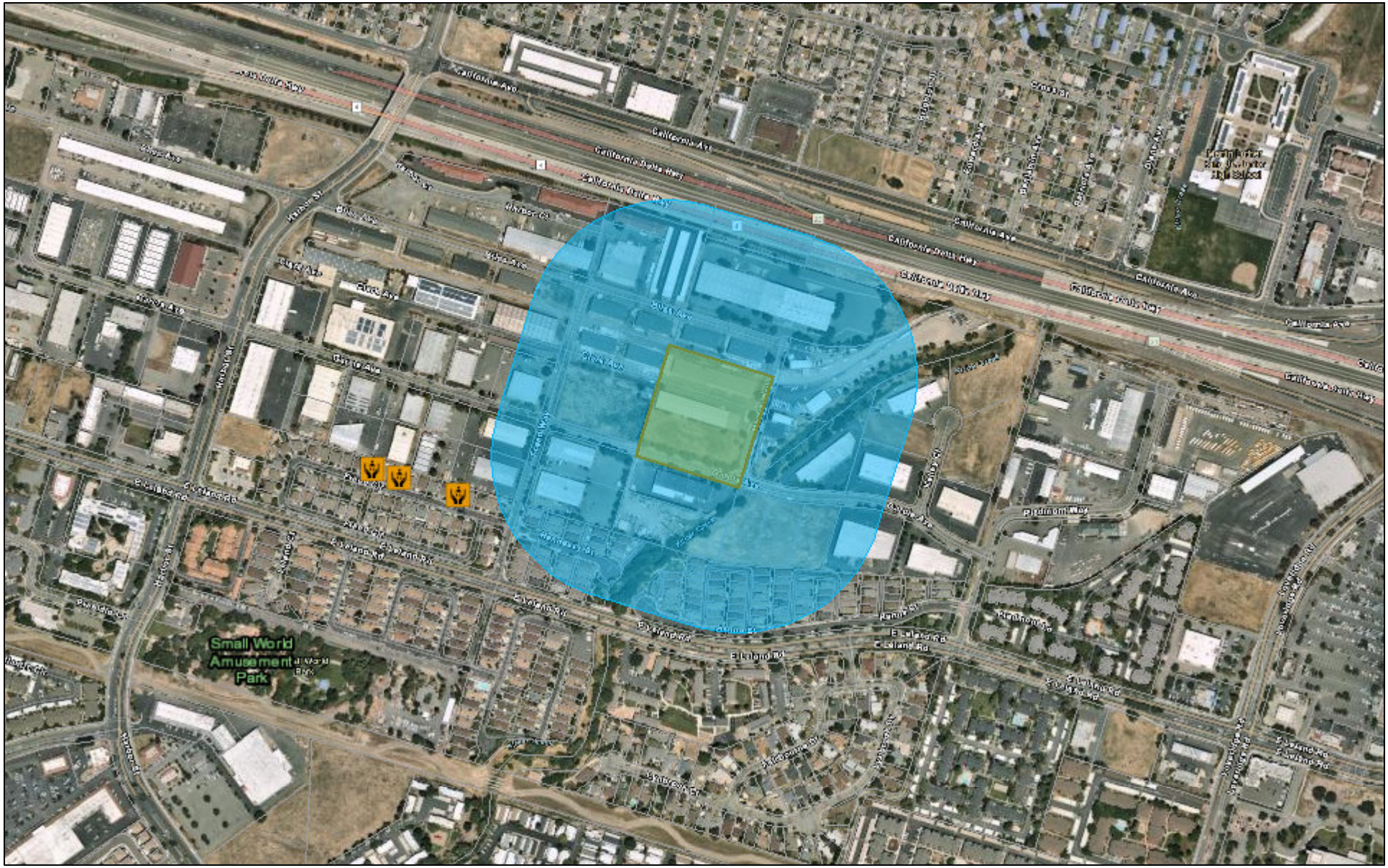
V. All cannabis deliveries to the site shall adhere to the following protocol:

a. [redacted]

b. [redacted]

W. All cannabis deliveries to and from the sites shall comply with section 4.5 of this agreement.

Surrounding Uses Map



8/5/2019, 3:55:24 PM

1:8,736

0 400 800 1,600 ft

0 120 240 480 m

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Subject Parcel

600-foot buffer

Family Child Care Centers

City of Pittsburg
Community Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

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

DATE: **September 16, 2019**
TIME: **7:00 p.m.**
PLACE: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and Stoneman Laboratories LLC, AP-18-1371.

This is a public hearing on a request for City Council approval of: 1) commercial cannabis permits to allow for the use of cannabis within medical and nonmedical consumer product manufacturing at 557 Clark Avenue (Assessor's Parcel No.: 088-250-050); and 2) an operating agreement between the City and the Stoneman Laboratories LLC.

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

---

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

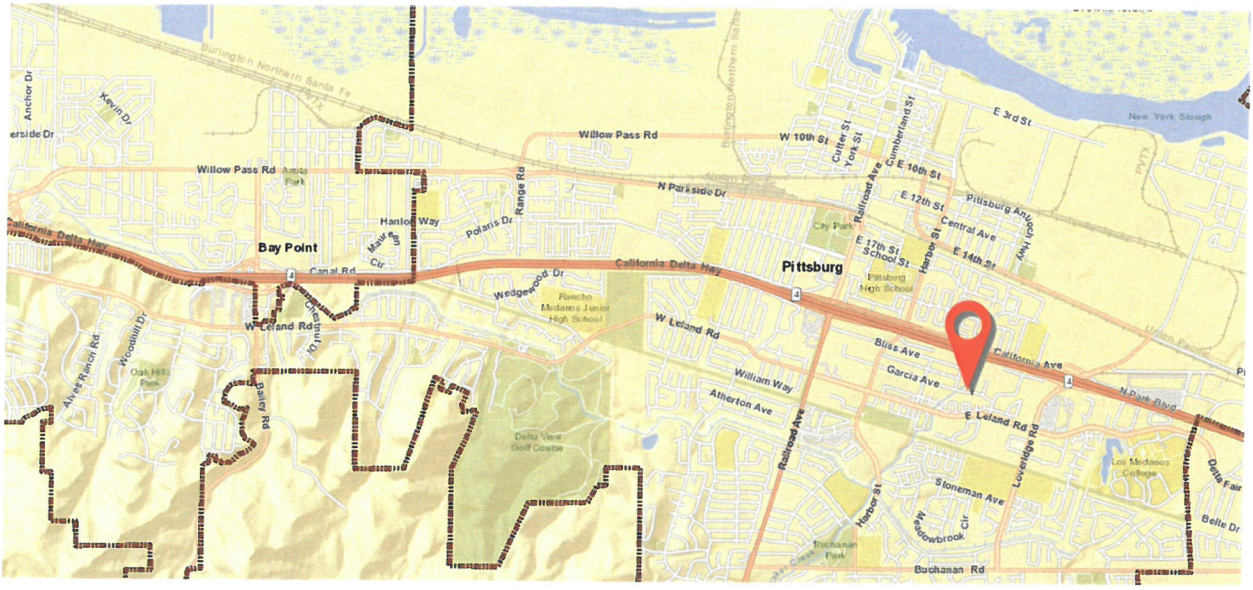
Where can I get more information about this project?
The complete file for this project is available for public inspection at City Hall, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project contact listed above.

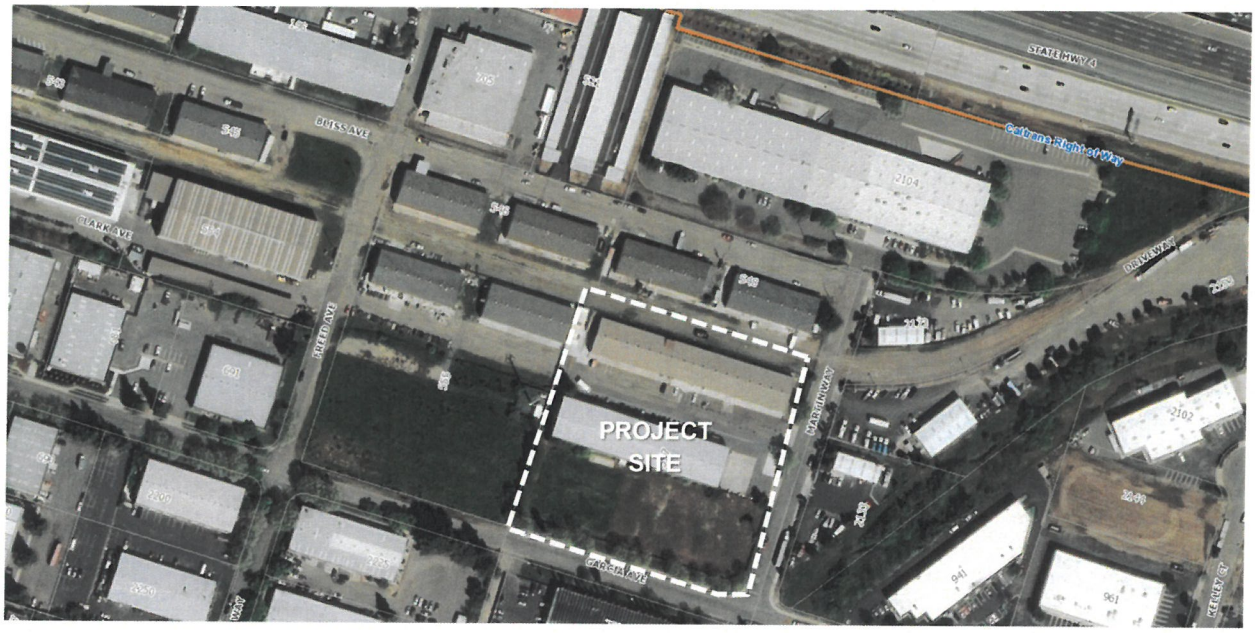
What can I do if I have comments on the project?
Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project contact listed above or may be mailed or delivered to: Pittsburg City Manager's Office, Attention: Jordan Davis, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public hearing on the date and time listed above.

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

ALICE E. EVENSON
CITY CLERK

Project Title: Stoneman Laboratories Commercial Cannabis Permit, AP-18-1371
Location: 557 Clark Avenue, APN: 088-250-050





City of Pittsburg
Community Development Department - Planning Division
65 Civic Avenue
Pittsburg, CA 94565

NOTICE OF PUBLIC HEARING

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending Title 5 of the Pittsburg Municipal Code Related to Cannabis Regulations

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

This is a request to approve a text amendment to Pittsburg Municipal Code (PMC) Title 5, Chapter 5.70, sections 5.70.051 and 5.70.160 in order to: 1) specify how required distances between cannabis businesses and potentially sensitive uses are measured; 2) clarify definitions of specific potentially sensitive uses; and 3) establish a minimum distance of 1,000 feet between cannabis dispensaries and potentially sensitive uses, in the event cannabis dispensaries are allowed in the future.

FISCAL IMPACT

Adoption of the proposed ordinance would not have any direct fiscal impact. However, adoption of the proposed ordinance would facilitate the potential operation of multiple commercial cannabis businesses within zoning districts in which these uses are allowed, subject to City Council approval, and could potentially result in general fund revenues in excess of $100,000 per year, from each business.

RECOMMENDATION

City Council move to introduce, waive further reading, and pass to second reading the attached ordinance amending PMC Title 5, Chapter 5.70, related to commercial medical and/or nonmedical cannabis businesses and potentially sensitive uses.

BACKGROUND

In 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry. In 2016, the voters of the State of California passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("Prop. 64"). In 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that

same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019.

On March 19, 2018, the City Council adopted Ordinance No. 18-1442, amending PMC Title 5 to allow for use of cannabis within medical and nonmedical product manufacturing, and establishing procedures for issuing medical and nonmedical commercial cannabis permits. These amendments limited the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors).

Commercial entities seeking to manufacture cannabis-related products are required to obtain a commercial cannabis permit, which is subject to City Council approval. The permit is conditioned on the applicant submitting: 1) a Business Operating Agreement, which would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. Cultivation and retail of cannabis in the City of Pittsburg remain prohibited.

Similar to state law at the time, in 2018, the City chose to require a 600-foot radius between cannabis businesses and schools, parks, youth centers, day cares, and libraries. However, MAUCRSA provides, at California Business and Professions Code Section 26054, that a local jurisdiction may specify a radius different than 600 feet. Implicit in the statute is the authorization to specify how the distance is measured.

Environmental: This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and would not result in any new impacts beyond those that could exist without the change, specifically as they may relate to air quality, transportation, noise, hazards and hazardous materials, utilities, and/or public services. The future establishment of commercial cannabis businesses within the City would be subject to the City Council approval of a commercial cannabis permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

SUBCOMMITTEE FINDINGS

On June 28, 2019, and again on July 30, 2019, this item was presented to and discussed by the Land Use Subcommittee. During both meetings, staff presented multiple options for the Subcommittee's consideration, including reducing the buffer distance and specifying how the adopted distance could potentially be measured, noting that three pending applications were affected by the existing regulation, and thus any proposed changes. Staff indicated that all three proposed applications would far exceed a distance of 600 feet if measured along a public path of travel.

During both meetings, the Subcommittee generally favored amending the PMC to provide more clarity on how the distance is to be measured, as is being proposed in this report. Subcommittee members, as well as the public in attendance, stressed that all applications should continue to be reviewed on a case-by-case basis.

STAFF ANALYSIS

The proposed changes to PMC Title 5 entail the following changes in regard to medical and nonmedical cannabis businesses:

1. Specifying that the 600-foot buffer distances shall be measured from the main entrance of the business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails;
2. Clarification of a “school” as that which is defined under PMC section 18.08.060(V);
3. Clarification of a “daycare” as a, “general day care (as defined by PMC section 18.08.060[F])”;
4. Clarification of a “youth center” as a, “club or lodge (as defined by PMC section 18.08.060[B]) used exclusively as a youth center”;
5. Clarification of “park” as a, “City-owned park space which is open to the public”; and
6. Specifying that in no event shall a cannabis dispensary providing cannabis products to the end user be located less than 1,000 feet from any of the potentially sensitive uses noted above, as measured by the shortest direct line distance between the subject parcel lines.

Staff concludes the proposed amendments are warranted, as they would facilitate the operation of at least three potential commercial cannabis businesses for which the City has received applications, would also make available additional sites for future cannabis businesses, and would provide staff and potential business operators with clearer guidelines when assessing potential sites.

It should be noted that the proposed amendments would not allow cannabis businesses within any zone district in which they are not currently allowed. The areas in which these uses currently are allowed are industrial, heavier-type commercial, or overlay districts where the environmental impacts of the variety of uses generally allowed in these areas has been accounted for and analyzed when establishing the base zone district or surrounding uses.

The proposed amendments also do not allow for the operation of any dispensary, also known as retail, which remain prohibited; however, staff is recommending adoption of a 1,000-foot buffer between dispensaries and potentially sensitive uses in order to ensure a radius is established and in place should future State legislation require the permitting of such uses.

ATTACHMENTS:

1. Proposed Ordinance
2. Public Meeting Notice

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 5 of the Pittsburg Municipal Code Related to Cannabis Regulations	ORDINANCE NO. 19-_____

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

SECTION 1. Recitals

A. Several prospective businesses have indicated an interest in locating within the City of Pittsburg but have encountered difficulty identifying sites compliant with the City's existing regulations requiring commercial cannabis uses be located a minimum of 600 feet away from potentially sensitive uses.

B. On October 3, 2016, the City Council amended Titles 5 and 18 of the Pittsburg Municipal Code (PMC) to further regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes, and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation.

C. In 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry.

D. In 2016, the voters of the State of California passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("Prop 64").

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

F. In 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. The state licensing authorities readopted the emergency regulations in 2018, and final regulations went into effect in 2019.

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

commercial cannabis permits. These amendments limited the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Commercial entities seeking to manufacture cannabis-related products are required to obtain a commercial cannabis permit, which is subject to City Council approval. The permit is conditioned on the applicant submitting: 1) a Business Operating Agreement, which would set forth the terms and conditions under which the commercial cannabis business would operate; 2) a Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. Cultivation and retail of cannabis in the City of Pittsburg remain prohibited.

H. MAUCRSA provides, at California Business and Professions Code Section 26054, that a local jurisdiction may specify a radius different than 600 feet. Implicit in the statute is the authorization to specify how the distance is measured.

I. On September 16, 2019, the City Council considered the proposed PMC amendments, at which time oral and/or written testimony was considered.

SECTION 2. Findings

A. Based on the City Council Staff Report entitled, “Introduction and Waive First Reading of an Ordinance Amending Title 5 of the Pittsburg Municipal Code Related to Cannabis Regulations,” dated September 16, 2019, and based on all the information contained in the City’s files, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and would not result in any new impacts beyond those that could exist without the change, specifically as they may relate to air quality, transportation, noise, hazards and hazardous materials, utilities, and/or public services. The future establishment of commercial cannabis businesses within the City would be subject to the City Council approval of a commercial cannabis permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

3. The California Constitution grants cities the broad power to enact local, police, sanitary, and other ordinances and regulations not in conflict with the general laws, as long as they are reasonably related to promoting public health, safety, comfort and welfare of the City's residents.

4. In enacting this article, it is the intent of the City Council of the City of Pittsburg to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the City Council finds that sanctioning the opening or establishment of medical cannabis collectives, cooperatives and dispensaries, or allowing the delivery of medical cannabis within the city, would be inconsistent with federal law. However, the City acknowledges that state law allows commercial cannabis businesses, and that certain commercial cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.

5. In order to protect the integrity of the City and the goals upon which this City was founded, the City Council finds that it is in the best interest of the residents of the City to only allow certain commercial medical and nonmedical cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement, and continue to prohibit medical and nonmedical cannabis collectives, cooperatives and dispensaries, and deliveries.

