



**CITY OF PITTSBURG**  
**AMENDED AGENDA**

**JANUARY 21, 2025**

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

**CLOSED SESSION**  
**6:30 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**

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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](http://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.

### 6:30 PM - CONVENE IN CLOSED SESSION

1. **PITTSBURG ARTS AND COMMUNITY FOUNDATION BOARD OF DIRECTORS**  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Section 54956.9(d)(4)  
Number of cases: one

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

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### PROCLAMATIONS

2. Inspire Pittsburgh: Federal D. Glover
3. Martin Luther King Jr. Day
4. Human Trafficking Awareness Month

### 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

### CONSENT CALENDAR

5. Minutes of August 19, 2024

6. Adoption of a Housing Authority Resolution Approving the 2025 Utility Allowance Schedule

The U S Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (Schedule). Pursuant to 24 CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule. The Housing Authority of the City of Pittsburgh (Housing Authority) has revised the Utility Allowance Schedule for 2025 (the "2025 UA Schedule") to reflect a ten percent (10%) increase in utility rate costs.

#### HOUSING AUTHORITY MEMBER REMARKS

#### ADJOURNMENT OF THE HOUSING AUTHORITY

#### CITY COUNCIL MEETING

#### CONSIDERATION

7. Adoption of a City Council Minute Order for 2025 Council Member Committee Assignments and Updating the Fair Political Practices Commission Form 806 "Agency Report of Public Official Appointments"

In accordance with the City Council Policies and Procedures adopted on November 15, 2021, through Resolution No. 21-14013, the Mayor and Vice-Mayor shall appoint Council Members to standing and ad hoc committees and such appointments shall be adopted by the Council. Pursuant to Fair Political Practices Commission (FPPC) regulation 18702.5, Form 806 "Agency Report of Public Official Appointments" must be updated when there is a new appointment or a change in compensation for the appointed position(s).

8. Adoption of a City Council Minute Order Considering a City Council Request for a Future Agenda Item Directing Staff to Prepare Analysis of Policies to Address Residential Tenant Harassment and Just Cause Eviction

The City Council will consider the preparation of tenant harassment and just cause eviction analysis.

9. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute an Agreement with Veritel Homes, LLC for the Installation and Maintenance of Electric Vehicle Charging Station

Veritel Homes LLC ("Veritel"), the current property owner of 485 Railroad Avenue, known as the Woulf and Ury Building, has proposed installation of Electric Vehicle (EV) chargers in the city-owned parking at the northwest corner of 5th Street and Cumberland Street. The proposed project received financial backing through a grant awarded by Marin Clean Energy (MCE).

## CONFLICT OF INTEREST STATEMENT

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

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

10. Minutes of December 9, 2024 and December 16, 2024
11. Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding of Project 4077 - 2024/25 CDBG ADA Curb Ramp Installation  
  
Project 4077-CDBG ADA Curb Ramp Installation (the "Project") will construct 28 curb ramps in the neighborhoods located near Polaris Drive and N Parkside Drive. If adopted, this resolution will accept the Project plans and specifications, and award a construction contract to CLS/Cervantes Landscape Services, Inc.
12. Adoption of a City Council Resolution Authorizing the City Manager to Execute An Agreement Between the City of Pittsburgh and East Bay Regional Park District for Project 2052 - Delta De Anza Multimodal Trail Safety Improvements  
  
The City of Pittsburgh applied for, and received, a One Bay Area Grant Round 3 (OBAG 3) grant for Project 2052 - Delta De Anza Multimodal Trail Safety Improvements (the Project). East Bay Regional Park District (EBRPD) had agreed to assist by providing the required matching funds using \$582,405.96 of redevelopment funds it had previously received from the City for improvements or regional facilities within the City. This resolution will authorize the City Manager to execute an agreement with EBRPD to accept the funds.
13. Adoption of a City Council Resolution Approving Use of Water Operations Fund Reserves to Purchase Dump Trucks  
  
The City maintains a fleet of vehicles and equipment necessary for maintenance of the City's infrastructure, including two dump trucks that have exceeded their useful lives. In 2023, the City Council approved the purchase of this equipment, but due to changing fleet electrification California Air Resources Board (CARB) regulations, the purchase was delayed and a Fiscal Year 2024/25 budget was never established for the purchase. The resolution, if approved, will authorize allocation of funds from Water Operations Fund Reserves for the purchase of two dump trucks already approved for purchase.
14. Adoption of a City Council Resolution Authorizing the Execution of a Consulting Services Agreement with Luhdorff and Scalmanini Consulting Engineers for Engineering Services  
  
The Water Treatment Plant is responsible for the treatment, quality, distribution, testing, and regulatory compliance of the City's water system, including groundwater wells. If approved, the resolution would authorize the execution of a Consulting Services Agreement with Luhdorff and Scalmanini Consulting Engineers (LSCE) for groundwater monitoring and well maintenance services,

which include rehabilitation and replacement of pumping equipment at the Dover and Bodega Wells, as necessary for regulatory compliance.

15. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consulting Services Agreement for Community Surveys with Strategy Research Institute, LLC

The City contracts community surveys periodically as a tool to gauge community priorities and satisfaction. Staff seeks surveying services from Strategy Research Institute, LLC (SRI) for two community surveys in 2025.

16. Adoption of a City Council Resolution Authorizing the Execution of a Tidelands Lease between Isle Capital Corporation and the City of Pittsburg

Waterfront tenant, Isle Capital Corporation, requests to terminate its present Industrial Use General Lease (State Lease) originally entered into with the California State Lands Commission and execute a new Tidelands Lease with the City for the purposes of aligning the term with its sublease with Koch Carbon.

17. Adoption of a Pittsburg Power Company Resolution Approving the 2023 Annual Power Source Disclosure Report to the California Energy Commission

State Law, Public Utilities Code Section 398.1(b), requires all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers. The Pittsburg Power Company (PPC) provides electricity retail service on Mare Island, Vallejo in the name of Island Energy (IE) and is required by law to disclose the sources of its energy procurement and sales to its end users on Mare Island. The CEC requires the Governing Board of the Pittsburg Power Company to approve its 2023 Annual Power Source Disclosure Report (PSD Report).

#### 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 FEBRUARY 3, 2025

## **NOTICE TO PUBLIC**

### **GENERAL INFORMATION**

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

### **SPEAKER'S CARD**

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given 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](http://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](http://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 December 17, 2024**

| <b>OUTSIDE AGENCY BOARDS</b>            | <b>COUNCIL MEMBER(S)</b>                          | <b>TYPE</b> | <b>MEETS</b>             | <b>TIME</b> | <b>STAFF</b> |
|-----------------------------------------|---------------------------------------------------|-------------|--------------------------|-------------|--------------|
| ABAG                                    | Dionne Adams / Jelani Killings Alternate          | Standing    | Annual                   |             | G. Evans     |
| Delta Diablo*                           | Juan Banales / Vacant Alternate                   | Standing    | 2nd Wednesday            | 4:30 PM     | J. Samuelson |
| East Co. Co. County Habitat Conservancy | Angelica Lopez / Juan Banales Alternate           | Standing    | 4th Monday<br>Bi-Monthly | 2:00 PM     | J. Davis     |
| East County Water Management            | Juan Banales / Jelani Killings Alternate          | Standing    | Annual                   |             | J. Samuelson |
| MCE Clean Energy Board                  | Vacant / Angelica Lopez Alternate                 | Standing    | Quarterly                | 7:00 PM     | D. Buchanan  |
| TRANSPLAN / ECCRFFA                     | Vacant / Juan Banales Alternate                   | Standing    | 2nd Thursday             | 6:30 PM     | J. Samuelson |
| Tri-Delta Transit (2 reps)**            | Vacant & Dionne Adams / Jelani Killings Alternate | Standing    | 4th Wednesday            | 4:00 PM     | J. Samuelson |

| <b>LIAISON TO</b>                        | <b>COUNCIL MEMBER(S)</b>                                  | <b>TYPE</b> | <b>MEETS</b> | <b>TIME</b> | <b>STAFF</b> |
|------------------------------------------|-----------------------------------------------------------|-------------|--------------|-------------|--------------|
| East Bay League of California Cities     | Vacant / Jelani Killings Alternate                        | Standing    | 3rd Thursday |             | G. Evans     |
| Los Medanos Health Advisory Committee    | Vacant & Jelani Killings                                  | Ad Hoc      | As needed    |             | M. Aliotti   |
| Mayor's Conference                       | Juan Banales / Jelani Killings Alternate                  | Standing    | 1st Thursday | 6:30 PM     | G. Evans     |
| Pittsburg Police Activities League (PAL) | Vacant & Angelica Lopez / Dionne Adams Alternate          | Standing    | Monthly      |             | S. Albanese  |
| School Districts Committee (2x2)         | Jelani Killings & Angelica Lopez / Dionne Adams Alternate | Standing    | Quarterly    |             | M. Aliotti   |

| <b>SUBCOMMITTEES</b>                     | <b>COUNCIL MEMBER(S)</b>                                           | <b>TYPE</b> | <b>MEETS</b>          | <b>TIME</b> | <b>STAFF</b> |
|------------------------------------------|--------------------------------------------------------------------|-------------|-----------------------|-------------|--------------|
| Budget Sustainability                    | Juan Banales & Jelani Killings                                     | Ad Hoc      | As needed             |             | G. Evans     |
| Community and Economic Development       | Jelani Killings & Dionne Adams / Juan Banales Alternate            | Standing    | 2nd Wednesday         | 5:00 PM     | J. Davis     |
| Facilities Rental and Usage              | Jelani Killings & Dionne Adams                                     | Ad Hoc      | As needed             |             | G. Evans     |
| Finance Management                       | Juan Banales & Jelani Killings / Shanelle Scales-Preston Alternate | Standing    | 3rd Friday            | 4:00 PM     | P. Rodrigues |
| Government Performance                   | Juan Banales & Jelani Killings                                     | Ad Hoc      | 4th Friday            | 4:00 PM     | J. Brizel    |
| Green Empowerment Zone                   | Dionne Adams/ Jelani Killings Alternate                            | Standing    | 3rd Friday<br>monthly | 9:30 AM     | J. Davis     |
| Infrastructure and Transportation        | Vacant & Dionne Adams / Juan Banales Alternate                     | Standing    | 4th Thursday          | 5:30 PM     | J. Samuelson |
| Life Enrichment                          | Dionne Adams & Angelica Lopez / Shanelle Scales-Preston Alternate  | Standing    | 3rd Wednesday         | 5:30 PM     | K. Simonton  |
| Pittsburg Arts and Community Foundation  | Vacant & Jelani Killings                                           | Standing    | As needed             |             | K. Simonton  |
| Public Safety                            | Vacant & Angelica Lopez / Jelani Killings Alternate                | Standing    | 1st Wednesday         | 5:30 PM     | S. Albanese  |
| Tobacco, Cannabis, Alcohol Policy Review | Vacant & 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, California 94565-3814

# Proclamation

**MARTIN LUTHER KING, JR. DAY**  
**JANUARY 20, 2025**

*WHEREAS, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and*

*WHEREAS, Dr. King graced the world with his vision of a land guided by love instead of hatred and by acceptance instead of intolerance; and*

*WHEREAS, Dr. King confronted powerful and even violent opposition, sacrificing his liberty, his personal safety, and ultimately his life for the cause of freedom; and*

*WHEREAS, Dr. King's unwavering dedication to justice and equality through nonviolent action, serves as a powerful reminder that safeguarding freedom, justice, and democracy is achievable when we unite in love and nonviolence; and*

*WHEREAS, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and*

*WHEREAS, we can join us in advancing Dr. King's vision by advocating for a world where these values are upheld through peaceful means; and*

*WHEREAS, we, the inheritors of the fundamental rights he helped to secure, are forever grateful for his legacy.*

*NOW, THEREFORE, I, Jelani Killings, Mayor, on behalf of the entire City Council of the City of Pittsburg, do hereby proclaim Monday, January 20, 2025 as Martin Luther King, Jr. Day and call upon the residents of this community to join in rededicating ourselves to the principles of justice and equality for all.*



*Jelani Killings, Mayor*

**ATTEST:**

*Alice E. Evenson, City Clerk*





**City of Pittsburg**  
65 Civic Avenue  
Pittsburg, California 94565-3814

# Proclamation

## ***HUMAN TRAFFICKING AWARENESS MONTH JANUARY 2025***

*Whereas, human trafficking is a public health issue and crime that harms the health and well-being of individuals, families, and communities across generations; and*

*Whereas, this year marks the 25<sup>th</sup> year after the passing of the Trafficking Victims Protection Act, an estimated 27.6 million people are subjected to human trafficking globally, with cases reported in every U.S. state and territory; and*

*Whereas, human trafficking can happen to anyone, but certain populations are at greater risk, including people affected by abuse, violence, poverty, unstable living situations, or social disconnection; and*

*Whereas, human trafficking is connected to many other forms of violence and exploitation, and often shares common risk and protective factors—such as lack of resources and unsafe environment; and*

*Whereas, human trafficking can be prevented by building individual, community, and societal understanding and resilience, reducing social inequities, and addressing the conditions that contribute to exploitation; and*

*Whereas, every individual, family, community, and organization can contribute to enhancing human trafficking awareness, prevention, and response by learning about ways to help.*

***NOW, THEREFORE, I, Jelani Killings, Mayor, on behalf of the City Council of the City of Pittsburg hereby proclaim January 2025 as HUMAN TRAFFICKING AWARENESS MONTH and urge all residents to actively participate in the efforts to both raise awareness of and prevent all forms of human trafficking.***



***Jelani Killings, Mayor***

***ATTEST:***

***Alice E. Evenson, City Clerk***



**CITY OF PITTSBURG  
HOUSING AUTHORITY MEETING MINUTES**

**DATE:** August 19, 2024

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

**CITY COUNCIL/AGENCY MEMBERS**

Juan Antonio Banales, Mayor/Chair  
Jelani Killings, Vice-Mayor/Chair  
Dionne Adams, Council/Agency Member  
Angelica Lopez, Council/Agency Member  
Shanelle Scales-Preston, Council/Agency Member  
S.L. Floyd, Agency Member  
Annie Hill Herring, Agency Member

**APPOINTED OFFICIALS**

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

Chair Banales called the meeting of the Housing Authority to order at 7:04 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA

**ROLL CALL**

Member Lopez was absent and excused.

**COMBINED HOUSING AUTHORITY AND CITY COUNCIL CONSENT CALENDAR**

On Motion by Member Floyd, seconded by Member Herring and adopted by the following vote:

AYES: Adams, Floyd, Herring, Killings, Scales-Preston, Banales  
ABSENT: Lopez

4. Minutes of June 17, 2024
5. Adoption of a Housing Authority Resolution Approving the Section 8 Management Assessment Program Certification for Fiscal Year End June 30, 2024
6. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute an Agreement with Associated Right of Way Services Inc. for Project Management and Property Acquisition Services and a Housing Authority Resolution Authorizing the Use of Housing Successor Agency Funds

**HOUSING AUTHORITY MEMBER REMARKS**

There were no Housing Authority Member remarks.

## **ADJOURNMENT**

The Housing Authority was adjourned at 8:12 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 Housing Authority Resolution Approving the 2025 Utility Allowance Schedule

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

The U S Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (Schedule). Pursuant to 24 CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule. The Housing Authority of the City of Pittsburg (Housing Authority) has revised the Utility Allowance Schedule for 2025 (the "2025 UA Schedule") to reflect a ten percent (10%) increase in utility rate costs.

**FISCAL IMPACT**

Because total assistance benefiting Housing Choice Voucher, also known as Section 8, participants consisting of both rent and utilities cannot exceed a threshold determined by the size and income of a family, an increase in utility allowance may result in a decrease in rental assistance in order to stay under a specified threshold.

Such increases in utility allowance, however, have no fiscal impact to the City's General Fund. Assistance benefiting Section 8 participants is derived from a federally funded program by HUD.

**RECOMMENDATION**

Housing Authority adopt the Resolution approving the 2025 UA Schedule reflecting the revisions to the utility rates.

**BACKGROUND**

Utility allowances are intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances

are not based on the individual family's actual energy consumption and do not include non-essential utility costs, such as cable, satellite television or phone expenses.

The Housing Authority contracted with a vendor to review the utility allowance data for the Section 8 Housing Choice Voucher Program and complete the study and analysis. This study reflects the 2024 baseline charges published by Pacific Gas & Electric Company, the City of Pittsburgh Water Department, and Mt. Diablo Resource Recovery.

### **SUBCOMMITTEE FINDINGS**

The 2025 Utility Allowance Schedule was not discussed in a subcommittee.

### **STAFF ANALYSIS**

As required by HUD regulations 24 CFR 982.517, prior to beginning this update study for the Housing Authority, a comparison (annual review) was made of the utility rates and charges (August 2023) utilized in the previous study and the current utility rates and charges (August 2024).

| <u>Utility Provider</u>                                 | <u>Measure</u> | <u>2023<br/>Rates</u> | <u>2024<br/>Rates</u> | <u>Increase</u> |
|---------------------------------------------------------|----------------|-----------------------|-----------------------|-----------------|
| Pacific Gas & Electric's<br>Electric Tier 1 (0%-100%)   | Per<br>KWH     | 0.229685              | 0.252740              | 10%             |
| Pacific Gas & Electric's<br>Electric Tier 2 (101%-400%) | Per<br>KWH     | 0.286447              | 0.316383              | 10%             |
| Mt. Diablo Resource<br>Recovery Trash Collection        | Per<br>Month   | \$58.03               | \$63.20               | 9%              |

Since the utility providers' rates and charges have changed approximately 10%, the current utility allowance schedule will be adjusted. This does not mean that utility allowances will change by the actual percentage values listed above.

The analysis of these results demonstrates at least a ten percent (10%) differential from the prior year, requiring revisions to the utility allowances as required by federal regulations to be in compliance and are reflected in the Housing Authority 2025 UA Schedule.

ATTACHMENTS:      Resolution  
                             2025 Utility Allowance Schedule  
                             Utility Allowance Survey and Study

Report Prepared By: Tanya Ray, Housing Manager

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

In the Matter of:

Adoption of a Housing Authority    )  
Resolution Approving the 2025     )  
Utility Allowance Schedule        )

RESOLUTION NO. 25-

WHEREAS, the US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities & other services annually and determine a utility allowance schedule (Schedule). Pursuant to CFR 24 982.517 (c)(1), this Schedule must be revised whenever there is an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule; and

WHEREAS, the Housing Authority of the City of Pittsburgh (Housing Authority) reviewed the utility allowance data for the Section 8 Housing Choice Voucher Program. The revised Schedule reflects the new baseline charges published by Pacific Gas & Electric Company, the City of Pittsburgh Water Department, and Mt. Diablo Resource Recovery; and

WHEREAS, the Housing Authority is required to revise its utility allowance in order to be compliant with federal regulations because the differential is greater than ten percent (10%) from the prior year; and

WHEREAS, the Housing Authority has revised the Utility Allowance Schedule for 2025 (the "2025 UA Schedule").

NOW, THEREFORE, BE IT RESOLVED, the Governing Board of the Housing Authority of the City of Pittsburgh hereby approves the 2025 UA Schedule and makes the 2025 UA Schedule available for review at the Housing Authority located at 916 Cumberland Street, Pittsburgh, CA 94565 and on the City's website.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburgh at a regular meeting on the 21<sup>st</sup> day of January 2025, by the following vote:

AYES:  
NOES:  
ABSTAINED:  
ABSENT:

\_\_\_\_\_  
Jelani Killings, Chair

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, Agency Secretary

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

| Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>                                          |                                                 | Unit Type: <b>Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)</b> |         |         |                           |         | Date (mm/dd/yyyy) |          |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------|---------|---------|---------------------------|---------|-------------------|----------|
| Utility of Service                                                                                          | Fuel Type                                       | 0 BR                                                                                | 1 BR    | 2 BR    | 3 BR                      | 4 BR    | 5 BR              | 6 BR     |
| Heating                                                                                                     | Natural Gas<br><i>(Includes Climate Credit)</i> | \$19.00                                                                             | \$25.00 | \$29.00 | \$33.00                   | \$37.00 | \$38.00           | \$42.00  |
|                                                                                                             | Bottle Gas                                      |                                                                                     |         |         |                           |         |                   |          |
|                                                                                                             | Electric                                        | \$24.00                                                                             | \$28.00 | \$35.00 | \$42.00                   | \$50.00 | \$57.00           | \$80.00  |
|                                                                                                             | Electric Heat Pump                              | \$20.00                                                                             | \$24.00 | \$29.00 | \$32.00                   | \$36.00 | \$39.00           | \$42.00  |
|                                                                                                             | Fuel Oil                                        |                                                                                     |         |         |                           |         |                   |          |
| Cooking                                                                                                     | Natural Gas                                     | \$6.00                                                                              | \$6.00  | \$9.00  | \$11.00                   | \$15.00 | \$17.00           | \$19.00  |
|                                                                                                             | Bottle Gas                                      |                                                                                     |         |         |                           |         |                   |          |
|                                                                                                             | Electric                                        | \$10.00                                                                             | \$12.00 | \$18.00 | \$23.00                   | \$29.00 | \$34.00           | \$37.00  |
| Other Electric                                                                                              | <i>(Includes Climate Credit)</i>                | \$30.00                                                                             | \$37.00 | \$55.00 | \$73.00                   | \$83.00 | \$115.00          | \$127.00 |
| Air Conditioning                                                                                            |                                                 | \$9.00                                                                              | \$10.00 | \$15.00 | \$19.00                   | \$23.00 | \$27.00           | \$29.00  |
| Water Heating                                                                                               | Natural Gas                                     | \$11.00                                                                             | \$13.00 | \$19.00 | \$25.00                   | \$32.00 | \$38.00           | \$42.00  |
|                                                                                                             | Bottle Gas                                      |                                                                                     |         |         |                           |         |                   |          |
|                                                                                                             | Electric                                        | \$24.00                                                                             | \$28.00 | \$36.00 | \$44.00                   | \$52.00 | \$59.00           | \$64.00  |
|                                                                                                             | Fuel Oil                                        |                                                                                     |         |         |                           |         |                   |          |
| Water                                                                                                       |                                                 | \$56.00                                                                             | \$57.00 | \$67.00 | \$77.00                   | \$87.00 | \$99.00           | \$108.00 |
| Sewer                                                                                                       |                                                 | \$14.00                                                                             | \$14.00 | \$14.00 | \$14.00                   | \$14.00 | \$14.00           | \$14.00  |
| Trash Collection                                                                                            |                                                 | \$63.00                                                                             | \$63.00 | \$63.00 | \$63.00                   | \$63.00 | \$63.00           | \$63.00  |
| Range /Microwave                                                                                            |                                                 | \$11.00                                                                             | \$11.00 | \$11.00 | \$11.00                   | \$11.00 | \$11.00           | \$11.00  |
| Refrigerator                                                                                                |                                                 | \$12.00                                                                             | \$12.00 | \$12.00 | \$12.00                   | \$12.00 | \$12.00           | \$12.00  |
| <b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit. |                                                 |                                                                                     |         |         | Utility/Service/Appliance |         | Allowance         |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Heating                   |         |                   |          |
| Head of Household Name                                                                                      |                                                 |                                                                                     |         |         | Cooking                   |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Other Electric            |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Air Conditioning          |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Water Heating             |         |                   |          |
| Unit Address                                                                                                |                                                 |                                                                                     |         |         | Water                     |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Sewer                     |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Trash Collection          |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Other                     |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Range/Microwave           |         |                   |          |
| Number of Bedrooms                                                                                          |                                                 |                                                                                     |         |         | Refrigerator              |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Total                     |         |                   |          |



adapted from form HUD-52667  
(04/2023)

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

| Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>                                          |                                                 | Unit Type <b>Single-Family (Detached House)</b> |         |         |                           |          | Date (mm/dd/yyyy) |          |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------|---------|---------|---------------------------|----------|-------------------|----------|
| Utility of Service                                                                                          | Fuel Type                                       | 0 BR                                            | 1 BR    | 2 BR    | 3 BR                      | 4 BR     | 5 BR              | 6 BR     |
| Heating                                                                                                     | Natural Gas<br><i>(Includes Climate Credit)</i> | \$31.00                                         | \$38.00 | \$44.00 | \$48.00                   | \$54.00  | \$59.00           | \$65.00  |
|                                                                                                             | Bottle Gas                                      |                                                 |         |         |                           |          |                   |          |
|                                                                                                             | Electric                                        | \$49.00                                         | \$58.00 | \$66.00 | \$75.00                   | \$80.00  | \$94.00           | \$104.00 |
|                                                                                                             | Electric Heat Pump                              | \$29.00                                         | \$34.00 | \$41.00 | \$46.00                   | \$51.00  | \$56.00           | \$60.00  |
|                                                                                                             | Fuel Oil                                        |                                                 |         |         |                           |          |                   |          |
| Cooking                                                                                                     | Natural Gas                                     | \$6.00                                          | \$6.00  | \$9.00  | \$11.00                   | \$15.00  | \$17.00           | \$19.00  |
|                                                                                                             | Bottle Gas                                      |                                                 |         |         |                           |          |                   |          |
|                                                                                                             | Electric                                        | \$10.00                                         | \$12.00 | \$18.00 | \$23.00                   | \$29.00  | \$34.00           | \$37.00  |
| Other Electric                                                                                              | <i>(Includes Climate Credit)</i>                | \$48.00                                         | \$58.00 | \$83.00 | \$118.00                  | \$151.00 | \$184.00          | \$202.00 |
| Air Conditioning                                                                                            |                                                 | \$7.00                                          | \$8.00  | \$18.00 | \$28.00                   | \$38.00  | \$49.00           | \$53.00  |
| Water Heating                                                                                               | Natural Gas                                     | \$15.00                                         | \$17.00 | \$25.00 | \$32.00                   | \$40.00  | \$47.00           | \$51.00  |
|                                                                                                             | Bottle Gas                                      |                                                 |         |         |                           |          |                   |          |
|                                                                                                             | Electric                                        | \$30.00                                         | \$35.00 | \$45.00 | \$55.00                   | \$65.00  | \$74.00           | \$80.00  |
|                                                                                                             | Fuel Oil                                        |                                                 |         |         |                           |          |                   |          |
| Water                                                                                                       |                                                 | \$56.00                                         | \$57.00 | \$67.00 | \$77.00                   | \$87.00  | \$99.00           | \$108.00 |
| Sewer                                                                                                       |                                                 | \$14.00                                         | \$14.00 | \$14.00 | \$14.00                   | \$14.00  | \$14.00           | \$14.00  |
| Trash Collection                                                                                            |                                                 | \$63.00                                         | \$63.00 | \$63.00 | \$63.00                   | \$63.00  | \$63.00           | \$63.00  |
| Range /Microwave                                                                                            |                                                 | \$11.00                                         | \$11.00 | \$11.00 | \$11.00                   | \$11.00  | \$11.00           | \$11.00  |
| Refrigerator                                                                                                |                                                 | \$12.00                                         | \$12.00 | \$12.00 | \$12.00                   | \$12.00  | \$12.00           | \$12.00  |
| <b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit. |                                                 |                                                 |         |         | Utility/Service/Appliance |          | Allowance         |          |
| Head of Household Name                                                                                      |                                                 |                                                 |         |         | Heating                   |          |                   |          |
|                                                                                                             |                                                 |                                                 |         |         | Cooking                   |          |                   |          |
|                                                                                                             |                                                 |                                                 |         |         | Other Electric            |          |                   |          |
|                                                                                                             |                                                 |                                                 |         |         | Air Conditioning          |          |                   |          |
| Unit Address                                                                                                |                                                 |                                                 |         |         | Water Heating             |          |                   |          |
|                                                                                                             |                                                 |                                                 |         |         | Water                     |          |                   |          |
|                                                                                                             |                                                 |                                                 |         |         | Sewer                     |          |                   |          |
|                                                                                                             |                                                 |                                                 |         |         | Trash Collection          |          |                   |          |
|                                                                                                             |                                                 |                                                 |         |         | Other                     |          |                   |          |
| Number of Bedrooms                                                                                          |                                                 |                                                 |         |         | Range / Microwave         |          |                   |          |
|                                                                                                             |                                                 |                                                 |         |         | Refrigerator              |          |                   |          |
|                                                                                                             |                                                 |                                                 |         |         | Total                     |          |                   |          |



adapted from form HUD-52667  
(04/2023)

The Nelrod Company 8/2024 Update-Rev Work 1/3/25

# Utility Allowances

August 2024

## HOUSING AUTHORITY OF THE CITY OF PITTSBURG

*Pittsburg, California*



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### UPDATE REPORT

### SECTION 8 HCV

### UTILITY ALLOWANCE SURVEY AND STUDY

The **Nelrod** Company®

3301 West Freeway 2nd Floor, Fort Worth, TX 76107  
Tel: 817-922-9000 / Fax: 817-922-9100

Satellite Office: Washington D.C. Metro Area and Houston, Texas

E-Mail Address: [ResidentLife@nelrod.com](mailto:ResidentLife@nelrod.com) – Web Site: [www.nelrod.com](http://www.nelrod.com)

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3301 West Freeway  
Fort Worth, TX 76107



Phone: 817-922-9000  
Fax: 817-922-9100

Email: ResidentLife@nelrod.com – Website: www.nelrod.com

October 22, 2024

Tanya Ray, Housing Manager  
Housing Authority of the City of Pittsburg  
914 Cumberland Drive  
Pittsburg, CA 94565

**Re: Section 8 HCV Program Utility Allowances Update Report - 2024**

Dear Mr. Ray:

ResidentLife Utility Allowances® is pleased to enclose a copy of the Section 8 Housing Choice Voucher Program Utility Allowances Update Report – 2024. Please see the Survey and Study Results section of the study analysis for details of changes.

ResidentLife Utility Allowances is putting our seal of compliance on the work we perform for your agency certifying that we have developed your Utility Allowances in compliance with HUD Regulations and guidelines. ***We recommend that you post your adopted utility allowance schedule(s) on your webpage. We have made this process easy for you by providing, by email, an electronic version of your currently updated Utility Allowances in a pdf format that is ready to upload directly to your website.*** This format displays our Seal of Certified Compliance assuring residents, Agency staff, HUD representatives, or other interested parties, that an approved method was used to efficiently and accurately develop your utility allowances and that the utility allowances are current.

Please carefully review this report for any identifiable problems, changes, corrections, and/or special needs and let me know if you have any changes or questions as soon as possible. If there are no changes requested to this report, then this report serves as the final report as well. **See attached Closure Acceptance Statement. Please sign and return as soon as possible.** You can contact me at (817) 922-9000 ext 140 or amy@nelrod.com. It is a pleasure working with your agency.

Sincerely,

*Amy Machala*

Amy Machala  
ResidentLife Utility Allowances Specialist  
Enclosure

Disclaimer: ResidentLife Utility Allowances® will make any necessary corrections to work previously performed prior to submission of final report. It is important to note that many local communities have different rate structures, weather patterns, types of charges, etc. ResidentLife Utility Allowances® has made every effort to be as accurate as possible, but will not be held responsible for changes involving different methodologies, rate structures, regulatory changes, omission and/or misinformation of cost calculation data from utility providers, selection of most advantageous cost calculation methodology in areas with multiple costing methods, and inaccurate allowances resulting from lack of information or data not provided by the agency.

3301 West Freeway  
Fort Worth, TX 76107



Phone: 817-922-9000  
Fax: 817-922-9100

Email: ResidentLife@nelrod.com – Website: www.nelrod.com

## Closure Acceptance Statement

**Re: Section 8 HCV Program Utility Allowances Update Report - 2024**

Upon signing this Closure Statement, I, \_\_\_\_\_, on behalf of the **Housing Authority of the City of Pittsburg, CA** acknowledge receipt of the survey study report.

I, or a member of our agency staff, have reviewed this report and have requested edits, changes or additions if needed. Our agency now accepts this survey study report as final. This does not mean that we will adopt these results as our Agency's actual allowances.

Signed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Please sign and return within 30 days  
fax to: (817) 922-9100 or email to residentlife@nelrod.com**

**Job# 2650-RU-004**

U:\2024\2024 Utility Allowances\2024 Agency Studies\Pittsburg, CA\S8 Update 2024\0001b-Pittsburg CA-S8 UA UPDATE Study Letter-2024.docx

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## **OBJECTIVES AND METHODOLOGY**

# OBJECTIVES AND METHODOLOGY

## Section 8 Housing Choice Voucher Program

### ANNUAL UPDATE 2024

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#### ***Utility Rate Comparison***

As required by HUD regulations 24 CFR 982.517, prior to beginning this update study for the **Housing Authority of the City of Pittsburg, CA**, a comparison (annual review) was made of the utility rates and charges (**August 2023**) utilized in the previous study and the current utility rates and charges (**August 2024**). This comparison indicated Pacific Gas & Electric's tier-1 & tier-2 rates increased 11% each, and the California Climate credit changed from -\$6.40 to -\$9.20 causing a -\$2.80 increase (44%). Pacific Gas & Electric's natural gas tier-1 rates increased 37%, tier-2 increased 33%, and the California Climate Credit changed from -\$4.40 to -\$7.12 causing a -\$2.72 increase (62%). The City of Pittsburg's water tier-1 rates increased 6%, & tier-2 rates increased 5%, and the monthly charge increased 5%. Sewer for Multi-Family & Single-Family monthly charges remained the same. Mt. Diablo Resource Recovery's trash collection monthly charge increased 9%. (See comparison in Support Documentation section of this report.) Since the utility providers' **rates and charges** have changed more than 10%, the current utility allowance schedule will be adjusted. This does not mean that **utility allowances** will change by the actual percentage values listed above.

#### ***Objective***

The objective of this study is to update current Section 8 Housing Choice Voucher Program utility allowances for electricity, natural gas, water, sewer, and trash collection with current rates and charges for each utility provider. HUD's Utility Schedule Model (**HUSM-Ver13i\_813\_Summit-Update**) will be used in this update study. This version automatically includes allowances under Electric Heating for Heat Pump in addition to Electric Resistance Heating. **Only one type of Heating should be chosen for determining the total utility allowances.**

*This Section 8 Housing Choice Voucher Program update study will be conducted in accordance with HUD Regulations 24 CFR 982.517 Utility Allowance Schedule.*

## ***Methodology***

The following steps were taken by a utility allowances specialist to accomplish the above objective:

### ***1. Utility Rates and Charges***

The following information was obtained by a rate specialist and input in the Utility Providers Residential Rates and Charges document:

- a. Documentation on current residential **electric** summer and winter rates and charges from **Pacific Gas & Electric** through their internet website and telephone inquiries.
- b. Documentation on current residential **natural gas** rates and charges from **Pacific Gas & Electric** through their internet website and telephone inquiries.
- c. Documentation on current residential **water and sewer** rates and charges from the **City of Pittsburgh** through their internet website and telephone inquiries.
- d. Documentation on current residential **trash collection** charges from the **Mt. Diablo Resource Recovery** through their internet website, Housing Agency, and telephone inquiries.

