CITY OF PITTSBURG
AMENDED AGENDA

JUNE 16, 2025

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
5:30 P.M.

REGULAR MEETING
7:00 P.M.

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

PRESIDING

Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member
Arlene Kobata, Council Member/Board Member

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

Pittsburg City Council regular 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.pittsburgca.gov. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

AUDIENCE REMARKS

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

5:30 PM - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:
   City designated representatives: Garrett Evans, Maria Aliotti, Jennifer Brizel, Jordan Davis
   Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; and International Brotherhood of Electrical Workers Local 1295
   Unrepresented employees: Management Group; Senior Executive Team

7:00 PM - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

The standing proclamation(s) were published as part of the agenda. The proclamation(s) will be posted on the City's website and social media accounts as appropriate.

2. Inspire Pittsburg - 2025 Pittsburg High School Valedictorian

3. Juneteenth

4. Relay for Life

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

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)

COMMITTEE REPORTS

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

HOUSING AUTHORITY

CONSIDERATION

5. Adoption of a Housing Authority Resolution Approving the Fiscal Year 2025-2026 Operating Budget and Appropriation of Funds for Fiscal 2025-2026

   The Housing Authority of the City of Pittsburg (Housing Authority) has prepared its operating budget for Fiscal Year (FY) 2025-2026 and is presenting it to its governing board for review, consideration, and approval.

6. Adoption of a Housing Authority Resolution Approving the Housing Successor Agency Fiscal Year 2025-2026 Operating Budget and Appropriation of Funds for Fiscal 2025-2026

   The Successor Agency to the Redevelopment Agency of the City of Pittsburg (Successor Agency) has prepared the operating budgets for Fiscal Year (FY) 2025-2026 for the Successor Agency and the Housing Successor Agency (HSA), and is presenting them to their governing boards for review, consideration, and approval.

CONSENT CALENDAR

7. Minutes of May 19, 2025

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY

PUBLIC HEARING FOR THE PITTSBURG POWER COMPANY

8. Adoption of a Pittsburg Power Company Resolution Approving Rate Amendments for Electricity and Natural Gas Retail Services on Mare Island

   The Pittsburg Power Company (PPC), provides utility retail electric and natural gas services on Mare Island, Vallejo, under the name Island Energy (IE). PPC is proposing amendments to rates charged for electricity and natural gas delivery services to customers on Mare Island. If approved, this would be the first rate amendment since July 1, 2023.

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSIDERATION

9. Adoption of a City Council Resolution Approving the Operating Budget for Fiscal Year 2025-2026 and Appropriation of Funds for Fiscal Year 2025-2026

   The City has prepared the operating budget for Fiscal Year (FY) 2025/26 and is presenting it to the City Council for review, consideration, and approval.

10. Adoption of a Pittsburg Power Company Resolution Approving the Fiscal Year 2025-2026 Operating Budget for Pittsburg Power Company and Island Energy, and Appropriation of Funds for Fiscal 2025-2026 for Pittsburg Power Company and Island Energy

    The Pittsburg Power Company (PPC) has prepared the operating budgets for Fiscal Year (FY) 2025-2026 for PPC (Fund 590) and Island Energy (Fund 580), and is presenting the budgets to its governing board for review, consideration, and approval.

11. Adoption of a Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) Resolution Approving the Fiscal Year 2025-2026 Operating Budget and Appropriation of Funds for Fiscal 2025-2026

    The Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) has prepared its operating budget for Fiscal Year (FY) 2025-2026 and is presenting it to its governing board for review, consideration, and approval.

12. Adoption of a Successor Agency Resolution Approving the FY 2025/26 Operating Budget and Appropriation of Funds for FY 2025/26

    The Successor Agency to the Redevelopment Agency of the City of Pittsburg (Successor Agency) has prepared the operating budgets for Fiscal Year (FY) 2025/26 for the Successor Agency and the Housing Successor Agency (HSA), and is presenting it to the governing boards for review, consideration, and approval.

<u>CONFLICT OF INTEREST STATEMENT</u>

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

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

13. Minutes of June 2, 2025

14. Adoption of a City Council Minute Order Approving Leave of Absence for Planning Commissioner Ivelina Popova

    The City Council has received a request to consider a leave of absence for Planning Commissioner Ivelina Popova.

15. Adoption of a City Council Minute Order Approving Leave of Absence for Planning Commissioner Frank Gordon

    The City Council will be considering a leave of absence by a Planning Commissioner.

16. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Memorandum of Understanding for Development of a Contra Costa Resilient Shoreline Plan

    Contra Costa County (County) is developing the Contra Costa Resilient Shoreline Plan, a sea level rise adaptation plan to identify risks and vulnerabilities of sea level rise, devise adaptation strategies and projects to combat it, and ensure compliance with State Sea Level Rrise Planning and Adaptation Law. Through a Memorandum of Understanding (MOU), the County has requested Pittsburg and eight other East Bay Area shoreline communities participate in informing and engaging the public on this planning effort.

17. Adoption of a City Council Resolution Authorizing the Execution of Cooperative Agreements with East Contra Costa Regional Fee and Financing Authority for Project 3038 West Leland Road Extension Phase II and Project 3039 Pittsburg-Antioch Highway Widening

    The East Contra Costa Regional Fee and Financing Authority (ECCRFFA) supports the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. In the Fifth Amendment to the Joint Exercise of Powers Agreement, Project 3015 James Donlon Boulevard Extension was deprioritized and Project 3038 West Leland Road Extension Phase II and Project 3039 Pittsburg-Antioch Highway Widening were elevated as Third Priority projects. This resolution will authorize the execution of cooperative agreements between ECCRFFA and the City of Pittsburg to secure necessary funding.

18. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for Temporary Landscape Maintenance Assistance

    The Public Works Department effectively maintains the City's high-visibility roads and labor-intensive landscape areas by utilizing a landscape contractor. This crucial partnership ensures these areas remain safe, attractive, and well-maintained. This resolution seeks to authorize the City Manager to execute a contract with Allied Landscape Services, Inc. (Allied) for continued landscape maintenance assistance in the City's medians and rights-of-way.

19. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for International Brotherhood of Electrical Workers (IBEW) Local 1245 for the Period July 1, 2025 through June 30, 2028

    The City of Pittsburg and International Brotherhood of Electrical Workers (IBEW) Local 1245 are proposing terms and conditions of employment for the IBEW, Local 1245 for the period of July 1, 2025, through June 30, 2028 (Contract Period).

20. Adoption of a City Council Resolution Approving the Appropriations Limit for the 2025-26 Fiscal Year in Accordance with Proposition 111 and Article XIII (B)

In November 1979, the voters of California approved Proposition 4, commonly known as the Gann Initiative. This proposition created Article XIII (B) of the State Constitution placing limits on the amount of revenue which can be appropriated by all government entities in any fiscal year. The legislation mandates all governing bodies including the City of Pittsburg to annually establish the Appropriations Limit.

21. Adoption of a Pittsburg Power Company Resolution Approving the First Amendment to the Consulting Services Agreement with Bell Burnett and Associates

On February 5, 2024, the Pittsburg Power Company (PPC) entered into a Consulting Services Agreement with Bell Burnett and Associates (BBA) to assist PPC with on-call advisory services for multiple power delivery projects, including but not limited to, advising on the development of an interconnect agreement with PG&E for service to the Pittsburg Technology Park. The proposed first amendment would increase the overall compensation potentially paid to BBA, and extend the term of the contract ("First Amendment").

22. Adoption of a Pittsburg Power Company Resolution Approving the 2025 Wildfire Mitigation Plan and Directing Staff to File the Wildfire Mitigation Plan with the Office of Energy Infrastructure Safety

State Law, Public Utilities Code Section 8387, requires all publicly and investor-owned electric utilities to file an annual Wildfire Mitigation Plan with the California Public Utilities Commission (CPUC). The Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity service on Mare Island, Vallejo and is therefore, required by law to create and update annually a Wildfire Mitigation Plan as a means of enabling processes and procedures to help mitigate the chance of Pittsburg Power Company (PPC) facilities causing a wildfire. The Office of Energy Infrastructure Safety (OEIS) requires the Governing Board of the PPC to approve its 2025 Annual Wildfire Mitigation Plan (Plan).

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 REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)

ADJOURNMENT TO JULY 7, 2025

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled residents. 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 electronic devices, 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.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

City Council Agency/Liaison/Subcommittee Assignments as of April 30, 2025

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings Alternate	Standing	Annual		G. Evans
Delta Diablo*	Juan Banales / Jelani Killings Alternate	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Angelica Lopez / Juan Banales Alternate	Standing	4th Monday Bi-Monthly	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Bi-Annual	1:00 PM	J. Samuelson
MCE Clean Energy Board	Arlene Kobata / Angelica Lopez Alternate	Standing	3rd Thursday	6:30 PM	D. Buchanan
TRANSPLAN / ECCRFFA	Juan Banales / Dionne Adams Alternate	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Angelica Lopez & Dionne Adams / Jelani Killings Alternate	Standing	4th Wednesday	4:00 PM	J. Samuelson
LIAISON TO	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
East Bay League of California Cities	Jelani Killings / Dionne Adams Alternate	Standing	3rd Thursday		G. Evans
Green Empowerment Zone	Arlene Kobata/ Jelani Killings Alternate	Standing	3rd Friday Bi-monthly	9:30 AM	J. Davis
Los Medanos Health Advisory Committee	Angelica Lopez & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Jelani Killings / Dionne Adams Alternate	Standing	1st Thursday	6:30 PM	G. Evans
Pittsburg Police Activities League (PAL)	Arlene Kobata & Angelica Lopez / Dionne Adams Alternate	Standing	Monthly		S. Albanese
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales Alternate	Standing	Quarterly		M. Aliotti
SUBCOMMITTEES	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
Budget Sustainability	Juan Banales & Jelani Killings	Ad Hoc	As needed		G. Evans
Community and Economic Development	Jelani Killings & Dionne Adams / Angelica Lopez Alternate	Standing	2nd Wednesday	5:30 PM	J. Davis
Development Agreement	Jelani Killings & Dionne Adams	Ad Hoc	As needed		J. Davis
Facilities Rental and Usage	Jelani Killings & Dionne Adams	Ad Hoc	As needed		G. Evans
Finance Management	Juan Banales & Jelani Killings / Dionne Adams Alternate	Standing	3rd Friday	5:00 PM	P. Rodrigues
Government Performance	Juan Banales & Jelani Killings	Ad Hoc	4th Friday	4:00 PM	J. Brizel
Infrastructure and Transportation	Juan Banales & Dionne Adams / Angelica Lopez Alternate	Standing	4th Thursday	5:30 PM	J. Samuelson
Tenant Protections	Juan Banales & Angelica Lopez	Ad Hoc	As needed		S. Bellafronte
Life Enrichment	Dionne Adams & Angelica Lopez / Arlene Kobata Alternate	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Angelica Lopez & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Arlene Kobata & Angelica Lopez / Jelani Killings Alternate	Standing	1st Wednesday	5:30 PM	S. Albanese
Tobacco, Cannabis, Alcohol Policy Review	Arlene Kobata & Jelani Killings	Ad Hoc	As needed		G. Evans

*Stipend of $170 per month
** Stipend of $100 per month

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565-3814

Proclamation

JUNETEENTH
2025

WHEREAS, Juneteenth is the oldest known celebration commemorating the ending of slavery in the United States. Dating back to 1865, it was on June 19th that the Union soldiers, led by Major General Gordon Granger, landed at Galveston, Texas with news that the war had ended and that the enslaved were now free; and

WHEREAS, today, Juneteenth celebrates African American freedom and achievement, while encouraging continuous self-development and respect for all cultures. As it takes on a more national, symbolic and even global perspective, the events of 1865 in Texas are not forgotten; and

WHEREAS, a national day of pride is growing, Juneteenth is being recognized within communities and organizations throughout the country - all with the mission to promote and cultivate knowledge and appreciation of African American history and culture; and

WHEREAS, respect and appreciation for all of our differences grow out of exposure and working together. Getting involved and supporting Juneteenth celebrations creates new bonds of friendship and understanding among us. This indeed, brightens our future - and that is the spirit of Juneteenth.

NOW, THEREFORE, I, Jelani Killings, on behalf of the City Council of the City of Pittsburg, do hereby proclaim June 19, 2025 as "Juneteenth Day" in the City of Pittsburg.

Jelani Killings, Mayor

Alice E. Evenson, City Clerk

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565-3814

Proclamation

RELAY FOR LIFE 2025

WHEREAS, Relay for Life is a celebration of life honoring patients who have triumphed over cancer. There are millions of living witnesses that cancer can be cured; and

WHEREAS, Relay for Life is the major fund-raiser for the American Cancer Society nationwide, purchasing durable medical equipment and supplies, as well as funding research for a cure for cancer; and

WHEREAS, thanks to the increasing knowledge in the biological and medical sciences, we are nearing a solution to the problem of cancer, but we must not lessen our efforts until the battle has been won completely; and

WHEREAS, the American Cancer Society has worked unceasingly to inform and educate the public concerning this disease, and has contributed greatly to the continuous battle against one of society's prime destroyers; and

NOW, THEREFORE, I, Jelani Killings, on behalf of the City Council of the City of Pittsburg, do hereby recognize the importance to this community of the work done by the American Cancer Society Relay for Life and call upon the community to join me in the continuing crusade against cancer by participating in events that support the research for a cure.

Jelani Killings, Mayor

Alice E. Evenson, City Clerk

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the Fiscal Year 2025/26 Operating Budget and Appropriation of Funds for Fiscal 2025/26

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The Housing Authority of the City of Pittsburg (Housing Authority) has prepared its operating budget for Fiscal Year (FY) 2025/26 and is presenting it to its governing board for review, consideration, and approval.

FISCAL IMPACT

The Housing Authority's budget for FY 2025/26 estimates revenues to be $24,362,141 and expenditures to be $24,620,252. The Housing Authority's fund balance will be used to satisfy the budget deficit, leaving an estimated fund balance of $269,690 on June 30, 2026.

RECOMMENDATION

The Governing Board of the Housing Authority approve the Housing Authority's operating budget and appropriate $24,620,252 for FY 2025/26.

BACKGROUND

Housing Authority staff began preparing the operating budget for FY 2025/26 at the end of March 2025. Progress on the preparation of the preliminary budget was presented to the City Council and the public at the budget workshop conducted June 2, 2025.

SUBCOMMITTEE FINDINGS

The Housing Authority's preliminary budget was presented to the Finance Management Subcommittee on April 18, 2025.

STAFF ANALYSIS

The Housing Authority anticipates a decrease in its Housing Choice Vouchers (HCV), consequently reducing its estimated revenues in HCV subsidies and administration fees from the US Department of Housing and Urban Development (HUD).

The Housing Authority's administrative fees and its rental income are its only sources of income and what makes up its fund balance.

The Housing Authority's detailed budget is included in the City's FY 2025/26 annual budget, which must be approved and funds appropriated by July 1, 2025 to provide on-going financing for the Housing Authority's activities during the next fiscal year.

Fund 241 - Housing Authority	FY 23/24 Actual	FY 24/25 Mid Year	Proposed FY 25/26
Estimated Beginning Fund Balance	211,978	763,324	527,801
Revenues	24,921,550	24,866,027	24,362,141
Expenditures - Personnel	955,877	1,180,688	1,252,311
Expenditures - Operational Expenses	23,414,327	23,920,862	23,367,941
Expenditures - Capital Expenses	-	-	-
Expenditures - Total	24,370,204	25,101,550	24,620,252
Surplus/(Deficit) for FY25/26	551,346	(235,523)	(258,111)
Estimated Ending Fund Balance	763,324	527,801	269,690

ATTACHMENTS: Resolution

Report Prepared By: Maria M. Aliotti, Assistant City Manager

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

In the Matter of:

Approving the Fiscal Year 2025/26 Operating Budget and Appropriation of Funds for Fiscal Year 2025/26	)))	RESOLUTION NO. 25-

WHEREAS, Housing Authority staff began preparing the operating budget for Fiscal Year (FY) 2025/26 at the end of March 2025; and

WHEREAS, the Housing Authority's preliminary budget was presented to the Finance Management Subcommittee on April 18, 2025; and

WHEREAS, progress on the preparation of the preliminary budget was presented to the City Council and the public at the budget workshops conducted June 2, 2025; and

WHEREAS, the Housing Authority's budget for FY 2025/26 estimates revenues to be $24,362,141 and expenditures to be $24,620,252. The Housing Authority's fund balance will be used to satisfy its budget deficit, leaving an estimated fund balance of $269,690 on June 30, 2026; and

WHEREAS, the Housing Authority budget is prepared with the intent of providing a planned program for services and a financial system to carry out the planned program of services.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Housing Authority approves the Housing Authority's operating budget for FY 2025/26 and appropriates $24,620,252 for on-going financing for the Housing Authority's activities during FY 2025/26.

BE IT FURTHER RESOLVED that the Governing Board of the Housing Authority hereby authorizes the use of its fund balance to satisfy the budget deficit.

BE IT FURTHER RESOLVED that the that the Governing Board of the Housing Authority authorizes the Finance Director or his/her designee to approve payments for goods and services received by the Housing Authority in accordance with the Housing Authority's approved budget, programs, and policies.

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburg at a regular meeting on the 16th day of June 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

____
Jelani Killings, Chair

ATTEST:

____
Alice E. Evenson, Agency Secretary

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the Housing Successor Agency Fiscal Year 2025-2026 Operating Budget and Appropriation of Funds for Fiscal 2025-2026

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The Successor Agency to the Redevelopment Agency of the City of Pittsburg (Successor Agency) has prepared the operating budgets for Fiscal Year (FY) 2025-2026 for the Successor Agency and the Housing Successor Agency (HSA), and is presenting them to their governing boards for review, consideration, and approval.

FISCAL IMPACT

The Successor Agency's budget, as adopted by the Contra Costa County Oversight Board (Countywide Oversight Board) and approved by the Department of Finance (DOF) for FY 2025/26, estimates revenues to be $31,858,350 and expenditures to be $31,858,350.

The HSA's budget for FY 2025/26 estimates revenues to be $323,668 and expenditures to be $492,830. The HSA's fund balance will be used to satisfy the budget deficit of $169,162.

RECOMMENDATION

The Governing Board of the Successor Agency approve the Successor Agency's operating budget and appropriate funds for FY 2025/26.

The Governing Board of the Housing Authority of the City of Pittsburg approve the HSA's operating budget, appropriate funds for FY 2025/26, and use the HSA's fund balance to satisfy the budget deficit.

BACKGROUND

On June 29, 2011, the Governor signed into law the Dissolution Act, which automatically suspended redevelopment activities, and on December 29, 2011, the California State Supreme Court upheld the provisions of the Dissolution Act, thereby dissolving all redevelopment agencies, including the former Redevelopment Agency of the City of Pittsburg on February 1, 2012. While redevelopment successor agencies may not initiate any new activities nor incur new indebtedness, they are nevertheless required under legislative statute and court order to continue making those payments necessary for day-to-day operations pursuant to contractual commitments/enforceable obligations, regulatory authorities, and indebtedness entered into prior to the enactment of the Dissolution Act.

Pursuant to the Dissolution Act, the City elected to transfer to the Housing Authority and the Housing Authority elected to accept the transfer of all rights, responsibilities, and function related to housing previously performed by the Agency. On June 27, 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 imposed new requirements on successor agencies with regard to the submittal of the Recognized Obligation Payment Schedule (ROPS).

Budget trailer bill SB 107 was approved and signed by the Governor and took immediate effect on September 22, 2015. The primary purpose of SB 107 is to make technical and substantive amendments to the existing Dissolution Act. Health & Safety Code Section 34177, as amended, changed the review of ROPS from semi-annual to annual. Pursuant to Health and Safety Code Section 34179 (j), on and after July 1, 2018, in each county where more than one oversight board was created, there shall be only one countywide oversight board.

As of July 1, 2018, the DOF only recognizes the Countywide Oversight Board. The Successor Agency's ROPS and other actions may not be submitted to the DOF without the Countywide Oversight Board's approval.

The ROPS for the period of July 1, 2025-June 30, 2026 (ROPS 2025/26) was submitted by Minute Order to the Governing Board of the Successor Agency on December 16, 2024. On January 27, 2025, the Countywide Oversight Board adopted Resolution 2025-09, approving ROPS 2025/26, which was later approved by the DOF in a letter dated April 4, 2025.

SUBCOMMITTEE FINDINGS

The Successor Agency and HSA's budgets were not presented to the Finance Management Subcommittee.

STAFF ANALYSIS

ROPS 2025/26 consists of debt service related expenses, administrative expenses, and other eligible enforceable obligations. The Successor Agency has been approved to receive a total of $31,858,350 from the Redevelopment Property Tax Trust Fund (RPTTF), which will be disbursed to the Successor Agency in two disbursements: (A) $16,037,750 and (B) $15,820,600. RPTTF disbursements are received in the Redevelopment Obligation Retirement Fund (Fund 799), which are then transferred out to various Successor Agency funds to pay for debt service related expenses, administrative expenses, and other eligible enforceable obligations.

The HSA maximizes its ability to provide affordable housing opportunities to the Pittsburg community by partnering with affordable housing developers and providing financial assistance in exchange for recording regulatory agreements which restricts the residential unites as affordable for 45 years (owner-occupied) and 55-years (renter-occupied). Because oversight of HSA activities was transferred to the Housing Authority, the Governing Board of the Housing Authority is the oversight body to review, consider, and approve the HSA's budget.

The Successor Agency and the HSA's detailed budgets are included in the City's annual budget FY 2025/26, which must be approved and funds appropriated by July 1, 2025 to provide on-going financing for the Successor Agency and HSA's activities during the next fiscal year.

Fund 248 - Housing Successor Agency	FY 23/24 Actual	FY 24/25 Mid Year	Proposed FY 25/26
Estimated Beginning Fund Balance	5,353,415	5,177,289	4,660,968
Revenues	1,143,065	533,992	323,668
Expenditures - Personnel	110,765	91,916	87,150
Expenditures - Operational Expenses	1,208,426	958,397	405,680
Expenditures - Capital Expenses	-	-	-
Expenditures - Total	1,319,191	1,050,313	492,830
Surplus/(Deficit) for FY25/26	(176,126)	(516,321)	(169,162)
Estimated Ending Fund Balance	5,177,289	4,660,968	4,491,806

Fund 799 - Successor Agency	FY 23/24 Actual	FY 24/25 Mid Year	Proposed FY 25/26
Estimated Beginning Fund Balance	-	-	-
Revenues	32,161,001	32,158,960	31,858,350
Expenditures - Personnel	-	-	-
Expenditures - Operational Expenses	32,161,001	32,158,960	31,858,350
Expenditures - Capital Expenses	-	-	-
Expenditures - Total	32,161,001	32,158,960	31,858,350
Surplus/(Deficit) for FY25/26	-	-	-
Estimated Ending Fund Balance	-	-	-

ATTACHMENTS: Housing Authority Resolution

Report Prepared By: Maria M. Aliotti, Assistant City Manager

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

In the Matter of:

Approving the Fiscal Year 2025/26	)	
Operating Budget and Appropriation of	)	RESOLUTION NO. 25-
Funds for Fiscal Year 2025/26	)	

WHEREAS, on June 29, 2011, the Governor signed into law the Dissolution Act, which automatically suspended redevelopment activities, and on December 29, 2011, the California State Supreme Court upheld the provisions of the Dissolution Act, thereby dissolving all redevelopment agencies, including the former Redevelopment Agency of the City of Pittsburg (Agency) on February 1, 2012; and

WHEREAS, pursuant to the Dissolution Act, the City elected to transfer to the Housing Authority of the City of Pittsburg (Housing Authority) and the Housing Authority elected to accept the transfer of all rights, responsibilities, and function related to housing previously performed by the Agency as the Housing Successor Agency (HSA); and

WHEREAS, Successor Agency to the Redevelopment Agency of the City of Pittsburg staff began preparing the HSA's operating budget for Fiscal Year (FY) 2025/26 at the end of March 2025; and

WHEREAS, because oversight of HSA activities was transferred to the Housing Authority, the Governing Board of the Housing Authority is the oversight body to review, consider, and approve the HSA's budget.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Housing Authority hereby approves the HSA's operating budget for FY 2025/26 and appropriates $492,830 for on-going financing for the HSA's activities during FY 2025/26.

BE IT FURTHER RESOLVED that the Governing Board of the Housing Authority hereby authorizes the use of its fund balance to satisfy the budget deficit of $169,162.

BE IT FURTHER RESOLVED that the Governing Board of the Housing Authority authorizes the Finance Director or his/her designee to approve payments for goods and services received by the HSA, in accordance with the HSA's approved budget, programs, and policies.

PASSED AND ADOPTED by the Housing Authority of the City of Pittsburg at a regular meeting on the 16th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES

DATE: May 19, 2025

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

CITY COUNCIL/AGENCY MEMBERS
Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Arlene Kobata, 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)

Chair Killings called the meeting of the Housing Authority to order at 7:22 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA

ROLL CALL

All the members were present.

CONSENT CALENDAR

On Motion by Member Floyd, seconded by Member Herring and adopted unanimously.

8. Minutes of March 17, 2025

HOUSING AUTHORITY MEMBER REMARKS

Member Floyd stated he was hopeful that having two new Housing Authority employees would help serve those that benefit from Housing Authority assistance with greater impact.

ADJOURNMENT

The Housing Authority adjourned at 8:18 P.M.

Respectfully submitted,

Alice E. Evenson, Secretary

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Approving Rate Amendments for Electricity and Natural Gas Retail Services on Mare Island

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The Pittsburg Power Company (PPC) provides utility retail electric and natural gas services on Mare Island, Vallejo, under the name Island Energy (IE). PPC is proposing amendments to rates charged for electricity and natural gas delivery services to customers on Mare Island. If approved, this would be the first-rate amendment since July 1, 2023.

FISCAL IMPACT

The utility sales revenues based on proposed rate schedule amendments and operating cost projections have been incorporated into IE's Fiscal Year (FY) 2025/26 budget. The proposed rate increases have been determined to be necessary for increased costs of power and natural gas procurement, personnel, equipment, and capital improvement projects.

RECOMMENDATION

Staff recommends the PPC Board open a Public Hearing, accept public comment, close the Public Hearing, consider the testimony and adopt the Resolution adopting the proposed Rate Schedules and authorize the Executive Director to take further actions as may be necessary to continuously deliver reliable services to customers on Mare Island.

BACKGROUND

PPC is a joint powers authority formed under and pursuant to Article 11, Section 9, of the California Constitution with the right to acquire assets, set rates, and provide utility services throughout California. PPC currently does business as Island Energy and services Mare Island in the City of Vallejo.

PPC staff prepares an annual rate case pursuant to PPC's responsibilities to set rates for providing retail electric and natural gas services on Mare Island. IE did not increase utility rates last fiscal year (FY 2024/25).

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

The proposed rate increases were presented to City of Vallejo staff and Mayor on June 3, 2025. A meeting with residents of Mare Island was conducted on June 9, 2025 at 6:00pm on Mare Island.

STAFF ANALYSIS

Island Energy is a cost-based utility. Its cost base consists of Cost of Goods Sold (COGS), personnel, administrative and overhead expenses, preventive maintenance, and system modernization costs. The rapidly surging fuel costs and increased transmission and ancillary costs, inflation, increased vandalism activities, and modernization of an aging infrastructure pose significant pressure on the current utility rates. The current utility rates are no longer sufficient to cover Island Energy's operating expenses. A rate increase is necessary to ensure Island Energy's operation on Mare Island remains fiscally sound.

Staff is proposing a 10% increase to the current electricity rates and daily meter rates across all customer classes and rate plans, as well as a 2% increase to the natural gas delivery rate.

- IE's residential electric rate schedule (RES-1) is proposed to be $0.28225/kWh. (34.6% below PG&E's average bundled residential rate and 30.7% below PG&E's baseline residential rate as of May 29, 2025).

- IE's general commercial electric rate (CES-1) is proposed to be $0.32449/kWh (26.7% below PG&E's general commercial rate schedules of the same rate class, as of May 29, 2025).

- IE's large commercial electric rate (CES-2) is proposed to be $ 0.30355/kWh (22.4% below PG&E's Large Commercial Rate Schedules of the same rate class as of May 29, 2025).

- IE's streetlight service electricity rate to be $0.23429/kWh (33.9% below PG&E's Street Light Rate Schedules LS-1 and LS-2 as of May 29, 2025).

There are currently no customers on Rate Schedule RES-X, CES-3 and CES-4. The proposed 10% rate increase applies to these rate schedules as well.

Island Energy has not changed its natural gas delivery rate since FY 2022/23. New regulatory requirements on pipeline safety and system upgrade require new capital investment on the natural gas distribution system. Island Energy's natural gas delivery rate is proposed to be $1.12 per Therm, a 2% increase from its current rate schedule.

If adopted, these rates would be effective July 1, 2025.

ATTACHMENTS: Resolution
Electric Rate Schedule CES-1, CES-2, CES-3, CES-4, RES-1, RES-X, LS, NEM, GS-1, GS-2

Report Prepared By: Vanessa Xie, Acting Power Company General Manager

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

In the Matter of:

Approving Fiscal Year 2025/26 Rate	)	
Schedules for Electricity and Natural	)	RESOLUTION NO. 25-
Gas Retail Services on Mare Island	)	

WHEREAS, Pittsburg Power Company (PPC), a joint powers agency, provides utility retail electric and natural gas services on Mare Island, Vallejo in the name of Island Energy; and

WHEREAS, pursuant to PPC's responsibilities to set rates for providing retail electric and natural gas services on Mare Island, staff prepares and presents the Fiscal Year (FY) 2025/26 Rate Schedules to PPC's Governing Board for approval; and

WHEREAS, the Residential Electricity Rate Schedule RES-1 is proposed to be $0.28225/kWh, a 10.0% increase from its FY 2023/24 rate schedule; and

WHEREAS, the General Commercial Electric Rate Schedule CES-1 is proposed to be $0.32449/kWh, a 10.0% increase from its FY 2023/24 rate schedule; and

WHEREAS, the Large Commercial Electric Rate Schedule CES-2 is proposed to be $0.30355/kWh, a 10.0% increase from its FY 2023/24 rate schedule; and

WHEREAS, the Industrial Electric Rate Schedule CES-3 is proposed to be $0.284548/kWh at secondary voltage level, a 10.0% increase from its FY 2023/24 rate schedule; and

WHEREAS, the FY 2025/26 Very Large Industrial Electric Rate Schedule CES-4 is proposed to be $0.22882/kWh at secondary voltage level, a 10.0% increase from its FY 2023/24 schedule; and

WHEREAS, the FY 2025/26 Street Light Electric Rate Schedule LS is proposed to be $0.25278/kWh, a 10.0% increase from its FY 2023/24 rate schedule; and

WHEREAS, the natural gas delivery rate Schedule GS-1 and GS-2 are proposed to be $1.12 per Therm, a 2.0 % increase from its FY 2023/24 rate schedule; and

WHEREAS, the 10% rate increases apply to electric and natural gas daily meter rates and Net Energy Metering (NEM) rate schedules; and

WHEREAS, once the proposed rate schedules are adopted, the rates will remain effective from July 1, 2025 until the next utility rate change.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby approves the proposed Rate Schedules, as set forth in the attachments hereto; and

BE IT FURTHER RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to take such action necessary to implement the Island Energy FY 2025/26 Rate Schedules.

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 16th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Garrett Evans, Executive Secretary

Rate Schedule RES-1

METERED RESIDENTIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to all residential Customers with monthly usage below 4,500 kWh. A residential Customer is defined as using a single-phase domestic service for lighting, heating, cooking, water heating, and power, or a combination thereof, in single family dwellings, flats, and apartments, separately metered by the utility and to single-phase service used in common for residential purposes by tenants in multi-family dwellings.

TERRITORY

Mare Island of Vallejo, California, United States

RATES

Basic Service Fee, per meter per day $0.42844

Monthly Electricity Usage <=4,500kWh

Energy Usage Charge, all kWh, $/kWh………………………$0.28225
The minimum charge on this rate schedule shall equal the Basic Service Fee times the number of days in a billing cycle.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 1 of the tariff.
2. Voltage: Service under this Rate Schedule normally will be supplied at a standard available voltage in accordance with Section 2 of the tariff.
3. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
4. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.
5. FERC Adjustments: As FERC could potentially legally change the terms and conditions in PG&E's electricity purchase contracts, any resulting incremental rate increase of electricity to Island Energy will be added to the Energy Charge above as a pass-through rate.

Island Energy
energy solutions for Mare Island

Rate Schedule RES-X

METERED RESIDENTIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to all residential Customers with monthly usage below 4,500 kWh. A residential Customer is defined as using a single-phase domestic service for lighting, heating, cooking, water heating, and power, or a combination thereof, in single family dwellings, flats, and apartments, separately metered by the utility and to single-phase service used in common for residential purposes by tenants in multi-family dwellings.

TERRITORY

Mare Island of Vallejo, California, United States

RATES

Basic Service Fee, per meter per day $0.54519

Monthly Electricity Usage >=4,500kWh

Energy Usage Charge, all kWh, $/kWh………………………$0.42844
The minimum charge on this rate schedule shall equal the Basic Service Fee times the number of days in a billing cycle.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 1 of the tariff.
2. Voltage: Service under this Rate Schedule normally will be supplied at a standard available voltage in accordance with Section 2 of the tariff.
3. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
4. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.
5. FERC Adjustments: As FERC could potentially legally change the terms and conditions in PG&E’s electricity purchase contracts, any resulting incremental rate increase of electricity to Island Energy will be added to the Energy Charge above as a pass-through rate.

Island Energy
energy solutions for Mare Island

Rate Schedule CES-1

METERED SMALL COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to small industrial/commercial Customers whose single meter monthly electricity consumption is no greater than 86,400 kWh.

TERRITORY

Mare Island Vallejo, California

RATES

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day $0.42844

Energy Charge, per kWh $0.32449

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day $0.446292

Energy Charge, per kWh $0.30555

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 1 of the tariff.
2. Voltage: Service under this schedule normally will be supplied at a standard available voltage in accordance with Section 2 of the tariff.
3. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
4. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.

Rate Schedule CES-2

METERED INDUSTRIAL/COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to industrial/commercial Customers whose single meter indicates its monthly electricity usage is between 86,400 and 360,000 kWh in any particular month. Customers whose monthly consumption falls in this range will be billed at this rate class for that particular month.

TERRITORY

Mare Island Vallejo, California

RATES

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day $6.38636

Energy Charge, per kWh $0.30355
Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day $17.38636

Energy Charge, per kWh $0.28837

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 1 of the tariff.
2. Voltage: Service under this schedule normally will be supplied at a standard available voltage in accordance with Section 2 of the tariff.
3. Eligibility for Primary Voltage Service. The Utility at its sole discretion will determine whether a Customer may receive Primary Voltage Service.
4. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
5. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.

Rate Schedule CES-3

METERED LARGE INDUSTRIAL/COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to large industrial/commercial Customers whose single meter indicates its monthly electricity usage is between 360,000 and 720,000 kWh in any particular month. Customers whose monthly consumption falls in this range will be billed at this rate class for that particular month.

TERRITORY

Mare Island of Vallejo, California, United States

RATES

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day $27.76962

Energy Charge, per kWh……………………………………..$0.28455

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day $38.95849

Energy Charge, per kWh……………………………………..$0.27959

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 1 of the tariff.
2. Voltage: Service under this schedule will be supplied at the voltages listed above
3. Eligibility for Primary Voltage Service. The Utility at its sole discretion will determine whether a Customer may receive Primary Voltage Service.
4. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
5. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.

Rate Schedule CES-4

METERED LARGE INDUSTRIAL/COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to large industrial/commercial Customers whose single meter indicates its monthly electricity usage exceeds 720,000 kWh in any particular month. Customers whose monthly consumption falls in this range will be billed at this rate class for that particular month.

TERRITORY

Mare Island of Vallejo, California, United States

RATES

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day $55.81972

Energy Charge, per kWh……………………………………..$0.25278

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day $69.77542

Energy Charge, per kWh……………………………………..$0.239899

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 1 of the tariff.
2. Voltage: Service under this schedule will be supplied at the voltages listed above
3. Eligibility for Primary Voltage Service. The Utility at its sole discretion will determine whether a Customer may receive Primary Voltage Service.
4. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
5. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.

Rate Schedule LS
LIGHTING SERVICE

APPLICABILITY

This rate schedule applies to all electric Customers receiving unmetered service from the utility for lighting facilities that are controlled by an electronic photo-sensitive switch. This rate schedule further applies only to Customers that own, operate and maintain the lighting fixtures and wiring connected to the utility's system, and is limited to the lamp types and wattage ranges listed below.

TERRITORY

Mare Island of Vallejo, California, United States

RATES

The total monthly charge per lamp is equal to the sum of the facility charge and the energy charge:

Facility Charge Rate, per lamp per month..$0.28976
Energy Charge Rate, per kWh $0.234289

Monthly energy charges per lamp are calculated using the following formula:

(Lamp-wattage + Ballast-wattage) x 4100/12/1000 x Energy-rate
Where: Ballast-wattage = Lamp-wattage x ballast-factor

Ballast Factors by Lamp Type and Wattage Range:

Watt Range	Ballast Factor	Watt Range	Ballast Factor
INCANDESCENT		LIGHT EMITTING DIODES	
0 to 200	0.00%	0 to 50	0.00%
MERCURY VAPOR		HIGH PRESSURE SODIUM VAPOR (120 VOLT)	
1 to 75	31.00%	1 to 40	25.44%
76 to 125	17.07%	41 to 60	22.93%
126 to 325	13.69%	61 to 85	21.25%
326 to 800	11.22%	86 to 125	20.00%
801 +	10.34%	126 +	17.07%

Rate Schedule LS

LIGHTING SERVICE

(CONTINUED)

METAL HALIDE

1	to	85	25.44%
86	to	200	24.39%
201	to	375	22.93%
376	to	700	18.54%
701	+		13.27%

HIGH PRESSURE SODIUM VAPOR (240 VOLT)

1	to	60	40.49%
61	to	85	42.16%
86	to	125	37.56%
126	to	175	34.63%
176	to	225	18.54%
226	to	280	17.07%
281	to	380	14.35%
381	+		12.68%

LOW PRESSURE SODIUM VAPOR

1	to	40	75.61%
41	to	75	54.32%
76	to	110	46.34%
111	to	160	34.42%
161	+		26.83%

INDUCTION

0	to	200	3.45%

SPECIAL CONDITIONS

1. Type of Service: Service under this rate schedule will normally be provided only to multiple lighting systems that are supplied by the utility at a standard secondary voltage of 120 volts or 240 volts single-phase.
2. Photo Controls: This schedule is predicated on electronic type photo controls meeting ANSI standard C136.10, with a turn-on value of 1.0 foot-candles and a turn-off value of 1.5 foot-candles. Electro-mechanical or thermal type photo controls are not acceptable for this rate schedule.
3. Annual Operating Schedules: The rates under this schedule assume 4100 operating hours per year (approximately 11 hours per night), and apply to lights which will turn on and off once each night.
4. Light or Pole Numbering: Pole number sequencing and coding for single lights or multiple lights on a single pole shall be provided by the Customer in a format acceptable to the utility. The Customer shall provide physical numbering on lights or poles in order to facilitate accurate billing and inventory reporting prior to energizing facilities. Numbering must be legible from the ground.
5. Lighting Inventories: The Customer shall submit an initial inventory of the location, type and wattage for each light, including any non-conforming loads connected to the lighting system, in a format acceptable to the utility before the lighting system is connected to the utility system. An updated inventory shall be submitted annually after the initial inventory. The Customer shall inform the utility in writing within 30 days of any changes to the inventory.
6. Non-conforming loads: Any load other than the lighting loads listed in this rate schedule is a non-conforming load, and shall require approval from the utility before they are connected to an unmetered lighting service. Non-conforming loads will only be approved for governmental agencies. Each non-conforming load shall not exceed 150 watts per circuit, or light for individually connected lights. Any non-conforming load exceeding this limitation requires metering of the Customer's system at the utility's connection point. The monthly billed charges for approved unmetered non-conforming loads will be based on the rated or measured full-load input wattage and verified hours of operation.

SHEET NO. 25-26-GS-1
CANCELING SHEET NO. 22-23-GS-1

Rate Schedule GS-1

METERED INDUSTRIAL/COMMERCIAL GAS SERVICE

APPLICABILITY

This service is available to all non-residential Customers receiving metered gas service

TERRITORY

Applicable throughout the service territory.

RATES

Basic Service Fee, per meter per day $0.605

Island Energy Delivery Charge, per Therm........................$1.120

Energy Cost Pass Through, per Therm (See Special Condition 3.)

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2.1 of this Tariff.

2. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and reinitiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.

3. As frequently there are changes to the charges for natural gas delivered to Island Energy there will be a change to the Energy Cost Pass Through Rate. This rate will equal the forecast total price for natural gas delivered to Island Energy divided by the forecast sales, plus an amortization of any prior over, or under, collections.

SHEET NO. 23-24-GS-2
CANCELING SHEET NO. 22-23-GS-2

Rate Schedule GS-2

METERED RESIDENTIAL GAS SERVICE

APPLICABILITY

This service is applicable to all residential Customers receiving metered gas service. A residential Customer is defined as using a low-pressure domestic service for heating, cooking, water heating, or a combination thereof, in single family dwellings, flats, and apartments, separately metered by the utility and low-pressure service used in common for residential purposes by tenants in multi-family dwellings.

TERRITORY

Applicable throughout the service territory

RATES

Basic Service Fee, per meter per day...........................$0.1815

Island Energy Delivery Charge, per Therm...................$1.120

Energy Cost Pass Through, per Therm (See special condition 3.)

The minimum charge on the Rate Schedule shall be equal to the Basic Service Fee.

SPECIAL CONDITIONS

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in 2.01.
2. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.
3. As frequently there are changes to the charges for natural gas delivered to Island Energy there will be a change to the Energy Cost Pass Through Rate. This rate will equal the forecast total price for natural gas delivered to Island Energy divided by the forecast sales, plus an amortization of any prior over, or under, collections.

Rate Schedule NEM

NET ENERGY METERING PROGRAM

APPLICABILITY

This schedule is applicable to Eligible Customer-Generators, as defined in Section 2827 of the California Public Utilities Code, operating a renewable electrical generation facility, as therein defined, located on the customer's owned, leased, or rented Premises with a capacity of no more than one megawatt that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with Utility's power system pursuant to an interconnection and metering agreement with Utility.

This Rate Schedule is available on a first-come, first-serve basis until the total rated generating capacity used by Eligible Customer-Generators exceeds 5%of Utility's aggregate customer peak demand established when the Solar Incentive program began. The NEM program is fully subscribed since June 30th, 2016.

Customers who have previously been approved for the Net Energy Metering Program will retain benefits of the NEM program until the expiration of their 20-year enrollment period, from the date the solar system interconnected to the grid.

Customers who move into premises with a system previously been approved for the Net Energy Metering Program will retained benefits offered by the NEM program for the reminder of enrollment period, from the original date the solar system interconnected to the grid. Increase in the generating capacity of systems subscribed to the Net Energy Metering program is not permitted.

RATES:

An Eligible Customer-Generator served under this schedule is responsible for all charges in its otherwise applicable rate schedule, including the Basic Service Fee, when applicable, regardless of the Customer's monthly or annual net generation.

Eligible Customer-Generators under this Rate Schedule are subject to any new or additional charges pursuant to the Customer's otherwise applicable rate schedule.

(CONTINUED)

SPECIAL CONDITIONS

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 13C of the Tariff.

2. Interconnection Agreement: In order for this schedule to apply, Customer must complete and sign the Island Energy Electric Interconnection Agreement for Electric Net Metering Service ("NEM Agreement"). This agreement contains additional terms and conditions, including without limitation, requirements relating to indemnification, insurance, and access to Customer's Premises.

3. Meter Requirements:

Utility shall own, operate, and maintain a bi-directional single meter on Customer's Premises ,capable of registering the flow of electricity in two directions.

4. Billing:

    a. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to Customer and the electricity generated by Customer and fed back to the grid over a normal one-month billing period.

    b. In the event that the electricity supplied by Utility during the one-month billing period exceeds the electricity generated by Customer during the same period, the Utility shall bill Customer for the net energy consumption during

    c. such billing period based on the Customer's Rate Schedule.

    d. In the event that the electricity supplied by Utility during the one-month billing period is less than the electricity generated by Customer during the same period, Customer is a net energy producer. If Customer is a net energy producer, any excess energy generated by the customer shall be carried forward to the following billing cycle as a monetary credit on the customer's account until the end of the 12-month period ending on the final billing date for March.

e. If Customer terminates service prior to the end of a 12-month period ending on the final billing date for March, Utility shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, or if appropriate, issue a final payment for any excess generation, based on the applicable Net Surplus Compensation rate.