B. The Staff Report entitled, “Introduction and Waive First Reading of an Ordinance Amending Title 5 of the Pittsburg Municipal Code Related to Cannabis Regulations,” dated September 16, 2019,” is referenced hereto as additional support for findings.

SECTION 3. Amendment to Pittsburg Municipal Code Title 5

Based on the findings and the authority set forth above, the City Council hereby amends PMC Title 5, Chapter 5.70, as follows (new text shown in ***bold italic*** font, and text proposed for deletion is shown in ~~strikethrough~~ font):

5.70.051 Commercial medical cannabis permit.

D. No commercial medical cannabis business shall be located within 600 feet of ~~an existing school, daycare, youth center, park or library.~~ ***an existing school (as defined by PMC section 18.08.060[V]), general day care (as defined by PMC section 18.08.060[F]), club or lodge (as defined by PMC section 18.08.060[B]) used exclusively as a youth center, City-owned park space which is open to the public, or library, as measured from the main entrance of the business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a commercial medical cannabis dispensary providing cannabis products to the end user be located less than 1,000 feet from any of the uses described above, as measured by the shortest direct line distance between the subject parcel lines.*** The city council, by ordinance, may amend this restriction or adopt additional restrictions.

5.70.160 Commercial nonmedical cannabis permit.

D. No commercial nonmedical cannabis business shall be located within 600 feet of ~~an existing school, daycare, youth center, park or library.~~ ***an existing school (as defined by PMC section 18.08.060[V]), general day care (as defined by PMC section 18.08.060[F]), club or lodge (as defined by PMC section 18.08.060[B]) used exclusively as a youth center, City-owned park space which is open to the public, or library, as measured from the main entrance of the business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a commercial nonmedical cannabis dispensary providing cannabis products to the end user be located less than 1,000 feet from any of the uses described above, as measured by the shortest direct line distance between the subject parcel lines.*** The city council, by ordinance, may amend this restriction or adopt additional restrictions.

SECTION 4. Severability

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

SECTION 5. Effective Date

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

SECTION 6. Publication

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

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on September 16, 2019, and was adopted and ordered published at a meeting of the City Council held on _____, 2019, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

City of Pittsburg
Community Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC MEETING

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

DATE: **September 16, 2019**
TIME: **7:00 p.m.**
PLACE: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Introduction and Waive First Reading of an Ordinance Amending Title 5 of the Pittsburg Municipal Code Related to Cannabis Regulations

This is a request to approve a text amendment to Pittsburg Municipal Code (PMC) Title 5, Chapter 5.70, sections 5.70.051 and 5.70.160 in order to: 1) specify how required distances between cannabis businesses and potentially sensitive uses are measured; 2) clarify definitions of specific potentially sensitive uses; and 3) establish a minimum distance of 1,000 feet between cannabis dispensaries and potentially sensitive uses, in the event cannabis dispensaries are allowed in the future.

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

---

Why am I receiving this notice? You are receiving this notice because you have previously requested notifications when meetings or events are scheduled, agendas are posted, or community or news events are added.

Where can I get more information about this project?
The complete file for this project is available for public inspection at City Hall, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project contact listed above.

What can I do if I have comments on the project?
Comments or objections to the project can be made by writing or through oral testimony during the public meeting. Written comments citing the project name may be emailed to the project planner listed above or may be mailed or delivered to: City of Pittsburg, Attention: Jordan Davis, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public meeting on the date and time listed above.

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

Amanda McVay for
ALICE E. EVENSON, CITY CLERK
CITY OF PITTSBURG

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: August 19, 2019

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

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

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

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

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

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

Property: 2731 Marina Blvd.; Negotiator for City: Garrett Evans and Maria Aliotti; Negotiating Parties: Global Resources Trading LLC; Under Negotiation: Both price and terms of payment

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

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

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

Number of cases: one

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957:

City Attorney

4. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

Agency designated representatives: Stacy Shell

Unrepresented employee: City Attorney

Mayor Banales 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.

PRESENTATIONS

PG&E Presentation on Wildfire Safety

PG&E rescheduled their presentation at the last minute; it will be presented at a future Council Meeting.

General Plan Vision and Opportunities Report

Senior Planner Hector Rojas gave an overview of the General Plan Update process and provided feedback received from community outreach events.

CITY MANAGER'S REMARKS

City Manager Evans announced upcoming events.

CITIZENS REMARKS

Laura Moore, Pittsburg, spoke regarding a lack of management and drug activity at Creekside Village Senior Apartments.

Michael Mays, Pittsburg, spoke regarding building a skate park in the City of Pittsburg.

COMBINED CITY COUNCIL AND PITTSBURG POWER COMPANY CONSIDERATION

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

Lenette Hendricks, Pittsburg, spoke with concern regarding potential liquefaction on the project site and the danger of using diesel fuel tanks for back up generation.

Bruce Ohlson, Pittsburg, spoke regarding incorporation of a bicycle plan into the project.

On Motion by Vice-Mayor Killings, seconded by Member White to adopt and carried unanimously.

CITY COUNCIL

PUBLIC HEARING

10. Receive Triennial Report on Drinking Water Public Health Goals

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

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

CONSIDERATION

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

Wolfgang Croskey, Pittsburg, spoke regarding a traffic plan and parking concerns. He also suggested a partnership with TriDelta Transit and BART.

Siu Ling, Pittsburg, questioned liability and hoped for signage announcing this as an upcoming event.

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

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

Bruce Ohlson, Pittsburg, thanked staff for a great report. He also mentioned issues with homeless camps in the Kirker Creek watershed area.

On Motion by Vice-Mayor Killings, seconded by Member White to adopt and carried unanimously.

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

On Motion by Vice-Mayor Killings, seconded by Member White to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

Vice-Mayor Killings stated he would recuse himself Item 20 as it affects his place of residence.

COMBINED CITY COUNCIL AND SUCCESOR AGENCY CONSENT CALENDAR

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

14. Minutes of July 15, 2019 and July 29, 2019

15. Adoption of a Successor Agency Minute Order Amending the Approved July 1, 2019 – June 30, 2020 Recognized Obligation Payment Schedule

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

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

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

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

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

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

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

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

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

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

On Motion by Member White seconded by member Scales-Preston to approve for a future agenda and carried unanimously.

COUNCIL MEMBER REPORTS AND REMARKS

Member Scales-Preston attended weekly meetings with Member Craft regarding the upcoming Camp Stoneman Celebration. She also commended PAL and the Police Department for their work in the community. She worked with BART to accommodate 30 youth from Pittsburg to the Asian Art Museum in San Francisco. She also commended staff for all they do for the community.

Member Craft also noted the upcoming Camp Stoneman Celebration and the volumes of information that has since been made available regarding Camp Stoneman. She also sat on an oral board for Senator Glazer's East Contra Costa County's office staffing. She attended the Big Cat Boat Run, one of five stops on the Delta, with 67 boats at the event.

Member White thanked Members Scales-Preston and Craft for their efforts in planning the Camp Stoneman Celebration. He noted State Treasurer Fiona Ma was in town and hoped the City could partner with her office. He and Vice-Mayor Killings have been working with the economic development subcommittee with grocery store availability as a top priority.

Vice-Mayor Killings attended the Pilot City Program with Member White. He attended the 2x2 subcommittee meeting and the Mayors Conference in Brentwood. He thanked Wolfgang Croskey in his efforts on behalf of the community regarding a grocery store.

Mayor Banales stated the meeting would be adjourned in memory of Marzel Price, the Midnight Basketball League founder, Boys and Girls Club Board Member, and founder of the Junior Warriors League in Pittsburg.

ADJOURNMENT

The City Council meeting was adjourned at 9:11 P.M. to September 16, 2019 ***in memory of Marzel Price.***

Respectfully submitted,

Alice E. Evenson, City Clerk

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

TO: Chair and Agency Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Arts and Community Foundation Resolution Approving the Lease Terms and Authorizing the Executive Director to Negotiate and Execute a Lease Agreement between the Pittsburg Arts and Community Foundation and Tony Keslinke and a Pittsburg Power Company Resolution Allocating up to $50,000 to Pittsburg Arts and Community Foundation for Relocation Costs and Tenant Improvements

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The Pittsburg Arts and Community Foundation (PACF), a California 501(c)(3) non-profit corporation, and Tony Keslinke, an individual (Landlord), propose to enter into a lease agreement (Lease Agreement) for the first floor commercial space located at 485 Railroad Avenue (Premises). The Premises consists of 3,500 square feet of interior space.

FISCAL IMPACT

The proposed base rent is $1,500 per month from October 1, 2019 through September 30, 2020, and $2,000 per month from October 1, 2020, through December 31, 2021.

Pittsburg Power Company (PPC) will allocate up to $50,000 for PACF's tenant improvements and relocation costs.

RECOMMENDATION

Staff recommends the Governing Board of PACF and the Governing Board of PPC take the following, respective actions:

1. The Governing Board of PACF adopt the Resolution to approve the Lease Terms and authorize the Executive Director to negotiate and execute a Lease Agreement for the first floor commercial space at 485 Railroad Avenue, subject to; and

2. The Governing Board of PPC adopt a resolution allocating up to $50,000 for relocation costs and tenant improvements to the first floor commercial space located at 485 Railroad Avenue.

BACKGROUND

PACF was formed in order to increase, support, and encourage art, literacy, education, economic development, affordable housing, and other community resources and programs to benefit the City of Pittsburg and its residents.

PACF currently operates its art program at 31 Marina Boulevard. The current lessee at 27 Marina Boulevard is expanding its business operations and is proposing to lease the adjacent modular structure at 31 Marina Boulevard, requiring PACF's art program to relocate.

Landlord and PACF have negotiated and agreed to the Lease Terms being presented to the Governing Boards of PACF and PPC.

SUBCOMMITTEE FINDINGS

The propose lease and lease terms, and proposed allocation were not presented to a subcommittee.

STAFF ANALYSIS

After successfully operating its art programs at the Art Shack building located at 31 Marina Boulevard, PACF is proposing to relocate to and lease the Premises under the following terms:

- Lease Term: October 1, 2019 – December 31, 2021
    - Monthly rent amount: October 1, 2019 – September 30, 2020 will be $1,500
    - Monthly rent amount: October 1, 2020 – December 31, 2021 will be $2,000
- Security Deposit: $3,000
- PACF will pay for tenant improvements up to $25,000 which includes, but is not limited to, accessibility compliance
- Both parties will have the right to terminate the agreement with 90 days written notice
- Option to extend and/or amend lease terms shall be negotiated six months before December 31, 2021

Upon approval of the lease terms and relocation and tenant improvement allocation, the Lease Agreement will be drafted and executed by PACF's Executive Director and Landlord.

ATTACHMENTS: PACF Resolution
PPC Resolution

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE GOVERNING BOARD OF THE PITTSBURG ARTS AND COMMUNITY FOUNDATION

In the Matter of:

Adoption of a Pittsburg Arts and Community Foundation Resolution Approving the Lease Terms Between the Pittsburg Arts and Community Foundation and Tony Keslinke And Authorizing the Executive Director to Negotiate and Execute a Lease Agreement	RESOLUTION NO. 19-

The Governing Board of the Pittsburg Arts and Community Foundation DOES RESOLVE as follows:

WHEREAS, Pittsburg Arts and Community Foundation (PACF) was formed in order to increase, support, and encourage art, literacy, education, economic development, affordable housing, and other community resources and programs to benefit the City of Pittsburg and its residents; and

WHEREAS, PACF currently operates its art program at 31 Marina Boulevard; and

WHERAS, the current lessee at 27 Marina Boulevard is expanding its business operations and is proposing to lease the adjacent modular structure at 31 Marina Boulevard, requiring the PACF art program to relocate; and

WHEREAS, PACF, a California 501(c)(3) non-profit corporation, and Tony Keslinke, an individual, propose to enter into a lease agreement (Lease Agreement) for the first floor commercial space located at 485 Railroad Avenue commencing on October 1, 2019, and expiring on December 31, 2021.

NOW, THEREFORE, the Governing Board of the Pittsburg Arts and Community Foundation finds and determines as follows:

Section 1.

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

Section 2.

The Governing Board of PACF hereby adopts this Resolution approving the following Lease Terms:

- Term: October 1, 2019 – December 31, 2021
  - Monthly rent amount: October 1, 2019 – September 30, 2020 will be $1,500
  - Monthly rent amount: October 1, 2020 – December 31, 2021 will be $2,000
- Security Deposit: $3,000

- PACF will pay for tenant improvements up to $25,000 which includes, but are not limited to accessibility compliance
- Both parties will have the right to terminate the agreement with 90 days written notice
- Option to extend and/or amend lease terms shall be negotiated six months prior to lease expiration

Section 3.

The Governing Board of PACF hereby authorizes the Executive Director to negotiate and execute a Lease Agreement consistent with the terms identified in Section 2 of this Resolution.

Section 4.

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

Section 5.

The Pittsburg Arts and Community Foundation Secretary shall certify to the adoption of this Resolution.

Section 6.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Arts and Community Foundation at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Chair

ATTEST:

_____
Alice E. Evenson, Secretary

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Adoption of a Pittsburg Power Company Resolution Allocating up to $50,000 to Pittsburg Arts and Community Foundation for Tenant Improvements at and Relocation Costs to 485 Railroad Avenue	)))))	RESOLUTION NO. 19-

The Governing Board of the Pittsburg Power Company DOES RESOLVE as follows:

WHEREAS, Pittsburg Arts and Community Foundation (PACF) was formed in order to increase, support, and encourage art, literacy, education, economic development, affordable housing, and other community resources and programs to benefit the City of Pittsburg and its residents; and

WHEREAS, PACF currently operates its art program at 31 Marina Boulevard; and

WHERAS, the current lessee at 27 Marina Boulevard is expanding its business operations and is proposing to lease the adjacent modular structure at 31 Marina Boulevard, requiring the PACF art program to relocate; and

WHEREAS, PACF, a California 501(c)(3) non-profit corporation, and Tony Keslinke, an individual, propose to enter into a lease agreement for the first floor commercial space located at 485 Railroad Avenue commencing on October 1, 2019 and expiring on December 31, 2021.

NOW, THEREFORE, the Governing Board does RESOLVE as follows:

Section 1.

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

Section 2.

The Governing Board of the Pittsburg Power Company hereby allocates up to $50,000 to PACF for tenant improvements and relocation costs.

Section 3.

The Executive Director is hereby authorized to take such further actions as may be necessary or appropriate to implement the Board's direction pursuant to this Resolution.

Section 4.

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

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 16th Day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept a Federal Highway Safety Improvement Program (HSIP) Grant for Contract 2019-01, Traffic Signal Improvement Project

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The City has been awarded a safety grant in the amount of $1,065,600 to improve traffic signal hardware at 59 signalized intersections in the City. If approved, the resolution will allocate $1,065,600 from the grant to Contract 2019-01, Traffic Signal Improvement Project (the "Project").

FISCAL IMPACT

The $1,065,600 HSIP grant awarded to the City requires $44,400 in matching funds from the City. There are sufficient funds for this Project in the Road Maintenance and Rehabilitation Account Gas Tax Fund (RMRA) (Fund 228) for the match. This is an appropriate use of these funds.

Staff requests $44,400 be allocated from RMRA Funds (Fund 228) to the Project for the design, bidding and construction of the Project. If approved, the total Project budget will be $1,110,000. A Project Budget summary is attached to this report.

RECOMMENDATION

City Council adopt a resolution accepting the $1,065,600 Highway Safety Improvement Program grant and allocating grant funds and $44,400 from Road Maintenance and Rehabilitation Gas Tax to the Contract 2019-01, Traffic Signal Improvement Project for a total approved budget of $1,110,000.

BACKGROUND

In an effort to augment the limited budget available for improvements within the City, staff actively seeks out grant opportunities for projects that improve the quality of life and safety for residents.

Staff applied to the California Department of Transportation (Caltrans) for a grant to improve traffic signal equipment at 59 intersections throughout the City.

In January 2019, staff received notification that the application was approved, and the City was awarded a grant in the amount of $1,065,600 for design and construction of the Project.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff has identified a need to upgrade and improve traffic signal hardware at 59 of the 62 signalized intersections maintained by the City. These improvements are necessary to improve safety, minimize maintenance issues and to keep up with changing technology.

The improvements include replacement and/or installation of signal hardware such as signals heads, lenses, pedestrian heads, push buttons, visors, backplates, retroreflective borders, controllers, cabinets, battery backup systems, and modems as well as some minor improvements to signal timing.

Funds requested with the attached Resolution are for design, bidding, and construction of the Project.

ATTACHMENTS: Resolution
Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to Accept a Federal)
Highway Safety Improvement Program)
(HSIP) Grant for Contract 2019-01,) RESOLUTION NO. 19-
Traffic Signal Improvement Project)

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

WHEREAS, the City has been awarded a Highway Safety Improvement Program (HSIP) grant in the amount of $1,065,600 for traffic signal improvements throughout the City; and

WHEREAS, the project known as Contract 2019-01, Traffic Signal Improvement Project (the "Project") will improve traffic signal hardware including signals heads, pedestrian heads, push buttons, visors, backplates, controllers, cabinets, battery backup system, and/or modems at 59 of the 62 signalized intersections maintained by the City of Pittsburg; and

WHEREAS, the HSIP grant requires matching funds from the City for design and construction of the Project in the amount of $44,400; and

WHEREAS, staff requests that the $1,065,600 HSIP grant funding approved for Project be allocated to the Project; and

WHEREAS, staff requests that $44,400 from the Road Maintenance and Rehabilitation Account Gas Tax Fund (RMRA) (Fund 228) be allocated to the Project.

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 Highway Safety Improvement Program grant in the amount of $1,065,600 and approves its allocation to Contract 2019-01, Traffic Signal Improvement Project.

Section 3.

The City Council hereby allocates $44,400 of RMRA funds (Fund 228) to the Project for a total authorized budget of $1,110,000.

Section 4.