### ***2. Comparison of Utility Rates and Charges***

A rate specialist created charts comparing the previously applied electric, natural gas, water, sewer, and trash collection rates and charges for each provider to their current utility rates and charges. These charts calculate a percentage difference.

A rate specialist then analyzed the comparison charts and emailed the draft charts to the Agency with the recommendation to adjust current utility allowances due to a greater than 10% change in utility rates (HUD Regulations 24 CFR 982.517(c)(1)).

### ***3. Data Gathering***

#### ***a. Currently Adopted Utility Allowances***

A copy of the currently adopted Section 8 HCV Utility Allowance Schedules were requested and received from the Agency.

b. *Monthly Utility Consumption Averages and Climatic Adjustment*

HUD's Utility Schedule Model (**Ver13i\_813\_Summit-Update**) was utilized for the base community-wide consumptions which take into consideration current usage patterns and more energy efficient equipment. This tool provides for a "**Green Discount**" choice of "**None**" (**Standard**), "**Energy Star**", "**LEED**", or "**Significant Green Retrofit**". Choosing "**None**" provides "**Standard**" equipment and measures, and choosing "**Energy Star**", "**LEED**", or "**Significant Green Retrofit**" provides "**Energy Efficient**" equipment and measures. Each selection modifies the consumption averages.

In this engineering-methodology study the "**None**" (**standard**), choice was utilized. The Agency did not indicate a need for Energy Efficient Utility Allowances at this time.

The HUSM tool provides a choice of locations for the climatic adjustment of the base consumptions, by housing agency code or zip code. For agencies that cover more than one climatic zone, we utilize climatic data from the PHA\_Average\_HDD-CDD spreadsheet to determine the appropriate base consumptions.

**Water** average consumption is based on a national average, acquired via internet research, per building type and bedroom size.

**There was no change in the consumption averages from the last study.**

4. *Utility Allowance Adjustments (Cost of Consumption)*

The following steps were taken by a utility allowance specialist:

- a. Updated the Cost of Consumption charts from the previous study with current utility rates and charges for **electric** usage for each building type and each bedroom size.
- b. Updated the Cost of Consumption charts from the previous study with current utility rates and charges for **natural gas** usage for each building type and each bedroom size.
- c. Updated, where needed, the Cost of Consumption charts from the previous study with current utility rates and charges for **water and sewer** usage for each building type and each bedroom size.

d. Applied the current **trash collection** charge.

These new utility allowances were entered into **2** forms HUD-52667 for applicable building types.

## 5. [Section 8 Utility Allowance Schedules - Form HUD-52667](#)

ResidentLife Utility Allowances® has provided **2** updated forms HUD-52667, one each for **Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)** (0-6 bedrooms) and **Single-Family (Detached House)** (0-6 bedrooms).

**NOTE 1:** The **Natural Gas** and **Electric** utility provider has a **California Climate Credit** that is not based on consumption. This credit has been deducted from the "Other Electric, Lighting, Refrigeration, Etc." calculations and is included in the "Other Electric" (Lights & Appliances) row of the form HUD-52667, **per the Agency**.

**NOTE 2:** If the owner/landlord does not provide a range or refrigerator with the leased unit, the agency must provide an allowance for the **tenant-provided range or refrigerator**, to supplement maintenance costs, and should be based on the lesser of the cost of leasing or installment purchasing of suitable equipment. Microwave applies only to studio/efficiency units that do not have a range/stove cooking source. Who provided the range and refrigerator must be indicated on the Request for Tenancy Approval (RFTA) and dwelling unit lease.

**NOTE 3:** For your convenience, we have provided utility allowances for Reasonable Accommodations medical equipment.

**NOTE 4:** On December 20, 2018, HUD revised the Section 8 HCV utility allowance regulations (24 CFR §982.517) item (d) Use of Utility Allowances Schedule, to now specify "The PHA must use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by the family or the family unit size as determined under the PHA subsidy standards." See HUD regulations for the exceptions.

**NOTE 5:** According to HUD's instructions provided with form HUD-52667, this form shall be reproduced by the Agency and given to families with their Voucher or subsequently in connection with any revisions. This form will provide the family, while shopping for a unit, with the amount of the allowances for various types of units for rent. With these allowances the family can compare gross rents and fair market rents. This form shall also be used by the Agency to record the actual allowance for each family and this form must be maintained in the tenant's file.

## 6. Support Documentation

Per HUD regulations (24 CFR 982.517(c)(1)), the Agency must maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.

This report contains a copy of all such supporting documentation.

## 7. Annual Update

HUD regulations (24 CFR 982.517(c)(1)) state that housing authorities **must review its schedule of utility allowances each year**, and **must revise** its allowance for a utility category **if there has been a change of 10%** or more in the utility rate since the last time the utility allowance schedule was revised.

## 8. Submission of Adopted Utility Allowance Schedule

According to Section 8 Housing Choice Voucher Program HUD Regulations (24 CFR 982.517(a)(2)), a copy of the adopted utility allowance schedules (form HUD-52667) must be sent to your local HUD Field Office. At HUD's request, the Agency also must provide any information or procedures used in the preparation of the schedule.

## 9. Reasonable Accommodations

We have provided utility allowances for Reasonable Accommodations medical equipment.

If a family has a person with disabilities, and they need a higher utility allowance as a reasonable accommodation (in accordance with 24 CFR part 8, they may make a request to the housing agency. The housing agency must approve the higher utility allowance to make the program accessible to, and usable by, the family member with a disability (24 CFR 982.517(e)).

## **SURVEY AND STUDY RESULTS**

# SURVEY AND STUDY RESULTS

## SECTION 8 HOUSING CHOICE VOUCHER

### ANNUAL UPDATE 2024

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The HUD Regulation (24 CFR 982.517) requirement of a comparison of the utility providers' rates and charges was conducted and indicated a greater than 10% change in utility rates and charges since the 2023 study was conducted (refer to page 2, first paragraph, and/or the Comparison of Previous and Current Utility Rates, in the Support Documentation section of this report). Therefore, the **Housing Authority of the City of Pittsburg, CA** is updating utility allowances (using HUSM, conversion factors, and national averages) for electricity, natural gas, water, sewer, and trash collection for a **Section 8 HCV Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)** (0-6 bedrooms) and **Single-Family (Detached House)** (0-6bedrooms).

*This update study was conducted in accordance with HUD Regulations 24 CFR 982.517 Utility Allowance Schedule (Section 8 Housing Choice Voucher Program). HUSM-Ver13i\_813\_Summit-Update was used.*

The proposed Section 8 HCV Utility Allowances are shown in the following section on **2** forms HUD-52667.

**SECTION 8 UTILITY ALLOWANCE SCHEDULES**  
**(form HUD-52667)**

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

| Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>                                          |                                                 | Unit Type: <b>Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)</b> |         |         |                           |         | Date (mm/dd/yyyy) |          |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------|---------|---------|---------------------------|---------|-------------------|----------|
| Utility of Service                                                                                          | Fuel Type                                       | 0 BR                                                                                | 1 BR    | 2 BR    | 3 BR                      | 4 BR    | 5 BR              | 6 BR     |
| Heating                                                                                                     | Natural Gas<br><i>(Includes Climate Credit)</i> | \$19.00                                                                             | \$25.00 | \$29.00 | \$33.00                   | \$37.00 | \$38.00           | \$42.00  |
|                                                                                                             | Bottle Gas                                      |                                                                                     |         |         |                           |         |                   |          |
|                                                                                                             | Electric                                        | \$24.00                                                                             | \$28.00 | \$35.00 | \$42.00                   | \$50.00 | \$57.00           | \$80.00  |
|                                                                                                             | Electric Heat Pump                              | \$20.00                                                                             | \$24.00 | \$29.00 | \$32.00                   | \$36.00 | \$39.00           | \$42.00  |
|                                                                                                             | Fuel Oil                                        |                                                                                     |         |         |                           |         |                   |          |
| Cooking                                                                                                     | Natural Gas                                     | \$6.00                                                                              | \$6.00  | \$9.00  | \$11.00                   | \$15.00 | \$17.00           | \$19.00  |
|                                                                                                             | Bottle Gas                                      |                                                                                     |         |         |                           |         |                   |          |
|                                                                                                             | Electric                                        | \$10.00                                                                             | \$12.00 | \$18.00 | \$23.00                   | \$29.00 | \$34.00           | \$37.00  |
| Other Electric                                                                                              | <i>(Includes Climate Credit)</i>                | \$30.00                                                                             | \$37.00 | \$55.00 | \$73.00                   | \$83.00 | \$115.00          | \$127.00 |
| Air Conditioning                                                                                            |                                                 | \$9.00                                                                              | \$10.00 | \$15.00 | \$19.00                   | \$23.00 | \$27.00           | \$29.00  |
| Water Heating                                                                                               | Natural Gas                                     | \$11.00                                                                             | \$13.00 | \$19.00 | \$25.00                   | \$32.00 | \$38.00           | \$42.00  |
|                                                                                                             | Bottle Gas                                      |                                                                                     |         |         |                           |         |                   |          |
|                                                                                                             | Electric                                        | \$24.00                                                                             | \$28.00 | \$36.00 | \$44.00                   | \$52.00 | \$59.00           | \$64.00  |
|                                                                                                             | Fuel Oil                                        |                                                                                     |         |         |                           |         |                   |          |
| Water                                                                                                       |                                                 | \$56.00                                                                             | \$57.00 | \$67.00 | \$77.00                   | \$87.00 | \$99.00           | \$108.00 |
| Sewer                                                                                                       |                                                 | \$14.00                                                                             | \$14.00 | \$14.00 | \$14.00                   | \$14.00 | \$14.00           | \$14.00  |
| Trash Collection                                                                                            |                                                 | \$63.00                                                                             | \$63.00 | \$63.00 | \$63.00                   | \$63.00 | \$63.00           | \$63.00  |
| Range /Microwave                                                                                            |                                                 | \$11.00                                                                             | \$11.00 | \$11.00 | \$11.00                   | \$11.00 | \$11.00           | \$11.00  |
| Refrigerator                                                                                                |                                                 | \$12.00                                                                             | \$12.00 | \$12.00 | \$12.00                   | \$12.00 | \$12.00           | \$12.00  |
| <b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit. |                                                 |                                                                                     |         |         | Utility/Service/Appliance |         | Allowance         |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Heating                   |         |                   |          |
| Head of Household Name                                                                                      |                                                 |                                                                                     |         |         | Cooking                   |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Other Electric            |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Air Conditioning          |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Water Heating             |         |                   |          |
| Unit Address                                                                                                |                                                 |                                                                                     |         |         | Water                     |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Sewer                     |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Trash Collection          |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Other                     |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Range/Microwave           |         |                   |          |
| Number of Bedrooms                                                                                          |                                                 |                                                                                     |         |         | Refrigerator              |         |                   |          |
|                                                                                                             |                                                 |                                                                                     |         |         | Total                     |         |                   |          |



adapted from form HUD-52667  
(04/2023)

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

| Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>                                          |                                          | Unit Type <b>Single-Family (Detached House)</b> |         |         |                           |          | Date (mm/dd/yyyy) |          |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------|---------|---------|---------------------------|----------|-------------------|----------|
| Utility of Service                                                                                          | Fuel Type                                | 0 BR                                            | 1 BR    | 2 BR    | 3 BR                      | 4 BR     | 5 BR              | 6 BR     |
| Heating                                                                                                     | Natural Gas<br>(Includes Climate Credit) | \$31.00                                         | \$38.00 | \$44.00 | \$48.00                   | \$54.00  | \$59.00           | \$65.00  |
|                                                                                                             | Bottle Gas                               |                                                 |         |         |                           |          |                   |          |
|                                                                                                             | Electric                                 | \$49.00                                         | \$58.00 | \$66.00 | \$75.00                   | \$80.00  | \$94.00           | \$104.00 |
|                                                                                                             | Electric Heat Pump                       | \$29.00                                         | \$34.00 | \$41.00 | \$46.00                   | \$51.00  | \$56.00           | \$60.00  |
|                                                                                                             | Fuel Oil                                 |                                                 |         |         |                           |          |                   |          |
| Cooking                                                                                                     | Natural Gas                              | \$6.00                                          | \$6.00  | \$9.00  | \$11.00                   | \$15.00  | \$17.00           | \$19.00  |
|                                                                                                             | Bottle Gas                               |                                                 |         |         |                           |          |                   |          |
|                                                                                                             | Electric                                 | \$10.00                                         | \$12.00 | \$18.00 | \$23.00                   | \$29.00  | \$34.00           | \$37.00  |
| Other Electric                                                                                              | (Includes Climate Credit)                | \$48.00                                         | \$58.00 | \$83.00 | \$118.00                  | \$151.00 | \$184.00          | \$202.00 |
| Air Conditioning                                                                                            |                                          | \$7.00                                          | \$8.00  | \$18.00 | \$28.00                   | \$38.00  | \$49.00           | \$53.00  |
| Water Heating                                                                                               | Natural Gas                              | \$15.00                                         | \$17.00 | \$25.00 | \$32.00                   | \$40.00  | \$47.00           | \$51.00  |
|                                                                                                             | Bottle Gas                               |                                                 |         |         |                           |          |                   |          |
|                                                                                                             | Electric                                 | \$30.00                                         | \$35.00 | \$45.00 | \$55.00                   | \$65.00  | \$74.00           | \$80.00  |
|                                                                                                             | Fuel Oil                                 |                                                 |         |         |                           |          |                   |          |
| Water                                                                                                       |                                          | \$56.00                                         | \$57.00 | \$67.00 | \$77.00                   | \$87.00  | \$99.00           | \$108.00 |
| Sewer                                                                                                       |                                          | \$14.00                                         | \$14.00 | \$14.00 | \$14.00                   | \$14.00  | \$14.00           | \$14.00  |
| Trash Collection                                                                                            |                                          | \$63.00                                         | \$63.00 | \$63.00 | \$63.00                   | \$63.00  | \$63.00           | \$63.00  |
| Range /Microwave                                                                                            |                                          | \$11.00                                         | \$11.00 | \$11.00 | \$11.00                   | \$11.00  | \$11.00           | \$11.00  |
| Refrigerator                                                                                                |                                          | \$12.00                                         | \$12.00 | \$12.00 | \$12.00                   | \$12.00  | \$12.00           | \$12.00  |
| <b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit. |                                          |                                                 |         |         | Utility/Service/Appliance |          | Allowance         |          |
| Head of Household Name                                                                                      |                                          |                                                 |         |         | Heating                   |          |                   |          |
|                                                                                                             |                                          |                                                 |         |         | Cooking                   |          |                   |          |
|                                                                                                             |                                          |                                                 |         |         | Other Electric            |          |                   |          |
|                                                                                                             |                                          |                                                 |         |         | Air Conditioning          |          |                   |          |
| Unit Address                                                                                                |                                          |                                                 |         |         | Water Heating             |          |                   |          |
|                                                                                                             |                                          |                                                 |         |         | Water                     |          |                   |          |
|                                                                                                             |                                          |                                                 |         |         | Sewer                     |          |                   |          |
|                                                                                                             |                                          |                                                 |         |         | Trash Collection          |          |                   |          |
|                                                                                                             |                                          |                                                 |         |         | Other                     |          |                   |          |
| Number of Bedrooms                                                                                          |                                          |                                                 |         |         | Range / Microwave         |          |                   |          |
|                                                                                                             |                                          |                                                 |         |         | Refrigerator              |          |                   |          |
|                                                                                                             |                                          |                                                 |         |         | Total                     |          |                   |          |



adapted from form HUD-52667  
(04/2023)

## **Reasonable Accommodation Medical Equipment Allowances**

**Electric Provider: Pacific Gas & Electric (wtd avg)**

| <b>Item</b>                | <b>Hours per Day</b> | <b>Wattage</b> | <b>Monthly kWh</b> | <b>Energy Charge</b> | <b>Utility Allowance</b> |
|----------------------------|----------------------|----------------|--------------------|----------------------|--------------------------|
| Oxygen Concentrator        | 18                   | 400            | 223                | 0.25274              | \$56.00                  |
| Nebulizer                  | 2                    | 75             | 5                  | 0.25274              | \$1.00                   |
| Electric Hospital Bed      | 0.2                  | 200            | 1                  | 0.25274              | \$1.00                   |
| Alternating Pressure Pad   | 24                   | 70             | 52                 | 0.25274              | \$13.00                  |
| Low Air-Loss Mattress      | 24                   | 120            | 89                 | 0.25274              | \$22.00                  |
| Power Wheelchair/Scooter   | 3                    | 360            | 33                 | 0.25274              | \$8.00                   |
| Feeding Tube Pump          | 24                   | 120            | 89                 | 0.25274              | \$22.00                  |
| CPAP Machine               | 10                   | 30             | 9                  | 0.25274              | \$2.00                   |
| Leg Compression Pump       | 24                   | 30             | 22                 | 0.25274              | \$6.00                   |
| Dialysis Machine/Equipment | 2                    | 710            | 44                 | 0.25274              | \$11.00                  |

### ***Oxygen Concentrator***

Use per day varies, assume 12-14 hours a day. The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

### ***Nebulizer***

A medicine delivery system used mostly for pediatric care. Used 4-6 times a day for 20 minutes at a time at 75W.

### ***Semi/Fully Electric Hospital Bed***

Use depends on adjustments. 200 W.

### ***Alternating Pressure Pad***

An air-filled mattress overlay. Used 24 hours a day for someone who is bed-ridden.

### ***Low Air-Loss Mattress***

Takes the place of mattress - air -filled pressurized mattress. Cycles air around every 15-20 minutes.

### ***Power Wheelchairs and Scooters***

Need to be charged approximately 8 hours every 3 days. Batteries are 120 V, 3 Amp, 360 W.

### ***Feeding Tube Pump (Continuous Feed)***

A pump delivers a constant amount of formula throughout the day or night.

### ***CPAP Machine***

For Sleep Apnea. Runs only at night for people who have a tendency to stop breathing at night. At maximum pressure use is 40 Watts. On average - 30 Watts

### ***Leg Compression Pump***

Provides intensive compression therapy. Use varies, generally from 8-24 hours daily.

### ***Dialysis Machine/Equipment (Small/Portable)***

Filters a patient's blood to remove excess water and waste products. Used 2 hours daily.

## **INSTRUCTIONS FOR HUD FORMS-52667 UTILITY ALLOWANCE SCHEDULE**

PHAs must maintain a completed HUD Form-52667 Utility Allowance Schedule for each unit type that is typical in the PHA's jurisdiction. The utility allowance schedule is based on the typical cost of utilities and services paid by energy conservation households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole and current utility rates.

This form includes the utilities that the PHA must consider: heating (space), cooking, other electric (e.g. lights, appliances, general usage), air conditioning (if the majority of housing units in the market provide centrally airconditioned units or there is appropriate wiring for tenant-installed air conditioners), water heating, water, sewer, trash, the cost to provide a range, and the cost to provide a refrigerator. This form includes several fuel types, however, the PHA is not required to have a utility allowance for every fuel type listed on the form. The PHA is only required to have an allowance for the fuel types that are typical in the PHA's jurisdiction.

Electric resistance vs. electric heat pump: The most recent update to the HUD-52667 includes "Electric Heat Pump" as a fuel type under "Heating". PHAs may choose to provide an allowance on the schedule for electric (resistance), electric heat pump, or both. Heat pumps are more efficient and are associated with lower consumption. By adding this to the form, HUD is not requiring PHAs to consider both. This is up to the PHA, however, the [HUD Utility Schedule Model](#) tool available on HUDUser.gov provides an allowance for both electric resistance and electric heat pump.

Determining Allowances: In general, PHAs use local sources of information on the cost of utilities and services, such as:

1. Electric utility suppliers
2. Natural gas utility suppliers
3. Water and sewer suppliers
4. Fuel oil and bottled gas suppliers
5. Public service commissions
6. Real estate and property management firms
7. State and local agencies
8. Appliance sales and leasing firms

PHAs may use the HUD Utility Schedule Model (HUSM) available on HUDUser.org to determine their Utility Allowance Schedules. The tool uses geographic-specific utility consumption rates combined with user entered data on utility rates to determine the overall monthly allowance

The public reporting burden for this information collection is estimated to be up to 0.25 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number.

**Privacy Act Statement:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Previous versions are obsolete.

**Form HUD-52667 (04/2023)**

# UTILITY ALLOWANCES MONTHLY FIXED CHARGES

## Form HUD-52667

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### **Explanation of Utility Provider Monthly Fixed Charges (Monthly Customer Credit)**

- Fact 1: Utility providers do not separate consumption usage like that required for the form HUD-52667 (by end-uses: Space Heating is Natural Gas; Cooking is Natural Gas; Water Heating is Natural Gas; or Space Heating is Electric; etc.).
- Fact 2: Most utility providers bill their customers a service charge that is not based on usage. Some utility providers have an ongoing monthly (or Semi-Annual) credit. It is added to (or subtracted from) the customer's bill each month. Even if the client does not use any utilities during the month, they are still billed a monthly service charge.
- Fact 3: Some utility providers have an ongoing customers credit (monthly or Semi-Annual).
- Fact 4: Per HUD regulations, Section 8 HCV Utility Allowances are based on the community as-a-whole. Your agency doesn't necessarily know in advance what utilities the tenant will have to pay, or whether the unit has natural gas appliances, bottle gas service, etc.

### **Service Fixed Charge (Monthly Customer Credit)**

Therefore, since the monthly customer credit is not based on consumption usage, it cannot be divided equally between the end-uses on the form HUD-52667. As these amounts represent a negative figure some agency's management programs will not allow the input of a negative number. Thus, the monthly credit needs to be subtracted from one of the end-uses. For electricity, the "Other Electric" end-use is best. For the Natural Gas, the space heating end-use is best.

### **Calculating Total Utility Allowances on form HUD-52667**

#### ***Natural Gas Service Monthly Credit***

When the total utility allowance is calculated for a particular unit which has natural gas appliances, if the tenant pays natural gas utilities, and the utility provider has a **monthly credit amount, the credit will be subtracted from the space "heating" allowances.**

#### ***Electric Service Monthly Credit***

All dwelling units are supplied with electricity. If the tenant pays for electric utilities and the electric utility provider has a **monthly credit amount, the credit will be subtracted from "other electric" allowances.**

## Description of Unit (Structure/Building) Types (Grouped by use of Energy)

---

### 1. **Apartment/Walk-Up/Condominium/Garden Apartment/Low-Rise/Flat/Mid-Rise (Multi-Family) – 3 or More Units**

Building with a group of individual units with 2 or more common walls; attached to other units; separate entrances, and may have common staircases.

- Each building may have an end unit, inside unit, top unit, bottom unit, etc.
- Usually, but not always, have units on both sides of building.
- Apartments usually have one owner while condominiums are usually individually owned.

### 2. **High-Rise Apartment (Multi-Family) – 5 or More Units**

A multi-unit building; 5 or more stories; sharing one or more common entrances (may have elevator).

### 3. **Row House/Townhouse/Triplex/Fourplex/Multiplex (Multi-Family) - 3 or More Units**

An individual unit attached to other individual units; 1 or more common walls; separate ground level entrances; 1 or 2 story units.

- Each building will have end units and inside units.
- Fourplex units usually share 2 common walls; can be square-shaped or L-shaped.
- Triplex building can be V-shaped.

### 4. **Semi-Detached/Duplex (Multi-Family)**

Building with 2 individual housing units; with separate entrances; one common wall; 1 or 2 story units.

### 5. **Detached House (Single-Family)**

A detached building intended to house one family; sits on its own piece of land; not attached to another dwelling.

### 6. **Manufactured/Mobile Home (Single-Family)**

A detached movable or portable housing structure; at least 32 feet in length and over 8 feet in width; constructed to be towed on its own chassis and designed to be installed with or without a permanent foundation.

- May be 2 or more units fitted together to make one residence.

## **SECTION 8 CONSUMPTION SOURCES AND ADJUSTMENTS**

## SECTION 8 CONSUMPTION SOURCES AND ADJUSTMENTS

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We have utilized HUD's engineering-methodology tool for developing the base consumptions and utility allowances for the Section 8 Program. The Microsoft Excel spreadsheet HUD Utility Schedule Model (**HUSM-Ver13i\_813\_Summit-Update**) is available on HUD User's website.

**Note: HUSM-Ver13i\_813\_Summit-Update includes allowances for a Heat Pump for Electric space Heating. Only one type of Heating should be chosen for determining the total utility allowances for a unit.**

HUSM is a tool provided by HUD for use in Section 8 HCV utility allowances. HUD realizes there may be errors or discrepancies in the database regarding consumptions and adjustments, and expects the user to correct them as needed.

***The Nelrod Company and its ResidentLife Utility Allowance division assume no liability for discrepancies in the HUD HUSM Tool or from uses of the outcome data produced and utilized for utility allowances.***

**This tool provides for a choice of "None" (Standard), "Energy Star", "LEED", or "Significant Green Retrofit", utility allowances.**

The HUSM tool provides a choice of locations for the climatic adjustment of the base consumptions, by housing agency code or zip code. For agencies that cover more than one climatic zone, we utilize climatic data from the PHA\_Average\_HDD-CDD spreadsheet to determine the appropriate base consumptions.

**Water** average consumption is based on a national average, acquired via internet research, per building type and bedroom size.

Since HUSM only provides export of the results of the calculations on the form HUD-52667, we have provided in this report Cost of Consumption charts showing how the allowances are calculated for each applicable building type, fuel type and bedroom size.

### ***Tenant Purchased Refrigerator and/or Range:***

Allowances for ranges and refrigerators must be based on the lesser of the cost of leasing or installment purchasing of suitable equipment (reference Instructions to Form HUD-52667). This allowance is not intended to cover the cost of purchase or lease of the appliance. The maintenance of a landlord-provided appliance is the responsibly and cost

of the landlord. This allowance is provided to supplement the tenant-supplied appliance's maintenance cost.

This amount is added to the monthly utility allowance only if the dwelling unit was not furnished with a refrigerator, a range (stove), or for a SRO (Single Room Occupancy-studio unit) a microwave, and the tenant has had to purchase or lease the appliance(s). Note: An allowance cannot be given for both a range and a microwave.

**Range or Microwave (for SRO or Studio Units) Purchase/Lease**

\$450.00 (includes tax) @ 14.95% add-on interest for 60 months = \$11.00

**Refrigerator Purchase/Lease**

\$500.00 (includes tax) @ 14.95% add-on interest for 60 months = \$12.00

## **SECTION 8 CONSUMPTIONS**

# HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA

## Standard Schedule

Developed by  
ResidentLife Utility  
Allowances®

HUSM 13i for Section 8 Housing Choice Voucher Program

October 22, 2024

### Apartment - Total Monthly Consumptions

| Utility or Service               | Units  | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR | 6BR |
|----------------------------------|--------|-----|-----|-----|-----|-----|-----|-----|
| Heating with Natural Gas         | therms | 14  | 17  | 19  | 21  | 23  | 24  | 26  |
| Heating with Electric Resistance | kWh    | 93  | 110 | 139 | 168 | 198 | 227 | 245 |
| Heating with Electric Heat Pump  | kWh    | 81  | 95  | 113 | 127 | 141 | 154 | 166 |
|                                  |        |     |     |     |     |     |     |     |
| Cooking with Natural Gas         | therms | 3   | 3   | 5   | 6   | 8   | 9   | 10  |
| Cooking with Electricity         | kWh    | 41  | 48  | 70  | 91  | 113 | 134 | 145 |
|                                  |        |     |     |     |     |     |     |     |
| Other Electric                   | kWh    | 154 | 182 | 253 | 324 | 395 | 466 | 503 |
|                                  |        |     |     |     |     |     |     |     |
| Air Conditioning                 | kWh    | 35  | 41  | 58  | 74  | 90  | 106 | 114 |
|                                  |        |     |     |     |     |     |     |     |
| Water Heating with Natural Gas   | therms | 6   | 7   | 10  | 13  | 17  | 20  | 22  |
| Water Heating with Electricity   | kWh    | 95  | 112 | 143 | 174 | 204 | 235 | 254 |

### Developed by ResidentLife Utility Allowances®

|       |     |      |      |      |      |      |      |       |
|-------|-----|------|------|------|------|------|------|-------|
| Water | gal | 3600 | 3750 | 5250 | 6750 | 8250 | 9750 | 10750 |
| Sewer | gal | 3600 | 3750 | 5250 | 6750 | 8250 | 9750 | 10750 |

Based on research of national averages

# HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA

## Standard Schedule

Developed by  
ResidentLife  
Utility  
Allowances®

HUSM 13i for Section 8 Housing Choice Voucher Program

October 22, 2024

### Single-Family Detached House - Total Monthly Consumptions

| Utility or Service               | Units  | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR | 6BR |
|----------------------------------|--------|-----|-----|-----|-----|-----|-----|-----|
| Heating with Natural Gas         | therms | 20  | 24  | 27  | 29  | 32  | 35  | 38  |
| Heating with Electric Resistance | kWh    | 195 | 230 | 263 | 296 | 329 | 362 | 391 |
| Heating with Electric Heat Pump  | kWh    | 115 | 136 | 161 | 181 | 201 | 221 | 239 |
| Cooking with Natural Gas         | therms | 3   | 3   | 5   | 6   | 8   | 9   | 10  |
| Cooking with Electricity         | kWh    | 41  | 48  | 70  | 91  | 113 | 134 | 145 |
| Other Electric                   | kWh    | 227 | 267 | 371 | 476 | 580 | 685 | 740 |
| Air Conditioning                 | kWh    | 27  | 32  | 72  | 112 | 152 | 193 | 208 |
| Water Heating with Natural Gas   | therms | 8   | 9   | 13  | 17  | 21  | 25  | 27  |
| Water Heating with Electricity   | kWh    | 119 | 140 | 178 | 217 | 256 | 294 | 318 |

### Developed by ResidentLife Utility Allowances®

|       |     |      |      |      |      |      |      |       |
|-------|-----|------|------|------|------|------|------|-------|
| Water | gal | 3600 | 3750 | 5250 | 6750 | 8250 | 9750 | 10750 |
| Sewer | gal | 3600 | 3750 | 5250 | 6750 | 8250 | 9750 | 10750 |

Based on research of national averages

**UTILITY ALLOWANCE  
COST OF CONSUMPTION  
CALCULATIONS**

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**Section 8 HCV Program (Community-Wide)**

**UTILITY ALLOWANCE COST OF CONSUMPTION CALCULATIONS**  
**Standard Schedule**

**ELECTRICITY - Pacific Gas & Electric**

**UPDATE 2024**

**Building Type: Apartment**

**A Climate Credit of \$-9.20 is included in the  
'Other Electric, Lighting, Refrigeration, Etc' calculations.**

**HEATING**

| Monthly Average Unit Consumption KWH for all bedroom types - <b>Winter</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|----------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                            | 93             | 110            | 139            | 168            | 198            | 227            | 245            |
| Total Energy Charges (0-316) per kwh 0.25274                               | \$23.50        | \$27.80        | \$35.13        | \$42.46        | \$50.04        | \$57.37        | \$79.87        |
| <b>Total Monthly Average Cost</b>                                          | <b>\$23.50</b> | <b>\$27.80</b> | <b>\$35.13</b> | <b>\$42.46</b> | <b>\$50.04</b> | <b>\$57.37</b> | <b>\$79.87</b> |

**HEAT PUMP**

| Monthly Average Unit Consumption KWH for all bedroom types - <b>Winter</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|----------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                            | 81             | 95             | 113            | 127            | 141            | 154            | 166            |
| Total Energy Charges (0-316) per kwh 0.25274                               | \$20.47        | \$24.01        | \$28.56        | \$32.10        | \$35.64        | \$38.92        | \$41.95        |
| <b>Total Monthly Average Cost</b>                                          | <b>\$20.47</b> | <b>\$24.01</b> | <b>\$28.56</b> | <b>\$32.10</b> | <b>\$35.64</b> | <b>\$38.92</b> | <b>\$41.95</b> |

**AIR CONDITIONING**

| Monthly Average Unit Consumption KWH for all bedroom types - <b>Summer</b> | 0BR           | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|----------------------------------------------------------------------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                            | 35            | 41             | 58             | 74             | 90             | 106            | 114            |
| Total Energy Charges (0-465) per kwh 0.25274                               | \$8.85        | \$10.36        | \$14.66        | \$18.70        | \$22.75        | \$26.79        | \$28.81        |
| <b>Total Monthly Average Cost</b>                                          | <b>\$8.85</b> | <b>\$10.36</b> | <b>\$14.66</b> | <b>\$18.70</b> | <b>\$22.75</b> | <b>\$26.79</b> | <b>\$28.81</b> |

**COOKING**

| Monthly Average Unit Consumption KWH for all bedroom types - <b>Year Round</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|--------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                                | 41             | 48             | 70             | 91             | 113            | 134            | 145            |
| Total Energy Chgs (0-366)(wtd avg) per kwh 0.25274                             | \$10.36        | \$12.13        | \$17.69        | \$23.00        | \$28.56        | \$33.87        | \$36.65        |
| <b>Total Monthly Average Cost</b>                                              | <b>\$10.36</b> | <b>\$12.13</b> | <b>\$17.69</b> | <b>\$23.00</b> | <b>\$28.56</b> | <b>\$33.87</b> | <b>\$36.65</b> |

**OTHER ELECTRIC LIGHTING, REFRIGERATION, ETC.**

| Monthly Average Unit Consumption KWH for all bedroom types - <b>Year Round</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR             | 6BR             |
|--------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|-----------------|-----------------|
|                                                                                | 154            | 182            | 253            | 324            | 395            | 466             | 503             |
| California Climate Credit per month - \$9.20                                   | -\$9.20        | -\$9.20        | -\$9.20        | -\$9.20        | -\$9.20        | -\$9.20         | -\$9.20         |
| Total Energy Chgs (0-366)(wtd avg) per kwh 0.25274                             | \$38.92        | \$46.00        | \$63.94        | \$81.89        | \$92.50        | \$92.50         | \$92.50         |
| Total Energy Chgs (367-1464)(wtd avg) per kwh 0.316383                         |                |                |                |                |                | \$31.64         | \$43.34         |
| <b>Total Monthly Average Cost</b>                                              | <b>\$29.72</b> | <b>\$36.80</b> | <b>\$54.74</b> | <b>\$72.69</b> | <b>\$83.30</b> | <b>\$114.94</b> | <b>\$126.64</b> |