5. Net Surplus Compensation:

   a. If at the end of the applicable 12-month period ending on the final billing date of March, Customer is a Net Surplus Customer-Generator:

      i. Utility shall retain any Net Surplus Energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent 12-month period.
      ii. If Customer is eligible for Net Surplus Energy Compensation, such compensation shall be calculated over the 12-month period.

   b. In order to be eligible for Net Surplus Energy Compensation, Customer must: (1) elect a compensation option in Customer's NEM Agreement; (2) certify that Customer has sole ownership of the environmental attributes and RECs associated with the energy generated from the Generating Facility; and (3) agree to transfer to Utility all rights, title, and interest Customer has to such environmental attributes and RECs.

   c. Utility's Net Surplus Compensation rate shall provide just and reasonable compensation for the value of the Net Surplus Energy, while leaving other ratepayers unaffected.

   d. If Customer is eligible for Net Surplus Energy Compensation, Customer shall receive compensation pursuant to the method selected in Customer's NEM Agreement. Customers are eligible to revise their net surplus energy compensation elections by giving written notice to IE at least thirty-days prior to the beginning of each succeeding 12-month period ending with the final billing date of March.

6. Net Surplus Energy Compensation Rate:

   a. Utility's Net Surplus Energy Compensation Rate is based on Utility's avoided cost for energy. Utility's Net Surplus Energy Compensation Rate is set at the value provided in the table below. The General Manager shall review the Utility's Net Surplus Energy Compensation

Rate on an annual basis. If a Net Surplus Energy Compensation Rate is not adopted for any individual year, the most recently adopted Net Surplus Energy Compensation Rate shall apply.

Year	$/kWh
July 1, 2025-June 30, 2026	0.0707

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 Operating Budget for Fiscal Year 2025-2026 and Appropriation of Funds for Fiscal Year 2025-2026

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The City has prepared the operating budget for Fiscal Year (FY) 2025/26 and is presenting it to the City Council for review, consideration, and approval.

FISCAL IMPACT

The proposed City operating budget for FY 2025/26 has an overall estimated revenues of $260,722,863 and overall appropriations of $248,561,263. Included in these appropriations are: $62.8 million for the General Fund; $11.2 million for the Internal Service Funds; $51.8 million for Enterprise Funds; $45.7 million for Special Revenues; $5 million for Debt and Project Funds; and $31.9 million for the Successor Agency to the Redevelopment Agency of the City of Pittsburg.

RECOMMENDATION

The City Council adopt the Resolution to:

- Approve the City's operating budget and appropriate funds for FY 2025/26
- Use the following fund balances to satisfy the following deficits in:
    - Information/Communications System (Fund 601) - $85,159
    - Water Operations Fund (Fund 501) - $1,944,416
    - Marina Fund (Fund 550) - $438,768
    - Citywide Lighting and Landscaping (Fund 205) - $47,027
    - Solid Waste (Fund 210) - $157,996
- Return to General Fund Reserve:
    - Various projects (General Fund) - $651,431
    - FEMA projects reimbursement - $1,200,000

BACKGROUND

Staff began preparing the City's operating budget for FY 2025/26 at the end of March 2025. Progress on the preparation of the preliminary budget was presented to the City Council and the public at the budget workshops conducted on April 7, May 5, and June 2, 2025.

The City's operating budget is prepared while taking into consideration the City's Fiscal Sustainability and Reserve Funds Ordinance, established on January 22, 2013 by Ordinance 12-1363, and later amended on June 19, 2017 by Ordinance 17-1432 and on October 1, 2018 by Ordinance 18-1455. This Ordinance requires that the City maintain a Budget Stabilization Fund that is the greater of $2 million or 5% of the City's General Fund operating budget. Operating budget is defined in the Ordinance as staff costs and operating expenses (excluding capital project costs). The Ordinance also requires that the City maintain reserves in the General Fund, Internal Service Funds, and Enterprise Funds equal to 30% of their respective operating budgets.

SUBCOMMITTEE FINDINGS

The preliminary budget for FY 2025/26 was presented to the Finance Management Subcommittee on April 18, 2025 and May 16, 2025.

STAFF ANALYSIS

The proposed revenues are projected to be $260.7 million, of which approximately 24% are General Fund. The proposed expenditures are projected to be $248.6 million, of which approximately 25% are General Fund. The General Fund is the City's main source of unrestricted revenues. This proposed overall budget supports 312 full-time equivalent employees.

The City's General Fund reserve is $19,158,279 or 31% of its operating budget. The Budget Stabilization Fund currently has $2,445,285, a shortage of $675,391 from the required $3,120,676. The Building Maintenance Internal Service Fund is $863,870 or 27% of its operating budget, which is below the required 30% reserve. Staff will be working with the Finance Management Subcommittee to review the Budget Stabilization Fund and the reserves in the Internal Service and Enterprise Funds to ensure that the City complies with the Ordinance and to determine how best to serve the community with these funds.

	FY 2024/25 Mid-Year	FY 2025/26 Proposed	2026 vs 2025 $ Change	2026 vs 2025 % Change
Revenues	$ 60,928,366	$ 62,195,703	$ 1,267,336	2.1%
Expenditures	$ 61,617,519	$ 62,818,520	$ 1,201,001	1.9%
Surplus/(Deficit)	$ (689,153)	$ (622,818)		

* Does not include Measure M

While the City accounts for Measure M separately and is a sub-fund of the General Fund, the following analysis of General Fund Revenues includes Measure M.

Revenues

The City's General Fund revenues are influenced by overall economic conditions, many of which are out of the City's control. The total General Fund revenue projected for FY 2025/26 is $62.2 million, approximately $1.3 million more than the FY 2024/25 year-end estimate. This is primarily due to an increase in Non-Departmental revenues which consist of various funding sources such as taxes, fees and assessments, and interest income. The General Fund's major revenue sources include various taxes such as property, sales, and transient, franchise fees, Redevelopment Property Tax Trust Fund disbursements, and intergovernmental revenues.

While the City is projecting an increase in its General Fund revenues, increases from sales and use tax and Measure M are projected to be modest due to uncertainties that are affecting consumer activities. While the published sales and use tax and Measure M are $12.4 million and $6.1 million respectively, the City's consultant, Avenu Insights & Analytics Company (Avenu), is now projecting sales and use tax to be $150,000 and Measure M to be $64,000 less than what was published. Avenu, however is anticipating that the City has reached the floor and is projecting steady, albeit modest, increases in future years.

The Measure M funds generated in FY 2024/25 and their proposed programming in FY 2025/26 will be reported by the Citizen Oversight Committee to the City Council on July 7, 2025.

Total property tax revenues for FY 2025/26 increased by approximately $0.1 million (secured and supplemental taxes) when compared to the FY 2024/25 year-end estimate. Secured property tax is the tax on the ad valorem (value) of the real estate property being assessed. Supplemental property tax is the difference between the previously assessed value and the newly assessed value upon the purchase of real estate property.

Expenditures

The City's General Fund expenditures for FY 2025/26 is $62.8 million , an increase of $1.2 million when compared to the FY 2024/25 year-end estimate. This is primarily due to an increase of $2.1 million in personnel related costs and offset by a reduction in capital and operation expenditures totaling $0.9 million. Some of the contributing factors to the increase in personnel costs are cost-of-living adjustments (COLA), additional unfunded accrued liability (UAL), general liability and workers compensation insurance, and medical and dental insurance.

As mentioned above, fund balances in certain Internal Service and Enterprise Funds as of June 30, 2025 will be used to satisfy several fund deficits. Some of the contributing factors causing the deficits are the increase in costs due to the rising costs in utilities, the cost of contract services and supplies, and the proposed trash enclosure project by Solid Waste (Fund 210).

To help mitigate the budget challenges, staff's efforts will include:

- Master Fee Study – Through a request for proposal (RFP) process, a firm will be selected to conduct a study of all City services to ensure that the appropriate fees are charged and to identify services, if any, that are currently not charged but should be. The RFP was issued May 29, 2025. It is anticipated that that a contract with a firm will be executed by August 2025.
- Water/Sewer Rate Study – Staff is working with a consultant who will be studying the City's costs on providing water and sewer services to determine the appropriate fees to charge in order to keep up with the rising costs associated with providing these services; specifically, the purchase of raw water, electricity, chemicals, and personal costs.
- Staff will continue to seek operational efficiencies to minimize the operational costs whenever possible.
- Staff will continue to pursue economic development opportunities to bring new businesses or expand existing businesses in Pittsburg. These efforts assist to generate new General Fund revenues.
- Staff is actively and has successfully sought out various types of grants that help to finance many projects and program that benefit the community.

The City's annual budget for FY 2025/26 must be approved and funds appropriated by July 1, 2025 to provide on-going financing for the City's activities during the next fiscal year. These appropriations will continue the City's investments in the community and help to achieve the City Council Strategic Plan for FY 2025/26 that was adopted by Minute Order on April 7, 2025.

ATTACHMENTS: Resolution
Summary of Fund Conditions – Table 1
Summary of Revenues and Expenditures – All Funds – Table 2
Revenue Source by Category and Object – Table 3
Summary of Expenditure by Program – Table 4
Expenditure by Fund Type – Table 5
General Fund Revenues and Expenditures – Table 6
General Fund Revenue – Table 7
General Fund Expenditures by Category – Table 8
Budget Message

Report Prepared By: Maria M. Aliotti, Assistant City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Fiscal Year 2025/26	)	
Operating Budget and Appropriation of	)	RESOLUTION NO. 25-
Funds for Fiscal Year 2025/26	)	

WHEREAS, staff began preparing the City's operating budget for FY 2025/26 at the end of March 2025. Progress on the preparation of the preliminary budget was presented to the City Council and the public at the budget workshops conducted on April 7, May 5, and June 2, 2025; and

WHEREAS, the City's operating budget is prepared while taking into consideration the City's Fiscal Sustainability and Reserve Funds Ordinance, established on January 22, 2013 by Ordinance 12-1363, and later amended on June 19, 2017 by Ordinance 17-1432 and on October 1, 2018 by Ordinance 18-1455; and

WHEREAS, the proposed revenues are projected to be $260.7 million, of which approximately 24% are General Fund. The proposed expenditures are projected to be $248.6 million, of which approximately 25% are General Fund; and

WHEREAS, the total General Fund revenue projected for FY 2025/26 is $62.2 million, approximately $1.3 million more than the FY 2024/25 year-end estimate. This is primarily due to an increase in Non-Departmental revenues which consist of various funding sources such as taxes, fees and assessments, and interest income; and

WHEREAS, the City's General Fund expenditures for FY 2025/26 is $62.8 million, an increase of $1.2 million when compared to the FY 2024/25 year-end estimate. This is primarily due to an increase of $2.1 million in personnel related costs and offset by a reduction in capital and operation expenditures totaling $0.9 million; and

WHEREAS, the City's annual budget for FY 2025/26 must be approved and funds appropriated by July 1, 2025 to provide on-going financing for the City's activities during the next fiscal year; and

WHEREAS, these appropriations will continue the City's investments in the community and help to achieve the City Council Strategic Plan for FY 2025/26 that was adopted by Minute Order on April 7, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the City's operating budget for FY 2025/26 and appropriates the funds for on-going financing of the City activities during FY 2025/26.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg hereby authorizes the use of fund balances to satisfy the budget deficits as detailed in the Staff Report.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg authorizes the return of General Fund remaining balances from projects and the FEMA reimbursement to the General Fund Reserve, as detailed in the Staff Report.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg authorizes the Finance Director or his/her designee to approve payment of goods and services received by the City in accordance with the City's approved budget, programs, and policies.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

Summary of Fund Condition
Table 1

	Estimated Reserves 6/30/2025[1]	Projected Revenues 2025-26	Transfers-In	Proposed Expenditures 2025-26	Transfers-Out	Estimated Balance June 30, 2026
General Fund						
General	18,781,097	52,214,042	9,981,661	60,253,020	2,565,500	18,158,279
Measure M Fund	2,485,285	6,100,000	-	-	4,150,000	4,435,285
Subtotal, General Fund	$ 21,266,382	$ 58,314,042	$ 9,981,661	$ 60,253,020	$ 6,715,500	$ 22,593,564
Internal Service Funds						
Building Maintenance	858,155	3,159,082	-	3,137,451	15,917	863,869
Fleet Maintenance	1,329,778	2,176,312	-	2,056,559	13,296	1,436,235
Fringe Benefits	(4,495,509)	975,000	-	1,009,300	-	(4,529,809)
Information Communication Services	1,479,227	2,000,000	-	2,085,159	-	1,394,068
Insurance	2,338,308	2,934,905	-	2,934,905	-	2,338,308
Other Post-Employment Benefits (OPEB)2	685,798	2,523,000	500,000	2,738,100	-	970,698
Pension Trust/Reserve Fund[3]	480,084	480,417	-	-	-	960,501
Subtotal, Internal Service Funds	$ 2,675,841	$ 14,248,716	$ 500,000	$ 13,961,474	$ 29,213	$ 3,433,870
Enterprise Funds						
Island Energy	5,185,509	10,156,659	-	9,688,866	38,389	5,614,913
Marina	1,851,392	2,295,834	-	2,702,950	22,659	1,421,617
Pittsburg Power	6,654,295	3,435,176	-	2,031,463	1,066,929	6,991,079
Sewer Utility	7,523,349	5,500,000	-	3,088,665	841,461	9,093,223
Water Front Operations	821,130	1,014,724	-	716,290	17,791	1,101,773
Water Utility	79,483,107	29,528,913	856,000	31,123,120	435,525	78,309,375
Zone 2 Reservoir	10,064,922	30,729	-	-	-	10,095,651
Subtotal, Enterprise Funds	$ 111,583,704	$ 51,962,035	$ 856,000	$ 49,351,352	$ 2,422,754	$ 112,627,633
Special Revenue Funds						
American Rescue Plan Act (ARPA) Fund	(469)	-	-	487	-	(956)
Assets Seizure		18	-	-	-	18
Budget Stabilization	2,445,285	-	-	-	-	2,445,285
CalHome Program	147,111	10,765	-	-	-	157,876
California Theatre	330,451	2,160	225,000	93,397	-	464,213
CFD 2021-1 Tuscany Meadows	24,585	30,710	-	-	-	55,295
Economic Development	(270,084)	236,822	875,000	1,093,965	1,685	(253,913)
Emergency Operations Center	45,738	3,966	50,000	50,000	-	49,704
Fire District CFD	178,270	77,876	-	-	-	256,146
Gas Tax	2,249,745	2,215,246	-	-	1,200,000	3,264,991
Gas Tax - Road Maint & Rehab (RMRA)	2,740,551	2,064,647	-	-	-	4,805,198
General Plan Update	692,571	31,034	-	-	-	723,605
GHAD Administration	274,718	15,453	693,000	976,782	5,431	957
Hillivew Jr. High Athletic Field (Mainte	454,714	16,078	-	-	-	470,792
Housing Authority-Section 8	527,801	24,362,141	-	24,595,346	24,907	269,690
HUD Community Development Block Grant	63,559	652,690	-	446,445	2,060	267,744
Lighting and Landscape	47,027	3,185,379	2,407,000	6,145,154	47,004	(552,752)
Lighting and Landscaping Oak Hill	72,820	36,590	1,500	38,952	-	71,958
Local Law Enforcement Block Grant	(980)	17,050	-	-	-	16,070
Marina Vista Field Replacement	340,770	12,049	-	-	-	352,819
Measure C Tax Fund		1,204,901	-	-	710,000	494,901
Measure J Tax Fund	1,841,462	-	-	-	-	1,841,462
Miscellaneous Grants	254,758	145,677	-	-	125,000	275,435
Neighborhood Stabilization	51,663	1,827	-	-	-	53,490
Other Impact Fees Fund	123,732	23,859	-	-	-	147,591
Park Maintenance CFD 2007-1	658,508	242,337	-	88,838	936	811,071
Project Amenities Mgmt (CFD 2015-1)	52,790	62,063	-	-	63,000	51,853
Public Safety CFD 2005-1	1,043	1,497,957	-	-	1,491,513	7,487
Public, Education & Gov't Fees (PEG)	918,912	179,906	-	-	-	1,098,818
R/R AVE SPECIFIC PLAN (E-BART) CFD 2014-	124,497	4,372	-	-	-	128,869
San Marco CFD 2004-1	3,638	1,643,310	-	-	1,636,130	10,818
Small Cities Grant		7,450	-	-	-	7,450
Solid Waste	1,161,113	1,206,384	-	1,258,763	105,617	1,003,117
Southwest Pittsburg GHAD II	5,203,137	1,423,317	-	525,580	693,000	5,407,874
Storm Water Utility NPDES	3,757	1,258,000	163,000	1,396,148	14,644	13,965
Successor Agency Housing Fund	4,660,668	323,668	-	492,081	749	4,491,506
US EPA Grants	1,757,307	2,906,246	-	2,856,097	-	1,807,456
Vista Del Mar CFD 2005-2	371	469,769	-	-	469,018	1,122
Subtotal, Special Revenue Funds	$ 25,340,077	$ 45,571,719	$ 4,414,500	$ 40,058,037	$ 6,590,694	$ 28,677,565

	Estimated Reserves 6/30/2025[1]	Projected Revenues 2025-26	Transfers-In	Proposed Expenditures 2025-26	Transfers-Out	Estimated Balance June 30, 2026
Capital Projects Funds						
Bailey Road Maintenance	2,387,370	75,808	-	-	-	2,463,178
Capital Improvement	469,496	549,904	-	477,428	-	541,972
Communitiy Capital Improvement		17,957	-	-	-	17,957
Inclusionary Housing	41,987	1,485	-	-	-	43,472
Infrastructure Repair & Replacement	1,950	765	-	-	-	2,715
Kirker Creek Drainage Fees	392,754	13,887	-	-	-	406,641
Park Dedication	4,950,338	234,150	-	87,868	-	5,096,620
RDA - Project Fund	548,113	-	-	2,343	-	545,770
Recycled Water Capital Maintenance	36,251	1,281	-	-	-	37,532
Regional Traffic Mitigation	4,561,407	17,248	-	-	-	4,578,655
Traffic Impact Fair Share	569,747	20,145	-	-	-	589,892
Traffic Mitigation	487,828	479,080	-	87,750	-	879,158
Subtotal, Capital Projects Funds	$ 14,447,241	$ 1,411,712	$ -	$ 655,389	$ -	$ 15,203,564
Successor Agency to RDA Funds						
RDA - Housing S/A TAB 2006A		67,892	724,285	724,285	-	67,892
RDA - TAB 1999		206,281	8,752,500	8,752,500	-	206,281
RDA-Tax Increment		164,033	425,000	377,685	-	211,349
Redevelopment Obligation Retirement Fund		31,858,350	-	-	31,858,350	-
Successor Agency to RDA - TARB 2014		477,889	3,232,500	3,232,500	-	477,889
Successor Agency to RDA - TARB 2016A		343,175	17,397,250	17,397,250	-	343,175
Successor to RDA - HSG S/A TARB 2016A	1,796,606	20,086	1,326,815	1,326,815	-	1,816,692
Subtotal, Successor Agency to RDA Funds	$ 1,796,606	$ 33,137,706	$ 31,858,350	$ 31,811,035	$ 31,858,350	$ 3,123,278
Debt Service Funds[4]						
Assessment Districts Fund		53,447	-	6,844	-	46,603
Pension Obligations	3,583,481	4,976,246	-	4,810,232	-	3,749,495
Re-Assessment District 2011-1		673,256	-	37,369	-	635,887
San Marco CFD 2009-1		1,981,741	-	-	-	1,981,741
Vista Del Mar CFD Bond 2005		781,732	-	-	-	781,732
Subtotal, Debt Service Funds	$ 3,583,481	$ 8,466,423	$ -	$ 4,854,445	$ -	$ 7,195,459
Total All Funds	$ 180,693,332	$ 213,112,353	$ 47,610,511	$ 200,944,752	$ 47,616,511	$ 192,854,933

[1] Represents working capital and does not include fixed assets, inventory, long-term advances or loans

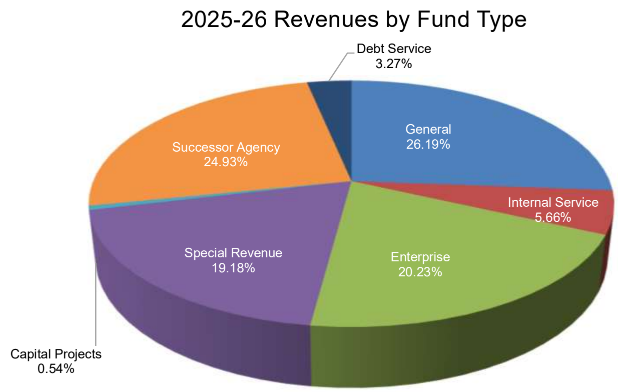
[2] Does not include CERBT trust funds held by CalPERS

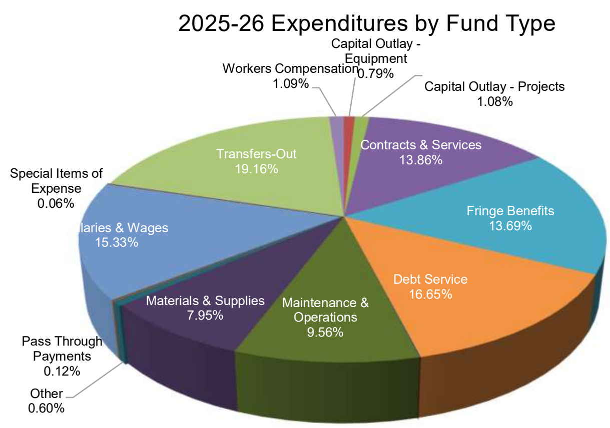
[3] Pension trust funds are collected and disbursed to a trustee

[4] Debt service fund balances include debt service reserves held by a trustee

Summary of Revenues and Expenditures - All Funds
Table 2

	2023-24 Actual	2024-25 Amended Budget	2025-26 Proposed Budget	Change from 2024-25	% Change
Revenue					
General	77,258,412	67,268,366	68,295,703	1,027,336	1.53%
Internal Service	19,775,863	12,416,142	14,748,716	2,332,574	18.79%
Enterprise	62,273,389	51,652,798	52,746,819	1,094,021	2.12%
Special Revenue	66,416,813	57,241,668	49,999,136	(7,242,531)	-12.65%
Capital Projects	25,309,771	76,306	1,411,712	1,335,406	1750.07%
Successor Agency	66,291,426	65,716,734	64,996,056	(720,678)	-1.10%
Debt Service	8,432,294	7,690,720	8,524,721	834,001	10.84%
Total, Revenues	**$ 325,757,968**	**$ 262,062,734**	**$ 260,722,863**	**(1,339,871)**	**-0.51%**
Expenditure					
Acquisition	634,261	-	-	-	
Capital Outlay - Equipment	3,932,176	3,984,987	1,969,556	(2,015,431)	-50.58%
Capital Outlay - Projects	17,717,704	10,703,296	2,696,748	(8,006,548)	-74.80%
Contracts & Services	38,919,444	36,284,562	34,457,498	(1,827,064)	-5.04%
Debt Service	42,555,423	43,363,033	41,374,267	(1,988,766)	-4.59%
Fringe Benefits	28,086,531	32,156,064	34,024,682	1,868,619	5.81%
General Government	(11,974,966)	9,227	146,852	137,625	1491.54%
Grants	73,196	-	-	-	
Maintenance & Operations	26,395,510	22,883,389	23,764,761	881,372	3.85%
Materials & Supplies	16,836,937	19,174,677	19,758,164	583,487	3.04%
Other	1,806,707	1,998,644	1,498,644	(500,000)	-25.02%
Pass Through Payments	283,605	300,000	308,000	8,000	2.67%
Salaries & Wages	36,472,358	37,357,684	38,093,473	735,789	1.97%
Special Items of Expense	1,385,231	212,175	143,700	(68,475)	-32.27%
Transfers-Out	95,671,057	49,384,239	47,616,511	(1,767,728)	-3.58%
Workers Compensation	4,250,030	4,890,376	2,708,407	(2,181,969)	-44.62%
Total, Expenditures	**$ 303,045,204**	**$ 262,702,352**	**$ 248,561,263**	**$ (14,141,089)**	**-5.38%**





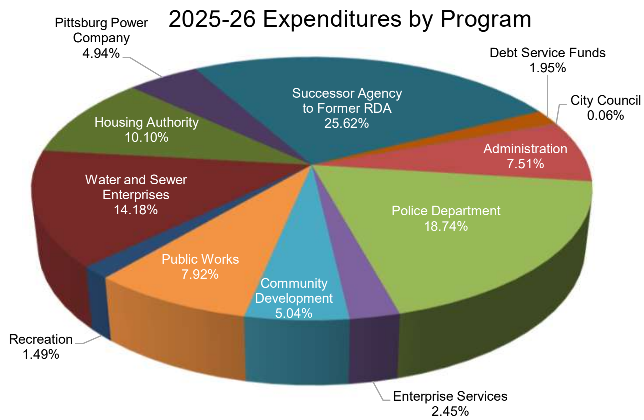
Revenue Source by Category and Object
Table 3

	2023-24 Actual	2024-25 Amended Budget	2025-26 Proposed Budget	Change from 2024-25	% Change
General Fund					
Fines & Forfeitures	387,340	476,000	495,500	19,500	4.10%
Franchise Fees	5,606,985	5,851,946	6,108,000	256,054	4.38%
Intergovernmental Revenue	7,390,802	7,430,376	7,607,557	177,181	2.38%
Other Revenues	2,496,451	3,338,200	3,117,055	(221,145)	-6.62%
Other Taxes	8,996,043	9,889,179	10,428,200	539,021	5.45%
Permits, Licenses & Fees	2,587,643	2,658,676	2,959,341	300,665	11.31%
Property Taxes	5,053,721	5,228,186	5,349,500	121,314	2.32%
Sales Taxes	20,549,693	18,340,000	18,560,000	220,000	1.20%
Service Fees	2,831,188	2,372,255	2,562,649	190,394	8.03%
Transfers-In	17,714,327	10,559,379	9,981,661	(577,718)	-5.47%
Use of Money & Property	3,644,219	1,124,169	1,126,240	2,071	0.18%
Subtotal, General Fund	**$ 77,258,412**	**$ 67,268,366**	**$ 68,295,703**	**$ 1,027,336**	**1.53%**
Internal Service					
Other Revenues	9,787,690	4,085,170	7,262,499	3,177,329	77.78%
Service Fees	9,163,893	7,830,972	6,986,217	(844,755)	-10.79%
Transfers-In	824,280	500,000	500,000	-	0.00%
Subtotal, Internal Service Funds	**$ 19,775,863**	**$ 12,416,142**	**$ 14,748,716**	**$ 2,332,574**	**18.79%**
Enterprise					
Debt Service	2,373,246	1,135,594	1,127,163	(8,431)	-0.74%
Fines & Forfeitures	28,753	57,132	25,000	(32,132)	-56.24%
Franchise Fees	1,080,000	1,080,000	1,080,000	-	0.00%
Intergovernmental Revenue	204,046	1,089,752	0	(1,089,752)	-100.00%
Other Revenues	2,749,811	1,281,759	1,565,141	283,382	22.11%
Other Taxes	35,762	0	0	-	
Service Fees	43,629,713	42,914,259	44,319,349	1,405,090	3.27%
Transfers-In	10,246,829	872,800	856,000	(16,800)	-1.92%
Transfers-Out	(1,828,000)	0	0	-	
Use of Money & Property	3,753,229	3,221,502	3,774,166	552,664	17.16%
Subtotal, Enterprise Funds	**$ 62,273,389**	**$ 51,652,798**	**$ 52,746,819**	**$ 1,094,021**	**2.12%**
Special Revenue					
Fines & Forfeitures	80,078	0	0	-	
Franchise Fees	128,224	155,000	155,000	-	0.00%
Intergovernmental Revenue	29,421,504	31,646,324	25,503,361	(6,142,963)	-19.41%
Other Revenues	4,870,406	4,945,351	3,547,731	(1,397,620)	-28.26%
Other Taxes	5,284,302	6,392,957	5,452,087	(940,870)	-14.72%
Service Fees	25,161	17,396	17,628	232	1.33%
Special Assessments	8,428,757	8,842,848	9,622,491	779,643	8.82%
Transfers-In	16,780,000	4,043,100	4,414,500	371,400	9.19%
Use of Money & Property	1,398,381	1,198,692	1,286,339	87,647	7.31%
Subtotal, Special Revenue Funds	**$ 66,416,813**	**$ 57,241,668**	**$ 49,999,137**	**$ (7,242,531)**	**-12.65%**
Capital Projects					
Intergovernmental Revenue	3,369,429	158,000	0	(158,000)	-100.00%
Other Revenues	(5,655,095)	0	0	-	
Service Fees	741,418	441,000	311,500	(129,500)	-29.37%
Transfers-In	25,762,904	(1,250,000)	0	1,250,000	-100.00%
Use of Money & Property	1,091,115	727,306	1,100,212	372,906	51.27%
Subtotal, Capital Projects Funds	**$ 25,309,771**	**$ 76,306**	**$ 1,411,712**	**$ 1,335,406**	**1750.07%**
Successor Agency to RDA Funds					
Debt Service	1,408,115	1,123,666	1,115,323	(8,343)	-0.74%
Other Revenues	619,786	190,200	53,000	(137,200)	-72.13%
Property Taxes	31,749,961	32,158,960	31,858,350	(300,610)	-0.93%
Service Fees	22,327	0	0	-	
Transfers-In	32,399,005	32,158,960	31,858,350	(300,610)	-0.93%
Use of Money & Property	92,232	84,948	111,033	26,085	30.71%
Subtotal, Successor Agency to RDA Funds	**$ 66,291,426**	**$ 65,716,734**	**$ 64,996,056**	**$ (720,678)**	**-1.10%**
Debt Service Fund					
Debt Service	167,073	178,422	177,097	(1,325)	-0.74%
Service Fees	4,570,963	4,637,694	4,810,232	172,538	3.72%
Special Assessments	3,491,990	2,758,486	3,305,522	547,036	19.83%
Use of Money & Property	202,268	116,118	231,870	115,752	99.69%
Subtotal, Debt Service Funds	**$ 8,432,294**	**$ 7,690,720**	**$ 8,524,721**	**$ 834,001**	**10.84%**
Total, All Funds	**$ 325,757,968**	**$ 262,062,734**	**$ 260,722,863**	**$ (1,339,870)**	**-0.51%**

Summary of Expenditure by Program
Table 4

	2023-24 Actual	2024-25 Amended Budget	2025-26 Proposed Budget	Change from 2024-25	% Change
City Council					
City Council	149,839	139,894	149,821	9,927	7.10%
Subtotal, City Council	$ 149,839	$ 139,894	$ 149,821	$ 9,927	7.10%
Administration					
City Manager	143,615	142,887	147,303	4,417	3.09%
City Clerk	444,641	539,594	459,901	(79,693)	-14.77%
City Attorney	407,086	406,997	495,887	88,890	21.84%
Human Resources	1,413,201	1,380,069	1,418,653	38,584	2.80%
Treasurer	6,260	6,260	6,215	(45)	-0.72%
Finance	3,731,157	4,320,351	4,608,418	288,066	6.67%
General Fund - Non Departmental	19,438,848	6,057,848	2,705,798	(3,352,050)	-55.33%
Emergency Operation Center	65,165	99,000	50,000	(49,000)	-49.49%
Information Technology	3,345,912	2,364,634	2,085,159	(279,475)	-11.82%
Employee Fringe Benefits	3,152,589	3,762,888	1,009,300	(2,753,588)	-73.18%
Other Post-Employment Benefits (OPEB)	2,425,631	2,618,338	2,738,100	119,762	4.57%
Pension Trust	17,677	-	-	-	0.00%
Insurance	2,856,712	2,264,616	2,934,905	670,289	29.60%
American Rescue Plan Act (ARPA)	14,056,824	470	487	17	3.62%
Subtotal, Administration	$ 51,505,318	$ 23,963,952	$ 18,660,125	$ (5,303,827)	-22.13%
Police Department					
Police Services	34,831,376	36,152,530	40,012,281	3,859,750	10.68%
San Marco CFD	1,711,635	1,466,073	1,636,130	170,057	11.60%
Vista Del Mar CFD	453,690	426,104	469,018	42,914	10.07%
Public Safety CFD	1,283,705	1,049,093	1,491,513	442,420	42.17%
Asset Forfeitures	34,809	-	-	-	0.00%
Police Grants	662,073	125,000	125,000	-	0.00%
Measure M Police	2,850,000	2,850,000	2,850,000	-	0.00%
Subtotal, Police Department	$ 41,827,288	$ 42,068,800	$ 46,583,942	$ 4,515,141	10.73%
Enterprise Services					
General Fund - Non Departmental	1,500,000	-	-	-	
Public, Education & Gov't Fees (PEG)	35,194	-	-	-	
Marina	2,593,132	2,468,802	2,725,609	256,807	10.40%
Fire District CFD	4,533	4,160	-	(4,160)	-100.00%
R/R Ave e-BART CFD	124,581	-	-	-	0.00%
Tuscany Meadows CFD 2021-1	1,061	-	-	-	0.00%
Environmental Affairs	889,795	1,457,935	1,364,380	(93,555)	-6.42%
CDBG Entitlements	590,359	650,791	448,505	(202,286)	-31.08%
CalHome Program	913	150,000	-	(150,000)	-100.00%
Waterfront Operations	1,084,642	1,575,495	1,098,028	(477,467)	-30.31%
Measure M Economic Development	450,000	450,000	450,000	-	0.00%
Subtotal, Enterprise Services	$ 7,274,210	$ 6,757,183	$ 6,086,522	$ (670,662)	-9.93%
Community Development					
Planning Division	1,699,322	1,424,626	1,467,846	43,220	3.03%
Planning Grants	187,175	-	-	-	0.00%
Building Division	1,955,201	1,954,676	2,236,268	281,592	14.41%
Gas Tax	11,905,246	1,200,000	1,200,000	-	0.00%
Measure J Tax	934,827	8,088,593	710,000	(7,378,593)	-91.22%
NPDES	1,328,712	1,412,187	1,410,792	(1,396)	-0.10%
Southwest Pittsburg GHAD	894,078	1,134,166	1,218,580	84,414	7.44%
GHAD Administration	381,007	705,507	982,213	276,706	39.22%
Pittsburg CIP	10,673,398	465,620	477,428	11,808	2.54%
Developer Fee Fund	4,208,887	168,845	175,618	6,773	4.01%
Community Capital Improvements	47,636	-	-	-	0.00%
Code Enforcement	796,692	757,992	939,780	181,788	23.98%
Project Amenities Mgmt CFD	121,419	115,000	63,000	(52,000)	-45.22%
Pittsburg Power	-	-	553,000	553,000	100
Economic Development	3,096,360	1,881,364	1,095,650	(785,714)	-41.76%
Subtotal, Community Development	$ 38,229,960	$ 19,308,576	$ 12,530,175	$ (6,778,401)	-35.11%
Public Works					
Engineering Division	3,148,926	3,094,815	4,202,218	1,107,402	35.78%
Pittsburg CIP	1,753,341	-	-	-	0.00%
Swim Center Maint.	276,589	244,272	247,037	2,765	1.13%
Landscape	4,416,363	4,049,674	4,317,077	267,403	6.60%
Landscape - Oak Hills Assessment	42,087	37,110	38,952	1,842	4.96%
Park Maintenance CFD	66,759	82,255	89,774	7,519	9.14%
Public Works Administration	105,382	90,098	56,787	(33,311)	-36.97%

	2023-24 Actual	2024-25 Amended Budget	2025-26 Proposed Budget	Change from 2024-25	% Change
Streets	3,247,020	4,436,654	3,346,186	(1,090,468)	-24.58%
Street Lighting	1,041,031	1,068,094	1,117,771	49,677	4.65%
Street Trees	612,680	613,454	635,873	22,418	3.65%
Concrete	121,597	120,758	121,438	679	0.56%
Fleet Maintenance	3,257,443	3,652,032	2,069,855	(1,582,177)	-43.32%
Building Maintenance	2,870,516	2,964,445	3,153,368	188,923	6.37%
Graffiti Removal Program	255,318	270,130	291,549	21,420	7.93%
Measure M Public Works	750,000	1,250,000	-	(1,250,000)	-100.00%
Subtotal, Public Works	$ 21,965,052	$ 21,973,791	$ 19,687,886	$ (2,285,906)	-10.40%
Recreation					
Pittsburg CIP	486,226	-	-	-	
Recreation Administration	864,585	606,618	829,895	223,277	36.81%
Recreation Services	1,873,704	1,961,854	1,936,332	(25,522)	-1.30%
Recreation Grants	125,271	-	-	-	0.00%
California Theatre	674,696	125,846	93,397	(32,449)	-25.78%
Measure M Recreation	850,000	850,000	850,000	-	0.00%
Subtotal, Recreation	$ 4,874,482	$ 3,544,318	$ 3,709,624	$ 165,306	4.66%
Water and Sewer Enterprises					
US EPA Grants	654,896	2,994,654	2,492,150	(502,504)	-16.78%
Water Operating	20,141,734	23,902,094	23,682,829	(219,265)	-0.92%
Water CIP	3,606,154	504,046	5,889	(498,157)	-98.83%
Water Facility Reserve Fee Funds	2,846,000	-	-	-	0.00%
Sewer Maintenance	4,651,923	3,589,004	3,928,776	339,772	9.47%
Sewer CIP	69,921	-	938	938	100.00%
Waterfront Operations	2,330,072	-	-	-	0.00%
Water Bond Debt Service	7,656,195	5,247,403	5,130,685	(116,718)	-2.22%
Subtotal, Water and Sewer Enterprises	$ 41,956,895	$ 36,237,201	$ 35,241,266	$ (995,935)	-2.75%
Housing Authority					
Housing Authority - Section 8	24,370,204	25,101,550	24,620,253	(481,297)	-1.92%
Housing - Successor Agency	1,319,191	1,050,313	492,830	(557,483)	-53.08%
Subtotal, Housing Authority	$ 25,689,395	$ 26,151,863	$ 25,113,083	$ (1,038,780)	-3.97%
Pittsburg Power Company					
Island Energy	7,511,966	8,910,160	9,076,043	165,883	1.86%
Pittsburg Power	2,840,016	2,519,168	2,519,168	-	-85.46%
Power Company Capital Projects	760,284	792,905	677,436	(115,469)	-14.56%
Subtotal, Pittsburg Power Company	$ 11,112,266	$ 12,222,233	$ 12,272,646	$ 50,414	0.41%
Successor Agency to Former RDA					
RDA General	32,212,289	32,158,960	31,858,350	(300,610)	-0.93%
RDA Administration	351,624	382,977	377,685	(5,292)	-1.38%
RDA Capital Projects Fund	240,764	0	2,343	2,343	100.00%
RDA Tax Allocation Bonds	15,930,802	29,696,250	29,382,250	(314,000)	-1.06%
RDA Housing Bonds	2,012,928	2,042,710	2,051,100	8,390	0.41%
Subtotal, Successor Agency to Former RDA	$ 50,748,407	$ 64,280,897	$ 63,671,728	$ (609,169)	-0.95%
Debt Service Funds					
Pension Obligation Bond	4,628,205	4,637,694	4,810,232	172,538	3.72%
Assessment Districts	1,739,123	1,782,111	44,213	(1,737,898)	-97.52%
Subtotal, Debt Service Funds	$ 6,367,328	$ 6,419,805	$ 4,854,445	$ (1,565,360)	-24.38%
Total Uses by Program	$ 301,700,440	$ 263,068,514	$ 248,561,263	$ (14,507,251)	-5.51%



Expenditures by Fund Type - All Funds
Table 5

	Jessie Added / Changed Amount	General	Internal Service	Enterprise	Special Revenue	Capital Projects	Debt Service	Redevelopment Agency	Total
City Council									
	City Council	149,821	-	-	-	-	-	-	149,821
	Subtotal, City Council	$ 149,821	$ -	$ -	$ -	$ -	$ -	$ -	$ 149,821
Administration									
	City Manager	147,303	-	-	-	-	-	-	147,303
	City Clerk	459,901	-	106,188	-	-	-	-	566,089
	City Attorney	495,887	-	-	-	-	-	-	495,887
	Human Resources	1,418,653	-	-	-	-	-	-	1,418,653
	Treasurer	6,215	-	-	-	-	-	-	6,215
	Finance	1,868,764	-	2,739,654	-	-	-	-	4,608,418
	General Fund - Non Departmental	136,330	-	-	-	169,382	-	-	305,712
	Emergency Operation Center	3,968	-	-	50,000	-	-	-	53,968
	Information Technology	-	2,085,159	-	-	-	-	-	2,085,159
	Employee Fringe Benefits	-	1,009,300	-	-	-	-	-	1,009,300
	Other Post-Employment Benefits (OPEB)	-	2,738,100	-	-	-	-	-	2,738,100
	Insurance	-	2,934,905	-	-	-	-	-	2,934,905
	Transfers Out	150,000	-		2,060				152,060
	American Rescue Plan Act (ARPA)	-	-	-	487	-	-	-	487
	Subtotal, Administration	$ 4,687,021	$ 8,767,464	$ 2,845,842	$ 52,547	$ 169,382	$ -	$ -	$ 16,522,255
Police Department									
	Police Services	39,887,281	-	-	-	-	-	-	39,887,281
	San Marco CFD	-	-	-	1,636,130	-	-	-	1,636,130
	Vista Del Mar CFD	-	-	-	469,018	-	-	-	469,018
	Public Safety CFD	-	-	-	1,491,513	-	-	-	1,491,513
	Police Grants	125,000	-	-	-	-	-	-	125,000
	Measure M Police	2,850,000	-	-	-	-	-	-	2,850,000
	Subtotal, Police Department	$ 42,862,281	$ -	$ -	$ 3,596,661	$ -	$ -	$ -	$ 46,458,942
Enterprise Services									
	Marina	-	-	2,702,950	-	-	-	-	2,702,950
	CDBG Entitlements	-	-	-	446,445	-	-	-	446,445
	Transfer Out	-	-	22,659	-	-	-	-	22,659
	Measure M Economic Development	450,000	-	-	-	-	-	-	450,000
	Subtotal, Enterprise Services	$ 450,000	$ -	$ 2,725,609	$ 446,445	$ -	$ -	$ -	$ 3,622,054
Community Development									
	Planning Division	1,467,846	-	-	-	-	-	-	1,467,846
	Building Division	2,236,268	-	-	-	-	-	-	2,236,268
	Gas Tax	-	-	-	1,200,000	-	-	-	1,200,000
	Measure J Tax	-	-	-	710,000	-	-	-	710,000
	NPDES	-	-	-	1,410,792	-	-	-	1,410,792
	Southwest Pittsburg GHAD	-	-	-	1,218,580	-	-	-	1,218,580
	GHAD Administration	-	-	-	982,213	-	-	-	982,213
	Code Enforcement	939,780	-	-	-	-	-	-	939,780
	Transfers Out		-	425,000	1,685				426,685
	Project Amenities Mgmt CFD	-	-	-	63,000	-	-	-	63,000
	Economic Development	-	-	-	1,093,965	-	-	-	1,093,965
	Subtotal, Community Development	$ 4,643,894	$ -	$ 425,000	$ 6,680,235	$ -	$ -	$ -	$ 11,749,129
Public Works - Maintenance Services									
	Engineering Division	4,202,218	-	-	-	3,059	-		4,205,277
	Pittsburg CIP	-	-	-	-	477,428	-	-	477,428
	Swim Center Maint.	247,037	-	-	-	-	-	-	247,037
	Landscape	-	-	-	4,317,078	-	-	-	4,317,078
	Landscape - Oak Hills Assessment	-	-	-	38,952	-	-	-	38,952
	Park Maintenance CFD	-	-	-	88,838	-	-	-	88,838
	Public Works Administration	56,787	-	-	-	-	-	-	56,787
	Streets	3,346,186	-	-	119,112	-	-	-	3,465,298
	Street Lighting	-	-	-	951,655	-	-	-	951,655