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

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Contract 2019-01, Traffic Signal Improvement Project

Project Funding

	Highway Safety Improvement Program (HSIP) Grant	$1,065,600
	FY19/20 Gas Tax (RMRA Funds)	$44,400
	Funding Total	**$1,110,000**

Project Expenditures:

Design: (Code 2122)	Consultant Design	$175,000
	Subtotal	$175,000
Miscellaneous: (Code 1399)	Advertising	$1,000
	Reproduction	$1,000
	Postage	$1,000
	Subtotal	$3,000
Construction: (Code 2281)	Construction	$790,000
	Construction Contingency (~10%)	$79,000
	Material Testing	$5,000
	Subtotal	$874,000
Staff Time: (Code 1101)	Staff Costs During Design Phase	$0
	Staff Costs During Construction	$16,500
	Subtotal	$16,500
Administrative Overhead (Code 2372)	Overhead Costs During Design Phase	$16,500
	Overhead Costs Construction Phase	$25,000
	Subtotal	$41,500
	Estimated Total Expenditures	**$1,110,000**

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City of Pittsburg to Access State and Federal Summary Information for Employment and Related Purposes

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The City's Human Resources Department routinely performs criminal background checks for prospective employees, volunteers, and committee members to access criminal records and histories maintained by the California Department of Justice. The City wishes to expand its criminal database access to include Federal Bureau of Investigation (FBI) histories and out-of-state records.

FISCAL IMPACT

The projected cost to perform the expanded criminal background checks proposed is $1,200 annually. These costs will be absorbed into the existing budget, no additional appropriation is being requested.

RECOMMENDATION

City Council adopt a resolution to authorize the City of Pittsburg to access state and national criminal history information for employment, licensing, or certification purposes.

BACKGROUND

As part of the hiring process, the City's Human Resources Department conditions offers of employment on the successful passing of a criminal background check by prospective employees, volunteers, and committee members. Presently, the City has indirect access to criminal histories maintained by the California Department of Justice; however, those records do not capture data relating to arrests and convictions occurring outside of California.

Under the current limitations, the City conceivably could unknowingly hire an employee or volunteer, or appoint a committee member, with a history of violent or sex-related crimes if

the crimes occurred out of state. Given national trends toward an increasingly transient population, this necessity is even more pronounced. It is critical staff be able to rely on these screening as an accurate measure of their employability.

In order to expand the scope and reliability of its background checks, staff would like to be able to access FBI records, which include information from the National Crime Information Systems (NCIS) Database covering all 50 states, along with international information gained from Interpol. Such information would not be shared with any private entity.

Under California Penal Code Sections 11105(b)(11) and 13300(b)(11), the City is required to adopt a resolution authorizing access to summary criminal history information for employment certification purposes as a pre-requisite to accessing the national and FBI databases. The California Department of Justice has provided staff with a template resolution, on which the resolution attached to this report is based.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

This item was reviewed and adopted by the City Council on April 15, 2019 as Resolution 19-13619. However, upon review, the State Criminal Justice Information Law Unit (CJILU) found that the portions of the resolution pertaining to “appointed committee members” and “licensing and certification” required clarification regarding additional categories subject to a fingerprint-based background check.

The revised resolution specifies the subject committees as the Planning Commission and the Community Advisory Commission. The licensing and certification purposes were also added to the resolution to clarify that the license or the certification check is required for prospective taxi drivers, firearm dealers, secondhand dealers, massage therapists, peddlers, solicitors, or mobile food vendors.

Under both of the above-cited statutes, and pursuant to Department of Justice and constitutional requirements, an individual with a criminal conviction record cannot be automatically excluded from employment. A determination must be made as to whether there are mitigating circumstances, and consideration must be given to the relationship between the risks or function of the position and the crime(s) previously committed.

However, in some circumstances, conviction of a given crime statutorily precludes hiring. For example, under Section 5164 of the California Public Resources Code, individuals convicted of certain sex crimes seeking positions involving supervision of minors cannot be hired under any circumstance. Further, in any position involving access to confidential information or City funds, conviction of a criminal record involving moral turpitude likely would also be a disqualifying factor.

The proposed resolution will facilitate the use of an enlarged criminal history database, allowing staff to more fully assess the background of potential employees, volunteers, and committee members, and providing an added layer of assurance that appropriate hiring decisions are made.

Pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), the City Council is asked to adopt a revised resolution to authorize the City of Pittsburg to access state and national criminal history information for employment, licensing, or certification purposes.

ATTACHMENTS: Resolution

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Authorizing the City of Pittsburg to Access	)	RESOLUTION NO. 19-
State and Federal Level Summary Information	)	
For Employment and Related Purposes	)	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, and districts to access state and local summary criminal history information for employment, licensing, or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, and districts to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigations (FBI); and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the City Council to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes; and

WHEREAS, on April 15, 2019, the City Council adopted Resolution 19-13619; and

WHEREAS, this Resolution modifies and supersedes previous Resolution 19-13619, to include required clarifying language.

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

Section 1.

The City of Pittsburg is hereby authorized to access state and federal level summary criminal history information for employment (including volunteers, contract employees, and appointed Planning Commission and Community Advisory Commission members), licensing or the certification for taxi driver, firearm dealers, secondhand dealers, massage therapists, peddlers, solicitors or mobile food vendors and may not disseminate the information to a private entity.

Section 2.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the Staffing Allocation in the Building Division

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Director of Community Development, recommends changing the staffing allocation plan by adding one (1) Combination Building Inspector position and removing one (1) Permit Technician position from the Building Division.

FISCAL IMPACT

A full-time Combination Building Inspector position with benefits would cost approximately $144,000 annually at the top step in the salary range. The current vacant positions of Permit Technician and seasonal (hourly) building inspector are budgeted at a combined cost of $152,608. If approved, the amendment will result in an overall savings for the Department. No new funds are requested.

RECOMMENDATION

City Council adopt a resolution to amend the authorized positions by exchanging one (1) regular full-time Permit Technician with one (1) regular full-time Combination Building Inspector position in the Building Division.

BACKGROUND

To keep pace with the need for inspections in the field and plan reviews for building permits, the Director of Community Development recommends the addition of a Combination Building Inspector.

The current budget for the Building Division includes a vacant Permit Technician position and a seasonal (hourly) building inspector position. The hourly position has remained vacant despite more than one year of open recruitment.

In accordance with Personnel Rule 3.4, the City Council is asked to allocate one full-time regular Combination Building Inspector position and remove one full-time regular Permit Technician position.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The duties of the Building Division include building permit management, construction inspection, building code enforcement, and the City's Residential Rental Inspection Program.

The volume and complexity of residential, commercial and industrial projects in the City is anticipated to continue for the next several years. Delays in processing plans and inspections due to short staffing are an inconvenience for residents who are improving their properties and may delay business expansions and openings important to the City's economy.

The City Council is asked to change the staffing allocation to exchange one (1) Permit Technician with one (1) Combination Building Inspector. No new funds are requested.

Once approved by the City Council, Human Resources will work with the Building Division to fill the full-time Combination Building Inspector vacancy.

ATTACHMENTS: Resolution

Report Prepared By: Jill Hecht, Director of Community Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to Allocate One Combination Building Inspector Position and Remove One Permit Technician Position	RESOLUTION NO. 19-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City Manager recommends amending the staffing allocation plan due to staffing needs in the Building Division; and

WHEREAS, the City's Personnel Rules call for the City Council to allocate positions to each classification.

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

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council approves the amendment to the authorized staffing allocation to add one full-time regular Combination Building Inspector position with a maximum salary range of $7,926 per month plus fringe benefits and remove one full-time regular Permit Technician.

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

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize an Amendment to the Employment Agreement for the City Attorney

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

On July 17, 2018, the City Council approved the appointment of Donna Mooney as City Attorney and authorized an employment agreement ending on September 4, 2021. This resolution would authorize an amendment to the current employment agreement to increase the salary and extend the agreement term for the City Attorney.

FISCAL IMPACT

If approved, the employment agreement amendment will result in increased payroll cost of $25,191 during Fiscal Year 2019/2020, which will be absorbed into the department's current allocated budget.

RECOMMENDATION

City Council approve the attached resolution authorizing the amendment of the employment agreement for Donna Mooney as City Attorney, increasing the annual base salary to $209,794, extending the term of the agreement to September 4, 2022, and authorizing the Mayor to sign the amendment to the employment agreement on behalf of the City.

BACKGROUND

In summer 2018, the Pittsburg City Council conducted a search to fill the position of City Attorney. At the time, the City advertised that the salary range had not yet been determined. The expected starting salary was advertised as up to $185,000 per year. After her selection, Ms. Mooney agreed to a starting base salary of $185,000 per year. Ms. Mooney accepted this salary amount with the agreement that City Council would review the salary and other benefits of the position of the City Attorney. The employment agreement requires a merit-based performance evaluation process after the first year of employment with the City.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

It is the compensation philosophy of the City Council to provide competitive salary and benefits to retain valued employees. Staff conducted a market-rate compensation survey of local City Attorney positions in Contra Costa County. Staff concluded that Pittsburg's current City Attorney salary rate was approximately 30% below the average City Attorney salaries of the comparative cities. The City Council conducted a performance review of City Attorney, Donna Mooney in closed session at its July 29, 2019 special meeting and provided authorization to the Mayor to negotiate with Ms. Mooney changes to her salary and benefits, including an equity adjustment to her base salary, consistent with direction provided. The Mayor and Ms. Mooney agreed upon the amended terms of Ms. Mooney's employment and the requisite employment agreement amendment was prepared.

ATTACHMENTS:

Resolution
Employment Agreement Amendment

Report Prepared By: Stacy Shell, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving an Amendment to the Employment)
Agreement of Donna Mooney as City Attorney) RESOLUTION 19-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City Council hired Donna Money to serve as City Attorney of the City of Pittsburg and entered into an employment agreement on September 4, 2018; and

WHEREAS, the City Council has directed staff to conduct a compensation survey of local City Attorneys and staff concluded that the City of Pittsburg's compensation for this position was below market rate; and

WHEREAS, the City Council has conducted a merit-based annual evaluation of Donna Mooney's performance; and

WHEREAS, the City Council desires to amend the terms of Donna Mooney's Employment Agreement; and

WHEREAS, Donna Mooney has indicated her concurrence with the amended terms of the Employment Agreement.

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

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council adopts this Resolution approving the Employment Agreement Amendment between the City of Pittsburg and Donna Mooney.

Section 3. This Resolution shall take effect on the 8th day of September 2019.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

EMPLOYMENT AGREEMENT
Amendment #1

THIS AMENDMENT TO THE EMPLOYMENT AGREEMENT, entered into this September 8, 2019 by and between THE CITY OF PITTSBURG, hereinafter called and referred to as "CITY" and Donna Mooney, hereinafter called and referred to as "EMPLOYEE."

Amendment to Section 2, Term

EMPLOYEE shall continue to be retained as the City Attorney of the CITY for an additional year ending on September 4, 2022.

Amendment to Section 5, Compensation

CITY and EMPLOYEE agree to amend Section 5, Compensation, by changing the annual rate of pay from $185,004 to $209,794 to reflect an 8% equity adjustment and 5% merit adjustment effective September 8, 2019.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

CITY OF PITTSBURG	EMPLOYEE
By_____	By_____
Juan Antonio Banales	Donna Mooney
Mayor	City Attorney

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement Project as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement Project ("the Project") was for removal and replacement of 100 linear feet of 24-inch raw water intake line at the Water Treatment Plant. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The Project was funded with $137,500 from the 2013/14 Water Treatment Plant Capital Repairs Project (Project 5050) which was authorized by the City Council on April 15, 2019. On May 20, 2019, City Council approved an increase to the contingency by $48,138. The Project had a total approved budget of $137,500.

The Project was completed within the budget authorized by the City Council. Any remaining funds shall be returned to source funds. A budget summary is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution accepting the Contract as complete and authorizing the City Engineer to execute a Notice of Completion. Staff recommends that all unspent funds be returned to the source funds for use on other Water Treatment Plant related projects.

BACKGROUND

In February 2018, Contract 2012-16B, Water Treatment Plant Phase IB Improvement Project, was completed, and included a connection to existing 24-inch and 30-inch water lines into the chlorine contact basin.

Several months after the work was complete, Water Treatment Plant staff found evidence of a leak in the 24-inch RCP raw waterline. Repairs required removal and replacement of a 100-foot section of 24-inch pipe.

On April 15, 2019, the City Council approved Resolution 19-13621, allocating $137,500 from the 2013/14 Water Treatment Plant Capital Repairs Project (Project 5050) to the Project and authorizing award of a construction contract to the lowest responsible bidder.

On April 16, 2019, staff received four bid proposals for construction of the Project. The bid proposal submitted by Pacific Underground Services in the amount of $74,420 was the lowest responsive and responsible bid.

On May 20, 2019, the City Council approved Resolution 19-13635 approving an increase to the contingency amount for the project to $55,580, with no increase to the overall approved project budget.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

During construction there was one contract change order for $14,733 for removal of concrete pipe encasements along the existing 24-inch waterline, conflicting underground utilities and an electrical duct bank that required additional support measures. The Project was completed on time and within the budget authorized by the City Council.

The Contractor completed the Project on June 7, 2019. The one-year warranty period began on June 7, 2019.

Total expenditures for the Project are $102,000. After all expenses are paid, approximately $35,500 of unspent funds in the Project will be available for other Water Treatment Plant related projects.

ATTACHMENTS: Resolution
Project Budget Summary

Report Prepared By: Gina Haynes
Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution to Accept Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement Project as Complete and Authorize the City Engineer to File a Notice of Completion	)))))	RESOLUTION NO. 19-

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

WHEREAS, Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement Project ("the Project") was for removal and replacement of 100 linear feet of 24-inch raw water intake line at the Water Treatment Plant; and

WHEREAS, on April 15, 2019, the City Council adopted Resolution 19-13621, allocating $137,500 from the 2013/14 Water Treatment Plant Capital Repairs Project (Project 5050) to the Project and authorizing award of a construction contract to the lowest responsible bidder; and

WHEREAS, on April 16, 2019, staff received four bid proposals for the Project and determined the bid proposal submitted by Pacific Underground Services in the amount of $74,420 was the lowest responsive and responsible bid; and

WHEREAS, during construction the Contractor encountered unforeseen conditions that require modification to the construction contract and an increase in the construction contingency; and

WHEREAS, on May 20, 2019 the City Council adopted Resolution 19-13635 to increase the contingency amount allowed for the project by $48,138 for a total contingency amount of $55,580; and

WHEREAS, there was one contract change order for $14,733 for removal of concrete pipe encasements along the existing 24-inch waterline, conflicting underground utilities and an electrical duct bank that required additional support; and

WHEREAS, the total contract cost including change orders is $89,152.51; and

WHEREAS, the Contractor completed the Project on June 7, 2019, and the one-year warranty period began on this date; and

WHEREAS, after all expenses are paid, approximately $35,000 of unspent funds in the Project account will be available for use on other Water Treatment Plant projects.

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 set forth below.

Section 2.
The Project is hereby accepted as complete.

Section 3.
The City Engineer is hereby authorized and directed to execute a Notice of Completion.

Section 4.
The remaining total estimated balance of approximately $35,000 of unspent funds in the Project account that are requested to be returned to the source fund for us on other related projects.

Section 5.
The City Clerk shall attach a certified copy of this Resolution to the executed Notice of Completion.

Section 6.
The City Engineer is directed to file said document with the Office of the Recorder of the County of Contra Costa, State of California, within ten (10) days from the date hereof.

Section 7.
The City Clerk shall certify to the adoption of this Resolution.

Section 8.
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____

Alice E. Evenson, City Clerk

Contract 2019-09, Water Treatment Plant Raw Water Intake Line Replacement
Project Budget Summary

Project Funding:	2013/14 Water Treatment Plant Capital Repairs Budget (Project 5050)	$137,500
	Funding Total	**$137,500**

Project Expenditures:

Miscellaneous:	Advertising	$0
(Code 1399)	Reproduction	$0
	Postage	$0
	Subtotal	$0
Construction:	Construction	$74,420
(Code 2281)	Construction Contingency	$14,733
	Subtotal	$89,153
Staff Time:	Staff Time During Construction	$6,200
(Code 1101)		
	Subtotal	$6,200
Administrative:	Administrative Overhead	$6,200
Overhead		
(Code 2372)	Subtotal	$6,200
	Expenditures Total	**$101,553**
	Remaining Balance	**$35,947**

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the Master Pay Schedule as Required by California Public Employees' Retirement System

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

To comply with CalPERS' interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5 by amending 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 pay schedule will be submitted to the City Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

FISCAL IMPACT

The amendment 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 occurred.

RECOMMENDATION

City Council adopt a resolution to amend 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, Title 2, Section 570.5 and the California Public Employees' Retirement System (CalPERS) relating to publicly 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, Title 2, 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.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Changes to master pay schedule reflect recent classification titles and/or salary adjustments from July and August 2019. The Executive Secretary to the Chief of Police title was updated to Executive Assistant to the Chief of Police. The Electrician and Electrician Apprentice titles changed to Electrical Technician Apprentice and Electrical Technician. The Geographic Information Systems Coordinator title changed to Geographic Information Systems (GIS) Analyst. An entry level Environmental Health Specialist I classification was created, and the title of the journey level Environmental Health Specialist changed to Environmental Health Specialist II. The Environmental Health Specialist II salary range was increased by 6% based on a market salary survey to help recruit more qualified applicants. Additionally, the classifications of Information Technology Analyst I, Information Technology Analyst II, and Senior Information Technology Analyst were added. Lastly, a Lead Electrical Technician classification was added to the Electrical Technician classification series.

AFSCME Management, Professional, Confidential and Teamsters bargaining units reviewed, approved and signed Side Letters of Agreement for these recent changes.