**WATER HEATING**

| Monthly Average Unit Consumption KWH for all bedroom types - <b>Year Round</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|--------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                                | 95             | 112            | 143            | 174            | 204            | 235            | 254            |
| Total Energy Chgs (0-366)(wtd avg) per kwh 0.25274                             | \$24.01        | \$28.31        | \$36.14        | \$43.98        | \$51.56        | \$59.39        | \$64.20        |
| <b>Total Monthly Average Cost</b>                                              | <b>\$24.01</b> | <b>\$28.31</b> | <b>\$36.14</b> | <b>\$43.98</b> | <b>\$51.56</b> | <b>\$59.39</b> | <b>\$64.20</b> |

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**Section 8 HCV Program (Community-Wide)**

**UTILITY ALLOWANCE COST OF CONSUMPTION CALCULATIONS**  
**Standard Schedule**

**ELECTRICITY - Pacific Gas & Electric**

**UPDATE 2024**

**Building Type: Detached House**

**A Climate Credit of \$-9.20 is included in the  
'Other Electric, Lighting, Refrigeration, Etc' calculations.**

**HEATING**

| Monthly Average Unit Consumption KWH for all bedroom types - <b>Winter</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR             |
|----------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|
|                                                                            | 195            | 230            | 263            | 296            | 329            | 362            | 391             |
| Total Energy Charges (0-316) per kwh 0.25274                               | \$49.28        | \$58.13        | \$66.47        | \$74.81        | \$79.87        | \$79.87        | \$79.87         |
| Total Energy Charges (317-1264) per kwh 0.316383                           |                |                |                |                |                | \$14.55        | \$23.73         |
| <b>Total Monthly Average Cost</b>                                          | <b>\$49.28</b> | <b>\$58.13</b> | <b>\$66.47</b> | <b>\$74.81</b> | <b>\$79.87</b> | <b>\$94.42</b> | <b>\$103.60</b> |

**HEAT PUMP**

| Monthly Average Unit Consumption KWH for all bedroom types - <b>Winter</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|----------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                            | 115            | 136            | 161            | 181            | 201            | 221            | 239            |
| Total Energy Charges (0-316) per kwh 0.25274                               | \$29.07        | \$34.37        | \$40.69        | \$45.75        | \$50.80        | \$55.86        | \$60.40        |
| <b>Total Monthly Average Cost</b>                                          | <b>\$29.07</b> | <b>\$34.37</b> | <b>\$40.69</b> | <b>\$45.75</b> | <b>\$50.80</b> | <b>\$55.86</b> | <b>\$60.40</b> |

**AIR CONDITIONING**

| Monthly Average Unit Consumption KWH for all bedroom types - <b>Summer</b> | 0BR           | 1BR           | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|----------------------------------------------------------------------------|---------------|---------------|----------------|----------------|----------------|----------------|----------------|
|                                                                            | 27            | 32            | 72             | 112            | 152            | 193            | 208            |
| Total Energy Charges (0-465) per kwh 0.25274                               | \$6.82        | \$8.09        | \$18.20        | \$28.31        | \$38.42        | \$48.78        | \$52.57        |
| <b>Total Monthly Average Cost</b>                                          | <b>\$6.82</b> | <b>\$8.09</b> | <b>\$18.20</b> | <b>\$28.31</b> | <b>\$38.42</b> | <b>\$48.78</b> | <b>\$52.57</b> |

**COOKING**

| Monthly Average Unit Consumption KWH for all bedroom types - <b>Year Round</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|--------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                                | 41             | 48             | 70             | 91             | 113            | 134            | 145            |
| Total Energy Chgs (0-366)(wtd avg) per kwh 0.25274                             | \$10.36        | \$12.13        | \$17.69        | \$23.00        | \$28.56        | \$33.87        | \$36.65        |
| <b>Total Monthly Average Cost</b>                                              | <b>\$10.36</b> | <b>\$12.13</b> | <b>\$17.69</b> | <b>\$23.00</b> | <b>\$28.56</b> | <b>\$33.87</b> | <b>\$36.65</b> |

**OTHER ELECTRIC LIGHTING, REFRIGERATION, ETC.**

| Monthly Average Unit                      | 0BR            | 1BR            | 2BR            | 3BR             | 4BR             | 5BR             | 6BR             |
|-------------------------------------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|-----------------|
| Consumption KWH                           |                |                |                |                 |                 |                 |                 |
| for all bedroom types - <b>Year Round</b> | 227            | 267            | 371            | 476             | 580             | 685             | 740             |
| California Climate Credit                 |                |                |                |                 |                 |                 |                 |
| per month -\$9.20                         | -\$9.20        | -\$9.20        | -\$9.20        | -\$9.20         | -\$9.20         | -\$9.20         | -\$9.20         |
| Total Energy Chgs (0-366)(wtd avg)        |                |                |                |                 |                 |                 |                 |
| per kwh 0.25274                           | \$57.37        | \$67.48        | \$92.50        | \$92.50         | \$92.50         | \$92.50         | \$92.50         |
| Total Energy Chgs (367-1464)(wtd avg)     |                |                |                |                 |                 |                 |                 |
| per kwh 0.316383                          |                |                |                | \$34.80         | \$67.71         | \$100.93        | \$118.33        |
| <b>Total Monthly Average Cost</b>         | <b>\$48.17</b> | <b>\$58.28</b> | <b>\$83.30</b> | <b>\$118.10</b> | <b>\$151.01</b> | <b>\$184.23</b> | <b>\$201.63</b> |

**WATER HEATING**

| Monthly Average Unit                      | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|-------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Consumption KWH                           |                |                |                |                |                |                |                |
| for all bedroom types - <b>Year Round</b> | 119            | 140            | 178            | 217            | 256            | 294            | 318            |
| Total Energy Chgs (0-366)(wtd avg)        |                |                |                |                |                |                |                |
| per kwh 0.25274                           | \$30.08        | \$35.38        | \$44.99        | \$54.84        | \$64.70        | \$74.31        | \$80.37        |
| <b>Total Monthly Average Cost</b>         | <b>\$30.08</b> | <b>\$35.38</b> | <b>\$44.99</b> | <b>\$54.84</b> | <b>\$64.70</b> | <b>\$74.31</b> | <b>\$80.37</b> |

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**Section 8 HCV Program (Community-Wide)**

**UTILITY ALLOWANCE COST OF CONSUMPTION CALCULATIONS**  
**Standard Schedule**

**NATURAL GAS - Pacific Gas & Electric**

**UPDATE 2024**

**Building Type: Apartment**

**A Climate Credit of \$-7.12 is included in the 'Heating' calculations.**

**HEATING**

| Monthly Average Unit Consumption ccf for all bedroom types - <b>Winter</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|----------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                            | 14             | 17             | 19             | 21             | 23             | 24             | 26             |
| California Climate Credit per month - \$7.12                               | -\$7.12        | -\$7.12        | -\$7.12        | -\$7.12        | -\$7.12        | -\$7.12        | -\$7.12        |
| Total Energy Charges (0-50)(wtd avg) per ccf 1.89795                       | \$26.57        | \$32.27        | \$36.06        | \$39.86        | \$43.65        | \$45.55        | \$49.35        |
| <b>Total Monthly Average Cost</b>                                          | <b>\$19.45</b> | <b>\$25.15</b> | <b>\$28.94</b> | <b>\$32.74</b> | <b>\$36.53</b> | <b>\$38.43</b> | <b>\$42.23</b> |

**COOKING**

| Monthly Average Unit Consumption ccf for all bedroom types - <b>Year Round</b> | 0BR           | 1BR           | 2BR           | 3BR            | 4BR            | 5BR            | 6BR            |
|--------------------------------------------------------------------------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|
|                                                                                | 3             | 3             | 5             | 6              | 8              | 9              | 10             |
| Total Energy Charges (0-28)(wtd avg) per ccf 1.89795                           | \$5.69        | \$5.69        | \$9.49        | \$11.39        | \$15.18        | \$17.08        | \$18.98        |
| <b>Total Monthly Average Cost</b>                                              | <b>\$5.69</b> | <b>\$5.69</b> | <b>\$9.49</b> | <b>\$11.39</b> | <b>\$15.18</b> | <b>\$17.08</b> | <b>\$18.98</b> |

**WATER HEATING**

| Monthly Average Unit Consumption ccf for all bedroom types - <b>Year Round</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|--------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                                | 6              | 7              | 10             | 13             | 17             | 20             | 22             |
| Total Energy Charges (0-28)(wtd avg) per ccf 1.89795                           | \$11.39        | \$13.29        | \$18.98        | \$24.67        | \$32.27        | \$37.96        | \$41.75        |
| <b>Total Monthly Average Cost</b>                                              | <b>\$11.39</b> | <b>\$13.29</b> | <b>\$18.98</b> | <b>\$24.67</b> | <b>\$32.27</b> | <b>\$37.96</b> | <b>\$41.75</b> |

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**Section 8 HCV Program (Community-Wide)**

**UTILITY ALLOWANCE COST OF CONSUMPTION CALCULATIONS**  
**Standard Schedule**

**NATURAL GAS - Pacific Gas & Electric**

**UPDATE 2024**

**Building Type: Detached House**

A Climate Credit of \$-7.12 is included in the 'Heating' calculations.

**HEATING**

| Monthly Average Unit Consumption ccf for all bedroom types - <b>Winter</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|----------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                            | 20             | 24             | 27             | 29             | 32             | 35             | 38             |
| California Climate Credit per month - \$7.12                               | -\$7.12        | -\$7.12        | -\$7.12        | -\$7.12        | -\$7.12        | -\$7.12        | -\$7.12        |
| Total Energy Charges (0-50)(wtd avg) per ccf 1.89795                       | \$37.96        | \$45.55        | \$51.24        | \$55.04        | \$60.73        | \$66.43        | \$72.12        |
| <b>Total Monthly Average Cost</b>                                          | <b>\$30.84</b> | <b>\$38.43</b> | <b>\$44.12</b> | <b>\$47.92</b> | <b>\$53.61</b> | <b>\$59.31</b> | <b>\$65.00</b> |

**COOKING**

| Monthly Average Unit Consumption ccf for all bedroom types - <b>Year Round</b> | 0BR           | 1BR           | 2BR           | 3BR            | 4BR            | 5BR            | 6BR            |
|--------------------------------------------------------------------------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|
|                                                                                | 3             | 3             | 5             | 6              | 8              | 9              | 10             |
| Total Energy Charges (0-28)(wtd avg) per ccf 1.89795                           | \$5.69        | \$5.69        | \$9.49        | \$11.39        | \$15.18        | \$17.08        | \$18.98        |
| <b>Total Monthly Average Cost</b>                                              | <b>\$5.69</b> | <b>\$5.69</b> | <b>\$9.49</b> | <b>\$11.39</b> | <b>\$15.18</b> | <b>\$17.08</b> | <b>\$18.98</b> |

**WATER HEATING**

| Monthly Average Unit Consumption ccf for all bedroom types - <b>Year Round</b> | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|--------------------------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                                | 8              | 9              | 13             | 17             | 21             | 25             | 27             |
| Total Energy Charges (0-28)(wtd avg) per ccf 1.89795                           | \$15.18        | \$17.08        | \$24.67        | \$32.27        | \$39.86        | \$47.45        | \$51.24        |
| <b>Total Monthly Average Cost</b>                                              | <b>\$15.18</b> | <b>\$17.08</b> | <b>\$24.67</b> | <b>\$32.27</b> | <b>\$39.86</b> | <b>\$47.45</b> | <b>\$51.24</b> |

**HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA**  
**Section 8 HCV Program (Community-Wide)**

**UTILITY ALLOWANCE COST OF CONSUMPTION CALCULATIONS**  
**Standard Schedule**

**WATER & SEWER - City of Pittsburg**  
**TRASH COLLECTION - Mt. Diablo Resource Recovery**

**UPDATE 2024**

**Building Type: All Building Types**

**WATER**

| Monthly Average Unit Consumption gallons for all bedroom types | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR             |
|----------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|
|                                                                | 3600           | 3750           | 5250           | 6750           | 8250           | 9750           | 10750           |
| Convert to CCF                                                 | <b>4.81</b>    | <b>5.01</b>    | <b>7.02</b>    | <b>9.02</b>    | <b>11.03</b>   | <b>13.03</b>   | <b>14.37</b>    |
| Water Fixed Fee per month \$32.65                              | \$32.65        | \$32.65        | \$32.65        | \$32.65        | \$32.65        | \$32.65        | \$32.65         |
| Water Consumption Rate (0-12) per ccf \$4.92                   | \$23.67        | \$24.65        | \$34.54        | \$44.38        | \$54.27        | \$59.04        | \$59.04         |
| Water Consumption Rate (over 12) per ccf \$6.78                |                |                |                |                |                | \$6.98         | \$16.07         |
| <b>Total Monthly Average Cost</b>                              | <b>\$56.32</b> | <b>\$57.30</b> | <b>\$67.19</b> | <b>\$77.03</b> | <b>\$86.92</b> | <b>\$98.67</b> | <b>\$107.76</b> |

**SEWER - Multi-Family**

| Monthly Average Unit Consumption gallons for all bedroom types | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|----------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                | 3600           | 3750           | 5250           | 6750           | 8250           | 9750           | 10750          |
| Convert to CCF                                                 | <b>4.81</b>    | <b>5.01</b>    | <b>7.02</b>    | <b>9.02</b>    | <b>11.03</b>   | <b>13.03</b>   | <b>14.37</b>   |
| Sewer Fixed Fee per month \$13.50                              | \$13.50        | \$13.50        | \$13.50        | \$13.50        | \$13.50        | \$13.50        | \$13.50        |
| <b>Total Monthly Average Cost</b>                              | <b>\$13.50</b> | <b>\$13.50</b> | <b>\$13.50</b> | <b>\$13.50</b> | <b>\$13.50</b> | <b>\$13.50</b> | <b>\$13.50</b> |

**SEWER - Single-Family**

| Monthly Average Unit Consumption gallons for all bedroom types | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|----------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
|                                                                | 3600           | 3750           | 5250           | 6750           | 8250           | 9750           | 10750          |
| Convert to CCF                                                 | <b>4.81</b>    | <b>5.01</b>    | <b>7.02</b>    | <b>9.02</b>    | <b>11.03</b>   | <b>13.03</b>   | <b>14.37</b>   |
| Sewer Fixed Fee per month \$15.79                              | \$15.79        | \$15.79        | \$15.79        | \$15.79        | \$15.79        | \$15.79        | \$15.79        |
| <b>Total Monthly Average Cost</b>                              | <b>\$15.79</b> | <b>\$15.79</b> | <b>\$15.79</b> | <b>\$15.79</b> | <b>\$15.79</b> | <b>\$15.79</b> | <b>\$15.79</b> |

**TRASH COLLECTION**

|                                                                |                |                |                |                |                |                |                |
|----------------------------------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Monthly Average Unit Consumption gallons for all bedroom types | 0BR            | 1BR            | 2BR            | 3BR            | 4BR            | 5BR            | 6BR            |
|                                                                | 1              | 1              | 1              | 1              | 1              | 1              | 1              |
| Trash Service Rate per month \$63.20                           | \$63.20        | \$63.20        | \$63.20        | \$63.20        | \$63.20        | \$63.20        | \$63.20        |
| <b>Total Monthly Charges</b>                                   | <b>\$63.20</b> | <b>\$63.20</b> | <b>\$63.20</b> | <b>\$63.20</b> | <b>\$63.20</b> | <b>\$63.20</b> | <b>\$63.20</b> |

## SUPPORT DOCUMENTATION

## **UTILITY PROVIDER RATES AND CHARGES**

# HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA

## SECTION 8 HCV PROGRAM

### Utility Providers Residential Rates and Charges As of August 2024

#### ELECTRICITY

UPDATE 2024

Source: Pacific Gas & Electric

800-743-5000

www.pge.com\*

|                                      |                    |                |                                 |
|--------------------------------------|--------------------|----------------|---------------------------------|
| CARE - EL-1 - Territory S            |                    |                |                                 |
| <b>California Climate Credit</b>     | Per Month          | <b>-\$9.20</b> | (semi-annual credit of \$55.17) |
| <b>Tiers*</b>                        | <b>kwh per day</b> | <b>Tier-1</b>  | <b>Tier-2</b>                   |
|                                      |                    | (0%-100%)      | (101%-400%)                     |
| <b>Summer (June - September) (4)</b> | <b>15</b>          | <b>0-465</b>   | <b>466-1860</b>                 |
| <b>Winter (October - May) (8)</b>    | <b>10.2</b>        | <b>0-316</b>   | <b>317-1264</b>                 |
| <b>Year Round Weighted Avg</b>       | <b>11.8</b>        | <b>0-366</b>   | <b>367-1464</b>                 |
| Energy Charge*                       | Per KWH            | 0.38828        | 0.48617                         |
| D-CARE (-34.985%)                    | Per KWH            | -0.13584       | -0.170087                       |
| Energy Commission Tax                | Per KWH            | 0.0003         | 0.0003                          |
| <b>Total Energy Charges</b>          | Per KWH            | <b>0.25274</b> | <b>0.316383</b>                 |

#### NATURAL GAS

Source: Pacific Gas & Electric

800-743-5000

www.pge.com\*

|                                              |                       |                |                                 |
|----------------------------------------------|-----------------------|----------------|---------------------------------|
| CARE - GL-1 - Territory S                    |                       |                |                                 |
| <b>California Climate Credit</b>             | Per Month             | <b>-\$7.12</b> | (semi-annual credit of \$85.46) |
| <b>Tiers*</b>                                | <b>therms per day</b> | <b>Tier-1</b>  | <b>Tier-2</b>                   |
|                                              |                       | (baseline)     | (excess)                        |
| <b>Summer (April - October) (7)</b>          | <b>0.39</b>           | <b>0-12</b>    | <b>over 12</b>                  |
| Winter Off-Peak (Nov, Feb, Mar) (3)          | 1.38                  | 0-43           | over 43                         |
| Winter On-Peak (Dec, Jan) (2)                | 1.94                  | 0-60           | over 60                         |
| <b>Winter (November - March)(wtd avg)(5)</b> | <b>1.6</b>            | <b>0-50</b>    | <b>over 50</b>                  |
| <b>Year Round Weighted Avg</b>               | <b>0.89</b>           | <b>0-28</b>    | <b>over 28</b>                  |
| Energy Charge*                               | Per Therm             | 1.83614        | 2.1909                          |
| Gas Public Program Purpose Surchg (G-PPPS)   | Per Therm             | 0.0607         | 0.0607                          |
| G-SUR Franchise Fee Surcharge                | Per Therm             | 0.0001         | 0.0001                          |
| CPUC Reimbursement Fee                       | Per Therm             | 0.00101        | 0.00101                         |
| <b>Total Energy Charges</b>                  | Per Therm             | <b>1.89795</b> | <b>2.25271</b>                  |

Continue...

# HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA

## SECTION 8 HCV PROGRAM

### WATER, SEWER & TRASH COLLECTION

#### Source: City of Pittsburg

925-252-6900

[www.pittsburgca.gov](http://www.pittsburgca.gov)

& Call

| Water                  |           |         |               |
|------------------------|-----------|---------|---------------|
| Water Fixed Fee        | Per Month | \$32.65 |               |
|                        | Tiers*    | 0 - 12  | over 12       |
| Water Consumption Fee* | Per CCF   | \$4.92  | \$6.78        |
| Sewer                  |           |         |               |
|                        |           |         | Multi-Family  |
| Sewer Fixed Fee        | Per Month | \$13.50 |               |
| Sewer                  |           |         |               |
|                        |           |         | Single Family |
| Sewer Fixed Fee        | Per Month | \$15.79 |               |

#### Source: Mt. Diablo Resource Recovery

925-634-1123

[www.mdr.com](http://www.mdr.com)\*

Housing Agency

|                             |           |                |
|-----------------------------|-----------|----------------|
| <b>Trash Collection</b>     |           |                |
| Trash Service Rate (64 gal) | Per Month | <b>\$63.20</b> |

## **UTILITY PROVIDER DOCUMENTATION**



## PG&E's Electric Service Territory

| COUNTY       | CITY          | ZIP CODE*                                                     |
|--------------|---------------|---------------------------------------------------------------|
| CONTRA COSTA | ALAMO         | 94507                                                         |
|              | ANTIOCH       | 94509, 94531                                                  |
|              | BAY POINT     | 94565                                                         |
|              | BETHEL ISLAND | 94511                                                         |
|              | BRENTWOOD     | 94513                                                         |
|              | BYRON         | 94505, 94514                                                  |
|              | CANYON        | 94516                                                         |
|              | CLAYTON       | 94517                                                         |
|              | CONCORD       | 94518, 94519, 94520, 94521, 94522, 94523, 94524, 94527, 94529 |
|              | CROCKETT      | 94525                                                         |
|              | DANVILLE      | 94506, 94526                                                  |
|              | DIABLO        | 94528                                                         |
|              | DISCOVERY BAY | 94505, 94514                                                  |
|              | EL CERRITO    | 94530                                                         |
|              | EL SOBRANTE   | 94803                                                         |
|              | HERCULES      | 94547                                                         |
|              | KNIGHTSEN     | 94548                                                         |
|              | LAFAYETTE     | 94549                                                         |
|              | MARTINEZ      | 94553                                                         |
|              | MORAGA        | 94556                                                         |
|              | OAKLEY        | 94561                                                         |
|              | ORINDA        | 94563                                                         |
|              | PACHECO       | 94553                                                         |
|              | PINOLE        | 94564                                                         |
|              | PITTSBURG     | 94565                                                         |
|              | PLEASANT HILL | 94523                                                         |
|              | PORT COSTA    | 94569                                                         |
|              | RICHMOND      | 94801, 94802, 94803, 94804, 94805, 94806, 94807, 94808, 94850 |
|              | RODEO         | 94547, 94572                                                  |
|              | SAN PABLO     | 94803, 94806                                                  |
|              | SAN RAMON     | 94582, 94583                                                  |
|              | WALNUT CREEK  | 94595, 94596, 94597, 94598                                    |

[Back to Map](#)

\* Pacific Gas and Electric Company (PG&E) supplies electric service in all or portions of the listed ZIP Codes in Northern and Central California. For additional information, please call 1-800-PGE-5000.

Pacific Gas and Electric Company

Residential and Time-of-Use Electric Rates

(Rate Schedules E1, EM, ES, ET, E6, EM-TOU, E-TOU-B, E-TOU-C, E-TOU-D)

Rates Effective:  
July 1, 2024 to Present

| Rate Schedule                                                                                                      | Rate Design                                                    | Delivery Minimum Bill Amount <sup>1/</sup><br>(\$ per meter per day) | Discount<br>(\$ per dwelling unit per day)                      | Minimum Average Rate Limiter<br>(\$ per kWh per month) | Energy Charge <sup>2/</sup><br>(\$/kWh)               |                                                         |                                                              | Line-Item Discount for California Alternate Rates for Energy (CARE) <sup>3/</sup><br>Customers | California Climate Credit <sup>4/</sup><br>(March & Oct Bill) | "Average" Bundled Total Rate <sup>5/</sup><br>(\$ per kWh) |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------|
| Residential Schedules:<br>E-1, EM, ES, ESR, ET                                                                     | Tiered Energy Charges                                          | \$0.39167                                                            | ES, ET Only<br><br>ES = \$0.02678<br>ET = \$0.11644             | ES, ET Only<br><br>\$0.04892                           | Tier 1 Usage<br>(0% - 100% of Baseline) <sup>6/</sup> | Tier 2 Usage<br>(101% - 400% of Baseline) <sup>6/</sup> | Tier 2 Usage Continued (Over 400% of Baseline) <sup>6/</sup> | -34.985%                                                                                       | (\$55.17)                                                     | \$0.41181                                                  |
|                                                                                                                    |                                                                |                                                                      |                                                                 |                                                        | \$0.38828                                             | \$0.48617                                               | \$0.48617                                                    |                                                                                                |                                                               |                                                            |
| Rate Schedule                                                                                                      | Rate Design                                                    | Delivery Minimum Bill Amount <sup>1/</sup><br>(\$ per meter per day) | Total Meter Charge Rate <sup>7/</sup><br>(\$ per meter per day) | Season                                                 | Time-of-Use Period                                    | Energy Charge <sup>2/</sup><br>(\$/kWh)                 |                                                              | Line-Item Discount for California Alternate Rates for Energy (CARE) <sup>3/</sup><br>Customers | California Climate Credit <sup>4/</sup><br>(April & Oct Bill) | "Average" Total Rate <sup>5/</sup><br>(\$ per kWh)         |
| Residential Time-of-Use Rate Schedule E-TOU-B <sup>8/</sup><br>(4-9 p.m.)                                          | Time-of-Day Winter and Summer Peak and Off-Peak Energy Charges | \$0.39167                                                            | -                                                               | Summer                                                 | Peak                                                  | \$0.56716                                               | -                                                            | -34.985%                                                                                       | (\$55.17)                                                     | \$0.41181                                                  |
|                                                                                                                    |                                                                |                                                                      |                                                                 |                                                        | Off-Peak                                              | \$0.44410                                               | -                                                            |                                                                                                |                                                               |                                                            |
|                                                                                                                    |                                                                |                                                                      |                                                                 |                                                        | Winter                                                | Peak                                                    | \$0.43053                                                    |                                                                                                |                                                               |                                                            |
| Residential Time-of-Use Rate Schedule EM-TOU <sup>10/</sup><br>(Peak Pricing 4 - 9 p.m. Every Day)                 | Time-of-Use Winter and Summer Peak and Off-Peak Energy Charges | \$0.39167                                                            | \$0.25298                                                       | Summer                                                 | Peak                                                  | \$0.59089                                               | (\$0.09788)                                                  | -34.985%                                                                                       | (\$55.17)                                                     | \$0.41181                                                  |
|                                                                                                                    |                                                                |                                                                      |                                                                 |                                                        | Off-Peak                                              | \$0.48789                                               | (\$0.09788)                                                  |                                                                                                |                                                               |                                                            |
|                                                                                                                    |                                                                |                                                                      |                                                                 |                                                        | Winter                                                | Peak                                                    | \$0.47672                                                    |                                                                                                |                                                               |                                                            |
| Residential Time-of-Use NEW Rate Schedule E-TOU-D <sup>11/</sup><br>(Peak Pricing 5 - 8 p.m. Non-Holiday Weekdays) | Time-of-Use Winter and Summer Peak and Off-Peak Energy Charges | \$0.39167                                                            | -                                                               | Summer                                                 | Peak                                                  | \$0.55219                                               | -                                                            | -34.985%                                                                                       | (\$55.17)                                                     | \$0.41181                                                  |
|                                                                                                                    |                                                                |                                                                      |                                                                 |                                                        | Off-Peak                                              | \$0.41723                                               | -                                                            |                                                                                                |                                                               |                                                            |
|                                                                                                                    |                                                                |                                                                      |                                                                 |                                                        | Winter                                                | Peak                                                    | \$0.46259                                                    |                                                                                                |                                                               |                                                            |
|                                                                                                                    |                                                                |                                                                      |                                                                 |                                                        | Off-Peak                                              | \$0.42398                                               | -                                                            | Baseline Credit<br>(Applied to Baseline Usage Only)                                            |                                                               |                                                            |

<sup>1/</sup> Customers will receive a 50% discount on the delivery minimum bill amount, if applicable. See Electric Schedule D-CARE for further details.

<sup>2/</sup> See Actual Tariff for details on possible medical baseline allowances.

<sup>3/</sup> Customers will receive a 34.964 percent discount on their total bundled charges on their otherwise applicable rate schedule (except CA Climate Credit). See Electric Schedule D-CARE for further details.

<sup>4/</sup> Residential bill credit per household, per semi-annual payment occurring in the March 2023 (per Advice Letter 6863-E) and October bill cycles.

<sup>5/</sup> Average bundled rates based on estimated forecast. Average rates provided only for general reference, and individual customer's average rate will depend on its applicable kWh, and TOU data.

<sup>6/</sup> For Baseline Territory and Quantity information, please view second tab in this file, additional online table or rate schedule in Online Tariff Book.

<sup>7/</sup> In addition to the Delivery Minimum Bill Amount.

<sup>8/</sup> E-TOU Option A was discontinued December 31, 2020 (see AL#4805-E-A). This Schedule renamed to E-TOU-B effective January 1, 2021.

<sup>9/</sup> For Rate Schedule E-TOU-C the Total Meter Charge does not apply.

<sup>10/</sup> Effective October 1, 2023, Rate Schedule EM-TOU was restructured with Peak and Off-Peak only. See Advice Letter 7016-E for further details. This was the only change for October 1, 2023. All other rates/tabs remain unchanged.

<sup>11/</sup> New Schedule, effective May 1, 2020, see tariff and Advice Letter 5661-E-B, for further details.

**NOTE: Rate Schedule E-6 was eliminated March 1, 2024, due to Advice Letter 7191-E.**

**NOTE - Summer Season:** June-September    **Winter Season:** October-May

This table provided for comparative purposes only. See current tariffs for full information regarding rates, application, eligibility and additional options.

**NOTE - ABOVE Rates are Total Bundled Rates and Total Bundled Time-of-Use Rates**

**Only Format Change to this Table, now Electric Vehicle Rates and NEW Electric Technology Rates on Next/New Tab labeled accordingly.**

Advice Letter 6603-E-A, implemented new Baseline Quantities



**ELECTRIC PRELIMINARY STATEMENT PART K**  
**ENERGY COMMISSION TAX**

Sheet 1

K. ENERGY COMMISSION TAX:

The California legislative established the Energy Commission tax in 1975. The State Board of Equalization administers the tax, pursuant to current Sections 40001 et seq., of the Revenue and Taxation Code of the State of California. The tax provides additional funding for the California Energy Commission.

PG&E is required to collect the Energy Resources Surcharge Tax pursuant to Part 19 of Division 2 of the California Revenue and Taxation Code. The tax will be stated as a separate item on the billing statement. It is currently fixed at \$0.00030 per kilowatthour. This tax rate is subject to revision from time to time by the Energy Commission, subject to a statutory maximum. The tax does not apply to the federal government and certain other agencies as described in the above section of the Revenue and Taxation Code.

(T)

# Residential ELECTRIC

## Baseline Territories and Quantities

### Effective June 1, 2022 - Present

#### Winter <sup>2/</sup>

(Effective beginning October 1, 2022)

| TERRITORY                      | INDIVIDUALLY METERED<br>(E-1, ES, ET, E-6, ESR, E-TOU-C <sup>4/</sup> and CARE) | MASTER METERED<br>(EM, EM-TOU and CARE) |
|--------------------------------|---------------------------------------------------------------------------------|-----------------------------------------|
| <b>ALL-ELEC.</b><br>(Code H)   | Daily <sup>1/</sup>                                                             | Daily <sup>1/</sup>                     |
| P                              | 26.0                                                                            | 15.3                                    |
| Q                              | 26.0                                                                            | 15.3                                    |
| R                              | 26.7                                                                            | 12.9                                    |
| S                              | 23.7                                                                            | 12.4                                    |
| T                              | 12.9                                                                            | 8.6                                     |
| V                              | 19.1                                                                            | 10.6                                    |
| W                              | 19.0                                                                            | 11.2                                    |
| X                              | 14.6                                                                            | 12.3                                    |
| Y                              | 24.0                                                                            | 13.7                                    |
| Z                              | 15.7                                                                            | 9.0                                     |
| <b>BASIC ELEC.</b><br>(Code B) | Daily <sup>1/</sup>                                                             | Daily <sup>1/</sup>                     |
| P                              | 11.0                                                                            | 4.8                                     |
| Q                              | 11.0                                                                            | 4.8                                     |
| R                              | 10.4                                                                            | 4.9                                     |
| S                              | 10.2                                                                            | 5.0                                     |
| T                              | 7.5                                                                             | 4.1                                     |
| V                              | 8.1                                                                             | 4.6                                     |
| W                              | 9.8                                                                             | 5.0                                     |
| X                              | 9.7                                                                             | 5.4                                     |
| Y                              | 11.1                                                                            | 7.6                                     |
| Z                              | 7.8                                                                             | 5.2                                     |

<sup>1/</sup>kWh per day

<sup>2/</sup> Winter Season: October-May

<sup>3/</sup> Summer Season: June-September

<sup>4/</sup> E-TOU-C - These quantities of electricity are to be used to define usage eligible for the baseline credit

#### Summer <sup>3/</sup>

(Effective beginning June 1, 2022)

| TERRITORY                      | INDIVIDUALLY METERED<br>(E-1, ES, ET, E-6, ESR, E-TOU-C <sup>4/</sup> and CARE) |
|--------------------------------|---------------------------------------------------------------------------------|
| <b>ALL-ELEC.</b><br>(Code H)   | Daily <sup>1/</sup>                                                             |
| P                              | 15.2                                                                            |
| Q                              | 8.5                                                                             |
| R                              | 19.9                                                                            |
| S                              | 17.8                                                                            |
| T                              | 7.1                                                                             |
| V                              | 10.4                                                                            |
| W                              | 22.4                                                                            |
| X                              | 8.5                                                                             |
| Y                              | 12.0                                                                            |
| Z                              | 6.7                                                                             |
| <b>BASIC ELEC.</b><br>(Code B) | Daily <sup>1/</sup>                                                             |
| P                              | 13.5                                                                            |
| Q                              | 9.8                                                                             |
| R                              | 17.7                                                                            |
| S                              | 15.0                                                                            |
| T                              | 6.5                                                                             |
| V                              | 7.1                                                                             |
| W                              | 19.2                                                                            |
| X                              | 9.8                                                                             |
| Y                              | 10.5                                                                            |
| Z                              | 5.9                                                                             |

**Residential Non-CARE and CARE Gas Tariff Rates**  
**January 1, 2024, to December 31, 2025**  
 (\$/therm)<sup>1/</sup>

41  
**61**

<sup>2/</sup> Effective July 1, 2005, the Transportation Charge will be no less than the Minimum Transportation Charge of \$0.13151 (per day). Applicable to Rate Schedule G-1 only

<sup>3/</sup> Schedule G-PPPS (Public Purpose Program Surcharge) needs to be added to the TOTAL Non-CARE Charge and TOTAL CARE Charge for bill calculation. See Schedule G-PPPS for details and exempt customers.

5/ Per dwelling unit per day (Multifamily Service).