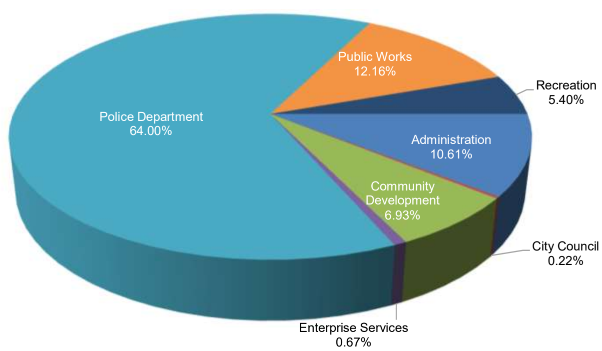
Jessie Added / Changed Amount	General	Internal Service	Enterprise	Special Revenue	Capital Projects	Debt Service	Redevelopment Agency	Total
Street Trees	-	-	-	635,873	-	-	-	635,873
Solid Waste Management				914,688				914,688
Concrete	-	-	-	121,438	-	-	-	121,438
Fleet Maintenance	-	2,056,559	-	-	-	-	-	2,056,559
Building Maintenance	-	3,137,451	-	-	-	-	-	3,137,451
Graffiti Removal Program	291,549	-	-	-	-	-	-	291,549
Park Dedication CIP - Improvements					3,177			3,177
Transfers Out	2,303,500	29,213	17,791	47,004				2,397,508
Subtotal, Public Works - Maintenance Services	$ 10,447,278	$ 5,223,223	$ 17,791	$ 7,234,637	$ 483,664	$ -	$ -	$ 23,406,593
Recreation								
Recreation Administration	829,895	-	-	-	-	-	-	829,895
Recreation Services	1,936,332	-	-	125,000	-	-	-	2,061,332
California Theatre	-	-	-	93,397	-	-	-	93,397
Transfers Out				936				936
Measure M Recreation	850,000	-	-	-	-	-	-	850,000
Subtotal, Recreation	$ 3,616,226	$ -	$ -	$ 219,333	$ -	$ -	$ -	$ 3,835,560
Water and Sewer Enterprises								
US EPA Grants	-	-	-	2,856,097	-	-	-	2,856,097
Water Operating	-	-	23,193,846	-	-	-	-	23,193,846
Water CIP	-	-	5,889	-	-	-	-	5,889
Water Facility Reserve Fee Funds	-	-	3,034,584	-	-	-	-	3,034,584
Sewer CIP	-	-	938	-	-	-	-	938
Solid Waste Management				344,074				344,074
Waterfront Operations	-	-	711,884	-	-	-	-	711,884
Waterfont CIP Improvements - Other			4,406					4,406
Water Bond Debt Service	-	-	5,130,685	-	-	-	-	5,130,685
Transfer Out	106,000	-	1,276,986	105,617	-	-	-	1,488,603
Subtotal, Public Works - Water and Sewer Enterprise	$ 106,000	$ -	$ 33,359,218	$ 3,305,788	$ -	$ -	$ -	$ 36,771,006
Housing Authority								
Housing Authority - Section 8	-	-	-	22,471,346	-	-	-	22,471,346
Housing - Successor Agency	-	-	-	2,124,000	-	-	-	2,124,000
Transfer Out				24,907				24,907
Subtotal, Housing Authority	$ -	$ -	$ -	$ 24,620,253	$ -	$ -	$ -	$ 24,620,253
Pittsburg Power Company								
Island Energy	-	-	8,942,447	-	-	-	-	8,942,447
Pittsburg Power	-	-	1,478,463	-	-	-	-	1,478,463
Future Build			553,000					553,000
Transfer Out	6,000		680,318					686,318
Power Company Capital Projects	-	-	746,419	-	-	-	-	746,419
Subtotal, Pittsburg Power Company	$ 6,000	$ -	$ 12,400,646	$ -	$ -	$ -	$ -	$ 12,406,646
Successor Agency to Former RDA								
RDA General	-	-	-	492,830	-	-	31,858,350	32,351,180
RDA Administration	-	-	-	-	-	-	377,685	377,685
RDA Capital Projects Fund	-	-	-	-	-	2,343	-	2,343
RDA Tax Allocation Bonds	-	-	-	-	-	-	29,382,250	29,382,250
RDA Housing Bonds	-	-	-	-	-	-	2,051,100	2,051,100
Subtotal, Successor Agency to Former RDA	$ -	$ -	$ -	$ 492,830	$ -	$ 2,343	$ 63,669,385	$ 64,164,558
Debt Service Funds								
Pension Obligation Bond	-	-	-	-	-	4,810,232	-	4,810,232
Assessment Districts	-	-	-	-	-	44,213	-	44,213
Subtotal, Debt Service Funds	$ -	$ -	$ -	$ -	$ -	$ 4,854,445	$ -	$ 4,854,445
Total Expenditures	$ 66,968,520	$ 13,990,687	$ 51,774,107	$ 46,648,731	$ 653,046	$ 4,856,788	$ 63,669,385	$ 248,561,263

General Fund Revenues and Expenditures
Table 6

	2023-24 Actual	2024-25 Amended Budget	2025-26 Proposed Budget	Change from 2024-25	% Change
Revenue					
Fines & Forfeitures	387,340	476,000	495,500	19,500	4.10%
Franchise Fees	5,606,985	5,851,946	6,108,000	256,054	4.38%
Intergovernmental Revenue	7,390,802	7,430,376	7,607,557	177,181	2.38%
Other Revenues	2,496,451	3,338,200	3,117,055	(221,145)	-6.62%
Other Taxes	8,996,043	9,889,179	10,428,200	539,021	5.45%
Permits, Licenses & Fees	2,587,643	2,658,676	2,959,341	300,665	11.31%
Property Taxes	5,053,721	5,228,186	5,349,500	121,314	2.32%
Sales Taxes	20,549,693	18,340,000	18,560,000	220,000	1.20%
Service Fees	2,831,188	2,372,255	2,562,649	190,394	8.03%
Transfers-In	17,714,327	10,559,379	9,981,661	(577,718)	-5.47%
Use of Money & Property	3,644,219	1,124,169	1,126,240	2,071	0.18%
Total, General Fund Revenues	**$ 77,258,412**	**$ 67,268,366**	**$ 68,295,703**	**$ 1,027,336**	**1.53%**
Expenditure					
1 Administration	24,842,247	10,483,360	7,102,521	(3,380,839)	-32.25%
City Council	149,839	139,894	149,821	9,927	7.10%
Community Development	4,304,713	4,137,294	4,643,894	506,600	12.24%
Enterprise Services	450,000	450,000	450,000	-	0.00%
Police Department	37,681,376	39,002,530	42,862,281	3,859,750	9.90%
Public Works	7,783,235	9,385,969	8,143,778	(1,242,191)	-13.23%
Recreation	3,588,289	3,418,472	3,616,226	197,754	5.78%
Total, General Fund Expenditures	**$ 78,799,699**	**$ 67,017,519**	**$ 66,968,520**	**$ (48,999)**	**-0.07%**

Administration expenditures for prior years include project transfers out.and other undefined expenditures
Measure M activity, while accounted for separtely, are reported in these totals

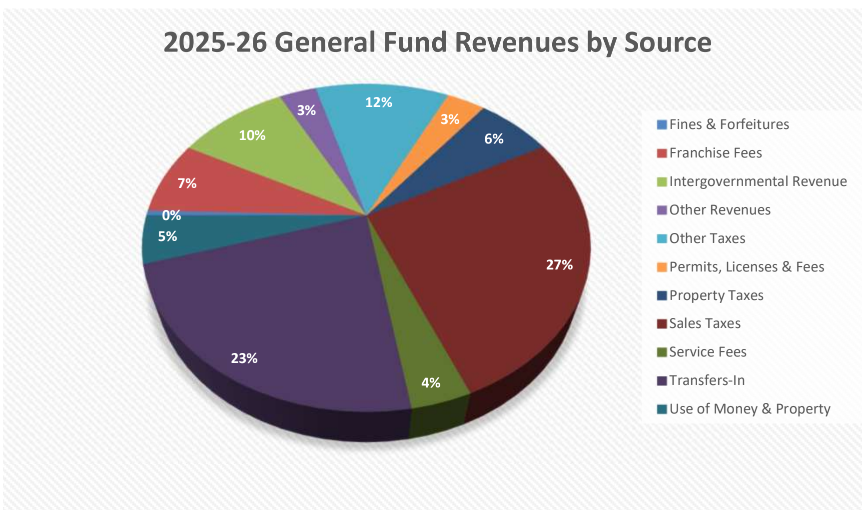
2025-26 General Fund Expenditures by Department



General Fund Revenues
Table 7

	2023-24 Actual	2024-25 Amended Budget	2025-26 Proposed Budget	Change from 2024-25	% Change
Property Taxes					
Homeowners Tax Relief	74,433	75,500	75,000	(500)	-0.66%
Prior Year Taxes	(102,866)	(42,411)	(49,000)	(6,589)	15.54%
Secured Property Taxes	3,817,953	3,948,046	4,451,815	503,769	12.76%
Supplemental Taxes	349,724	356,718	351,000	(5,718)	-1.60%
Unitary Taxes	417,815	382,397	383,000	603	0.16%
Unsecured Property Taxes	496,662	507,936	137,685	(370,251)	-72.89%
Subtotal, Property Taxes	**$ 5,053,721**	**$ 5,228,186**	**$ 5,349,500**	**$ 121,314**	**2.32%**
Sales Taxes					
Sales & Use Taxes	14,485,888	12,000,000	12,460,000	460,000	3.83%
Sales Taxes - Measure M	6,063,805	6,340,000	6,100,000	(240,000)	-3.79%
Subtotal, Sales Taxes	**$ 20,549,693**	**$ 18,340,000**	**$ 18,560,000**	**$ 220,000**	**1.20%**
Other Taxes					
Business License Tax	525,985	720,000	720,000	-	0.00%
Motor Vehicle Tax	6,988,438	7,224,979	7,489,000	264,021	3.65%
Other Taxes	205,245	300,000	275,000	(25,000)	-8.33%
Public Safety - Prop 172 Sales Tax	797,415	844,200	844,200	-	0.00%
Transient Occupancy Taxes	478,960	800,000	1,100,000	300,000	37.50%
Subtotal, Other Taxes	**$ 8,996,043**	**$ 9,889,179**	**$ 10,428,200**	**$ 539,021**	**5.45%**
Franchise Fees					
Calpine	21,117	21,751	22,000	249	1.15%
Comcast Broadband	597,381	680,000	673,000	(7,000)	-1.03%
Franchise Fees - Other	41,175	55,000	52,000	(3,000)	-5.45%
PG&E	920,095	947,162	1,009,000	61,838	6.53%
Pittsburg Disposal	2,878,832	2,965,197	3,146,000	180,803	6.10%
RCTS	1,148,385	1,182,837	1,206,000	23,163	1.96%
Subtotal, Franchise Fees	**$ 5,606,985**	**$ 5,851,946**	**$ 6,108,000**	**$ 256,054**	**4.38%**
Service Fees					
Building Service Fees	257,620	263,450	371,775	108,325	41.12%
Engineering Service Fees	5,842	3,050	2,000	(1,050)	-34.43%
Other Reimbursements	538,304	-	-	-	#DIV/0!
Other Service Fees	761,171	781,134	806,800	25,666	3.29%
Permits, licenses and fees	4,320	4,200	4,500	300	7.14%
Planning Service Fees	7,818	44,000	25,000	(19,000)	-43.18%
Police Service Fees	619,623	632,000	653,074	21,074	3.33%
Public Works Service Fees	288,694	285,000	350,000	65,000	22.81%
Recreation Entrance Fees	132,616	140,500	120,000	(20,500)	-14.59%
Recreation Service Fees	75,712	88,521	94,500	5,979	6.75%
Recreation Sports Fees	139,468	130,400	135,000	4,600	3.53%
Subtotal, Service Fees	**$ 2,831,188**	**$ 2,372,255**	**$ 2,562,649**	**$ 190,394**	**8.03%**
Use of Money & Property					
Investment Earnings	3,218,697	688,563	686,740	(1,823)	-0.26%
Rental Income	425,522	435,606	439,500	3,894	0.89%
Subtotal, Use of Money & Property	**$ 3,644,219**	**$ 1,124,169**	**$ 1,126,240**	**$ 2,071**	**0.18%**
Fines & Forfeitures					
Abandoned Vehicle Abatement	87,510	50,000	50,000	-	0.00%
Code Enforcement Fines	13,915	20,000	15,000	(5,000)	-25.00%
Fines and forfeitures	46,650	83,000	108,000	25,000	30.12%
Police Fines	33,426	32,500	32,000	(500)	-1.54%
Police Forfeitures	127	500	500	-	0.00%
POST Reimbursements	27,279	60,000	60,000	-	0.00%
Vehicle Code Fines	178,433	230,000	230,000	-	0.00%
Subtotal, Fines & Forfeitures	**$ 387,340**	**$ 476,000**	**$ 495,500**	**$ 19,500**	**4.10%**
Permits, Licenses & Fees					
Building Fees	276,880	319,000	317,100	(1,900)	-0.60%
Building Permits	639,730	775,000	865,000	90,000	11.61%
Building Service Fees	23,943	42,000	30,000	(12,000)	-28.57%
Business License Fees	132,846	177,000	171,500	(5,500)	-3.11%

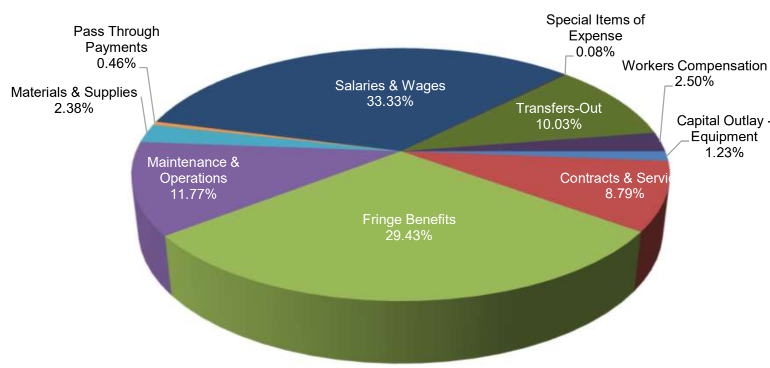
Engineering Fees	1,089,452	856,415	1,163,241	306,826	35.83%
Other Fees	12,396	16,261	14,000	(2,261)	-13.90%
Other Permits	161,919	240,500	198,000	(42,500)	-17.67%
Other Revenues	-	7,500	1,000		0.00%
Permits, licenses and fees	16,470	25,000	25,000	-	0.00%
Planning & Zoning	213,728	145,500	164,500	19,000	13.06%
Planning Service Fees	17,042	50,000	6,000	(44,000)	-88.00%
Police Fees	3,237	4,500	4,000	(500)	-11.11%
Subtotal, Permits, Licenses & Fees	**$ 2,587,643**	**$ 2,658,676**	**$ 2,959,341**	**$ 307,165**	**11.55%**
Intergovernmental Revenue					
Grants	182,582	161,000	160,000	(1,000)	-0.62%
Intergovernmental revenues	3,917,284	4,121,345	4,260,000	138,655	3.36%
Other Reimbursements	360,696	172,000	170,000	(2,000)	-1.16%
RDA AB-1290/City Pass Through	1,331,597	1,383,301	1,454,000	70,699	5.11%
School Resource Officer Reimbursemer	501,355	394,816	414,557	19,741	5.00%
State Mandated Costs	97,914	97,914	99,000	1,086	1.11%
Tipping Fee	999,374	1,100,000	1,050,000	(50,000)	-4.55%
Subtotal, Intergovernmental revenu	**$ 7,390,802**	**$ 7,430,376**	**$ 7,607,557**	**$ 177,181**	**2.38%**
Other Revenues					
Administrative Overhead	2,037,225	2,495,377	2,557,755	62,378	2.50%
Donations	207	15,500	13,000	(2,500)	-16.13%
Other	54,784	211,221	27,000	(184,221)	-87.22%
Other Reimbursements	305,657	543,602	395,300	(148,302)	-27.28%
Other Revenues	49,366	17,500	69,000	51,500	294.29%
Planning Service Fees	49,212	55,000	55,000	-	0.00%
Subtotal, Other Revenues	**$ 2,496,451**	**$ 3,338,200**	**$ 3,117,055**	**$ (221,145)**	**-6.62%**
Transfers-In					
Transfers-In	17,714,327	10,559,379	9,981,661	(577,718)	-5.47%
Subtotal, Transfers-In	**$ 17,714,327**	**$ 10,559,379**	**$ 9,981,661**	**$ (577,718)**	**-5.47%**
Total, General Fund Revenues	**$ 77,258,412**	**$ 67,268,366**	**$ 68,295,703**	**$ 1,033,836**	**1.54%**



General Fund Expenditures by Category
Table 8

	2023-24 Actual	2024-25 Amended Budget	2026-26 Proposed Budget	Change from 2023-24	% Change
General Fund					
Capital Outlay - Equipment	753,022	935,610	825,000	(110,610)	-11.82%
Contracts & Services	5,542,120	5,577,283	5,886,450	309,167	5.54%
Fringe Benefits	16,100,493	18,515,658	19,711,386	1,195,728	6.46%
Maintenance & Operations	9,831,153	7,826,241	7,881,405	55,163	0.70%
Materials & Supplies	1,532,443	1,424,285	1,597,150	172,865	12.14%
Pass Through Payments	283,605	300,000	308,000	8,000	2.67%
Salaries & Wages	22,904,646	21,847,191	22,318,832	471,641	2.16%
Special Items of Expense	1,338,595	157,175	53,700	(103,475)	-65.83%
Transfers-Out	19,203,427	9,034,300	6,715,500	(2,318,800)	-25.67%
Workers Compensation	1,310,195	1,399,775	1,671,097	271,322	19.38%
Total General Fund Expenditures	$ 78,799,699	$ 67,017,519	$ 66,968,520	$ (48,999)	-0.07%

2025-26 General Fund Expenditure by Category



City of Pittsburg
California

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June 16, 2025

Honorable Mayor and Members of the City Council:

On behalf of the Management Team and the entire City staff, I am pleased to submit the Fiscal Year (FY) 2025/26 Annual Budget. This document includes the City's Operating budget. The Capital Improvement budget will be adopted at a later date. Together, the two budgets will provide a comprehensive financial framework for the coming year.

The City of Pittsburg continues to increase efficiency of services, improve infrastructure, and enhance the overall quality of life for our residents. The City is continuing to grow, with an estimated population of over 76,500, and further commercial, industrial, and residential development in various stages of the development process.

The annual budget is likely the single most important fiscal document that the City Council reviews and approves, as it represents the City's priorities for making resource investments, both for the upcoming year and in the future. As such, the budget process must include effective participation from the City Council, the public, key stakeholders, and City staff. Working together, we strive for progressive investment in our community's future, as well as in our organization and staff, so that we can operate efficiently and effectively.

Team Pittsburg's departments and staff collectively pulled together to propose a budget that maintains core services that Pittsburg residents and businesses expect from their local government. The commitment of Team Pittsburg – from the City Council, community, and the entire organization – in providing these services, which are critical to the City's continued success, is the basis for the budget presented, and reflective of the City Council's adopted goals.

Revenues for all City funds are projected to be $260.7 million for FY 2025/26, of which approximately 24% are General Fund. The City's total expenditures are projected to be $248.6 million, of which approximately 25% are General Fund, the City's main source of discretionary spending. This proposed budget supports 312 full-time equivalent employees.

Table 1

Overview of the General Fund Proposed Operating Budget for FY2025/26

	FY2024-25 Mid-Year	FY2025-26 Proposed	Increase / (Decrease)	Percentage Inc / (Dec)
Revenues	$ 60,928,366	$ 62,195,703	$ 1,267,336	2.1%
Expenditures	$ 61,617,519	$ 62,818,520	$ 1,201,001	1.9%
Surplus / (Deficit)	**$ (689,153)**	**$ (622,818)**	**$ 66,335**	
Use of General Fund Balance	**$ (689,153)**	**$ (622,818)**	**$ 66,335**	
(Not including Measure M Activity)				

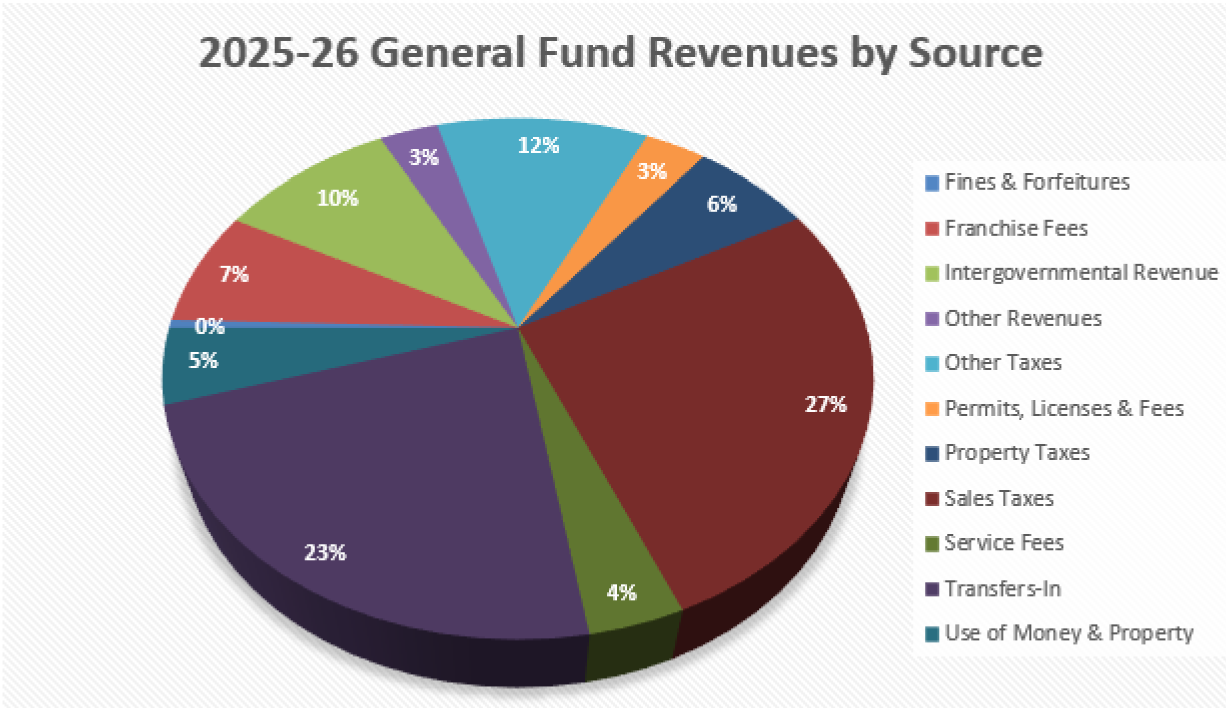
Measure M Activity

The City accounts for Measure M activity in a separate, standalone fund. This fund is a sub-fund of the General Fund. The following discussion of General Fund revenues and expenditures includes Measure M activity.

Revenues

The City's General Fund revenues are influenced by overall economic conditions, many of which are out of the City's control. As shown in Table 1 above, the total General Fund revenue projected for FY 2025/26 is $62.2 million, approximately $1.3 million more than the FY 2024/25 year-end estimate. This is primarily due to an increase in Non-Departmental revenues which consist of various funding sources such as taxes, fees and assessments, and interest income. The General Fund's major revenue sources include various taxes such as property, sales, and transient, franchise fees, Redevelopment Property Tax Trust Fund disbursements, and intergovernmental revenues. Non-Departmental revenues are approximately 71% of total General Fund revenues for FY 2025/26, as shown in Figure 1 below. The remaining 29% includes Departmental revenues such as those generated from services provided, assessments, transfers, and fees.

Figure 1

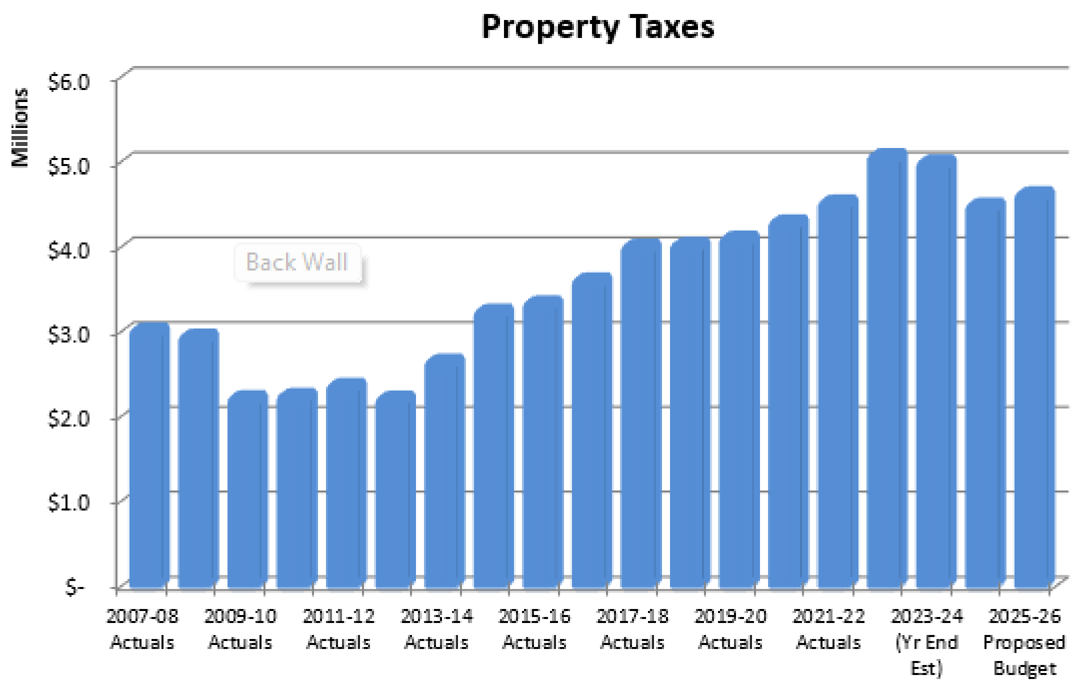


The City anticipates property tax revenues will increase modestly in FY 2025/26 by $133,518, when compared to the FY 2024/25 year-end estimate. Secured property tax is the tax on the ad valorem (value) of the real estate property being assessed. Supplemental property tax is the difference between the previously assessed value and the newly assessed value upon the purchase of real estate property.

While the City is anticipating modest property tax revenue growth, this projection will be re-assessed during the year and adjusted to reflect stronger revenue growth if warranted. The City will be engaging with a property tax revenue consultant to better estimate these revenues in the upcoming year. Figure 2 shows the actual, estimated, and projected property tax growth since 2007.

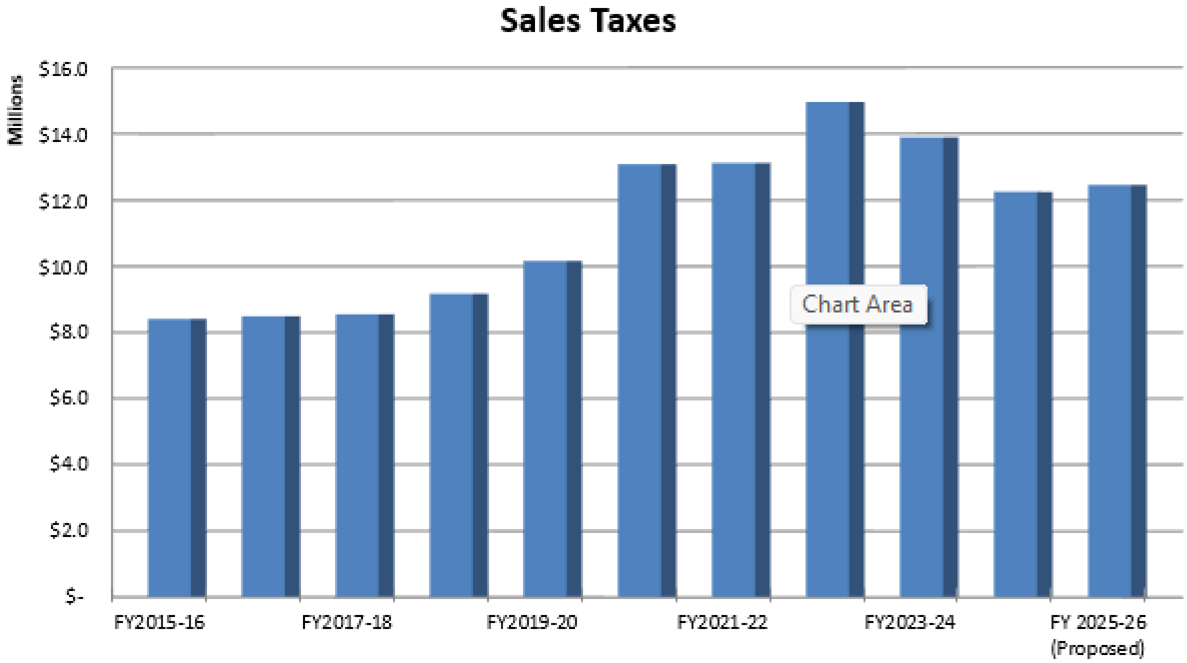
The median sale price of Pittsburg detached single-family homes from January through March 2025 (Q1) was $569,000, a decrease of $31,000 (-5.2%) from 2024 Q4. While the average home in Pittsburg is on the market for less than three weeks, new homes are regularly selling for over $1 million.

Figure 2



For FY 2025/26, Sales Tax revenue projections have normalized and are trending upwards by $460,000 or 3.83% when compared with FY2024/25 year-end estimates (2025 MY of $12M vs 2026 Proposed of $12.46M as published by Avenu Insights & Analytics Company), as shown in Figure 3. This is in line with sales tax trends throughout the Bay Area. Staff anticipates sales taxes to grow very slowly over the course of the next several years.

Figure 3

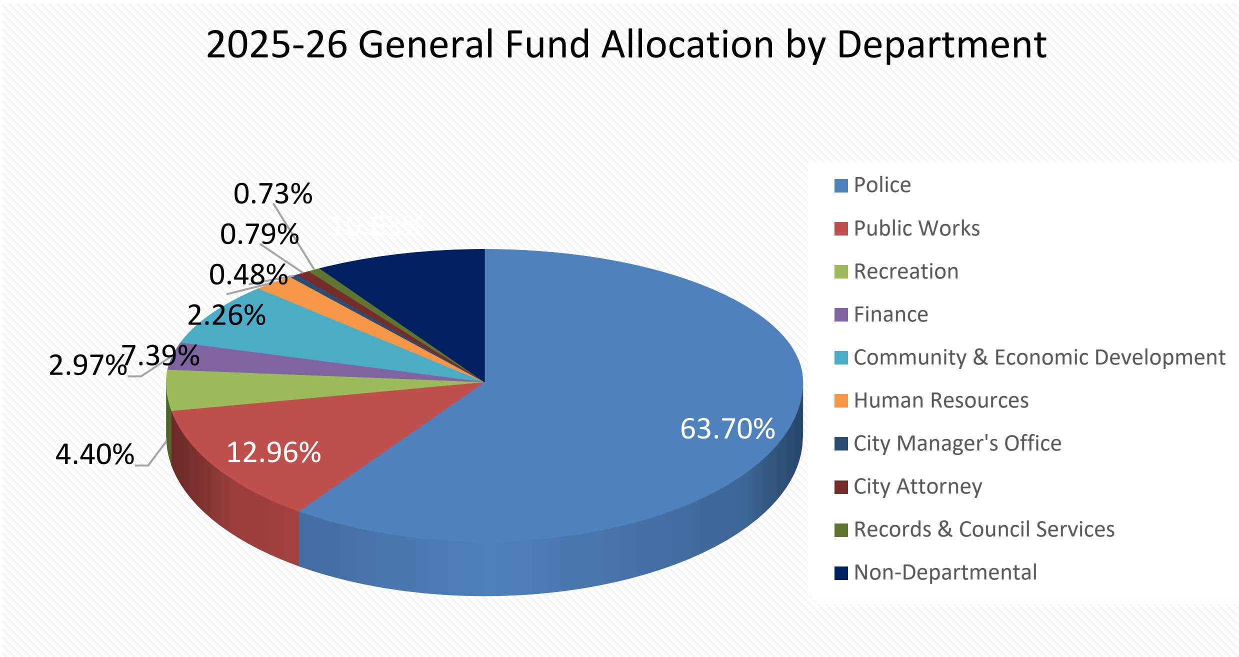


Expenditures

The City's General Fund expenditures for FY 2025/26 are $62.8 million, an increase of $1.2 million when compared to the FY 2024/25 year-end estimate. This is primarily due to an increase of $2.1 million in personnel-related costs and offset by a reduction in capital and operation expenditures totaling $0.9 million. Some of the contributing factors to the increase in personnel costs are cost-of-living adjustments (COLA), additional unfunded accrued liability (UAL), general liability and workers compensation insurance, and medical and dental insurance.

This budget continues to see additional resources dedicated to fund the City's pension obligation, with higher contribution rates and additional funding requirements to cover the UAL and changes initiated by the California Public Employees' Retirement System (CalPERS) Board. These increases are the result of changes in CalPERS policies to proactively fund the current UAL over the next 15 years. Police Department expenditures account for approximately 64% of the General Fund, while the departments of Public Works, including the Engineering Division, Recreation, Community and Economic Development, Finance, Records and Council Services, which includes the City Clerk, and the Offices of the City Manager, which includes the City Council and City Treasurer, and City Attorney make up the remaining 36% as shown on Figure 4.

Figure 4: This chart anticipates a $3.9 million attrition, which brings the total proposed General Fund appropriations to $62.8 million.



Pensions

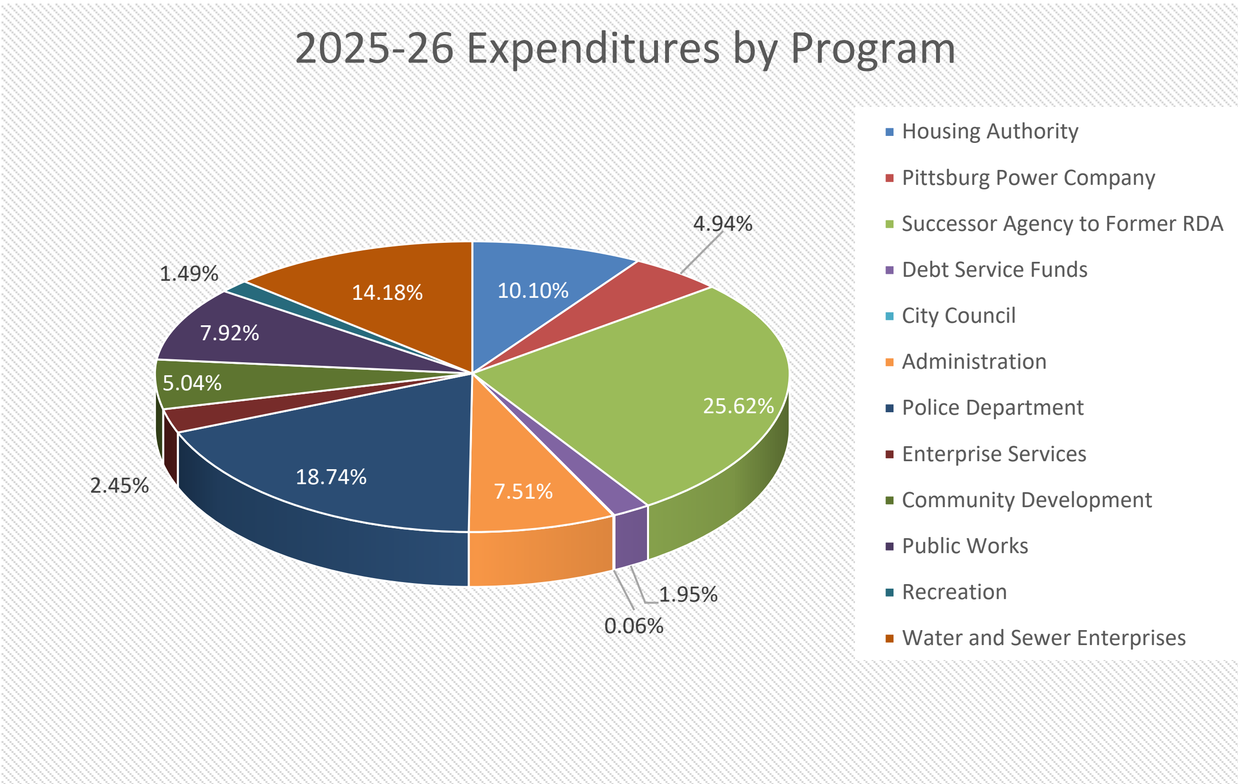
One of the benefits offered to City employees is participation in the CalPERS pension program. Following significant losses during the great recession and lower than projected returns on assets held for the past several years, CalPERS changed the assumptions it applied to the funding requirements of the program. These assumptions changed the term of recovery from 30 years to 15 years, lowering the discount rate (projected annual earnings rate) from 7.375% to 6.8% and shortening the amortization life from 30 years to 20 years. The resulting financial impacts of these changes will significantly increase future pension obligations, possibly resulting in reduced service levels throughout the City.

Assembly Bill 340 (AB 340) created the Public Employees' Pension Reform Act (PEPRA) that implemented new benefit formulas and the final compensation period for employees hired on or after January 1, 2013. As of June 30, 2021, 51% of non-safety employees and 52% of safety employees are covered by PEPRA. The impacts of AB 340 will be realized as the City experiences employee attrition. The City is working on reducing this liability through employee attrition, negotiated employee contributions, and additional City contributions toward the pension obligation.

Expenditures by Program

The City operates many programs that have many funding sources outside of the General Fund. The City's total expenditures by program are projected to be $248.6 million which are made up of the various programs as show in Figure 5.

Figure 5



Fiscal Sustainability Ordinance

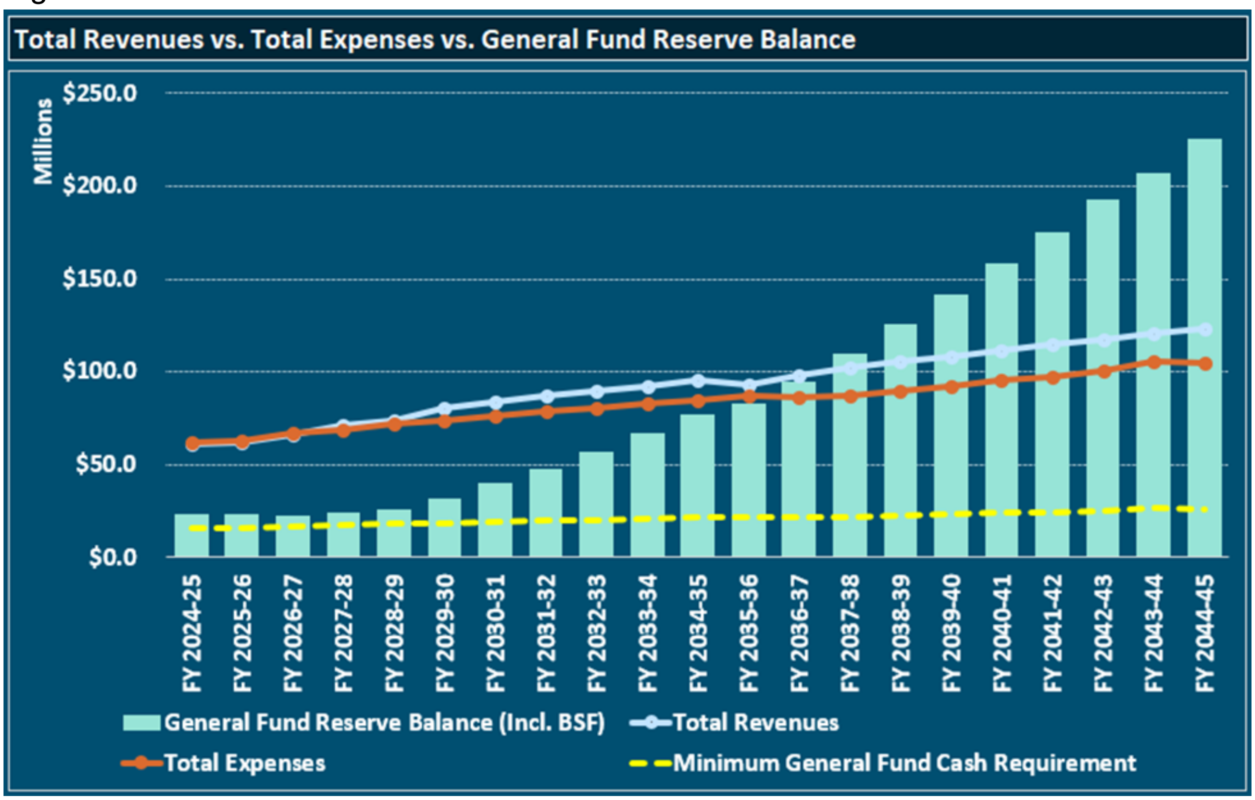
The City's operating budget is prepared while taking into consideration the City's Fiscal Sustainability and Reserve Funds Ordinance, established on January 22, 2013 by Ordinance 12-1363, and later amended on June 19, 2017 by Ordinance 17-1432 and on October 1, 2018 by Ordinance 18-1455. This Ordinance requires that the City maintain a Budget Stabilization Fund that is the greater of $2 million or 5% of the City's General Fund operating budget. Operating budget is defined in the Ordinance as staff costs and operating expenses (excluding capital project costs). The Ordinance also requires that the City maintain reserves in the General Fund, Internal Service Funds, and Enterprise Funds equal to 30% of their respective operating budgets.

- Projected FY2025/26 ending Budget Stabilization Fund Balance: $2,445,285
- Projected FY2025/26 ending General Fund Balance: $19,158,279

20-year General Fund Forecast

The City budgets annually for the upcoming year. However, a longer-range 20-year forecast is used to project future fiscal measures necessary for operations. This forecast incorporates anticipated revenues from development, assessed market value and economic projections, as well as a systematically structured expenditure plan to cover current operational costs, post-retirement liabilities (Contra Costa County Employees' Retirement Association (CCCERA), California Public Employees Retirement System (CalPERS), and Other Post-Employment Benefits (OPEB). Figure 6 shows the City's 20-year forecast. The light blue and brown lines represent the City's revenues and expenditures. The teal bars represent the City's General Fund Balances. The yellow line represents the City's required 30% General Fund Reserves. As long as the yellow line is below the teal bars, the City does not have a structural deficit.

Figure 6



Development

Pittsburg is a great place to live, work, recreate, and is filled with many talented people with a diversity of interests. The business community and the City are both committed to maintaining the tradition of working together to build a stronger community. The City Council and staff work with businesses and developers to ensure the community grows at a pace that is healthy for all parties involved. Staff's objective is to encourage expansion of existing businesses and attract new businesses that would improve the quality of life in Pittsburg.

Looking Forward

Staff will continue to streamline the City's organization and optimize the existing workforce to meet the needs of the community. By continuing to improve efficiency and focusing on the longer-term 20-year forecast for the City's General Fund, staff believes the City, residents, business leaders and community partners will continue to invest in and strengthen the community.

Conclusion

The FY 2025/26 Annual Budget reflects the short and long-term financial capacity of the City. It balances a variety of wants against needs, while reflecting the goals, strategic direction and plans prioritized by the City Council as the community moves forward.

I would like to thank the City Council for its guidance and support throughout the development of the budget. In addition, I would like to thank the Finance Department Budget staff and staff in all other City Departments who contributed to the Fiscal Year 2025/26 budget. I would like to give special thanks to Maria Aliotti, Assistant City Manager, Andy Wang, Assistant Finance Director, and Tracy Story, Financial Analyst for their work and expertise throughout this year's budget process.

Garrett Evans
City Manager

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Approving the Fiscal Year 2025/26 Operating Budget for Pittsburg Power Company and Island Energy, and Appropriation of Funds for Fiscal Year 2025/26 for Pittsburg Power Company and Island Energy

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The Pittsburg Power Company (PPC) has prepared the operating budgets for Fiscal Year (FY) 2025/26 for Island Energy (Fund 580) and PPC (Fund 590), and is presenting the budgets to its Governing Board for review, consideration, and approval.

FISCAL IMPACT

The PPC's operating budget for FY 2025/26 estimates revenues to be $3,431,252 and expenditures to be $3,098,392. This includes a transfer out of $425,000 to Economic Development (Fund 202).

Island Energy's (IE) operating budget estimates revenues to be $10,156,659 and expenditures to be $9,727,255.