The adoption of the resolution will comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by amending 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
Pay Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution Amending Previously Adopted Employee Pay and Listing All Employee Compensation on a Publicly Available Master Pay Schedule	))))	RESOLUTION NO. 19-

The Pittsburg 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 amend previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg 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 amending previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg 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 at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w all incentives	UNIT
Account Clerk (Part 1 of 2)	109	07/01/18	3,719	3,905	4,100	4,305	4,520			4,570	AFSCME
Account Clerk (Part 2 of 2)	170	07/01/18	4,266	4,479	4,703	4,938	5,185			5,235	AFSCME
Accountant I	350	07/01/18	5,639	5,921	6,217	6,528	6,854			6,904	MPC
Accountant II	500	07/01/18	6,312	6,628	6,959	7,307	7,672			7,722	MPC
Accounting Technician	220	07/01/18	4,981	5,230	5,492	5,767	6,055			6,105	AFSCME/MPC
Administrative Analyst I	390	07/01/18	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Administrative Analyst II	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Administrative Assistant (Part 1 of 2)	100	07/01/18	3,711	3,897	4,092	4,297	4,512			4,562	AFSCME
Administrative Assistant (Part 2 of 2)	160	07/01/18	4,297	4,512	4,738	4,975	5,224			5,274	AFSCME/MPC
Administrative Officer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Administrative Coordinator	350	12/17/18	5,639	5,921	6,217	6,528	6,854			6,904	MPC
Administrative Specialist	290	07/01/18	5,324	5,590	5,870	6,164	6,472			6,522	MPC
Assistant City Engineer	920	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Assistant City Manager	950	07/14/19	14,744				18,815			18,815	Sr. Exec Team
Asst. Director of Economic Dev & Recreation	887	07/14/19	10,700				13,004			13,004	Mgmt Group
Assistant Director of Finance	887	07/14/19	10,700				13,004			13,004	Mgmt Group
Assistant Director of Public Works	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Assistant Planner	450	07/01/18	6,212	6,523	6,849	7,191	7,551			7,979	MPC
Assistant to the City Manager	835	07/14/19	10,278				12,492			12,492	Mgmt Group
Associate Planner	740	07/01/18	7,191	7,551	7,929	8,325	8,741			9,228	MPC
Building Inspection Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Business Development Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Business License Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Chief Building Official	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Chief of Police	955	07/14/19	15,022				18,991			23,074	Sr. Exec Team
City Attorney	943	07/01/18					15,417			15,417	Contract
City Clerk							470			470	Elected Official
City Council							500			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	07/14/19	11,455				13,923			13,923	Mgmt Group
City Manager	960	02/04/19					20,551			20,551	Contract
City Treasurer							470			470	Elected Official
Civil Engineer I	510	07/01/18	6,494	6,819	7,160	7,518	7,894			8,339	MPC
Civil Engineer II	780	07/01/18	7,519	7,895	8,290	8,705	9,140			9,647	MPC
Combination Building Inspector	520	07/01/18	6,522	6,848	7,190	7,549	7,926			7,976	AFSCME
Community Outreach Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Community Relations Manager	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Community Services Specialist	258	07/01/18	5,184	5,443	5,715	6,001	6,301			6,351	AFSCME
Compliance Principal	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,593	MPC
Contract Analyst	390	07/01/18	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Crime Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Customer Service Representative	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME
Deputy City Clerk	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Development Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w all incentives	UNIT
Director of Community Development	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Community Services	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Finance	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Human Resources	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Public Works	945	07/14/19	13,624				16,562			16,562	Sr. Exec Team
Director of Records and Council Services	8351	07/14/19	10,278				12,492			12,492	Sr. Exec Team
Director of Recreation and Maint. Services	920	07/14/19	11,455				13,923			13,923	Mgmt Group
Director of Water Utilities	935	07/14/19	13,112				15,936			15,936	Mgmt Group
Electrical Technician	420	07/01/18	6,011	6,312	6,628	6,959	7,307			7,892	Teamsters
Electrical Apprentice	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,303	Teamsters
Engineering Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Engineering Technician I	310	07/01/18	5,444	5,716	6,002	6,302	6,617			6,667	AFSCME
Engineering Technician II	460	07/01/18	6,304	6,619	6,950	7,297	7,662			7,712	AFSCME
Environmental Affairs Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Environmental Health Specialist I	390	07/15/19	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Environmental Health Specialist II	700	07/15/19	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Equipment Mechanic	270	07/01/18	5,310	5,576	5,855	6,148	6,455			6,971	Teamsters
Equipment Shop Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Executive Assistant	400	07/14/19	6,018				7,314			7,314	Mgmt Group
Executive Assistant to the Chief of Police	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Finance Division Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Financial Analyst	580	07/01/18	7,083	7,437	7,809	8,199	8,609			8,659	MPC
GIS Analyst	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Harbormaster	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Housing Inspector	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Housing Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Housing Specialist	210	07/01/18	4,898	5,143	5,400	5,670	5,954			6,004	AFSCME
Human Resources Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Human Resources Manager	890a	07/14/19	10,278				12,492			12,492	Mgmt Group
Human Resources Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Information Technology Analyst I	420	07/15/19	6,011	6,312	6,628	6,959	7,307			7,357	MPC
Information Technology Analyst II	720	07/15/19	7,037	7,389	7,758	8,146	8,553			8,603	MPC
Information Technology Manager	855	10/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Finance Division Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Lead Community Services Specialist	415	07/01/18	6,001	6,301	6,616	6,947	7,294			7,344	AFSCME
Lead Electrical Technician	705	08/19/19	6,959	7,307	7,672	8,056	8,459			9,136	Teamsters
Lead Marina Services Worker	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,094	Teamsters
Lead Police Records Clerk	255	07/01/18	5,225	5,486	5,760	6,048	6,350			6,400	AFSCME
Lead Public Works Superintendent	885	07/01/18	10,685	11,219	11,780	12,369	12,987			13,037	MPC
Maintenance Assistant	95	07/01/18	3,372	3,541	3,718	3,904	4,099			4,304	Teamsters
Maintenance Ld Worker - Env. Services/Fac. Util.	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,296	Teamsters
Maintenance Worker I - Env. Services/Fac. Util.	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,445	Teamsters
Maintenance Worker II - Env. Services/Fac. Util.	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,303	Teamsters
Office Assistant	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w all incentives	UNIT
Payroll Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Permit Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Pest Control Specialist	470	07/01/18	6,243	6,555	6,883	7,227	7,588			7,967	Teamsters
Planning Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Planning Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Captain	650	07/14/19	12,730	13,366	14,034	14,736	15,473	16,247		20,552	PMG
Police Evidence Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Lieutenant	640	07/14/19	11,097	11,652	12,235	12,847	13,489	14,163		17,916	PMG
Police Officer	600	07/14/19	6,053	6,356	6,674	7,008	7,358	7,726	8,112		POA
Police Officer (Continuation of Steps H & I)	600	07/14/19						8,518	8,944	12,479	POA
Police Records Clerk (Part 1 of 2)	110	07/01/18	3,898	4,093	4,298	4,513	4,739			4,789	AFSCME
Police Records Clerk (Part 2 of 2)	180	07/01/18	4,512	4,738	4,975	5,224	5,485			5,535	AFSCME
Police Records Supervisor	540	07/01/18	6,590	6,920	7,266	7,629	8,010			8,060	MPC
Police Sergeant	625	07/14/19	8,599	9,029	9,480	9,954	10,452	10,975		16,078	POA
Police Services Administrator	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Power Company Manager	920a	07/14/19	11,455				13,923			13,923	Mgmt Group
Property and Evidence Coordinator	410	07/01/18	5,999	6,299	6,614	6,945	7,292			7,342	AFSCME
Public Works Superintendent	880	07/01/18	9,230	9,691	10,176	10,685	11,219			11,269	MPC
Public Works Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Purchasing Analyst	720	07/01/18	7,037	7,389	7,758	8,146	8,553			8,603	MPC
Records Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	AFSCME
Recreation Coordinator	230	07/01/18	5,055	5,308	5,573	5,852	6,145			6,195	AFSCME
Recreation Supervisor	550	07/01/18	6,603	6,933	7,280	7,644	8,026			8,076	MPC
Redevelopment Project Manager	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Revenue Operations Supervisor	745	10/15/18	7,238	7,600	7,980	8,379	8,798			8,848	MPC
Senior Administrative Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Civil Engineer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Senior Combination Building Inspector	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Senior Financial Analyst	790	07/01/18	8,200	8,610	9,040	9,492	9,967			10,017	MPC
Senior Human Resources Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Information Technology Analyst	820	07/15/19	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Planner	840	07/01/18	8,326	8,742	9,179	9,638	10,120			10,676	MPC
Senior Redevelopment Project Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Sweeper Operator	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,294	Teamsters
Utility Lineworker	420	02/19/19	6,011	6,312	6,628	6,959	7,307			7,453	Teamsters
Utility Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Utility Technician - (Electric/Gas)	805	07/01/18	7,711	8,097	8,502	8,927	9,373			9,842	Teamsters
Water Instrument/Maintenance Technician I	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Instrument/Maintenance Technician II	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Maintenance Mechanic I	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Maintenance Mechanic II	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Plant Apprentice Operator	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,128	Teamsters
Water Plant Operator	560	07/01/18	7,071	7,425	7,796	8,186	8,595			9,755	Teamsters
Water Plant Superintendent	883	07/01/18	9,692	10,177	10,686	11,220	11,781			12,231	MPC
Water Plant Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			11,616	MPC
Water Quality Analyst I	380	07/01/18	6,198	6,508	6,833	7,175	7,534			8,371	Teamsters
Water Quality Analyst II	710	07/01/18	7,462	7,835	8,227	8,638	9,070			9,984	Teamsters

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w all incentives	UNIT
SEASONAL CLASSIFICATIONS ARE NOT ELIGIBLE FOR INCENTIVES											
Expert Consultant	0910	03/16/15	30.00				100.00				n/a
High School Intern	0550	01/01/19					12.00				n/a
Intern (college-level)	0510	01/01/19	13.50		15.00		16.50		18.00		n/a
Maintenance Aide	0530	01/01/19	12.37	13.03	13.74	14.48	15.25	16.06	16.92	17.82(H) 18.76(I)	19.76(J) 20.81(K)
Maintenance Helper	0520	01/01/19					12.00				n/a
Police Officer Trainee	6009	7/1/4/19	29.10	20% less than Police Officer Step A							n/a
Recreation Leader I	0550	01/01/19					12.00				n/a
Recreation Leader II	0560	01/01/19	12.50		13.00		13.50				n/a
Recreation Leader III	0570	06/17/13	13.00	14.00	15.00	16.00	17.00	18.00	19.00		20.00 (H)

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize the City Manager to Execute an Agreement with Ambrose Recreation and Park District for Construction Management of the Ambrose Park Restroom Project

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

Ambrose Memorial Park is located at 125 Memorial Way and is owned and operated by the Ambrose Recreation and Park District. The District has asked the City to manage the project to replace the park restroom building, in an effort similar to the successful Ambrose Pool project. If the agreement is approved, the District will reimburse the City for staff time and materials from project funds.

FISCAL IMPACT

If approved, the agreement will result in the City receiving reimbursement of staff costs for time spent on construction management of the Ambrose Park Restroom Project ("Project"). The current preliminary budget for the Project is $510,000. All Project funds are the responsibility of the Ambrose Recreation and Park District (ARPD) and would be deposited with the City in a project account.

RECOMMENDATION

City Council adopt the attached resolution approving an agreement with the Ambrose Recreation and Park District for construction management services for the Ambrose Park Restroom Project and authorizing the City Manager to execute the agreement.

BACKGROUND

On December 19, 2011, the City Council adopted Resolution 11-11739, approving an agreement with ARPD for the City to provide construction management for a $3 million project to replace Ambrose Pool. City staff administered the design process, bidding, and management of the construction project under the direction of the ARPD. The City's staff costs were reimbursed from project funds. The pool project was completed in June 2017.

On July 11, 2019, the ARPD Board of Directors approved a project to replace a restroom at Ambrose Memorial Park, approved a project budget of $510,000, and authorized the ARPD General Manager to negotiate an agreement with the City for construction management services.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

ARPD owns and operates Ambrose Memorial Park within the city limits and is supported by property tax assessments paid by residents of Bay Point and a portion of Pittsburg. The restroom on the lower level of the park is in disrepair and requires replacement.

ARPD has secured funds and its Board of Directors approved a project budget of $510,000 for design and construction of a new restroom. ARPD lacks sufficient staff to manage the day-to-day construction and has requested, and the City has agreed to provide, construction management services for the Project, including management of the design process and construction contractor, inspections, and processing of payments for project related expenses.

Staff has reviewed the attached agreement, which has also been reviewed by the Contra Costa County Counsel's Office on behalf of ARPD.

The agreement requires ARPD to deposit project funds in a construction account with the City to reimburse the City for its cost of staff time, any legal fees and other costs directly related to the Project. In return, the City will provide day-to-day management of the construction project, including inspections, reports, processing of contractor payments, and other tasks associated with the successful administration of a public construction project.

The Project is the responsibility of ARPD. The City's role is as a contractor and construction manager. The restroom structure and Ambrose Memorial Park will remain the property and responsibility of ARPD.

Staff is requesting approval of the attached agreement and authorization of the City Manager to execute the contract.

ATTACHMENTS: Resolution
Agreement and Exhibit A - Site Plan

Report Prepared By: Jill Hecht, Director of Community Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution of Approval of an Agreement) RESOLUTION NO. 19-
With Ambrose Recreation and Park)
District for Construction Management of)
Ambrose Park Restroom Project)

The Pittsburg City Council DOES RESOLVE as follows:

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

WHEREAS, Ambrose Recreation and Park District has requested City staff's assistance with construction management services for the project; and

WHEREAS, the City desires to enter into an agreement to provide such services in order to continue its supportive and productive relationship with the Ambrose Recreation and Park District in providing recreational opportunities to the public.

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 approves the execution of an agreement with the Ambrose Recreation and Park District for construction management services for the Ambrose Restroom Project at 125 Memorial Way.

Section 3.

The City Council hereby authorizes the City Manager, as agent, to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the project(s).

Section 4.

This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice Evenson, City Clerk

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES
AMBROSE RESTROOM PROJECT, 125 MEMORIAL WAY, BAY POINT, CALIFORNIA

This Agreement for Construction Management Services ("Agreement") is entered into by and between the Ambrose Recreation and Park District ("the District"), a California special district, and the City of Pittsburg ("the City"), a municipal corporation, on _____, 2019.

RECITALS:

A. The District owns and operates a public park located at 125 Memorial Way, Pittsburg, California, known as Ambrose Memorial Park, which includes among other amenities, a swimming pool ("Ambrose Aquatic Center.")

B. The District and the City previously entered into an agreement for the renovation of the Ambrose Aquatic Center whereby the City provided certain design and construction management services to the District. This project is complete.

C. The District and the City now desire to enter into an agreement for the design, bidding and construction of a public restroom at Ambrose Memorial Park (the "Ambrose Restroom Project" or "Project"), at a location within Ambrose Memorial Park as identified on the Site Map, which is attached hereto as Exhibit A and incorporated herein.

D. The District and the City each have authority to construct the Ambrose Restroom Project, pursuant to California Public Resources Code Section 5786 (c) and California Government Code Section 40401 (b), respectively.

E. California Public Resources Code Section 5786.11 and Government Code Section 6502, authorize the District and City, respectively, to contract with other governmental entities to carry out its statutory purpose of providing recreation facilities and to enter into an agreement with the City to do any and all things necessary or convenient in carrying out its statutory purposes.

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

I. Administration of Construction

A. The City shall provide the District with a complete set of drawings and specifications for the Ambrose Restroom Project for bid and construction purposes. The District may request changes to the drawings and specifications and the City shall not proceed with bidding until the drawings and specifications have been approved by District. The City

shall administer the bidding process and shall manage construction of the Project, either directly with City staff or by contract with an independent contractor. The City may, after conferring with District regarding among other things, cost, also enter into agreements with service professionals including but not limited to, a structural engineer, special inspector, materials testing engineer and other professionals as needed. The form of these agreements shall be approved by District in writing in advance of execution, such approval will not be unreasonably withheld. The City shall provide the District with copies of all such agreements promptly upon execution of each agreement.

B. The District shall have the authority to review the bids for construction of the Project and must approve in writing the responsive bid of the apparent lowest responsible bidder before award is made by the City. The District shall have authority to review and to reasonably approve or reject any changes other than minor changes to the drawings and specifications for construction of the Project. The City shall provide copies of all non-minor change orders in excess of $5,000 to the District for the District's review in an expeditious manner**.**

C. Upon issuance of the certificate of occupancy for the Project, or upon substantial completion of the Project to the District's reasonable satisfaction and with the City's prior written permission, the District may open the restroom for public use. Prior to opening the restroom, the District shall give the City written notice of the District's acceptance of the Project and shall file a Notice of Completion.

II. Finance

A. The costs of constructing the Project and construction management shall be the responsibility of the District. Any and all costs of constructing the Project, including, but not limited to, costs due to change orders, stop notices and claims by contractors and/or subcontractors, and costs under this Agreement shall be the responsibility of the District. On or before the advertisement of the construction contract, the District shall deposit the sum of Five Hundred Ten Thousand dollars ($510,000) with the City. The City shall place these funds in an interest-bearing account (the "Construction Account"). Deposits made to the Construction Account by the District shall at all times be and remain the property of the District. Deposits made to the Construction Account by the City shall remain the property of the City, until those funds are spent on Project related expenses. District shall have the right to audit the Construction Account at any time upon forty-eight (48) hours written notice and City shall cooperate with any such audit.

B. If at any time the sum of the funds in the Construction Account fall below the dollar amount of any outstanding obligations, plus 10 percent, the City

shall notify the District in writing of such deficiency and within ten (10) days following receipt of such a notice, the City and the District shall meet and confer to determine if additional funding is available for the Project. If after meeting and conferring the City and the District are unable to secure additional funding for the Project within twenty (20) days, the City may suspend construction of the Project, assign the construction contract with the Contractor to District, or terminate this Agreement. The District shall be liable for all damages, fees, costs, and expenses stemming from the suspension of the Project, any assignment or termination of the construction contract with the Contractor, and/or termination of this Agreement.