71 Residential bill credit of (\$85.46) per household, annual bill credit occurring in the April 2024 bill cycle.

Pacific Gas and Electric Company

Schedule G-SUR  
Customer-Procured Gas Franchise Fee Surcharge  
January 1, 2019, to Present  
(\$/therm)

| Month     | Year 2024      |           | Year 2023      |           | Year 2022      |           | Year 2021      |           | Year 2020      |           | Year 2019      |           |
|-----------|----------------|-----------|----------------|-----------|----------------|-----------|----------------|-----------|----------------|-----------|----------------|-----------|
|           | Effective Date | Rate      | Effective Date | Rate      | Effective Date | Rate      | Effective Date | Rate      | Effective Date | Rate      | Effective Date | Rate      |
| January   | 1/1            | \$0.00319 | 1/1            | \$0.00973 | 1/1            | \$0.00447 | 1/1            | \$0.00262 | 1/1            | \$0.00238 | 1/1            | \$0.00305 |
| February  | 2/1            | \$0.00358 | 2/1            | \$0.00752 | 2/1            | \$0.00494 | 2/1            | \$0.00265 | 2/1            | \$0.00195 | 2/1            | \$0.00273 |
| March     | 3/1            | \$0.00164 | 3/1            | \$0.00298 | 3/1            | \$0.00440 | 3/1            | \$0.00281 | 3/1            | \$0.00147 | 3/1            | \$0.00256 |
| April     | 4/1            | \$0.00162 | 4/1            | \$0.00303 | 4/1            | \$0.00408 | 4/1            | \$0.00246 | 4/1            | \$0.00134 | 4/1            | \$0.00205 |
| May       | 5/1            | \$0.00121 | 5/1            | \$0.00211 | 5/1            | \$0.00551 | 5/1            | \$0.00240 | 5/1            | \$0.00135 | 5/1            | \$0.00142 |
| June      | 6/1            | \$0.00096 | 6/1            | \$0.00154 | 6/1            | \$0.00590 | 6/1            | \$0.00252 | 6/1            | \$0.00147 | 6/1            | \$0.00124 |
| July      | 7/1            | \$0.00033 | 7/1            | \$0.00156 | 7/1            | \$0.00577 | 7/1            | \$0.00216 | 7/1            | \$0.00135 | 7/1            | \$0.00116 |
| August    | 8/1            | \$0.00010 | 8/1            | \$0.00103 | 8/1            | \$0.00327 | 8/1            | \$0.00219 | 8/1            | \$0.00139 | 8/1            | \$0.00130 |
| September |                |           | 9/1            | \$0.00201 | 9/1            | \$0.00421 | 9/1            | \$0.00234 | 9/1            | \$0.00195 | 9/1            | \$0.00129 |
| October   |                |           | 10/1           | \$0.00196 | 10/1           | \$0.00482 | 10/1           | \$0.00407 | 10/1           | \$0.00163 | 10/1           | \$0.00135 |
| November  |                |           | 11/1           | \$0.00330 | 11/1           | \$0.00540 | 11/1           | \$0.00506 | 11/1           | \$0.00265 | 11/1           | \$0.00167 |
| December  |                |           | 12/1           | \$0.00597 | 12/1           | \$0.00650 | 12/1           | \$0.00512 | 12/1           | \$0.00277 | 12/1           | \$0.00230 |

Please see Rate Schedule G-SUR for further details.

\*Unhide Cells N-AX to see Years 1997-2018



**GAS PRELIMINARY STATEMENT PART O**  
**CPUC REIMBURSEMENT FEE**

Sheet 1

**O. CPUC REIMBURSEMENT FEE**

**1. REIMBURSEMENT FEE**

- a. **PURPOSE:** The purpose of this provision is to set forth the Public Utilities Commission Reimbursement Fee (Chapter 323, Statutes of 1983) to be paid by utilities to fund regulation by the California Public Utilities Commission (CPUC) (Public Utilities Code, Sections 401-443). The fee is ordered by the CPUC under Section 433. Surcharge fees shall be forwarded to the CPUC on a quarterly basis between the 1st and the 15th days of October, January, April and July.
- b. **APPLICABILITY:** This reimbursement fee applies to all gas delivery service rendered under all rate schedules and contracts authorized by the CPUC, with the exception of interdepartmental sales or transfers, and sales to electric, gas, or steam heat public utilities. It is applicable within the entire territory served by the company.
- c. The current CPUC Reimbursement Fee Rate is \$0.00101 per therm including Revenue Fees and Uncollectible (RF&U) accounts expense for all applicable gas rate schedules (see Preliminary Statement, Part B), except for gas rate schedule G-EG (Electric Generation) (R)
- The current CPUC Reimbursement Fee Rate for gas rate schedule G-EG is \$0.00015 per therm including RF&U as adopted in PG&E's 2010 Biennial Cost Allocation Proceeding Decision 10-06-035. (R)

**2. MASTER-METERED MOBILEHOME PARK SAFETY PROGRAM SURCHARGE**

- a. **PURPOSE:** The purpose of this provision is to set forth the CPUC Mobilehome Park Safety Inspection and Enforcement Program Surcharge to be paid by mobilehome park operators with master-metered natural gas distribution systems. The surcharge will recover the CPUC's costs to implement and maintain a safety inspection and enforcement program as mandated by the CPUC under the authority granted by Public Utility Code Sections 4351-4358. Surcharge fees shall be forwarded to the CPUC on a quarterly basis between the 1st and 15th days of October, January, April and July.
- b. **APPLICABILITY:** This surcharge applies to all gas delivery service provided to all master-metered mobilehome parks on Schedules GM, GML, GT, GTL and G-NR1.
- c. **RATE:** The Master-Metered Mobilehome Park Safety Program Surcharge is \$0.00691 per installed space per day (\$0.21 per installed space per month). This rate is included in Schedule G-MHPS.

# Residential GAS Baseline Territories and Quantities <sup>1/</sup>

**Effective April 1, 2022 - Present**

BASELINE QUANTITIES (Therms **Per Day** Per Dwelling Unit)

| <b>Individually Metered</b> |                                                              |                                                                       |                                                                 |
|-----------------------------|--------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>Baseline Territories</b> | <b>Summer<br/>(April-October)<br/>Effective Apr. 1, 2022</b> | <b>Winter Off-Peak<br/>(Nov, Feb, Mar)<br/>Effective Nov. 1, 2022</b> | <b>Winter On-Peak<br/>(Dec, Jan)<br/>Effective Dec. 1, 2022</b> |
| P                           | 0.39                                                         | 1.88                                                                  | 2.19                                                            |
| Q                           | 0.56                                                         | 1.48                                                                  | 2.00                                                            |
| R                           | 0.36                                                         | 1.24                                                                  | 1.81                                                            |
| S                           | 0.39                                                         | 1.38                                                                  | 1.94                                                            |
| T                           | 0.56                                                         | 1.31                                                                  | 1.68                                                            |
| V                           | 0.59                                                         | 1.51                                                                  | 1.71                                                            |
| W                           | 0.39                                                         | 1.14                                                                  | 1.68                                                            |
| X                           | 0.49                                                         | 1.48                                                                  | 2.00                                                            |
| Y                           | 0.72                                                         | 2.22                                                                  | 2.58                                                            |

| <b>Master Metered</b>       |                                                              |                                                                       |                                                                 |
|-----------------------------|--------------------------------------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>Baseline Territories</b> | <b>Summer<br/>(April-October)<br/>Effective Apr. 1, 2022</b> | <b>Winter Off-Peak<br/>(Nov, Feb, Mar)<br/>Effective Nov. 1, 2022</b> | <b>Winter On-Peak<br/>(Dec, Jan)<br/>Effective Dec. 1, 2022</b> |
| P                           | 0.29                                                         | 1.01                                                                  | 1.13                                                            |
| Q                           | 0.56                                                         | 0.67                                                                  | 0.77                                                            |
| R                           | 0.33                                                         | 0.87                                                                  | 1.16                                                            |
| S                           | 0.29                                                         | 0.61                                                                  | 0.65                                                            |
| T                           | 0.56                                                         | 1.01                                                                  | 1.10                                                            |
| V                           | 0.59                                                         | 1.28                                                                  | 1.32                                                            |
| W                           | 0.26                                                         | 0.71                                                                  | 0.87                                                            |
| X                           | 0.33                                                         | 0.67                                                                  | 0.77                                                            |
| Y                           | 0.52                                                         | 1.01                                                                  | 1.13                                                            |

**Summer Season: Apr-Oct**

**Winter Off-Peak: Nov, Feb, Mar**

**Winter On-Peak: Dec, Jan**

Advice Letter: 4589-G

Decision 21-11-016

GRC 2020 Ph II [Application 19-11-019]

Filed: Nov 22, 2019

Adopted 7/18/2022 by City Council  
Resolution No. 22-14124  
Effective August 1, 2022 and every January thereafter unless otherwise stated below.

Water Fixed Fees

|                                    | 8/1/2022    | 1/1/2024    | 1/1/2025    | 1/1/2026    | 1/1/2027    |
|------------------------------------|-------------|-------------|-------------|-------------|-------------|
| 8 x 3/4-inch or 3/4-inch - Seniors | \$ 24.78    | \$ 25.27    | \$ 25.78    | \$ 26.29    | \$ 26.82    |
| 5/8 x 3/4-inch or 3/4-inch         | \$ 31.10    | \$ 32.65    | \$ 34.30    | \$ 36.00    | \$ 37.80    |
| 1"                                 | \$ 67.20    | \$ 70.60    | \$ 74.10    | \$ 77.80    | \$ 81.70    |
| 1-1/2"                             | \$ 128.00   | \$ 134.00   | \$ 141.00   | \$ 148.00   | \$ 155.00   |
| 2"                                 | \$ 201.00   | \$ 211.00   | \$ 222.00   | \$ 233.00   | \$ 245.00   |
| 3"                                 | \$ 399.00   | \$ 419.00   | \$ 440.00   | \$ 462.00   | \$ 485.00   |
| 4"                                 | \$ 609.00   | \$ 639.00   | \$ 671.00   | \$ 705.00   | \$ 740.00   |
| 6"                                 | \$ 1,220.00 | \$ 1,280.00 | \$ 1,340.00 | \$ 1,410.00 | \$ 1,480.00 |
| 8"                                 | \$ 2,190.00 | \$ 2,300.00 | \$ 2,420.00 | \$ 2,540.00 | \$ 2,670.00 |
| 10"                                | \$ 3,530.00 | \$ 3,710.00 | \$ 3,900.00 | \$ 4,100.00 | \$ 4,310.00 |

Municipal Rate (35% of fixed fees) applied to City Accounts

Sewer Fixed Fees

|                           | 8/1/2022 | 1/1/2024 | 1/1/2025 | 1/1/2026 | 1/1/2027 |
|---------------------------|----------|----------|----------|----------|----------|
| Single Family Residential | \$ 15.79 | \$ 15.79 | \$ 15.79 | \$ 15.79 | \$ 15.79 |
| Multi Family Residential  | \$ 13.50 | \$ 13.50 | \$ 13.50 | \$ 13.50 | \$ 13.50 |
| Non-Residential           | \$ 1.61  | \$ 1.61  | \$ 1.61  | \$ 1.61  | \$ 1.61  |

Consumption Fees (in Units)

|                 | 8/1/2022 | 1/1/2024 | 1/1/2025 | 1/1/2026 | 1/1/2027 |
|-----------------|----------|----------|----------|----------|----------|
| Non-Residential |          |          |          |          |          |
| Zones 1 & 2     | \$ 5.62  | \$ 5.90  | \$ 6.19  | \$ 6.50  | \$ 6.83  |
| Zone 3          | \$ 5.76  | \$ 6.05  | \$ 6.36  | \$ 6.67  | \$ 7.01  |
| Zone 4          | \$ 5.85  | \$ 6.14  | \$ 6.45  | \$ 6.77  | \$ 7.11  |
| Zones 5 & 6     | \$ 6.00  | \$ 6.30  | \$ 6.61  | \$ 6.94  | \$ 7.29  |

Effective March 2018, the City sets Municipal rates at 35% of the non-residential rate

The amount of water that flows through the water meter is measured in hundred cubic feet (Ccf). One Ccf (100 cubic feet or 1 unit) is equivalent to 748 gallons of water.

Fire Line Service Fees

|               | 8/1/2022  | 1/1/2024  | 1/1/2025    | 1/1/2026    | 1/1/2027    |
|---------------|-----------|-----------|-------------|-------------|-------------|
| Commercial    |           |           |             |             |             |
| 2" or Smaller | \$ 24.95  | \$ 24.95  | \$ 24.95    | \$ 24.95    | \$ 24.95    |
| 3"            | \$ 48.29  | \$ 48.29  | \$ 48.29    | \$ 48.29    | \$ 48.29    |
| 4"            | \$ 83.00  | \$ 87.20  | \$ 91.60    | \$ 96.20    | \$ 101.00   |
| 6"            | \$ 242.00 | \$ 254.00 | \$ 267.00   | \$ 280.00   | \$ 294.00   |
| 8"            | \$ 515.00 | \$ 541.00 | \$ 568.00   | \$ 596.00   | \$ 626.00   |
| 10"           | \$ 926.00 | \$ 972.00 | \$ 1,021.00 | \$ 1,072.00 | \$ 1,126.00 |
| Residential   | \$ 31.10  | \$ 32.65  | \$ 34.30    | \$ 36.00    | \$ 37.80    |

Residential customers with water meters that are increased to 1-inch to accommodate a combined domestic-fire sprinkler system will pay the 5/8 x 3/4-inch meter rate.

Fire Hydrant Fees

The monthly meter service charge for water service through a fire hydrant meter shall be the same as the charge for a 3-inch domestic water meter.

|                | 8/1/2022  | 1/1/2024  | 1/1/2025  | 1/1/2026  | 1/1/2027  |
|----------------|-----------|-----------|-----------|-----------|-----------|
| Fixed Charge   | \$ 399.00 | \$ 419.00 | \$ 440.00 | \$ 462.00 | \$ 485.00 |
| Usage Fee/Unit | \$ 5.62   | \$ 5.90   | \$ 6.19   | \$ 6.50   | \$ 6.83   |

same as 3" Meter Fixed Fee  
same as Non-Residential

Deposit for Meter

|             |                                |
|-------------|--------------------------------|
| \$ 1,200.00 | Refundable                     |
| \$ 35.00    | Non-refundable Application Fee |

## Consumption Fees (in Units)

8/1/2022 1/1/2024 1/1/2025 1/1/2026 1/1/2027

Single Family Residential

| Tier        | 0-12 Ccf | 0-12 Ccf | 0-12 Ccf | 0-12 Ccf | 0-12 Ccf |
|-------------|----------|----------|----------|----------|----------|
| Zones 1 & 2 | \$ 4.68  | \$ 4.92  | \$ 5.16  | \$ 5.42  | \$ 5.69  |
| Zone 3      | \$ 4.83  | \$ 5.07  | \$ 5.33  | \$ 5.59  | \$ 5.87  |
| Zone 4      | \$ 4.91  | \$ 5.16  | \$ 5.42  | \$ 5.69  | \$ 5.97  |
| Zones 5 & 6 | \$ 5.06  | \$ 5.31  | \$ 5.58  | \$ 5.86  | \$ 6.15  |

| Tier        | >12 Ccf | >12 Ccf | >12 Ccf | >12 Ccf | >12 Ccf |
|-------------|---------|---------|---------|---------|---------|
| Zones 1 & 2 | \$ 6.46 | \$ 6.78 | \$ 7.12 | \$ 7.48 | \$ 7.85 |
| Zone 3      | \$ 6.60 | \$ 6.93 | \$ 7.28 | \$ 7.65 | \$ 8.03 |
| Zone 4      | \$ 6.69 | \$ 7.02 | \$ 7.37 | \$ 7.74 | \$ 8.13 |
| Zones 5 & 6 | \$ 6.84 | \$ 7.18 | \$ 7.54 | \$ 7.91 | \$ 8.31 |

## Consumption Fees (in Units)

8/1/2022 1/1/2024 1/1/2025 1/1/2026 1/1/2027

Senior Rates (if qualify)

| Tier        | 0-4 Ccf | 0-4 Ccf | 0-4 Ccf | 0-4 Ccf | 0-4 Ccf |
|-------------|---------|---------|---------|---------|---------|
| Zones 1 & 2 | \$ 1.43 | \$ 1.46 | \$ 1.49 | \$ 1.52 | \$ 1.55 |
| Zone 3      | \$ 1.49 | \$ 1.52 | \$ 1.55 | \$ 1.58 | \$ 1.61 |
| Zone 4      | \$ 1.51 | \$ 1.54 | \$ 1.57 | \$ 1.60 | \$ 1.63 |
| Zones 5 & 6 | \$ 1.53 | \$ 1.56 | \$ 1.59 | \$ 1.62 | \$ 1.66 |

| Tier        | 5-14 Ccf | 5-14 Ccf | 5-14 Ccf | 5-14 Ccf | 5-14 Ccf |
|-------------|----------|----------|----------|----------|----------|
| Zones 1 & 2 | \$ 3.63  | \$ 3.70  | \$ 3.78  | \$ 3.85  | \$ 3.93  |
| Zone 3      | \$ 3.69  | \$ 3.77  | \$ 3.84  | \$ 3.92  | \$ 4.00  |
| Zone 4      | \$ 3.71  | \$ 3.79  | \$ 3.86  | \$ 3.94  | \$ 4.02  |
| Zones 5 & 6 | \$ 3.73  | \$ 3.81  | \$ 3.88  | \$ 3.96  | \$ 4.04  |

**Effective March 2018, the City sets Municipal rates at 35% of the non-residential rate**

The amount of water that flows through the water meter is measured in hundred cubic feet (Ccf). One Ccf (100 cubic feet or 1 unit) is equivalent to 748 gallons of water.

| Tier        | >14 Ccf | >14 Ccf | >14 Ccf | >14 Ccf | >14 Ccf |
|-------------|---------|---------|---------|---------|---------|
| Zones 1 & 2 | \$ 5.38 | \$ 5.48 | \$ 5.59 | \$ 5.70 | \$ 5.82 |
| Zone 3      | \$ 5.44 | \$ 5.55 | \$ 5.66 | \$ 5.77 | \$ 5.88 |
| Zone 4      | \$ 5.46 | \$ 5.57 | \$ 5.68 | \$ 5.79 | \$ 5.91 |
| Zones 5 & 6 | \$ 5.48 | \$ 5.59 | \$ 5.70 | \$ 5.81 | \$ 5.93 |

# Utility Rate Gathering Form

**Date:** 8/23/2024

**Housing Agency:**

Housing Auhtority of The City of Pittsburg, CA

**Utility (highlight):**

|                    |             |       |       |       |
|--------------------|-------------|-------|-------|-------|
| Electricity        | Natural Gas | Water | Sewer | Trash |
| Propane Bottle Gas | Fuel Oil    |       |       |       |

**Provider Name:**

**City of Pittsburgh**

**Provider Phone No:**

925-252-6900

**Provider Contact Name:**

Briana

**Provider Website:**

[www.pittsburghca.gov](http://www.pittsburghca.gov)

### RL Staff Gathering Data:

Jessica

**Notes: Rates are current on website.**

[illegible]

## Pittsburg: Residential Service Rates

(effective 1/2025)

### BASE SERVICES\*

| GARBAGE CARTS                                                                     | CART SIZE                        | MONTHLY RATE |
|-----------------------------------------------------------------------------------|----------------------------------|--------------|
|  | Senior-Low Income 64-gallon Cart | \$35.43      |
|                                                                                   | 32-gallon Cart**                 | \$57.78      |
|                                                                                   | 64-gallon Cart                   | \$63.20      |
|                                                                                   | 96-gallon Cart                   | \$70.96      |

\*SERVICES include a 64-gallon BLUE RECYCLE Cart and a 96-gallon GREEN ORGANICS Cart for no additional charge. ALL carts must be CURBSIDE for collection, 3 feet apart.

\*\*Please note that the legacy 32-gallon carts are no longer available.

### ADDITIONAL SERVICES

|                |  |  |  |
|----------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| CART SIZE      | GARBAGE CART (EA.)                                                                | RECYCLE CART (EA.)                                                                | ORGANICS CART (EA.)                                                                 |
| 32-gallon cart | N/A                                                                               | N/A                                                                               | N/A                                                                                 |
| 64-gallon cart | \$63.20                                                                           | \$14.96                                                                           | N/A                                                                                 |
| 96-gallon cart | \$70.96                                                                           | N/A                                                                               | \$14.96                                                                             |

Customers who add an additional garbage cart, are allowed an additional 64-gallon BLUE RECYCLE Cart and a 96-gallon GREEN ORGANICS Cart for no additional charge.

### NON-RECURRING SERVICES

| SERVICE DESCRIPTION                           | RATE                                  |
|-----------------------------------------------|---------------------------------------|
| Go-Back Fee                                   | \$35 Per Occurrence                   |
| Cart Pickup Fee                               | \$15 Per Cart                         |
| Account Reinstatement FEE – Suspended Account | \$20 Per Occurrence                   |
| Container RE-Delivery Fee – Suspended Account | \$20 Per Cart                         |
| Same-Day Service Fee                          | \$55 Per Occurrence                   |
| Cart Steam Clean/Exchange                     | \$20 Per Cart                         |
| Damaged or Altered Cart                       | \$75 Per Cart                         |
| Missing or Not Retrievable                    | \$75 Per Cart                         |
| Same-Day Service Fee                          | \$55 per Occurrence                   |
| Overload/Contamination Fee                    | \$50 per Occurrence after 2nd Offense |
| Payment with Live Rep Admin Fee               | \$2 Per Occurrence                    |

### Extra & Bulk Services

| SERVICE DESCRIPTION | RATE                      |
|---------------------|---------------------------|
| Extra 32-gallon bag | \$10 Per Bag              |
| Bulk Truck          | \$30 Per Scheduled Pickup |
| Bulk Item           | Per Item Fee              |

## **COMPARISON OF PREVIOUS AND CURRENT UTILITY RATES**

# Comparison of Previous and Current Utility Rates

## SECTION 8 HCV PROGRAM

### HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA

**NOTE: Rates in bold print indicate changes and gray print indicates removal.**

(We use the absolute value of the changes which gives us the percentage of change. This is the best way to determine a 10% change in utility rates and charges.)

#### ELECTRIC

**UPDATE 2024**

| Pacific Gas & Electric (CARE EL -1)<br>Description | Measure   | Rates    |                 | Difference |            |
|----------------------------------------------------|-----------|----------|-----------------|------------|------------|
|                                                    |           | 8/2023   | 8/2024          | Amount     | Percent    |
| California Climate Credit*                         | per month | -\$6.40  | <b>-\$9.20</b>  | -\$2.80    | <b>44%</b> |
| Tier-1 Total Energy Charges (0%-100%)              | per kwh   | 0.229685 | <b>0.252740</b> | 0.023055   | <b>11%</b> |
| Tier-2 Total Energy Charges (101%-400%)            | per kwh   | 0.286447 | <b>0.316383</b> | 0.029936   | <b>11%</b> |

Territory S. Baseline quantities remained the same. \*Semi-annual credit changed from \$38.39 to \$55.17 Summer (June- September) (4), Baseline 0-465 (15); Winter (October - May) (8), Baseline 0-316 (10.2)

#### NATURAL GAS

| Pacific Gas & Electric (CARE EL-1)<br>Description | Measure   | Rates   |                | Difference |            |
|---------------------------------------------------|-----------|---------|----------------|------------|------------|
|                                                   |           | 8/2023  | 8/2024         | Amount     | Percent    |
| California Climate Credit*                        | per month | -\$4.40 | <b>-\$7.12</b> | -\$2.72    | <b>62%</b> |
| Tier-1 Total Energy Charges (Baseline)            | per therm | 1.38579 | <b>1.89795</b> | 0.51216    | <b>37%</b> |
| Tier-2 Total Energy Charges (Excess)              | per therm | 1.70228 | <b>2.25271</b> | 0.55043    | <b>33%</b> |

Territory S. Baseline quantities remained the same. \*Semi-annual credit changed from \$52.78 to \$85.46 Summer (April- October) (7), Baseline 0-12 (.39); Winter Off-Peak (Nov, Feb, Mar) (3), Baseline: 0-43 (1.38); Winter On-Peak (Dec, Jan) (2), Baseline 0-60 (1.94)

#### WATER, SEWER AND TRASH COLLECTION

| City of Pittsburg<br>Description - <b>Water</b> | Measure   | Rates   |                | Difference |           |
|-------------------------------------------------|-----------|---------|----------------|------------|-----------|
|                                                 |           | 8/2023  | 8/2024         | Amount     | Percent   |
| Water Fixed Fee                                 | per month | \$31.10 | <b>\$32.65</b> | \$1.55     | <b>5%</b> |
| Tier-1 Water Consumption Fee (0-12)             | per ccf   | \$4.68  | <b>\$4.92</b>  | \$0.24     | <b>6%</b> |
| Tier-2 Water Consumption Fee (over 12)          | per ccf   | \$6.46  | <b>\$6.78</b>  | \$0.32     | <b>5%</b> |
| Description - <b>Sewer (Multi-Family)</b>       | Measure   | Rates   |                | Difference |           |
|                                                 |           | 8/2023  | 8/2024         | Amount     | Percent   |
| Sewer Fixed Fee                                 | per month | \$13.50 | \$13.50        | \$0.00     | <b>0%</b> |
| Description - <b>Sewer (Single-Family)</b>      | Measure   | Rates   |                | Difference |           |
|                                                 |           | 8/2023  | 8/2024         | Amount     | Percent   |
| Sewer Fixed Fee                                 | per month | \$15.79 | \$15.79        | \$0.00     | <b>0%</b> |

| Mt. Diablo Resource Recovery<br>Description - <b>Trash Collection</b> | Measure   | Rates   |                | Difference |           |
|-----------------------------------------------------------------------|-----------|---------|----------------|------------|-----------|
|                                                                       |           | 8/2023  | 8/2024         | Amount     | Percent   |
| Trash Service Rate (64 gal)                                           | per month | \$58.03 | <b>\$63.20</b> | \$5.17     | <b>9%</b> |

## **CURRENTLY ADOPTED SECTION 8 UTILITY ALLOWANCES**

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

| Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>                                                                                                                  |                                                 | Unit Type: <b>Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)</b> |         |         |                           |         | Date (mm/dd/yyyy)<br><b>Effective 4/01/2024</b> |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------|---------|---------|---------------------------|---------|-------------------------------------------------|----------|
| Utility of Service                                                                                                                                                                  | Fuel Type                                       | 0 BR                                                                                | 1 BR    | 2 BR    | 3 BR                      | 4 BR    | 5 BR                                            | 6 BR     |
| Heating                                                                                                                                                                             | Natural Gas<br><i>(Includes Climate Credit)</i> | \$15.00                                                                             | \$19.00 | \$22.00 | \$25.00                   | \$27.00 | \$29.00                                         | \$32.00  |
|                                                                                                                                                                                     | Bottle Gas                                      |                                                                                     |         |         |                           |         |                                                 |          |
|                                                                                                                                                                                     | Electric                                        | \$21.00                                                                             | \$25.00 | \$32.00 | \$39.00                   | \$45.00 | \$52.00                                         | \$73.00  |
|                                                                                                                                                                                     | Electric Heat Pump                              | \$19.00                                                                             | \$22.00 | \$26.00 | \$29.00                   | \$32.00 | \$35.00                                         | \$38.00  |
|                                                                                                                                                                                     | Fuel Oil                                        |                                                                                     |         |         |                           |         |                                                 |          |
| Cooking                                                                                                                                                                             | Natural Gas                                     | \$4.00                                                                              | \$4.00  | \$7.00  | \$8.00                    | \$11.00 | \$12.00                                         | \$14.00  |
|                                                                                                                                                                                     | Bottle Gas                                      |                                                                                     |         |         |                           |         |                                                 |          |
|                                                                                                                                                                                     | Electric                                        | \$9.00                                                                              | \$11.00 | \$16.00 | \$21.00                   | \$26.00 | \$31.00                                         | \$33.00  |
| Other Electric                                                                                                                                                                      | <i>(Includes Climate Credit)</i>                | \$29.00                                                                             | \$35.00 | \$52.00 | \$68.00                   | \$78.00 | \$106.00                                        | \$117.00 |
| Air Conditioning                                                                                                                                                                    |                                                 | \$8.00                                                                              | \$9.00  | \$13.00 | \$17.00                   | \$21.00 | \$24.00                                         | \$26.00  |
| Water Heating                                                                                                                                                                       | Natural Gas                                     | \$8.00                                                                              | \$10.00 | \$14.00 | \$18.00                   | \$24.00 | \$28.00                                         | \$30.00  |
|                                                                                                                                                                                     | Bottle Gas                                      |                                                                                     |         |         |                           |         |                                                 |          |
|                                                                                                                                                                                     | Electric                                        | \$22.00                                                                             | \$26.00 | \$33.00 | \$40.00                   | \$47.00 | \$54.00                                         | \$58.00  |
|                                                                                                                                                                                     | Fuel Oil                                        |                                                                                     |         |         |                           |         |                                                 |          |
| Water                                                                                                                                                                               |                                                 | \$54.00                                                                             | \$55.00 | \$64.00 | \$73.00                   | \$83.00 | \$94.00                                         | \$103.00 |
| Sewer                                                                                                                                                                               |                                                 | \$14.00                                                                             | \$14.00 | \$14.00 | \$14.00                   | \$14.00 | \$14.00                                         | \$14.00  |
| Trash Collection                                                                                                                                                                    |                                                 | \$58.00                                                                             | \$58.00 | \$58.00 | \$58.00                   | \$58.00 | \$58.00                                         | \$58.00  |
| Range /Microwave                                                                                                                                                                    |                                                 | \$11.00                                                                             | \$11.00 | \$11.00 | \$11.00                   | \$11.00 | \$11.00                                         | \$11.00  |
| Refrigerator                                                                                                                                                                        |                                                 | \$12.00                                                                             | \$12.00 | \$12.00 | \$12.00                   | \$12.00 | \$12.00                                         | \$12.00  |
| <b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit.<br>Head of Household Name<br><br>Unit Address<br><br>Number of Bedrooms |                                                 |                                                                                     |         |         | Utility/Service/Appliance |         | Allowance                                       |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Heating                   |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Cooking                   |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Other Electric            |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Air Conditioning          |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Water Heating             |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Water                     |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Sewer                     |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Trash Collection          |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Other                     |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Range/Microwave           |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Refrigerator              |         |                                                 |          |
|                                                                                                                                                                                     |                                                 |                                                                                     |         |         | Total                     |         |                                                 |          |



adapted from form HUD-52667  
(04/2023)

# Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169  
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

| Locality/PHA <b>Housing Authority of the City of Pittsburg, CA</b>                                          |                                                 | Unit Type <b>Single-Family (Detached House)</b> |         |         |                           |          | Date (mm/dd/yyyy)<br><b>Effective 4/01/2024</b> |          |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------|---------|---------|---------------------------|----------|-------------------------------------------------|----------|
| Utility of Service                                                                                          | Fuel Type                                       | 0 BR                                            | 1 BR    | 2 BR    | 3 BR                      | 4 BR     | 5 BR                                            | 6 BR     |
| Heating                                                                                                     | Natural Gas<br><i>(Includes Climate Credit)</i> | \$23.00                                         | \$29.00 | \$33.00 | \$36.00                   | \$40.00  | \$44.00                                         | \$48.00  |
|                                                                                                             | Bottle Gas                                      |                                                 |         |         |                           |          |                                                 |          |
|                                                                                                             | Electric                                        | \$45.00                                         | \$53.00 | \$60.00 | \$68.00                   | \$73.00  | \$86.00                                         | \$94.00  |
|                                                                                                             | Electric Heat Pump                              | \$26.00                                         | \$31.00 | \$37.00 | \$42.00                   | \$46.00  | \$51.00                                         | \$55.00  |
|                                                                                                             | Fuel Oil                                        |                                                 |         |         |                           |          |                                                 |          |
| Cooking                                                                                                     | Natural Gas                                     | \$4.00                                          | \$4.00  | \$7.00  | \$8.00                    | \$11.00  | \$12.00                                         | \$14.00  |
|                                                                                                             | Bottle Gas                                      |                                                 |         |         |                           |          |                                                 |          |
|                                                                                                             | Electric                                        | \$9.00                                          | \$11.00 | \$16.00 | \$21.00                   | \$26.00  | \$31.00                                         | \$33.00  |
| Other Electric                                                                                              | <i>(Includes Climate Credit)</i>                | \$46.00                                         | \$55.00 | \$78.00 | \$109.00                  | \$139.00 | \$169.00                                        | \$185.00 |
| Air Conditioning                                                                                            |                                                 | \$6.00                                          | \$7.00  | \$17.00 | \$26.00                   | \$35.00  | \$44.00                                         | \$48.00  |
| Water Heating                                                                                               | Natural Gas                                     | \$11.00                                         | \$12.00 | \$18.00 | \$24.00                   | \$29.00  | \$35.00                                         | \$37.00  |
|                                                                                                             | Bottle Gas                                      |                                                 |         |         |                           |          |                                                 |          |
|                                                                                                             | Electric                                        | \$27.00                                         | \$32.00 | \$41.00 | \$50.00                   | \$59.00  | \$68.00                                         | \$73.00  |
|                                                                                                             | Fuel Oil                                        |                                                 |         |         |                           |          |                                                 |          |
| Water                                                                                                       |                                                 | \$54.00                                         | \$55.00 | \$64.00 | \$73.00                   | \$83.00  | \$94.00                                         | \$103.00 |
| Sewer                                                                                                       |                                                 | \$14.00                                         | \$14.00 | \$14.00 | \$14.00                   | \$14.00  | \$14.00                                         | \$14.00  |
| Trash Collection                                                                                            |                                                 | \$58.00                                         | \$58.00 | \$58.00 | \$58.00                   | \$58.00  | \$58.00                                         | \$58.00  |
| Range /Microwave                                                                                            |                                                 | \$11.00                                         | \$11.00 | \$11.00 | \$11.00                   | \$11.00  | \$11.00                                         | \$11.00  |
| Refrigerator                                                                                                |                                                 | \$12.00                                         | \$12.00 | \$12.00 | \$12.00                   | \$12.00  | \$12.00                                         | \$12.00  |
| <b>Actual Family Allowances</b> -May be used by the family to compute allowance while searching for a unit. |                                                 |                                                 |         |         | Utility/Service/Appliance |          | Allowance                                       |          |
| Head of Household Name                                                                                      |                                                 |                                                 |         |         | Heating                   |          |                                                 |          |
|                                                                                                             |                                                 |                                                 |         |         | Cooking                   |          |                                                 |          |
|                                                                                                             |                                                 |                                                 |         |         | Other Electric            |          |                                                 |          |
|                                                                                                             |                                                 |                                                 |         |         | Air Conditioning          |          |                                                 |          |
| Unit Address                                                                                                |                                                 |                                                 |         |         | Water Heating             |          |                                                 |          |
|                                                                                                             |                                                 |                                                 |         |         | Water                     |          |                                                 |          |
|                                                                                                             |                                                 |                                                 |         |         | Sewer                     |          |                                                 |          |
|                                                                                                             |                                                 |                                                 |         |         | Trash Collection          |          |                                                 |          |
|                                                                                                             |                                                 |                                                 |         |         | Other                     |          |                                                 |          |
| Number of Bedrooms                                                                                          |                                                 |                                                 |         |         | Range / Microwave         |          |                                                 |          |
|                                                                                                             |                                                 |                                                 |         |         | Refrigerator              |          |                                                 |          |
|                                                                                                             |                                                 |                                                 |         |         | Total                     |          |                                                 |          |



adapted from form HUD-52667  
(04/2023)

## LOCAL CLIMATOLOGICAL DATA

## General Information

HUSM-Ver13i\_813\_Summit-Update

### HOUSING AUTHORITY OF THE CITY OF PITTSBURG, CA

Study Date: October 22, 2024

PHA/Zip Code\* Lookup: CA060

\*If zip code is unavailable, choose adjacent zip code.