RECOMMENDATION

The Governing Board of the PPC approve the PPC's operating budget for FY 2025/26, which includes a transfer of $425,000 from Fund 590 to Fund 202, and appropriate $3,098,392 for FY 2025/26.

In addition, the Board approve Island Energy's operating budget for FY 2025/26 and appropriate $9,727,255 for FY 2025/26.

BACKGROUND

Adoption of the City Council Resolution 96-8349, former Redevelopment Agency of the City of Pittsburg (RDA) Resolution 96-557, and PPC Resolution 96-001, approved a joint powers agreement between the City and RDA, and established PPC as a joint powers authority.

PPC is a separate legal entity from the City and doing business as Island Energy, providing retail electric and natural gas services (collectively, the "Services") on Mare Island in Vallejo. PPC/IE staff conduct regular rate cases to establish the rates that will be charged for providing the Services on Mare Island.

PPC/IE staff began preparing PPC and IE's operating budgets for FY 2025/26 at the end of March 2025. Progress on the preparation of PPC and IE's preliminary budgets were presented to the Board and the public at the budget workshops conducted June 2, 2025.

SUBCOMMITTEE FINDINGS

PPC and IE's preliminary budgets were presented to the Finance Management Subcommittee on April 18, 2025.

STAFF ANALYSIS

Since the beginning of 2023, staff have been working on economic development efforts related to the development of the technology campus project in Pittsburg. This project will enable the PPC to expand its operations into Pittsburg and provide the Services at the technology campus. This effort includes an extensive amount of staff time, outside counsel, consultants, and studies and agreements with PG&E. Because this project is still ongoing, costs are still being incurred and require PPC to transfer $425,000 from Fund 590 to Fund 202 to pay for expenses associated with this project.

While PPC continues to pursue potential businesses in Pittsburg, IE has been gathering energy price forecasts, electric and natural gas load data on Mare Island, and performing cost benefit sensitivity analysis to determine rates that are to be charged on Mare Island in order to provide consistent and reliable Services. Staff proposes a 10% increase to the current electric rates across all customer classes and a 2% increase to the natural gas delivery rate. These rates are further discussed in a separate adoption of a PPC resolution approving the proposed IE FY 2025/26 rate changes.

The PPC's detailed budget is included in the City's annual budget for FY 2025/26, which must be approved and funds appropriated by July 1, 2025 to provide on-going financing for the PPC and IE's activities during the next fiscal year.

Fund 580 - Island Energy	FY 23/24 Actual	FY 24/25 Mid Year	Proposed FY 25/26
Estimated Beginning Fund Balance	4,831,064	5,358,845	5,185,509
Revenues	8,670,690	9,512,965	10,156,659
Expenditures - Personnel	2,286,276	2,770,311	2,829,394
Expenditures - Operational Expenses	5,342,712	6,131,552	6,297,305
Expenditures - Capital Expenses	513,921	784,438	600,556
Expenditures - Total	8,142,909	9,686,301	9,727,255
Surplus/(Deficit) for FY25/26	527,781	(173,336)	429,404
Estimated Ending Fund Balance	5,358,845	5,185,509	5,614,913

Fund 590 - Pittsburg Power Company	FY 23/24 Actual	FY 24/25 Mid Year	Proposed FY 25/26
Estimated Beginning Fund Balance	4,219,765	4,564,150	6,654,295
Revenues	3,306,834	4,259,915	3,431,252
Expenditures - Personnel	723,806	588,047	617,678
Expenditures - Operational Expenses	2,228,223	1,581,723	2,480,714
Expenditures - Capital Expenses	10,420	-	-
Expenditures - Total	2,962,449	2,169,770	3,098,392
Surplus/(Deficit) for FY25/26	344,385	2,090,145	332,860
Estimated Ending Fund Balance	4,564,150	6,654,295	6,987,155

ATTACHMENTS: Resolution

Report Prepared By: Maria M. Aliotti, Assistant City Manager

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

In the Matter of:

Approving the Fiscal Year 2025/26 Operating Budget for Pittsburg Power Company and Island Energy, and Appropriations of Funds for Fiscal Year 2025/26 for Pittsburg Power Company And Island Energy	))))))	RESOLUTION NO. 25-

WHEREAS, adoption of City Council Resolution 96-8349, former Redevelopment Agency of the City of Pittsburg (RDA) Resolution 96-557, and Pittsburg Power Company (PPC) Resolution 96-001, approved a joint powers agreement between the City and RDA and established PPC as a joint powers authority; and

WHEREAS, PPC is a separate legal entity from the City and is doing business as Island Energy (IE), providing retail electric and natural gas services (collectively, the "Services") on Mare Island in Vallejo; and

WHEREAS, IE has been gathering energy price forecasts, electric and natural gas load data on Mare Island, and performing cost benefit sensitivity analysis to determine rates that are to be charged on Mare Island in order to provide consistent and reliable Services. These rates are further discussed in a separate adoption of a PPC resolution approving the proposed IE FY 2025/26 rate changes; and

WHEREAS, PPC/IE staff began preparing the operating budgets for FY 2025/26 at the end of March 2025. Progress on the preparation of the preliminary budgets were presented to the Governing Board of the PPC and the public at the budget workshops conducted on June 2, 2025; and

WHEREAS, PPC and IE's preliminary budgets were presented to the Finance Management Subcommittee on April 18, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company authorizes a transfer of $425,000 from PPC (Fund 590) to Economic Development (Fund 202).

BE IT FURTHER RESOLVED that the Governing Board of the Pittsburg Power Company hereby approves the PPC's operating budget for FY 2025/26 and appropriates $3,098,392 in Fund 590 for FY 2025/26.

BE IT FURTHER RESOLVED that the Governing Board of the Pittsburg Power Company hereby approves the IE's operating budget for FY 2025/26 and appropriates $9,727,255 in Fund 580 for FY 2025/26.

BE IT FURTHER RESOLVED that the Governing Board of the Pittsburg Power Company authorizes the Finance Director or his/her designee to approve the payments for goods and services received by the PPC and IE in accordance with the PPC and IE's approved budget, programs and policies.

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 June 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Chair

ATTEST:

____
Garrett Evans, Executive Secretary

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) Resolution Approving the Fiscal Year 2025/26 Operating Budget and Appropriation of Funds for Fiscal Year 2025/26

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) has prepared its operating budget for Fiscal Year (FY) 2025/26 and is presenting it to its governing board for review, consideration, and approval.

FISCAL IMPACT

While the GHAD II consists of two funds, Funds 208 - Program and 226 - Administration, they should be considered collectively as the revenues in Fund 226 are transfers-in from Fund 208. Fund 208's budget for FY 2025/26 estimates revenues to be $1,423,317 and expenditures to be $1,218,580. Fund 226's budget for FY 2025/26 includes a transfer of an additional $183,000 from Fund 208 and therefore estimates revenues to be $708,453 and expenditures to be $982,213. Fund 226's fund balance of $274,718 will be used to satisfy its budget deficit.

RECOMMENDATION

The Governing Board of the GHAD II approve the GHAD II' s operating budget, which includes the transfer of $183,000 from Fund 208 to 226, and appropriate $1,218,580 in Fund 208 and $982,213 in Fund 226 for FY 2025/26.

BACKGROUND

With the expansion of development in the Pittsburg hillsides, the City Council adopted Resolution 01-9330 on February 20, 2001, forming the GHAD II. The purpose of the GHAD is to provide a means of financing the necessary slope maintenance to reduce the risk of landslides, maintain certain drainage basins, and establish a fund to assist in defraying the costs of landslide repairs should one occur in the GHAD area.

Staff began preparing the GHAD II's operating budget for FY 2025/26 at the end of March 2025. Progress on the preparation of the GHAD II's preliminary budget was presented to the Board and the public at the budget workshop conducted June 2, 2025.

SUBCOMMITTEE FINDINGS

The GHAD II's preliminary budget was presented to the Finance Management Subcommittee on April 18, 2025.

STAFF ANALYSIS

During the next fiscal year, staff will review the option and possibility of consolidating Funds 208 and 226 to simplify the tracking and accounting of activities related to the GHAD II. The GHAD II's detailed budget is included in the City's annual budget for FY 2025/26, which must be approved and funds appropriated by July 1, 2025 to provide on-going financing for the GHAD II's activities during the next fiscal year.

Fund 208 - GHAD II Program	FY 23/24 Actual	FY 24/25 Mid Year	Proposed FY 25/26
Estimated Beginning Fund Balance	4,408,828	4,947,517	5,203,137
Revenues	1,432,767	1,389,786	1,423,317
Expenditures - Personnel	11,316	14,140	16,272
Expenditures - Operational Expenses	809,698	1,105,026	1,102,308
Expenditures - Capital Expenses	73,064	15,000	100,000
Expenditures - Total	894,078	1,134,166	1,218,580
Surplus/(Deficit) for FY25/26	538,689	255,620	204,737
Estimated Ending Fund Balance	4,947,517	5,203,137	5,407,874
Fund 226 - GHAD II Administration	**FY 23/24 Actual**	**FY 24/25 Mid Year**	**Proposed FY 25/26**
Estimated Beginning Fund Balance	316,883	459,423	274,718
Revenues	523,547	520,802	708,453
Expenditures - Personnel	358,194	669,416	950,263
Expenditures - Operational Expenses	22,813	36,091	31,950
Expenditures - Capital Expenses	-	-	-
Expenditures - Total	381,007	705,507	982,213
Surplus/(Deficit) for FY25/26	142,540	(184,705)	(273,760)
Estimated Ending Fund Balance	459,423	274,718	958

ATTACHMENTS: Resolution

Report Prepared By: Maria M. Aliotti, Assistant City Manager

BEFORE THE SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Fiscal Year 2025/26) Operating Budget and Appropriations of) Funds for Fiscal Year 2025/26)	RESOLUTION NO. 25-

WHEREAS, with the expansion of development in the Pittsburg hillsides, the City Council adopted Resolution 01-9330 on February 20, 2001, forming the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II); and

WHEREAS, the purpose of the GHAD is to provide a means of financing the necessary slope maintenance to reduce the risk of landslides, maintain certain drainage basins, and establish a fund to assist in defraying the costs of landslide repairs should one occur in the GHAD area; and

WHEREAS, staff began preparing the GHAD II's operating budget for FY 2025/26 at the end of March 2025. The GHAD II's preliminary budget was presented to the Finance Management Subcommittee on April 18, 2025; and

WHEREAS, progress on the preparation of the GHAD II's preliminary budget was presented to the Board and the public at the budget workshop conducted June 2, 2025; and

WHEREAS, while GHAD II consists of two funds, Funds 208 - Program and 226 - Administration, they should be considered collectively as the revenues in Fund 226 are transfers-in from Fund 208; and

WHEREAS, Fund 208's budget for FY 2025/26 estimates revenues to be $1,423,317 and expenditures to be $1,218,580, and Fund 226's budget for FY 2025/26 includes a transfer of an additional $183,000 from Fund 208 and therefore estimates revenues to be $708,453 and expenditures to be $982,213. Fund 226's fund balance of $274,718 will be used to satisfy its budget deficit.

NOW, THEREFORE, BE IT RESOLVED that the Southwest Pittsburg GHAD II Board hereby authorizes a transfer-in of $183,000 from Fund 208 to Fund 226, thereby increasing the revenues to $708,453 and to use Fund 226's fund balance of $274,718 to satisfy its budget deficit.

BE IT FURTHER RESOLVED that Southwest Pittsburg GHAD II Board hereby approves the GHAD II's operating budget for FY 2025/26 and appropriates $1,035,580 in Fund 208 and $982,213 in Fund 226 for FY 2025/26.

BE IT FURTHER RESOLVED that the Southwest Pittsburg GHAD II Board authorizes the Finance Director or his/her designee to approve the payments for goods and services received by the GHAD II in accordance with the GHAD II's approved budget, programs and policies.

PASSED AND ADOPTED by the Southwest Pittsburg GHAD II Board of the City of Pittsburg at a regular meeting on the 16th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____

Jelani Killings, Chair

ATTEST:

____

Alice E. Evenson, Agency Secretary

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Successor Agency Resolution Approving the FY 2025/26 Operating Budget and Appropriation of Funds for FY 2025/26

MEETING DATE:

EXECUTIVE SUMMARY

The Successor Agency to the Redevelopment Agency of the City of Pittsburg (Successor Agency) has prepared the operating budgets for Fiscal Year (FY) 2025/26 for the Successor Agency and the Housing Successor Agency (HSA), and is presenting it to the governing boards for review, consideration, and approval.

FISCAL IMPACT

The Successor Agency's budget, as adopted by the Contra Costa County Oversight Board (Countywide Oversight Board) and approved by the Department of Finance (DOF) for FY 2025/26, estimates revenues to be $31,858,350 and expenditures to be $31,858,350.

The HSA's budget for FY 2025/26 estimates revenues to be $323,668 and expenditures to be $492,830. The HSA's fund balance will be used to satisfy the budget deficit of $169,162.

RECOMMENDATION

The Governing Board of the Successor Agency approve the Successor Agency's operating budget and appropriate funds for FY 2025/26.

The Governing Board of the Housing Authority of the City of Pittsburg approve the HSA's operating budget, appropriate funds for FY 2025/26, and use the HSA's fund balance to satisfy the budget deficit.

BACKGROUND

On June 29, 2011, the Governor signed into law the Dissolution Act, which automatically suspended redevelopment activities, and on December 29, 2011, the California State Supreme Court upheld the provisions of the Dissolution Act, thereby dissolving all redevelopment agencies, including the former Redevelopment Agency of the City of

Pittsburg on February 1, 2012. While redevelopment successor agencies may not initiate any new activities nor incur new indebtedness, they are nevertheless required under legislative statute and court order to continue making those payments necessary for day-to-day operations pursuant to contractual commitments/enforceable obligations, regulatory authorities, and indebtedness entered into prior to the enactment of the Dissolution Act.

Pursuant to the Dissolution Act, the City elected to transfer to the Housing Authority and the Housing Authority elected to accept the transfer of all rights, responsibilities, and function related to housing previously performed by the Agency. On June 27, 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 imposed new requirements on successor agencies with regard to the submittal of the Recognized Obligation Payment Schedule (ROPS).

Budget trailer bill SB 107 was approved and signed by the Governor and took immediate effect on September 22, 2015. The primary purpose of SB 107 is to make technical and substantive amendments to the existing Dissolution Act. Health & Safety Code Section 34177, as amended, changed the review of ROPS from semi-annual to annual. Pursuant to Health and Safety Code Section 34179 (j), on and after July 1, 2018, in each county where more than one oversight board was created, there shall be only one countywide oversight board.

As of July 1, 2018, the DOF only recognizes the Countywide Oversight Board. The Successor Agency's ROPS and other actions may not be submitted to the DOF without the Countywide Oversight Board's approval.

The ROPS for the period of July 1, 2025-June 30, 2026 (ROPS 2025/26) was submitted by Minute Order to the Governing Board of the Successor Agency on December 16, 2024. On January 27, 2025, the Countywide Oversight Board adopted Resolution 2025-09, approving ROPS 2025/26, which was later approved by the DOF in a letter dated April 4, 2025.

SUBCOMMITTEE FINDINGS

The Successor Agency and HSA's budgets were not presented to the Finance Management Subcommittee.

STAFF ANALYSIS

ROPS 2025/26 consists of debt service related expenses, administrative expenses, and other eligible enforceable obligations. The Successor Agency has been approved to receive a total of $31,858,350 from the Redevelopment Property Tax Trust Fund (RPTTF), which will be disbursed to the Successor Agency in two disbursements: (A) $16,037,750 and (B) $15,820,600. RPTTF disbursements are received in the Redevelopment Obligation Retirement Fund (Fund 799), which are then transferred out to various Successor Agency funds to pay for debt service related expenses, administrative expenses, and other eligible enforceable obligations.

The HSA maximizes its ability to provide affordable housing opportunities to the Pittsburg community by partnering with affordable housing developers and providing financial assistance in exchange for recording regulatory agreements which restricts the residential unites as affordable for 45 years (owner-occupied) and 55-years (renter-occupied). Because oversight of HSA activities was transferred to the Housing Authority, the Governing Board of the Housing Authority is the oversight body to review, consider, and approve the HSA's budget.

The Successor Agency and the HSA's detailed budgets are included in the City's annual budget FY 2025/26, which must be approved and funds appropriated by July 1, 2025 to provide on-going financing for the Successor Agency and HSA's activities during the next fiscal year.

Fund 248 - Housing Successor Agency	FY 23/24 Actual	FY 24/25 Mid Year	Proposed FY 25/26
Estimated Beginning Fund Balance	5,353,415	5,177,289	4,660,968
Revenues	1,143,065	533,992	323,668
Expenditures - Personnel	110,765	91,916	87,150
Expenditures - Operational Expenses	1,208,426	958,397	405,680
Expenditures - Capital Expenses	-	-	-
Expenditures - Total	1,319,191	1,050,313	492,830
Surplus/(Deficit) for FY25/26	(176,126)	(516,321)	(169,162)
Estimated Ending Fund Balance	5,177,289	4,660,968	4,491,806
Fund 799 - Successor Agency	**FY 23/24 Actual**	**FY 24/25 Mid Year**	**Proposed FY 25/26**
Estimated Beginning Fund Balance	-	-	-
Revenues	32,161,001	32,158,960	31,858,350
Expenditures - Personnel	-	-	-
Expenditures - Operational Expenses	32,161,001	32,158,960	31,858,350
Expenditures - Capital Expenses	-	-	-
Expenditures - Total	32,161,001	32,158,960	31,858,350
Surplus/(Deficit) for FY25/26	-	-	-
Estimated Ending Fund Balance	-	-	-

ATTACHMENTS: Successor Agency Resolution

Report Prepared By: Maria M. Aliotti, Assistant City Manager

BEFORE THE GOVERNING BOARD OF THE SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Fiscal Year 2025/26	)	
Operating Budget and Appropriation of	)	RESOLUTION NO. 25-
Funds for Fiscal Year 2025/26	)	

WHEREAS, on June 29, 2011, the Governor signed into law the Dissolution Act, which automatically suspended redevelopment activities, and on December 29, 2011, the California State Supreme Court upheld the provisions of the Dissolution Act, thereby dissolving all redevelopment agencies, including the former Redevelopment Agency of the City of Pittsburg (Agency) on February 1, 2012; and

WHEREAS, while redevelopment successor agencies may not initiate any new activities nor incur new indebtedness, they are nevertheless required under legislative statute and court order to continue making those payments necessary for day-to-day operations pursuant to contractual commitments/enforceable obligations, regulatory authorities, and indebtedness entered into prior to the enactment of the Dissolution Act; and

WHEREAS, on June 27, 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 imposed new requirements on successor agencies with regard to the submittal of the Recognized Obligation Payment Schedule (ROPS); and

WHEREAS, budget trailer bill SB 107 was approved and signed by the Governor and took immediate effect on September 22, 2015. The primary purpose of SB 107 is to make technical and substantive amendments to the existing Dissolution Act. Health & Safety Code Section 34177, as amended, changed the review of ROPS from semi-annual to annual. Pursuant to Health and Safety Code Section 34179 (j), on and after July 1, 2018, in each county where more than one oversight board was created, there shall be only one countywide oversight board; and

WHEREAS, as of July 1, 2018, the DOF only recognizes the Contra Costa County Oversight Board (Countywide Oversight Board). The Successor Agency's ROPS and other actions may not be submitted to the DOF without the Countywide Oversight Board's approval; and

WHEREAS, the ROPS for the period of July 1, 2025-June 30, 2026 (ROPS 2025/26) was submitted by Minute Order to the Governing Board of the Successor Agency to the Redevelopment Agency of the City of Pittsburg (Successor Agency) on December 16, 2024; and

WHEREAS, on January 27, 2025, the Countywide Oversight Board adopted Resolution 2025-09, approving ROPS 2025/26, which was later approved by the DOF in a letter dated April 4, 2025; and

WHEREAS, the Successor Agency's budget estimates revenues to be $31,858,350 and expenditures to be $31,858,350.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Successor Agency hereby approves the Successor Agency's operating budget for FY 2025/26 and appropriates $31,858,350 for on-going financing for the Successor Agency's activities during FY 2025/26.

BE IT FURTHER RESOLVED that the Governing Board of the Successor Agency authorizes the Finance Director or his/her designee to approve payments for goods and services received by the Successor Agency, in accordance with the Successor Agency's approved budget, programs, and policies.

PASSED AND ADOPTED by the Governing Board of the Successor Agency for the Redevelopment Agency for the City of Pittsburg at a regular meeting on the 16th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Chair

ATTEST:

____
Alice E. Evenson, Agency Secretary

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: June 02, 2025

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

CITY COUNCIL/AGENCY MEMBERS
Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Arlene Kobata, 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 Killings called the regular meeting to order at 7:24 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA. after having convened in Closed Session at 5:34 P.M. for the following Closed Session:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION pursuant to Section 54956.9(d)(1)
   Center for Biological Diversity v. City of Pittsburg et al., Contra Costa County Superior Court case no. N24-2162

   City Attorney Mooney stated she provided a status update to City Council, and there were no reportable actions taken

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:
   City designated representatives: Garrett Evans, Maria Aliotti, Jennifer Brizel, Jordan Davis
   Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; and International Brotherhood of Electrical Workers Local 1295
   Unrepresented employees: Management Group; Senior Executive Team

   City Attorney Mooney stated that the City Council provided direction to negotiation staff, and there were no reportable actions taken.

ROLL CALL

All members were present.

PLEDGE OF ALLEGIANCE

Mayor Killings led the Pledge of Allegiance.

PRESENTATIONS

3. Fiscal Year 2025-2026 Budget Workshop

PROCLAMATIONS

4. Inspire Pittsburg – Eddie Hart

5. Pride Month

CITY MANAGER REPORTS/REMARKS

Assistant City Manager Aliotti gave an update on upcoming community events.

PUBLIC COMMENTS

The following speakers provided comments regarding the impact of air pollution in the city.

Mathew Meza
Je'well Ogden
Zach Capupus

COMMITTEE REPORTS

Council Member Lopez attended the Tri-Delta Transit meeting and noted they are offering free rides to the youth during the summer.

Council Member Banales attended the Infrastructure and Transportation Subcommittee meeting.

Vice Mayor Adams and Council Member Kobata attended the Life Enrichment Subcommittee meeting.

CONSIDERATION

6. Adoption a City Council Resolution Accepting the Infrastructure Financing Plan of the Proposed Pittsburg Enhanced Infrastructure Financing District (EIFD) and Approve the City's Allocation of Property Tax Increment to the EIFD

Council Member Banales recused himself due to his employer's proximity to the proposed plan. He left the dais at 8:23 P.M.

On Motion by Vice Mayor Adams, seconded by Member Lopez, and adopted by the following vote:

AYES:	Adams, Kobata, Lopez, Killings
ABSENT:	Banales [Recused]

Council Member Banales returned to the dais at 8:45 P.M.

CONFLICT OF INTEREST STATEMENT

There were none.

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

On Motion by Member Banales, seconded by Member Lopez, and adopted unanimously

7. Minutes of May 19, 2025

8. Adoption of a City Council Minute Order to Approve a City Council Recess in August

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consultant Services Agreement to Prepare a GHG Inventory Update and Sustainability Plan Review with Raney Planning & Management, Inc.

10. Adoption of a City Council Resolution Approving the Fiscal Year 2025/26 Preliminary Engineer’s Report for Citywide Landscaping and Lighting Assessment District 1988-01, Declaring Intent to Levy and Collect Assessments, and Setting a Date to Conduct a Public Hearing

11. Adoption of a City Council Resolution Approving the Fiscal Year 2025/26 Preliminary Engineer's Report for Oak Hills Landscaping and Lighting Assessment District 1988-02, Declaring Intent to Levy and Collect Assessments, and Setting a Date to Conduct a Public Hearing

12. Adoption of two Ordinances for the Creating Healthy Communities Project: 1) Amending Titles 5, 8, 9, and 18 of the Pittsburg Municipal Code, to Revise Requirements for a Tobacco Retailer License, Limit Smoking in Specific Locations, Update the Social Host Ordinance, and Add Requirements for Cannabis Businesses, consistent with State law; and 2) Amending Title 18 of the Pittsburg Municipal Code, Adding Article XXII to Chapter 18.84 to establish Alcohol Performance Standards, AP-23-0145 (RZ – Text Amendment)

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Council Member Kobata attended the first car show put on by the recreation department, as well as the car show hosted by the Police Department and she noted they were both well attended and had a hometown feel to them.

Council Member Lopez attended the 5k fun run. She thanked staff and everyone involved for making it a successful event.

ADJOURNMENT

The meeting adjourned at 8:53 P.M. to June 16, 2025.

Respectfully submitted,

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 Minute Order Approving Leave of Absence for Planning Commissioner Ivelina Popova

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The City Council has received a request to consider a leave of absence for Planning Commissioner Ivelina Popova.

FISCAL IMPACT

There is no fiscal impact associated with approving this leave of absence request.

RECOMMENDATION

By Minute Order, approve a leave of absence for Planning Commissioner Ivelina Popova for Tuesday April 8, 2025 through Tuesday April 22, 2025.

BACKGROUND

Advisory bodies play an important role in local government by assisting and advising the City Council. Advisory bodies develop recommendations and present supporting information to the City Council, based on the City Council's annually adopted goals, policies, and priorities for the fiscal year.

The City Council approves the formation, composition, and responsibilities of all advisory bodies. Under State law, the City Council delegates responsibilities to some advisory bodies, such as the Planning Commission. The Planning Commission makes recommendations to the City Council for adoption of specific land uses, planning entitlements, and ordinances, among other delegated tasks.

The 2022 Handbook for City Advisory Bodies includes the following language regarding attendance for members of the City's advisory bodies (page 7):

> "Any Member who is absent for three consecutive regular meetings, without approval by way of formal action of the City Council, shall be deemed to have resigned his/her position on the advisory body. Additionally, any member who misses four meetings a year of the regular meetings held (not cancelled) in any twelve-month period, without approval of the City Council by way of formal action, shall be deemed to have resigned their position on the advisory body."

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City Council reappointed Ivelina Popova to the Planning Commission on March 1, 2023, for a four-year term. During her time as a Planning Commissioner, Commissioner Popova has attended the Planning Commissioners Academy, and has served on the Community and Economic Development Department Subcommittee.

The City Council is being asked to consider a retroactive leave of absence request to excuse Commissioner Popova from meetings missed due to personal obligations.

Report Prepared By: Candace Hatch, Administrative Analyst I

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 Minute Order Approving Leave of Absence for Planning Commissioner Frank Gordon

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The City Council will consider granting a leave of absence for Planning Commissioner Frank Gordon.

FISCAL IMPACT

There is no fiscal impact associated with the requested leave of absence.

RECOMMENDATION

By Minute Order, approve a leave of absence for Planning Commissioner Frank Gordon for April 8, 2025 through July 31, 2025.

BACKGROUND

Advisory bodies play an important role in local government by assisting and advising the City Council. Advisory bodies develop recommendations and present supporting information to the City Council, based on the City Council's annually adopted goals, policies, and priorities for the fiscal year.

The City Council approves the formation, composition, and responsibilities of all advisory bodies. Under State law, the City Council delegates responsibilities to some advisory bodies such as the Planning Commission. The Planning Commission makes recommendations to the City Council for adoption of specific land uses, planning entitlements, and ordinances, among other delegated tasks.

The 2022 Handbook for City Advisory Bodies includes the following language regarding attendance for members of the City's advisory bodies (page 7):

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SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City Council appointed Frank Gordon to the Planning Commission on March 1, 2024. During his tenure, Commissioner Gordon has worked diligently in his role and attended the Planning Commissioners Academy.

Staff is requesting a personal leave of absence on behalf of Commissioner Gordon to attend to personal matters.

Report Prepared By: Candace Hatch, Administrative Analyst I

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 Memorandum of Understanding for Development of a Contra Costa Resilient Shoreline Plan

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

Contra Costa County is developing the Contra Costa Resilient Shoreline Plan, a sea level rise adaptation plan to identify risks and vulnerabilities of sea level rise, devise adaptation strategies and projects to combat it, and ensure compliance with State Sea Level Rise Planning and Adaptation Law. Through a Memorandum of Understanding (MOU), the County has requested Pittsburg and eight other East Bay Area shoreline communities participate in informing and engaging the public on this planning effort.

FISCAL IMPACT

Per the terms of the proposed MOU, the County will reimburse the City $6,775 once every six months during the term of the MOU, which ends April 30, 2027, not to exceed $27,100. These funds will be deposited into the General Fund as reimbursements for Community Development and City Manager’s Office staff time spent on public engagement efforts.

RECOMMENDATION

The City Council adopt the attached Resolution authorizing the City Manager to execute a Memorandum of Understanding for Development of a Contra Costa Resilient Shoreline Plan.

BACKGROUND

In 2021, Governor Gavin Newsom signed a bill titled Coastal Resources: Sea Level Rise (SB 1) into law, which directs the State to provide funding to local and regional governments to develop sea level rise adaptation plans and implementation projects. In 2022, the California Air Resources Board awarded $37.5 million dollars to the California Ocean Protection Council (OPC) to support the implementation of SB 1. In the Budget Act of 2023, OPC received an additional $54.5 million for the continued implementation of SB 1. The

State's Fiscal Year (FY) 2024/25 Budget maintained $77 million in funding for OPC's SB 1 Sea Level Rise Adaptation Planning Grant Program (SB 1 Grant Program), which aims to provide funding for coastal communities to develop consistent sea level rise adaptation plans and projects to build resilience to sea level rise along the entire coast of California and the San Francisco Bay.

On October 7, 2023, Governor Newsom approved a bill titled Sea Level Rise: Planning and Adaptation (SB 272), which requires local governments lying, in whole or in part, within the jurisdiction of the San Francisco Bay Conservation and Development Commission (BCDC), to develop a subregional San Francisco Bay shoreline resiliency plan on or before January 1, 2034. The subregional plan must include use of the best available science, a vulnerability assessment that includes efforts to ensure equity for at-risk communities, sea level rise adaptation strategies and recommended projects, identification of lead planning and implementation agencies, and a timeline for updates. Local governments with subregional plans approved by BCDC will be prioritized for implementation funding. SB 272 also requires BCDC to establish guidelines for the preparation of the subregional plans on or before December 31, 2024. BCDC adopted the Regional Shoreline Adaptation Plan to comply with SB 272 requirements at its December 5, 2024, meeting.

In March 2024, the County submitted an application to OPC's SB 1 Grant Program to support the preparation of the Contra Costa Resilient Shoreline Plan, a sea level rise adaptation plan to ensure the County's compliance with SB 272. The County intends to coordinate with cities along the County's shoreline (Antioch, Hercules, Martinez, Oakley, Pinole, San Pablo and Pittsburg) that are vulnerable to sea level rise impacts. The County's application included a budget allocation for Local Government Subcontractors to support the participation of these cities in the development of the Contra Costa Resilient Shoreline Plan. At OPC's June 4, 2024, meeting, OPC approved the authorization to disburse up to $1,499,285 to Contra Costa County for the Contra Costa Resilient Shoreline Plan.

SUBCOMMITTEE FINDINGS

Partnership with the County on an OPC SB 1 granted Resilient Shoreline Plan was discussed as part of the Waterfront grants update at the October 18, 2024 Finance Management Subcommittee meeting.

STAFF ANALYSIS

The majority of Pittsburg's waterfront is privately owned by industrial and commercial uses, many of which are brownfields with multi-million-dollar remediation cost estimates. At 4.5 feet of sea level rise, approximately 150 homes would be affected, imposing great cost for public education, equitable relocation, emergency services, and more. Pittsburg's public shoreline includes two parks, the Pittsburg Municipal Marina, and one predominantly vacant parcel zoned for Marine Commercial use. A series of conditions assessments on the City-owned shoreline infrastructure conducted over the last five years points to tens of millions of dollars in costs for infrastructure resilience along Pittsburg's public shoreline.

Identification of specific vulnerabilities and development of pointed solutions that build on the City's newly adopted General Plan, Sustainability Plan, and Trust Lands Use Plan prior to the anticipated sea level rise is prudent. While Pittsburg and some of the potentially participating cities are outside of BCDC jurisdiction, participation in the development of a BCDC-approved regional plan will:

1. Ensure Pittsburg is prioritized for the State's implementation funding and make Pittsburg more competitive on other resilience implementation grant opportunities.

2. Ensure consistency and coordinated activities across local plans throughout the Bay Area.

3. Provide building blocks for development of Pittsburg's jurisdiction-specific sea level rise resiliency planning.

The City has initiated its own application for a jurisdiction-specific sea level rise resiliency plan through the SB 1 grant program. Through this MOU, participation in the County's outreach efforts for the same program will give staff experience, foundational data, and momentum from which to build its own public engagement efforts as it develops a resilience plan for Pittsburg.

Attachments: Resolution
Memorandum of Understanding

Report Prepared By: Sara Bellafronte, Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute	)	
A Memorandum of Understanding for	)	
Development of a Contra Costa	)	RESOLUTION NO. 25-
Resilient Shoreline Plan	)	

WHEREAS, in 2021, Governor Gavin Newsom signed a bill titled Coastal Resources: Sea Level Rise (SB 1) into law, which directs the State to provide funding to local and regional governments to develop sea level rise adaptation plans and implementation projects. In 2022, the California Air Resources Board awarded $37.5 million dollars to the California Ocean Protection Council (OPC) to support the implementation of SB 1; and

WHEREAS, in the Budget Act of 2023, OPC received an additional $54.5 million for the continued implementation of SB 1. The State's Fiscal Year (FY) 2024/25 Budget maintained $77 million in funding for OPC's SB 1 Sea Level Rise Adaptation Planning Grant Program (SB 1 Grant Program), which aims to provide funding for coastal communities to develop consistent sea level rise adaptation plans and projects to build resilience to sea level rise along the entire coast of California and the San Francisco Bay; and

WHEREAS, in March 2024, Contra Costa County submitted an application to OPC's SB 1 Grant Program to support the preparation of the Contra Costa Resilient Shoreline Plan, a sea level rise adaptation plan to ensure the County's compliance with SB 272, and was awarded $1,499,285 in June 2024; and

WHEREAS, while Pittsburg is outside of BCDC jurisdiction, the County intends to coordinate with cities along the County's shoreline (Antioch, Hercules, Martinez, Oakley, Pinole, San Pablo and Pittsburg) that are vulnerable to sea level rise impacts through development of a Contra Costa County for the Contra Costa Resilient Shoreline Plan; and

WHEREAS, the County's application included a budget allocation for local government subcontractors to support the participation of these cities in the development of the Contra Costa Resilient Shoreline Plan; and

WHEREAS, identification of specific vulnerabilities and development of pointed solutions that build on the City's newly adopted General Plan, Sustainability Plan, and Trust Lands Use Plan prior to the anticipated sea level rise is prudent and will ensure Pittsburg is prioritized for the State's implementation funding, make Pittsburg more competitive on other resilience implementation grant opportunities, ensure consistency and coordinated activities across local plans throughout the Bay Area, and provide building blocks for development of Pittsburg's jurisdiction-specific sea level rise resiliency planning.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a Memorandum of Understanding for Development of a Contra Costa Resilient Shoreline Plan.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

DRAFT MEMORANDUM OF UNDERSTANDING

Development of a Contra Costa Resilient Shoreline Plan

through the Ocean Protection Council Senate Bill 1 Grant Program

This Memorandum of Understanding for the Development of a Contra Costa Resilient Shoreline Plan through the Ocean Protection Council Senate Bill 1 Grant Program ("**MOU**") is entered into and effective this _____ day of _________________, 2025 ("**Effective Date**") by and among the City of Antioch ("**Antioch**"), Contra Costa County ("**County**"), City of Hercules ("**Hercules**"), City of Martinez ("**Martinez**"), City of Oakley ("**Oakley**"), City of Pinole ("**Pinole**"), City of Pittsburg ("**Pittsburg**"), City of San Pablo ("**San Pablo**"). Each of the foregoing parties to this MOU is sometimes referred to herein as a "**Party**," and are sometimes collectively referred to herein together as the "**Parties**." Antioch, Hercules, Martinez, Oakley, Pinole, Pittsburg, and San Pablo are sometimes referred to together herein as the "**Cities**," and each individually as a "**City**."

Recitals

A. In 2021, Governor Gavin Newsom signed Senate Bill 1 ("**SB 1**") into law, which directs the State to provide funding to local and regional governments to develop sea level rise adaptation plans and implementation projects. In 2022, the California Air Resources Board awarded $37.5 million dollars to the California Ocean Protection Council ("**OPC**") to support the implementation of SB 1. In the Budget Act of 2023, OPC received an additional $54.5 million for the continued implementation of SB 1. The State FY 24-25 Budget maintained $77 million in funding for OPC's SB 1 Sea Level Rise Adaptation Planning Grant Program ("**SB 1 Grant Program**"), which aims to provide funding for coastal communities to develop consistent sea level rise adaptation plans and projects to build resilience to sea level rise along the entire coast of California and the San Francisco Bay.

B. On October 7, 2023, Senate Bill 272 (**"SB 272"**) was approved by Governor Newsom, which requires local governments lying, in whole or in part, within the jurisdiction of the San Francisco Bay Conservation and Development Commission (**"BCDC"**) to develop a subregional San Francisco Bay shoreline resiliency plan on or before January 1, 2034. The subregional plan must include use of the best available science, a vulnerability assessment that includes efforts to ensure equity for at-risk communities, sea level rise adaptation strategies and recommended projects, identification of lead planning and implementation agencies, and a timeline for updates. Local governments with subregional plans approved by BCDC will be prioritized for implementation funding. SB 272 also requires BCDC to establish guidelines for the preparation of the subregional plans on or before December 31, 2024. BCDC adopted the Regional Shoreline Adaptation Plan to comply with SB 272 requirements at its December 5, 2024, meeting.

C. In March 2024, the County submitted an application to OPC's SB 1 Grant Program to support the preparation of the Contra Costa Resilient Shoreline Plan, a sea level rise adaptation plan to ensure the County's compliance with SB 272. The County intends to coordinate with cities along the County's shoreline that are vulnerable to sea level rise impacts. The County's application included a budget allocation for Local Government Subcontractors to support the participation of these cities in the development of the Contra Costa Resilient Shoreline Plan. At OPC's June 4, 2024, meeting, OPC approved the authorization to disburse up to $1,499,285 to Contra Costa County for the Contra Costa Resilient Shoreline Plan.

D. The Parties wish to collaborate on the development of the Contra Costa Resilient Shoreline Plan to ensure consistency across local plans, robust engagement of all shoreline communities in the planning process, and collaborative implementation efforts. The Parties recognize that the key to success in adapting to sea level rise will be the coordination of activities across jurisdictional boundaries through collaborative development of the Contra Costa Resilient Shoreline Plan, which each Party may consider using, as it determines to be appropriate, to comply with SB 272.

E. The Parties wish to memorialize their commitments by means of this MOU.

<u>Understandings</u>

1. *Term.* The term of this MOU begins on the Effective Date, which shall occur upon execution of this MOU by all eight of the Parties, and this MOU shall remain in full force and effect until the earliest of the following events: (i) April 30, 2027, (ii) the date upon which the Parties submit all completed SB 1 grant deliverables to OPC, or (iii) the date upon which the Parties then party to the MOU execute a document jointly terminating the provisions of this MOU. An individual Party's obligations under this MOU terminate when the Party withdraws from the MOU in accordance with Section 3.

2. *Development of the Contra Costa Resilient Shoreline Plan*

a. *Cities to Become Local Government Subcontractors.* The County is the direct grantee from OPC. As such, the County is the fiscal agent for grant funds and will manage all contracts with subcontractors, including a community engagement partner subcontractor, technical subcontractor, and local government subcontractors. The County is leading the development of the Contra Costa Resilient Shoreline Plan and will, therefore, be involved in all subtasks described in the SB 1 Grant Workplan approved by OPC. A copy of that approved SB 1 Grant Workplan is attached hereto as Exhibit A. \County responsibilities include but are not limited to leading the community engagement partner and technical subcontractor request for qualifications processes; developing project planning materials (e.g., Project Roadmap, Stakeholder Inventory, Community Education and Engagement Plan); providing input on the strategic update of existing vulnerability assessments; convening the Resilient Shoreline Coalition ("RSC"); consulting with stakeholders (e.g., local government subcontractors, RSC, local tribes, BCDC, Contra Costa Resilient Shoreline Committee); preparing for and conducting community workshops; providing input on the Contra Costa Resilient Shoreline Plan; and preparing materials for grant reporting. Each City agrees to participate in the subtasks for local government subcontractors described in the SB 1 Grant Workplan approved by OPC. Each City's responsibilities described in the SB 1 Grant Workplan include but are not limited to supporting a minimum of five community workshops (e.g., identifying stakeholders to invite and assisting in organizing, promoting, and co-hosting workshops); reviewing one or more drafts of the Contra Costa Resilient Shoreline Plan to ensure compatibility with city planning requirements (e.g., general plans and climate action plans); reviewing other grant deliverables as capacity allows; attending Resilient Shoreline Coalition meetings (maximum of four per year); and ongoing coordination to evaluate progress for grant reporting. All deliverables described in the SB 1 Grant Workplan must be completed no later than April 30, 2027.

b. *Single Contra Costa Resilient Shoreline Plan*. Through their joint and coordinated efforts under this MOU, the Parties will collaborate to develop a single Contra Costa Resilient Shoreline Plan that, at a minimum, satisfies the requirements of the

SB 1 grant agreement with OPC. The Contra Costa Resilient Shoreline Plan must be drafted in a manner that preserves, and does not purport to supersede, the land use authority of each Party within that Party's jurisdiction. Unless the Parties later agree otherwise, it is intended that the Contra Costa Resilient Shoreline Plan will be implemented by each Party within its respective jurisdiction only if that Party chooses to adopt the Contra Costa Resilient Shoreline Plan following its completion. The Parties that adopt the final Contra Costa Resilient Shoreline Plan will coordinate their implementation of the Contra Costa Resilient Shoreline Plan. Notwithstanding anything to the contrary herein, nothing pre-commits any Party to adopting the Contra Costa Resilient Shoreline Plan.

c. *Cooperation of Efforts*. Each Party will designate staff who will endeavor to develop the Contra Costa Resilient Shoreline Plan and other SB 1 grant deliverables in an expeditious manner in accordance with the terms of this MOU.

d. *Financing*. The County, as the awardee, will be the fiscal agent for all funds allocated under the SB 1 Grant Program. The funds allocated for local government subcontractors within the OPC SB 1 grant budget approved by OPC will be shared equally among the Cities. In consideration for each City's performance of its obligations under this MOU in connection with developing the Contra Costa Resilient Shoreline Plan and other SB 1 grant deliverables, the County will reimburse each City in the amount of $6,775 once every six months during the term of this MOU. Provided, however, that a City shall not be entitled to any further reimbursement under this Section upon its withdrawal from this MOU, or upon the termination of this MOU, whichever occurs first.

Notwithstanding anything to the contrary herein, the total of all County payments under this Section to any City shall not exceed $27,100 during the term of this MOU.

e. *Approval of the Contra Costa Resilient Shoreline Plan.* The Parties agree that the Contra Costa Resilient Shoreline Plan will become effective for the unincorporated areas of Contra Costa County upon its approval and adoption by the Contra Costa County Board of Supervisors, which shall be within its sole discretion to approve. The Contra Costa Resilient Shoreline Plan will not become effective as to any City unless and until the plan is approved by that City's City Council, which shall be within its sole discretion to approve. This agreement does not prevent any City or third party from using the Contra Costa Resilient Shoreline Plan, or any portion of it, as that City or third party determines in order to comply with SB 272.

3. *Withdrawal*. Any Party shall have the ability to withdraw from this MOU by providing sixty (60) days advance written notice of its intention to withdraw. Said notice shall be given to each of the other Parties.

a. A withdrawal shall not terminate, or relieve the withdrawing Party from, any express contractual obligation to another Party to this MOU or to any third party incurred or encumbered prior to the withdrawal.

b. In the event of a Party's withdrawal, this MOU shall continue in full force and effect among the remaining Parties.

4. *CEQA*. Nothing in this MOU commits any Party to undertake any future discretionary actions referenced in this MOU, including but not limited to adopting the Contra Costa Resilient Shoreline Plan. The Plan will not be adopted by any agency until the adopting party complies with the California Environmental Quality Act and the National Environmental Policy Act.