C. If the final cost of constructing the Project, including payments to the City under this Agreement and such payments the City is obligated to make pursuant to any contractual obligations of the City relating to this Agreement or the Project, or any monies withheld pursuant to stop notices or applicable law, is less than the total amounts deposited by the District, (plus interest on the deposits) into the Construction Account, the City shall refund any remaining funds deposited by the District in the Construction Account including interest to the District within forty-five (45) days after recordation of the Notice of Completion of the Project, which shall be subsequent to the District's acceptance of the Project.

D. The City agrees to waive its processing and other development fees and/or permit fees generally imposed by the City other than the fees specified herein. Upon completion of the Project and payment of any claims, the City shall account for all funds and promptly provide the District with a final report of all Project receipts and costs. The District may also request reasonable interim reports concerning Project receipts and costs, which the City shall promptly provide. The District shall pay any fees charged by third parties where the City serves merely as the pass-through agent for collection of the fees.

III. Payments

The City shall make payments from the Construction Account for the costs of construction of the Project as follows:

A. The City shall pay the general contractor in accordance with the provisions of the construction specifications and the contract with the general contractor, as approved by the District.

B. The City shall pay the architect and construction manager, the structural engineer, special inspectors and the material testing engineers and any other professional service provider in accordance with the applicable contract provisions, as approved by the District.

C. The District shall reimburse the City for its cost of staff time, any legal fees, and other costs directly related to the Project. The City will provide a summary of costs paid by the District as part of the City's final accounting of the Project.

IV. Claims

If the general contractor and/or any subcontractor files a claim for additional compensation with the City which exceeds the balance in the Construction Account, the City shall assign any obligation to pay the claim to the District and the District shall accept assignment. For the purposes of pursuing a claim against the District, a general contractor and/or subcontractor shall be deemed a third party beneficiary of this Section 4. The parties understand and agree that the District shall be solely responsible for paying or otherwise resolving any such claims and that the City shall have no liability or responsibility whatsoever for such claims.

V. Termination

A. Either party's failure to perform any material provision of this Agreement shall constitute a default. If a party is in default under this Agreement, the non-defaulting party may terminate this Agreement by giving twenty days prior written notice to the defaulting party, during which the defaulting party shall have the opportunity to cure the default.

B. If in the event the bid submitted by the lowest responsible and responsive bidder for constructing the Project is greater than Five Hundred Ten Thousand Dollars ($510,000) or if the District refuses to approve in writing the responsive bid of the apparent lowest responsible bidder, either party may terminate this Agreement immediately by giving written notice of termination to the other party, provided however that the parties shall first meet and negotiate in good faith for twenty-one (21) days in an effort to find a solution that will result in the construction contract coming in at or below Five Hundred Ten Thousand Dollars ($510,000) . If this Agreement is terminated by either party, the City shall refund any remaining balance of funds in the Construction Account (including interest) to the funding sources after reimbursement to City for the cost of staff time and legal fees related to the Project, within fourteen (14) days of receipt of notice of termination.

C. If this Agreement is terminated by either party, all rights and obligations, including but not limited to any sums currently or subsequently due, under the contract with the general contractor and the contracts specified in Section I above, shall be deemed to have been assigned to the District and the City shall have no further obligations thereunder.

VI. Indemnification

A. The District shall indemnify, defend and hold harmless the City and its officers, officials, agents, employees and volunteers against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property, liability for negligent supervision of construction, construction defects (latent or patent), cost overruns or other liability of any nature, arising out of or in any way connected with the performance of the Agreement except for damages caused by the sole negligence or willful misconduct of the City.

B. To the extent permitted by applicable law, the City shall require the contractor and the service professionals retained by City pursuant to this Agreement to hold harmless the City, the District and their respective officers, officials, agents, employees and volunteers against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including related attorneys' fees, arising out an any injury or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with performance of the contracts to which such contractor and service professionals have entered into with City related to the Project, except for damages caused by the sole or active negligence or willful misconduct of the City or the District.

VII. Insurance

The District is insured by CAPRI, a joint powers authority, and shall provide the City with documentation of coverage or a letter of self-insurance within thirty (30) days of the effective date of this Agreement.

The District shall maintain comprehensive general liability insurance in an amount of not less than One Million Dollars ($1,000,000) combined single limit per occurrence, and Three Million Dollars ($3,000,000) in the aggregate, providing certificates of insurance to the City and naming the City as additional insureds, and providing for 30-days prior notice of cancellation or material reduction in coverage. The City's insurance shall be excess and non-contributory.

VIII. Release

The District agrees to release the City and its officers, officials, agents, employees and volunteers from any claims by or liability to the District arising out of the design, construction and management of the Project, including construction defects except for claims or liability caused by the sole negligence or willful misconduct of City or its officers, officials, agents, employees or designated volunteers. The District's sole remedy, if any, for any claims or liability that are not caused by the negligence or willful

misconduct of City, or its officers, officials, agents employees or designated volunteers shall be with the contractors (including all service vendors, such as the architect) engaged by the City. In this regard, the City agrees to assign to the District any right to proceed against any contractors of City for any damages to the District.

IX. Assignment: Successors

Except as otherwise provided in this Agreement, this Agreement may not be assigned without the prior written agreement of the non-assigning party. Subject to that restriction, the terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

X. Authority

The City and the District warrant that the person executing this Agreement on behalf of each respective party is fully authorized by such party to do so.

XI. Notices

All notices required to be given under this Agreement shall be in writing and sent by (a) first class mail, postage prepaid, in which case notice shall be deemed delivered three (3) business days after deposit in the United States Mail; (b) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or (c) telecopy or similar means, in which case notice shall be deemed delivered one (1) business day after the day it was transmitted by telecopier or similar means, provided that a transmission report is generated reflecting the accurate transmission of the notices. The place for delivery of all notices given under this Agreement shall be as follows:

District: Ambrose Recreation and Park District
Attn: Doug Long, General Manager
3105 Willow Pass Road
Bay Point, CA 94565
dlong@ambroserec.org

City: City of Pittsburg
Attn: Garrett Evans, City Manager
65 Civic Avenue
Pittsburg, CA 94565
gevans@ci.pittsburg.ca.us

or to such other addresses that the District or the City may respectively designate by written notice to the other.

XII. Entire Agreement

This Agreement and the attached exhibits contains the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by both parties or their respective successors in interest.

XIII. Construction

The section heads and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

XIV. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waver of a subsequent breach of the same or any other provision of this Agreement.

XV. Modification

No waiver or modification of this Agreement is valid unless made in writing and signed by both parties.

XVI. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together, shall constitute one instrument.

XVII. Estimated Construction Costs

The estimated cost of architectural, engineering, management, inspection, and Project related costs and fees pursuant to this Agreement is Five Hundred Ten Thousand dollars ($510,000).

XVIII. Compliance with Applicable Laws

City and District shall comply with all federal, state and local laws and regulations relative to the performance of this Agreement. The City, in its procurement of contractors and management of the Project, shall comply with all applicable requirements of federal, State and local laws, including, but not limited to, the provisions

of the California Labor Code. This Agreement shall not be deemed to limit the City's authority to enforce land use regulations, building codes and other applicable laws. The District shall comply with all such laws.

XIX, Ownership of Project

Notwithstanding anything in this Agreement to the contrary the Project and each and all of its components shall be and remain the property of District.

XX. Representation

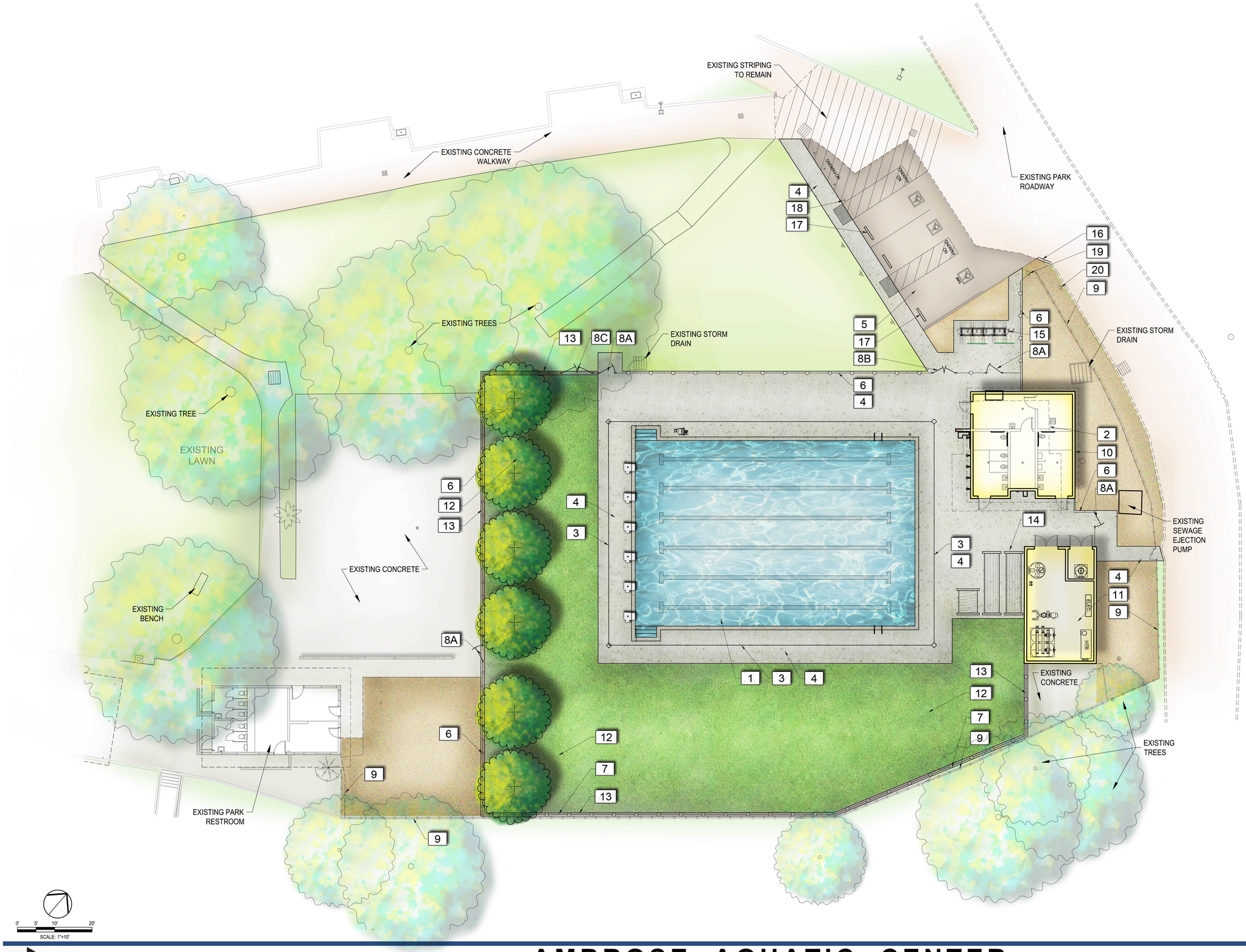
This Agreement is executed voluntarily by each of the parties hereto, each of whom have been legally advised by independent counsel of their choice as to the content and effect of this Agreement.

Executed the day and year first above written, by the parties as follows.

DISTRICT	CITY OF PITTSBURG
By: _____	By:_____
Title: _____	Title:_____
Attest:	Attest:
	APPROVED AS TO FORM:
_____	By: _____
	Title: _____

Attachments: The following documents are attached to this Agreement:

Exhibit "A"



LEGEND

SYMBOL	DESCRIPTION
1	RECONFIGURED POOL (25` x 75`)
2	EXISTING PUMP HOUSE BUILDING TO BE REMOVED
3	POOL PERIMETER SLOT DRAIN
4	CONCRETE POOL DECKING & PADS
5	ASPHALT ADA PARKING AREA, STRIPING AND SIGNAGE
6	8 FOOT HIGH GALVANIZED STEEL 1x1 CHAINLINK FENCE
7	11 FOOT HIGH GALVANIZED STEEL 1x1 CHAINLINK FENCE
8	CHAINLINK ACCESS GATES (A) - 48" OPENING (W/ PANIC BAR) (B) - 72" OPENING (W/ PANIC BAR) (C) - 96" OPENING (MAINTENANCE)
9	EXISTING CHAINLINK FENCE TO REMAIN
10	PREFABRICATED CMU BLOCK WALL RESTROOM BUILDING WITH LIFEGAURD CHECK-IN WINDOW, STORAGE, OUTDOOR SHOWERS
11	POOL EQUIPMENT PAD WITH 8` HIGH CMU BLOCK WALL ENCLOSURE. STEEL DOORS.
12	NEW NATURAL TURF LAWN
13	12" WIDE FLUSH CONCRETE MOW STRIP (UNDER PERIMETER FENCE)
14	STORAGE LOCATION FOR POOL BLANKET REELS AND LANE LINE REEL
15	BIKE RACK (10 BIKES)
16	AC DIKE
17	TIRE STOP
18	BOLLARD
19	EXISTING 12" POWER POLE W/TRANSFORMER
20	10" SERVICE POLE

PRELIMINARY LANDSCAPE LEGEND

SHADE TREE
24" BOX / 15 GALLON TREES. LOW WATER USE PLANTS. INSTALL MEDIUM SIZED TREES FOR SHADE AND SCREENING PURPOSES AT THE POOL FACILITY.
CINNAMOMUM CAMPHORA / CAMPHOR TREE
GINKGO BILOBA `AUTUMN GOLD` TM / MAIDENHAIR TREE
PLATANUS X ACERIFOLIA `YARWOOD` / LONDON PLANE TREE
ROBINIA PSEUDOACACIA `PURPLE ROBE` / PURPLE ROBE LOCUST

TURF
NATURAL SOD TURF TO BE INSTALLED PER CITY PARKS AND RECREATION STANDARDS AND REQUIREMENTS.
BLUE/RYE 50/50 MIX / PER CITY SPECIFICATIONS

RECYCLED NATURAL BARK MULCH
NATURAL RECYCLED BARK MULCH TO BE INSTALLED PER CITY PARKS AND RECREATION STANDARDS AND REQUIREMENTS.
4" DEPTH MINIMUM INSTALLED TO STABILIZE AREAS WHERE EXISTING BATHHOUSE IS REMOVED AND IN EXPOSED UNPLANTED LANDSCAPE AREAS OF THE PARK.

AMBROSE AQUATIC CENTER

SWIMMING POOL & FACILITIES RENOVATION

PROPOSED SITE LAYOUT PLAN

125 Memorial Way, Bay Point, California 94565
09.10.2015

SIEGFRIED
CIVIL ■ STRUCTURAL ■ LANDSCAPE ■ SPORTS ■ SURVEY
STOCKTON ■ SACRAMENTO ■ SAN JOSE
3244 Brookside Road, Suite 100 Stockton, California 95219
209-943-2021 www.siegfriedeng.com Fx: 209-942-0214

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept the Plans and Specifications and Authorize Award of Contract 2019-06 Montezuma Slough Pump Station Reconstruction Project

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

Contract 2019-06, Montezuma Slough Pump Station Reconstruction Project ("the Project") is for the removal and replacement of the pump station adjacent to the Montezuma Slough to alleviate flooding on West 8th Street during storms. Adoption of this resolution will accept plans and specifications for the Project and authorize the City Manager to award a construction contract in an amount up to $320,000.

FISCAL IMPACT

The City Council approved allocation of $125,000 from the Sewer Operations Fund (Fund 521) for design and bidding of the Montezuma Slough Pump Station Reconstruction Project (Project 5208).

Based on the engineer's estimate, the allocation of an additional $350,000 from the Sewer Facilities Reserve Fund (Fund 522) will be sufficient to award a construction contract in an amount up to $320,000. If approved, the new total Project budget will be $475,000. A Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution accepting the plans and specifications for the Montezuma Slough Pump Station Reconstruction Project, allocating $350,000 from the Sewer Facilities Reserve Fund (Fund 522) to the Project, and authorizing the City Manager to award a contract in an amount up to $320,000 for its construction.

BACKGROUND

On February 13, 2019, severe weather and high winds caused significant damage to the Montezuma Pump Station, which is more than 50 years old. The floor and support system collapsed, causing significant damage to the pump and pump house.

Public Works staff used an emergency back-up pump to help alleviate flooding on West 8th Street during storm events last winter. The Montezuma Slough pump station is a critical flood control facility and immediate replacement is necessary to ensure that the system is returned to full operation in time for the 2019/20 rainy season.

On May 6, 2019, the City Council approved Resolution 19-13625 allocating $125,000 from the Sewer Operations Fund (Fund 521) for design and bidding of the Montezuma Slough Pump Station Reconstruction Project.

Plans, and specifications for the Project were completed by consultant Brown and Caldwell and accepted by the City Engineer on August 26, 2019.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Montezuma Slough pump station is an integral part of the stormwater discharge system for downtown, helping alleviate flooding in the upstream neighborhood adjacent to the drainage channel near Beacon Street and West 8th Street.

Completion of this project prior to the 2019/20 rainy season is a high priority and will free up the emergency back-up pump for use at other locations when necessary.

Staff is requesting authorization for the City Manager to award a construction contract in an amount up to $320,000 to the lowest responsive responsible bidder. This will expedite the construction schedule and allow the work at the Montezuma Slough Pump Station to be completed prior to the rainy season.

Staff is also requesting the City Council adopt the resolution establishing a construction contingency of a maximum of 15% of the contract amount. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency amount and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

Staff will review the bids received and compare the proposed contract amount to the available budget. If the budget is not sufficient to award a contract within the limit specified in the attached Resolution, Staff will return to the City Council to request additional funding and authorization of award.