Name/City of HA: Pittsburg

State: CA

| Building Types           |     | #BR | Grouping      |
|--------------------------|-----|-----|---------------|
| Apartment                | Yes | 0-6 | Multi-Family  |
| Row House/Townhouse      |     | 0-6 |               |
| Semi-Detached/Duplex     |     |     |               |
| Detached House           | Yes | 0-6 | Single-Family |
| Mobile/Manufactured Home |     |     |               |

| Average     |    |
|-------------|----|
| Electric    | No |
| Natural Gas | No |
| Water       | No |
| Sewer       | No |
| Trash       | No |

MF (Apt/RH/TH/S-D/D) & SF (DH)  
0-6 BR, per the Agency

### Standard Schedule

## Climate Data (Degree Days)

### HEATING

|               |             |
|---------------|-------------|
| January       | 533         |
| February      | 367         |
| March         | 299         |
| April         | 204         |
| May           | 88          |
| Jun           | 15          |
| July          | 3           |
| August        | 2           |
| September     | 10          |
| October       | 83          |
| November      | 330         |
| December      | 536         |
| <b>Annual</b> | <b>2470</b> |

### COOLING

|               |            |
|---------------|------------|
| January       | 0          |
| February      | 0          |
| March         | 2          |
| April         | 12         |
| May           | 57         |
| Jun           | 142        |
| July          | 230        |
| August        | 230        |
| September     | 163        |
| October       | 49         |
| November      | 1          |
| December      | 0          |
| <b>Annual</b> | <b>886</b> |

Typical Low Temp 41



**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 for 2025 City Council Member Committee Assignments and Updating the Fair Political Practices Commission Form 806 “Agency Report of Public Official Appointments”

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

In accordance with the City Council Policies and Procedures adopted on November 15, 2021, through Resolution No. 21-14013, the Mayor and Vice-Mayor shall appoint City Council Members to standing and ad hoc committees and such appointments shall be adopted by the City Council. Pursuant to Fair Political Practices Commission (FPPC) regulation 18702.5, Form 806 “Agency Report of Public Official Appointments” must be updated when there is a new appointment or a change in compensation for the appointed position(s).

**FISCAL IMPACT**

There is no fiscal impact.

**RECOMMENDATION**

Adopt the Minute Order for the 2025 City Council Committee Assignments.

**BACKGROUND**

California Government Code Section 36813 authorizes a city council to establish rules and policies to conduct its proceedings. On November 15, 2021, the City Council adopted Resolution No. 21-14013 which sets the rules and procedures for conducting its business.

Form 806 is used to report additional compensation that officials receive when appointed to positions on committees, boards, or commissions of another public agency or to a committee or position of the agency of which the public official is a member.

## **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

## **STAFF ANALYSIS**

The Mayor and Vice-Mayor shall appoint City Council Members to the standing and ad hoc committees. Prior to the appointments, individual City Council Members may submit preferences for committee assignments. When there is a new appointment or a change in compensation for the appointed position(s), Form 806 shall be updated to reflect the change to list the paid appointed position(s) and it must be posted on the City's website.

ATTACHMENTS:      2025 City Council Committee Assignments  
                             Blank Form 806

Report Prepared By: Melaine Venenciano, Director of City Clerk Services

# Agency Report of: Public Official Appointments

A Public Document

|                                                 |        |                   |                                        |
|-------------------------------------------------|--------|-------------------|----------------------------------------|
| 1. Agency Name                                  |        |                   | <b>California Form 806</b>             |
| Division, Department, or Region (If Applicable) |        |                   | For Official Use Only                  |
| Designated Agency Contact (Name, Title)         |        |                   |                                        |
| Area Code/Phone Number                          | E-mail | Page ____ of ____ | Date Posted:<br><br>(Month, Day, Year) |

## 2. Appointments

| Agency Boards and Commissions | Name of Appointed Person                                                      | Appt Date and Length of Term                          | Per Meeting/Annual Salary/Stipend                                                                                                                                                                                       |
|-------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | ▶ Name _____<br>(Last, First)<br><br>Alternate, if any _____<br>(Last, First) | ▶ _____<br>Appt Date<br><br>▶ _____<br>Length of Term | ▶ Per Meeting: \$ _____<br><br>▶ Estimated Annual:<br><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000<br><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____<br>Other |
|                               | ▶ Name _____<br>(Last, First)<br><br>Alternate, if any _____<br>(Last, First) | ▶ _____<br>Appt Date<br><br>▶ _____<br>Length of Term | ▶ Per Meeting: \$ _____<br><br>▶ Estimated Annual:<br><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000<br><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____<br>Other |
|                               | ▶ Name _____<br>(Last, First)<br><br>Alternate, if any _____<br>(Last, First) | ▶ _____<br>Appt Date<br><br>▶ _____<br>Length of Term | ▶ Per Meeting: \$ _____<br><br>▶ Estimated Annual:<br><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000<br><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____<br>Other |
|                               | ▶ Name _____<br>(Last, First)<br><br>Alternate, if any _____<br>(Last, First) | ▶ _____<br>Appt Date<br><br>▶ _____<br>Length of Term | ▶ Per Meeting: \$ _____<br><br>▶ Estimated Annual:<br><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000<br><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____<br>Other |

## 3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

\_\_\_\_\_  
Signature of Agency Head or Designee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Month, Day, Year)

Comment: \_\_\_\_\_

Print

Clear

**Background**

This form is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of another public agency or to a committee or position of the agency of which the public official is a member.

This form is required pursuant to FPPC Regulation 18702.5. Each agency must post on its website a single Form 806 which lists all the paid appointed positions to which an official will vote to appoint themselves. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur.

**Instructions**

This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional compensation to the appointee.

FPPC Regulation 18702.5 provides that as long as the public is informed prior to a vote, an official may vote to hold another position even when the vote results in additional compensation.

**Part 1. Agency Identification**

Identify the agency name and information on who should be contacted for information.

**Part 2. Appointments**

Identify the name of the other agency, board or commission. List the name of the official, and an alternate, if any.

List the appointment date and the length of term the agency official will serve. Disclose the stipend provided per meeting and the estimated annual payment. The annual salary is an estimate as it will likely vary depending upon the number of meetings. It is not necessary to revise the estimate at the end of the calendar year.

**Part 3. Verification**

The agency head or his/her designee must sign the verification.

**Frequently Asked Questions (FAQs)**

1. When does an agency need to complete the Form 806?

A Form 806 is required when an agency's board members vote to appoint a board member to serve on another governmental agency or position of the agency of which the official is a member and will receive additional compensation.

2. The city council votes to serve as the city's housing authority, a separate entity. Will the Form 806 be required?

If the council members receive additional compensation for serving on the housing authority, the Form 806 is required.

3. Are appointments made by a governing board to appoint one of its members to serve as an officer of that board for additional pay (e.g., mayor) required to be disclosed on Form 806?

No. FPPC Regulation 18702.5(b)(6) exempts from this requirement decisions to fill a position on the body of which the official is a member (such as a councilmember being appointed as mayor) despite an increase in compensation.

4. In determining the income, must the agency include mileage reimbursements, travel payments, health benefits, and other compensation?

No. FPPC Regulation 18702.5 requires only the amount of the stipend or salary to be reported.

5. Which agency must post the Form 806?

The agency that is voting to appoint a public official must post the Form 806 on its website. The agency that the official will serve as a member is not required to post the Form 806. The form is not sent to the FPPC.

6. When must the Form 806 be updated?

The Form 806 should be amended promptly upon any of the following circumstances: (1) the number of scheduled meetings is changed, (2) there is a change in the compensation paid to the members, (3) there is a change in membership on the board or commission, or (4) there is a new appointment to a new agency.

7. If officials choose to recuse themselves from the decision and leave the room when a vote is taken to make an appointment, must the Form 806 be completed?

No. The Form 806 is only required to identify those officials that will vote on an appointment in which the official will also receive additional compensation.

**Privacy Information Notice**

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel, Fair Political Practices Commission, 1102 Q Street, Suite 3050, Sacramento, CA 95811.

**City Council Agency/Liaison/Subcommittee Assignments as of \_\_\_\_\_**

| <b>OUTSIDE AGENCY BOARDS</b>            | <b>COUNCIL MEMBER(S)</b>                                  | <b>TYPE</b> | <b>MEETS</b>             | <b>TIME</b> | <b>STAFF</b> |
|-----------------------------------------|-----------------------------------------------------------|-------------|--------------------------|-------------|--------------|
| 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<br>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                  | CC Appointment / 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 |

| <b>LIAISON TO</b>                        | <b>COUNCIL MEMBER(S)</b>                                  | <b>TYPE</b> | <b>MEETS</b>             | <b>TIME</b> | <b>STAFF</b> |
|------------------------------------------|-----------------------------------------------------------|-------------|--------------------------|-------------|--------------|
| East Bay League of California Cities     | Jelani Killings / Dionne Adams Alternate                  | Standing    | 3rd Thursday             |             | G. Evans     |
| Green Empowerment Zone                   | Dionne Adams/ Jelani Killings Alternate                   | Standing    | 3rd Friday<br>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) | CC Appointment & Angelica Lopez / Dionne Adams Alternate  | Standing    | Monthly                  |             | S. Albanese  |
| School Districts Committee (2x2)         | Jelani Killings & Angelica Lopez / Juan Banales Alternate | Standing    | Quarterly                |             | M. Aliotti   |

| <b>SUBCOMMITTEES</b>                     | <b>COUNCIL MEMBER(S)</b>                                    | <b>TYPE</b> | <b>MEETS</b>  | <b>TIME</b> | <b>STAFF</b> |
|------------------------------------------|-------------------------------------------------------------|-------------|---------------|-------------|--------------|
| 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 | 5:00 PM     | 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    | 4:00 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 |
| Life Enrichment                          | Dionne Adams & Angelica Lopez / CC Appointment              | Standing    | 3rd Wednesday | 5:30 PM     | K. Simonton  |
| Pittsburg Arts and Community Foundation  | Angelica Lopez & Jelani Killings                            | Standing    | As needed     |             | K. Simonton  |
| Public Safety                            | CC Appointment & Angelica Lopez / Jelani Killings Alternate | Standing    | 1st Wednesday | 5:30 PM     | S. Albanese  |
| Tobacco, Cannabis, Alcohol Policy Review | CC Appointment & Jelani Killings                            | Ad Hoc      | As needed     |             | G. Evans     |

\*Stipend of \$170 per month

\*\* Stipend of \$100 per month



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

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Consideration of a City Council Request for a Future Agenda Item  
Directing Staff to Prepare an Analysis of Policies that Address  
Residential Tenant Harassment and Just Cause Eviction

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

The City Council will consider the preparation of tenant harassment and just cause eviction analysis.

**FISCAL IMPACT**

The City Manager's Office will lead the analysis; however, it is likely that the Departments of Community Development and Community Services, the Police Department, and the City Attorney's Office will contribute to the research and potential policy development stages. Staff does not anticipate any significant fiscal impact.

**RECOMMENDATION**

Direct staff to prepare an analysis of policies that address residential tenant harassment and just cause eviction in Pittsburg.

**BACKGROUND**

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

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

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

At the December 16, 2024 City Council meeting, Council Member Banales requested a future agenda item to explore Pittsburg's existing tenant-landlord landscape and identify gaps in State landlord-tenant relationship policies for potential development of local policies around tenant anti-harassment and just cause evictions. Former Council Member Shanelle Scales-Preston seconded the item, which was approved unanimously.

### **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee

### **STAFF ANALYSIS**

For more than a year, several of Pittsburg's residential renters led by members of the grassroots community organization Alliance of Californians for Community Empowerment (ACCE) regularly appeared at City Council meetings. In public comments, the Pittsburg residents detailed instances of substandard living conditions, harassment by landlords, and unfair evictions experienced at their rented residences in Pittsburg. In applicable cases, the City Community Development Department investigated residents' complaints, and intervened where appropriate according to the Pittsburg Municipal Code.

In response to Council Member Banales' request, staff will explore Pittsburg's existing tenant-landlord landscape to better understand tenant-landlord issues locally and identify gaps in state landlord-tenant relationship policies to guide potential development of local policies around tenant anti-harassment and just cause evictions.

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



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

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute an Agreement with Veritel Homes, LLC for the Installation and Maintenance of Electric Vehicle Charging Station

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

Veritel Homes LLC ("Veritel"), the current property owner of 485 Railroad Avenue, known as the Woulf and Ury Building, has proposed installation of Electric Vehicle (EV) chargers in the City-owned parking at the northwest corner of 5th Street and Cumberland Street. The proposed project received financial backing through a grant awarded by Marin Clean Energy (MCE).

**FISCAL IMPACT**

There is no negative fiscal impact to the City. The costs for financing, installation, operation, and maintenance of the EV chargers are the full responsibility of Veritel. The agreement allows for the recovery of installation costs, along with the accumulation of a maintenance and operations fund by Veritel through surcharges of 15% each applied to the charging rates of the EV chargers. The agreement requires that Veritel charge an additional 10% charge that will go to the City for the purpose of maintenance of the parking lot.

**RECOMMENDATION**

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to negotiate and execute an agreement with Veritel Homes LLC to install, operate, and maintain EV chargers in the City's 5th and Cumberland Street public parking lot (APN: 085-109-010).

**BACKGROUND**

Veritel has been the owners of the Woulf and Ury building for over 20 years, owning a prime location within the Old Town community. Recently, they have proposed improvements to both the building itself and the Cumberland Street City parking lot directly adjacent to the building. These improvements compose of three separate projects; a facade improvement

to the Woulf and Ury building, installation of rooftop solar; and the installation of EV chargers in the Cumberland Street parking lot. The City approved a façade improvement grant of \$85,000 on July 15, 2024 to help fund that project, which is currently underway. The latter of the projects was spurred in part because Veritel was awarded a grant from MCE for the installation of EV Chargers. The funds total approximately \$70,000 for the installation, allow for the use of MCE EV charging rates to be applied to the chargers, and comes with a timeline of implementation which currently sits at March 31, 2025.

The chargers proposed for usage by Veritel are CT4021 Level 2 dual-port chargers with an output of up to 7.2 kW. Currently, the City has two similar ChargePoint CT dual-port chargers along Railroad Avenue between John Buckley Square and the Pittsburg Historical Museum.

### **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

### **STAFF ANALYSIS**

Veritel has stated that the proposed EV chargers are intended to be a community benefit and not a profit-seeking operation. The BEV-2 charging rates from MCE that they intend to charge will offset the costs of procuring the power through subscription with MCE. The additional 15% surcharges stated in the agreement are to cover Veritel's costs of recovering any installation not covered by the grant, plus the ongoing maintenance of the EV chargers over the lifetime of the agreement. The City also has a charge that will cover costs associated with the maintenance of the parking lot, including rehabilitation if the EV chargers were to be removed at any point of the agreement.

The proposed agreement would more than double the available ChargePoint EV chargers available in the Old Town district. This project also aligns with the City's adopted sustainability plan, which encourages the growth of the City's EV charging network to increase zero-emission vehicle and equipment use.

**ATTACHMENTS:**     Resolution  
                             Agreement

Report Prepared By: Robert Hicks-Carrera, Economic Development Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

|                                                 |   |                    |
|-------------------------------------------------|---|--------------------|
| Authorizing the City Manager to                 | ) |                    |
| Execute an Agreement with Veritel Homes         | ) |                    |
| LLC to Install, Operate, and                    | ) | RESOLUTION NO. 25- |
| Maintain Electric Vehicle Chargers in the       | ) |                    |
| <u>City-owned Cumberland Street Parking Lot</u> | ) |                    |

WHEREAS, the City of Pittsburg is a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, Veritel Homes LLC (“Veritel”), is the owner of a building known as the “Woulf and Ury Building,” located at 985 Railroad Avenue (APN: 085-109-008); and

WHEREAS, Veritel has proposed various projects to improve and enhance the building and adjacent areas. One such project is a façade improvement project which the City awarded a grant to fund a portion of the project on July 15, 2024; and

WHEREAS, another such project that Veritel proposes is the installation of Electric Vehicle (EV) chargers within the City-owned public parking lot located on the corner of Cumberland Street and East 5<sup>th</sup> Street (“Cumberland Street Parking Lot”; APN: 085-109-010); and

WHEREAS, Veritel has secured grant funding from Marin Clean Energy (MCE) to in-part fund this project; and

WHEREAS, Veritel has approached the City with project plans and a proposed agreement to allow for Veritel to install, operate, and maintain EV chargers in the Cumberland Street Parking Lot; and

WHEREAS, the City and Veritel have met in good faith and drafted an agreement that both parties believe is fair and is one that the City believes is favorable to enter into with a private entity; and

WHEREAS, the City and Veritel, through this agreement, are committed that these EV charging stations are to the benefit of the community and not a profit-seeking venture; and

WHEREAS, the City deems that entering into this agreement meets some of the goals set forth in the City’s Sustainability Plan that was adopted in 2023, specifically action items M-2.1e and M-2.3b; and

WHEREAS, the City deems that installations of these EV chargers will also carry economic development benefits for the City and specifically the Old Town community. Such specific benefits include the expansion of EV chargers available in Old Town, long-

term parking and charging by EV users within the Old Town, increased foot traffic in Old Town, and increased patronage of Old Town business by EV users.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the agreement with Veritel Homes LLC.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of January 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

---

Jelani Killings, Mayor

ATTEST:

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Alice E. Evenson, City Clerk

## **AGREEMENT TO FOR INSTALLATION, OPERATION AND MAINTENANCE OF ELECTRIC VEHICLE CHARGING STATIONS**

This Agreement for Installation, Operation and Maintenance of Electric Vehicle Charging Stations ("**Agreement**") is made on \_\_\_\_\_ ("**Effective Date**") by and between the City of Pittsburg, a municipal corporation ("**City**") and Veritel Homes LLC, a California Limited Liability Corporation ("**Veritel**") (hereinafter together referred to as the "**Parties**").

WHEREAS, the City has identified a need within Pittsburg for public electric vehicle charging stations ("EVCSs") to support the increased prominence of electric vehicles ("EVs"); and

WHEREAS, the Parties have identified Old Town as a location within the City lacking an adequate number of EVCSs; and

WHEREAS, the amenity of EVCSs supports economic development by allowing drivers of EVs to park, charge, and explore Old Town while their vehicles charge; and

WHEREAS, Veritel has received a grant from Marin Clean Energy ("MCE") to cover a portion of the cost(s) associated with installation of the EVCSs; and

WHEREAS, Veritel owns property at 485 Railroad Avenue (APN: 085-109-008; "485 Railroad"); and

WHEREAS, the City owns a parking lot directly adjacent to 485 Railroad Avenue (APN: 085-109-010; "Parking Lot"); and

WHEREAS, the Parties agree that the Parking Lot is a prime location for installation of the EVCSs; and

WHEREAS, Veritel seeks City authorization to utilize the Parking Lot for installation.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Term.** The Term of this Agreement shall be ten (10) years.
2. **Exclusive Right to Operate.** Veritel shall operate and maintain 5 EVCSs on the Parking Lot. City grants Veritel with the exclusive right to operate the EVCSs at the Parking Lot for the duration of the Agreement.
3. **Financing, Maintenance, and Operation.** Veritel shall finance, install, operate, and maintain EVCSs at the Parking Lot at the sole cost(s) of Veritel.
4. **Proper Operating and Aesthetic Condition.** Veritel shall ensure that the EVCSs are clean and in proper operating condition, meaning that all parts and components

are working properly to expectation and effectively perform their function of charging EVs, at all times during the term of this Agreement.

5. **Maintenance Schedule.** Upon notification by the City or any member of the public that any EV charger subject to this agreement is not in proper working condition, is malfunctioning, or has been damaged by vandalism or other cause, or subject to graffiti, Veritel shall reply to the City within 48 hours upon receiving notice to acknowledge receipt and provide a repair plan or manufacturer work order to rectify the issue. Veritel shall rectify the issue within 30 days of receiving notice.
6. **Rates and Revenue Sharing.** Veritel shall charge users of the EVCSs at the BEV-2 rates set forth by MCE. These rates are intended for Veritel to fully recover reasonable costs associated with energy consumption by the EVCSs, for which Veritel assumes full responsibility.
  - a. Veritel is authorized to charge fees in addition to the MCE rates for the purposes specified below:
    - i. **Cost Recovery Compensation:** Veritel may charge an additional fifteen percent (15%) above BEV-2 rates to reimburse the costs of installation not covered by the MCE grant, including but not limited to costs of permits, construction, and any required private financing. Upon full recovery of costs, Veritel must cease charge of this cost.
    - ii. **Maintenance and Operations Charge.** Veritel may charge an additional fifteen percent (15%) above BEV-2 rates to be used solely for the purpose of ongoing operations and maintenance of the EVCSs.
    - iii. **City Parking Lot Maintenance.** Veritel shall charge an additional ten percent (10%) above BEV-2 rates to be paid to the City for maintenance of the Parking Lot.
7. **Permit Processing.** The City shall use its best reasonable efforts to assist Veritel in facilitating the installation and operation of the EVCSs. This includes, but is not limited to, processing necessary permits, clearances, or access requirement for the installation and ongoing operation of the chargers. In no event shall the City have financial responsibility for the installation, maintenance, and/or operation of the EVCSs.
8. **Marketing and Promotion.** The City and Veritel shall employ its best reasonable efforts to promote the EVCSs. This may include signage, marketing efforts, or any other form of promotion deemed beneficial by both Parties.
9. **Annual Reporting.** Veritel shall submit to the City an annual report providing information on the total energy usage of the EVCSs, the account balance of an operations and maintenance fund, a remaining balance of installation cost(s)

recovery fund, and an overall balance sheet on the revenue(s) and expenditure(s) for the EVCSs.

10. **Termination.** If Veritel fails to adequately maintain and operate the EVCSs, the City may terminate the Agreement upon 30 days' notice to Veritel. Upon expiration or termination of this Agreement, Veritel shall, at the City's direction, remove the EVCSs and restore the Parking Lot to good condition or transfer all assets associated with this agreement to the City. Restoration means the complete removal of all EVCSs and repaving of the concrete base material and surrounding asphalt underneath each EVCSs that cohesively blends with the rest of the parking lot. If that is not feasible, Veritel shall completely repave and resurface the Parking Lot and medians at Veritel's sole cost. Veritel shall also provide the City with precise geodata on the location of electrical conduit that was installed underneath the Parking Lot. If the City directs the transfer of assets to the City, Veritel shall develop a plan to seek the proposals for a new operator of the EVCSs. Approval of a new operator shall be in the City's sole discretion. Veritel shall complete the transfer all assets within 30 days of the City's direction to transfer the assets. Section 11 Indemnity shall survive expiration or termination of the Agreement.
11. **Indemnity.** Veritel shall indemnify, defend and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorney's fees arising out of or in connection with this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of City.
12. **Agreement is Binding.** This Agreement shall be binding on and inure to the benefit of the Parties, their heirs, executors, administrators, successors in interest, and assigns.
13. **No Joint Partnership or Venture.** Parties hereby agree that nothing contained in this Agreement shall be construed as creating any form of agency relationship, joint venture or legal partnership between the City and Veritel.
14. **Failure to Obtain Entitlements.** In the event that the entitlements and approvals needed to install the EVCSs are not approved by the City with conditions reasonably acceptable to Veritel, either party shall have the right to terminate this Agreement.
15. **Agreement Modification.** This Agreement may not be altered, amended, modified or otherwise changed, except by a writing duly executed by authorized representatives of each of the Parties.
16. **Court Venue.** Any suit brought to enforce any provision of this Agreement, or for damages for the breach hereof, shall be commenced and maintained exclusively in the County of Contra Costa, California. If federal, the northern district of California.

17. **State of California Law.** This Agreement shall be interpreted, enforced, and governed by the laws of the State of California.
18. **Equal Opportunity to Participate.** The Parties have had an equal opportunity to participate in the drafting of this Agreement. The usual construction of an agreement as to the drafting Party shall not apply to this Agreement.
19. **Invalid, Void, or Unenforceable Actions.** If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).
20. **Notice.** All notices that are required to be given by one Party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the Parties at the following addresses:
- City:                   City of Pittsburg  
                              65 Civic Avenue  
                              Pittsburg, CA 94565  
                              Attention: City Manager
- Veritel:               Veritel Homes LLC  
                              \_\_\_\_\_  
                              \_\_\_\_\_  
                              Attention: Tony Keslinke
21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

WHEREFORE, the Parties have executed this Agreement as of the date set forth above.

**CITY:**  
**CITY OF PITTSBURG,**  
a municipal corporation

**VERITEL:**  
**VERITEL HOMES LLC,**  
a California Limited Liability Corporation

By: \_\_\_\_\_  
Name:     Garrett Evans  
Its:        City Manager

By: \_\_\_\_\_  
Name:  
Its:

**Approved as to form:**

By: \_\_\_\_\_  
Name:     Donna Mooney  
Its:        City Attorney

**CITY OF PITTSBURG  
CITY COUNCIL SPECIAL MEETING MINUTES**

**DATE:** December 9, 2024

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

**CITY COUNCIL AGENCY MEMBERS**

Juan Antonio Banales, Mayor/Chair  
Jelani Killings, Vice-Mayor/Chair  
Dionne Adams, Council/Agency Member  
Angelica Lopez, Council/Agency Member  
Shanelle Scales-Preston, Council/Agency Member  
S.L. Floyd, Agency Member  
Annie Hill Herring, Agency Member

**APPOINTED OFFICIALS**

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

Mayor Banales called the meeting to order at 7:02 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA.

**ROLL CALL**

All Members were present.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**CITY MANAGER REPORTS/REMARKS**

City Manager Evans invited members of the community to the Holiday Parade, taking place on Saturday, December 14, 2024.

**PUBLIC COMMENTS**

There were no Public Comments.

**CITY COUNCIL CONSENT CALENDAR**

1. Adoption of a City Council Resolution Declaring Results of the General Municipal Election Held on November 5, 2024

On Motion by Member Scales-Preston, seconded by Member Adams to adopt and carried unanimously.

## **REMARKS AND RECOGNITION OF OUTGOING MAYOR/CHAIR AND COUNCIL MEMBER**

2. Remarks from Outgoing Mayor/Chair
3. Presentations/Comments for Outgoing Mayor

Merl Craft, Pittsburg, congratulated outgoing Mayor Banales for a productive year. She also welcomed incoming Mayor Killings.

## **ADMINISTRATION OF OATH OF OFFICE FOR NEWLY ELECTED OFFICERS**

4. Council Member Juan Antonio Banales
5. Council Member Jelani Killings

## **CITY COUNCIL REORGANIZATION**

6. Selection of Mayor/Chair

On motion by Mayor Banales, seconded by Member Scales-Preston to appoint Jelani Killings as Mayor/Chair and carried unanimously

7. Selection of Vice-Mayor/Chair

On motion by Member Scales-Preston, seconded by Member Banales to appoint Dionne Adams as Vice-Mayor/Vice-Chair and carried unanimously.

8. Remarks from New Vice-Mayor/Chair

Vice Mayor Adams noted she was grateful for the opportunity to serve as Vice Mayor and was excited for the year ahead and all the great things in store for Pittsburg.

9. Remarks from New Mayor/Chair

Mayor Killings recapped on all the accomplishments from Council and staff throughout his tenure on the City Council. He also stated he looked forward to a productive year.

Contra Costa County Supervisor (District 5), Federal Glover, commended Council for a productive year and presented outgoing Mayor Banales and incoming Mayor Killings with Certificates of Recognition.

Merl Craft, Pittsburg congratulated Mayor Killings and welcomed Vice Mayor Adams.

Denise Killings, Pittsburg, commended the Police Department for all their hard work, she also commended the City Council for all the accomplishments they have achieved.

Kevin Coleman welcomed Mayor Killings and acknowledged all the great work that the City Council has done.

### **Council Member Remarks**

Council Member Lopez read a letter addressed to the City Council, Pittsburg community and City staff.

Council Member Banales gave kudos to Mayor Killings, Vice Mayor Adams and congratulated Member Scales-Preston for her new role as County Supervisor.

Council Member Scales-Preston acknowledged the comradery between all Council Members, noted she was proud of the great work happening in Pittsburg.

Vice Mayor Adams noted she was grateful to work with a group of people who feel connected and want to serve the community.

### **ADJOURNMENT**

The City Council adjourned at 7:58 P.M. to December 16, 2024.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

**DATE:** December 16, 2024

**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  
Shanelle Scales-Preston, Council/Agency Member  
Juan Ant, 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 7:02 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA.

**ROLL CALL**

All members were present.

**PLEDGE OF ALLEGIANCE**

Chief Albanese led the Pledge of Allegiance.

**CITY MANAGER REPORTS/REMARKS**

Assistant City Manager Aliotti noted that City Offices would be closed for business starting Tuesday, December 24, 2024 through January 1, 2025 for the annual Winter Closure. Business resumes on Thursday, January 2, 2025.

**PUBLIC COMMENTS**

Bruce Ohlson, Pittsburg, congratulated Mayor Killings. He also thanked the City Council and staff and wished everyone happy holidays.

**PUBLIC HEARING**

2. Adoption of a City Council Resolution Approving a Rate Increase Requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station

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

On Motion by Member Lopez, seconded by Member Banales and approved unanimously.

3. Adoption of a City Council Resolution Approving the City of Pittsburg Transportation Impact Analysis Guidelines and Thresholds to Evaluate Transportation Impacts Under the California Environmental Quality Act (Senate Bill 743), AP-24-0047

Mayor Killings opened the Public Hearing

Bruce Ohlson, Pittsburg, stated that the bicycle community is looking forward to the construction of more bicycle facilities throughout Pittsburg.

There being no more speakers for the item, Mayor Killings closed the Public Hearing.

On Motion by Member Banales, seconded by Vice Mayor Adams and approved unanimously.

### **CONSIDERATION**

4. Adoption of a City Council Minute Order Directing the Process on Filling One Vacant City Council Seat

On Motion by Member Banales, seconded by Vice Mayor Adams to fill the vacant City Council seat by interview process and approved unanimously.

### **CONFLICT OF INTEREST STATEMENT**

Vice Mayor Adams recused herself from voting on Consent calendar item # 11, due to being employed by PG&E.

### **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. With Vice Mayor Adams recusing herself from item #11.

5. Minutes November 18, 2024
6. Receive and File Report on the Review of Development Impact Fees Received by the City of Pittsburg that are Subject to AB 1600 Reporting Requirements
7. Adoption of a Successor Agency Minute Order Approving the July 1, 2025 – June 30, 2026 Recognized Obligation Payment Schedule
8. Adoption of a City Council Resolution to Authorize Application and Receipt of Program Funding from Senate District 7 for the Accessory Dwelling Unit Accelerator Program Grant
9. Adoption of a City Council Resolution Authorizing the City Manager to Execute a First Contract Amendment for the Consulting Service Agreement with Oliver John for the Baywalk Specific Plan Project

10. Adoption of a City Council Resolution Authorizing the City Manager to Execute a First Contract Amendment for the Consulting Service Agreement with Raney Planning and Management, Inc. for the Baywalk Specific Plan Project
11. Adoption of a City Council Resolution Granting an Easement to Pacific Gas & Electric to Provide Service for Project 3080-Pittsburg Premier Fields
12. Adoption of a City Council Resolution to Accept U.S. Department of Transportation Safe Streets and Roads for All 2024 Planning and Demonstration Grant Funds and Allocate Local Matching Funds
13. Adoption of a City Council Resolution Accepting Project 8336-Americana Park Bypass Channel as Complete and Authorizing the City Engineer to File a Notice of Completion
14. Adoption of a City Council Resolution to Amend the Master Pay Schedule to Include Amendments to the Seasonal Salary Schedule and Previously Approved Positions and Compensation
15. Adoption of a City Council Resolution Authorizing the Execution of a Fourth Contract Amendment for a Consulting Service Agreement with 4LEAF, Inc. for Building Inspector and Chief Building Official On-call Services
16. Adoption of a Pittsburg Power Company Resolution Adopting the 2023 Power Content Label to the California Energy Commission

### **COUNCIL REQUEST FOR FUTURE AGENDA ITEMS**

Council Member Banales requested an item for the creation of an Ad-Hoc subcommittee to help identify gaps in tenant anti-harassment and just cause evictions.

On Motion by Member Banales, seconded by Member Scales-Preston and passed unanimously.

### **COUNCIL MEMBER REMARKS**

Mayor Killings congratulated Council Member Scales-Preston on her new role as Contra County Supervisor for District 5. He presented her with a parting gift on behalf of the City Council.

Vice Mayor Adams congratulated Member Scales-Preston on her new role as Supervisor.

Council Member Lopez congratulated Member Scales-Preston and mentioned she was excited to have a woman pave the way into the County Supervisor seat for District 5.

Council Member Banales congratulated Member Scales-Preston and mentioned he was happy to see her moving forward representing Pittsburg.

Council Member Scales-Preston thanked her colleagues for the time she served alongside them. She noted that there were lots of accomplishments and was excited to continue to work with them as she serves in a new role. She also mentioned she brought the

trophy from the League of California Cities Bocce tournament, which she wanted the Council to have.

### **ADJOURNMENT**

The meeting adjourned at 8:25 P.M. to January 6, 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 City Council Resolution Accepting the Plans and Specifications and Awarding of Project 4077 - 2024/25 CDBG ADA Curb Ramp Installation

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

Project 4077 - CDBG ADA Curb Ramp Installation (the "Project") will construct 28 curb ramps in the neighborhoods located near Polaris Drive and North Parkside Drive. If adopted, this resolution will accept the Project plans and specifications, and award a construction contract to CLS/Cervantes Landscape Services, Inc.

**FISCAL IMPACT**

The proposal from CLS/Cervantes Landscape Services, Inc. is \$243,783. Funding will be provided by the \$273,938 from the Community Development Block Grant (CDBG) previously allocated to the Project. See the CIP Project sheet attached to this report for the budget summary.