5. *Books and Records.* Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers, or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement, providing that nothing in this paragraph shall be construed to operate as a waiver of any applicable privilege and provided further that nothing in this paragraph shall be construed to give any Party rights to inspect the other Party's records in excess of the rights contained in the applicable provisions of the California Public Records Act and Contra Costa County Better Government Ordinance.

6. *General Provisions*

   a. *Authority*. Each signatory of this MOU represents that they are authorized to execute this MOU on behalf of the Party for which they sign. Each Party represents that it has legal authority to enter into this MOU and to perform all of its obligations under this MOU.

   b. *Amendment*. This MOU may be amended or modified only by a written instrument executed by each of the Parties to this MOU.

   c. *Jurisdiction and Venue*. This MOU shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in the County of Contra Costa, California.

d. *Headings*. The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the Parties to this MOU.

e. *Construction and Interpretation*. This MOU has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this MOU.

f. *Entire Agreement*. This MOU constitutes the entire agreement of the Parties with respect to the subject matter of this MOU and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.

g. *Partial Invalidity*. If, after the date of execution of this MOU, any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

h. *Waivers*. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU and forbearance to enforce one or more of the remedies provided in this MOU shall not be deemed to be a waiver of that remedy.

i. *Necessary Actions*. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this MOU.

j. *Compliance with Law*. In performing their respective obligations under this MOU, the Parties shall comply with and conform to all applicable laws, rules, regulations, and ordinances.

k. *Third Party Beneficiaries*. This MOU shall not create any right or interest in any non-Party or in any member of the public as a third-party beneficiary.

l. *Counterparts*. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

m. *Notices*. All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

City of Antioch

City Manager

P.O. Box 5007

Antioch, CA 94531-5007

Telephone: (925) 779-7011

Facsimile: (925) 779-7003

Contra Costa County

Director, Department of Conservation and Development

30 Muir Road

Martinez, CA 94553

Phone (925) 674-7866

City of Hercules

City Manager

111 Civic Drive

Hercules, CA 94547

Telephone: (925) XXX-XXXX

Facsimile: (925) XXX-XXXX

City of Martinez

City Manager

525 Henrietta Street

Martinez, CA 94553

Telephone: (925) 372-3500

City of Oakley

City Manager

3231 Main Street

Oakley, CA 94561

Telephone: (925) XXX-XXXX

Facsimile: (925) XXX-XXXX

City of Pinole

City Manager

2131 Pear Street

Pinole, CA 94564

Telephone: (925) XXX-XXXX

Facsimile: (925) XXX-XXXX

City of Pittsburg

City Manager

65 Civic Avenue

Pittsburg, CA 94565

Telephone: (925) XXX-XXXX

Facsimile: (925) XXX-XXXX

City of San Pablo

City Manager

1000 Gateway Avenue

San Pablo, CA 94806

Telephone: (925) XXX-XXXX

Facsimile: (925) XXX-XXXX

A courtesy copy of any notice may be given by facsimile or email, but such courtesy copy shall not be a substitute for providing notice in the manner required by this section. A Party may change its address for notices by given written notice to the other Parties in accordance with this Section at least five days before the new address becomes effective.

CITY OF ANTIOCH

By: ______________________________ Date: ________________

Name, Position

APPROVED AS TO FORM:

By: ______________________________ Date: ________________

Name, Position

CONTRA COSTA COUNTY

By: ______________________________ Date: ________________

John Kopchik, Director of

Conservation and Development

APPROVED AS TO FORM:

Thomas L. Geiger, County Counsel

By: ______________________________ Date: ________________

Assistant County Counsel

CITY OF HERCULES

By: ______________________________ Date: ________________

Name, Position

APPROVED AS TO FORM:

By: ______________________________________ Date: ____________________

Name, Position

CITY OF MARTINEZ

By: ______________________________________ Date: ____________________

Michael Chandler, City Manager

APPROVED AS TO FORM:

By: ______________________________________ Date: ____________________

Teresa Highsmith

CITY OF OAKLEY

By: ______________________________________ Date: ____________________

Name, Position

APPROVED AS TO FORM:

By: ______________________________________ Date: ____________________

Name, Position

CITY OF PINOLE

By: ______________________________________ Date: ____________________

Name, Position

APPROVED AS TO FORM:

By: ______________________________________ Date: ____________________

Name, Position

CITY OF PITTSBURG

By: ______________________________________ Date: ____________________

Name, Position

APPROVED AS TO FORM:

By: ______________________________________ Date: ____________________

Name, Position

CITY OF SAN PABLO

By: ______________________________________ Date: ____________________

Name, Position

APPROVED AS TO FORM:

By: ______________________________________ Date: ____________________

Name, Position

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 Execution of Cooperative Agreements with East Contra Costa Regional Fee and Financing Authority for Project 3038 West Leland Road Extension Phase II and Project 3039 Pittsburg-Antioch Highway Widening
MEETING DATE:	June 16, 2025

EXECUTIVE SUMMARY

The East Contra Costa Regional Fee and Financing Authority (ECCRFFA) supports the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. In the Fifth Amendment to the Joint Exercise of Powers Agreement, Project 3015 James Donlon Boulevard Extension was deprioritized and Project 3038 West Leland Road Extension Phase II and Project 3039 Pittsburg-Antioch Highway Widening were elevated as Third Priority projects. This Resolution will authorize the execution of cooperative agreements between ECCRFFA and the City of Pittsburg to secure necessary funding.

FISCAL IMPACT

As the James Donlon Extension project was deprioritized, the ECCRFFA funds reserved were reallocated to two projects elevated to the Third Priority Level:

- Project 3038 West Leland Road Extension Phase II $33,380,000
- Project 3039 Pittsburg-Antioch Highway Widening $38,000,000

No new allocations are included in this City Council action.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution and authorize the City Manager to execute the Cooperative Agreements for the above-mentioned projects.

BACKGROUND

On August 9, 1994, Antioch, Brentwood, Pittsburg, and Contra Costa County formed the ECCRFFA, a separate joint powers agency, by entering into an agreement that would support the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. Five amendments have been made between 1999 and 2024.

On August 8, 2024, the ECCRFFA Board of Directors adopted Resolution No. 2024/02, which included the adoption of the Fehr & Peers May 2024 East Contra Costa Regional Fee Program Update, adding 18 new projects to the ECCRFFA list of projects and also revising the project prioritization provisions established under the Third Amendment. In this action, the West Leland Road Extension Phase II and the Pittsburg-Antioch Highway Widening projects were added to the Third Priority level.

SUBCOMMITTEE FINDINGS

This item was presented to the Infrastructure and Transportation Subcommittee at the April 25, 2024 meeting.

STAFF ANALYSIS

With the execution of a Fifth Amendment, Project 3015 James Donlon Extension was removed from the Third Priority project list. The funds reserved were reallocated to:

- Project 3038 West Leland Road Extension Phase II, which will extend the road as a 4-lane arterial from Santa Teresa Drive to Avila Road ($33,380,000).

- Project 3039 Pittsburg-Antioch Highway Widening, which will widen the road to 4 lanes from Loveridge Road to the eastern city limits ($38,000,000).

Engineering Division staff have selected design engineers for both projects and are prepared to enter into agreements so the projects can progress into the design phase. On June 12, 2025, the ECCRFFA Board of Directors will consider adoption of a resolution authorizing execution of the Cooperative Agreements for both projects.

ATTACHMENTS: Resolution
Funding Agreement – W. Leland Rd.
Funding Agreement – PA Highway
ECCRFFA Draft Resolution 25/02 - W. Leland Rd.
ECCRFFA Draft Resolution 25/03 - PW Highway

Report Prepared By: Sharon Paz, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Execution of Cooperative Agreements	)	
With East Contra Costa Regional Fee and Financing	)	
Authority for Project 3038 West Leland Road	)	RESOLUTION NO. 25-
Extension Phase II and Project 3039 Pittsburg-Antioch	)	
Highway Widening	)	

WHEREAS, on August 9, 1994, Antioch, Brentwood, Pittsburg, and Contra Costa County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into an agreement that would support the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. Five amendments have been made between 1999 and 2024; and

WHEREAS, on August 8, 2024, the ECCRFFA Board of Directors adopted Resolution No. 2024/02, which included the adoption of the Fehr & Peers May 2024 East Contra Costa Regional Fee Program Update, adding 18 new projects to the ECCRFFA list of projects and also revising the project prioritization provisions established under the Third Amendment; and

WHEREAS, in this action, Project 3015 James Donlon Extension was removed from the Third Priority project list. The funds reserved were reallocated to Project 3038 West Leland Road Extension Phase II, which will extend the road as a 4-lane arterial from Santa Teresa Drive to Avila Road ($33,380,000), and Project 3039 Pittsburg-Antioch Highway Widening, which will widen the road to 4 lanes from Loveridge Road to the eastern city limits ($38,000,000); and

WHEREAS, on June 12, 2025, the ECCRFFA Board of Directors will consider adoption of a resolution authorizing the execution of Cooperative Agreements for both projects.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute Cooperative Agreements with the East Contra Costa Regional Fee and Financing Authority to secure funding for Project 3038 West Leland Road Extension Phase II and Project 3039 Pittsburg-Antioch Highway Widening.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day June 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____

Jelani Killings, Mayor

ATTEST:

____

Alice E. Evenson, City Clerk

COOPERATIVE AGREEMENT No. 18-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG

Relative to:
West Leland Road Extension Project

This Cooperative Agreement ("AGREEMENT") is entered into as of June 12, 2025 ("EFFECTIVE DATE"), by and between the East Contra Costa Regional Fee and Financing Authority ("ECCRFFA"), a joint exercise of powers agency organized as a separate entity by the cities of Antioch, Brentwood, Oakley, and Pittsburg and the County of Contra Costa, and the City of Pittsburg ("CITY"), a municipal corporation (ECCRFFA and the CITY are sometimes collectively referred to as the "PARTIES," and each as a "PARTY").

RECITALS

A. ECCRFFA and the CITY desire to enter into this AGREEMENT to define a framework to enable the two PARTIES to work cooperatively in developing transportation improvements for the West Leland Road Extension Project ("PROJECT") in Contra Costa County. The PROJECT is more particularly described in Exhibit A.

B. The members of ECCRFFA signed a Joint Exercise of Powers Agreement ("ECCRFFA JEPA") pertaining to the Regional Transportation Development Impact Mitigation ("RTDIM") Fee in East Contra Costa County. ECCRFFA adopted the East Contra Costa Regional Fee Program Update on June 13, 2024, which added the PROJECT to the RTDIM Fee Program.

C. The PROJECT will receive ECCRFFA funding, in accordance with the fifth amendment to the ECCRFFA JEPA, dated October 22, 2024 ("FIFTH JEPA AMENDMENT"). The ECCRFFA Strategic Plan, approved on June 12, 2025, ("STRATEGIC PLAN") commits to providing an ECCRFFA RTDIM fee contribution of the regional share of the following PROJECT costs: PROJECT-related consultant/contractor costs related to design and construction phases (together, the "ELIGIBLE PROJECT COSTS").

D. The CITY is managing the environmental, design, and construction processes for the PROJECT within the CITY. The CITY will seek ECCRFFA funding for ELIGIBLE PROJECT COSTS that the CITY incurs, in accordance with Exhibit C. Subject to the STRATEGIC PLAN and the requirements of this AGREEMENT, the CITY will request those funds, and ECCRFFA will consider authorizing those funds, for specific ELIGIBLE PROJECT COSTS that the CITY incurs.

NOW, THEREFORE, in consideration of the foregoing, ECCRFFA and the CITY do hereby agree as follows:

Section I.

CITY AGREES:

1. To submit to ECCRFFA requests for appropriation of funds to pay ELIGIBLE PROJECT COSTS for the construction phase of the PROJECT. Each request for appropriation must detail the PROJECT scope, schedule, and proposed funding plan, and shall meet the requirements in Exhibit C. The CITY shall deliver each request for appropriation to ECCRFFA at least sixty (60) days before the funds are needed. The CITY's submittal of a funding request, and ECCRFFA's approval of a funding resolution under Section II.1., does not guarantee RTDIM funds will be available to satisfy the CITY's funding request. ECCRFFA's obligations under any funding resolution are subject to the conditions more particularly described in Section II.1.

2. To apply any funds received under this AGREEMENT to the ELIGIBLE PROJECT COSTS consistent with the terms and conditions specified in the funding resolution approved by ECCRFFA.

3. To allow ECCRFFA to audit all expenditures relating to the PROJECT funded through this AGREEMENT. For the duration of the PROJECT, and for three (3) years following completion of the PROJECT, or earlier discharge of this AGREEMENT, CITY will make available to ECCRFFA and its agents and auditors all records relating to PROJECT expenses the CITY incurs in performance of this AGREEMENT.

4. To provide invoices and progress reports to ECCRFFA, consistent with the requirements of Exhibit C, along with the summary of expenditures to date, and to maintain strict accounting of all ELIGIBLE PROJECT COSTS for which future reimbursement will be requested.

5. Each year during the term of this AGREEMENT, to prepare and provide ECCRFFA, within ninety (90) days of the last day of ECCRFFA's fiscal year, a report that itemizes both (a) the expenditure of all funds received from ECCRFFA for ELIGIBLE PROJECT COSTS during the fiscal year for which the report is prepared, and (b) progress to date in CITY's implementation of the PROJECT during the fiscal year for which the report is prepared.

6. To comply with Contra Costa Transportation Authority's ("CCTA") Policy on the Implementation of Measure J Projects (CCTA Resolution 08-13-P) and all other applicable policies that CCTA or ECCRFFA may adopt in the future.

7. To be responsible for evaluating prospective consultants and contractors to be retained by the CITY and, subsequently awarding contracts for the PROJECT-related work contemplated in this AGREEMENT, consistent with this AGREEMENT and any appropriation resolutions adopted by ECCRFFA in the future.

8. Upon ECCRFFA's request, to provide ECCRFFA copies of all executed contracts and other PROJECT documents between the CITY and consultants, contractors, and others involved in the PROJECT. The CITY shall retain all copies of such executed contracts during PROJECT implementation, and for three (3) years following completion of PROJECT, or the earlier discharge of this AGREEMENT under Section III.2.

9. To oversee and manage PROJECT consultant and contractor activities, including responsibility for schedule, budget, and oversight of the services, consistent with the scope of ECCRFFA funding resolutions.

10. If the PROJECT involves any further right-of-way acquisition, to follow the requirements of state law and the Federal Uniform Acquisition and Relocation Assistance Act and, if applicable, to transfer net proceeds, after deducting auditable costs of sales, to ECCRFFA resulting from the sale of excess lands purchased in whole or in part with RTDIM funds, in the same proportion to the net proceeds as the original contribution of such RTDIM funds was to the purchase price of the original parcel.

11. To obtain all permits, licenses, and land rights necessary for construction of the PROJECT.

12. ECCRFFA's contribution of RTDIM funds to the PROJECT under this AGREEMENT shall not exceed the regional component of the PROJECT, as more particularly described in the STRATEGIC PLAN, which may be updated from time to time by ECCRFFA.

Section II.

ECCRFFA AGREES:

1. In response to a CITY request for appropriation of funds for ELIGIBLE PROJECT COSTS, to consider, within 60 days after receiving such request, whether to adopt a funding resolution, provided that notice of cancellation or termination of this AGREEMENT pursuant to Section III.2. has not been given. ECCRFFA, in its sole discretion, may adopt a funding resolution for ELIGIBLE PROJECT COSTS before ECCRFFA actually has RTDIM funds available to pay the CITY for those costs. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted funding resolution is

expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) to provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion. ECCRFFA's contribution of RTDIM funds shall not exceed ELIGIBLE PROJECT COSTS, whenever incurred, in accordance with the STRATEGIC PLAN. Upon ECCRFFA's adoption of a funding resolution providing RTDIM funds for ELIGIBLE PROJECT COSTS under this AGREEMENT, the resolution shall be deemed to be incorporated into Exhibit B and, by this reference, made a part of this AGREEMENT notwithstanding the requirements of Section III.7. Each funding resolution will include additional conditions, if any, and the purpose and timing, or projected timing, for release of RTDIM funds to the CITY for the ELIGIBLE PROJECT COSTS. A chronological listing of appropriation resolutions will be included in and made a part of Exhibit B, which is hereby incorporated into this AGREEMENT and made a part hereof. Exhibit B will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current ECCRFFA overall financial plan for the PROJECT.

2. To provide at least thirty (30) days' advance notice to the CITY if an audit is to be conducted.

3. To provide CITY copies of all future updates of the STRATEGIC PLAN. ECCRFFA shall have sole discretion to revise and update its STRATEGIC PLAN from time to time in the future, to adjust funding commitments for all projects funded with RTDIM funds, provided that ECCRFFA's funding commitment to the PROJECT shall not exceed the ELIGIBLE PROJECT COSTS.

Section III.

IT IS MUTUALLY AGREED:

1. Term: This AGREEMENT will remain in effect until it is discharged, cancelled, or terminated in accordance with Section III.2., excepting only those sections that expressly survive such discharge, cancellation, or termination, as set forth in Section III.14.

2. Discharge: This AGREEMENT shall be subject to discharge as follows:

   a. Except for breach, which is covered in Section III.2(b) below, either PARTY may terminate this AGREEMENT at any time, pursuant to a power created by this AGREEMENT or by law, for causes beyond the control and without the fault or negligence of said PARTY, including any force majeure event, if such causes irrevocably disrupt or render said PARTY's performance impossible under this AGREEMENT. The terminating PARTY shall give written notice of termination under this Section III.2(a) to the other PARTY, specifying both the cause for the termination and the effective date of the termination. Notice of termination under this Section III.2(a) shall be given at least ninety (90) days before the effective date of such termination.

b. This AGREEMENT may be cancelled by a PARTY for breach of any obligation, covenant or condition set forth in this Agreement by the other PARTY, upon notice to the breaching Party. With respect to any breach which is reasonably capable of being cured, the breaching PARTY shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching PARTY diligently pursues cure, such PARTY shall be allowed reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching PARTY. On cancellation, the non-breaching PARTY retains the same rights as a PARTY exercising its right to terminate under the provisions of Section III.2(a) and said cancelling PARTY also retains any remedy for breach of the whole AGREEMENT or any unperformed balance.

c. By mutual written consent of both PARTIES, this AGREEMENT may be terminated at any time.

3. Indemnity: It is mutually understood and agreed, relative to the reciprocal indemnification of ECCRFFA and the CITY:

   a. That neither ECCRFFA, nor any officer, employee, director, agent or subcontractor thereof, shall be responsible for, and the CITY shall fully defend, indemnify, and hold harmless ECCRFFA, its officers, agents, employees, and member agencies against, any damage or liability occurring by reason of anything done or omitted to be done by the CITY, its officers, agents, employees, consultants, or contractors under or in connection with any work, authority, or jurisdiction delegated to the CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully defend, indemnify, and hold ECCRFFA, its officers, agents, employees, and member agencies harmless for any liability imposed for injury, as defined by Government Code Section 810.8, occurring by reason of anything done or omitted to be done by the CITY, its officers, agents, employees, consultants, or contractors under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to the CITY under this AGREEMENT.

   b. That neither the CITY, nor any officer, employee, director, agent or subcontractor thereof, shall be responsible for, and ECCRFFA shall fully indemnify and hold harmless the CITY against, any damage or liability occurring by reason of anything done or omitted to be done by ECCRFFA under or in connection with any work, authority, or jurisdiction delegated to ECCRFFA under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, ECCRFFA shall fully indemnify and hold the CITY harmless from any liability imposed for injury, as defined by

Government Code Section 810.8, occurring by reason of anything done or omitted to be done by ECCRFFA under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to ECCRFFA under this AGREEMENT.

4. Notices: Any notice which may be required under this AGREEMENT shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the PARTIES hereto.

   CITY: City of Pittsburg
   ATTN: City Manager
   65 Civic Avenue
   Pittsburg, CA 94565

   ECCRFFA: ECCRFFA Program Manager
   Contra Costa County Public Works Department
   255 Glacier Drive
   Martinez, CA 94553

5. Recitals: The recitals are true and correct and are incorporated in and a part of this AGREEMENT.

6. Additional Acts and Documents: Each PARTY agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this AGREEMENT.

7. Integration: This AGREEMENT represents the entire agreement of the PARTIES with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the PARTIES except as expressly set forth herein, or in other contemporaneous written agreements.

8. Amendment: This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

9. Independent Agency: ECCRFFA acts under this AGREEMENT as an independent agency. None of ECCRFFA's agents or employees shall be agents or employees of the CITY. The CITY acts under this AGREEMENT as an independent agency. None of the CITY's agents or employees shall be agents or employees of ECCRFFA.

10. Assignment: This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any PARTY without the express written consent of the other PARTY.

11. Binding on Successors: This AGREEMENT shall be binding upon the successors, assignees, and transferees of ECCRFFA and the CITY. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this AGREEMENT other than as provided above.

12. Severability: Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond authority of either PARTY to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect; provided that, the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.

13. Counterparts: This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original.

14. Survival: Notwithstanding anything to the contrary in this AGREEMENT, the following provisions in this AGREEMENT shall survive the cancellation, expiration, discharge, or termination of this AGREEMENT:

    a. As to the CITY:
       Section I.2. (obligation to apply funds to PROJECT)
       Section I.3. (obligation to allow audit and retain records)
       Section I.4. (obligation to provide remaining invoices and progress reports)
       Section I.5. (for the year in which termination occurs only, to prepare an annual report to the ECCRFFA)
       Section I.8. (obligation to provide copies)
       Section I.9. (obligation to continue to manage PROJECT)
       Section I.10. (obligation to reimburse funds on sale of excess land)

    b. As to ECCRFFA:
       Section II.3. (obligation to provide notice of audit)

    c. As to both PARTIES:
       Section III.3. (indemnity obligations)
       Section III.11. (successors, assignees, and transferees)

15. Limitations:

    a. All obligations of ECCRFFA under the terms of this AGREEMENT are expressly subject to ECCRFFA's continued authorization to collect and expend RTDIM fees in East Contra Costa County, as well as the availability of funding, taking into consideration all of the obligations of ECCRFFA under all outstanding contracts, agreements and other obligations of ECCRFFA in connection with funds for such purposes. The availability of RTDIM funds is based on the collection of development fees, which are not a guaranteed revenue stream. If, for any reason, ECCRFFA's right to collect or expend such RTDIM funds is terminated or suspended in whole or part, or if the amount of fees being collected falls short of the projections in the STRATEGIC PLAN, as may be amended from time to time, ECCRFFA shall promptly notify the CITY in writing, and the PARTIES shall consult on a course of action. If, after twenty-five (25) days, a course of action is not agreed upon by the PARTIES, this AGREEMENT shall be deemed terminated by mutual or joint consent.

b. This AGREEMENT does not guarantee that RTDIM funds will be available for the purposes of this AGREEMENT at the time that the CITY requests funds for ELIGIBLE PROJECT COSTS, according to any funding schedule adopted by the CITY, or at the time ECCRFFA adopts a funding resolution. ECCRFFA's adoption, amendment, or revision of the STRATEGIC PLAN also does not guarantee that RTDIM funds will be available according to the projected schedule of availability of funds in the STRATEGIC PLAN, as adopted, amended, or revised.

16. No Third-Party Beneficiaries. Nothing in this AGREEMENT, express or implied, is intended to confer on any person other than the PARTIES and their successors and assigns any rights or remedies by reason of this AGREEMENT.

17. Governing Law; Construction. This AGREEMENT shall be governed and construed in accordance with California law. The section headings and captions of this AGREEMENT are, and the arrangement of this AGREEMENT is, for the sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this AGREEMENT 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 attorneys 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.

18. Waiver. A waiver of breach of any covenant or provision in this AGREEMENT shall not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver shall be valid unless in writing and executed by the waiving PARTY.

The PARTIES have executed this Agreement as of the EFFECTIVE DATE.

CITY OF PITTSBURG	**EAST CONTRA COSTA FEE & FINANCING AUTHORITY**
______________________	______________________
Garrett Evans, City Manager	Dale Dennis, Program Manager
Approved as to Form:	Approved as to Form: Thomas L. Geiger, County Counsel
______________________	______________________
Donna Mooney, City Attorney	By Stephen M. Siptroth Assistant County Counsel

<u>Attachments</u>

Exhibit A	Description of the West Leland Road Extension Project
Exhibit B	Compensation Schedule (Listing of Funding Resolutions)
Exhibit C	Method of Payment

COOPERATIVE AGREEMENT No. 18-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG

EXHIBIT A

DESCRIPTION OF THE PROJECT

The West Leland Road Extension Project (Project) (CIP 3038) will extend West Leland Road from its current terminus near Santa Teresa Drive in a westerly direction to Avila Road, hence providing connectivity from Pittsburg to Concord City limits. The new road will be 4 lanes with a raised median and sidewalks. The project will accommodate bicycle facilities where appropriate.

COOPERATIVE AGREEMENT No. 18-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG

EXHIBIT B

COMPENSATION SCHEDULE

Chronological Listing of ECCRFFA Fund Appropriation Resolutions

Project Number	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
				0
			TOTAL FUNDS APPRORIATED	0

COOPERATIVE AGREEMENT No. 18-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG

EXHIBIT C

METHOD OF PAYMENT

1. The CITY will submit, no more often than monthly, invoices to ECCRFFA which include all costs of the PROJECT for which RTDIM funds are being requested for the stated time period.

2. The invoice shall include the following information. An invoice shall request ECCRFFA funding for only ELIGIBLE PROJECT COSTS:

   A. ELIGIBLE PROJECT COSTS include the regional share of the Construction-phase costs (i.e., construction and construction management) for the PROJECT. The City share of the ELIGIBLE PROJECT COSTS is 0% and the ECCRFFA share (regional) is 100%.

   B. Invoices should include the following:

      a) A listing of the prime consultant/contractor and any sub-consultant/sub-contractor labor costs, broken out by funding resolution.

      b) An itemized list of all other non-labor costs with identification of the activity to which the expense is chargeable.

      c) The invoice submitted by the CITY should include a copy of the consultant/contractor invoice as backup to the above information.

   C. Certification

      The following statement will be included in each monthly invoice submitted by the CITY: “We hereby certify that the funds requested by the City of Pittsburg are to reimburse the City of Pittsburg for project costs already incurred and have not been included in a previous invoice request.”

   D. Progress reports

      The CITY will submit a progress report that summarizes the activities covered by the invoice.

3. Subject to the provisions of a funding resolution adopted by ECCRFFA's Board of Directors and the requirements of the AGREEMENT, ECCRFFA will process reimbursement to the CITY within sixty (60) calendar days after receipt by ECCRFFA of an invoice, containing all of the information required under item 2 above. ECCRFFA reserves the right to adjust future reimbursements should subsequent review indicate that an invoice includes ineligible costs.

COOPERATIVE AGREEMENT No. 12-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG

Relative to:
Pittsburg-Antioch Highway Widening Project

This Cooperative Agreement ("AGREEMENT") is entered into as of June 12, 2025 ("EFFECTIVE DATE"), by and between the East Contra Costa Regional Fee and Financing Authority ("ECCRFFA"), a joint exercise of powers agency organized as a separate entity by the cities of Antioch, Brentwood, Oakley, and Pittsburg and the County of Contra Costa, and the City of Pittsburg ("CITY"), a municipal corporation (ECCRFFA and the CITY are sometimes collectively referred to as the "PARTIES," and each as a "PARTY").

RECITALS

A. ECCRFFA and the CITY desire to enter into this AGREEMENT to define a framework to enable the two PARTIES to work cooperatively in developing transportation improvements for the Pittsburg-Antioch Highway Widening Project ("PROJECT") in Contra Costa County. The PROJECT is more particularly described in Exhibit A.

B. The members of ECCRFFA signed a Joint Exercise of Powers Agreement ("ECCRFFA JEPA") pertaining to the Regional Transportation Development Impact Mitigation ("RTDIM") Fee in East Contra Costa County. ECCRFFA adopted the East Contra Costa Regional Fee Program Update on June 13, 2024, which added the PROJECT to the RTDIM Fee Program.

C. The PROJECT will receive ECCRFFA funding, in accordance with the fifth amendment to the ECCRFFA JEPA, dated October 22, 2024 ("FIFTH JEPA AMENDMENT"). The ECCRFFA Strategic Plan, approved on June 12, 2025, ("STRATEGIC PLAN") commits to providing an ECCRFFA RTDIM fee contribution of the regional share of the following PROJECT costs: PROJECT-related consultant/contractor costs related to the design and construction phases (together, the "ELIGIBLE PROJECT COSTS").

D. The CITY is managing the environmental, design and construction processes for the PROJECT within the CITY. The CITY will seek ECCRFFA funding for ELIGIBLE PROJECT COSTS that the CITY incurs, in accordance with Exhibit C. Subject to the STRATEGIC PLAN and the requirements of this AGREEMENT, the CITY will request those funds, and ECCRFFA will consider authorizing those funds, for specific ELIGIBLE PROJECT COSTS that the CITY incurs.

NOW, THEREFORE, in consideration of the foregoing, ECCRFFA and the CITY do hereby agree as follows:

Section I.

CITY AGREES:

1. To submit to ECCRFFA requests for appropriation of funds to pay ELIGIBLE PROJECT COSTS for the construction phase of the PROJECT. Each request for appropriation must detail the PROJECT scope, schedule, and proposed funding plan, and shall meet the requirements in Exhibit C. The CITY shall deliver each request for appropriation to ECCRFFA at least sixty (60) days before the funds are needed. The CITY's submittal of a funding request, and ECCRFFA's approval of a funding resolution under Section II.1., does not guarantee RTDIM funds will be available to satisfy the CITY's funding request. ECCRFFA's obligations under any funding resolution are subject to the conditions more particularly described in Section II.1.

2. To apply any funds received under this AGREEMENT to the ELIGIBLE PROJECT COSTS consistent with the terms and conditions specified in the funding resolution approved by ECCRFFA.

3. To allow ECCRFFA to audit all expenditures relating to the PROJECT funded through this AGREEMENT. For the duration of the PROJECT, and for three (3) years following completion of the PROJECT, or earlier discharge of this AGREEMENT, CITY will make available to ECCRFFA and its agents and auditors all records relating to PROJECT expenses the CITY incurs in performance of this AGREEMENT.

4. To provide invoices and progress reports to ECCRFFA, consistent with the requirements of Exhibit C, along with the summary of expenditures to date, and to maintain strict accounting of all ELIGIBLE PROJECT COSTS for which future reimbursement will be requested.

5. Each year during the term of this AGREEMENT, to prepare and provide ECCRFFA, within ninety (90) days of the last day of ECCRFFA's fiscal year, a report that itemizes both (a) the expenditure of all funds received from ECCRFFA for ELIGIBLE PROJECT COSTS during the fiscal year for which the report is prepared, and (b) progress to date in CITY's implementation of the PROJECT during the fiscal year for which the report is prepared.

6. To comply with Contra Costa Transportation Authority's ("CCTA") Policy on the Implementation of Measure J Projects (CCTA Resolution 08-13-P) and all other applicable policies that CCTA or ECCRFFA may adopt in the future.

7. To be responsible for evaluating prospective consultants and contractors to be retained by the CITY and, subsequently awarding contracts for the PROJECT-related work contemplated in this AGREEMENT, consistent with this AGREEMENT and any appropriation resolutions adopted by ECCRFFA in the future.

8. Upon ECCRFFA's request, to provide ECCRFFA copies of all executed contracts and other PROJECT documents between the CITY and consultants, contractors, and others involved in the PROJECT. The CITY shall retain all copies of such executed contracts during PROJECT implementation, and for three (3) years following completion of PROJECT, or the earlier discharge of this AGREEMENT under Section III.2.

9. To oversee and manage PROJECT consultant and contractor activities, including responsibility for schedule, budget, and oversight of the services, consistent with the scope of ECCRFFA funding resolutions.

10. If the PROJECT involves any further right-of-way acquisition, to follow the requirements of state law and the Federal Uniform Acquisition and Relocation Assistance Act and, if applicable, to transfer net proceeds, after deducting auditable costs of sales, to ECCRFFA resulting from the sale of excess lands purchased in whole or in part with RTDIM funds, in the same proportion to the net proceeds as the original contribution of such RTDIM funds was to the purchase price of the original parcel.

11. To obtain all permits, licenses, and land rights necessary for construction of the PROJECT.

12. ECCRFFA's contribution of RTDIM funds to the PROJECT under this AGREEMENT shall not exceed the regional component of the PROJECT, as more particularly described in the STRATEGIC PLAN, which may be updated from time to time by ECCRFFA.

Section II.

ECCRFFA AGREES:

1. In response to a CITY request for appropriation of funds for ELIGIBLE PROJECT COSTS, to consider, within 60 days after receiving such request, whether to adopt a funding resolution, provided that notice of cancellation or termination of this AGREEMENT pursuant to Section III.2. has not been given. ECCRFFA, in its sole discretion, may adopt a funding resolution for ELIGIBLE PROJECT COSTS before ECCRFFA actually has RTDIM funds available to pay the CITY for those costs. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted funding resolution is

expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) to provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion. ECCRFFA's contribution of RTDIM funds shall not exceed ELIGIBLE PROJECT COSTS, whenever incurred, in accordance with the STRATEGIC PLAN. Upon ECCRFFA's adoption of a funding resolution providing RTDIM funds for ELIGIBLE PROJECT COSTS under this AGREEMENT, the resolution shall be deemed to be incorporated into Exhibit B and, by this reference, made a part of this AGREEMENT notwithstanding the requirements of Section III.7. Each funding resolution will include additional conditions, if any, and the purpose and timing, or projected timing, for release of RTDIM funds to the CITY for the ELIGIBLE PROJECT COSTS. A chronological listing of appropriation resolutions will be included in and made a part of Exhibit B, which is hereby incorporated into this AGREEMENT and made a part hereof. Exhibit B will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current ECCRFFA overall financial plan for the PROJECT.

2. To provide at least thirty (30) days' advance notice to the CITY if an audit is to be conducted.

3. To provide CITY copies of all future updates of the STRATEGIC PLAN. ECCRFFA shall have sole discretion to revise and update its STRATEGIC PLAN from time to time in the future, to adjust funding commitments for all projects funded with RTDIM funds, provided that ECCRFFA's funding commitment to the PROJECT shall not exceed the ELIGIBLE PROJECT COSTS.

Section III.

IT IS MUTUALLY AGREED:

1. Term: This AGREEMENT will remain in effect until it is discharged, cancelled, or terminated in accordance with Section III.2., excepting only those sections that expressly survive such discharge, cancellation, or termination, as set forth in Section III.14.

2. Discharge: This AGREEMENT shall be subject to discharge as follows:

    a. Except for breach, which is covered in Section III.2(b) below, either PARTY may terminate this AGREEMENT at any time, pursuant to a power created by this AGREEMENT or by law, for causes beyond the control and without the fault or negligence of said PARTY, including any force majeure event, if such causes irrevocably disrupt or render said PARTY's performance impossible under this AGREEMENT. The terminating PARTY shall give written notice of termination under this Section III.2(a) to the other PARTY, specifying both the cause for the termination and the effective date of the termination. Notice of termination under this Section III.2(a) shall be given at least ninety (90) days before the effective date of such termination.

b. This AGREEMENT may be cancelled by a PARTY for breach of any obligation, covenant or condition set forth in this Agreement by the other PARTY, upon notice to the breaching Party. With respect to any breach which is reasonably capable of being cured, the breaching PARTY shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching PARTY diligently pursues cure, such PARTY shall be allowed reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching PARTY. On cancellation, the non-breaching PARTY retains the same rights as a PARTY exercising its right to terminate under the provisions of Section III.2(a) and said cancelling PARTY also retains any remedy for breach of the whole AGREEMENT or any unperformed balance.

c. By mutual written consent of both PARTIES, this AGREEMENT may be terminated at any time.

3. <u>Indemnity:</u> It is mutually understood and agreed, relative to the reciprocal indemnification of ECCRFFA and the CITY:

   a. That neither ECCRFFA, nor any officer, employee, director, agent or subcontractor thereof, shall be responsible for, and the CITY shall fully defend, indemnify, and hold harmless ECCRFFA, its officers, agents, employees, and member agencies against, any damage or liability occurring by reason of anything done or omitted to be done by the CITY, its officers, agents, employees, consultants, or contractors under or in connection with any work, authority, or jurisdiction delegated to the CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully defend, indemnify, and hold ECCRFFA, its officers, agents, employees, and member agencies harmless for any liability imposed for injury, as defined by Government Code Section 810.8, occurring by reason of anything done or omitted to be done by the CITY, its officers, agents, employees, consultants, or contractors under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to the CITY under this AGREEMENT.

   b. That neither the CITY, nor any officer, employee, director, agent or subcontractor thereof, shall be responsible for, and ECCRFFA shall fully indemnify and hold harmless the CITY against, any damage or liability occurring by reason of anything done or omitted to be done by ECCRFFA under or in connection with any work, authority, or jurisdiction delegated to ECCRFFA under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, ECCRFFA shall fully indemnify and hold the CITY harmless from any liability imposed for injury, as defined by

Government Code Section 810.8, occurring by reason of anything done or omitted to be done by ECCRFFA under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to ECCRFFA under this AGREEMENT.

4. Notices: Any notice which may be required under this AGREEMENT shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the PARTIES hereto.

   CITY: City of Pittsburg
   ATTN: City Manager
   65 Civic Avenue
   Pittsburg, CA 94565

   ECCRFFA: ECCRFFA Program Manager
   Contra Costa County Public Works Department
   255 Glacier Drive
   Martinez, CA 94553

5. Recitals: The recitals are true and correct and are incorporated in and a part of this AGREEMENT.

6. Additional Acts and Documents: Each PARTY agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this AGREEMENT.

7. Integration: This AGREEMENT represents the entire agreement of the PARTIES with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the PARTIES except as expressly set forth herein, or in other contemporaneous written agreements.

8. Amendment: This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

9. Independent Agency: ECCRFFA acts under this AGREEMENT as an independent agency. None of ECCRFFA's agents or employees shall be agents or employees of the CITY. The CITY acts under this AGREEMENT as an independent agency. None of the CITY's agents or employees shall be agents or employees of ECCRFFA.

10. Assignment: This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any PARTY without the express written consent of the other PARTY.

11. Binding on Successors: This AGREEMENT shall be binding upon the successors, assignees, and transferees of ECCRFFA and the CITY. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this AGREEMENT other than as provided above.

12. Severability: Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond authority of either PARTY to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect; provided that, the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.

13. Counterparts: This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original.

14. Survival: Notwithstanding anything to the contrary in this AGREEMENT, the following provisions in this AGREEMENT shall survive the cancellation, expiration, discharge, or termination of this AGREEMENT:

    a. As to the CITY:
       Section I.2. (obligation to apply funds to PROJECT)
       Section I.3. (obligation to allow audit and retain records)
       Section I.4. (obligation to provide remaining invoices and progress reports)
       Section I.5. (for the year in which termination occurs only, to prepare an annual report to the ECCRFFA)
       Section I.8. (obligation to provide copies)
       Section I.9. (obligation to continue to manage PROJECT)
       Section I.10. (obligation to reimburse funds on sale of excess land)

    b. As to ECCRFFA:
       Section II.3. (obligation to provide notice of audit)

    c. As to both PARTIES:
       Section III.3. (indemnity obligations)
       Section III.11. (successors, assignees, and transferees)

15. Limitations:

    a. All obligations of ECCRFFA under the terms of this AGREEMENT are expressly subject to ECCRFFA's continued authorization to collect and expend RTDIM fees in East Contra Costa County, as well as the availability of funding, taking into consideration all of the obligations of ECCRFFA under all outstanding contracts, agreements and other obligations of ECCRFFA in connection with funds for such purposes. The availability of RTDIM funds is based on the collection of development fees, which are not a guaranteed revenue stream. If, for any reason, ECCRFFA's right to collect or expend such RTDIM funds is terminated or suspended in whole or part, or if the amount of fees being collected falls short of the projections in the STRATEGIC PLAN, as may be amended from time to time, ECCRFFA shall promptly notify the CITY in writing, and the PARTIES shall consult on a course of action. If, after twenty-five (25) days, a course of action is not agreed upon by the PARTIES, this AGREEMENT shall be deemed terminated by mutual or joint consent.

b. This AGREEMENT does not guarantee that RTDIM funds will be available for the purposes of this AGREEMENT at the time that the CITY requests funds for ELIGIBLE PROJECT COSTS, according to any funding schedule adopted by the CITY, or at the time ECCRFFA adopts a funding resolution. ECCRFFA's adoption, amendment, or revision of the STRATEGIC PLAN also does not guarantee that RTDIM funds will be available according to the projected schedule of availability of funds in the STRATEGIC PLAN, as adopted, amended, or revised.

16. <u>No Third-Party Beneficiaries</u>. Nothing in this AGREEMENT, express or implied, is intended to confer on any person other than the PARTIES and their successors and assigns any rights or remedies by reason of this AGREEMENT.

17. <u>Governing Law; Construction</u>. This AGREEMENT shall be governed and construed in accordance with California law. The section headings and captions of this AGREEMENT are, and the arrangement of this AGREEMENT is, for the sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this AGREEMENT 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 attorneys 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.

18. <u>Waiver</u>. A waiver of breach of any covenant or provision in this AGREEMENT shall not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver shall be valid unless in writing and executed by the waiving PARTY.

The PARTIES have executed this Agreement as of the EFFECTIVE DATE.

CITY OF PITTSBURG	**EAST CONTRA COSTA FEE & FINANCING AUTHORITY**
______________________________	______________________________
Garrett Evans, City Manager	Dale Dennis, Program Manager
Approved as to Form:	Approved as to Form: Thomas L. Geiger, County Counsel
______________________________	______________________________
Donna Mooney, City Attorney	By Stephen M. Siptroth Assistant County Counsel

Attachments

Exhibit A	Description of the Pittsburg-Antioch Highway Widening Project
Exhibit B	Compensation Schedule (Listing of Funding Resolutions)
Exhibit C	Method of Payment

COOPERATIVE AGREEMENT No. 12-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Pittsburg-Antioch Highway Widening Project (Project) (CIP 3039) will consist of widening the Pittsburg-Antioch Highway from Loveridge Road to eastern City limits at Arcy Lane from 2-lanes to 4-lanes. The project will accommodate Class II bicycle lanes where appropriate, sidewalks, and a raised landscaped median with a center storage lane for left turns in front of businesses (2WLTL) where appliable.

COOPERATIVE AGREEMENT No. 12-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG

EXHIBIT B

COMPENSATION SCHEDULE

Chronological Listing of ECCRFFA Fund Appropriation Resolutions

Project Number	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
				0
			TOTAL FUNDS APPRORIATED	0

COOPERATIVE AGREEMENT No. 12-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG

EXHIBIT C

METHOD OF PAYMENT

1. The CITY will submit, no more often than monthly, invoices to ECCRFFA which include all costs of the PROJECT for which RTDIM funds are being requested for the stated time period.

2. The invoice shall include the following information. An invoice shall request ECCRFFA funding for only ELIGIBLE PROJECT COSTS:

   A. ELIGIBLE PROJECT COSTS include the regional share of the Construction-phase costs (i.e., construction and construction management) for the PROJECT. The City share of the ELIGIBLE PROJECT COSTS is 0% and the ECCRFFA share (regional) is 100%.

   B. Invoices should include the following:

      a) A listing of the prime consultant/contractor and any sub-consultant/sub-contractor labor costs, broken out by funding resolution.

      b) An itemized list of all other non-labor costs with identification of the activity to which the expense is chargeable.

      c) The invoice submitted by the CITY should include a copy of the consultant/contractor invoice as backup to the above information.

   C. Certification

      The following statement will be included in each monthly invoice submitted by the CITY: “We hereby certify that the funds requested by the City of Pittsburg are to reimburse the City of Pittsburg for project costs already incurred and have not been included in a previous invoice request.”

   D. Progress reports

      The CITY will submit a progress report that summarizes the activities covered by the invoice.

3. Subject to the provisions of a funding resolution adopted by ECCRFFA's Board of Directors and the requirements of the AGREEMENT, ECCRFFA will process reimbursement to the CITY within sixty (60) calendar days after receipt by ECCRFFA of an invoice, containing all of the information required under item 2 above. ECCRFFA reserves the right to adjust future reimbursements should subsequent review indicate that an invoice includes ineligible costs.

EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

APPROPRIATION RESOLUTION NO. 25/02

A RESOLUTION OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO THE WEST LELAND ROAD EXTENSION PROJECT IN ACCORDANCE WITH COOPERATIVE AGREEMENT NO. 18-25 BETWEEN ECCRFFA AND THE CITY OF PITTSBURG (CITY) FOR THE WEST LELAND ROAD EXTENSION PROJECT

WHEREAS, the East Contra Costa Regional Fee and Financing Authority ("ECCRFFA") Strategic Plan, dated June 12, 2025, ("Strategic Plan") includes $33,380,000 for the West Leland Road Extension Project ("PROJECT"); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 18-25 regarding the funding of the PROJECT; and

WHEREAS, CITY has submitted a Request for Appropriation of Funds ("Request") and an overall financial plan for the PROJECT pursuant to Cooperative Agreement No. 18-25; and

WHEREAS, ECCRFFA's Program Manager has reviewed the Request and has determined that (1) the Request is for Eligible Project Costs, as defined in Cooperative Agreement No. 18-25, and (2) the request is consistent with the most recent ECCRFFA Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY, AS FOLLOWS:

RESOLVED, that the Request is consistent with the Strategic Plan and Cooperative Agreement No. 18-25; and

RESOLVED, that the scope of work and conditions set forth in Attachment A of this RESOLUTION, which is incorporated herein as set though set forth at length, are hereby approved; and

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 18-25, but, unless ECCRFFA determines additional funds are available, not to exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Strategic Plan; and

RESOLVED, that this appropriation shall expire on October 31, 2029; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 18-25, an updated copy of which is attached as Attachment B to this RESOLUTION. Exhibit B in the Cooperative Agreement is replaced with new Exhibit B attached hereto as Attachment B.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held the 12th day of June, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

____

Secretary or Designee

ATTACHMENT A

EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/02

Date: June 12, 2025

Amount of Funds: $33,380,000

Appropriated to: City of Pittsburg

Specific Project: West Leland Road Extension Project located within the City of Pittsburg (Project)

Appropriated For: Design and Construction Phase Costs for Project.

Scope of Work: Design and Construction Phases

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted funding resolution is expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion.
2. ECCRFFA regional share of the Project Design and Construction Phase Costs is 100% of the actual Construction Phase Costs and may be more or less than the allocation of $33,380,000. If the costs come in higher than $33,380,000, the City of Pittsburg would need to return to ECCRFFA to request additional funding.
3. ECCRFFA's obligations under this funding resolution are subject to the terms and conditions of Cooperative Agreement No. 18-25.

Staff Comments: None

ATTACHMENT A

EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/02

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire West Leland Road Extension Project (ECCRFFA's Strategic Plan currently in effect):

Period	Amount
FY 2025/26	$33,380,000
Total	**$33,380,000**
Total Authorization to Date:	
Total funds appropriated to date under Cooperative Agreement No. for the Project, including this appropriation, are $33,380,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/02
Coop Agreement No:	18-25
Project Sponsor:	City of Pittsburg
Resolution Amount:	$33,380,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/02

COOPERATIVE AGREEMENT No. 18-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF PITTSBURG

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
West Leland Road Extension Project	25/02	6/12/2025	$33,380,000	$33,380,000

TOTAL FUNDS APPROPRIATED:	$33,380,000

APPROPRIATION RESOLUTION NO. 25/03

A RESOLUTION OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO THE PITTSBURG-ANTIOCH HIGHWAY WIDENING PROJECT IN ACCORDANCE WITH COOPERATIVE AGREEMENT NO. 12-25 BETWEEN ECCRFFA AND THE CITY OF PITTSBURG (CITY) FOR THE PITTSBURG-ANTIOCH HIGHWAY WIDENING PROJECT

WHEREAS, the East Contra Costa Regional Fee and Financing Authority ("ECCRFFA") Strategic Plan, dated June 12, 2025, ("Strategic Plan") includes $38,080,000 for the Pittsburg-Antioch Highway Widening Project ("PROJECT"); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 12-25 regarding the funding of the PROJECT; and

WHEREAS, CITY has submitted a Request for Appropriation of Funds ("Request") and an overall financial plan for the PROJECT pursuant to Cooperative Agreement No. 12-25; and

WHEREAS, ECCRFFA's Program Manager has reviewed the Request and has determined that (1) the Request is for Eligible Project Costs, as defined in Cooperative Agreement No. 12-25, and (2) the request is consistent with the most recent ECCRFFA Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY, AS FOLLOWS:

RESOLVED, that the Request is consistent with the Strategic Plan and Cooperative Agreement No. 12-25; and

RESOLVED, that the scope of work and conditions set forth in Attachment A of this RESOLUTION, which is incorporated herein as set though set forth at length, are hereby approved; and

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 12-25, but, unless ECCRFFA determines additional funds are available, not to exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Strategic Plan; and

RESOLVED, that this appropriation shall expire on February 28, 2030; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 12-25, an updated copy of which is attached as Attachment B to this RESOLUTION. Exhibit B in the Cooperative Agreement is replaced with new Exhibit B attached hereto as Attachment B.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held the 12th day of June, 2025, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

Attest:

____

Secretary or Designee

ATTACHMENT A

EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/03

Date: June 12, 2025

Amount of Funds: $38,080,000

Appropriated to: City of Pittsburg

Specific Project: Pittsburg-Antioch Highway Widening Project located within the City of Pittsburg (Project)

Appropriated For: Design and Construction Phase Costs for Project.

Scope of Work: Design and Construction Phases

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted funding resolution is expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion.
2. ECCRFFA regional share of the Project Design and Construction Phase Costs is 100% of the actual Construction Phase Costs and may be more or less than the allocation of $38,080,000. If the costs come in higher than $38,080,000, the City of Pittsburg would need to return to ECCRFFA to request additional funding.
3. ECCRFFA's obligations under this funding resolution are subject to the terms and conditions of Cooperative Agreement No. 12-25.

Staff Comments: None

ATTACHMENT A

EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/03

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire Pittsburg-Antioch Highway Widening Project (ECCRFFA's Strategic Plan currently in effect):

Period	Amount
FY 2025/26	$38,080,000
Total	**$38,080,000**
Total Authorization to Date:	
Total funds appropriated to date under Cooperative Agreement No. for the Project, including this appropriation, are $38,080,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/03
Coop Agreement No:	12-25
Project Sponsor:	City of Pittsburg
Resolution Amount:	$38,080,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/03

COOPERATIVE AGREEMENT No. 12-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF PITTSBURG

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
Pittsburg-Antioch Highway Widening Project	25/03	6/12/2025	$38,080,000	$38,080,000

TOTAL FUNDS APPROPRIATED:	$38,080,000

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 Manager to Execute a Contract for Temporary Landscape Maintenance Assistance

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The Public Works Department effectively maintains the City's high-visibility roads and labor-intensive landscape areas by utilizing a landscape contractor. This crucial partnership ensures these areas remain safe, attractive, and well-maintained. This resolution seeks to authorize the City Manager to execute a contract with Allied Landscape Services, Inc. (Allied) for continued landscape maintenance assistance in the City's medians and rights-of-way.

FISCAL IMPACT

No new funds are requested. The landscape maintenance assistance contract is funded in Project 1756 - Landscape Maintenance Master Plan (LMMP). This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a General Services Agreement with Allied in the amount of $198,000 for landscape maintenance assistance for a period of one year.

BACKGROUND

The Public Works Department is responsible for maintaining all City facilities and infrastructure, including medians and rights-of-way. In 2020, the City Council adopted the Landscape Maintenance Master Plan (LMMP) to provide a comprehensive vision and guide for prioritizing landscaping projects across parks, medians, and City rights-of-way.

Recognizing the ongoing challenges of a reduced labor force, budget constraints, and limited weed control methods, the Public Works Department received $1.5 million in General Fund Surplus during Fiscal Year 2022/23. This funding was critical for implementing LMMP projects and securing continued landscape maintenance contracts. External contractors have proven essential in supplementing City crews, especially for high-visibility roads and labor-intensive areas during peak growing seasons. This approach not only ensures these areas remain safe, beautiful, and well-maintained but also allows City crews to focus on maintenance-reducing projects, yielding long-term savings. As of 2025, these factors continue to influence our maintenance operations, making external support a vital component of our success.

The current landscape maintenance assistance contract expires on June 30, 2025.

SUBCOMMITTEE FINDINGS

The landscape contract in this staff report was not discussed in a subcommittee.

STAFF ANALYSIS

Public Works solicited proposals from several qualified landscape contractors through a Request for Proposal (RFP) process. A total of two companies submitted responses to the RFP. Allied was selected for the overall best value of services. Allied offers competitive pricing and has provided satisfactory landscape services for the City for several years.

ATTACHMENTS: Resolution
Bid Results
Contract

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing Execution of a Contract)
For Landscape Maintenance) RESOLUTION NO. 25-
Assistance)

WHEREAS, the Public Works Department is responsible for the care and maintenance of City facilities and infrastructure, including routine and emergency maintenance of medians and rights-of-way throughout the City; and

WHEREAS, staff retains a landscape contractor to assist maintenance crews during peak weed and plant growing season on high visibility roads and labor-intensive areas throughout the City to keep these areas safe, beautiful, and in good condition; and

WHEREAS, in May 2025, staff solicited and received proposals for landscape maintenance services and Allied Landscape Services, Inc. was selected for the overall best value of services; and

WHEREAS, the current contract for landscape maintenance assistance expires on June 30, 2025; and

WHEREAS, sufficient funds are available within the Project 1756 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a General Services Agreement for temporary landscape maintenance assistance for a period of one year with Allied Landscape Services, Inc. for an amount not to exceed $198,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of June 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

City of Pittsburg

Landscape Maintenance Assistance Throughout FY 25/26

LM52325 - Results

Company	Cost per Day	Annual Cost	Spraying Cost
Allied Landscape Services	$ 1,605.00	$ 176,550.00	$ 7,725.00
Padilla Landscape Group	$ 1,607.20	$ 176,792.00	$ 7,749.00
Liaison Landscapes	No Response		
Pacific Coast Landscape	No Response		
Frank and Grossman	No Response		

Results as of 5/23/25

GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
ALLIED LANDSCAPE SERVICES, INC.
LM52325

THIS Agreement ("Agreement") for general services is made by and between the City of Pittsburg ("City") and Allied Landscape Services, Inc., a California Corporation ("Service Provider") (together referred to as the "Parties") as of July 1, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide to City the services described in the Scope of Services 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 June 30, 2026 or the date the Service Provider 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. Service Provider shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Service Provider is engaged.

1.3 Assignment of Personnel. Service Provider 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 Service Provider performs services in accordance with the Standard of Performance, Service Provider shall, immediately upon receiving City's request, reassign such persons.

1.4 Time. Service Provider 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 Service Provider's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Service Provider a sum not to exceed **one hundred ninety-eight thousand dollars exactly ($198,000),** as set forth in Exhibit B, 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 Service Provider, but is merely a limit of potential City expenditures under this Agreement.

Service Provider and City acknowledge and agree that compensation paid by City to Service Provider under this Agreement is based upon Service Provider's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Service Provider. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Service Provider 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.** Service Provider 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 Service Provider and each employee, agent, and subcontractor of Service Provider performing services hereunder;
- The Service Provider'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.** Service Provider shall submit its final invoice within 60 days of completing its services. Service Provider's failure to submit its final invoice within this 60 day period shall constitute Service Provider's waiver of any further billings to, or payments from, City.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 **Payment of Taxes.** Service Provider 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 Service Provider 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, Service Provider 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, Service Provider, 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 Service Provider's bid or proposal. Service Provider shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 **Workers' Compensation.** Service Provider 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 Service Provider 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 Service Provider 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.** Service Provider, 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 Service Provider 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 Service Provider, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Service Provider. Coverage can be provided in the form of an endorsement to the Service Provider’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 Service Provider’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 Service Provider’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. Service Provider 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.** Service Provider, 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 Service Provider'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, Service Provider 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.** Service Provider 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 Service Provider 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.** Service Provider hereby agrees to waive subrogation which any insurer or contractor may require from Service Provider by virtue of the payment of any loss. Service Provider 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 Service Provider, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Service Provider 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 Service Provider 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 Service Provider maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Service Provider.

4.5 **Remedies.** In addition to any other remedies City may have if Service Provider 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 Service Provider to stop work under this Agreement and withhold any payment that becomes due to Service Provider hereunder until Service Provider demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND SERVICE PROVIDER'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 Service Provider or any employee, agent, or subcontractor of Service Provider 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, Service Provider shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Service Provider 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 SERVICE PROVIDER.

6.1 <u>Independent Contractor.</u> At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City.

6.2 <u>Service Provider Not an Agent.</u> Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 <u>Governing Law.</u> The laws of the State of California shall govern this Agreement.

7.2 <u>Compliance with Applicable Laws.</u> Service Provider and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Service Provider 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 <u>Licenses and Permits.</u> Service Provider represents and warrants to City that Service Provider 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, Service Provider and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 <u>Nondiscrimination and Equal Opportunity.</u> Service Provider 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 Service Provider under this Agreement. Service Provider 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 Service Provider thereby.

7.5 **Registration and Monitoring.** Service Provider shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a) or the exemption set forth in section 1771.1(n). Additionally, Service Provider is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Service Provider and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Service Provider or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Service Provider and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

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 Service Provider. In the event of termination, Service Provider shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Service Provider delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Service Provider or prepared by or for Service Provider 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 Service Provider recognize and agree that this Agreement contemplates personal performance by Service Provider and is based upon a determination of Service Provider'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 Service Provider. Service Provider may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Service Provider 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 Service Provider, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Service Provider.** If Service Provider 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 Service Provider pursuant to this Agreement;

8.5.3 Retain a different service provider to complete the work described in Exhibit A not finished by Service Provider; or

8.5.4 Charge Service Provider 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 Service Provider pursuant to Section 2 if Service Provider 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 Service Provider'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 Service Provider prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Service Provider 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 Service Provider'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 Service Provider 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 Service Provider without prior written approval of City.

9.2 **Service Provider's Books and Records.** Service Provider 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 Service Provider 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.** Service Provider may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Service Provider in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Service Provider 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.** Service Provider 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.

Service Provider :	Allied Landscape Services, Inc. 7969 Las Positas Road Livermore, CA 94551 k.doyle@contactallied.com
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 Exhibits A and B represents the entire and integrated agreement between City and Service Provider and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibits, and Service Provider's proposal, the Agreement shall control To the extent there are any inconsistences between the Exhibits and the Service Provider's Proposal, the Exhibits shall control.

Exhibit A	Scope of Services
Exhibit B	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 **<u>No Third Party Beneficiaries.</u>** 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

____
Garrett Evans, City Manager

ALLIED LANDSCAPE SERVICES, INC

DocuSigned by:
Katie Doyle
____
Katie Doyle, Business Development Manager

Approved as to Form:

____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Service Provider (also referred to as "Contractor") shall perform the following: Provide temporary landscape median and right of way maintenance service on a weekly basis for areas as outlined in the maps attached beginning July 1, 2025 through June 30, 2026. There will be approximately 110 total service days during the duration. The project is located on major thoroughfares throughout Pittsburg. The scope of work includes, but is not limited to:

- Provide a 4-person crew approx. 2 to 3 days per week from July 1, 2025 through June 30, 2026
- Provide an additional staff member dedicated to applying pre-emergent and/or post-emergent herbicide in parks, medians and rights-of-way (as directed) for at least 4 weeks out of the year (2 weeks in Spring, 2 weeks in Fall)
- Pruning and trimming vegetation/small trees.
- Picking up any and all litter/debris in the respective area.
- Spreading/replenishing bark (material provided by City).
- Minor irrigation repairs (if directed).
- Planting any missing trees, shrubs, and groundcover (if directed).
- Some cleanup of park areas may be included.
- Dumping generated green waste at City contracted transfer station.
- Bi-weekly reports of completed work via email

Note: A 4-person crew must be present for 90-95% of days in the contract.

Service Provider's crew shall work as directed in the medians and landscape rights-of-way throughout the City of Pittsburg, including spraying. When spraying, at least one crew member shall be dedicated to spraying herbicide, or an additional crew member shall be added when spraying. Crew member spraying must be label-trained at a minimum.

Landscape Maintenance Services- Technical Specifications

1) EQUIPMENT & SUPPLIES: Contractor agrees to provide and maintain all equipment required to perform the above services. The contractor's equipment is always to be of top quality and in good working order. If the City or its designee requests replacement equipment due to poor quality or performance the contractor will replace the equipment at his/her own expense as soon as possible.

2) CUSTOMER SERVICE & QUALITY ASSURANCE: Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may at its discretion terminate the contract early and move to another responsible Proposer if the City is not happy with the productivity, efficiency, services or communication supplied by the contractor. All complaints about services rendered will be processed by the Assistant Director of Public Works or designee/s.

3) HOURS OF OPERATION: The Contractor shall have a representative available to meet with City of Pittsburg personnel during the normal City working hours, which are 7:00 a.m. to 3:30 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. There is no construction noise prior to 7:00 am. Hours can be adjusted based on work locations.

4) TIME & LOCATIONS: The Contractor shall quote an 8 hour workday. The '8 hours' starts at the job site. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. The City of Pittsburg will reserve the right to make the sole judgment on productivity and efficiency.

5) CITY WILL PROVIDE:

a) Inspection – The City's representative will answer questions and inspect work for contract compliance.
b) Direction and Quality Control – The City's representative will lay out areas of work (see maps) and answer questions as to the type of detailed maintenance/trimming and ground preparation for replanting/irrigations repairs if desired.
c) Plant Material – The City will provide all plant material including soil amendments and bark needed to replace dead or missing plants and trees.
d) Irrigation Supplies- City will provide sprinkler heads, sprinklers, irrigation tubing, and risers as needed.
e) Notice – The City shall give a 72-hour notice for the start of work and do its best to lay out a schedule so that the contractor has an idea of the length of time the crew will be utilized.
f) Disposal Site – The City will provide to the contractor, a disposal site in the City of Pittsburg.

CONTRACTOR WILL PROVIDE THE FOLLOWING:

6) CREW

a) A safe, motivated and skilled minimum 4-person crew / team capable of productively pruning and trimming vegetation in a highly efficient and productive manner.
b) A crew capable of efficiently and professionally planting missing trees, shrubs, and ground cover including any soil preparation and amendments needed prior to planting.
c) A crew capable and trained to apply necessary pre-emergent herbicide prior to spreading bark.
d) A crew capable of performing minor irrigation repairs such as changing out sprinkler heads, sprinklers, and minor irrigation tubing repairs.

e) Crew to also pick up any and all litter/debris in the respective area unless otherwise directed.
f) Contractor to ensure all state, federal and OSHA safety regulations are met including but not limited to cold drinking water, shade and rest periods.
g) The crew is estimated to work approximately 8 hours per day 2 or 3 days per week throughout the year.
h) Dedicated staff member for spraying weeds in the spring and in the fall. To be arranged with City Staff
i) Saturday work is on an as needed basis; availability is required.
j) When spraying outside of dedicated weeks in fall and spring, one member of the crew on site at a minimum must be label trained.

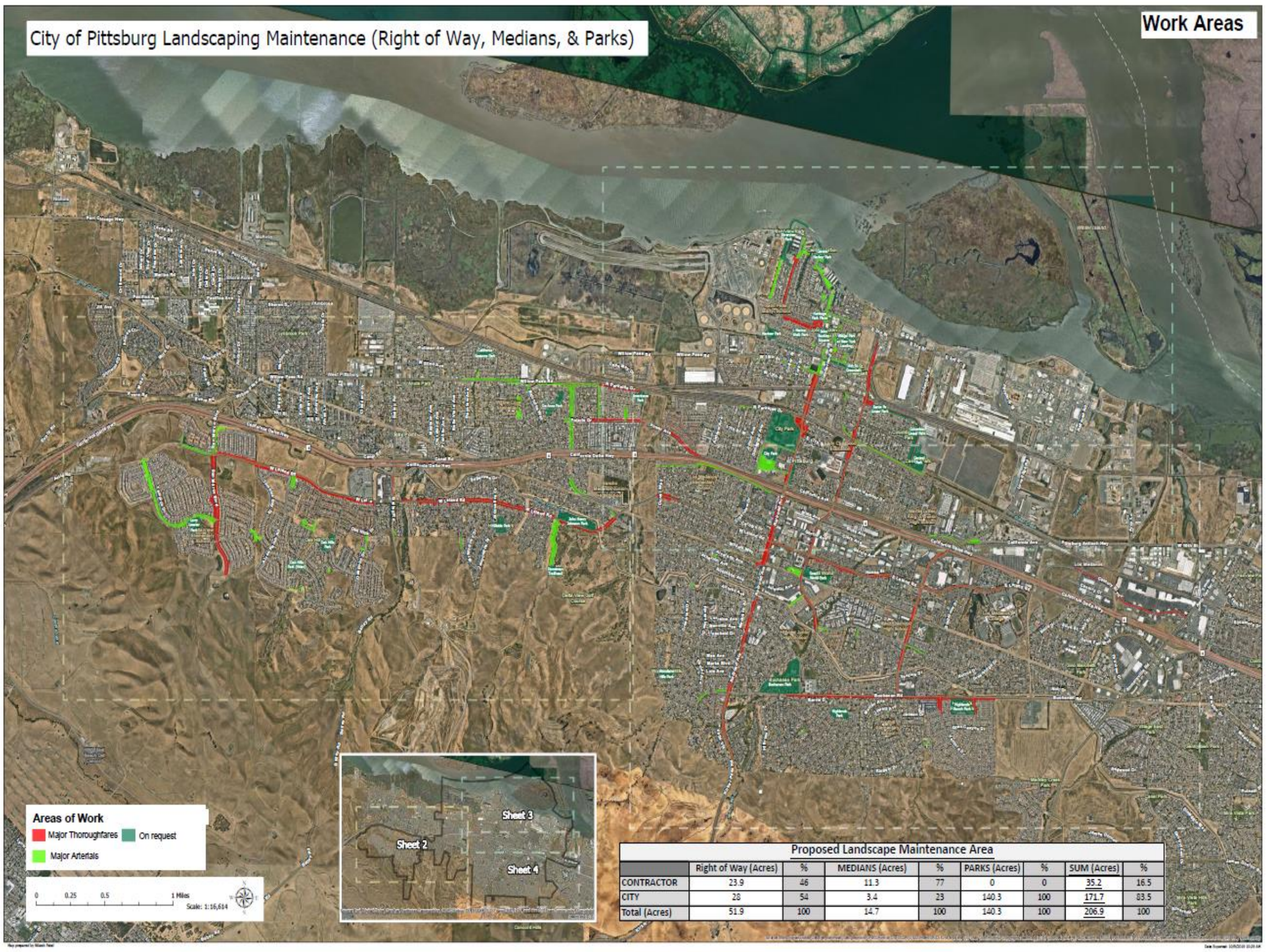
7) EQUIPMENT – The following equipment is examples and quality that shall be used by contractor performing maintenance:
a) Commercial grade string trimmers or weed whackers.
b) Engine Powered Rear Tine Roto-Tiller 8 hp minimum.
c) Commercial grade gas powered trimmers: pole hedge trimmers and short trimmers.
d) Commercial grade blower.
e) 6-yard (minimum size) dump truck or a truck and 6 cubic yard (minimum size) hydraulic dump trailer in place of a 6 yard (minimum size) dump truck.
f) Commercial chainsaws (have onsite and available if needed).
g) Rakes, shovels, brooms, etc., as needed to complete the task.
h) CalTrans/MUTCD approved arrow boards, traffic signs, etc.

8) HERBICIDE - The contractor will provide a trained pesticide applicator to apply any necessary pre-emergent herbicide. Contractor is to supply the herbicide and is responsible for the safe application and reporting of any pesticide use to the Contra Costa Department of Agriculture and or California Department of Pesticide Regulation. Contractor to quote for the cost of pre-emergent herbicide materials at a per square foot rate under the heading “Pre-Emergent Herbicide Materials Rate Per Square Foot” of the proposal submittal.

9) COMMUNICATION –
a) At least one crew member must be able to communicate with City staff both verbally and in writing and be available via cell phone during working hours.
b) Record and submit in writing to City staff amount of green waste removed from job in either weight or volume
c) Bi-weekly reports of completed work via email and report any major issues noted by crew

10) SAFETY – Contractor is responsible for all onsite safety and traffic control (required). Additionally, items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), federal, state and local requirements, in addition to requirements of appropriate safety standard organizations.

a) Workers to wear reflective vests at all times.
b) Vehicles must be clearly labeled with company name and vehicles numbers.
c) All lane street closures must comply with CalTrans regulations and specifications; including but not limited to signs, taper length and devices. Unsatisfactory traffic control will not be tolerated and may be cause for immediate job shutdown or dismissal from contract.
d) Contractor must possess an approved traffic control plan at all times. Traffic control plan must be discussed and approved by City representative prior to beginning work.
e) Minimum of 50 (more may be required) 28-inch cones
f) A qualified traffic control trained employee must be on site when traffic control is necessary



	Right of Way (Acres)	%	MEDIANS (Acres)	%	PARKS (Acres)	%	SUM (Acres)	%
CONTRACTOR	23.9	46	11.3	77	0	0	35.2	16.5
CITY	28	54	3.4	23	140.3	100	171.7	83.5
Total (Acres)	51.9	100	14.7	100	140.3	100	206.9	100

EXHIBIT B

COMPENSATION SCHEDULE

LANDSCAPE MAINTENANCE CREW (Minimum 4-Person Crew)
8 Hours Per Day, 2 to 3 Times Per Week (weather, holiday and season permitting)

Cost per 8-hour day: $1,605

Cost per month: $14,712.00

Total annual maintenance cost: $176,550

Dedicated staff for herbicide treatment (4 weeks/year): $7,725.00

Pre-Emergent Herbicide Materials Rate per Square Foot: $.012

Total cost of work NOT TO EXCEED $198,000

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.

ALLIED LANDSCAPE SERVICES, INC.

By: DocuSigned by: Katie Doyle

Title: Business Development Manager

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for International Brotherhood of Electrical Workers (IBEW) Local 1245 for the Period July 1, 2025 through June 30, 2028

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The City of Pittsburg and International Brotherhood of Electrical Workers (IBEW) Local 1245 are proposing terms and conditions of employment for the IBEW, Local 1245 for the period of July 1, 2025, through June 30, 2028 (Contract Period).

FISCAL IMPACT

The total net impact to Island Energy's Fund 580 in Fiscal Year 2025/26 is approximately $95,000 and will be reflected in the budget. The costs associated with the terms and conditions for the remaining fiscal years of the Contract Period will be budgeted accordingly in future fiscal years.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution approving the tentative agreement between the City and IBEW, Local 1245 for the Contract Period, authorizing the City Manager to prepare and execute a successor Memorandum of Understanding (MOU), and authorizing corresponding budget appropriations, expenditures, and funding to be incorporated into the budget for Fiscal Years 2025/26, 2026/27, and 2027/28.

BACKGROUND

The City and IBEW, Local 1245 started negotiation sessions in April 2025 to develop a successor MOU and after meeting numerous times to discuss proposals surrounding the upcoming contract term, wages and other contract items, have reached a tentative agreement on the terms and conditions of employment that provides for a three-year contract, cost of living adjustments (COLAs) each year, and an amendment to the contract terms regarding winter closure, recognition of holidays, overtime compensation, removal of

COVID leave references from the MOU, expansion of vacation buy-back Citywide allocation and memorialization of the side letter agreements on stand-by-pay and recognition of classifications within the bargaining unit. The IBEW, Local 1245, most recent MOU expires June 30, 2025.

The IBEW, Local 1245 membership ratified the parameters of the tentative agreement package on May 13, 2025.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The term of the agreement between IBEW, Local 1245, covers Utility Maintenance Workers, Utility Line Workers, Utility Technicians and Lead Utility Technician of the Pittsburg Power Company/Island Energy.

Major terms of the agreement are as follows:

- Three year term: July 1, 2025 through June 30, 2028
- Cost of Living Salary Increase of 2% beginning the first pay period following July 1, 2025
- Cost of Living Salary Increase of 2% the first pay period following July 1, 2026
- Cost of Living Salary Increase of 2% the first pay period following July 1, 2027
- Market equity adjustments of 5% effective the first pay period following July 1, 2025, July 1, 2026 and July 1, 2027
- Changes to overtime and compensatory time in order to align with industry standards
- Memorializing the side letter agreement regarding stand-by pay
- Other non-economic items to provide clarity in the agreement

Additionally, if during the term of the MOU, the City agrees through the meet and confer process to more favorable terms regarding Cost of Living Adjustments (COLAs) with any other labor organization in a new MOU (not currently one in existence), the City will grant those more favorable terms to all represented employees covered by the MOU.

The terms and conditions of the tentative agreement include the following amendments to the draft MOU:

1) Recognition (Section 1 & Appendix A)
2) Term (Section 2)
3) Winter Closure (Section 4)
4) Salaries (Section 4)
5) Standby Shift (Section 6)
6) Vacation Buy-Back (Section 7)
7) Sick Leave (Section 8)
8) Holidays (Section 9)
9) Disciplinary Action (Section 14)
10) Overtime (Section 17)

Should the City Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

ATTACHMENTS: Exhibit A – Comprehensive Tentative Agreement between the City of Pittsburg and IBEW, Local 1245 Union
Resolution

Report Prepared By: Jennifer Brizel, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Terms and Conditions of Employment for IBEW Union, Local 1245 for the Period of July 1, 2025 Through June 30, 2028	))))	RESOLUTION NO. 25-

WHEREAS, the most recent Memorandum of Understanding (MOU) between the City of Pittsburg and the International Brotherhood of Electrical Workers (IBEW) Local 1245, expires on June 30, 2025; and

WHEREAS, after meeting numerous times to discuss proposals surrounding the upcoming contract term, wages and other contract concerns, the City and IBEW have reached a tentative agreement on the terms and conditions of employment; and

WHEREAS, staff recommends a three-year contract term, cost of living and equity adjustments each year, and amendment to the contract terms regarding holidays, vacation buy-back and overtime compensation as well as other non-economic items; and

WHEREAS, City representatives and the duly appointed representatives IBEW, Local 1245 have met and conferred in accordance with Section 3500 et seq. of the California Government Code; and

WHEREAS, the membership of the IBEW, Local 1245 ratified the tentative agreement, attached as Exhibit A to the Staff Report, on May 13, 2025; and

WHEREAS, upon adoption of this Resolution, the City Manager and staff will prepare a successor MOU that incorporates the agreed upon terms and conditions.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the tentative agreement between the City and IBEW, Local 1245 for the period of July 1, 2025 through June 30, 2028, authorizes the City Manager to prepare and execute a successor MOU, and authorizes corresponding budget appropriations, expenditures, and funding to be incorporated into the budget for Fiscal Years 2025/26, 2026/27, and 2027/28.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of June 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

____
Jelani Killings, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

IBEW 1245 PROPOSAL TO ISLAND ENERGY/CITY OF PITTSBURG
PRESENTED ON: 4/02/2025

Union Proposal No.: 1

Article/Section: Proposal to amend Article/Section 2 Term to reflect a multiyear agreement to be determined based on the parties' ability to negotiate Article 4 Salaries.

2. Term

This Memorandum of Understanding shall be in effect July 1, ~~2022~~2025, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including June 30, ~~2025~~ 2028 and shall continue thereafter from year to year unless during the thirty (30) day period beginning February 15, ~~2025~~ 2028 or February 15 of any subsequent year either party has delivered written notice to the other of its desire to amend, modify, or terminate this Memorandum of Understanding. Unless mutually agreed to otherwise, negotiations for a successor Memorandum of Understanding shall begin no later than thirty (30) days subsequent to the delivery of such notification.

Tentatively Agreed to by the Parties

For the City:

Date 5/13/2025

For Local 1245:

Mark T Wilson Date 05/07/2025

Union Proposal No.: 2.1

Article/Section: Proposal to amend Article/Section 4A Salaries

4.

A. ~~Beginning on July 5, 2015, the City implemented a 40-hour unpaid "Winter Closure" accomplished by a one point nine two five percent (1.925%) reduction in pay (1.54 hours per pay period).~~

~~Effective the first full pay period following the later of City Council adoption or July 1, 2022, the 1.925% deduction will cease and the City will no longer deduct 1.54 hours per pay period.~~

Beginning with the 2022-23 Fiscal Year, the Winter Closure, will occur as follows. Non-essential City operations will be closed to the public between the Christmas and New Year's Day holidays. However, the City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. Employees will be encouraged to take time off, however, it will not be a requirement. Employees electing to take time off may choose to take vacation, compensatory time, floating holiday time or unpaid time during the closure period. The use of unpaid leave during winter closure time will not negatively impact the employee's qualification for paid holidays (e.g., December 25 or January 1); or qualification for City-paid health benefits. However, additional paid leaves do not accrue during unpaid leave time.

Employees who choose to work on a City closure day may be assigned to perform duties outside of their normal job duties. Any assigned duties must be reasonable in nature

Tentatively Agreed to by the Parties

For the City:

______________________ **Date** 4/9/2025

For Local 1245:

______________________ **Date** 4/9/2025

Al 2ee

Accept 4/9/2025

4/9/2025

IBEW 1245 PROPOSAL TO ISLAND ENERGY/CITY OF PITTSBURG
PRESENTED ON: 4/02/2025

Union Proposal No.: 3

Article/Section: Proposal to amend Article/Section 6.2 Standby Shift

6.2 Standby Shift

In order to provide emergency service during evenings, weekends, and holidays, IBEW Local 1245 agrees that employees shall make themselves available to respond to emergency calls.

The employee scheduled for standby shall be compensated at the rate of two (2) hours at their straight time regular rate of pay for each weekday on standby. and three (3) hours at the straight time regular rate of pay for each Saturday, Sunday and Island Energy paid holiday. Employees will normally be assigned standby in full week increments which begin at the end of the employee's Thursday shift (standby shift). However, employees may voluntarily agree to share a standby shift and each employee will be paid based on days on standby.

An employee on standby receives an additional eight (8) straight time hours of compensatory time off when on standby on Thanksgiving Day or Christmas Day.

~~In order to provide emergency service during evenings, weekends, and holidays, IBEW Local 1245 agrees that employees shall make themselves available to respond to emergency calls.~~

~~The employee scheduled for standby shall receive $78.57 for each day on standby. Employees will normally be assigned standby in full week increments which begin at the end of the employee's Thursday shift (standby shift). However, employees may voluntarily agree to share a standby shift and each employee will be paid based on the number of days on standby.~~

~~An employee on standby receives an additional eight (8) hours of compensatory time off at their regular rate of pay when on standby on Thanksgiving Day or Christmas Day.~~

~~Effective October 1, 2022, this Memorandum of Understanding shall reopen on the issues of Standby Pay. Parties will meet to study and evaluate the current labor market for IBEW Local 1245 represented classifications with regards to standby pay and overtime pay. The Parties will review IBEW Local 1245's 6/21/22 proposals on these issues to determine whether to modify either the standby or overtime provisions of the MOU. Any changes will be by mutual agreement only.~~

IBEW 1245 PROPOSAL TO ISLAND ENERGY/CITY OF PITTSBURG
PRESENTED ON: 4/02/2025

Union Proposal No.: 3.1

Article/Section: Proposal to amend Article/Section 9.1 Holidays

9.1 Full-Time Employee Holidays
All regular full-time employees will be entitled to the following fifteen (15) holidays of eight (8) hours each per year:

Day/Date Holiday Name

1. January 1 New Year's Day
2. Third Monday in January Martin Luther King
3. ~~3. February 12 Lincoln's Day~~
4. Third Monday in February Washington's Day
5. March 31 Cesar Chavez Day
6. Last Monday in MayMemorial Day

6. Juneteenth

7. July 4 Independence Day
8. First Monday in September Labor Day
9. Second Monday in October Columbus Day
10. November 11 Veteran's Day
11. Fourth Thursday in November Thanksgiving Day
12. Day following Thanksgiving
13. December 25 Christmas Day
14. Sixteen (16) hours of floating holiday

Tentatively Agreed to by the Parties

For the City: ______________________ **Date** 4/9/2025

For Local 1245: ______________________ **Date** 4/9/2025

IBEW 1245 PROPOSAL TO ISLAND ENERGY/CITY OF PITTSBURG
PRESENTED ON: 4/02/2025

ME
4/9/25
acceptance
4/9

Union Proposal No.: 4

Article/Section: Proposal to amend Article/Section 17 Overtime

17. Overtime

17.1 Payment

The normal workweek for City employees is forty (40) hours in a seven (7) day period. The beginning and end of the work week shall be defined on an individual basis. When an employee has worked in excess of the normal work day or normal workweek, then said employee shall be compensated at the rate of ~~one and one-half~~ two (~~1-1/2~~ 2X) times the regular hourly rate for all such overtime performed by said employee on behalf of the City.

The City shall treat all paid time (excluding holidays), such as but not limited to vacation, sick leave, and compensatory time off, as "time worked" for the purpose of calculating overtime compensation.

~~**Effective June 30, 2023, this Memorandum of Understanding shall reopen on the issues of Overtime. Parties will meet to study and evaluate the current labor market for IBEW Local 1245-represented classifications with regard to double-time overtime and standby pay. The Parties will review IBEW Local 1245's 6/21/22 proposals on these issues to determine whether to modify either the standby or overtime provisions of the MOU. Any changes will be by mutual agreement only.**~~

~~However, in light of labor market conditions involving overtime for Electrical Lineworkers, w~~Whenever a bargaining unit employee performs work which qualifies to be reimbursed by another agency as Mutual Aid/Assistance, the employee will be paid at double time (2X).

[…]

17.6

17.6 Compensatory Time Off (CTO)

Notwithstanding any provisions hereunder contrary, department heads or designees shall be allowed to grant compensatory time off on a ~~time and one-half~~ doubletime (~~1-1/2~~2X) basis subject to the following:

A. At the time of the overtime assignment, the employee shall make his/her election to be paid for said time or have said overtime entered into a compensatory time off account. Once compensatory time is so entered, it cannot be exchanged for pay.

City of Pittsburg and IBEW Local 1245
Successor Agreement Negotiations
Accept – Proposal #5
Distributed at the Bargaining Table – April 9, 2025

1. Recognition

1.1 Association Recognition

The International Brotherhood of Electrical Workers Local Union 1245, hereinafter referred to as "IBEW Local 1245" is the exclusively recognized employee organization for the following positions:

Utility Lead Technician
Utility Lineworker
Utility Maintenance Worker (Electric/Gas)
Utility Technician (Electric/Gas)

Appendix A

The current monthly salary ranges for employees in each classification is:

Effective X/XX/2025

Classification	Step A	Step B	Step C	Step D	Step E
Utility Lead Technician					
Utility Lineworker					
Utility Maintenance Worker					
Utility Technician					

4/9/2025

Me 2 e
5-7-25
5/7/25

City of Pittsburg and IBEW Local 1245
Successor Agreement Negotiations
City Counter Proposal #3
Distributed at the Bargaining Table – May 7, 2025

4. Salaries
Salary ranges for represented classification shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

1. Cost of Living Adjustments:

   A. Effective the first full pay period following the later of City Council adoption or July 1, 2025: 2.0%

   B. Effective the first full pay period following July 1, 2026:2.0%.

   C. Effective the first full pay period following July 1, 2027: 2.0%

   D. If during the term of this Memorandum of Understanding (MOU), the City agrees through the meet and confer process to more favorable terms regarding Cost of Living Adjustments (COLAs) with any other labor organization in a new MOU (not one currently in existence), the City will grant those more favorable terms to all represented employees covered by this MOU.

2. Equity Adjustment:

   A. Effective the first full pay period following the later of City Council adoption or July 1, 2025, members of this unit will receive a 5% equity adjustment.

   B. Effective the first full pay period following July 1, 2026, members of this unit will receive a 5% equity adjustment.

   C. Effective the first full pay period following July 1, 2027, members of this unit will receive a 5% equity adjustment.

Mo Z Wilson
4/9/2025

City of Pittsburg and IBEW Local 1245
Successor Agreement Negotiations
City Proposal #1
Distributed at the Bargaining Table – April 9, 2025

8. Sick Leave

8.1 Sick Leave Accrual

All full-time regular employees shall accrue 3.69 hours sick leave per pay period (twelve days per year), up to a maximum accrued and unused sick leave of two thousand (2,000) hours.

All part-time regular employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each pay period exceed 3.69 hours, nor shall the maximum accrued and unused sick leave balance exceed two thousand (2,000) hours.

Employees may not "borrow" on unearned sick leave. No payment shall be made for accrued and unused sick leave at the time of separation from employment. Upon retirement, unused sick leave is converted to PERS service credit.

8.2 Personal Necessity Leave

An employee may use a maximum of thirty-two (32) hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from his/her work to attend to personal business that cannot be dispensed with during off duty time. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the employee's department head. Personal necessity leave is considered use of sick leave.

8.3 Sick Leave Incentive

A full-time employee who uses no sick leave in any payroll year quarter shall have four (4) hours credited towards vacation, with a maximum accrual during any one (1) year to be sixteen (16) hours.

~~8.4 Sick Leave – COVID-19~~

~~Effective the first full pay period following the City Council's adoption of this agreement, twenty (20) hours of sick leave shall be credited to each unit member's sick leave bank in acknowledgement of the inherent health risks associated with the essential contributions made in this community to help slow the spread of the COVID-19 pandemic.~~

4/9/25

City of Pittsburg and IBEW Local 1245
Successor Agreement Negotiations
City Proposal #2
Distributed at the Bargaining Table – April 9, 2025

7.4

Vacation Buyback

Employees may receive vacation pay in lieu of paid time off, subject to the following limitations. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that "buyback" will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager.

Employees may elect to sell back a maximum of eighty (80) hours of vacation per calendar year. Employees desiring to sell back vacation must file an irrevocable election identifying the number of Vacation Leave hours they will sell back in November (November 1-21) of the tax year preceding the sell back. The election will apply only to Vacation Leave hours accrued in the following tax year. Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that year. Vacation hours bought back shall be paid at the employee's normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay. The City Manager may authorize buyback in excess of the eighty (80) hour limit in urgent and/or emergency situations.

Effective July 1, ~~2014~~ 2025 the total City-wide allocation for the buyback program will be ~~one hundred and sixty thousand~~ two hundred and twenty five thousand dollars ($~~160~~225,000) per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 – 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to two hundred and twenty five ~~one hundred and sixty~~ thousand dollars ($~~160~~225,000~~.00~~) employee will receive, upon the City Manager's approval, payment as noted above. If the total dollar value of the requests exceeds two hundred and twenty five ~~one hundred and sixty~~ thousand dollars ($~~160~~225,000~~.00~~), request hours will be pro-rated and employees paid accordingly. Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

To the extent permitted by law, and so long as there is no negative impact on the Plan's qualified status, individual employees may elect to have payouts of Vacation leave deposited directly into the City's Deferred Compensation Plan. If the employee does not so elect or if the funds cannot lawfully be deposited into the employee's Deferred Compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

4-30-25

4/30/2025

City of Pittsburg and IBEW Local 1245
Successor Agreement Negotiations
City Proposal #3 – Version 2
Distributed at the Bargaining Table – April 23, 2025

14. Disciplinary Action

14.1 Disciplinary Action

Supervisors shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to a written reprimand. In emergency situations supervisors may relieve employees of their duties, pending further action by a department head.

Department heads shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to dismissal from employment.

The City Manager shall be vested with the powers to discipline employees, and for cause, may discipline up to dismissal from employment.

Any proposed disciplinary action greater than a written reprimand requires prior consultation with the Human Resources Director.

The employee shall have the right to request a shop steward, another employee, or bargaining unit representative be present when the employee is called into a meeting that he/she reasonably believes could result in disciplinary action, or where the purpose of the meeting is to propose or impose discipline, or where the purpose of the meeting is to appeal disciplinary action as provided within this section. The City shall send a copy of all disciplinary correspondence to the Local 1245 Business Representative.

Any person disciplined shall be immediately notified in writing of such charges or actions, by personal service, via email at the address on file with the City, or U.S. Postal Service mail (or equivalent). Any person aggrieved by such action may utilize the Disciplinary Action Appeal Procedure as hereinafter set forth, as a means of appeal from such by the City.

Any time limit described in the appeal procedures may be extended only by mutual agreement in writing. Failure by the employee or the employee's representative to initiate or appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline. In the case of an appeal, the City's last answer shall be final and conclusive. The failure of the City to respond to an appeal within the prescribed time limits shall be cause for the employee to automatically appeal the discipline to the next step. For purposes of determining receipt under this section, e-mails will be deemed received at the time and date they are sent. However, if the receiving party or parties can demonstrate that the email was not received or could not reasonably have been reviewed, the response timeline will be tolled until the circumstances preventing review have ended. [For example, the City serves a disciplinary notice on Employee A and the Local 1245 Business Representative on Day 1. However, both Employee A and the Business Representative are on separate Vacations on Day 1. Employee A returns on Day 3 and the Business Representative returns on Day 2. The response timeline starts on Day 2 instead of Day 1.]