The Montezuma Slough Pump Station Project is Categorically Exempt from the CEQA review process per Class 2, Section 15302 “Replacement or Reconstruction” of the CEQA Guidelines.

ATTACHMENTS: Resolution
Project Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

Project Budget Summary
Contract 2019-06, Montezuma Pump Station Replacement Project

Project Funding

	Fund 521 Sewer Operations Fund (previous allocation)	$125,000
	Sewer Facilities Reserve Fund (Fund 522)	$350,000
	Funding Total	**$475,000**

Project Expenditures:

Design:	Design Engineering		$88,300
(Code 2122)	Design Engineering Survey		$6,300
	Design Engineering (Pre Demolition Survey)		$2,000
	Design Engineering Geotechnical		$11,200
	Design Contingency		$6,700
		Subtotal	$114,500
Miscellaneous:	Advertising		$500
(Code 1399)	Reproduction		$500
	Postage		$500
		Subtotal	$1,500
Construction			
(Code 2281)	Construction		$320,000
	Construction Contingency (~10%)		$25,000
			$345,000
Staff Time:	Staff Costs During Design Phase		$3,000
(Code 1101)	Staff Costs During Construction Management		$4,000
		Subtotal	$7,000
Admin Overhead	Staff Overhead Costs During Design Phase		$3,000
(Code 2372)	Staff Overhead Costs During Construction		$4,000
		Subtotal	$7,000
		Estimated Total Expenditures	**$475,000**

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution to Accept the Plans and Specifications and Authorize Award of Contract 2019-06, Montezuma Slough Pump Station Reconstruction Project	))))	RESOLUTION NO. 19-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on February 13, 2019, severe weather and high winds caused significant damage to the Montezuma Pump Station, which is located adjacent to the Montezuma Slough, west of Beacon Street; and,

WHEREAS, Contract 2019-06, Montezuma Slough Pump Station Reconstruction Project (the "Project") is for the replacement of the pump station; and

WHEREAS, this project is necessary to restore the pump station to operation, and help alleviate flooding on West 8th Street during storm events; and

WHEREAS, on May 6, 2019, the City Council approved Resolution 19-13625 allocating $125,000 from the Sewer Operations Fund (Fund 521) for design and bidding of the Montezuma Slough Pump Station Reconstruction Project; and

WHEREAS, plans, and specifications for the Project were completed by Brown and Caldwell and accepted by the City Engineer on August 26, 2019; and

WHEREAS, the Project is Categorically Exempt from the CEQA review process per Class 2, Section 15302 "Replacement or Reconstruction" of the CEQA Guidelines; and

WHEREAS, Staff requests that the City Council adopt a resolution accepting plans and special provisions for the Project and authorizing the City Manager to execute a contract for construction of the Project in an amount up to $320,000 and establish a total Project budget of $475,000; and

WHEREAS, Staff is requesting the City Council adopt the resolution establishing a construction contingency of a maximum of 15% of the contract amount, and recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency amount and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

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

Section 1.

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

set forth below.

Section 2.

The plans and specifications for the Project are hereby accepted.

Section 3.

The City Council hereby authorizes allocation of $350,000 from the Sewer Facilities Reserve Fund (Fund 522) to the Project (Project 5208).

Section 4.

The City Council hereby authorizes the City Manager to execute a construction contract for the Project to the lowest responsive responsible bidder for an amount up to $320,000 and approves a total Project budget of $475,000.

Section 5.

The City Council hereby authorizes establishment of a construction contingency of a maximum of 15% of the contract amount. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

Section 6.

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

Section 7.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept the 2018 Patch Paving Contract as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The 2018 Patch Paving Project ("the Project") was for the removal and replacement of failed asphalt on Railroad Avenue. This Resolution will accept construction as complete and authorize the City Engineer to file a Notice of Completion for the Project.

FISCAL IMPACT

The Project was funded with the allocation of $200,000 from the 2018/19 Citywide Pavement Management Project (Project 2217) and $98,000 from Railroad Avenue Improvements Project (Project 3331) for a total Project budget of $298,000. The Project was completed with all funds expended in the amount of $298,000.

RECOMMENDATION

City Council adopt the attached Resolution accepting the 2018 Patch Paving Project as complete and authorizing the City Engineer to file a Notice of Completion.

BACKGROUND

The Public Works Department annually contracts with private contractors to repair failed pavement areas on various streets and prior to the annual Cape/Slurry Seal programs.

The resulting repaired pavement restores the structural load-bearing capacity of the pavement and provides a uniform pavement surface to which a CAPE or slurry seal can be applied in the future.

On November 5, 2018, the City Council approved Resolution 18-13557, allocating $200,000 from the 2018/19 Citywide Pavement Management Project (Project 2217) and $98,000 from the Railroad Avenue Improvements Project (Project 3331), and authorizing the City

Manager to award and execute a contract in the amount of $298,000 with Pacific Coast General Engineering, Inc.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Contract work by Pacific Coast General Engineering Inc., was completed on July 9, 2019, and the final construction contract amount was $298,000. The one-year warranty period began on July 9, 2019. Staff inspected the project for compliance with the contract documents.

The Project was completed on time and within the budget amount approved by the City Council.

ATTACHMENTS: Resolution

Report Prepared By: Hilario Mata, Assistant Director of Public Works

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to Accept the 2018 Patch Paving Project as Complete and Authorize the City Engineer to File a Notice of Completion	))))	RESOLUTION NO. 19-

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

WHEREAS, the 2018 Patch Paving Project ("the Project"), includes the removal of failed Asphalt Concrete (AC) and replacement with new AC on Railroad Avenue; and

WHEREAS, on November 5, 2018, the City Council adopted Resolution 18-13557, allocating $200,000 from 2018/19 Citywide Pavement Management Project (Project 2217) and $98,000 from Railroad Avenue Improvements Project (Project 3331) to the 2018 Patch Paving Program, and authorizing the City Manager to award and execute a contract in the amount of $298,000 with Pacific Coast General Engineering, Inc.; and

WHEREAS, contract work by Pacific Coast General Engineering, Inc. was completed on July 9, 2019, and the final construction contract amount was $298,000.

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 contract with Pacific Coast General Engineering Inc., is hereby accepted as complete.

Section 3.
The City Engineer is hereby authorized and directed to execute a Notice of Completion.

Section 4.
The City Clerk shall attach a certified copy of this Resolution to the executed Notice of Completion.

Section 5.
The City Engineer is directed to file said document with the Office of the Recorder of the County of Contra Costa, State of California, within ten (10) days from the date hereof.

Section 6.
The City Clerk shall certify to the adoption of this Resolution.

Section 7.
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

OFFICE OF THE CITY MANAGER
Administrative Offices
65 Civic Avenue
Pittsburg, California 94565

MEMO: September 16, 2019

TO: Mayor and City Council Members

FROM: Garrett Evans, City Manager

RE: Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Sodium Hydroxide

---

EXECUTIVE SUMMARY

The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant (WTP). Public Works solicits bids through the Bay Area Chemical Consortium for Water Treatment Plant Chemical Supply – Sodium Hydroxide (Caustic Soda) annually. Univar USA Inc is the lowest responsible, responsive bidder for Sodium Hydroxide in the amount of $150,000.

FISCAL IMPACT

Funding for WTP Chemical Supply was allocated by City Council in the Operating Budget for Fiscal Year 19-20 (Resolution 19-13643) and sufficient funds are available in the Water Operations Budget. No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a contract with Univar USA Inc. in the amount of $150,000 for WTP Chemical Supply – Sodium Hydroxide.

BACKGROUND

The WTP provides management, operation and maintenance of the City's 32 million gallon per day water treatment plant, eight distribution reservoirs, nine pumping stations and two wells, to reliably provide adequate supplies of highest quality drinking water that meets or exceeds all federal and state requirements. Chemicals such as Sodium

Hydroxide (Caustic Soda) are needed in the process of water treatment to provide drinking water to customers.

The Bay Area Chemical Consortium (BACC) is a group of water and wastewater agencies in the Bay Area working together to purchase chemicals by combining bid solicitations. Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. As a result, participating agencies, including the City, can usually obtain lower prices as a group than by bidding alone. Since there are now 50 public agencies participating, the City receives significant savings for chemical purchases.

Bids for the supply and delivery of Sodium Hydroxide in the East Bay region were received by the BACC in April for the period of July 1, 2019 through June 30, 2020. The cost is $1.435/ton. From past use of Sodium Hydroxide at the WTP, staff estimates the cost of this chemical will total about $150,000 for the year.

The WTP Chemical Supply-Sodium Hydroxide purchase is funded in the Water Operating budgets for Fiscal Year 2019/20. No new funds are requested.

STAFF ANALYSIS

The City's Public Works Department is part of the Bay Area Chemical Consortium (BACC) that bids out chemical supplies for approximately 50 agencies in the Bay Area. Univar USA Inc. is the lowest responsible, responsive bidder.

Staff recommends the City Council authorize the City Manager to execute a contract for purchase of sodium hydroxide in the amount of $150,000 with Univar USA Inc.

_____
Garrett Evans, City Manager

Report Prepared by: _____
Hilario Mata, Assistant Director of Public Works

Attachments: Resolution
Bid Results

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Authorizing the City Manager to Execute Contract for Water Treatment Chemical Supply- Sodium Hydroxide	))))	RESOLUTION NO. 19-

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

WHEREAS, the Public Works Department is responsible to operate and maintain the City's Water Treatment Plant; and,

WHEREAS, Sodium Hydroxide is an essential chemical to treat and provide drinking water to Pittsburg water customers; and

WHEREAS, each fiscal year, the Public Works Department solicits bids for bulk chemical supply through the Bay Area Chemical Consortium; and

WHEREAS, Univar USA Inc., was determined to be the lowest responsive and responsible bidder for all local regions for the Water Treatment Plant Chemical Sodium Hydroxide (Caustic Soda); and

WHEREAS, funding for the purchase of this chemical is available in the City's approved FY 2019/20 Water Operations budget.

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 authorizes the City Manager to execute a contract with Univar USA Inc. in the amount of $150,000 for Sodium Hydroxide Chemical Supply.

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 Pittsburg at a regular meeting on the 16th day of September, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Dublin San Ramon Services District
Water, wastewater, recycled water

7399 Johnson Drive
Pleasanton, CA 94588

phone (925) 846-4565
fax (925) 462-0658
www.dsrsd.com

April 16, 2019

To: See List of Bidders for BACC Bid No. 12-2019 attached

Re: Notice of Intent to Award Contract in Response to Bay Area Chemical Consortium (BACC)
Bid No. 12-2019 for Supply and Delivery of Sodium Hydroxide

After completing our review of the bids received in response to the Bay Area Chemical Consortium (BACC) solicitation for Sodium Hydroxide, Bid No. 12-2019, **Univar USA Inc.** was determined to be the lowest responsive bidder and has been selected for the supply and delivery of Sodium Hydroxide during the period July 1, 2019 through June 30, 2020 for all participating regions: Central Valley, East Bay, Marin Sonoma Napa, North Bay, Sacramento, South Bay, and Tri-Valley.

Attached is a copy of the final bid tabulation results. Bay Area Chemical Consortium sincerely appreciates your efforts and we thank you for your interest and participation in the competitive bid process.

If you have any questions, please feel free to contact:

Gemma Z. Lathi
Administrative Analyst II – Operations
DUBLIN SAN RAMON SERVICES DISTRICT, as Coordinating Agency for Bay Area Chemical Consortium
Tel (925) 875-2293, email lathi@dsrsd.com

cc: Bay Area Chemical Consortium Member Agencies

Attachments

List of Bidders for BACC Bid No. 12-2019, Sodium Hydroxide

Univar USA Inc.
Attention: Jennifer M. Perras
8201 S 212th Street
Kent, WA 98032

Brenntag Pacific, Inc.
Attention: Laura Tua
10747 Patterson Place
Santa Fe Springs, CA 90670

Olin Corporation dba Olin Chor Alkali Products and Vinyls
Attention: John M. Schabacker
26700 South Banta Road
Tracy, CA 95304

BAY AREA CHEMICAL CONSORTIUM

Final Bid Tabulation for **Bid No. 12-2019**
Supply and Delivery of **Sodium Hydroxide**
for the period **FYE 2019/2020**
Bid Open Date **Tuesday, April 2, 2019 at 9:00 PDT**
Addenda Issue: **Two (2) dated March 21, 2019 and March 26, 2019**

Per Section 2.16 Method of Award
Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder for each listed region meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined for each region listed on the Bid Form. The bidder that meets the specifications and submits the lowest overall bid price for a particular region may be awarded the bid by the participating agencies in that region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The lowest overall bid price for each region will be determined by multiplying the estimated annual quantity for each participating agency within the particular region by the bid prices for the region, and adding up the aggregate cost.

LOWEST RESPONSIVE OVERALL BID PRICE FOR EACH REGION

	20% CAUSTIC		25% CAUSTIC		30% CAUSTIC		50% CAUSTIC		TOTAL OVERALL COST FOR REGION
	BID PRICE PER GALLON	TOTAL EST COST	BID PRICE PER GALLON	TOTAL EST COST	BID PRICE PER GALLON	TOTAL EST COST	BID PRICE PER GALLON	TOTAL EST COST	
CENTRAL VALLEY									
EST ANNUAL QTY (GALS)	563,500		97,000		0		84,000		
Brenntag Pacific, Inc.	$0.68500	$385,997.50	$0.70600	$68,482.00			$1.52000	$127,680.00	$582,159.50
Univar USA Inc.	$0.60090	$338,607.15	$0.87160	$84,545.20			$1.42020	$119,296.80	$542,449.15
Olin Chlor Alkali Products	$0.93200	$525,182.00	$0.99600	$96,612.00			$2.22400	$186,816.00	$808,610.00
EAST BAY									
EST ANNUAL QTY (GALS)	0		0		0		335,000		
Brenntag Pacific, Inc.							$1.54200	$516,570.00	$516,570.00
Univar USA Inc.							$1.43500	$480,725.00	$480,725.00
Olin Chlor Alkali Products							$1.98200	$663,970.00	$663,970.00
MARIN SONOMA NAPA									
EST ANNUAL QTY (GALS)	24,000		48,000		8,000		888,500		
Brenntag Pacific, Inc.	$0.63220	$15,172.80	$0.73300	$35,184.00	$0.90500	$7,240.00	$1.55100	$1,378,063.50	$1,435,660.30
Univar USA Inc.	$0.74660	$17,918.40	$0.68860	$33,052.80	$1.10720	$8,857.60	$1.45700	$1,294,544.50	$1,354,373.30
Olin Chlor Alkali Products	$1.03300	$24,792.00	$0.94600	$45,408.00	$1.69000	$13,520.00	$2.03900	$1,811,651.50	$1,895,371.50
NORTH BAY									
EST ANNUAL QTY (GALS)	0		0		1,114,000		268,000		
Brenntag Pacific, Inc.					$0.91600	$1,020,424.00	$1.55100	$415,668.00	$1,436,092.00
Univar USA Inc.					$0.82850	$922,949.00	$1.39110	$372,814.80	$1,295,763.80
Olin Chlor Alkali Products					$1.10800	$1,234,312.00	$1.97200	$528,496.00	$1,762,808.00
SACRAMENTO									
EST ANNUAL QTY (GALS)	4,000		672,200		64,000		412,200		
Brenntag Pacific, Inc.	$0.63600	$2,544.00	$0.76200	$512,216.40	$0.99300	$63,552.00	$1.56300	$644,268.60	$1,222,581.00
Univar USA Inc.	$0.59140	$2,365.60	$0.71840	$482,908.48	$0.86920	$55,628.80	$1.47200	$606,758.40	$1,147,661.28
Olin Chlor Alkali Products	$1.03500	$4,140.00	$1.06600	$716,565.20	$1.33400	$85,376.00	$2.08600	$859,849.20	$1,665,930.40
SOUTH BAY									
EST ANNUAL QTY (GALS)			7,000						
Brenntag Pacific, Inc.			$0.92300	$6,461.00					$6,461.00
Univar USA Inc.			$0.74820	$5,237.40					$5,237.40
Olin Chlor Alkali Products			$1.35000	$9,450.00					$9,450.00
TRI VALLEY									
EST ANNUAL QTY (GALS)			60,000				373,000		
Brenntag Pacific, Inc.			$0.71100	$42,660.00			$1.53100	$571,063.00	$613,723.00
Univar USA Inc.			$0.71810	$43,086.00			$1.42740	$532,420.20	$575,506.20
Olin Chlor Alkali Products			$0.95100	$57,060.00			$1.98300	$739,659.00	$796,719.00

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve Two Reclassifications

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Director of Human Resources, recommends the reclassification of one Administrative Assistant to Account Clerk and one Electrical Technician to Utility Lineworker.

FISCAL IMPACT

There is no fiscal impact for the reclassifications of the Administrative Assistant to Account Clerk and Electrical Technician to Utility Lineworker.

RECOMMENDATION

The City Council adopt a resolution approving the reclassifications of one Administrative Assistant to Account Clerk and one Electrical Technician to Utility Lineworker.

BACKGROUND

Two requests were received by the Human Resources Department requesting review of the duties performed by one Administrative Assistant and one Electrical Technician. In evaluating the requests, staff reviewed Position Classification Questionnaires that detail current duties and responsibilities, class specifications, and Personnel Rule 3.5, “Reclassification.” The respective supervisors and department heads also reviewed the Position Classification Questionnaires for accuracy and recommended the incumbents be properly classified to reflect current duties and responsibilities. Staff concluded the classification study and found it was appropriate to reclassify one Administrative Assistant to Account Clerk and one Electrical Technician to Utility Lineworker.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Account Clerk and Administrative Assistant classifications are both journey-level classifications with similar pay ranges. However, the Account Clerk's scope of responsibility is focused on financial record keeping transactions, while the Administrative Assistant provides office and administrative support to division managers. The Position Classification Questionnaire revealed the majority of the incumbent's essential tasks involve customer utility billing which is more closely aligned with the Account Clerk position. The incumbent meets the minimum qualifications and possesses the knowledge, skills and ability for the position of Account Clerk. There is no fiscal impact to this reclassification, as the Administrative Assistant salary is $39.00 per month greater than the Account Clerk, and the incumbent's salary would be designated as a Y-Rate and will not change until the maximum salary range of the Account Clerk exceeds the "Y-Rate" salary.