Staff recommends a construction contingency of \$24,378.

**RECOMMENDATION**

City Council adopt the attached Resolution accepting the Project plans and specifications and authorizing the City Manager to execute a construction contract with CLS/Cervantes Landscape Services, Inc. for a total amount not to exceed \$243,783.

Staff recommends that the City Council allocate a construction contingency in the amount of \$24,378 for any unanticipated costs and contract change orders.

Staff further recommends that the City Engineer be authorized to approve contract change orders for the Project in a total amount not to exceed 50% of the construction contingency, and the City Manager be authorized to approve change orders in an amount not to exceed the approved Project budget.

## **BACKGROUND**

On May 6, 2024, the City Council adopted Resolution No. 24-14462, approving the Community Development Block Grant 2024-2025 Annual Action Plan and the CDBG subcommittee recommendation authorizing funding for the Project in the amount of \$273,938.

On November 26, 2024, staff advertised the Project for construction bids.

On December 19, 2024, 15 construction bids were received, and CLS/Cervantes Landscape Services, Inc. was the lowest responsive, responsible bidder with a base bid in the amount of \$157,523, an alternate 1 bid in the amount of \$35,080, and an alternate 2 bid in the amount of \$51,180. The total awarded amount will be \$243,783.

## **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee meeting.

## **STAFF ANALYSIS**

Installation of curb ramps at targeted subdivisions will efficiently improve access to public transportation, schools, businesses, and other community facilities for pedestrians, the mobility impaired, and physically challenged persons.

The City received 15 bids. The lowest bid was \$243,783 and the highest bid was \$596,467.50. The lowest bid is below the engineer's estimate.

ATTACHMENTS:     Resolution  
                             CIP Project Sheet

Report Prepared By: Savon Reese, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting the Plans and Specifications )  
And Awarding Project 4077 - 2024/25 )  
CDBG ADA Curb Ramp Installation )

RESOLUTION NO. 25-

WHEREAS, Project 4077- 2024/25 CDBG Curb Ramp Installation (the "Project") will construct new ADA curb ramps in various locations in the City; and

WHEREAS, on May 6, 2024, the City Council adopted Resolution No. 24-14462, approving the Community Development Block Grant 2024-2025 Annual Action Plan and the CDBG subcommittee recommendation authorizing funding for the Project in the amount of \$273,938; and

WHEREAS, on November 26, 2024, staff advertised the Project for construction bids; and

WHEREAS, on December 19, 2024, 15 construction bids were received, and CLS/Cervantes Landscape Services, Inc. was the lowest responsive, responsible bidder with a base bid in the amount of \$157,523, an alternate 1 bid in the amount of \$35,080, and an alternate 2 bid in the amount of \$51,180; and

WHEREAS, staff recommends that the City Council accept the plans and specifications; and

WHEREAS, staff recommends that the City Council award a contract to CLS/Cervantes Landscape Services, Inc. in an amount not to exceed \$243,783; and

WHEREAS, staff recommends establishing a ten percent contingency in an amount of \$24,378 for unanticipated costs and contract change orders; and

WHEREAS, staff further recommends that the City Engineer be authorized to approve contract change orders in an amount not to exceed 50% of the construction contingency, and the City Manager be authorized to approve change orders for a total amount not to exceed the approved Project budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby accepts the plans and specifications, awards a construction contract to CLS/Cervantes Landscape Services, Inc. in an amount not to exceed \$243,783, authorizes a contingency in the amount of \$24,378, authorizes the City Engineer to approve contract change orders in an amount not to exceed 50% of the contingency, and authorizes the City Manager to approve change orders for an amount not to exceed the approved Project budget.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21<sup>st</sup> day of January 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Jelani Killings, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

Project Title:

Project #:

**2024/25 CDBG ADA Curb Ramp Installation Project**

**4077**



|                              |                                   |
|------------------------------|-----------------------------------|
| <b>Project Category:</b>     | Streets                           |
| <b>Location:</b>             | Various locations around the City |
| <b>Project Manager:</b>      | S. Reese                          |
| <b>Project Priority:</b>     | 1C – Essential                    |
| <b>Project Status:</b>       | Construction                      |
| <b>Est. Completion Date:</b> | 2024/25                           |

**Description/Justification:**

This project is for the construction of multiple curb ramps where there were none or out of ADA compliance ramps in various neighborhoods.

**Supplemental Information:**

Funding Source: HUD CDBG Grant.

| PROJECT FINANCING    |                         | CURRENT |         | PROPOSED          |         |         |         |         |                   |
|----------------------|-------------------------|---------|---------|-------------------|---------|---------|---------|---------|-------------------|
| PROJECT EXPENDITURES |                         | Prior   | 2023/24 | 2024/25           | 2025/26 | 2026/27 | 2027/28 | 2028/29 | TOTAL             |
| 1101                 | Staff Time              |         |         | \$ 3,000          |         |         |         |         | \$ 3,000          |
| 2281                 | Construction            |         |         | \$ 268,161        |         |         |         |         | \$ 268,161        |
| 2372                 | Administrative Overhead |         |         | \$ 2,777          |         |         |         |         | \$ 2,777          |
| <b>TOTAL</b>         |                         |         |         | <b>\$ 273,938</b> |         |         |         |         | <b>\$ 273,938</b> |
| PROJECT FUNDING      |                         | Prior   | 2023/24 | 2024/25           | 2025/26 | 2026/27 | 2027/28 | 2028/29 | TOTAL             |
| 233                  | CDBG                    |         |         | \$ 273,938        |         |         |         |         | \$ 273,938        |
| <b>TOTAL</b>         |                         |         |         | <b>\$ 273,938</b> |         |         |         |         | <b>\$ 273,938</b> |



**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 An Agreement Between the City of Pittsburg and East Bay Regional Park District for Project 2052 - Delta De Anza Multimodal Trail Safety Improvements

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

The City of Pittsburg applied for, and received, a One Bay Area Grant Round 3 (OBAG 3) grant for Project 2052 - Delta De Anza Multimodal Trail Safety Improvements (Project). East Bay Regional Park District (EBRPD) had agreed to assist by providing the required matching funds using \$582,405.96 of redevelopment funds it had previously received from the City for improvements or regional facilities within the City. This resolution will authorize the City Manager to execute an agreement with EBRPD to accept the funds.

**FISCAL IMPACT**

The agreement with EBRPD will provide the City with \$582,405.96 to meet the terms of the required local match and will be utilized on Delta De Anza Trail improvements.

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute the attached agreement with EBRPD.

**BACKGROUND**

On September 7, 1993, in connection with an amendment to the Los Medanos Community Development Project Area (1993 Fiscal Agreement), the City entered into a fiscal agreement with EBRPD to provide financial assistance in the amount of \$500,000 for improvements of regional facilities within the City.

Pursuant to the terms of the 1993 Fiscal Agreement, the funding obligation accrued interest, increasing the financial assistance amount to \$582,405.96 by the time funding was distributed to EBRPD on November 15, 2019.

On November 15, 2019, the City of Pittsburg entered into a Cooperative Funding Agreement (2019 Funding Agreement) with EBRPD to provide financial assistance to EBRPD in the amount of \$582,405.96 for trail improvements within the City.

On May 1, 2023, the City of Pittsburg approved Resolution 23-14283 accepting a Metropolitan Transportation Commission OBAG 3 Grant in the amount of \$4,427,000 for the Project.

On October 1, 2024, the EBRPD Board of Directors authorized the execution of an agreement to distribute redevelopment funds in the amount of \$582,405.96 to the City for the Project.

### **SUBCOMMITTEE FINDINGS**

This item was not reviewed by a subcommittee.

### **STAFF ANALYSIS**

The 2019 Funding Agreement's original purpose was to assist EBRPD fund improvements on Delta De Anza Trail within the Pittsburg City Limits. The agreement attached will enable the City to leverage the funds previously distributed to the EBRPD to construct more improvements along the Delta De Anza Trail with the OBAG 3 Grant funding. The agreement benefits both EBRPD and the City by providing enhancements to a popular multimodal trail in Pittsburg.

ATTACHMENTS:      Resolution  
                             EBRPD Agreement

Report Prepared By: Savon Reese, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to )  
Execute An Agreement with East )  
Bay Regional Park District for Project )  
2052 - Delta De Anza Multimodal )  
Trail Safety Improvements )

RESOLUTION NO. 25-

WHEREAS, the City and East Bay Regional Park District (EBRPD) propose to enter into a Cooperative Funding Agreement (2024 Funding Agreement) for the completion of Project 2052 - Delta De Anza Multimodal Trail Safety Improvements (Project); and

WHEREAS, on September 7, 1993 in connection with an amendment to the Los Medanos Community Development Project Area (1993 Fiscal Agreement), the City entered into a fiscal agreement with EBRPD to provide financial assistance in the amount of \$500,000 for improvements of regional facilities within the City; and

WHEREAS, pursuant to the terms of the 1993 Fiscal Agreement, the funding obligation accrued interest, increasing the financial assistance amount to \$582,405.96 by the time funding was distributed to EBRPD on November 15, 2019; and

WHEREAS, on November 15, 2019, the City of Pittsburg entered into a Cooperative Funding Agreement (2019 Funding Agreement) with EBRPD to provide financial assistance to EBRPD in the amount of \$582,405.96 for trail improvements within the City; and

WHEREAS, on May 1, 2023, the City of Pittsburg approved Resolution 23-14283 Accepting a Metropolitan Transportation Commission OBAG 3 Grant in the amount of \$4,427,000 for the Project; and

WHEREAS, on October 1, 2024, the EBRPD Board of Directors authorized the execution of an agreement to distribute redevelopment funds in the amount of \$582,405.96 to the City of Pittsburg for the Project; and

WHEREAS, after careful review of the 2024 Funding Agreement, staff recommends the City Council authorize the City Manager to execute the 2024 Funding Agreement with EBRPD, effective October 1<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves and authorizes the City Manager to execute the 2024 Funding Agreement with East Bay Regional Park District.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21<sup>st</sup> day of January 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

---

Jelani Killings, Mayor

ATTEST BY:

---

Alice E. Evenson, City Clerk

FUNDING AGREEMENT  
BETWEEN THE EAST BAY REGIONAL PARK DISTRICT AND CITY OF PITTSBURG FOR THE  
DISTRIBUTION OF FUNDS FOR THE DELTA DE ANZA MULTIMODAL SAFETY  
IMPROVEMENTS PROJECT

This Cooperative Funding Agreement, hereinafter referred to as "AGREEMENT", made and entered into on the **1st day of October, 2024**, by and between the East Bay Regional Park District, hereinafter referred to as "EBRPD" and City of Pittsburg, hereinafter referred to as "PITTSBURG".

WITNESSETH

WHEREAS, EBRPD received **\$582,405.96** in redevelopment funding from the California Department of Finance on behalf of the former Redevelopment Agency of the City of Pittsburg for improvements of regional facilities within the vicinity of the PITTSBURG per the 1993 Fiscal Agreement and the 2019 Funding Agreement signed by both parties; and

WHEREAS, PITTSBURG has requested distribution of redevelopment funds received by EBRPD and have them allocated to PITTSBURG'S Delta De Anza Multimodal Safety Improvements Project (hereinafter referred to as "PROJECT"); and

WHEREAS, the PROJECT is located within the vicinity of PITTSBURG and will include safety improvements and upgrades and trail paving; and

WHEREAS, the Department of Finance confirmed that the Successor Agency satisfied its obligation to EBRPD and does not need to review or approve distribution of funds to PITTSBURG; and

NOW, THEREFORE, it is mutually agreed as follows:

SECTION I

PITTSBURG AGREES:

- 1) To implement the PROJECT, including but not limited to the design and development of construction documents, competitive bidding and selection of the lowest responsive and responsible bidder, approval of a construction contract with selected bidder, and related administration of the construction contract.
- 2) To oversee the necessary construction work for the PROJECT within PITTSBURG'S City limits.
- 3) To invite EBRPD to attend recurring design and construction meetings, site visits, final inspections, etc. for the PROJECT.
- 4) To provide recurring written updates on the PROJECT status and expenditure of redevelopment funds within 30-days of written request.
- 5) To expend the full amount of distributed redevelopment funds on the PROJECT. Remaining or unspent funds will be returned to EBRPD within 90-days of PROJECT completion.

**Cooperative Funding Agreement  
Delta De Anza Multimodal Safety Improvements Project**

- 6) To provide a detailed cost summary of actual expenses related to the completion of the PROJECT using the distributed redevelopment funds spent on the PROJECT within 90-days of PROJECT completion.

**SECTION II**

**EBRPD AGREES:**

- 1) To process an invoice request from PITTSBURG in the amount of **\$582,405.96** within 60 days of submission.
- 2) Following PROJECT completion and acceptance, EBRPD will not be responsible for maintenance or repair of any areas on PITTSBURG property.

**SECTION III**

**IT IS MUTUALLY AGREED AS FOLLOWS:**

- (1) This AGREEMENT may be amended by mutual consent in writing of the parties.
- (2) PITTSBURG agrees to indemnify and hold harmless EBRPD, its officers, agents, employees and assigns from and against any and all loss, damage, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, based upon or otherwise arising out of the performance of the terms of this AGREEMENT save and except for those which are the result of the gross negligence and/or willful conduct of EBRPD, its, officers, agents, employees or assigns.
- (3) Notices regarding this AGREEMENT shall be sent by first class mail, postage prepaid, to EBRPD at General Manager, P. O. Box 5381, Oakland, CA 94605-0381, and to PITTSBURG at City Manager, 65 Civic Avenue, Pittsburg, CA 94565.
- (4) This AGREEMENT shall run through completion of the PROJECT, unless otherwise terminated or amended except that the provisions of Section III, subsection 2 shall survive the completion of the PROJECT.
- (5) This AGREEMENT contains the entire agreement between the parties with regard to matters described in this AGREEMENT and supersedes all prior agreements, whether written or oral, between the parties with respect to such subject matter.
- (6) This AGREEMENT shall be interpreted and enforced under the laws of the State of California.
- (7) If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Cooperative Funding Agreement  
Delta De Anza Multimodal Safety Improvements Project**

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized as of the day, month, and year first hereinabove written

CITY OF PITTSBURG

EAST BAY REGIONAL PARK DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_

(Signature of Authorized Representative)

(Signature of Authorized Representative)

Garrett Evans

Sabrina B. Landreth

(Print Name of Authorized Representative)

(Print Name of Authorized Representative)

Title: City Manager

Title: General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_

Donna Mooney

(Print Name)

Title: City Attorney

Date: \_\_\_\_\_



**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 Use of Water Operations Fund Reserves to Purchase Dump Trucks

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

The City maintains a fleet of vehicles and equipment necessary for maintenance of the City's infrastructure, including two dump trucks that have exceeded their useful lives. In 2023, the City Council approved the purchase of this equipment, but due to changing fleet electrification California Air Resources Board (CARB) regulations, the purchase was delayed and a Fiscal Year 2024/25 budget was never established for the purchase. The resolution, if approved, will authorize allocation of funds from Water Operations Fund Reserves for the purchase of two dump trucks already approved for purchase.

**FISCAL IMPACT**

The approved Resolution will authorize allocation of \$131,000 from Water Operations Fund (Fund 501), using available reserves, for the purchase of two dump trucks. There are sufficient funds available to accommodate this purchase, which was originally authorized in Fiscal Year 2023/24 under Resolution 23-14349.

**RECOMMENDATION**

City Council adopt the attached Resolution authorizing the use of Water Operations Fund Reserves to purchase two dump trucks.

**BACKGROUND**

The Public Works Department Fleet Maintenance Division oversees a diverse fleet of over 200 vehicles with a total value of about \$7 million. The fleet is comprised of police patrol cars, sedans, motorcycles, heavy-duty trucks, construction equipment, and light- to medium-duty trucks, vans, and sport utility vehicles, as well as tools such as compressors and mowers.

Dump trucks are essential for various Public Works divisions, serving vital roles in hauling debris, asphalt, concrete, and rock for citywide cleanup efforts, as well as for street and water line maintenance and repairs. The City's dump trucks are no longer reliable or cost-effective to repair. Their diesel technology is also no longer supported by CARB, and the Original Equipment Manufacturer (OEM) for emissions has become unavailable, complicating repair efforts.

In 2023, the City Council approved Resolution No. 23-14349, which authorized the purchase of deferred vehicles and equipment, along with budgeted expenditures for the Fiscal Year 2023/24, totaling up to \$4,157,100. This approval included \$294,106.84 for two dump trucks and was necessary to facilitate general fleet procurement in light of rising costs, global supply chain disruptions, and significant manufacturing delays experienced over the past several years.

### **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

### **STAFF ANALYSIS**

Under the Advanced Clean Fleets (ACF) Regulation, which was adopted by CARB in June 2020, some public fleets must reduce emissions by phasing in Zero-Emission Vehicles (ZEVs). Starting in 2024, California state and local government fleets must ensure that 50% of their vehicle purchases are ZEVs, ramping up to 100% by 2027. In light of this regulation, staff researched availability of ZEV dump trucks and found no equivalent technology available. The purchase of replacement dump trucks in 2024 therefore requires a CARB exemption. After several months of dedicated efforts, staff successfully obtained CARB approval for this exemption – the first jurisdiction statewide to do so. Due to the unknown timeline of CARB's decision, the funds earmarked for dump trucks replacement were not carried over into the Fiscal Year 2024/25.

Nearly all vehicles from the list approved via Resolution No. 2023-14349 have been purchased, with the exception of two dump trucks. Now that the City has received a purchase exemption from CARB, staff requests \$131,000 from Water Operations Fund Reserves to finance the purchase. The remaining funds required to complete the purchase of the two dump trucks are already available in the Fleet General Fund, originating from vehicles that were bought for less than the budgeted amounts.

ATTACHMENTS: Resolution

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Use of Water Operations     )  
Fund Reserves to Purchase Two        )  
Dump Trucks                                 )

RESOLUTION NO. 25-

WHEREAS, the City's Public Works Department is responsible for the care and maintenance of the City's Fleet; and,

WHEREAS, two dump trucks currently in the fleet are no longer reliable or cost-effective to repair and out of compliance with current fleet regulations; and,

WHEREAS, the dump trucks are subject to the Advanced Clean Fleets Regulation which was adopted by California Air Resources Board in 2020; and,

WHEREAS, staff successfully obtained exemption approval for two dump trucks which can now be purchased; and

WHEREAS, in 2023, the City Council approved Resolution No. 23-14349, which authorized the purchase of deferred vehicles and equipment, along with budgeted expenditures for the Fiscal Year 2023/24, totaling up to \$4,157,100; and

WHEREAS, funds that were not encumbered as of June 30, 2024, were not rolled over, including the funds to complete the purchase of two dump trucks; and

WHEREAS, \$131,000 from Water Operations Fund (Fund 501) Reserves is needed to finance the purchases which were previously approved by the City Council for FY 2022/23 (Resolution No. 23-14349)

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pittsburgh hereby authorizes the use of \$131,000 from the Water Operations Fund Reserves for the purchase of two dump trucks.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21<sup>st</sup> day of January 2025, by the following vote:

AYES:  
NOES:  
ABSTAINED:  
ABSENT:

\_\_\_\_\_  
Jelani Killings, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk



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

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of a City Council Resolution Authorizing the Execution of a Consulting Services Agreement with Luhdorff and Scalmanini Consulting Engineers for Engineering Services

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

The Water Treatment Plant is responsible for the treatment, quality, distribution, testing, and regulatory compliance of the City's water system, including groundwater wells. If approved, the resolution would authorize the execution of a Consulting Services Agreement with Luhdorff and Scalmanini Consulting Engineers (LSCE) for groundwater monitoring and well maintenance services, which include rehabilitation and replacement of pumping equipment at the Dover and Bodega Wells, as necessary for regulatory compliance.

**FISCAL IMPACT**

The City Council approved sufficient funds for the proposed engineering services with adoption of the City's Operating Budget that included Water Operations-Water Purification (Fund 501-44111). No additional funds are requested.

**RECOMMENDATION**

City Council adopt the attached Resolution authorizing the City Manager to execute a Consulting Services Agreement in the amount of \$369,671 for engineering services associated with groundwater monitoring, rehabilitation, replacement of pumping equipment, and well services with LSCE.

## **BACKGROUND**

The City uses groundwater in conjunction with water drawn from the Contra Costa Water District Canal (Canal) for its drinking water operations. The price for untreated water drawn from the Canal is approximately \$900 per acre foot. To offset this expense, the City draws water from two municipal wells, known as the Dover and Bodega wells. Water from the wells is fed into the treatment system and combined with water from the canal to meet California Department of Water Resources regulations and requirements. The resulting savings averages approximately \$800,000 per fiscal year.

## **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

## **STAFF ANALYSIS**

In September 2024, staff solicited and received a proposal from Luhdorff and Scalmanini Consulting Engineers to provide engineering services for groundwater monitoring and well services, including well rehabilitation and replacement of pumping equipment at the Bodega and Dover sites. LCSE is the only firm with the necessary knowledge of the City's water system that also provides all required monitoring, maintenance, and reporting services requested.

To improve the reliability and quality of the water supply and decrease maintenance issues, staff identified a need for outside engineering services to monitor groundwater and assess and optimize the operations of the City's Wells. In addition, the consultant will be monitoring the rehabilitation and replacement of the pumping equipment at the Bodega and Dover Well sites and will provide an Annual Groundwater Report as required by the State of California.

ATTACHMENTS:     Resolution  
                         Consulting Services Agreement

Report Prepared By: April Chamberlain, Public Works Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the City Manager to Execute )  
Consulting Services Agreement with Luhdorff )  
And Scalmanini Consulting Engineers )  
For Engineering Services )

RESOLUTION NO. 25-

WHEREAS, the City of Pittsburg operates a municipal water system which includes two groundwater wells; and

WHEREAS, the condition and monitoring of these wells is essential for optimum operation and regulatory compliance; and

WHEREAS, the Public Works Department solicited a proposal from Luhdorff and Scalmanini Consulting Engineers (LSCE) for engineering services related to groundwater monitoring, well replacement and rehab of the Bodega and Dover wells, reporting, and on-call services; and,

WHEREAS, LSCE is the only firm with the necessary knowledge of the City's water system that provides all required monitoring, maintenance and reporting services; and

WHEREAS, sufficient funds to accommodate the engineering services are included in the Water Operations - Water Purification budget (Fund 501-44111).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Consulting Services Agreement with Luhdorff & Scalmanini Consulting Engineers, Inc for the proposed \$369,671.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of January 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Jelani Killings, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

October 3, 2024  
LSCE Project: 24-122

Mr. Jason Moser  
Water Plant Superintendent  
City of Pittsburg  
357 E. 12th Street  
Pittsburg, CA 94565

**SUBJECT: ENGINEERING SERVICES FOR FISCAL YEAR 2024-2025  
GROUNDWATER MONITORING AND WELL STATION SERVICES**

Dear Mr. Moser:

Luhdorff & Scalmanini Consulting Engineers, Inc. (LSCE) is pleased to provide a scope and budget for technical assistance with the City of Pittsburg (City) groundwater monitoring program, California Statewide Groundwater Elevation Monitoring (CASGEM) program, well rehab and replacement of the pumping equipment at the Bodega well site, and of the Dover and Bodega groundwater wells, and as-needed on-call services related to the City's water supply wells for fiscal year beginning July 1, 2023 and ending June 30, 2024.

## **Scope of Work**

LSCE proposes to assist the City of Pittsburg in bringing the Bodega and Dover well pumps back to optimal operating conditions. The scope of work includes the removal and replacement of pump components, well rehabilitation activities, and the procurement of spare parts for future use. LSCE also proposes to provide a 2024 Annual Groundwater report to the City. LSCE proposes to provide these engineering services to the City according to the following tasks:

### **Task 1: Preparation of Annual Groundwater Monitoring Report 2024**

LSCE will comprehensively evaluate and discuss calendar year 2024 groundwater data in the context of the historical data record and prepare the 2024 Annual Groundwater Monitoring Report. The report will be in the format of the previous (i.e., 2023) annual report. The draft report will be submitted to the City for review and comment by March 31, 2025 and assumes that the City will provide 2024 groundwater extraction by the end of January 2025. The draft will be finalized without delay upon receipt of the City's comments.

## Task 2: Bodega Station - Well and Well Pump Rehabilitation

### Background:

The Bodega well pump has been offline for over a year due to a motor fault, and the City aims to restore the well to full operational capacity. Given that the pump has completely failed and the bowl assembly was last replaced over three years ago, the scope of work for this site is relatively straightforward. The pump components, particularly the bowls, have likely reached the end of their useful service life in this setting and will require replacement. Additionally, reusing the existing submersible motor and cable presents a significant risk given the existing pump failure, making it essential to replace the motor and cable to ensure long-term reliability.

### Scope of Work:

This task includes well rehabilitation, removal of the existing pump equipment, replacement of worn or damaged components, and necessary maintenance to optimize well and pump performance. LSCE will contract with Roadrunner to oversee the removal of the pump and motor, to oversee and perform the well rehabilitation, identify and verify key well pump equipment to be replaced/repared, oversee the reinstallation of the well pump equipment, and conduct hydraulic and efficiency performance testing of the reinstalled well pump equipment.

A detailed description of the work involved is provided below:

- **Removal of Pump Equipment:** The existing submersible well pump equipment will be removed to allow for inspection and replacement of components. The pump is set at 135 feet below ground surface. Roadrunner will be responsible for removing the pumping equipment from the well. Any materials that can be salvaged or reused will be taken back to Roadrunner's yard for security purposes until the well equipment is ready to be installed.
- **Well Survey and Rehabilitation Plan:** A detailed well rehabilitation plan will be developed to improve performance, including video surveys and chemical treatments as required. This plan will be based on previous rehabilitation work conducted in 2018.
- **Well Rehabilitation:** The well casing and screens will be mechanically cleaned and chemically treated to remove biofouling and mineral deposits that have impacted well performance. LSCE will provide onsite inspection to monitor the well rehabilitation work and ensure proper discharge and monitoring of discharge fluids to the City's easement adjacent to the pump station building.
- **New Pump Components:** A new bowl assembly (12 RJHC Goulds, 4-stage, 8.12" trim, 1,450 GPM @ 200 ft TDH) and a new submersible motor (SME, water-filled, 100 HP, 460V, 3-phase) will be installed, including a thermal monitoring cable and heat exchanger. Up to five new column pipe sections (10" diameter, 0.365" wall, ASTM A53, NSF 61 certified) will be installed to replace any deteriorated sections.

- **Reinstallation and Testing:** After rehabilitation and equipment replacement, the well pump will be reinstalled, and LSCE will witness a pump performance test to confirm hydraulic and efficiency performance. Roadrunner will specifically be responsible for reinstallation, warranty, and testing of the well pump equipment.

### Task 3: Dover Station - Well Pump Rehabilitation

#### Background:

The Dover well pump production flowrate has steadily declined from approximately 1,200 gpm down to 700 gpm since the well pump equipment was last installed in August 2023. Since the Dover well was last rehabilitated a little over a year ago, it is assumed that an additional well rehabilitation is needed at this time unless the upfront baseline well capacity testing indicates a significant decline in well efficiency.

#### Scope of Work:

This task will begin with baseline specific capacity well testing to determine the current specific capacity of the well and well pump performance and efficiency metrics, followed by the removal of the existing pump equipment. Worn or damaged components will be replaced as needed. LSCE will contract with a pump contractor to oversee the removal of the pump and motor, verify the condition of key well pump components, and identify which parts require repair or replacement. LSCE will also manage the reinstallation of the well pump equipment and conduct hydraulic and efficiency performance testing to confirm proper operation once reinstalled.

A detailed description of the work assumed to be involved for the Dover site is provided below:

- **Baseline Well Specific Capacity and Pump Testing:** LSCE will perform initial well pump testing of the Dover well pump to ascertain the hydraulic performance and overall plant efficiency to compare to the factory/catalog pump performance and efficiency data. In addition, LSCE will plan on operating the pump at a constant flowrate for up to two hours to obtain a well specific capacity measurement which will determine if a well rehabilitation should be performed.
- **Removal of Pump Equipment:** The existing submersible well pump equipment will be removed to allow for inspection and replacement of components. The pump is set at 135 feet below ground surface. Roadrunner will be responsible for removing the pumping equipment from the well. Any materials that can be salvaged or reused will be taken back to Roadrunner's yard for security purposes until the well equipment is ready to be installed.
- **Well Survey:** A well survey will be conducted to inspect the condition of the well structure and to identify any damage or evidence of clogged screens or other issues with the well that may require a well rehabilitation plan to be developed and performed. Well rehabilitation is not anticipated to be needed and is therefore not included in this scope of work.
- **New Pump Components:** A new bowl assembly (12 RJHC Goulds, 6-stage, 8.12" trim, 1,450 GPM @ 300 ft TDH) and a new submersible motor (SME, water-filled, 150 HP, 460V, 3-phase) will be installed, including a thermal monitoring cable and heat exchanger. Up to five new column pipe

sections (10" diameter, 0.365" wall, ASTM A53, NSF 61 certified) will be installed to replace any deteriorated sections.

- **Reinstallation and Testing:** After rehabilitation and equipment replacement, the well pump will be reinstalled, and LSCE will witness a pump performance test to confirm hydraulic and efficiency performance. Roadrunner will specifically be responsible for reinstallation, warranty, and testing of the well pump equipment.

#### **Task 4: Spare Well Pump Equipment**

To ensure operational readiness and reduce downtime in the future, the City has requested the procurement of spare well pump equipment that is suitable to be used at either well site. These spare components will provide flexibility and quick replacement options when needed should there be a significant pump or motor failure in the future. The proposed spare pump equipment will be procured by Roadrunner directly.

##### **Scope of Work:**

- **Spare Motor:** A new SME, water-filled, 150 HP, 460V, 3-phase submersible motor will be procured for future use at either the Bodega or Dover well site.
- **Spare Bowl Assembly:** A 12 RJHC Goulds, 6-stage, 8.12" trim bowl assembly, designed for 1,450 GPM @ 300 ft TDH, will also be procured for future use at the Dover site. The bowl may also be used at the Bodega site however 2 stages will need to be removed and the bowl shaft replaced at an additional future cost.

#### **Task 5: On-Call Services / Contingency (as needed)**

LSCE will provide the City with on-call services related to the Bodega and Dover production wells and other groundwater matters. Services may include additional time needed to review of video logs, pump efficiency testing, diagnose well problems, preparing supporting exhibits on groundwater conditions, participate in meetings with the City or Roadrunner, preparing scopes and budgets for well rehabilitations, etc. LSCE will only conduct work under this task as requested by the City.

#### **Budget Estimate and Contract Administration**

The proposed budget for Tasks 1 through 5 is presented below. Budgeting reflects the estimated costs for similar services provided in past years. LSCE will submit monthly invoices according to the attached schedule of fees and will reference the City's Purchase Order. Additionally, in an effort to reduce costs for the City, LSCE is only applying a 5% markup to Roadrunner's costs, rather than the typical 15%. Given that Roadrunner's estimated costs exceed \$300,000, this adjustment results in significant savings for the City. Refer to attached quotations from Roadrunner for reference. A summary table with a description of costs by task, broken down between LSCE and Roadrunner costs is presented below for reference.

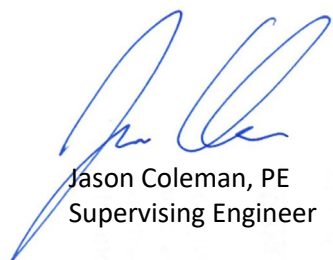
| Task          | Description                                              | Roadrunner Costs* | LSCE Costs      | Total Budget     |
|---------------|----------------------------------------------------------|-------------------|-----------------|------------------|
| 1             | Preparation of Annual Groundwater Monitoring Report 2024 |                   | \$12,190        | \$12,190         |
| 2             | Bodega Station - Well and Well Pump Rehabilitation       | \$149,744         | \$14,660        | \$164,404        |
| 3             | Dover Station - Well Pump Rehabilitation                 | \$108,434         | \$7,806         | \$116,240        |
| 4             | Spare Well Pump Equipment                                | \$66,938          | \$0             | \$66,938         |
| 5             | On-Call Services / Contingency (as needed)               |                   | \$10,000        | \$10,000         |
| <b>TOTALS</b> |                                                          | <b>\$325,116</b>  | <b>\$44,656</b> | <b>\$369,671</b> |

*\*Note: Pricing based on quotes provided by Roadrunner Drilling. Costs may be subject to change given market volatility and supply chain issues associated with required materials to complete work. Costs include LSCE reduced 5% total markup on subcontractor materials and labor.*

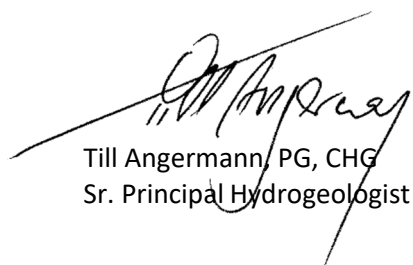
We appreciate the opportunity to provide you with this scope and budget.