14.2 Disciplinary Action Appeal Procedure for Written Reprimands

For all employees, written reprimands may be appealed to the ~~City Manager~~ Department Head within seven (7) days of receipt of disciplinary action. The ~~City Manager~~Department Head or designee ~~(other than the supervisor and/or department head involved)~~ shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The decision of the ~~City Manager~~Department Head or designee shall be final and conclusive. However, employees shall have the option to submit a one-page (one-sided, *standard Arial 12 font on 8 x 11 paper, minimum .5 margins and headers)* rebuttal statement to the written reprimand which will be attached to the reprimand and placed in the employee's personnel file.

~~In the event the City Manager issued the written reprimand, then opportunity to utilize the "City Manager Appeal" shall still apply.~~

14.3 Disciplinary Action Appeal Procedure for Non-Written Reprimands

No disciplinary action against an employee, excluding probationary and other at-will employees, shall be imposed unless such action is recommended by the City in a Notice of Proposed Disciplinary Action delivered to the employee either personally, via e-mail at the address on file with the City, or by U.S. Postal Service mail (or equivalent) and shall contain the following:

Notice of Proposed Disciplinary Action

A. A statement of the action proposed to be taken;

B. A copy of the charges, including the acts or omissions and grounds upon which the action is based;

C. If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule shall be included with the Notice;

D. A copy of the materials upon which the proposed action is based;

E. A statement that the employee has seven (7) days to respond to the author of the Notice either orally or in writing.

The employee or Union Official, upon whom a Notice of Proposed Disciplinary Action has been served, shall have seven (7) days to respond to the author of the Notice orally or in writing before the proposed action may be taken. Upon application and for good cause, the author of the Notice may extend in writing the period to respond. If the employee's or Union Official's response is not timely filed, or the employee or Union Official has not requested an extension, the right to respond is lost.

Notice of Discipline

After the employee or Union Official has responded to the Notice of Proposed Disciplinary Action, or the time to respond has passed, and if the author of the Notice still determines that discipline is appropriate, then the employee shall be provided with a Notice of Discipline. The Notice of Discipline shall include the following:

A. A statement of the action to be taken and the effective date;

B. A copy of the charges, including the acts or omissions and grounds upon which the action is based;

C. If it is claimed that the employee has violated a rule or regulation of the City or department, a copy of said rule or regulation shall be included with the Notice of Discipline or a statement shall be included that copies of said rule or regulation have already been provided to the employee with the Notice of Proposed Disciplinary Action;

D. A copy of the materials upon which the action is based or a statement that such materials have already been provided to the employee;

E. A statement addressing the responses to the charges by the employee, if any; and

F. Notification to the employee of his/her right to appeal the imposed discipline.

City Manager Appeal

Disciplinary actions may be appealed to the City Manager within seven (7) days of receipt of the disciplinary action. The City Manager or designee (other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The City Manager's or designee's decision may be appealed to an arbitrator by the Union Official as provided below.

~~In the event the disciplined employee reports directly to the City Manager, or the City Manager initiated the disciplinary action as described within this chapter, then the "City Manager Appeal" shall be heard by the City Attorney.~~

Arbitrator

The City Manager's or designee's decision may be appealed to an arbitrator by the Union within seven (7) days of receipt of the decision. The arbitrator shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation & Conciliation Service. The method of selection from said list shall consist of the following process:

After a toss of coin to decide which party shall move first, a representative of the City and the Union shall alternatively strike one name from the list until one name remains and such person shall act as the arbitrator. The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. The procedure shall be followed until there is an available arbitrator.

The costs of retaining the arbitrator and incidental expenses arising from the arbitrator shall be divided equally between the City and the Union. The City and the Union each shall be fully responsible for their own costs and expenses associated with presenting and defending their own case.
When an arbitrator has been selected, the City, Union and arbitrator shall begin the arbitration as expeditiously as possible, but not later than seventy-two (72) days from the selection of the arbitrator. The arbitrator shall be governed by the Code of Civil Procedure, Sections 1280 – 1284.2 in the conduct of the arbitration, unless any provision of this section conflicts, in which case this section shall govern.

The arbitration shall be closed to the public unless the employee requests in writing a public hearing prior to the time of the hearing.

The arbitrator shall be governed by Government Code Section 6250 *et seq.* and other pertinent provisions of law with respect to the discovery of confidential records, files and memoranda.

The arbitrator may modify or revoke a disciplinary action where just cause for the discipline imposed has not been shown or where a violation or omission of procedure for disciplinary action was made in which resulted in substantial prejudice to the employee.

The arbitrator shall be without power or authority to make any decision which is prohibited by law or is in violation of the terms of this Memorandum of Understanding.

The arbitrator shall not add to, subtract from, disregard, alter or modify any of the terms of this Memorandum of Understanding.

The decision of the arbitrator shall:

A. Be made in writing within thirty (30) days of the close of the hearing and mailed to the City Manager, ~~City Attorney~~Human Resources Director, and employee; and

B. Be final and binding upon all parties; and

C. Recite the basis for the arbitrator's decision.

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 Appropriations Limit for the 2025/26 Fiscal Year in Accordance with Proposition 111 and Article XIII (B)

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

The City has prepared its appropriations limit calculation for Fiscal Year (FY) 2025/26 pursuant to the Gann Initiative and is presenting it to the City Council for review, consideration, and approval.

FISCAL IMPACT

There is no fiscal impact to approving the City's FY 2025/26 appropriations limit. The General Fund estimated spending plan of $62,818,520 will not exceed the FY 2025/26 appropriations limit of $234,271,040 (Appropriations Limit).

RECOMMENDATION

City Council adopt the Resolution approving the Appropriations Limit in Accordance with Proposition 111 and Article XIII (B).

BACKGROUND

In November 1979, Proposition 4, known as the Gann Initiative was approved by the California voters. As a result, Article XIII (B) of the State Statute (Government Code Section 7900-10) was enacted and it requires that each year thereafter, the governing body of each local jurisdiction shall by resolution, establish its appropriations (spending) limit for the following fiscal year. The determination of the appropriations limit is considered to be a legislative act and should be adopted at a regular city council meeting.

Proposition 111, approved by California voters in 1990, amended Article XIII (B) further, and city council action is necessary to implement the amendments effective for FY 2005/06 and thereafter.

The amendments of Proposition 111 specified that the annual adjustment factors in calculating the Appropriations Limit will be increased by:

• The change in population growth for City or County (whichever is higher)
• The change in California Per Capita Personal Income

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Pursuant to Proposition 111 amendments, staff has calculated the Appropriations Limit, shown as Exhibit B – Gann Calculations, using the City's Population change and the change in California Per Capital Personal Income Factor.

The appropriations subject to limitation for FY 2025/26 is $62,818,520 against the calculated limit of $234,271,040.

ATTACHMENTS: Resolution
Exhibit A – California Department of Finance Letter Dated May 2025
Exhibit B – GANN Calculation

Report Prepared By: Andy Wang, Assistant Finance Director

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing the Appropriations Limit for)
Fiscal Year 2025/26 in Accordance with) RESOLUTION NO. 25-
California Constitution Article XIII (B))

WHEREAS, Article XIII(B) of the California Constitution, which was added by Proposition 4, established expenditure limits for local jurisdictions; and

WHEREAS, State legislation (Government Code Section 7910) requires the City of Pittsburg to annually adopt a resolution establishing its appropriations limit for the following fiscal year; and

WHEREAS, effective FY 1990/91, Proposition 111 amended Article XIII (B), to allow a selection of annual adjustment factors (price and population) which must also be adopted at a regularly scheduled meeting; and

WHEREAS, the City used the City's population change and the change in California Per Capita Personal Income Factor to calculate the FY 2025/26 appropriations limit of $234,271,040 (Appropriations Limit); and

WHEREAS, pursuant to the law, the calculations have been made available to the public for two (2) weeks prior to the date of the adoption of this Resolution. A copy of the calculation has been and is on file in the City of Pittsburg Finance Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the City's Appropriations Limit.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th of June 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Jelani Killings, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

DEPARTMENT OF FINANCE
CALIFORNIA
DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025**.

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio: $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio: $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26: 1.0644 x 1.0028 = 1.0674

City of Pittsburg Fiscal Year 2025-26
Gann Appropriations Limit Calculations

		City Population Change	County Population Change
Population Change as of **January 1, 2025**		1.0064 (1)	1.0031 (1)
			Per Capita Change
Cost of Living **FY2025-26**			1.0644 (1)
FY25-26 Gann Limit Growth Factor			
- Larger of County and City Population			1.0064
- Per Capita Cost of Living Change	x		1.0644
INCREASE in City's Appropriations Limit for **FY2025-26**			**1.071212**
FY2024-25 Appropriations Limit			$ 218,697,177 (2)
Growth Factor	x		1.071212
FY2025-26 APPROPRIATIONS LIMIT			**$ 234,271,040**

NOTE:
(1) California Department of Finance Letter Dated **May 2025**
(2) **FY2024-25** General Fund Appropriations Limit

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Approving the First Amendment to the Consulting Services Agreement with Bell Burnett and Associates

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

On February 3, 2025, the Pittsburg Power Company (PPC) entered into a Consulting Services Agreement with Bell Burnett and Associates (BBA) to assist PPC with development of a plan and implementation for expansion of electric utility services for multiple power delivery projects, including but not limited to, advising on the development of an interconnect agreement with PG&E for service to the Pittsburg Technology Park. The proposed first amendment would increase the overall compensation potentially paid to BBA and extend the term of the contract ("First Amendment").

FISCAL IMPACT

The First Amendment would increase the overall compensation limit from $70,000 to $225,000 and amend Exhibit B "Compensation Schedule" to establish a fixed monthly fee of $16,000. These costs would be paid for out of PPC (590) or Island Energy (580) funds and would have no impact on the City's General Fund.

RECOMMENDATION

The Governing Board of the PPC adopt the resolution authorizing the Executive Director to execute the First Amendments to the Consulting Services Agreement with Bell Burnett and Associates.

BACKGROUND

In April 1997, PPC, a joint powers authority, was formed and commenced the sale and service of electricity and gas on Mare Island, Vallejo, as a municipally owned utility under the name Island Energy. Since then, PPC has sought opportunities to expand energy delivery to the City limits of Pittsburg.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Currently, staff is pursuing approximately six expansion projects within the City limits and has hired BBA to advise and assist with planning efforts. These projects include the Pittsburg Technology Park, reuse of industrial sites along the northern waterfront, expansion of services on Mare Island, and others.

The proposed First Amendment also amends Exhibit A, "Scope of Services," to better define the work to be conducted by BBA. The fixed monthly fee is recommended by staff due to the number of projects currently being analyzed by BBA.

ATTACHMENTS:

1. Resolution
2. First Amendment to Consulting Services Agreement
3. Consulting Services Agreement

Prepared by: Jordan Davis, Director of the Pittsburg Power Company

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

In the Matter of:

Approving the First Amendment to the	)	RESOLUTION NO. 25-
Consulting Services Agreement with	)	
Bell Burnett and Associates	)	

WHEREAS, in April 1997, the Pittsburg Power Company (PPC), a joint powers authority, was formed and commenced the sale and service of electricity and gas on Mare Island, Vallejo, as a municipally owned utility under the name Island Energy; and

WHEREAS, PPC has sought opportunities to expand energy delivery to the City limits of Pittsburg; and

WHEREAS, on February 5, 2024, the Pittsburg Power Company (PPC) entered into a Consulting Services Agreement with Bell Burnett and Associates (BBA) to assist PPC with development of a plan and implementation for expansion of electric utility services for multiple power delivery projects, including but not limited to, advising on the development of an interconnect agreement with PG&E for service to the Pittsburg Technology Park; and

WHEREAS, the parties agree that, due to changes in scope and identified need for consulting services on additional power projects, the Term must be extended, and the amount of Compensation must be increased; and

WHEREAS, the proposed first amendment would increase the overall compensation potentially paid to BBA and extend the term of the contract (“First Amendment”).

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Pittsburg Power Company authorizing the Executive Director to execute the First Amendment to the Consulting Services Agreement with Bell Burnett and Associates dated February 5, 2024.

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 June 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

____
Jelani Killings, Chair

ATTEST:

____
Garrett Evans, Executive Secretary

**FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
PITTSBURG POWER COMPANY AND
BELL BURNETT & ASSOCIATES**

THIS First Amendment ("First Amendment") to the Agreement for consulting services is made by and between Pittsburg Power Company, a joint powers agency ("PPC") and Bell Burnett & Associates, a California S Corporation ("Consultant") (together referred to as the "Parties") originally dated February 5, 2024. Hereafter, the "Agreement" shall be inclusive of the Amendment with an effective date of January 31, 2025 (the "Effective Date").

WHEREAS, the Parties entered into an Agreement for utility distribution system expansion consulting services on February 5, 2024; and

WHEREAS, the parties desire to extend the Term of the Agreement, amend the Scope of Services, and increase overall compensation.

NOW, THEREFORE, Consultant and City do mutually agree as follows:

The following terms and conditions are amended in their entirety as follows:

1. The following terms and conditions are amended in their entirety as follows:

Section 1. SERVICES.

1.1 Term of Services. The term of this Agreement shall begin on as of the Effective Date and shall end on June 30, 2026 ("Term"), unless the Term of the Agreement is otherwise terminated or extended, as provide in the Agreement. Any extension of the Term shall be at the sole discretion of PPC and shall be subject to mutual agreement by the parties in writing.

Section 2. COMPENSATION. PPC hereby agrees to pay Consultant a sum not to exceed Two-Hundred and Twenty-Five Thousand Dollars ($225,000), as set forth in Exhibit B, attached hereto and incorporated herein for Phase 1, Phase 2, and Phase 3 services to be performed under the Agreement. This dollar amount is not a guarantee that PPC will pay that full amount to the Consultant but is merely a limit of potential PPC expenditures under this Agreement for the Term of the Agreement for Phase 1, Phase 2, and Phase 3 services. Compensation, if any, for services based on any extension of the Term beyond June 30, 2026, for Phase 4 Services as specified in Exhibit A, or any additional services requested by PPC, in the sole discretion of PPC, shall be subject to mutual agreement by the parties in writing.

Consultant and PPC acknowledge and agree that compensation paid by PPC 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. PPC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2. **Scope of Services.** Exhibit A of the Agreement is hereby replaced with Exhibit A of this First Amendment.

3. **Compensation.** Exhibit B of the Agreement is hereby replaced with Exhibit B of this First Amendment.

4. **Integration.** This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

5. **Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

6. **Ambiguities.** The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

7. **Counterparts.** This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

8. **Authority.** The person signing this First Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Consultant.

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IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the Effective Date.

PITTSBURG POWER COMPANY	**BELL BURNETT & ASSOCIATES**
___________________________	___________________________
Garrett Evans, Executive Director	R. Alexander Burnett, Principal

Approved as to Form:

____
Donna Mooney, General Counsel

EXHIBIT A
SCOPE OF SERVICES

Phase 1 (Roadmap and Recommended Steps) - The first phase focuses on the development of a high-level roadmap ("Roadmap") to support PPC in navigating the potential options and alternatives involved in the opportunities for the Projects. The objective of Phase 1 is to outline next steps for the different project(s) under consideration in order to advance the respective Project(s) and identify threshold issues for consideration by executive management of the City. For each Project, Phase 1 services will include:

- Summary of different Project(s) under consideration
- Outline of next steps to advance Project(s), including:
  - Recommended tasks to deliver or otherwise advance project(s)
  - Additional resources to support Project(s) development
  - Key deliverables and requirements
  - Timeline

Phase 2 (Project Development, Support, and Coordination) – It is important to recognize that the Phase 1 services will be organic in that they will be evolving as recommended tasks identified in Phase 1 are implemented. Phase 2 services are intended to be an extension of Phase 1 services as project(s) are developed. The City has a number of potential projects, all of which may have different feasibility parameters and be in different stages of development. Under Phase 2 services, BB&A will support the City and PPC with project development, analysis, and coordination. For each Project, Phase 2 services will include:

- Identification of key project considerations and risks
- Recommended risk mitigation strategies
- Negotiation support with project principals or third-party(s) in connection with any project
- Documentation support, including review of Project and legal documentation, including representations and warranties, conditions precedent and other material terms and conditions
- Other services as necessary to support or help diligence different potential projects for the City and PPC

Phase 3 (Implementation Plan) - Phase 3 would be based on the work from Phase 1 and Phase 2. The objective of Phase 3 is to develop a detailed Implementation Plan, with the support of the new Energy Manager (when retained), to develop a comprehensive recommendation and implementation plan for PPC's identified strategic priorities and projects. It is intended that the Implementation Plan will be informed by beginning to implement the outlined next steps from the Roadmap (Phase 1) and based on the feedback garnered under Phase 2 services surrounding the development, analysis, and coordination of any project(s). While the final scope of any Implementation Plan will be subject to and aided by the input of the new Energy Manager, BBA anticipate that this effort will include project costs, financial analysis, financing requirements, approvals, risks, next steps and deliverables to implement any of the respective Project(s). Once the Energy Manager is retained, BBA estimate that an Implementation Plan will be delivered and presented to City Council, as requested, within 6 months and include:

- Forecasted City load requirement for Project(s)
  - Based on aggregate Project(s) needs by geography
- Project(s) Cost Analysis
  - Preliminary cost estimates
  - Preliminary financial cost/benefit analysis
  - Preliminary considerations
- Interconnection requirements
  - Location
  - Preliminary Costs
  - Required Steps
  - Timing
- Financing and funding requirements
  - Alternatives
  - Cost allocations
- Approval requirements
  - Environmental
  - Regulatory
  - Third-party
  - Other
- Power supply alternatives
- Risk analysis
  - Risk mitigation
- Preliminary recommendations for Project(s)
  - Potential prioritization
  - Outline of required next steps
- Timeline and key deliverables

EXHIBIT B
COMPENSATION SCHEDULE

For Phase 1, Phase 2, and Phase 3 Services, the City agrees to pay Consultant a fixed fee of $16,000 per month for the period of May 1, 2025 through and including June 30, 2026.

BB&A will cover any expenses from the monthly retainer. Invoices will be payable within 30 days of an invoice being submitted to 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.

BELL BURNETT & ASSOCIATES

By: ______________________________

Title: Principal____________________

CONSULTING SERVICES AGREEMENT BETWEEN PITTSBURG POWER COMPANY AND BELL BURNETT & ASSOCIATES

THIS Agreement ("Agreement") for consulting services is made by and between Pittsburg Power Company ("PPC") and Bell-Burnett and Associates, a California S Corporation ("Consultant") (together referred to as the "Parties") as of February 5, 2024 (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to PPC 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 January 31, 2025 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. PPC shall have the right, in its sole discretion, to extend the Agreement for two (2) one-year terms.

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 PPC, 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 PPC'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.** PPC hereby agrees to pay Consultant a sum not to exceed seventy thousand dollars and no cents ($70,000.00), as set forth in Exhibit B, 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 PPC will pay that full amount to the Consultant but is merely a limit of potential PPC expenditures under this Agreement.

Consultant and PPC acknowledge and agree that compensation paid by PPC 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. PPC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices on a monthly basis during the term of this Agreement, based on the services performed and reimbursable costs incurred prior to the invoice date in accordance with Exhibit B Compensation Schedule. Invoices shall contain the following information, unless waived by PPC Manager, or his or her designee:

- Serial identifications of bills; i.e., Invoice No. 1 for the first invoice, etc.;
- The billing period;
- At PPC's option, a description of the work performed in the billing period;

2.2 **Monthly Payment.** PPC shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. PPC 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, PPC.

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, PPC.

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 PPC 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 PPC 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. PPC, 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 PPC, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by PPC, 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 PPC before coverage is canceled or modified as to scope or amount.

4.3 Reserved

4.4 <u>All Policies Requirements.</u>

4.4.1 <u>Submittal Requirements</u>. Consultant shall submit the following to PPC 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 <u>Acceptability of Insurers.</u> 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 affect this waiver of subrogation, but this provision applies regardless of whether or not PPC 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 PPC 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 PPC, 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, PPC shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies PPC may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, PPC 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 Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to PPC, and hold harmless PPC and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement caused by the sole negligence or willful misconduct of Consultant, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of PPC.

Acceptance by PPC of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

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 PPC, Consultant shall indemnify, defend, and hold harmless PPC 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 PPC.

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 PPC.

6.2 Consultant Not an Agent. Except as PPC may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of PPC in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind PPC 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 PPC 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 PPC.

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, PPC or Consultant may cancel this Agreement at any time and without cause upon such written notification to the respective party. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; PPC, however, may condition payment of such compensation upon Consultant delivering to PPC any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or PPC 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.** PPC 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 PPC 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 PPC Manager, or his or her designee, which shall not be unreasonably withheld. 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 PPC 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 PPC 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, PPC'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 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. PPC's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of PPC'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 PPC. Consultant hereby agrees to deliver those documents to PPC upon termination of the Agreement, and PPC 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 PPC and are not necessarily suitable for any future or other use. PPC and Consultant agree that, until final approval by PPC, 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 PPC.

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 PPC 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 PPC. 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 PPC 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 PPC official in the work performed pursuant to this Agreement. No officer or employee of PPC 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 : Bell Burnett & Associates
26 Broderick St.
San Francisco, CA 94117
ATTN: Alex Burnett

PPC: Pittsburg Power Company
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Executive Director

10.9 **Professional Seal.** Where applicable in the determination of PPC 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 Exhibits A and B represents the entire and integrated agreement between PPC and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A	Scope of Services
Exhibit B	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.

PITTSBURG POWER COMPANY	**BELL BURNETT & ASSOCIATES**
DocuSigned by: Garrett Evans 0BFCADAB843045C...	DocuSigned by: Alex Burnett 09F21866011B451...
Garrett Evans, Executive Director	**R.** Alexander Burnett, Principal

Approved as to Form:

DocuSigned by:
16DDA4CD88BB41E...
Donna Mooney, General Counsel

EXHIBIT A

SCOPE OF SERVICES

General:

Provide utility distribution system expansion consulting services that include, but may not be limited to the following:

Project / Business Analysis

- Operational impact assessment
- Risk assessment and management
- Supply and procurement
- Customer, ratepayer and Stakeholder outreach

Commercial Structuring

- Program Design
- Project cost and lifecycle analysis
- Reliability
- Adequacy
- System standards and integration
- Contract review, negotiation and support

Project Financial Analysis

- Financing Structure
- Proforma Development
- Obtaining Financing Support

Organizational Analysis

- Utility Governance
- Organizational Planning And Development
- Succession Planning

EXHIBIT B

COMPENSATION SCHEDULE

FIXED RETAINER

BB&A shall be compensated on a fixed retainer basis equal to $5,000 per month ("Fixed Retainer"). The Fixed Retainer shall be payable monthly in arrears and shall cover the period of February 2024 through, and including, January 2025, a period of 12 months, unless otherwise extended or terminated pursuant to the terms and conditions of the Agreement herein. The initial invoice shall be submitted on or around March 1, 2024.

EXPENSES

All Expenses are to be pre-approved by the Power Company Manager.

Travel:

Travel and subsistence expenses incurred for personnel assignments will be billed at actual cost.

Mileage charges for use of personal or company car will be at the current IRS recommended rate.

Project Equipment and Materials:

Backup documentation will be provided in the form of copies of actual receipts

Any Equipment and Materials furnished by Consultant will be billed at actual cost plus 15% for handling and administration.

Documentation will be provided in the form of copies of actual receipts

Other Expenses:

Sub-consultants; outside reproduction and printing; courier services; and special materials purchased specifically for a project shall be billed at actual cost, plus 5% for administration.

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 as required by the laws of the State of California, and I will comply with such provisions as required before commencing the performance of the work of this contract.

Bell Burnett & Associates

DocuSigned by:

By: Alex Burnett

09F21866011B451...

Title: Principal

2784980.1

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Approving the 2025 Wildfire Mitigation Plan and Directing Staff to File the Wildfire Mitigation Plan with the Office of Energy Infrastructure Safety

MEETING DATE: June 16, 2025

EXECUTIVE SUMMARY

State Law, Public Utilities Code Section 8387, requires all publicly and investor-owned electric utilities to file an annual Wildfire Mitigation Plan with the California Public Utilities Commission (CPUC). The Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity service on Mare Island, Vallejo and is therefore, required by law to create and update annually a Wildfire Mitigation Plan as a means of enabling processes and procedures to help mitigate the chance of Pittsburg Power Company (PPC) facilities causing a wildfire. The Office of Energy Infrastructure Safety (OEIS) requires the Governing Board of the PPC to approve its 2025 Annual Wildfire Mitigation Plan (Plan).

FISCAL IMPACT

The Plan has no fiscal impact on PPC’s utility Enterprise Fund or the City of Pittsburg’s General Fund.

RECOMMENDATION

The PPC Governing Board adopt the Resolution approving the 2025 Plan, attest the information contained in the Plan is true and accurate, and direct staff to file the Plan with the OEIS.

BACKGROUND

In 2016, State Senator Jerry Hill introduced Senate Bill 1028 (SB 1028) (stats. 2016) with the goal of encouraging electric utilities to adopt a performance-based approach for mitigating the risk of catastrophic wildfires from electrical lines and facilities. SB 1028 was approved by the Governor and filed with the Secretary of State on September 24, 2016.

SB 1028 is separated into two basic parts: (1) a mandate for all investor-owned utilities (IOUs) to develop wildfire mitigation plans, with a specified review process by the OEIS; and (2) a more limited process for Publicly Owned Utilities (POUs), that requires the POU to identify wildfire mitigation measures if the POU governing board makes certain findings regarding fire threat risk.

On September 21, 2018, California Legislature Senate Bill 901 (SB 901) was signed into law. SB 901 introduced a series of new changes to Public Utilities Code Section 8387, expanding the requirements of the existing wildfire mitigation efforts of electric utilities. The Plan is developed in accordance with the requirements of SB 901 and Public Utilities Code Section 8387.

SUBCOMMITTEE FINDINGS

The updated 2025 Plan has not been presented to the PPC Subcommittee.

STAFF ANALYSIS

PPC's electrical facilities on Mare Island are approximately 95% underground, with just over 2 miles of medium voltage overhead distribution lines on 59 wooden poles, serving various streetlights and Coast Guard telecommunications facilities on the south portion of Mare Island. PPC does not have high voltage transmission facilities.

For portions of the utility's overhead distribution system that are in areas of fire risk, the Plan employs vegetation management and infrastructure inspections in its routine preventive and maintenance plan for these overhead electrical lines.

The Fire Threat Map compiled by the OEIS, as well as local historical fire data and local conditions, indicate that PPC's underground and overhead electrical lines, equipment, and related facilities are not located in areas designated as either elevated risk or extreme risk areas for wildfire.

The original Wildfire Mitigation Plan was reviewed by an independent consultant, as well as by the Solano County Office of Emergency Services, and the City of Vallejo Fire Department, and their comments were incorporated in the 2025 Plan.

Based on these facts and local agency third-party reviews, staff conclude that PPC's overhead electrical lines and equipment do not pose a significant risk of catastrophic wildfires. If the Governing Board makes this determination, PPC has no additional obligation under SB 901 to develop additional wildfire mitigation measures to the Plan.

The Plan will be executed as part of PPC's routine safety inspection and electrical system preventive maintenance activities to minimize the risk of its overhead electrical lines and related equipment potentially causing a fire.

ATTACHMENTS: Resolution
PPC 2025 Annual Wildfire Mitigation Plan

Report Prepared By: Vanessia Xie, Deputy Power Company Manager

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

In the Matter of:

Approving the 2025 Annual Wildfire Mitigation Plan and Directing Staff to File the Wildfire Mitigation Plan with the Office of Energy Infrastructure Safety	))))	RESOLUTION NO. 25-

WHEREAS, Pittsburg Power Company (PPC), a joint powers authority, provides retail utility electric and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE); and

WHEREAS, State law at California Public Utilities Code Section 8387, added by the State legislature in 2016 and amended by Senate Bill 901 in 2018 and Assembly Bill 1054 in 2019, requires a publicly owned utility to develop, review, update, and file a Wildfire Mitigation Plan (Plan) comprised of specified elements by July 1st of each year with the Office of Energy Infrastructure Safety (OEIS); and

WHEREAS, a Fire Threat Map compiled by the California Public Utilities Commission, as well as local historical fire data and local conditions, indicate that PPC's underground and overhead electrical lines, equipment, and related facilities are not located in areas designated as either elevated risk or extreme risk areas for wildfire; and

WHEREAS, PPC has reviewed and revised the Plan from its initial development as utility infrastructure and fire mitigation measures have evolved, and comments have been received from the OEIS.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the Pittsburg Power Company hereby approves the 2025 Wildfire Mitigation Plan, attest the information contained in the Plan is true and accurate, and directs staff to file the 2025 Wildfire Mitigation Plan with the OEIS.

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 16th day of June 2025, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Jelani Killings, Chair

ATTEST:

Garrett Evans, Executive Secretary

Pittsburg Power Company
Performing as 'Island Energy' on Mare Island, Vallejo

June 16, 2025

Re: Notice of Public Meeting on PPC Wildfire Mitigation Plan

Dear Wildfire Safety Advisory Board

This letter notifies the Wildfire Safety Advisory Board ("WSAB") that on June 18, 2025, Pittsburg Power Company ("PPC") presented its existing Wildfire Mitigation Plan ("WMP") to its Governing Board at a publicly noticed meeting, in accordance with Public Utilities Code section 8387(b).

PPC's WMP was previously adopted on July 1, 2024. At that meeting, PPC provided an opportunity for public comment on its existing WMP and PPC's Governing Board verified that PPC's existing WMP complies with all applicable rules, regulations, and standards, as appropriate.

PPC does not have any overhead electric supply facilities located in or near an area of the state that is designed as "extreme" or "elevated" in the California Public Utilities Commission's High Fire Threat District Map. PPC is in a "Local Responsibility Area" (LRA) zone.

In consideration of this low historical wildfire risk, PPC has determined that its existing WMP adequately addresses the risk of a utility-caused, catastrophic wildfire occurring in PPC's service territory and that no substantive changes are merited for this reporting year.

PPC will continue to evaluate its existing WMP in relation to the wildfire risk posed by PPC's system on an annual basis.

In order to provide the WSAB with information on PPC's system and WMP performance, please find attached an updated WMP, including a metrics table.

PPC thanks the WSAB for their review and support in helping to mitigate wildfire risks in California.

Sincerely,

Vanessa Xie

Deputy Power Company Manager

Pittsburg Power Company

WILDFIRE MITIGATION PLAN

2025

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1.0 OVERVIEW

1.1 POLICY STATEMENT

Senate Bill 901 (now Public Utilities Code §8387), approved in 2018, requires Pittsburg Power Company (PPC) to prepare a wildfire mitigation plan that describes how electrical lines and equipment are constructed, maintained, and operated in a manner that minimizes the risk of wildfire. PPC has always had standard requirements for design, construction, and maintenance of its facilities to reduce wildfire risk. This Wildfire Mitigation Plan (WMP) builds on those requirements and complies with PUC §8387.

PPC's goal is to provide safe, reliable, and economic electric service to its Mare Island customers. To meet this goal, PPC constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of ignition posed by its electrical lines and equipment.

1.2 PURPOSE

This Wildfire Mitigation Plan describes programs, policies, and procedures implemented by PPC to mitigate the threat of power line-ignited wildfires. This plan is subject to direct supervision by the PPC Executive Secretary and its Board of Directors and is implemented by the PPC Power Company Manager. Specific roles and responsibilities for the plan are identified in Section 9.1.

Pittsburg Power Company ("PPC") is a joint powers agency of the City of Pittsburg, California. PPC operates a municipal electric and gas utility distribution system on Mare Island Vallejo using the name "Island Energy." PPC does not own, operate, or maintain transmission facilities (69kV and higher).

PPC's service territory is limited to Mare Island, Vallejo and is bordered to the east by the Napa River, to the south and west by San Pablo Bay and to the north by wetlands and Highway 37 (Figure 1).

PPC is primarily an underground utility but does have some overhead distribution segments with a total of 61 active low and medium voltage distribution system wood poles.

In general, PPC's fire prevention and safety efforts conform to the intent of Vallejo's ("City") General Plan and other safety planning efforts and programs implemented by the City. PPC participates in and coordinates directly with the City on such programs.

Mare Island is within the City of Vallejo City limits and is under the jurisdiction of the City's municipal departments. PPC coordinates with the City of Vallejo Public Works, Police and Fire departments on matters related to utility operations, safety, and emergency response on Mare Island, including fire response.

1.3 COMPLIANCE WITH PUC §8387 (B)

Table 1 lists each of the elements required of Public Utilities Code §8387 (SB 901) and references where that information can be found in this plan.

Table 1: Plan Compliance with Public Utilities Code §8387 (b)

PUC §8387 (b) Requirement	Description	Plan Section
b (2) (A)	An accounting of the responsibilities of persons responsible for executing the plan.	9.1
b (2) (B)	The objectives of the wildfire mitigation plan.	2.0
b (2) (C)	A description of the preventive strategies and programs to be adopted by the local publicly owned electric utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.	6.0
b (2) (D)	A description of the metrics the local publicly owned electric utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan's performance and the assumptions that underlie the use of those metrics.	9.2
b (2) (E)	A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.	6.3
b (2) (F)	Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.	6.7
b (2) (G)	Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities and operators of telecommunications infrastructure.	7.4
b (2) (H)	Plans for vegetation management.	6.4
b (2) (I)	Plans for inspections of the local publicly owned electric utility's or electrical cooperative's electrical infrastructure.	6.5

PUC §8387 (b) Requirement	Description	Plan Section
b (2) (J)	A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric utility's or electrical cooperative's service territory. The list shall include, but not be limited to both of the following:	4.0
b (2) (J) (i)	Risks and risk drivers associated with design, construction, operation and maintenance of the local publicly owned electric utility's or electrical cooperative's equipment and facilities.	6.3
b (2) (J) (ii)	Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric utility's or electrical cooperative's service territory.	4.3, 4.5
b (2) (K)	Identification of any geographic area in the local publicly owned electric utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high fire threat district based on new information or changes to the environment.	5.2
b (2) (L)	A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.	4.1
b (2) (M)	A statement of how the local publicly owned electric utility or electrical cooperative will restore service after a wildfire.	8.0
b (2) (N)	A description of the processes and procedures the local publicly owned electric utility or electrical cooperative shall use to do all of the following:	See below;
b (2) (N) (i)	Monitor and audit the implementation of the wildfire mitigation plan.	9.2
b (2) (N) (ii)	Identify any deficiencies in the wildfire mitigation plan or its implementation and correct those deficiencies.	9.4
b (2) (N) (iii)	Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors that are carried out under the plan, other applicable statutes or commission rules.	9.5

PUC §8387 (b) Requirement	Description	Plan Section
b (3)	The local publicly owned electric utility or electrical cooperative shall present each wildfire mitigation plan in an appropriately noticed public meeting. The local publicly owned electric utility or electrical cooperative shall accept comments on its wildfire mitigation plan from the public, other local and state agencies and interested parties, and shall verify that the wildfire mitigation plan complies with all applicable rules, regulations, and standards as appropriate.	7.0, 1.3
C	The local publicly owned electric utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the internet web site of the local publicly owned electric utility or electrical cooperative and shall present the report at a public meeting of the local publicly owned electric utility's or electrical cooperative's governing board.	10.0

1.4 CONTEXT SETTING INFORMATION

The Wildfire Safety Advisory Board (WSAB) requested that Publicly Owned Utilities (POU's) provide an informational table to assist the Staff and Board members in understanding the unique characteristics of each POU (Table 2).

Table 2: Context Setting Information

Utility Name:	**Pittsburg Power Company (PPC)**	
Service Territory Size	2.1 square miles	
Owned Assets	☐ Transmission **X** Distribution ☐ Generation	
Number of Customers Served	600 customer accounts	
Population Within Service Territory	1,000 residents 1,500 work population	
Customer Class Makeup	*Number of Accounts*	*Share of Total Load (MWh)*
	64.5 % Residential; 6.8 % Government; 0 % Agricultural; 10.3 % Small/Medium Business; 18.3 % Commercial/Industrial	8.8 % Residential; 7.9 % Government; 0 % Agricultural; 10.4 % Small/Medium Business; 72.9 % Commercial/Industrial
Service Territory	0 % Agriculture	

Utility Name:	Pittsburg Power Company (PPC)
Location/Topography[1]	0.63 % Barren/Other 0 % Conifer Forest 0 % Conifer Woodland 0 % Desert 0 % Hardwood Forest 2.22 % Hardwood Woodland (eucalyptus) 71.70 % Herbaceous 0 % Shrub 45.11 % Urban 2.93 % Water
Service Territory Wildland Urban Interface[2] **(based on total area)**	33.4% Wildland Urban Interface; 4.74% Wildland Urban Intermix;
Percent of Service Territory in CPUC High Fire Threat Districts (based on total area)	☒Includes maps Tier 2: 0 % Tier 3: 0 %
Prevailing Wind Directions & Speeds by Season	☒Includes maps Winter: N-NW Spring: S-SW Summer: S-SW Fall: SW, N
Miles of Owned Lines Underground and/or Overhead	Overhead Dist.: 10,480 feet Overhead Trans.: 0 miles Underground Dist.: 11 miles (approx.) Underground Trans.: 0 miles
	Explanatory Note 1 - *Methodology for Measuring "Miles":* Measurement of ductbank miles, x2 circuits on average
	Explanatory Note 2 – *Description of Unique Ownership Circumstances:* n/a
	Explanatory Note 3 – *Additional Relevant Context:* n/a
Percent of Owned Lines in CPUC High Fire Threat Districts	*Overhead Distribution Lines as % of Total Distribution System (Inside and Outside Service Territory)*
	Tier 2: 0 % Tier 3: 0 %
	Overhead Transmission Lines as % of Total Transmission System

[1] This data shall be based on the California Department of Forestry and Fire Protection, California Multi-Source Vegetation Layer Map, depicting WHR13 Types (Wildlife Habitat Relationship classes grouped into 13 major land cover types) *available at*: https://www.arcgis.com/home/item.html?id=b7ec5d68d8114b1fb2bfbf4665989eb3.

[2] This data shall be based on the definitions and maps maintained by the United States Department of Agriculture, as most recently assembled in *The 2010 Wildland-Urban Interface of the Conterminous United States, available at* https://www.fs.fed.us/nrs/pubs/rmap/rmap_nrs8.pdf.

Utility Name:	Pittsburg Power Company (PPC)
	(Inside and Outside Service Territory)
	Tier 2: 0 % Tier 3: 0 %
	Explanatory Note 4 – *Additional Relevant Context:* [e.g., explain any difference from data reported in WMP due to different numerator used for this form]
Customers have ever lost service due to an IOU PSPS event?	**X** Yes ☐ No
Customers have ever been notified of a potential loss of service due to a forecasted IOU PSPS event?	**X** Yes ☐ No
Has developed protocols to pre-emptively shut off electricity in response to elevated wildfire risks?	**X** Yes ☐ No
Has previously pre-emptively shut off electricity in response to elevated wildfire risk?	☐ Yes **X** No If yes, then provide the following data for calendar year 2020: *Number of shut-off events*: n/a *Customer Accounts that lost service for >10 minutes:* n/a *For prior response, average duration before service restored:* n/a

2.0 OBJECTIVES

2.1 MINIMIZE ELECTRICAL SOURCES OF IGNITION

The primary objective of this Wildfire Mitigation Plan is to minimize the probability that PPC's distribution system may be the origin, or a contributing source, for igniting a wildfire. PPC continually evaluates prudent and cost-effective improvements to its standards, physical assets, operations, and training that can help meet the objective. PPC has implemented those changes consistent with this evaluation.

2.2 MAINTAIN RESILIENCY OF THE ELECTRIC GRID

The second goal of this Wildfire Mitigation Plan is to improve the resiliency of the electric grid. Resiliency is the ability for the electric power system to withstand and recover from extreme, damaging conditions, including weather and other natural disasters, as well as cyber and physical attacks. In developing this plan, PPC assessed new industry practices and technologies that may reduce the likelihood of an interruption in service and/or improve the restoration of service, and regularly evaluates best practices for possible inclusion in the Plan.

2.3 MINIMIZE UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this Wildfire Mitigation Plan is to measure the effectiveness of specific ignition mitigation measures and look for opportunities to improve efficiency. Where a particular action, program component, or protocol is determined to be unnecessary or ineffective, PPC will assess whether a modification or replacement is merited. This plan will also help determine if more cost-effective measures would produce the same or improved results.

3.0 PPC PROFILE AND SERVICE AREA

3.1 SERVICE TERRITORY

Pittsburg Power Company ("PPC") is a joint powers agency of the City of Pittsburg, California. PPC operates a municipal electric and gas utility distribution system on Mare Island Vallejo using the name "Island Energy". PPC does not own, operate, or maintain transmission facilities (kV and higher).

PPC's service territory is limited to Mare Island, Vallejo and is bordered to the east by the Napa River, to the south and west by San Pablo Bay and to the north by wetlands and Highway 37. Please refer to Figure 1.

PPC is primarily an underground utility but does have some overhead distribution segments with a total of 61 active low and medium voltage distribution system wood poles. Areas of trees, dense brush and tall grasses comprise a total of approximately 280 acres. Please refer to Exhibit A – PPC Wood Pole Inventory for a listing of pole location, status, vegetation, and inspection and maintenance actions. Exhibit B contains a description of the three (3) overhead electrical distribution system segments.

As shown on Figure 1 PPC's utility operations on Mare Island, Vallejo are not within any identified California Public Utilities Commission ("CPUC") High-Fire Threat Districts.

3.2 PPC PURPOSE AND VISION

Pittsburg Power Company's overarching goal is to provide safe, reliable, and competitively priced electric service to its customers, while being a good steward of resources and providing a high level of customer satisfaction and safety.

3.3 UTILITY GOVERNANCE STRUCTURE

Board of Directors: PPC is governed by a “Pittsburg Power Company Board of Directors”. The Board of Directors is comprised of five (5) members, who also serve as the City Council for the City of Pittsburg.

Executive Secretary: The currently sitting City Manager serves as the Pittsburg Power Company Executive Secretary.

Director of Community Services: The Director of Community Services serves as PPC’s Department Head.

Power Company Manager: The Power Company Manager is a direct-hire City employee managing the day-to-day activities of the utility. PPC is governed by a five-member locally elected Board of Directors.

3.4 IGNITION PREVENTION GENERAL PRACTICE

The utility has a staff of three (3) Utility Technicians dedicated to electric operations. In addition to the Utility Technicians, three (3) Lineworker positions support the electric and gas operations.

Administrative Officer and Administrative Assistant positions support the Power Company Manager.

The Power Company Manager is responsible for operation of the utility and the effective implementation and management of the Wildfire Mitigation Plan.

Utility staff perform all forms of distribution system operations and maintenance, including phase checking, switching, system repairs, minor upgrades, metering, system safety inspections assessments and related work.

Vegetation management is supervised by a Utility Technician and performed by the Lineworker position, other available staff, and contractors as may be required.

Typical vegetation management includes tree trimming per CPUC GO 95, manual and mechanical clearing of brush and grass from around wood poles and rights-of-way, and the limited application of herbicides to prevent recurrence of grasses around wood power poles. The Mare Island master developer employs both mechanical methods and a contracted goat herd to reduce various fuels around the island.

In all of its activities related to electric facility design, maintenance, inspection, and vegetation management, all PPC staff adhere to the following principles, goals, and objectives:

- Operate the system in a manner that will minimize the potential for ignition and wildfire risks.
- Take all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by PPC electric facilities.
- Coordinate with federal, state, and local fire management personnel as necessary or appropriate to implement PPC's Wildfire Mitigation Plan.
- Immediately report fires, pursuant to existing PPC practices and the requirements of this Wildfire Mitigation Plan.
- Take corrective action when the staff witnesses or is notified that fire protection measures have not been properly installed or maintained.
- Comply with relevant federal, state, and industry standard requirements, including the industry standards established by the California Public Utilities Commission.
- Collect and maintain wildfire data necessary for the implementation of this Wildfire Mitigation Plan.
- Provide regular training programs for all employees having obligations for implementation of this Wildfire Mitigation Plan.