The City's Electrical Technicians perform electrical service, maintenance and installation work on City traffic signals, streetlights, building electrical systems, alarms, communication equipment and other equipment. The classification study performed by Human Resources Staff found the incumbent's duties and responsibilities changed in February 2019 when the position was transferred to Island Energy. The incumbent's current responsibilities include a wide range of activities within electric and gas distribution systems and related utility operations. Therefore, staff recommends the Electrical Technician be reclassified to Utility Lineworker. There is no change in salary as the Electrical Technician and Utility Lineworker share the same salary range. The incumbent meets the minimum qualifications of the Utility Lineworker which includes the equivalent of a high school diploma and three years of applicable experience in construction, maintenance, or related work.

Personnel Rule 3.5, "Reclassifications," permits the City Manager to reclassify certain positions when the duties of a position necessitate a change. The City Manager's ability to reclassify employees is limited to those classifications within a "class series." Personnel Rule 3.5 calls for the City Council to reclassify positions not within a "class series," and, consequently, the reclassification of Administrative Assistant to Account Clerk and Electrical Technician to Utility Lineworker require City Council approval.

ATTACHMENTS: Resolution

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to)
Reclassify One Administrative Assistant) RESOLUTION NO. 19-
to Account Clerk and One Electrical)
Technician to Utility Lineworker)

The City Council of the City of Pittsburg DOES RESOLVE:

WHEREAS, one Administrative Assistant and one Electrical Technician have been performing the duties of another classification; and

WHEREAS, a classification study recommends the reclassification of the Administrative Assistant to Account Clerk and Electrical Technician to Utility Lineworker; and

WHEREAS, the City's Personnel Rule 3.5, "Reclassification," provides the City Manager limited authority to enact reclassifications, and the proposed reclassifications of Administrative Assistant to Account Clerk and Electrical Technician to Utility Lineworker require City Council approval.

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

Section 1.

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

Section 2.

The City Council adopts this Resolution approving the reclassifications of one Administrative Assistant to Account Clerk and one Electrical Technician to Utility Lineworker.

Section 3.

This Resolution shall take effect at the beginning of the first full pay period following adoption of this resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____

Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute Contract Agreement for Water and Sewer Supplies

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The Public Works Department maintains the City's water distribution and sewer collection systems. Public Works solicits bids for water and sewer maintenance tools and supplies annually. Pace Supply, from Stockton, CA is the lowest responsible bidder for Water and Sewer Supplies in the amount of $140,000.

FISCAL IMPACT

Funding for Water and Sewer Supplies was allocated by City Council in the Operating Budget for Fiscal Year 19-20 (Resolution 19-13643) and is available in the Water Operations – Water Lines (501-44101) and Sewer Maintenance Accounts (521-45101).

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a Purchase Order with Pace Supply in the amount of $140,000 for Water and Sewer Supplies.

BACKGROUND

The Public Works Department maintains and performs scheduled and emergency repairs on approximately 225 miles of water mains, 5,900 isolation valves, 18,200 customer service lines and meters, and 1,840 fire hydrants to maintain system reliability and for regulatory compliance. Public Works also maintains and performs emergency and schedules repairs on 176 miles of sewer mains, two sewer lift stations and 17,000 sewer laterals (80 miles).

The Water and Sewer Supplies are funding in the Water and Sewer Maintenance Operating budgets each Fiscal Year.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Public Works Department solicited bids for Water and Sewer System supplies and Pace Supply is the lowest responsible bidder.

ATTACHMENTS: Resolution
Bid Results

Report Prepared By: Hilario Mata, Assistant Director of Public Works

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution Authorizing the)
City Manager to Execute a Contract) RESOLUTION NO. 19-
for Water and Sewer Supplies)

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

WHEREAS, the City of Pittsburg operates and maintains the water distribution and sewer collection systems; and,

WHEREAS, each fiscal year, the City's Public Works Department solicits bids for water and sewer system maintenance supplies; and

WHEREAS, Pace Supply of Stockton, California, is the lowest responsible, responsive bidder; and

WHEREAS, funding is available in the Fiscal Year 2019/20 Water Operations and Sewer Maintenance Operations budgets.

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 authorizes the City Manager to execute a contract with Pace Supply in the amount of $140,000 for Water and Sewer Supplies

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 Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Utility Supply bids

FY 2019/20

Bids received: June 6, 2019 11:00 AM

Company	Location	Water Supplies	Water Supplies - Mueller Fittings	Sewer Supplies	Concrete water Meter Boxes & Lids	Comments
HD Supply Waterworks	Union City	No Response	No Response	No Response	No Response	
R&B Company	Oakley					Bid Not Sealed and Rejected by City Clerk at Bid Opening
Pace Supply	Stockton	**$80,605.21**	No Bid	**$31,482.15**	**$17,648.94**	

2019-2020
WATER SUPPLIES
RFQ#WSSCBL60619
BID WORKSHEET

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

WATER SUPPLIES TOTAL: 80,605.21

SUB-TOTAL: 74,119.73

TAX (8.75%) 6,485.48

TOTAL COST (INCLUDING TAX – 8.75%):

Eighty Thousand Six Hundred & Five Dollars & Twenty-One Cents
(Written Amount)

$ 80,605.21
(Numerical Amount)

DELIVERY CHARGE: zero $$

DELIVERY TURNAROUND TIME (# OF DAYS) 1 to 14 days

Vendor Name: PACE SUPPLY

Address: 425 Market Street City / State: Oakland, California

Signed: [signature] Title: Sales Representative Date: June 3, 2019

Telephone: 916-343-9437 cell Fax: 916-379-5171

Email Address: swright@pacesupply.com

NOTE: This Bid Worksheet must be completed and returned with all applicable attachments to the City. Any bid submitted, absent this worksheet will be not be considered.

BID WORKSHEET
WATER SUPPLIES
2019-2020

Description	Brand	UM	Est.Qty	Ea. Price	Ext. Price
1 1/2" METER GASKET - DROP IN	Any Brand	ea	25	1.00	25.00
2" METER GASKET - DROP IN	Any Brand	ea	25	1.00	25.00
3" METER GASKET	Any Brand	ea	15	1.00	15.00
4" METER GASKET	Any Brand	ea	15	1.75	26.25
6" FF NEOPRENE GASKET 1/8 150#	Any Brand	ea	5	4.00	20.00
10" FF NEOPRENE GASKET 1/8 150#	Any Brand	ea	15	7.60	114.00
1-1/2" BRASS METER FLANGE (EA)	Any Brand	ea	25	26.00	650.00
2" BRASS METER FLANGE (EA)	Any Brand	ea	25	27.00	675.00
3" THREADED METER FLANGE	Any Brand	ea	4	15.25	61.00
4" THREADED METER FLANGE	Any Brand	ea	4	20.25	81.00
6" MEGALUG F/DI *BOXED* 1106DEC W/ L	Any Brand	ea	12	32.00	384.00
6" PLTD HEX BOLT & NUT KIT (3-1/4)	Any Brand	ea	2	6.00	12.00
10" SS 304 HEX BOLT & NUT KIT	Any Brand	ea	10	38.00	380.00
HYD BOLT/NUT KIT PLATED HOLLOW	Any Brand	ea	20	5.00	100.00
MBW-100L-SS 36 MTR BX LID LIFTER	Any Brand	ea	20	33.50	670.00
14" #31120 ALUMINUM OFFSET W	Any Brand	ea	20	56.00	1120.00
18" #31125 ALUMINUM OFFSET W	Any Brand	ea	12	77.00	924.00
4" GRIP 3000P MJ RESTRAINT F/*DI	Any Brand	ea	12	26.00	312.00
6" MJ REGULAR ACC SET 085171	Any Brand	ea	20	12.00	240.00
2-1/2" BRASS CAP	Any Brand	ea	15	21.00	315.00
2" 240-T08 Any Brand ANGLE GLOBE V	Any Brand	ea	8	62.00	496.00
4" x 2" DI TAP END CAP	Any Brand	ea	3	22.50	67.50
8" x 2" DI TAP END CAP	Any Brand	ea	3	54.00	162.00
6" x 2" DI TAP END CAP	Any Brand	ea	3	40.00	120.00
3" S/S BOLT UP SET	Any Brand	ea	10	5.00	50.00
4" S/S BOLT UP SET	Any Brand	ea	10	10.00	100.00
6" S/S BOLT UP SET	Any Brand	ea	10	16.00	160.00
5 LBS BAG OF ANODES (10 GAUGE SOLID LEAD 10 FT.)	Any Brand	ea	100	37.00	3700.00
1/2" - 1" CLAMPS	Any Brand	ea	100	3.50	350.00
950 HYDRANT 1-2 1/2 1-4 1/2	Clow	ea	5	1633.00	8165.00
960 HYDRANT 2-2 1/2 1-4 1/2	Clow	ea	5	2165.00	10825.00
FIRE HYDRANT CAPS 2-1/2	Clow	ea	50	46.00	2300.00
FIRE HYDRANT CAPS 4-1/2	Clow	ea	50	110.00	5500.00
FIRE HYDRANT CAP CHAIN	Clow	ea	100	11.73	1173.00

BID WORKSHEET
WATER SUPPLIES
2019-2020

Description	Brand	UM	Est.Qty	Ea. Price	Ext. Price
FIRE HYDRANT BURY 6" x 42"	Clow	ea	5	196.00	980.00
6" x 24" HYDRANT BURY MJ	Clow	ea	5	158.00	790.00
6" x 30" HYDRANT BURY MJXFL	Clow	ea	5	161.00	805.00
6" x 36" HYDRANT BURY MJ	Clow	ea	5	172.00	860.00
6" x 6" HYDRANT EXTENSION	Clow	ea	10	51.50	515.00
6" x 10" HYDRANT EXTENSION WITH BO	Clow	ea	10	65.50	655.00
6" x 12" HYDRANT EXTENSION WITH BO	Clow	ea	10	70.75	707.50
6" x 24" HYDRANT EXTENSION WITH BO	Clow	ea	10	112.90	1129.00
6" x 14" HYDRANT EXTENSION WITH BO	Clow	ea	10	77.30	773.00
6" x 18" HYDRANT EXTENSION WITH BO	Clow	ea	10	88.15	881.50
6" x 36" HYDRANT EXTENSION WITH BO	Clow	ea	10	149.45	1494.50
3/4" BRASS 90 ELL	Any Brand	ea	15	2.90	43.50
1" BRASS 90 ELL	Any Brand	ea	15	4.50	67.50
2" BRASS ST 90	Any Brand	ea	15	21.25	318.75
2" BRASS COUPLING	Any Brand	ea	15	12.45	186.75
1" x 3/4" BRASS HEX BUSHING	Any Brand	ea	25	2.50	62.50
3/4" x 3" BRASS NIPPLE	Any Brand	ea	10	2.40	24.00
3/4" x 4" BRASS NIPPLE	Any Brand	ea	10	2.95	29.50
1-1/2" x 2" BRASS NIPPLE	Any Brand	ea	5	4.20	21.00
1-1/2" x 4" BRASS NIPPLE	Any Brand	ea	5	7.45	37.25
1-1/2" x 6" BRASS NIPPLE	Any Brand	ea	5	10.85	54.25
2" x 3" BRASS NIPPLE	Any Brand	ea	10	7.40	74.00
2" x 4" BRASS NIPPLE	Any Brand	ea	10	9.65	96.50
2" x 6" BRASS NIPPLE	Any Brand	ea	10	14.25	142.50
2" x 12" BRASS NIPPLE	Any Brand	ea	5	29.00	145.00
2" x 24" BRASS NIPPLE	Any Brand	ea	6	59.00	354.00
2" x 36" BRASS NIPPLE	Any Brand	ea	5	89.00	445.00
2" XCL BRASS NIPPLE	Any Brand	ea	10	6.50	65.00
NOTE: ALL REPAIR CLAMPS SINGLE BAND AND D.I. LUG					
8" 226-00090520-000 FC REPAIR CLAMP	Ford	ea	5	138.35	691.75
8" 226-00090512-000 FC REPAIR CLAMP	Ford	ea	5	84.97	424.85
4" REPAIR CLAMP 226-048020 ** RANGE	Ford	ea	5	104.59	522.95
	Ford	ea	5		

BID WORKSHEET
WATER SUPPLIES
2019-2020

Description	Brand	UM	Est.Qty	Ea. Price	Ext. Price
4" REPAIR CLAMP 226-0450-12 ** RANGE	Ford	ea	5	63.65	318.25
4" REPAIR CLAMP 226-048007 ** RANGE	Ford	ea	5	45.20	226.00
4" REPAIR CLAMP 226-048012 ** RANGE	Ford	ea	5	62.00	310.00
6" REPAIR CLAMP 226-0690-20 ** RANGE	Ford	ea	10	120.23	1202.30
4" REPAIR CLAMP 226-0450-20 ** RANGE	Ford	ea	5	106.62	533.10
4" x 1CC 238-0450-07-009 TAP CLAMP **	Ford	ea	5	58.31	291.55
4" x 1CC 238-0480-12-009 TAP CLAMP **	Ford	ea	5	82.93	414.65
6" x 1CC 238-0710-07-009 TAP REP CLAMP	Ford	ea	5	68.03	340.15
6" BELL JT CLAMP 274-0690	Ford	ea	3	75.59	226.77
8" x 10 1/2" X 1" CC FULL CIRCLE REPAIR CLAMP	Ford	ea	10	93.07	930.70
8" x 12 1/2" FULL CIRCLE CLAMP NO TAP O.D. 8.99-9.39	Ford	ea	10	84.97	849.70
10" X 12" FULL CIRCLE CLAMP NO TAP O.D.11.75-12.15	Ford	ea	5	108.94	544.70
12" x 15" FULL CIRCLE CLAMP NO TAP O.D.13.10-13.50	Ford	ea	5	142.63	713.15
6" x 12 X 1' CC TAP FULL CIRCLE CLAMP O.D.7.05-7.45	Ford	ea	15	95.17	1427.55
8" BELL JOINT CLAMP	Ford	ea	2	99.80	199.60
10" BELL JOINT CLAMP	Ford	ea	2	131.08	262.16
4" WIDE RANGE FLEX COUPLING STD	HYMAX	ea	8	153.70	1229.60
6" WIDE RANGE FLEX COUPLING STD	HYMAX	ea	8	204.00	1632.00
8" WIDE RANGE FLEX COUPLING STD	HYMAX	ea	8	229.00	1832.00
10" WIDE RANGE FLEX COUPLING STD	HYMAX	ea	5	296.75	2374.00
12" WIDE RANGE FLEX COUPLING STD	HYMAX	ea	5	349.00	2792.00
4" C900 PVC PIPE CLASS 150	Any Brand	ft	100	2.35	235.00
6" C900 PVC PIPE CLASS 150	Any Brand	ft	100	4.34	434.00
8" C900 PVC PIPE CLASS 150	Any Brand	ft	100	7.11	711.00
10" C900 PVC PIPE CLASS 150	Any Brand	ft	100	13.75	1375.00
				WATER SUPPLIES SUB-TOTAL	74,119.73
				SALES TAX (8.75%)	6,485.48
				WATER SUPPLIES TOTAL	80,605.21

2019-2020
SEWER SUPPLIES
RFQ#WSSCBL60619
BID WORKSHEET

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

SEWER SUPPLIES TOTAL: 31,482.15

SUB-TOTAL: 28,949.10

TAX (8.75%) 2,533.05

TOTAL COST (INCLUDING TAX – 8.75%):

Thirty-One Thousand Four Hundred Eighty-Two Dollars & Fifteen Cents
(Written Amount)

$ 31,482.15
(Numerical Amount)

DELIVERY CHARGE: zero $$

DELIVERY TURNAROUND TIME (# OF DAYS) 1 to 14 days

Vendor Name: PACE SUPPLY

Address: 425 Market Street City / State: Oakland, California

Signed: [signature] Title: Sales Representative Date: June 3, 2019

Telephone: 916-343-9437 Fax: 916-379-5171

Email Address: swright@pacesupply.com

NOTE: This Bid Worksheet must be completed and returned with all applicable attachments to the City. Any bid submitted, absent this worksheet will be not be considered.