Sincerely,

LUHDORFF & SCALMANINI  
CONSULTING ENGINEERS



Jason Coleman, PE  
Supervising Engineer



Till Angermann, PG, CHG  
Sr. Principal Hydrogeologist

**Attachment:** Schedule of Fees (2024)  
LSCE Cost Estimate Worksheet  
Roadrunner Cost Proposals



**Luhdorff &  
Scalmanini**  
Consulting Engineers

500 FIRST STREET • WOODLAND, CA 95695

## 2024 SCHEDULE OF FEES

### ENGINEERING AND RELATED FIELD SERVICES

#### Professional\*

|                                |                  |
|--------------------------------|------------------|
| Senior Principal .....         | \$260/hr.        |
| Principal Professional.....    | \$248/hr.        |
| Supervising Professional ..... | \$238/hr.        |
| Senior Professional .....      | \$200 to 228/hr. |
| Project Professional .....     | \$182/hr.        |
| Staff Professional .....       | \$165/hr.        |

#### Technical

|                             |           |
|-----------------------------|-----------|
| ACAD DMS/GIS .....          | \$150/hr. |
| Engineering Assistant ..... | \$135/hr. |
| Scientist .....             | \$135/hr. |
| Technician .....            | \$135/hr. |

#### Project Admin Support

|                                          |           |
|------------------------------------------|-----------|
| Word Processing, Clerical .....          | \$105/hr. |
| Digital Communications Specialist.....   | \$115/hr. |
| Project Admin/Accounting Assistant ..... | \$115/hr. |

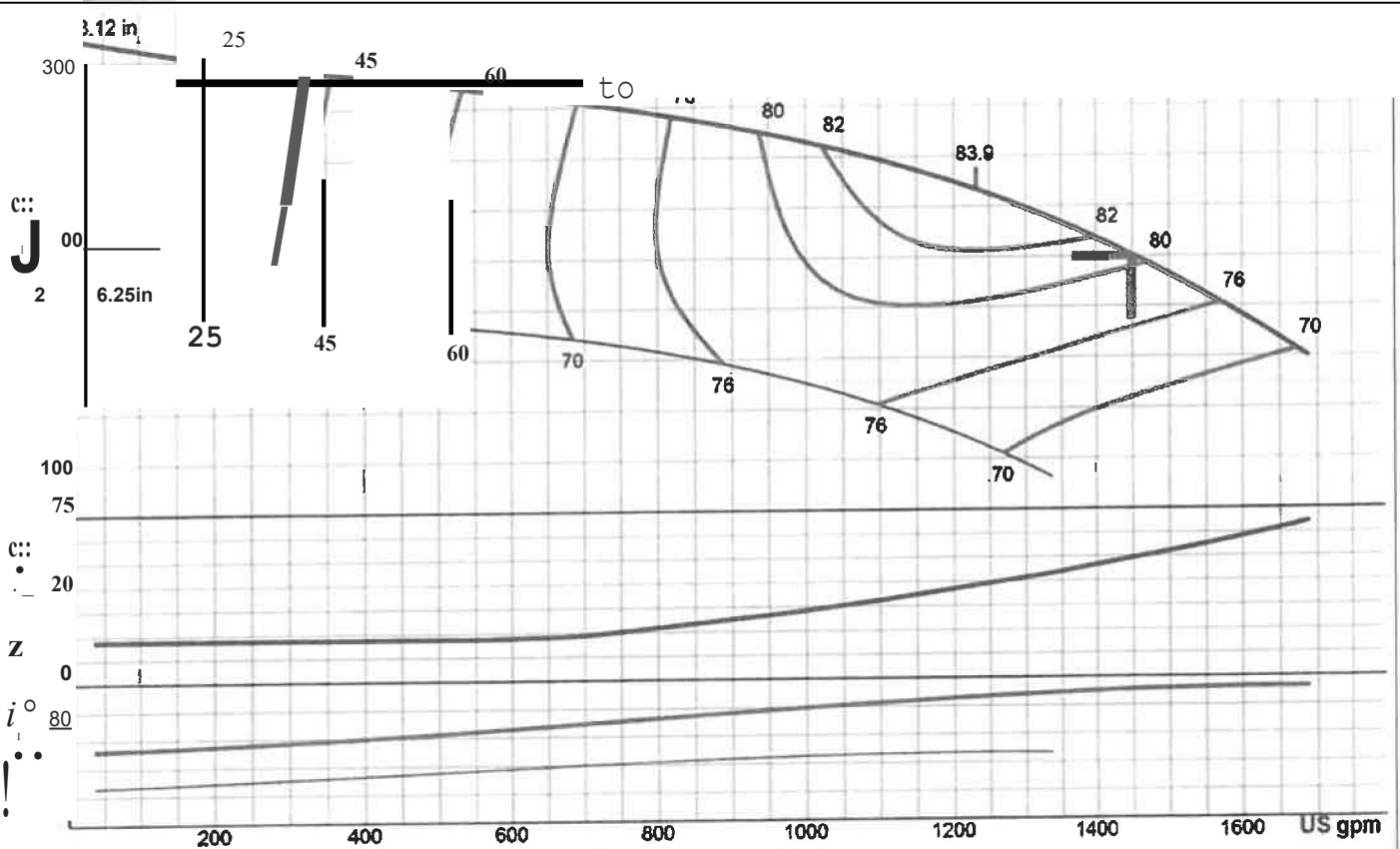
|                                                    |                                 |
|----------------------------------------------------|---------------------------------|
| Vehicle Use                                        | \$0.67/mi(or curr. IRS rate)    |
| Subsistence                                        | Cost Plus 15%                   |
| Groundwater Sampling Equipment (Includes Operator) | \$200.00/hr                     |
| Copies                                             | \$0.20 ea.                      |
| Professional or Technical Testimony                | 200% of Regular Rates           |
| Technical Overtime (if required)                   | 150% of Regular Rates           |
| Outside Services/Rentals                           | Cost Plus 15%                   |
| Services by Associate Firms                        | Cost Plus 15%                   |
| Prevailing Wage Rate                               | \$200/hr until June 30, 2024    |
| Prevailing Wage Rate                               | \$205/hr effective July 1, 2024 |

\* Engineer, Geologist, Hydrogeologist, and Hydrologist

Client  
LSCE No.  
Est. By  
Date

City of Pittsburgh  
24-122  
JMC  
10/3/2024

|                                                                   |                           | Senior Principal | Supervising Professional | Staff Professional | AutoCAD/GIS | Clerical | Road Runner Drilling | Summary   |
|-------------------------------------------------------------------|---------------------------|------------------|--------------------------|--------------------|-------------|----------|----------------------|-----------|
| Task                                                              | Description               | \$260            | \$238                    | \$165              | \$150       | \$105    | Incurred*            |           |
| Task 1 - Preparation of Annual Groundwater Monitoring Report 2024 | Task Hours                | 6                | 0                        | 54                 | 8           | 4        |                      | 72        |
|                                                                   | Task Cost                 | \$1,560          | \$0                      | \$8,910            | \$1,200     | \$420    |                      | \$12,090  |
|                                                                   | Direct Expenses           |                  |                          |                    |             |          |                      | \$0       |
|                                                                   | Sub Consultant            |                  |                          |                    |             |          |                      | \$0       |
|                                                                   | SubTotal                  | \$1,560          | \$0                      | \$8,910            | \$1,200     | \$420    |                      | \$12,090  |
| Task 2 - Bodega Station - Well and Well Pump Rehabilitation       | Task Hours                | 0                | 20                       | 60                 | 0           | 0        |                      | 80        |
|                                                                   | Task Cost                 | \$0              | \$4,760                  | \$9,900            | \$0         | \$0      |                      | \$14,660  |
|                                                                   | Direct Expenses           |                  |                          |                    |             |          |                      | \$0       |
|                                                                   | Sub Consultant            |                  |                          |                    |             |          | \$149,744            | \$149,744 |
|                                                                   | SubTotal                  | \$0              | \$4,760                  | \$9,900            | \$0         | \$0      |                      | \$164,404 |
| Task 3 - Dover Station - Well Pump Rehabilitation                 | Task Hours                | 0                | 12                       | 30                 | 0           | 0        |                      | 42        |
|                                                                   | Task Cost                 | \$0              | \$2,856                  | \$4,950            | \$0         | \$0      |                      | \$7,806   |
|                                                                   | Direct Expenses           |                  |                          |                    |             |          |                      | \$0       |
|                                                                   | Sub Consultant            |                  |                          |                    |             |          | \$108,434            | \$108,434 |
|                                                                   | SubTotal                  | \$0              | \$2,856                  | \$4,950            | \$0         | \$0      |                      | \$116,240 |
| Task 4 - Spare Well Pump Equipment                                | Task Hours                | 0                | 0                        | 0                  | 0           | 0        |                      | 0         |
|                                                                   | Task Cost                 | \$0              | \$0                      | \$0                | \$0         | \$0      |                      | \$0       |
|                                                                   | Direct Expenses           |                  |                          |                    |             |          |                      | \$0       |
|                                                                   | Outside Services          |                  |                          |                    |             |          | \$66,938             | \$66,938  |
|                                                                   | SubTotal                  | \$0              | \$0                      | \$0                | \$0         | \$0      |                      | \$66,938  |
| Task 5 - On-Call Services (as-needed)                             | Task Hours                | 0                | 0                        | 0                  | 0           | 0        |                      | 0         |
|                                                                   | Task Cost                 | \$0              | \$0                      | \$0                | \$0         | \$0      |                      | \$0       |
|                                                                   | Direct Expenses           |                  |                          |                    |             |          |                      | \$0       |
|                                                                   | Outside Services          |                  |                          |                    |             |          |                      | \$0       |
|                                                                   | SubTotal                  | \$0              | \$0                      | \$0                | \$0         | \$0      |                      | \$10,000  |
| SUMMARY                                                           | Total LSCE Hours          | 6                | 32                       | 144                | 8           | 4        |                      | 194       |
|                                                                   | Total LSCE Cost           | \$1,560          | \$7,616                  | \$23,760           | \$1,200     | \$420    |                      | \$44,556  |
|                                                                   | Total Sub-consultant Cost |                  |                          |                    |             |          | \$325,115            | \$325,115 |
|                                                                   | Direct Expenses           |                  |                          |                    |             |          |                      | \$0       |
|                                                                   | Total Reproduction Cost   |                  |                          |                    |             |          |                      |           |
| Total CostEstimate                                                |                           |                  |                          |                    |             |          |                      | \$369,671 |



Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 1B  
Design values are guaranteed within the following tolerances: Flow  $\pm$  5%, Head  $\pm$  3%, and optionally either Power  $\pm$  4% or Efficiency  $\pm$  3% at manufacturer's discretion

|                                        |                |                                         |                 |                                 |                         |
|----------------------------------------|----------------|-----------------------------------------|-----------------|---------------------------------|-------------------------|
| <b>Specified Flow</b>                  | 1450.00 USgpm  | <b>Shut Off TOH (Bowl)</b>              | 312.0 ft        | <b>Drum SID Clbrta</b>          | <b>Not Power Acroel</b> |
| Specified TOH                          | 200.001 ft     | <b>Shut Off TOH (Disch Flange)</b>      | 212.0 ft        | Allow Service Factor            | <b>o. Ign Cun, e</b>    |
| <b>Rated SPH</b>                       | 1730 RPM       | Shut Off Pressure f Bowl                | 135.1 psi       |                                 | No                      |
| Atmospheric Pressure                   | 14.70 psi      | <b>Shut Off Pressure (Disch Flange)</b> | 91.0 psi        | <b>kWh per 1000 gal</b>         | 0.00000                 |
| Pumping Level                          | 100.00 ft      | Run Out Flow                            | 1689.0 USgpm    | NPSHr at Design                 | 24.7 ft                 |
| NPSHa at Grade                         | 34.0 ft        | Run Out TOH (Bowl)                      | 150.0 ft        | WSH Inlet Design                | 48.7 ft                 |
| NPSH at 1st Impeller                   | 73.4 ft        | Run Out TDH (Disch Flange)              | 43.0 ft         | Actual Submergence              | 4B9.28 in               |
| Aud                                    | water          | <b>Run Out, (Bowl)</b>                  | <b>&amp; Up</b> | <b>Thrust K-factor</b>          | <b>9.51 bpft</b>        |
| Fluid Temperature                      | 88.0 °F        | Run Out Pressure f Disch Flange)        | 18.8 psi        | Thrust at Design                | 2208.2 lb               |
| Specific Gravity                       | 1.0000         | <b>Bowl Efficiency at 0.1 gpm</b>       | 80.90%          | <b>Thrust at Shut Off</b>       | <b>SS74.111b</b>        |
| Viscosity                              | 1.0017 cP      | Best Efficiency                         | 83.90%          | Thrust at Run Out               | 1B79.7 lb               |
| Vapor Pressure                         | 0.3393 psi     | <b>BEP Flow</b>                         | 1232.0 USgpm    | <b>Bowl Material</b>            | c..t Iron with Glas     |
| Density                                | 82.1111 lb/ft³ | Design Flow % BEP                       | 117.611 %       |                                 | <b>Enamel</b>           |
| Design Flow                            | 1450.0 USgpm   | Pump Efficiency                         | 79.87 %         | Bowl Material Derate Factor     | 1.00                    |
| Min Flow (MCSF)                        | 308.0 USgpm    | Friction Loss at Design                 | 1.74 ft         |                                 | 3111SS                  |
| Design TOH (Bowl)                      | 200.0 ft       | Power at Design                         | 90.9 Hp         | Impeller Material Derate Factor | 1.00                    |
| <b>Design TOH (Disch Flange)</b>       | 98.3 ft        | NOI Power                               | 92.6 Hp         | Total Flow Derate Factor        | 1.00                    |
| Design Pressure f Bowl)                | 88.6 psi       | Max Power (NOL) Flow                    | 11189.0 USgpm   | Total Head Derate Factor        | 1.00                    |
| <b>Design Pressure f Disch Flange)</b> |                | Recommended Power                       | 100.00 Hp       | <b>Total Efficiency: 0.81</b>   | 1.00                    |

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

|               |                        |
|---------------|------------------------|
| Certified By  |                        |
| Project       | Bodega Pump and Column |
| Tag           |                        |
| PO Number     |                        |
| Serial Number |                        |

Roadrunner Drilling &amp; Pump Co., INC

80 Bee Jay Way  
Woodland, CA 95776

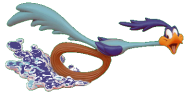
# Proposal

|           |            |
|-----------|------------|
| Date      | Proposal # |
| 8/22/2024 | 24-081     |

| Name / Address                                                                        |
|---------------------------------------------------------------------------------------|
| City of Pittsburg<br>Attn: Accounts Payable<br>65 Civic Avenue<br>Pittsburg, CA 94565 |

|        |     |         |
|--------|-----|---------|
| Terms  | Rep | Project |
| Net 30 | CCB |         |

[illegible]



Roadrunner Drilling & Pump Co., INC

80 Bee Jay Way  
Woodland, CA 95776

# Proposal

|                                                                                       |
|---------------------------------------------------------------------------------------|
| Name / Address                                                                        |
| City of Pittsburg<br>Attn: Accounts Payable<br>65 Civic Avenue<br>Pittsburg, CA 94565 |

|           |            |
|-----------|------------|
| Date      | Proposal # |
| 8/22/2024 | 24-081     |

|        |     |         |
|--------|-----|---------|
| Terms  | Rep | Project |
| Net 30 | CCB |         |

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Qty          | Rate | Total       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|-------------|
| <p>General Conditions:</p> <p>a) If quantities change, unit prices will apply</p> <p>b) Due to market volatility surrounding tariffs, all pricing is subject to change without notice and will only be confirmed at time of order entry</p> <p>c) Bonds or Special Insurance Requirements are not included with this estimate</p> <p>Terms:</p> <p>a) Net 15 - Invoices are due in full 15 days from invoice date;</p> <p>b) If any legal actions are commenced to recover damages for the breach of any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with that action, in addition to costs of suit</p> <p>Customer<br/>Signature: Date:<br/>Signature indicates acceptance of Terms, Conditions &amp; Costs</p> |              |      |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |              |      |             |
| Phone: 530-406-8559<br>Fax: 530-666-7854                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Total</b> |      | \$95,905.00 |

**City of Pittsburgh  
Bodega Well - Rehabilitation Program  
Bid Form**

| Item                        | Description                                 | Unit of Measure | Estimated Quantity | Unit Price | Total Price |
|-----------------------------|---------------------------------------------|-----------------|--------------------|------------|-------------|
| 1                           | Mobilization                                | Lump Sum        | 1                  | 11,500.00  | 11,500.00   |
| 2                           | Video Survey                                | Lump Sum        | 2                  | 1,100.00   | 2,200.00    |
| 3                           | Chemical Mixing Tank (1,000 gal.)           | Lump Sum        | 1                  | 500.00     | 500.00      |
| 4                           | Rig and Crew – Chemical Placement Swab/Bail | Hours           | 32                 | 250.00     | 8,000.00    |
| 5                           | Swab/Airlift Development                    | Hours           | 30                 | 325.00     | 9,750.00    |
| 6                           | Materials:                                  |                 |                    |            |             |
|                             | Sodium Hypochlorite 12-1/2%                 | Gallons         | 10                 | 15.00      | 150.00      |
|                             | Hydrochloric Acid                           | Gallons         | 636                | 12.00      | 7,632.00    |
|                             | Well Renew                                  | Gallons         | 80                 | 77.00      | 6,160.00    |
|                             | Ammonium Bi-fluoride (ABF)                  | Pounds          | 36                 | 6.00       | 216.00      |
|                             | Soda Ash                                    | Pounds          | 150                | 4.00       | 600.00      |
| <b>Total Estimated Cost</b> |                                             |                 |                    |            | \$46,708.00 |

Contractor: Roadrunner Drilling & Pump Company, Inc

(or) Contractor Agent: \_\_\_\_\_

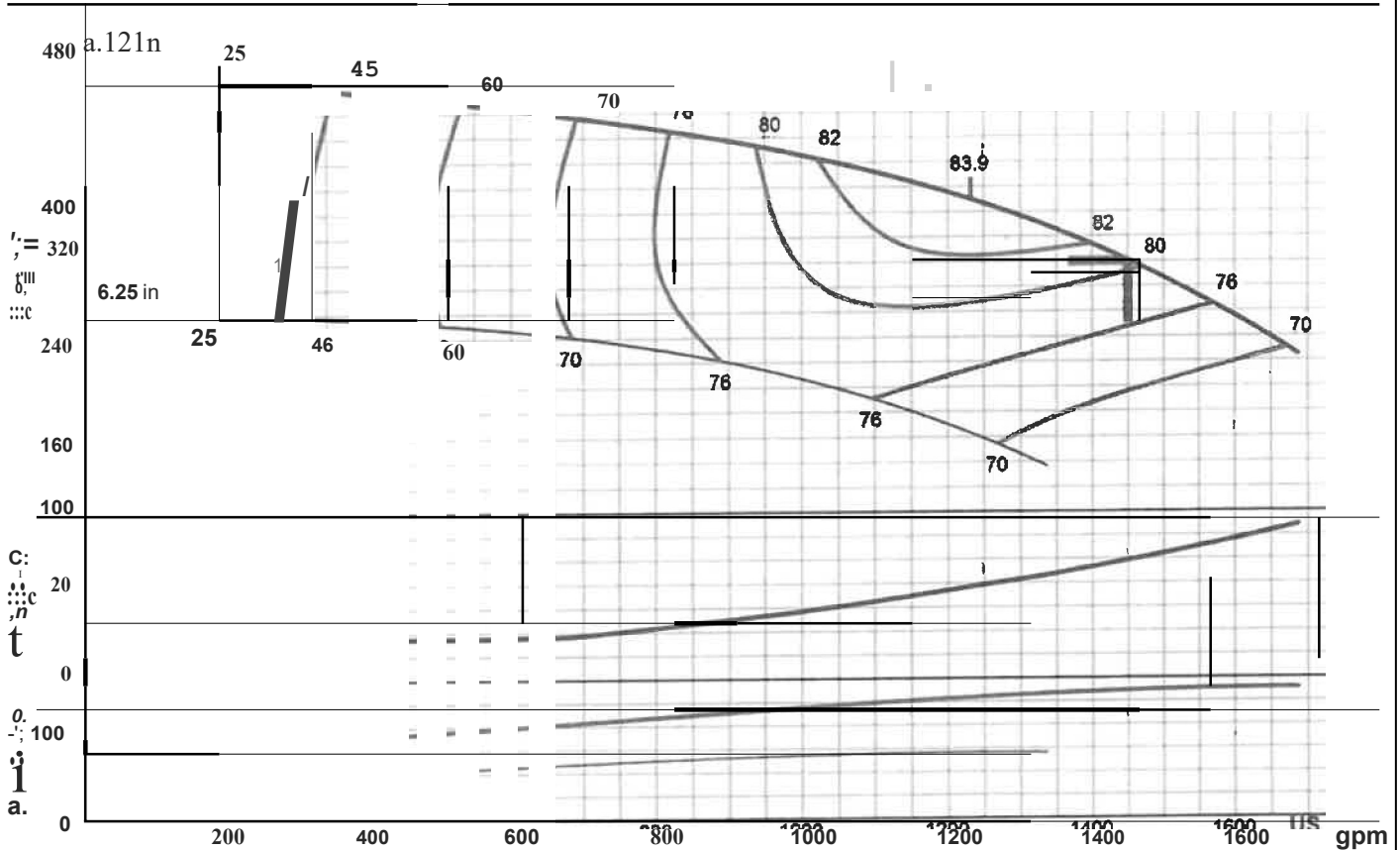
Signature: \_\_\_\_\_

Date: 8.23.24

Contractor's License No. 803909

Telephone: 530-406-8559



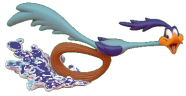


Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 18. Design values are guaranteed within the following tolerances: Flow  $\pm$  5%, Head  $\pm$  3%, and optionally either Power 4% or Efficiency  $\pm$  3% at manufacturer's discretion.

|                                 |               |                                |              |                                   |                      |
|---------------------------------|---------------|--------------------------------|--------------|-----------------------------------|----------------------|
| Flow                            | 1450.00 USgpm | Shut Off TDH (Bowl)            | 467.0ft      | Dmw Slza Crttarla                 | NOL Pa.r Acro81      |
| SpecifMd TDH                    | 300.00 ft     | Shut Off TDH (Ditch Flange)    | 367.0ft      | Allow service Factor              | DellgnCIne           |
| RmdSpNd                         | 1730RPM       | Shut Off PrHaure (Bowl)        | 202.2 psi    |                                   | No                   |
| Atmo1pheric Pressure            | 14.70 psi     | Shut Off, W (Ditch Flange)     | 1SUpsi       | kWtlper1DGOg1l                    | 0.00000              |
| Pumping LIYII                   | 100.00 ft     | Run Out Flow                   | 1689.0 USgpm | NPSHr at Design                   | 24.7ft               |
| NPSHa at Grade                  | 34.0 ft       | Run Out TOH (Bowl)             | 224.0ft      | <b>NPIH Margin atDNitlll</b>      | 50.3 ft              |
| <b>IF8Ha at 11tImpelllr</b>     | 75.01'1       | Run Out TDH (Disch Flange)     | 121.7 ft     | Actual Submergence                | 508.48 in            |
| Fluid                           | Water         | <b>Rlln OutPrNluft (Bowl)</b>  | 97.0pal      | <b>nvwtk.factor</b>               | <b>Ulbpll</b>        |
| Fluid Ternperalln               | 68.0 °F       | RunOutPre11ure (Disch Flange)  | 52.7 psi     | Thrust et DI1Ign                  | 3305.4 lb            |
| Specific Gravity                | 1.0000        | <b>Bowl!ffcllncy at Design</b> | 80.80%       | <b>Thruat at Shut Off</b>         | <b>50\$4.0lb</b>     |
| <b>Vlecollty</b>                | 1.0017 cP     | Best Efficiency                | 83.90%       | Thrust at Run Out                 | 2510.7 lb            |
| Vapor Pressure                  | 0.3393 psi    | <b>BEPFloir</b>                | 1232.0 USgpm | <b>Bowlilatltl111</b>             | Call lion With Glal9 |
| <b>DentllJ</b>                  | 821be/ft"     | Design Flow % BEP              | 117.69 %     | <b>Bowl.w.tertal DerateFaetor</b> | <b>EnlmeI</b>        |
| Design Flow                     | 1450.0 USgpm  | <b>Pump Effcllncy</b>          | 70.01 %      | <b>Impelllrlll19r1al</b>          | 318SS                |
| <b>llllnFlow(IICSF)</b>         | 308.0USgpm    | Friction Losa at Design        | 1.74 ft      | Impetlr Mall DlrlltFactor         | 1.00                 |
| Olslgn TOH (Bowl)               | 301.0 ft      | <b>P..lllDellgn</b>            | 138.0Hp      | Total <b>FlowDern FldGr</b>       | 1.00                 |
| <b>DN1antOH (Dle:h FlInlll)</b> | 199.3ft       | NOLPower                       | 139.0 Hp     | Total HeadDerate Factor           | 1.00                 |
| Dnlgm Pressure (Bowl)           | 130.3 psi     | MaxPower(NOL)F1ow              | 1089.0 USgpm | T*.IEffcllncy Derallle Factor     | 1.00                 |
| <b>DNlgn Pw..CDltc:h Flang)</b> |               | Recommendad Power              | 150.00 Hp    |                                   |                      |

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

|               |                       |
|---------------|-----------------------|
| Certified By  |                       |
| Project       | Dover Pump and Column |
| Tag           |                       |
| PO Number     |                       |
| Serial Number |                       |



Roadrunner Drilling & Pump Co., INC

80 Bee Jay Way  
Woodland, CA 95776

# Proposal

|                                                                                       |
|---------------------------------------------------------------------------------------|
| Name / Address                                                                        |
| City of Pittsburg<br>Attn: Accounts Payable<br>65 Civic Avenue<br>Pittsburg, CA 94565 |

| Date      | Proposal # |
|-----------|------------|
| 8/22/2024 | 24-082     |

| Terms  | Rep | Project |
|--------|-----|---------|
| Net 30 | CCB |         |

| Description                                                                                                                                | Qty | Rate         | Total     |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|-----------|
| Dover Well                                                                                                                                 |     |              |           |
| Motor Failure                                                                                                                              |     |              |           |
| 1. Mobilization                                                                                                                            | 1   | 750.00       | 750.00    |
| 2. Pull Pump                                                                                                                               | 1   | 2,500.00     | 2,500.00  |
| Pump/Motor                                                                                                                                 |     |              |           |
| 1. 150 HP 12" SME 4-Pole Sub Motor                                                                                                         | 1   | 44,000.00    | 44,000.00 |
| 2. 12RJ Submersible Turbine Goulds Wet End 6 Stages @ Full Diameter 1450 GPM @ 300' at 1730 RPM 12" NEMA X 10" NPT Discharge NSF Certified | 1   | 19,000.00    | 19,000.00 |
| 3. Flomatic 10" 80 DI VFD Check with Break off Plug                                                                                        | 1   | 4,600.00     | 4,600.00  |
| 4. 10" Black NSF Column Pipe (Per Foot)                                                                                                    | 100 | 140.00       | 14,000.00 |
| 5. 4/0 Flat Jacket NSF Wire (If Needed) [Per Foot]                                                                                         | 160 | 52.00        | 8,320.00  |
| 6. SME Heat Sink Thermal Monitor Four Channel                                                                                              | 1   | 1,600.00     | 1,600.00  |
| 7. Mobilization                                                                                                                            | 1   | 2,500.00     | 2,500.00  |
| 8. Install Pump                                                                                                                            | 1   | 2,500.00     | 2,500.00  |
| 9. Disinfection                                                                                                                            | 1   | 1,000.00     | 1,000.00  |
| 10. Dispose of unused pump equipment materials                                                                                             | 1   | 2,500.00     | 2,500.00  |
| Phone: 530-406-8559<br>Fax: 530-666-7854                                                                                                   |     | <b>Total</b> |           |

Roadrunner Drilling &amp; Pump Co., INC

80 Bee Jay Way  
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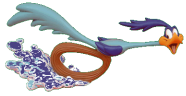
# Proposal

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| Date      | Proposal # |
| 8/22/2024 | 24-082     |

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| City of Pittsburg<br>Attn: Accounts Payable<br>65 Civic Avenue<br>Pittsburg, CA 94565 |

|        |     |         |
|--------|-----|---------|
| Terms  | Rep | Project |
| Net 30 | CCB |         |

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Qty | Rate | Total                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------------------------------|
| <p>General Conditions:</p> <p>a) If quantities change, unit prices will apply</p> <p>b) Due to market volatility surrounding tariffs, all pricing is subject to change without notice and will only be confirmed at time of order entry</p> <p>c) Bonds or Special Insurance Requirements are not included with this estimate</p> <p>Terms:</p> <p>a) Net 15 - Invoices are due in full 15 days from invoice date;</p> <p>b) If any legal actions are commenced to recover damages for the breach of any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with that action, in addition to costs of suit</p> <p>Customer<br/>Signature: Date:<br/>Signature indicates acceptance of Terms, Conditions &amp; Costs</p> |     |      |                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |      |                              |
| Phone: 530-406-8559<br>Fax: 530-666-7854                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |      | <b>Total</b><br>\$103,270.00 |



Roadrunner Drilling & Pump Co., INC

80 Bee Jay Way  
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# Proposal

|                                                                                       |
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| Date      | Proposal # |
|-----------|------------|
| 8/22/2024 | 24-083     |

| Terms  | Rep | Project |
|--------|-----|---------|
| Net 30 | CCB |         |

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Qty          | Rate      | Total       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|-------------|
| Spare Motor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |              |           |             |
| 1. Mobilization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1            | 750.00    | 750.00      |
| 2. 150 HP 12" SME 4-Pole Sub Motor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1            | 44,000.00 | 44,000.00   |
| 3. 12RJ Submersible Turbine Goulds Wet End 6 Stages @ Full Diameter 1450 GPM @ 300' at 1730 RPM 12" NEMA X 10" NPT Discharge NSF Certified                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1            | 19,000.00 | 19,000.00   |
| General Conditions:<br>a) If quantities change, unit prices will apply<br>b) Due to market volatility surrounding tariffs, all pricing is subject to change without notice and will only be confirmed at time of order entry<br>c) Bonds or Special Insurance Requirements are not included with this estimate<br><br>Terms:<br>a) Net 15 - Invoices are due in full 15 days from invoice date;<br>b) If any legal actions are commenced to recover damages for the breach of any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with that action, in addition to costs of suit<br><br>Customer<br>Signature: _____ Date: _____<br>Signature indicates acceptance of Terms, Conditions & Costs |              |           |             |
| Phone: 530-406-8559<br>Fax: 530-666-7854                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Total</b> |           | \$63,750.00 |

# **CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND LUHDORFF & SCALMANINI CONSULTING ENGINEERS**

THIS Agreement (“Agreement”) for consulting services is made by and between the City of Pittsburgh (“City”) and Luhdorff & Scalmanini Consulting Engineers, a California corporation (“Consultant”) (together referred to as the “Parties”) as of January 22, 2025 (the “Effective Date”).

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 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.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City’s request, reassign such persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant’s obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed three hundred sixty-nine thousand, six hundred seventy-one (\$369,671), 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 Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

**2.3 Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

**2.4 Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit 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.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

**2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis.

Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

**4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than

\$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

#### **4.4 All Policies Requirements.**

**4.4.1 Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

**4.4.2 Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

**4.4.4 Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

**4.4.7 Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

**5.1 General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City 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, 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 City.

Acceptance by City 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 City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and

will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the

subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

**8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

**8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.5.1** Immediately terminate the Agreement;

**8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.5.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**8.5.5** The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily

suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : Luhdorff & Scalmanini Consulting Engineers  
500 First Street  
Woodland, CA 95695  
(530) 661-0109

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 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.

**CITY OF PITTSBURG**

**CONSULTANT**

\_\_\_\_\_  
 Garrett Evans, City Manager

DocuSigned by:  
  
 \_\_\_\_\_  
 William Halligan, President

Approved as to Form:

\_\_\_\_\_  
 Donna Mooney, City Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Task 1: Preparation of Annual Groundwater Monitoring Report 2024**

Consultant will comprehensively evaluate and discuss calendar year 2024 groundwater data in the context of the historical data record and prepare the 2024 Annual Groundwater Monitoring Report. The report will be in the format of the previous (i.e., 2023) annual report. The draft report will be submitted to the City for review and comment by March 31, 2025 and assumes that the City will provide 2024 groundwater extraction by the end of January 2025. The draft will be finalized without delay upon receipt of the City's comments.

#### **Task 2: Bodega Station - Well and Well Pump Rehabilitation**

This task includes well rehabilitation, removal of the existing pump equipment, replacement of worn or damaged components, and necessary maintenance to optimize well and pump performance. Consultant will contract with Roadrunner to oversee the removal of the pump and motor, to oversee and perform the well rehabilitation, identify and verify key well pump equipment to be replaced/repared, oversee the reinstallation of the well pump equipment, and conduct hydraulic and efficiency performance testing of the reinstalled well pump equipment.

A detailed description of the work involved is provided below:

- **Removal of Pump Equipment:** The existing submersible well pump equipment will be removed to allow for inspection and replacement of components. The pump is set at 135 feet below ground surface. Roadrunner will be responsible for removing the pumping equipment from the well. Any materials that can be salvaged or reused will be taken back to Roadrunner's yard for security purposes until the well equipment is ready to be installed.
- **Well Survey and Rehabilitation Plan:** A detailed well rehabilitation plan will be developed to improve performance, including video surveys and chemical treatments as required.

This plan will be based on previous rehabilitation work conducted in 2018.

- **Well Rehabilitation:** The well casing and screens will be mechanically cleaned and chemically treated to remove biofouling and mineral deposits that have impacted well performance. LSCE will provide onsite inspection to monitor the well rehabilitation work and ensure proper discharge and monitoring of discharge fluids to the City's easement adjacent to the pump station building.
- **New Pump Components:** A new bowl assembly (12 RJHC Goulds, 4-stage, 8.12" trim, 1,450 GPM @ 200 ft TDH) and a new submersible motor (SME, water-filled, 100 HP, 460V, 3-phase) will be installed, including a thermal monitoring cable and heat exchanger. Up to five new column pipe sections (10" diameter, 0.365" wall, ASTM A53, NSF 61 certified) will be installed to replace any deteriorated sections.
- **Reinstallation and Testing:** After rehabilitation and equipment replacement, the well pump will be reinstalled, and LSCE will witness a pump performance test to confirm hydraulic and efficiency performance. Roadrunner will specifically be responsible for reinstallation, warranty, and testing of the well-pump equipment.

### **Task 3: Dover Station - Well Pump Rehabilitation**

This task will begin with baseline specific capacity well testing to determine the current specific capacity of the well and well pump performance and efficiency metrics, followed by the removal of the existing pump equipment. Worn or damaged components will be replaced as needed. Consultant will contract with a pump contractor to oversee the removal of the pump and motor, verify the condition of key well pump components, and identify which parts require repair or replacement. Consultant will also manage the reinstallation of the well pump equipment and conduct hydraulic and efficiency performance testing to confirm proper operation once reinstalled

A detailed description of the work assumed to be involved for the Dover site is provided below:

- **Baseline Well Specific Capacity and Pump Testing:** Consultant will perform initial well pump testing of the Dover well pump to ascertain the hydraulic performance and overall plant efficiency to compare to the factory/catalog pump performance and efficiency data. In addition, Consultant will plan on operating the pump at a constant flowrate for up to two hours to obtain a well specific capacity measurement which will determine if a well rehabilitation should be performed.
- **Removal of Pump Equipment:** The existing submersible well pump equipment will be removed to allow for inspection and replacement of components. The pump is set at 135 feet below ground surface. Roadrunner will be responsible for removing the pumping equipment from the well. Any materials that can be salvaged or reused will be taken back to Roadrunner's yard for security purposes until the well equipment is ready to be installed.
- **Well Survey:** A well survey will be conducted to inspect the condition of the well structure and to identify any damage or evidence of clogged screens or other issues with the well that may require a well rehabilitation plan to be developed and performed. Well rehabilitation is not anticipated to be needed and is therefore not included in this scope of work.
- **New Pump Components:** A new bowl assembly (12 RJHC Goulds, 6-stage, 8.12" trim, 1,450 GPM @ 300 ft TDH) and a new submersible motor (SME, water-filled, 150 HP, 460V, 3-phase) will be installed, including a thermal monitoring cable and heat exchanger. Up to five new column pipe sections (10" diameter, 0.365" wall, ASTM A53, NSF 61 certified) will be installed to replace any deteriorated sections.
- **Reinstallation and Testing:** After rehabilitation and equipment replacement, the well pump will be reinstalled, and Consultant will witness a pump performance test to confirm hydraulic and efficiency performance. Roadrunner will specifically be responsible for reinstallation, warranty, and testing of the well-pump equipment.