PPC's goal is to prevent electric facilities from starting fires throughout its service territory and wherever its lines are located. Attention is focused toward the 10,480 feet of overhead lines. As shown on Figure 1, none of the PPC service territory is located within CPUC Tier 2 or Tier 3 high fire threat districts.

The Wildland Urban Interface (WUI) is the zone of transition between unoccupied land and human development. It is the line, area or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. As shown on Figure 2, 61.77% of the PPC service territory lies outside of a WUI. The developed eastern and southern portions of Mare Island include 4.74% Intermix WUI and 33.4% Interface WUI.

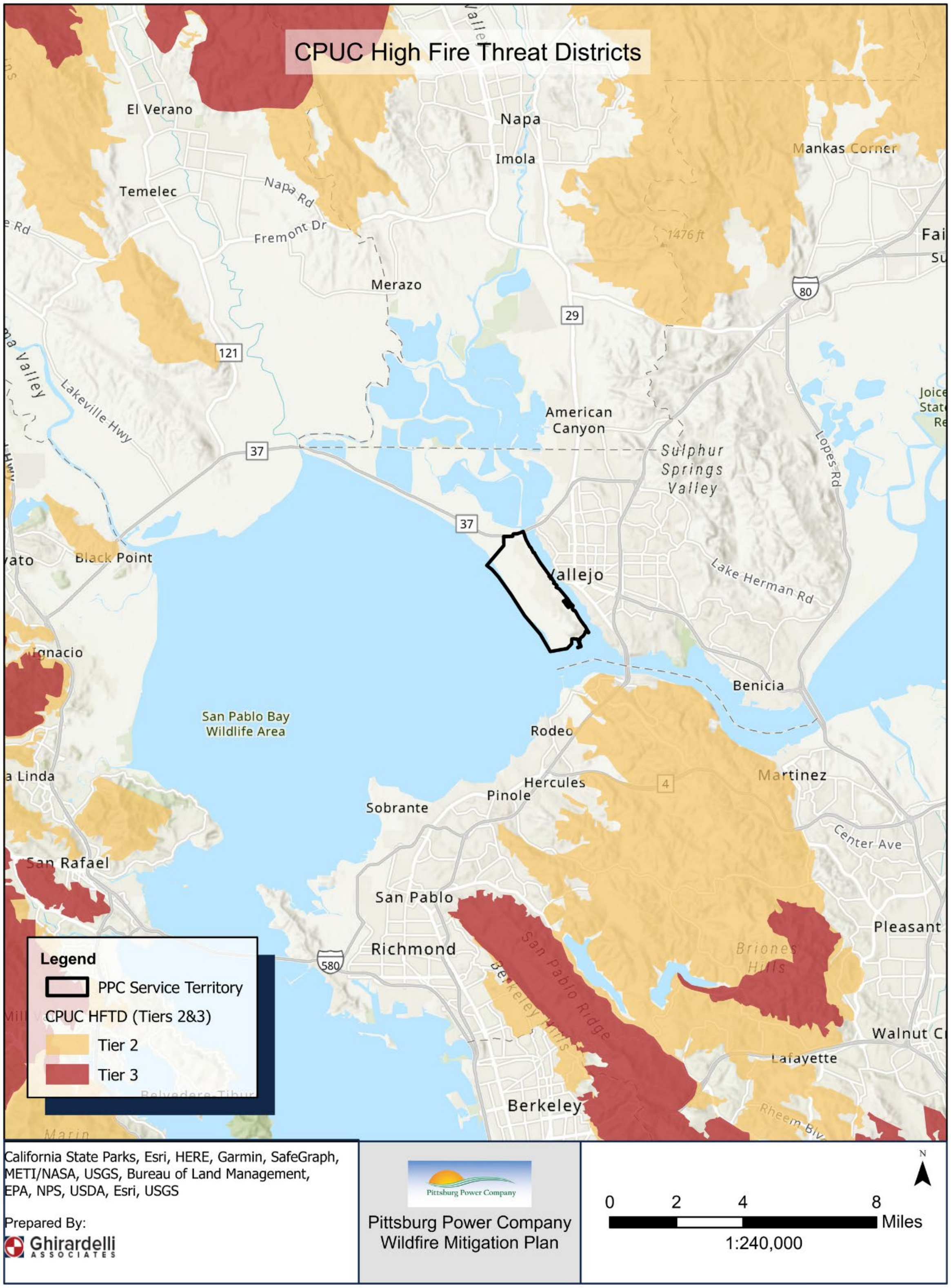


Figure 1: CPUC High Fire Threat Districts in PPC Service Territory

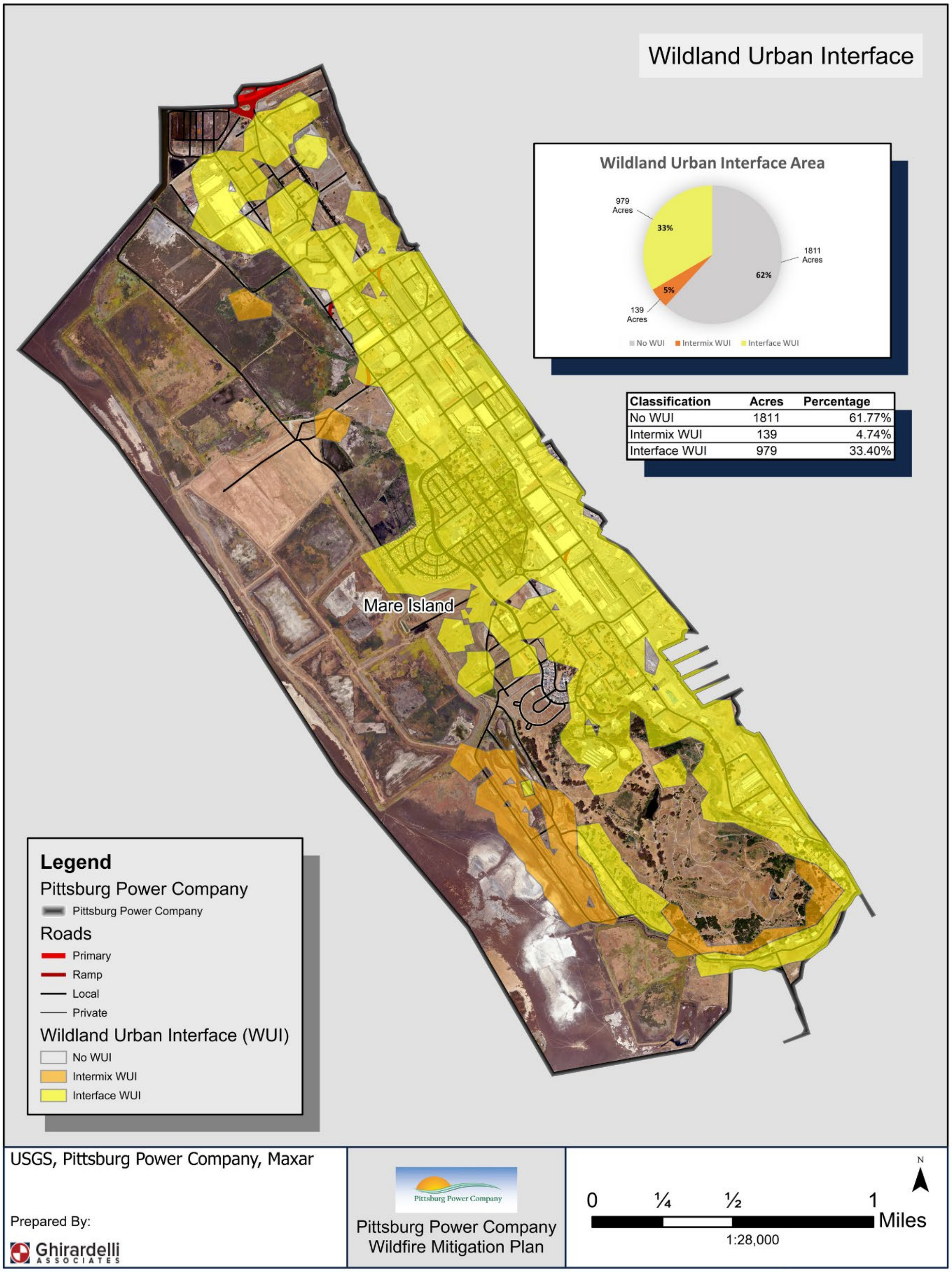


Figure 2: Wildland Urban Interface in PPC Service Territory

4.0 WILDFIRE RISKS AND DRIVERS

4.1 ENTERPRISE RISK MANAGEMENT

Enterprise-wide safety risks are almost exclusively limited to the energized overhead PPC distribution system. Figure 3 depicts the land cover classifications on Mare Island, including the entire PPC service territory. Within the overhead distribution system, vegetation coverage in the southern area of the service territory is classified as Herbaceous, with some Hardwood Woodland (mostly eucalyptus trees). The land cover underlying overhead circuits in the center of the service territory near Club Drive is classified as Hardwood Woodland and Herbaceous. Based on field observations, land cover that is currently mapped as Herbaceous could be better classified as Shrub in some locations. Circuits on the north end of the service territory are located in Herbaceous ground cover.

The underground portion of the distribution system poses low risk of ignition, as the underground system is in developed commercial, industrial, and residential areas. Events in these areas tend to be highly localized and absent vegetation.

4.2 FIRE RISK DRIVERS

Since only a single utility-caused wildfire has occurred in PPC service territory PPC researched historic causes of fires in California to identify the following primary risk drivers:

Drought – As the vegetation gets drier, there is a greater risk of fire ignition and rapid spread of fire.

Vegetation Type – The lower elevation of PPC's Fire Zone are predominantly grass lands, but as the elevation increases, the vegetation transitions to brush and trees, especially in the Coast Range. If ignited, brush and trees can produce more intense fires.

Vegetation Density – As the elevation increases in PPC's Fire Zone, the vegetation density increases, especially in the Coast Range. Greater vegetation density has the potential to produce more intense fires.

Weather – Lack of rain, low humidity, and high temperatures can increase the intensity of fire behavior.

High winds – High winds may increase chances of fire ignition and fire spread.

Terrain – Fire may spread more rapidly uphill, the Coast Range includes terrain that is conducive to the uphill spread of fire. In addition to the Coast Range, there are portions of the Sierra foothills where terrain is conducive to wildfire spread.

Changing Weather Patterns (Climate Change) – As the climate gets drier and/or hotter, conditions in the future may increase fire risk.

4.3 CLIMATE AND CLIMATE CHANGE

The average rainfall in the PPC service territory is about 24 inches per year, most of which falls from October through April. Hot summer temperatures are moderated by onshore southwesterly breezes flowing across San Francisco and San Pablo Bays from the Pacific Ocean. Morning fog and high humidity are characteristic of local summer days, thereby reducing the threat of ignition. The typical extended summer dry season results in a heightened risk of fires well into the fall before the rainy season begins. During dry years, the fire risk can extend into the winter and through the spring. While wet winters can delay the ignition of significant fires later into spring or early summer, they also promote more vegetation growth, and may therefore produce higher fire risk during the inevitable hot, dry, summer season.

The statewide fire experience over the last few years has shown that catastrophic fires can occur anywhere, even in residential subdivisions outside areas of high fire risk. PPC is prepared to assist fire agencies with their response to active fires anywhere within its territory. However, PPC concurs with the Cal Fire and CPUC risk designations and sees no reason to change the boundaries of fire risk zones within the PPC territory.

According to experts, climate change is expected to increase the frequency and intensity of wildfires, as well as the extent of wildfires. The severity of wildfires is a function of the type of vegetation, the health of trees, dryness of the combustible vegetation material involved, slope, topography, and weather conditions. Tree stress and mortality, including damage due to insect infestations can exacerbate fire hazards.

California's fire season has historically extended from early spring through the late fall, but due to drier conditions and factors such as campfires and vandalism, fire protection and mitigation is becoming a year-round necessity.

4.4 VEGETATION TYPE

As illustrated in Figure 3, the PPC service territory is 45% urbanized and is surrounded by the Napa River, San Pablo Bay, and protected wetlands to the north. Homes, warehouses associated with the former Mare Island Naval Base, open fields, commercial equipment storage and laydown yards, and some residential and office uses among vegetated areas. Vegetation in the service territory is approximately 72% herbaceous, 3% water, and 2.5% hardwood woodland (eucalyptus).

Visual observations show that many areas classified as herbaceous also contain shrubs, as do the hardwood woodlands. PPC is cognizant of the increased fuel loading of shrubs vs. grasses.

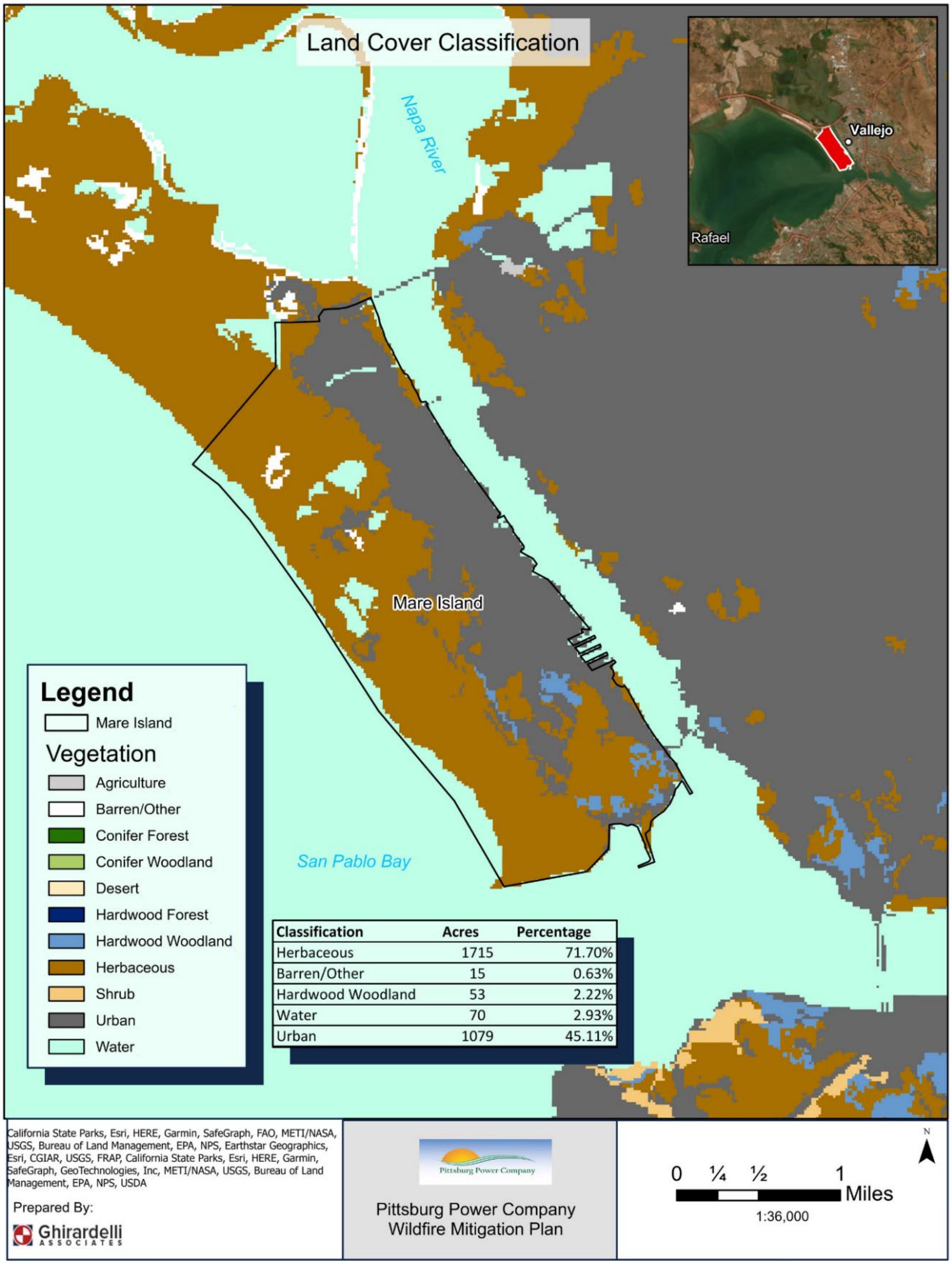


Figure 3: Land Cover Classification in PPC Service Territory

4.5 TOPOGRAPHY AND SLOPE

Fires propagate and move faster depending on topography. Flat or moderate slopes (0- 5%) generally have slower moving fires, with lower intensity than fires on steeper slopes (10-30%). The northern two thirds of Mare Island is relatively flat and nearly sea level. The southern section of the Island rises abruptly from a narrow plateau adjacent to the Napa River and San Pablo Bay to an elevation of approximately 250'. Thus, the southern end of the island has a higher potential for wildfire spread, with higher intensities. This is an area of focus for PPC's vegetation management efforts.

5.0 PPC ASSETS IN FIRE ZONES

5.1 PPC ASSETS

For purposes of risk assessment, PPC assets consisting of its substation, transformers, switch gear, and distribution electrical lines were considered as potential sources of wildfire ignition.

Table 3: PPC Assets in the Fire Zone and Assets in High Fire Districts Outside the Fire Zone

Asset Class	Asset Type	Quantity
Transmission Lines	Transmission structures and switches operating at or above 69 Kilovolts (kV)	None
Distribution Lines	Overhead and underground lines operating at up to 12 kV	10,480' of overhead lines.
Substations	Power transformers, voltage regulators, protective devices, relays, open-air structures, switch gear and control houses	10 locations

5.2 LOCATIONS OF FIRE ZONES

PPC's service territory contains no locations of high fire hazard zones, and none of its service territory is within State Responsibility Areas (SRAs).

A single incident in 2019 is the only known ignition event since PPC began operating the utility in 1997. This human-caused event was a result of vandalism and burned approximately 40 acres of brush and scrub on the south end of the island.

6.0 WILDFIRE PREVENTATIVE STRATEGIES

6.1 HIGH FIRE THREAT DISTRICT

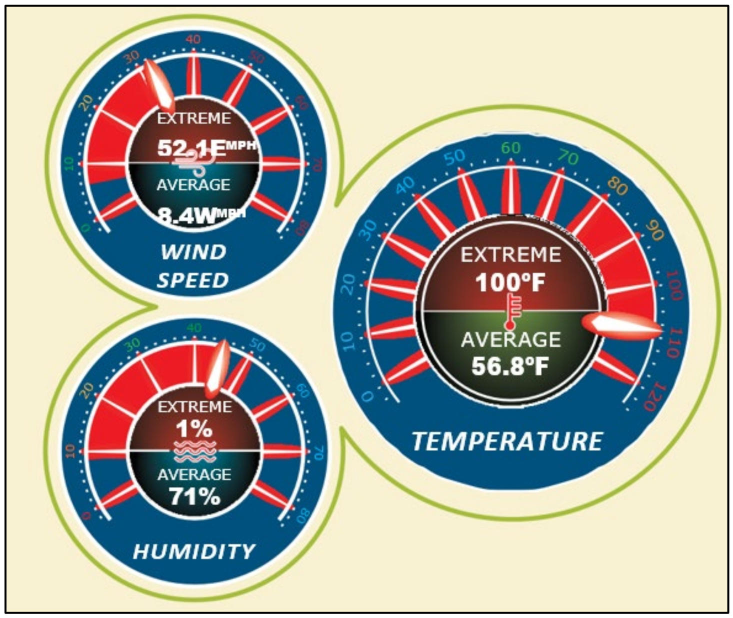
PPC was not a participant in the development of the CPUC Fire-Threat Map,[3] which designates a High-Fire Threat District. PPC's utility operations are not within any CPUC identified High-Fire Threat District.

PPC self-performed identifying any areas of PPC's service territory that are at an elevated risk of power line caused ignitions. PPC has incorporated the elements of this plan and prudent utility practice into its construction, inspection, maintenance, repair, and clearance practices, where applicable

6.2 WEATHER MONITORING

PPC monitors current and forecasted weather data from a variety of sources including:

- United States National Weather Service.
- National Fire Danger Rating System.
- National Interagency Fire Center – Predictive Services for Northern California.
- Local Fire District Warnings.



PPC utilizes commercially available internet services to monitor local and regional weather conditions. For temperature and humidity and related current local and forecast conditions including alerts, we refer to www.Weather.com

For current and forecast wind conditions, PPC -Island Energy utilizes www.Windfinder.com to monitor prevailing winds within its service territory and the surrounding region. Windfinder has eight (8) monitoring stations in Vallejo and nearby, providing a high-resolution view of prevailing winds at any given time. The greater San Francisco Bay Area has several dozens of Windfinder monitoring points.

PPC receives Fire Watch, Red Flag and related alerts, such as San Pablo Bay and Napa River small craft advisories, from the National Weather Service (NWS) directly to its computer

[3] Adopted by CPUC Decision 17-12-024.

task bars that will trigger system watch activities such as vehicle patrols of the system's 61 poles. PPC operates its utility in NWS weather zone 018 (CAZ018).

PPC assigns one of four operating conditions based on the relevant weather data and knowledge of local conditions:

Normal: During normal conditions, no changes are made to operations or work policy.

Elevated: During elevated ignition conditions, PPC will periodically monitor both electrical system and weather conditions.

Extreme: During extreme ignition conditions, PPC will perform mobile patrols and inspections of the distribution system within areas of high vegetation and ignition risk.

Red Flag: If the National Weather Service declares a Red Flag Warning for any portion of PPC's service territory, PPC may selectively de-energize portions of its overhead distribution system.

6.3 DESIGN AND CONSTRUCTION STANDARDS

PPC's electric facilities are designed and constructed to meet or exceed the relevant federal, state, or industry standard. PPC treats CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities, and PPC meets or exceeds all standards in GO 95. PPC also monitors and follows the National Electric Safety Code as appropriate.

6.4 VEGETATION MANAGEMENT

PPC meets or exceeds the minimum industry standard vegetation management practices. Please refer to Exhibit C, PPC Metrics FY 2022 – 2023. PPC meets:

- Public Resources Code Sections 4292; 4293, 4294, and 4296;
- Title 14 Section 1257 of California Code of Regulation;
- Public Resources Code section 4293;
- GO 95 Rule 35; and
- GO 95 Appendix E Guidelines to Rule 35.

Table 4: GO 95, Rule 35, Table 1

Case	Type of Clearance	Trolley Contact, Feeder and Span Wires, 0-5kv	Supply Conductors and Supply Cables, 750 – 22,500 Volts	Supply Conductors and Supply Cables, 22.5 – 300 kV	Supply Conductors and Supply Cables, 300 – 550 kV (mm)
13	Radial clearance of bare line conductors from tree branches or foliage	18 inches	18 inches	¼ Pin Spacing	½ Pin Spacing
14	Radial clearance of bare line conductors from vegetation in the Fire-Threat District	18 inches	48 inches	48 inches	120 inches

Table 5: Appendix E – Guidelines to Rule 35

The radial clearances shown below are recommended minimum clearances that should be established, at time of trimming, between the vegetation and the energized conductors and associated live parts where practicable. Reasonable vegetation management practices may make it advantageous for the purposes of public safety or service reliability to obtain greater clearances than those listed below to ensure compliance until the next scheduled maintenance. Each Utility may determine and apply additional appropriate clearances beyond clearances listed below, which take into consideration various factors, including: line operating voltage, length of span, line sag, planned maintenance cycles, location of vegetation within the span, species type, experience with particular species, vegetation growth rate and characteristics, vegetation management standards and best practices, local climate, elevation, fire risk, and vegetation trimming requirements that are applicable to State Responsibility Area lands pursuant to Public Resource Code Sections 4102 and 4293.

Voltage of Lines	Case 13	Case 14
Radial clearances for any conductor of a line operating at 2,400 or more volts, but less than 72,000 volts	4 feet	12 feet
Radial clearances for any conductor of a line operating at 72,000 or more volts, but less than 110,000 volts	6 feet	20 feet
Radial clearances for any conductor of a line operating at 110,000 or more volts, but less than 300,000 volts	10 feet	30 feet
Radial clearances for any conductor of a line operating at 300,000 or more volts	15 feet	30 feet

Within higher fire threat areas, PPC performs an evaluation of every tree that has the potential to strike overhead facilities if it were to fail on an estimated annual basis. PPC performs more frequent and detailed inspections of any such trees, and in cases where "hazard trees" (Dead, Dying, Diseased or leaning) could strike the facilities, will work with the City of Vallejo (or property owner) to remove the tree or portion of the tree that poses a risk. Please refer to Exhibit C – PPC Pole Segments

6.5 INSPECTIONS

PPC meets or exceeds the minimum inspection requirements provided in CPUC GO 165 and CPUC GO 95, Rule 18. Pursuant to these rules, PPC inspects electric facilities in areas of high fire threat more frequently than the other areas of its service territory.

Additionally, PPC staff use their knowledge of the specific environmental and geographical conditions to determine when areas outside of a higher fire threat area require more frequent inspections.

If PPC staff discovers a facility in need of repair that is owned by an entity other than PPC (such as a utility customer), PPC will issue a notice to repair to the facility owner and work to ensure that necessary repairs are completed promptly.

PPC works to ensure that all inspections to be performed within its service territory are completed generally in late spring, with mitigation performed not later than September 1st.

PPC monitors drought conditions and other relevant factors throughout the year to determine if inspections should be completed in a shorter timeframe.

6.6 WORKFORCE TRAINING

PPC has implemented work rules and complementary training programs for its workforce to help reduce the likelihood of a PPC related ignition.

Specific training includes safety monitoring of system distribution facilities, identification of circuit disconnect / isolation points and right-of-way brush management and removal.

6.7 RECLOSING POLICY

"Reclosers" are electrical fault detection devices that trip-open when detecting an electrical fault, but then "reclose" the circuit to test if the fault was temporary.

PPC does not currently employ the use of 'reclosers' within its service territory and does not have plans to add such devices in the future.

6.8 DE-ENERGIZATION

PPC has the authority to preemptively shut off power due to ignition-threat conditions; however, this option will only be used in extraordinary circumstances. PPC will make a case-by-case decision to shut off power based on the following considerations:

- Red Flag Warnings issued by the National Weather Service for fire weather zones that contain PPC circuits;
- PPC staff assessment of local conditions, including wind speed (sustained and gust), humidity and temperature, fuel moisture, fuel loading and data from area weather stations;
- Real-time information from staff located in areas identified as at risk of being subject to extreme weather conditions;
- Input from PPC, fire experts and vegetation experts;
- Input from local and state fire authorities regarding the potential consequences of ignitions in select locations;
- Alternative ways to reroute power to affected areas;
- Awareness of mandatory or voluntary evacuation orders in place;
- Expected impact of de-energizing circuits on essential services;
- Other operational considerations to minimize potential ignitions, including the blocking of reclosers on the identified circuit(s);
- On-going fire activity throughout PPC territory and California;
- Ability to notify customers;
- Notifications to local governments and public officials; and
- Potential impacts to communities and customers

6.9 GRID HARDENING

The North Island, as shown in Exhibit B has few active facilities, contains 14 wood poles, and is slated for full mixed-use development (residential, commercial). At the time of development, any remaining overhead lines and poles will be removed, and all electrical facilities will be undergrounded. Circuit maintenance and vegetation management will continue until such time.

The two other overhead circuits – Club Drive and South Island – will be undergrounded at such time the poles and related appurtenances are no longer serviceable. Vegetation management will continue until that time. All other above-ground facilities, such as substations, are fenced, have security lighting and are subject to annual vegetation management.

7.0 COMMUNITY OUTREACH AND PUBLIC AWARENESS

PPC has performed community outreach regarding potential ignitions and power outage risk in three ways:

- PPC had previously drafted and issued a statement regarding the potential for power interruptions on Mare Island due to PG&E PSPS an ignition risk. PPC has posted the Wildfire Mitigation Plan on its website under “Regulations and Rates”. PPC also uses social media and the Everbridge communications platform for public outreach.
- Responding to individual customer inquiries regarding the potential for power interruptions.
- Fiscal Year Public Rate Hearings on Mare Island

Going forward, other public meetings and tools such as ‘Everbridge’ will be employed. PPC will also continue to use social media to communicate important public and customer information.

7.1 IMPACTS TO PUBLIC SAFETY

In the event of the need to shut off power within the service territory, or when PG&E’s supply of power to PPC is shut off, the following may be impacted:

- Customers with special medical devices requiring power and not having backup.
- City of Vallejo streetlights and traffic signals are out
- US Coast Guard ship traffic radar station is out
- Vallejo G Street Causeway Bridge is inoperable until a temporary power generator is connected.
- Note that many critical facilities within the utility service territory have back-up generation, including the VA Medical Clinic, US Coast Guard communications facility and WETA Bay Ferry terminal.
- There are no water treatment, wastewater treatment or primary police or fire facilities within the utility service territory.

7.2 CUSTOMER NOTIFICATION PROTOCOLS

The basic protocols for customer notification remain telephone, email, the utility website and social media.

Customers will be notified in advance of a planned shutdown, whether by PPC or by PG&E – to the extent PPC is made aware of or can anticipate a grid-wide shutdown event by PG&E.

Future customer and public notification schemes include ‘Everbridge’ email, phone and text notifications.

8.0 RESTORATION OF SERVICE

Restoration of electric distribution services will be per PPC utility operation procedures. Such procedures include, but are not limited to:

- Inspect involved facilities and any related facilities for damage and/or operability. Perform repairs or replacement as may be necessary.
- Check relay protections and circuit breaker status for correct setting / position.
- Confirm circuit phasing.
- Perform circuit switching per switching protocol.
- Confirm restoration and normal operation of system.
- Perform final safety check.

9.0 EVALUATION OF THE PLAN

9.1 ROLES AND RESPONSIBILITIES FOR PLAN EXECUTION

The PPC Power Company Manager is responsible for overseeing this WMP. The Power Company Manager assigns tasks to the Utility Technicians or Line Worker as needed and as governed by this plan. Additionally, the Power Company Manager may contract with outside vegetation management or utility maintenance providers to augment internal resources. The Power Company Manager is responsible for:

- Overall Responsibility for Implementation of the WMP.
- Tree trimming to maintain clearances required by PPC Standards. Vegetation removal at base of poles in accordance with PPC Standards.
- Weather monitoring for Red Flag Warnings.
- Implementation of enhanced safety measures during Red Flag Warnings Collection and analysis of outage statistics and fire incidents in the PPC Fire Zone.

9.2 METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

PPC will track two metrics to measure the performance of this Wildfire Mitigation Plan:

- number of ignitions
- wires down within the service territory.

<u>Metric: PPC Ignitions</u>

For purposes of this metric, a fire ignition is defined as follows:

- A PPC facility was associated with the fire;
- The fire was self-propagating and of a material other than electrical and/or communication facilities;
- The resulting fire traveled greater than one linear meter from the ignition point; and
- PPC has knowledge that the fire occurred.

In future Wildfire Mitigation Plans, PPC will provide the number of ignitions that occurred that were less than 10 acres in size. Any fires greater than 10 acres will be individually described.

<u>Metric: Wires Down</u>

The second metric is the number of distribution and/or transmission wires downed within PPC's service territory. For purposes of this metric, a "wires down" event includes any instance where an electric transmission (PPC does not own, operate, or maintain transmission facilities) or primary distribution conductor falls to the ground or on to a foreign object.

PPC does not have any facilities within a defined High Fire Threat District

PPC will not normalize this metric by excluding unusual events, such as severe storms or vandalism – such as attempted copper theft and poles that have been vandalized in the past. Instead, PPC will supplement this metric with a qualitative description of any such unusual events.

9.3 IMPACT OF METRICS ON PLAN

In the initial years, PPC anticipates that there will be relatively limited data gathered through these metrics. However, as the data collection history becomes more robust, PPC will be able to identify areas of its operations and service territory that are disproportionately impacted. PPC will then evaluate potential improvements to the plan. Refer to Exhibit C – PPC Metrics FY 2024 – 2025.

9.4 MONITORING AND AUDITING THE PLAN

This Wildfire Mitigation Plan is developed by the utility Power Company Manager with initial review by his retained executive management professional. The plan is then forwarded to the PPC Executive Secretary for review, who also serves as the City of Pittsburg Deputy City Manager.

The PPC Executive Secretary may seek additional review from the Planning Department and the City Attorney's office. Upon completion of the internal review and all comments have been incorporated, a Staff Report is drafted along with a Resolution for adoption by the PPC Board of Directors.

The updated plan, along with the Staff Report and Resolution are presented to the PPC Board annually. The PPC Board will conduct a Public Hearing on the plan every three years, which will be noticed directly to customers and interested parties within the PPC service territory along with local media outlets and social media.

9.5 IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

Deficiencies in the plan will be identified by ongoing distribution system safety reviews, field operations, and identified 'lessons learned' from other POU's.

Responsibility for correcting deficiencies within the plan and implementing corrective actions or plans will be the responsibility of the Power Company Manager.

9.6 MONITORING THE EFFECTIVENESS OF INSPECTIONS

PPC will monitor the effectiveness of its inspections through written reports and periodic field verification by others, including the Power Company Manager.

10.0 INDEPENDENT EVALUATOR

Public Utilities Code section 8387© requires PPC to engage with a qualified Independent Evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this Wildfire Mitigation Plan. The Independent Evaluator must issue a report that is posted to PPC's website. This report must also be presented to PPC Board of Directors at a public hearing.

Going forward, PPC will utilize the City of Vallejo Fire Marshal as the qualified Independent Evaluator with experience in assessing the safe operation of electrical distribution infrastructure and related facilities on Mare Island Vallejo.

The Fire Marshal Independent Evaluator is physically located on Mare Island Vallejo and is familiar with the PPC service territory, utility operations and has worked with PPC on specific potential ignition hazards previously.

11.0 EXHIBITS

11.1 EXHIBIT A – PPC WOOD POLE INVENTORY

Subject: Wood Pole Overhead Inventory, Log

Revision: 12-May-2025

Club Drive

Pole #	Lat	Long	Service	Vegetation Status	Pole Status	Last Inspection	Actions Taken
D3-P1	- 122° 15' 58" W	38° 5' 14" N	Touro to Forest Service Offices, Streetlighting, Water Tank	No tree interference. Sidewalk, lawn adjacent.	Good Condition	5-May-2025	
D3-P2	- 122° 15' 58" W	38° 5' 13" N		No Tree interference. Sidewalk adjacent.	Good Condition	5-May-2025	
D3-P3	- 122° 15' 59" W	38° 5' 12" N		Tree Branch encroachment potential and light grassess.	Good Condition	5-May-2025	
D3-P4	- 122° 15' 59" W	38° 5' 12" N		Tree Branch encroachment potential and light grassess.	Good Condition	5-May-2025	
D3-P5	- 122° 15' 59" W	38° 5' 10" N		Light grasses	Good Condition	5-May-2025	Grasses Removal at base of pole per GO-95
D3-P6	- 122° 15' 58" W	38° 5' 9" N		Light grasses	Good Condition	5-May-2025	Grasses Removal at base of pole per GO-95
D3-P7	- 122° 15' 58" W	38° 5' 8" N		Tree Branch encroachment potential and light grassess.	Good Condition	5-May-2025	Grasses Removal at base of pole per GO-95
D3-P8	- 122° 15' 58" W	38° 5' 7" N		Tree Branch encroachment potential and light grassess.	Good Condition	5-May-2025	Grasses Removal at base of pole per GO-95
D3-P9	- 122° 15' 58" W	38° 5' 7" N		Light grasses	Good Condition	5-May-2025	Grasses Removal at base of pole per GO-95

South Island

Pole #	Lat	Long	Service	Vegetation Status	Pole Status	Last Inspection	Actions Taken
C1-P2	- 122° 15' 19" W	38° 4' 23" N	South Island Distribution	Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
C1-P3	- 122° 15' 22" W	38° 5' 5" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
C1-P4	- 122° 15' 22" W	38° 5' 5" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
B1-P1	- 122° 15' 20" W	38° 5' 4" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
B1-P2	- 122° 15' 19" W	38° 5' 3" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
B1-P3	- 122° 15' 17" W	38° 5' 1" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
B1-P4	- 122° 15' 15" W	38° 4' 58" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
B1-P5	- 122° 15' 13" W	38° 4' 57" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
B1-P6	- 122° 15' 12" W	38° 4' 55" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
B1-P7	- 122° 15' 10" W	38° 4' 52" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
A1-P1	- 122° 15' 9" W	38° 4' 52" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
AA1-P1	- 122° 15' 0" W	38° 4' 22" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
AA2-P1	- 122° 15' 1" W	38° 4' 30" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
AA2-P2	- 122° 15' 2" W	38° 4' 29" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
AA2-P3	- 122° 15' 4" W	38° 4' 28" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
AA2-P4	- 122° 15' 6" W	38° 4' 27" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
AA2-P5	- 122° 15' 8" W	38° 4' 26" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
AA2-P6	- 122° 15' 10" W	38° 4' 26" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95
AA3-P7	- 122° 15' 19" W	38° 4' 23" N		Light grasses	Good Condition	5/6/2025	Grasses removal at base of pole per GO.95

South Island cont'd

Pole #	Lat	Long	Service	Vegetation Status	Pole Status	Last Inspection	Actions Taken
A3-P8	- 122° 15' 23" W	38° 4' 24" N	South Island Distribution	Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
A3-P1	- 122° 15' 23" W	38° 4' 24" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
A3-P2	- 122° 15' 24" W	38° 4' 24" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
A3-P4	- 122° 15' 26" W	38° 4' 25" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
A3-P5	- 122° 15' 25" W	38° 4' 28" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
A3-P6	- 122° 15' 26" W	38° 4' 31" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K1-P2	- 122° 17' 12" W	38° 7' 1" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K1-P1	- 122° 17' 14" W	38° 7' 0" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K1-P10	- 122° 17' 13" W	38° 6' 59" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K1-P9	- 122° 17' 16" W	38° 6' 59" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K1-P8	- 122° 17' 16" W	38° 6' 59" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K1-P50	- 122° 17' 16" W	38° 6' 59" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K2-P49	- 122° 17' 16" W	38° 6' 58" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K2-P48	- 122° 17' 15" W	38° 6' 57" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K2-P13	- 122° 17' 15" W	38° 6' 55" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K2-P14	- 122° 17' 15" W	38° 6' 54" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K2-P15	- 122° 17' 14" W	38° 6' 52" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K2-P16	- 122° 17' 13" W	38° 6' 51" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95
K2-P17	- 122° 17' 12" W	38° 6' 50" N		Light grasses	Good Condition	5/7/2025	Grasses removal at base of pole per GO.95

North Island

Pole #	Lat	Long	Service	Vegetation Status	Pole Status	Last Inspection	Actions Taken
K2-P18	- 122° 17' 10" W	38° 6' 48" N	Cal Trans	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
K2-P19	- 122° 17' 9" W	38° 6' 47" N	Cal Trans	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P1	- 122° 17' 15" W	38° 6' 43" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P2	- 122° 17' 13" W	38° 6' 44" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P3	- 122° 17' 11" W	38° 6' 46" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P4	- 122° 17' 9" W	38° 6' 47" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P5	- 122° 17' 8" W	38° 6' 46" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P6	- 122° 17' 7" W	38° 6' 45" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P7	- 122° 17' 6" W	38° 6' 44" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P8	- 122° 17' 5" W	38° 6' 43" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P9	- 122° 17' 3" W	38° 6' 40" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P10	- 122° 17' 0" W	38° 6' 38" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P11	- 122° 16' 59" W	38° 6' 37" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95
J2-P12	- 122° 16' 58" W	38° 6' 35" N	COV Street Light	Light grasses	Good Condition	5/8/2025	Grasses removal at base of pole per GO.95

11.2 EXHIBIT B – WOOD POLE SEGMENTS

SOUTH ISLAND

The 12kV overhead distribution line on South Island is a combination of underground conduit and overhead wood poles and serves US Coast Guard telecommunications and ship traffic radar. There are a total thirty-eight (38) poles in this circuit.

Of the 38 poles, 34 are in areas of light grasses or gravel. Four (4) poles are located adjacent to areas of light vegetation, brush and trees.

CLUB DRIVE

The 12kV overhead distribution line on Club Drive originates in an underground vault at Touro University and travels south to serve the USDA Forest Service office building and street lighting. There are a total of nine (9) wood poles on this circuit.

There are trees encroaching on the right-of way, and periodic tree maintenance is performed to prevent branches from impacting the overhead lines. Please refer to Exhibit C – PPC Metrics FY 2022 – 2023.

NORTH ISLAND

The North Island overhead is a 2.4kV circuit serving street lighting and a flood control district pump. There are a total of fourteen (14) wood poles on this circuit.

The poles are in light to moderate grasses, shrubs and in proximity to several trees. The area is regularly maintained by the Mare Island Master Developer including mowing and weed / grasses abatement. Three (3) poles are located near trees, which are regularly inspected and maintained as necessary.

11.3 EXHIBIT C – PPC METRICS FY 2024-2025

#	Metric:	No.	Date:		Explanation:
1	PPC Ignitions	0			
2	Downed Wires	0			
3	Non-PPC Ignitions	0			
4	Vandalism	0			Vandalism to overhead distribution lines and wood poles, or other facilities with the potential for ignitions.
	Inspections:				
5	Fall	1	10/9/2024		Grasses acceptable – defer tree abatement until spring.
6	Spring	1	2/20/2025		Tree Trimming required on Club Drive, pole base grasses removal.
	Abatement:				
7	Tree Trimming	1	June 2025		Tree branches, brush removal and ROW clearing on Club Drive.
8	Grasses, Brush Removal	1	May 2025		Around all wood poles per GO 95 – 2 weeks duration.

12.0 REVISION HISTORY

Version	Revisions	Section
2023	Comprehensive revision to comply with WSAB Staff Reports.	
2024	- Added Revision History	12
	- was: 59 low and medium… is: 61 active low and medium…	1.2 & 3.1
	- was: Plan Section 7.4 is: Plan Section 7.0	Table 1 b (2) (G)
	- Plan Section was: 7.3, 1.3 is: 7.0, 1.3	Table 1 b(3)
	- Plan Section was: 9.2 is: 9.4	Table 1 b (2) (N) (i)
	- Plan Section was: 9.4 is: 9.5	Table 1 b (2) (N) (ii)
	- Plan Section was: 9.5 is: 9.6	Table 1 b (2) (N) (iii)
	- Table 2 Number of Customers Served: was: 584 is: 600 Population Within Service Territory: was: 1,056 people is: 1,000 residents 1,500 work population	1.4
	- Updated staff numbers. was: The utility has a staff of four (4) Utility Technicians three (3) dedicated to electric operations, one (1) to gas operations. In addition to the Utility Technicians, a Lineworker position supports the electric and gas operation. is: The utility has a staff of three (3) Utility Technicians dedicated to electric operations. In addition to the utility Technicians, three (3) Lineworker positions support the electric and gas operations. was: The Mare island master developer employes a contracted goat… is: The Mare Island master developer employes employs both mechanical methods and a contracted goat… Deleted: This will be a fulltime, year-round reduction activity starting in 2024.	3.4

Version	Revisions	Section
2024 cont'd	- was: …vehicle patrols of the system's 59 poles. is: … vehicle patrols of the system's 61 poles.	6.2
	- was: Please refer to Exhibit C, PPC Metrics FY 2021 – 2022 is: Please refer to Exhibit C, PPC Metrics FY 2022 – 2023 - was: PC performs more frequent and detailed … is: PPC performs more frequent and detailed …	6.4
	- was: contains 26 wood poles… is: contains 14 wood poles…	6.9
	- Deleted Table 6. Redundant as this was already Exhibit C. Added to end of section: Refer to Exhibit C – PPC Metrics FY 2022 – 2023.	9.3
	- Updated PPC Wood Pole Inventory with May 2024 data	11.1 Exhibit A
	- was: twenty-four (24) poles in this circuit. is: thirty-eight (38) poles in this circuit. was: of the 24 poles… is: of the 38 poles…	11.2 South Island
	- Corrected exhibit reference: was: Please Refer to Exhibit D – PPC Metrics FY 2021 – 2022 is: Please refer to Exhibit C – PPC Metrics FY 2022 – 2023	11.2 Club Drive
	- PPC Metrics was: 2021 – 2022 is: 2022 – 2023 Updated dates to reflect 2023 Inspections and Abatement	11.3 Exhibit 3
2025	- Added cover letter - Updated Cover: was: 2024 is: 2025	
	- Updated Wood Pole Log	11.1 Exhibit A
	- PPC Metrics was: PPC Metrics 2022-2023 is: PPC Metrics 2024-2025 - Updated all references throughout	11.3 Exhibit C