BID WORKSHEET
SEWER SUPPLIES
2019-2020

Description	Brand	UM	Est.Qty	Ea. Price	Ext. Price
4" Plastic to plastic Strong back repair couplings	RC Fernco	ea	60	17.61	1056.60
6" Plastic to plastic Strong back repair couplings	RC Fernco	ea	60	33.54	2012.40
8" Plastic to plastic Strong back repair couplings	RC Fernco	ea	20	49.80	996.00
10" Plastic to plastic Strong back repair couplings	RC Fernco	ea	20	64.78	1295.60
4" Clay to plastic Strong back repair couplings	RC Fernco	ea	60	25.81	1548.60
6" Clay to plastic Strong back repair couplings	RC Fernco	ea	30	43.78	1313.40
8" Clay to plastic Strong back repair couplings	RC Fernco	ea	20	49.80	996.00
10" Clay to plastic Strong back repair couplings	RC Fernco	ea	10	64.78	647.80
4" ACP to plastic Strong back repair couplings	RC Fernco	ea	20	25.77	515.40
6" ACP to plastic Strong back repair couplings	RC Fernco	ea	20	33.54	670.80
8" ACP to plastic Strong back repair couplings	RC Fernco	ea	10	49.80	498.00
10" ACP to plastic Strong back repair couplings	RC Fernco	ea	10	79.09	790.90
25" Manhole Cover marked "Sewer"			10	190.00	1900.00
25" Manhole Cover marked "Storm Drain"			10	190.00	1900.00
Manhole frame for 25" cover			10	179.00	1790.00
Manhole concrete raisers 25" x 4" thick			20	35.00	700.00
Manhole concrete raisers 25" x 6" thick			20	40.00	800.00
3" and 4" combo Cleanout poppers			100	18.00	1800.00
4" SDR 26 22 bend			40	18.50	740.00
4" SDR 26 45 bend			40	13.94	557.60
4" ABS 22 bend			40	6.25	250.00
4" ABS 45 bend			40	6.70	268.00
6" x 4" SDR 26" wye			20	41.30	826.00
8" x 4" SDR 26" wye			20	57.75	1155.00
ABS double sweep cleanout combo			100	22.00	2200.00
6" RI cover oval			10	19.00	190.00
6" RI frame			10	84.10	841.00
4" ABS to ABS couplings			50	4.00	200.00
4" ABS cleanout adapter female			100	4.90	490.00
				SEWER SUPPLIES SUB-TOTAL	28,949.10
				SALES TAX (8.75%)	2533.05
				TOTAL BID	31,482.15

2019-2020
CONCRETE BOXES & LIDS
RFQ#WSSCBL60619
BID WORKSHEET

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

CONCRETE BOXES & LIDS TOTAL: 17,648.94

SUB-TOTAL: 16,228.91

TAX (8.75%) 1,420.03

TOTAL COST (INCLUDING TAX – 8.75%):

Seventeen Thousand Six Hundred Forty Eight Dollars + Ninety four Cents
(Written Amount)

$ 17,648.94
(Numerical Amount)

DELIVERY CHARGE: zero $$

DELIVERY TURNAROUND TIME (# OF DAYS) 1 to 14 days

Vendor Name: PACE SUPPLY

Address: 425 Market Street City / State: Oakland, California

Signed: [signature] Title: Sales Representative Date: June 3, 2019

Telephone: 916-343-9437 cell Fax: 916-379-5171

Email Address: swright@pacesupply.com

NOTE: This Bid Worksheet must be completed and returned with all applicable attachments to the City. Any bid submitted, absent this worksheet will be not be considered.

BID WORKSHEET
CONCRETE BOXES & LIDS
2019 - 2020

DESCRIPTION	Order Code	QTY.	EA. PRICE	EXT. PRICE
FIBRELYTE LID	B-3	40	10.46	418.40
UTILITY BOX	B-9X	100	21.85	2185.00
FIBRELYTE LID	FL9XD	100	24.75	2475.00
DUAL METER BOX	B-24	5	34.75	173.75
REINFORCED CONCRETE LID WITH 7" x 13-1/2" READING LID	B-24-E	5	40.45	202.25
UTILITY BOX	B-30	10	31.47	314.70
REINFORCED CONCRETE LID WITH 7" x 13-1/2" READING LID	B-30-E	10	38.10	381.00
STEEL CHECKER PLATE WITH 8" ROUND SELF CLOSING READING LID	B-30-61-G	5	144.63	723.15
METER BOX	B-36	10	42.15	421.50
REINFORCED CONCRETE LID WITH 7" x 13 1/2" READING LID	B-36-F	10	45.16	451.60
STEEL CHECKER PLATE WITH 8" ROUND SELF CLOSING LID	B-36-61-G	5	176.64	883.20
H20 BOX	B-1730	2	193.29	386.58
CHECKER PLATE H20 LOADING BOLT DOWN LID	B-1730-51JH	2	256.43	512.86
METER BOX	B-48	2	146.42	292.84
2 PC REINFORCED CONCRETE LID WITH 2 10" x 16" OVAL LID	B-48 M-2	2	111.74	223.48
VALVE BOX	G-5	20	27.71	554.20
C.I. LID WATER	G-5	25	22.00	550.00
BOX	FL-9	10	38.14	381.40
FIBRELYTE LID	FL-9D	10	24.75	247.50
10" x 16" CONCRETE OVAL LID	M10RLM	20	19.00	380.00
TRAFFIC VALVE BOX	G-12	10	108.79	1087.90
C.I. LID	G-12C	10	95.98	959.80
UTILITY BOX	B-16	20	27.54	550.80
CONCRETE LID WITH READING LID	FL 16D	20	30.15	603.00
FIBRELYTE LID FOR B-16		20	43.45	869.00
			SUB-TOTAL	16,228.91
			SALES TAX (8.75%)	1,400.03
			TOTAL	17,648.94

2019-2020
WATER SUPPLIES – MUELLER FITTINGS
RFQ#WSSCBL60619
BID WORKSHEET

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

WATER SUPPLIES - MUELLER FITTINGS TOTAL: NO BID

SUB-TOTAL: NO BID

TAX (8.75%) NO BID

TOTAL COST (INCLUDING TAX – 8.75%):

NO BID FOR MUELLER PARTS
(Written Amount)

$ NO BID
(Numerical Amount)

DELIVERY CHARGE: zero $$

DELIVERY TURNAROUND TIME (# OF DAYS) 1 to 14 days

Vendor Name: PACE SUPPLY

Address: 425 Market Street City / State: Oakland, California

Signed: [signature] Title: Sales Representative Date: June 3, 2019

Telephone: 916-343-9437 cell Fax: 916-379-5171

Email Address: swright@pacesupply.com

NOTE: This Bid Worksheet must be completed and returned with all applicable attachments to the City. Any bid submitted, absent this worksheet will be not be considered.

BID WORKSHEET
WATER SUPPLIES - MUELLER FITTINGS
2019-2020

MUELLER FITTINGS - ALL BRASS FITTINGS "NO LEAD" ONLY					
Description	Brand	UM	Est.Qty	Ea. Price	Ext. Price
5/8" x 3/4" x 3/4" AMS FIPxMN H14265 GK	Mueller	ea	30	NO BID	NO BID
3/4" CURB FIPXFIP MUE B20200 BV W/LW	Mueller	ea	200		
1" CURB FIPXFIP BALL VALVE B-20200	Mueller	ea	30		
1" x 3/4" METER BUSHING H10889	Mueller	ea	200		
3/4" CPLG CTS COMP H15403	Mueller	ea	400		
3/4" ADAPT COMP X MIP H15428	Mueller	ea	200		
3/4" ADAPT COMP X FIP H15451	Mueller	ea	200		
3/4" ADAPT FL THRDxCTS COMP H15071	Mueller	ea	900		
5/8" x 3/4" x 1-1/2" LONG METER COUPLING	Mueller	ea	400		
5/8" x 3/4" METER CPLG 2^ H10890-12	Mueller	ea	400		
5/8" x 3/4" METER CPLG 2-1/2^ H10890	Mueller	ea	200		
1" METER COUPLING 2^ H10890-12	Mueller	ea	100		
1" x 3/4" BRASS BUSHING CC H10036	Mueller	ea	100		
5/8" x 3/4" METER CPLG 3^ H10890-40	Mueller	ea	200		
8" x 7-1/2" 504-07-0925 FC RE	Mueller	ea	25		
1" METER CPLG H-10890-40 3^ LONG	Mueller	ea	100		
1" CxC COUPLING W/STOP 600	Mueller	ea	5		
1-1/2" CxC COUPLING W/STOP 600	Mueller	ea	20		
4" GATE VALVE MJXMJ	Mueller	ea	5		
6" GATE VALVE MJXMJ	Mueller	ea	6		
6" GATE VALVE MJXFL	Mueller	ea	6		
8" GATE VALVE MJXMJ	Mueller	ea	3		
10" GATE VALVE	Mueller	ea	3		
12" BUTTERFLY VALVE	Mueller	ea	3		
2" ANGLE METER STOP B-24276	Mueller	ea	5		
2" STRAIGHT THREE PART UNION H-15403	Mueller	ea	5		
				MUELLER WATER SUPPLIES SUB-TOTAL	
				SALES TAX (8.75%)	
				WATER SUPPLIES TOTAL	

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consultant Agreement with Luhdorff and Scalmanini for Engineering Services

MEETING DATE: September 16, 2019

EXECUTIVE SUMMARY

The Public Works Department recommends approval of an agreement with consultant Luhdorff and Scalmanini Consulting Engineers for groundwater monitoring and wells services necessary for regulatory compliance. Staff recommends approval of an agreement for the scope of work for $173,200.

FISCAL IMPACT

Funding for the proposed engineering services in the amount of $173,200 is included in the Fiscal Year 2019/20 City Operating Budget for Operations-Water Purification (Fund 501).

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a Consultant Agreement for engineering services associated with Groundwater Monitoring and Well Services with Luhdorff Scalmanini Consulting Engineers.

BACKGROUND

The City uses groundwater in conjunction with water drawn from the Contra Costa Water District Canal for its drinking water operations. The price for untreated water drawn from the Canal is approximately $800 per acre foot. To offset the expense, the City draws water from two municipal wells, known as the Dover and Bodega wells. The savings averages approximately $600,000 per year.

Water from the wells is fed into the treatment system and blended with water from the canal to meet California Department of Water Resources regulations and requirements. During summer months, the City's wells are sometimes temporarily out of service due to groundwater quality.

To improve the reliability and quality of the water supply from the City's wells, Staff identified a need for outside engineering services to monitor groundwater, assess and optimize the operation of Dover Well to assure reliability and decrease any maintenance issues. In addition, the consultant would produce an Annual Groundwater Report as required by the State of California.

On June 17, 2019, the City Council approved Resolution 19-13643 adopting the City's Operating Budget for Fiscal Year 19-20. Funding for these engineering services are included in the Water Operations - Water Purification budget (Fund 501.) No new funds are requested.

In May 2019, Staff solicited and received a proposal from Luhdorff and Scalmanini Consulting Engineers to provide engineering services for groundwater monitoring and well services.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Luhdorff and Scalmanini Consulting Engineers (LSCE) is a consulting and services company that deals exclusively with the investigation, development, use, and management of groundwater resources. The firm is familiar with the City's water system and has provided services to the City previously.

Staff recommends approval of a Consultant Agreement between the City and LSCE for Engineering Services related to state mandated groundwater monitoring and reporting and well services in the amount of $173,200.

ATTACHMENTS: Resolution
Proposal

Report Prepared By: Hilario Mata, Assistant Director of Public Works

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing the Execution of a Consultant Agreement with Luhdorff and Scalmanini Consulting Engineers for Engineering Services	RESOLUTION NO. 19-

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

WHEREAS, the City of Pittsburg operates a municipal water system which includes two groundwater wells that are an important part of the City's water supply; and,

WHEREAS, the condition and monitoring of these wells is essential for optimum operation and regulatory compliance; and

WHEREAS, the Public Works Department solicited a proposal from Luhdorff and Scalmanini Consulting Engineers for engineering services related to groundwater monitoring and well services because of their expertise in these areas of service; and

WHEREAS, Luhdorff and Scalmanini Consulting Engineers is a consulting services company that deals exclusively with investigation, development, use, protection, and management of groundwater resources with extensive previous experience with City groundwater wells.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Pittsburg 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 authorizes the City Manager to execute and a Consultant Agreement with Luhdorff and Scalmanini Consultant Engineers in the amount of $173,200 for Engineering Services.

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 Pittsburg at a regular meeting on the 16th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
LUHDORFF AND SCALMANINI CONSULTING ENGINEERS
(design professionals)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Luhdorff and Scalmanini Consulting Engineers ("Consultant") (together referred to as the "Parties") as of September 16, 2019 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on April 1, 2020 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed one hundred seventy-three thousand two hundred dollars ($173,200), as set forth in Exhibit A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 **Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit A and included in the total compensation referenced in Section

2. Expenses not listed in Exhibit A are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or

this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 Consultant's Books and Records. Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: Luhdorff and Scalmanini Consulting Engineers
500 First Street
Woodland, California 95776

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

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibit, and Consultant's proposal, the Agreement shall control to the extent there are any inconsistences between the Exhibits and the Consultant's Proposal, the Exhibit shall control.

Exhibit A Scope of Services, Compensation Schedule

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 **Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG	**CONSULTANT**
_____	_____
Garrett Evans, City Manager	**Vicki Kretsinger Grabert, President**

Attest:

_____
Alice Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Task 1: Technical Assistance with Monitoring Program

a. Compile monitoring data collected by the City for quality assurance and use in annual groundwater status reports and provide technical support for monitoring activities under the City's Groundwater Management Plan.

b. Identify questionable or unusual readings and prescribe follow- up measurements, as appropriate.

c. Enter data into an Access database and produce hydrographs for review throughout the year on an as-requested basis.

Task 2: Monitoring Well Sampling

a. Assist with groundwater sampling from the City's monitoring well network and water quality testing. The work includes: 1) four days for purging and sampling of the City's fourteen (14) monitoring wells; 2) groundwater quality analytical lab costs; 3) data analysis and compilation into a summary table.

Task 3: Technical Assistance with CASGEM Submittals

a. Assist the City with complying with the state Department of Water Resources (DWR) SBx7 6 groundwater elevation monitoring program.

b. Assist with reporting 2019-2020 water level readings for each well in the City's CASGEM monitoring network. This process will involve requesting measurements from the City (one round of water level measurements for each reporting period), inputting the data into a database, and submitting the data to DWR via the CASGEM website. City staff will measure static water levels in each of the required wells in the spring (mid-March) and fall (mid-October) periods after a 24-hour shutdown of the production wells in accordance with the CASGEM Monitoring Plan.

Task 4: 2019 Annual Report

a. Prepare a report on groundwater conditions for the calendar year 2019. The report will be in the format of previous annual reports and contain hydrographs for each monitoring well and a discussion of trends. Water quality data for the City's production wells will be updated with data submitted to state Department of Drinking Water since the last reporting period and will be discussed relative to the historic baseline. The report will be submitted by March 31, 2020 and assumes that the City will provide 2019 groundwater pumpage by the end of January 2020.

Task 5: Dover Well Rehabilitation

a. Work with Roadrunner Drilling to direct and oversee the rehabilitation of the Dover Well. The work includes a chemical treatment program, followed by swab/airlift development of the well after treatment. This task includes an assumed 5 site visits by LSCE to direct and oversee the rehabilitation program. The costs for Roadrunner Drilling to perform the well rehabilitation are also included in this task.

Task 6: Dover Well Pump Replacement and Testing

a. Work with Kirby Pump and Mechanical to design, install and performance test a new replacement submersible well pump for the Dover Well. It is envisioned that the existing Byron Jackson submersible pump can be rebuilt/repaired, a new Gould's model pump bowl assembly will be selected, and a new pump motor adapter will be fabricated to connect the existing submersible motor to the new pump bowl assembly. If the submersible well pump motor cannot be repaired or rebuilt, the City will need to purchase a replacement motor. The costs is not included in this task.

   Based on revised design basis information provided by the City including, seasonal water demands, distribution pressure range and pumping water level trends, LSCE and Kirby are preliminarily considering selection of a 6 stage 12CHC model turbine pump which will allow the City to operate the well pump down to an MCSF rating of approximately 260 gpm. In the summer, under the highest total dynamic head conditions, the well pump will be able to produce approximately 1,300 gpm. LSCE has obtained cost estimates from Pump Repair Service and Kirby Pump and Mechanical. The costs for Kirby Mechanical to procure, install and test the replacement Dover well pump is included in this task (as Kirby's cost estimate was lower than PRS).

b. 2 site visits by LSCE to witness installation of the well pump including an additional site visit to witness performance testing and verify the pump operates in accordance with the manufacturer's catalog curve.

c. Perform hydraulic testing at the Bodega site to document well and pump performance following reinstallation of the pumping equipment in late 2018.

Task 7: Dover/Bodega Well Replacement Standby Bowl

a. Kirby Pump and Mechanical will purchase and deliver to the City, a replacement pump bowl assembly which can be utilized at either the Bodega or Well sites in the event of a future pump failure. The preliminary pump bowl to be selected is proposed to be a 6 stage, Goulds 12CHC. If the pump bowl needed to be installed

into the Bodega well, 2 stages would need to be removed and the bowl shaft would need to be shortened.

Task 8: Develop/Perform Semi-Annual Well Chemical Treatment Protocol

a. Develop an annual well chemical treatment protocol to proactively control bio-growth in the well and well pump. Prepare a detailed well chemical treatment plan specific to both the Dover and Bodega wells which would be performed out semi-annually by the City to prevent well specific capacity and pump performance decline in both Dover and Bodega production wells.

   The proposed chemical treatment plan would not require removal of the well pumps at either site and will consist of dosing the well and well pump with a small batched volume of chemicals semi-annually. The advantages of performing semi-annual maintenance will be to (1) avoid costly well pump removals and large batches of chemicals and fluid disposal, (2) to prevent pump station downtime caused by a typical full well rehabilitation effort, and to (3) ensure the well specific capacity and well pump performance do not decline to unrecoverable levels.

b. Collect field well and well pump performance data prior to and after semi-annual rehabilitation efforts to confirm the program's effectiveness.

c. Include 8 site visits to oversee/direct the semi-annual well chemical treatments which includes 4 days to oversee work at the Bodega and Dover well sites, occurring twice a year. It includes the material and labor costs for Roadrunner to perform two semi-annual chemical treatments at both sites and the material and labor costs for Kirby Pump and Mechanical to perform station piping modifications at the Bodega site.

d. Prepare revised mechanical site plan drawings for the Bodega well pump station which identify modifications to the existing Bodega well pump piping to allow for recirculation of well chemicals similar to the piping setup at the Dover well pump station. The costs for Kirby Pump and Mechanical to procure and install all additional necessary spools and fittings is included.

Task 9: On-Call Services (as-needed)

a. Provide the City with on-call services related to the Bodega and Dover production wells and other groundwater matters. Services may include review of video logs, pump efficiency testing, diagnosing well problems, preparing supporting exhibits on groundwater conditions, preparing scopes and budgets for well rehabilitations, etc. LSCE will only conduct work under this task as requested by the City.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____