#### **Task 4: Spare Well Pump Equipment**

- **Spare Motor:** A new SME, water-filled, 150 HP, 460V, 3-phase submersible motor will be procured for future use at either the Bodega or Dover well site.
- **Spare Bowl Assembly:** A 12 RJHC Goulds, 6-stage, 8.12" trim bowl assembly, designed for 1,450 GPM @ 300 ft TDH, will also be procured for future use at the Dover site. The bowl may also be used at the Bodega site however 2 stages will need to be removed and the bowl shaft replaced at an additional future cost.

#### **Task 5: On-Call Services / Contingency (as needed)**

Consultant will provide the City with on-call services related to the Bodega and Dover production wells and other groundwater matters. Services may include additional time needed to review of video logs, pump efficiency testing, diagnose well problems, preparing supporting exhibits on groundwater conditions, participate in meetings with the City or Roadrunner, preparing scopes and budgets for well rehabilitations, etc. LSCE will only conduct work under this task as requested by the City.

**EXHIBIT B**

**COMPENSATION SCHEDULE**

| <b>Task</b>   | <b>Description</b>                                       | <b>Roadrunner<br/>Costs*</b> | <b>LSCE<br/>Costs</b> | <b>Total<br/>Budget</b> |
|---------------|----------------------------------------------------------|------------------------------|-----------------------|-------------------------|
| 1             | Preparation of Annual Groundwater Monitoring Report 2024 |                              | \$12,190              | \$12,190                |
| 2             | Bodega Station - Well and Well Pump Rehabilitation       | \$149,744                    | \$14,660              | \$164,404               |
| 3             | Dover Station - Well Pump Rehabilitation                 | \$108,434                    | \$7,806               | \$116,240               |
| 4             | Spare Well Pump Equipment                                | \$66,938                     | \$0                   | \$66,938                |
| 5             | On-Call Services / Contingency (as needed)               |                              | \$10,000              | \$10,000                |
| <b>TOTALS</b> |                                                          | <b>\$325,116</b>             | <b>\$44,656</b>       | <b>\$369,671</b>        |

### **CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**CONSULTANT**

By:  DocuSigned by:  
William Halligan  
E00293060054349B...

Title: William Halligan, President



**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 Consulting Services Agreement for Community Surveys with Strategy Research Institute, LLC

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

The City contracts community surveys periodically as a tool to gauge community priorities and satisfaction. Staff seeks surveying services from Strategy Research Institute, LLC (SRI) for two community surveys in 2025.

**FISCAL IMPACT**

The cost of this agreement is a sum not to exceed \$76,000 and will be paid from Pittsburg Power Company's operating budget (Fund 590).

**RECOMMENDATION**

Authorize the City Manager to execute the Consulting Services Agreement with SRI.

**BACKGROUND**

Community satisfaction surveys are one of many tools that the City uses to inform staff and learn about how to best serve Pittsburg residents. In addition to Neighborhood Improvement Team Town Hall Meetings, a variety of public recreation events, online listservs, the Engage Pittsburg app, and more, satisfaction surveys help staff and the City Council prioritize and develop public services and programs.

For several years, SRI has provided the City of Pittsburg with city-wide research and analysis services including questionnaire design, data collection, data analysis, and presentation of analysis. SRI is a supplier of "applied science" for purposes of policy decision-making in both the public and private sectors. This includes policy research and consulting for agencies in the public sector, and market research and consulting for firms and organizations in the private sector.

## **SUBCOMMITTEE FINDINGS**

The item was not presented to a subcommittee.

## **STAFF ANALYSIS**

The City last surveyed the community in 2024 and discovered a high level of trust from residents in both City staff and elected officials. In 2025, the two surveys will reach a minimum of 800 residents by phone and will be designed to gather community input on a variety of topics emphasizing City Council Priority Areas like public infrastructure, public safety, efficiency, youth development (quality of life), and economic development. They will also be used to inform residents of infrastructure funding shortfalls and will explore public interest in implementing improvements in short, mid, and long-term fashions. Data and analysis provided from the questionnaire process will be used to guide Fiscal Year 2025/2026 as well as Fiscal Year 2026/2027 City Council goals and citywide budgets.

In addition to Pittsburg, SRI has served a wide variety of public agencies, including but not limited to, the Cities of San Pablo, Oakland, San Jose, Milpitas, Hercules, Martinez, Pleasant Hill, Benicia, Brentwood, Berkeley, Danville, Pleasanton, Fremont, Half Moon Bay, Gilroy, Santa Rosa, Union City, a handful of counties in California and, the Bay Area Rapid Transit Authority. Proprietary tools for creating and analyzing the survey or questionnaire have proven accurate and useful for planning and developing public services and programs that fit each public agency.

ATTACHMENTS:      Resolution 25-  
                         Consulting Services Agreement for a Community Survey with  
                         Strategy Research Institute, LLC

Report Prepared By: Dhaynae Romero, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the City Manager to Execute )  
A Consulting Services Agreement )  
For Community Surveys with )  
Strategy Research Institute, LLC )

RESOLUTION NO. 25-

WHEREAS, the City contracts community surveys periodically to gauge community priorities and satisfaction; and

WHEREAS, in 2024, the City entered into an agreement with Strategy Research Institute, LLC (SRI) to conduct community satisfaction surveys in 2024; and

WHEREAS, in 2025, the two surveys will reach a minimum of 800 residents by phone and will be designed to gather community input on a variety of topics emphasizing City Council Priority Areas like public infrastructure, public safety, efficiency, youth development (quality of life), and economic development. Additionally, the surveys will be used to inform residents of infrastructure funding shortfalls and will explore public interest in implementing improvements in short, mid, and long-term fashions; and

WHEREAS, the data and analysis provided from the questionnaire process will be used to guide Fiscal Year 2025/26 as well as Fiscal Year 2026/27 City Council goals and citywide budgets, as well as development of public programs and services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the Consulting Services Agreement with SRI.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of January 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Jelani Killings, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

## CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND STRATEGY RESEARCH INSTITUTE

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and Strategy Research Institute, LLC ("SRI"), a California limited liability company ("Consultant") (together referred to as the "Parties") as of January 21 2025 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 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.
- 1.2 Mutual Option to Extend.** Consultant has the option to extend the Term of this Agreement for one one-year period upon thirty (30) days' notice to the City. The City has the sole right to approve or disapprove the extension of the Term.
- 1.3 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.
- 1.4 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.
- 1.5 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Seventy Six Thousand Dollars (\$76,000), 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 Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

- 2.3 Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.
- 2.4 Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit 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.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.
- 4.2 Commercial General and Automobile Liability Insurance.**
- 4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than

\$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.

- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

#### **4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

#### **4.4 All Policies Requirements.**

**4.4.1 Submittal Requirements.** Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

- 4.4.2 Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.
- 4.4.4 Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.
- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
- 4.4.7 Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

- 4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

- 5.1 General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City 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, 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 City.

Acceptance by City 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 City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
  - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.5.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
  - 8.5.5** The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be

vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : Strategy Research Institute  
PO Box 1724  
Lake Arrowhead, CA 92352  
Attn: Dr. G Gary Manross, Ph.D.

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 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.

|                  |                       |
|------------------|-----------------------|
| <u>Exhibit A</u> | Scope of Services     |
| <u>Exhibit B</u> | Compensation Schedule |

**10.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.12 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

**10.13 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

**CITY OF PITTSBURG**

**STRATEGY RESEARCH INSTITUTE**

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Garrett Evans, City Manager

Signed by:  
  
876922D6275C422...  
Dr. G Gary Manross, Ph. D., CEO

---

Approved as to Form:

---

Donna Mooney, City Attorney

**EXHIBIT A**

**SCOPE OF SERVICES**

The City seeks survey services in 2025 for two community surveys. Consultant shall perform the following tasks:

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p>Project Management</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Task 1 | <p>Project management including but not limited to one kickoff meeting to set project timeline, expectations, and discuss survey goals and periodic check-ins to discuss project progress and notable results as requested by Consultant and City.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|        | <p>Questionnaires Design</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Task 2 | <p>For two separate questionnaires, Consultant shall develop a draft and final questionnaire for gathering desired satisfaction and benchmarking information determined by the City. Questionnaire content shall include questions that gather information regarding quality of life, satisfaction, chief concerns, trust, etc. from the community’s point of view. Additionally, relevant and timely inquiries shall span topics like local and regional topics like homelessness, affordable housing, public infrastructure, and others. Consultant shall employ question formats and response scales needed to address the research questions.</p> <p>The questionnaires shall aim for a phone interview length of 17 minutes through collaborative design between Consultant and the City.</p> |
|        | <p>Data Collection for Two Surveys</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Task 3 | <p>Consultant shall collect data using CATI (Computer Assisted Telephone Interviewing) for both surveys. Consultant shall conduct telephone interviews until 400 respondents have completed each survey in its entirety.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|        | <p>Data Analysis</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Task 4 | <p>Consultant shall examine questionnaire findings, draw conclusions, and develop recommendations for each survey. Findings, conclusions and recommendations for the second survey shall incorporate context from the first survey analysis.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

If requested by the City, Consultant shall perform additional in-depth statistical analysis for one or both surveys.

**Task 5** | Presentation of Analysis

Consultant shall debrief City on the analysis and incorporate City input into the Final Reports – one per survey.

**Task 6** | Reports

Consultant shall produce one report after the first survey and one Final Report after the second. Both shall consist of a narrative and graphic interpretation of the findings including but not limited to:

- Key findings
- Interpretation of the findings
- Conclusions
- Recommendations

The Final Report shall include analysis of the second survey as well as analysis with context from both surveys.

Consultant shall provide City with reports electronically.

### Schedule of Deliverables

| Task                                        | Schedule                     |
|---------------------------------------------|------------------------------|
| Task 1: Project Management                  | Jan. 2025 – December 2025    |
| Task 2: Questionnaire 1 Design              | Jan. 2025 – May 2025         |
| Task 3: Data Collection (Survey 1)          | June 2025                    |
| Task 4: Data Analysis (Survey 1)            | July 2025                    |
| Task 5: Presentation of Analysis (Survey 1) | July 2025                    |
| Task 2: Questionnaire 2 Design              | August 2025 – September 2025 |
| Task 3: Data Collection (Survey 2)          | October 2025                 |
| Task 4: Data Analysis (Survey 2)            | November 2025                |
| Task 5: Presentation of Analysis (Survey 2) | November 2025                |
| Task 6: Final Report                        | December 2025                |

## EXHIBIT B

### COMPENSATION SCHEDULE

| <b>Task / Description</b> | <b>Costs</b>    |
|---------------------------|-----------------|
| Survey #1                 | \$28,000        |
| Report for Survey #1      | \$10,000        |
| Survey #2                 | \$28,000        |
| Final Report              | \$10,000        |
| <b>Total</b>              | <b>\$76,000</b> |

## 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.

STRATEGY RESEARCH INSTITUTE

Signed by:  
By: Dr. G. Gary Manross, Ph.D.  
876922D6275C422  
Title: x

2784980.1



**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 a Tidelands Lease between Isle Capital Corporation and the City of Pittsburg

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

Waterfront tenant, Isle Capital Corporation, requests to terminate its present Industrial Use General Lease (State Lease) originally entered into with the California State Lands Commission and execute a new Tidelands Lease with the City for the purposes of aligning the term with its sublease with Koch Carbon.

**FISCAL IMPACT**

The proposed Tidelands Lease annual payment continues at the same rate as the State Lease. Annual revenues to the City's Waterfront Fund (Fund 540) under the proposed Tidelands Lease would start at \$148,775.11 and increase annually by the lesser of 5% or the increase in Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California metropolitan area as published by the Bureau of Labor Statistics for the United States Department of Labor.

In addition, a \$25,000 annual Community Benefit Fee will be collected to contribute to the City's climate resiliency and community waterfront access efforts.

**RECOMMENDATION**

The City Council adopt the attached Resolution authorizing the City Manager to execute the Tidelands Lease between Isle Corporation and the City of Pittsburg.

## **BACKGROUND**

Isle Capital Corporation and the State of California State Lands Commission (SLC) entered into a 30-year Industrial Use General Lease No. PRC 7872.1 on December 2, 1996 for a marine bulk terminal at parcel 073-020-022. The State of California Legislature granted sovereign tidelands and submerged lands located within the City limits to the City of Pittsburg under Senate Bill 551, Chapter 422, Statutes of 2011. As a result, the City assumed all of SLC's responsibilities as lessor under the State Lease.

For nearly three decades, Isle Capital Corporation's industrial wharf has been utilized by sublessee, Koch Carbon, for transport of dry bulk materials. Koch Carbon's sublease is pending expiration and will be renewed for a five-year term with five options of five-year extensions, totaling up to 30 years. The State Lease expires in 2026 and Isle Capital Corporation has requested a 30-year lease in alignment with the maximum possible term of its sublease with Koch Carbon.

## **SUBCOMMITTEE FINDINGS**

This item was not discussed at a subcommittee meeting.

## **STAFF ANALYSIS**

Senate Bill 551 states, "The trust lands shall be held by the trustee in trust for the benefit of all the people of the state for purposes consistent with the public trust doctrine...The trustee may lease the trust lands, or any part of the trust lands, for limited periods, not exceeding 49 years, for purposes consistent with the trust upon which those lands are held." State law requires all leases of trust lands must be at fair market value rates.

With the rise in the cost of living, the closure of NRG and US Steel, and the downsizing of Corteva/Dow, the Pittsburg Marina and Waterfront Funds are experiencing increased costs and revenue shortfalls. Pittsburg Marina occupancy is approximately 62% currently, when historically, it has been closer to 70-80% on average. While new commercial waterfront lease revenues have been established in the past five years, industrial leases generating Waterfront Fund revenues have shrunk from eight to three since 2013. Aging marina and waterfront infrastructure costs are in the tens of millions of dollars to repair/replace, and these revenue sources constitute a primary source of maintenance funding.

The proposed lease also introduces an annual \$25,000 Community Benefit Fee which will contribute to the City's climate resiliency and community waterfront access efforts as outlined in the newly updated General Plan and Sustainability Plan. Other current and previous waterfront tenants in Pittsburg like Tesoro, Corteva (formerly Dow Chemical), and US Steel (formerly US POSCO) make regular contributions to the community supporting public access to parks, events, and other causes. As the City partners with Contra Costa County and the Ocean Protection Commission on sea level rise planning, these annual funds will support climate resiliency education in the community and the implementation of projects along the Pittsburg waterfront.

Isle Capital Corporation has been an industrial asset and an exemplary operation on the Pittsburgh Waterfront for over 20 years. Its State Lease is set to expire in 2026 and generates nearly \$150,000 annual revenues that the City invests back into the waterfront for uses like the annual Fishing Derby and July 4th events, upgrades to Central Harbor Park and the public boat launch ramps, marina infrastructure, and more. Execution of a new Tidelands Lease would extend the lease term to 2054, and update lease provisions. Staff recommends approval of a new Industrial Tidelands Lease between Isle Capital and the City of Pittsburgh.

Per Senate Bill 551, this new Tidelands Lease, a lease for industrial use of the trust lands, is also subject to approval by the SLC.

ATTACHMENTS:      Resolution 25-  
                                 Tidelands Lease

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 Execution of a Tidelands Lease )  
Between Isle Capital Corporation and the )  
City of Pittsburg )

RESOLUTION NO. 25-

WHEREAS, Isle Capital Corporation and the State of California State Lands Commission (SLC) entered into an Industrial Use General Lease No. PRC 7872.1 on December 2, 1996 for a marine bulk terminal at parcel 073-020-022 (State Lease); and

WHEREAS, the State of California Legislature granted sovereign tidelands and submerged lands located within the City's limits to the City of Pittsburg under Senate Bill 551, Chapter 422, Statutes of 2011. As a result, the City assumed all of the SLC's responsibilities as lessor under the State Lease; and

WHEREAS, for nearly three decades, Isle Capital Corporation's industrial wharf has been utilized by sublessee Koch Carbon for transport of dry bulk materials. Koch Carbon's sublease is pending expiration and will be renewed for a five-year term with five options of five-year extensions, totaling up to 30 years; and

WHEREAS, the State Lease expires in 2026 and Isle Capital Corporation has requested a 30-year lease in alignment with the maximum possible term of its sublease with Koch Carbon; and

WHEREAS, State law requires all leases of sovereign tidelands must be at fair market value; and

WHEREAS, by statute, sovereign tidelands revenues must be invested back into the tidelands area and are used in Pittsburg to fund waterfront events, education, Delta access, waterfront economic development, and public infrastructure; and

WHEREAS, per Senate Bill 551, this new Tidelands Lease, a lease for industrial use of the trust lands, is also subject to approval by the SLC.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Tidelands Lease between Isle Capital Corporation and the City of Pittsburg.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21<sup>st</sup> day of January 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Jelani Killings, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

**TIDELANDS LEASE AGREEMENT**  
by and between the

**THE CITY OF PITTSBURG**

and

**ISLE CAPITAL CORPORATION**

This LEASE AGREEMENT ("**Lease**" or "**Agreement**" or "**Tidelands Lease**"), dated as of January 21, 2025 (the "**Effective Date**" or "**Commencement Date**"), is entered into by and between the City of Pittsburg, a municipal corporation ("**City**") and Isle Capital Corporation, a California corporation, acting as trustee, For Benefit of the LA/VC Trust, d.b.a. Pittsburg Marine Terminal ("**Tenant**"). City and Tenant are hereafter each referred to as a "**Party**" and collectively referred to as the "**Parties**."

## RECITALS

A. California Senate Bill 551 (SB 551) of 2011 enacted a grant of sovereign tidelands and submerged lands ("**Tidelands**") within City boundaries to the City of Pittsburg. Through SB 551 the City is the trustee for APN 037-020-022, approximately 6.8 acres of Tidelands situated in New York Slough, located in the City of Pittsburg, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Within the Property are four separate marine structures used for transport of dry bulk material (collectively, the "**Industrial Wharf**").

C. Tenant desires to lease the Property to continue operating and maintaining the Industrial Wharf in connection with the Dry Bulk Marine Transfer and Storage Terminal located adjacent to the Property (the "**Business**").

D. The Property is subject to that certain tidelands Trust Lands Use Plan adopted by the City on January 20, 2009 and amended from time to time, in accordance with Public Resources Code Sections 6361 through 6369.3, as may be amended from time to time, (the "**TLUP**").

E. Tenant and the California State Lands Commission (the "**Commission**") previously entered into an Industrial Use General Lease No. PRC 7872, dated December 2, 1996 for a parcel having an APN of 073-020-022, for lease of the Property (the "**Prior Lease**").

G. Tenant entered into a sublease with Koch Carbon. Tenant desires to terminate the Prior Lease before its expiration date of December 2, 2026 and enter into a new Industrial Tidelands Lease with the City of Pittsburg for continued operation of the Business.

H. The Prior Lease allows for early termination; however, for continued utilization of the Industrial Wharf, SB 551 requires a new Industrial Tidelands Lease ("**Tidelands Lease**") and approval by the Commission. Accordingly, this Tidelands Lease shall not become effective until approval by the City of Pittsburg City Council, approval by the Commission, and the full execution of the Tidelands Lease. The Prior Lease shall terminate on the date that this Tidelands Lease becomes effective. In accordance with the terms of the Prior Lease, Tenant has previously paid rent to the City the amount of \$148,775.11 (the "**Prior Payment**") for the period December 2, 2024,

through December 1, 2025. The Parties wish to transition to a July – June annual payment term to align with fiscal year accounting; and

I. The City has determined that this Tidelands Lease is consistent with the TLUP and is in conformity with the public trust uses permitted by the SB 551, and is willing to mutually release Tenant from the Prior Lease, subject to, and concurrent with, Commission approval of and execution of this new Tidelands Lease for Property to the Tenant on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Tenant hereby agree as of the Effective Date as follows.

## **ARTICLE I DEFINITIONS; DEMISE OF PROPERTY**

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

- a) **"Additional Rent"** is defined in Section 2.3.
- b) **"Agreement"** is defined in the first paragraph above.
- c) **"Anniversary Date"** is defined in Section 2.2.1.
- d) **"Applicable Laws"** is defined in Section 4.4.
- e) **"Business"** is defined in Recital C.
- f) **"City"** is defined in the first paragraph above.
- g) **"Claims"** is defined in Section 3.2
- h) **"Commencement Date"** is defined in the first paragraph above.
- i) **"Commission"** is defined in Recital E.
- j) **"Default Rate"** is defined in Article X.
- k) **"Dry Bulk Marine Transfer and Storage Terminal"** means the Pittsburg Marine Terminal located in the City of Pittsburg, County of Contra Costa at the location described on Exhibit A.
- l) **"Dry Bulk Material"** means cement, cementitious materials, aggregate (sand and gravel), gypsum/bauxite, scrap metal, limestone, lumber, grains, petroleum coke,

and any other non-hazardous materials as classified by the United State Environmental Protection Agency or its successor.

- m) “**Effective Date**” is defined in the first paragraph above.
- n) “**Entitlements**” is defined in 4.1(b).
- o) “**Events of Default**” is defined in Section 13.
- p) “**Force Majeure**” is defined in Section 14.1.
- q) “**Hazardous Materials**” is defined in Section 7.4.1.
- r) “**Hazardous Materials Claims**” is defined in Section 7.2(c).
- s) “**Hazardous Materials Laws**” is defined in Section 7.4.2.
- t) “**Impositions**” is defined in Section 3.1.
- u) “**Improvements**” is defined as any change, alteration or addition to the Property made during the Term of this Agreement or during the term of the Prior Lease including the Industrial Wharf.
- v) “**Indemnitees**” is defined in Section 3.2.
- w) “**Lease**” is defined in the first paragraph above.
- x) “**Lease Termination**” is defined in Section 2.1.
- y) “**Liens**” is defined in Section 5.1.
- z) “**Notice of Default**” is defined in Section 13.2.1
- aa) “**Party**” or “**Parties**” is defined in the first paragraph on page 1 above.
- bb) “**Prior Lease**” is defined in Recital E.
- cc) “**Prior Payment**” is defined in Recital H
- dd) “**Property**” is defined in Recital A.
- ee) “**Remedial Work**” is defined in Section 7.2(e).
- ff) “**Rent**” is defined in Section 2.2.1.
- gg) “**Security Deposit**” is defined in Section 2.6.

hh) "**Tenant**" is defined in the first paragraph above

ii) "**Term**" is defined in Section 2.1.

jj) "**Transfer**" is defined in Section 12.1.

kk) "**TLUP**" is defined in Recital D.

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

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

## **ARTICLE II**

### **TERM OF LEASE; RENT; SECURITY DEPOSIT; COMMUNITY BENEFIT**

2.1 Term. The term of this Agreement (the "**Term**") shall commence on the Commencement Date, and unless terminated earlier pursuant to the provisions hereof, expire twenty-nine (29) years and one hundred sixty (160) days later on June 30, 2054. The expiration of the Term or the sooner termination of this Agreement is referred to herein as the "**Lease Termination**." The Parties agree to execute and record a Memorandum of this Lease and termination of the Prior Lease in the Official Records of Contra Costa County in accordance with Section 14.5.5 of this Agreement.

#### 2.2 Rent.

2.2.1 Tenant made Prior Payment for \$148,775.11 for the December 2, 2024 – December 1, 2025 period. A total of \$128,394.96 of the Prior Payment (portion that covers January 21, 2025 – December 1, 2025) shall be deducted as a credit to Tenant's payments through the end of said period.

Unless this Agreement is sooner terminated an annual payment as escalated in Section 2.2.2 below shall become due on July 1<sup>st</sup>, (the "**Anniversary Date**") in the year 2025, and on each Anniversary Date thereafter through June 30, 2054 (hereinafter the "**Rent**").

The following table assumes a 3% Escalation Percentage beginning July 1, 2025 and shall serve as an example of Rent calculation as the lease is adjusted to the July – June fiscal year. When calculating Rent, the actual Escalation Percentage as defined in Section 2.2.2 shall be applied beginning on July 1, 2025 and each Anniversary Date through the end of the Term.

|              |               | Total Cost per Period | Applicable Prior Credit | Rent Due     |
|--------------|---------------|-----------------------|-------------------------|--------------|
| Jan 21, 2025 | June 30, 2025 | \$65,624.09           | \$65,624.09             | \$0          |
| July 1, 2025 | June 30, 2026 | \$153,238.36          | \$62,770.87             | \$90,467.49  |
| July 1, 2026 | June 30, 2027 | \$157,835.51          | \$0                     | \$157,835.51 |

Rent is payable to the City at the address shown in Section 14.5.2 or such other place as the City may designate in writing. In the event the Tenant fails to pay Rent by the close of business on the due date or the Tenant's check is returned by the financial institution on which it is drawn for insufficient funds, the Tenant shall pay the City (i) Two Hundred Fifty Dollars (\$250) as a late fee and (ii) the maximum rate of interest permitted by law, accrued daily on such late Rent due to the City, which must be paid together with the payment of the Rent.

2.2.2 On the Anniversary Date in the year 2025, Rent for the period July 1, 2025 – June 30, 2026 as defined in Section 2.2.1 shall increase by the percent increase (further defined below as the “**Escalation Percentage**”) in the Consumer Price Index (CPI) for All Urban Consumers for the San Francisco-Oakland-San Jose, California metropolitan area as published by the Bureau of Labor Statistics for the United States Department of Labor.

On each Anniversary Date thereafter, Rent shall increase by the **Escalation Percentage** in the Consumer Price Index (CPI) for All Urban Consumers for the San Francisco-Oakland-San Jose, California metropolitan area as published by the Bureau of Labor Statistics for the United States Department of Labor. In no case shall the rent increase exceed five percent (5%) in any one year. However, to the extent that the Escalation Percentage exceeds five percent (5%) in any one year, such excess shall be added to the next following adjustment period(s) that would otherwise be adjusted at less than five percent (5%), but in no case exceeding five percent (5%) in any one year.

Subject to the provisions and limitations as outlined above in this Section 2.2.2 above, beginning on the Anniversary Date in the year 2025, and on each Anniversary Date thereafter, using the April CPI for that year and the prior year, the following formulas shall be used to determine the Escalation Percentage and the escalated Rent for the upcoming year (July 1<sup>st</sup> through June 30<sup>th</sup>)

Escalation Percentage = (current April CPI – Prior April CPI) / Prior April CPI

escalated Rent for the upcoming year = (1 + Escalation Percentage) x current Rent

Example: Escalation Percentage: = (351.247-339.411)/339.411 = 0.03  
Rent: (1 + 0.03) x \$148,775.11 = \$153,238.36

2.3 Additional Rent. In addition to Rent, the Tenant shall pay and discharge when due all Impositions described in Article III, all insurance premiums, utility costs, all City

fees and all other liabilities and obligations that the Tenant assumes or agrees to pay or undertake pursuant to this Agreement (the “**Additional Rent**”).

2.4 Fair Market Rental Value Reappraisals. The Rent set forth above shall be reset on the tenth and twentieth anniversary dates of this Agreement (the “**Reappraisal Dates**”) as follows:

2.4.1 The fair market value of the Property shall be appraised as though vacant and exclusive of all Improvements including the Industrial Wharf, unencumbered, suitable, and available for industrial development and based on the assumption of the Property’s unity in use value with the adjoining upland site, as though it too were vacant and exclusive of the leasehold improvements, unencumbered, suitable and available for industrial development. Unity in use is defined as the concept that submerged lands used in conjunction with an adjoining upland industrial use, where their combined use requires an interdependency between land and water, creates a submerged lands unit value equal to that of the adjoining uplands. The value estimate is to be predicated on the assumption that the Property is not affected by the presence of potentially hazardous materials that may adversely affect its value, marketability, or utility. Such new Rent shall thereafter (on each Anniversary Date) be adjusted pursuant to Section 2.2.2 above, to establish the annual rent.

2.4.2 If the Parties are unable to agree upon the fair market rental value of the Property one (1) year prior to a Reappraisal Date, such value shall be established by the appraisal of a qualified, mutually agreeable appraiser (licensed or certified by the State of California and who shall be an MAI (Member, Appraisal Institute) or the equivalent familiar with real estate values in Contra Costa County, California. In the event that the Parties are unable to agree upon an appraiser eleven (11) months prior to such Reappraisal Date, then, upon written demand by either Party, such value shall be established by each Party appointing an appraiser with the two appraisers thus appointed choosing a third appraiser, qualified as set forth above, who shall review the appraisals of the first two and shall determine no later than three (3) months prior to the Reappraisal Date, a value within the range of appraisal values thus provided which value shall be binding on the Parties. Each Party shall bear one half the costs of the deciding appraiser and the full cost of their respective appraiser. If no reappraisal is performed pursuant to this section, then the Rent shall continue to be adjusted pursuant to Section 2.2.2

2.4.3 In no event shall Rent decrease by more than 2%. Such new Rent shall thereafter (on each Anniversary Date) be adjusted pursuant to Section 2.2.2.

2.5 Tenant Responsibility for Costs and Expenses of Lease. It is the intent of the Parties that, except as expressly provided in Sections 7.2 (Tenant’s Covenants), 8.1 (Indemnity) and 9.1 (Damage or Destruction), the Rent shall be an absolutely net return to the City and that the Tenant shall pay all costs and expenses relating to the Property of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership,

operation, repair, restoration, maintenance and management of the Property; real property taxes; rent taxes; gross receipt taxes (whether assessed against the City or assessed against the Tenant and collected by the City, or both); water and sewer charges; insurance premiums (including earthquake, if economically feasible in the discretion of the Tenant); utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Property.

2.6 Security Deposit. Upon execution of this Agreement, the Tenant shall pay to the City a security deposit in the amount of one hundred fifty thousand dollars (\$150,000) (the “**Security Deposit**”). Provided that Tenant is not in default under this Agreement, the City shall return the Security Deposit to the Tenant upon termination. The City has no obligation to pay or earn interest on the Security Deposit, but if interest is paid thereon, such interest will become part of the Security Deposit. Notwithstanding the above, the City shall use its best efforts to put the Security Deposit in an interest bearing account of the City’s choice within thirty (30) days of its receipt by the City.

2.7 Use of Security Deposit. If the Tenant is in default with respect to any provision of this Agreement, the City may, but has no obligation to, use the Security Deposit or any portion of the Security Deposit to cure such default or to compensate the City for any damage or reasonable expense sustained by the City and resulting from such default, but only after providing the Tenant with an opportunity to cure such default pursuant to the provisions of Section 13.2. The City shall provide the Tenant with evidence of damages incurred as a result of a default by the Tenant. If this Agreement has not been terminated as a result of such default, the Tenant, on demand from the City, shall promptly restore the Security Deposit to the full amount required under Section 2.6.

2.8 Community Benefit. Tenant shall contribute \$25,000 annually to the City of Pittsburgh’s climate resiliency and community waterfront access efforts along its waterfront. This amount shall increase by the Escalation Percentage as described in Section 2.2.2. This Community Benefit contribution is payable on July 1, 2025 and each Anniversary Date thereafter to the City at the address shown in Section 14.5.2 or such other place as the City may designate in writing. In the event the Tenant fails to pay the Community Benefit contribution by the close of business on the due date or the Tenant’s check is returned by the financial institution on which it is drawn for insufficient funds, the Tenant shall pay the City (i) Two Hundred Fifty Dollars (\$250) as a late fee and (ii) the maximum rate of interest permitted by law, accrued daily on such late payment due to the City, which must be paid together with the payment of the Community Benefit contribution.

### ARTICLE III TAXES, ASSESSMENTS AND OTHER CHARGES

3.1 Impositions. Throughout the Term, the Tenant shall pay prior to delinquency, all insurance premiums, utility costs, real property taxes, possessory interest taxes, all city fees, including license and permit fees, sales, use or occupancy taxes, assessments whether general or special, ordinary or extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, pertaining to the Property or part thereof, including, but not limited to (i) any assessment, levy, imposition or charge in lieu of or in substitution for real estate taxes, and (ii) any assessment for public improvements or benefits which is assessed, levied, or imposed upon or which becomes due and payable and a lien upon (a) the Property or any part thereof or any personal property, equipment or other facility used in the operation thereof, (b) the rent or income received by the Tenant from subtenants or licensees, (c) any use or occupancy of the Property or part thereof, or (d) this transaction or any document to which the Tenant is a party creating or transferring an estate or interest in the Property or part thereof. All of the foregoing are hereinafter referred to as “**Impositions.**”

3.1.1 Installments. If by law any Imposition is payable, or may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), the Tenant may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same respectively become due and before any fine or penalty may be added thereto for the nonpayment of any such installment and interest. Any Impositions relating to tax years that are only partially included in the Term of this Agreement will be prorated between the Tenant and the City.

3.1.2 Evidence of Payment. Upon written request by the City, the Tenant shall furnish, in form satisfactory to the City, evidence of payment prior to delinquency of all Impositions payable by the Tenant.

3.2 Tenant Right to Contest. The Tenant shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending the Tenant's covenant to pay any such Imposition at the time and in the manner required by law. Any such contest shall be conducted in accordance with and subject to the requirements of all Applicable Laws and otherwise in a manner that does not subject the City's title to the Property to foreclosure or forfeiture. The Tenant shall indemnify, defend, and hold the City and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the “**Indemnitees**”) harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively “**Claims**”) arising as a result of or in connection with any such contest brought by the Tenant. During any contest of an Imposition, the Tenant shall (by

payment of disputed sums, if necessary) prevent any advertisement of tax sale, foreclosure of, or any divesting of the City's title, reversion or other interest in the Property. Upon final determination of the amount or validity of any Imposition contested pursuant to this Section 3.2, the Tenant shall immediately pay such Imposition and all costs and expenses relating to such challenge.

3.3 Tenant Duty to File. The Tenant has the duty of making or filing any declaration, statement or report which may be required by Applicable Laws in connection with the determination, equalization, reduction or payment of any Imposition which is or which may become payable by the Tenant under the provisions of this Article III, and shall notify the City in writing upon making such filing, declaration, statement or report, and the City shall not be responsible for the contents of any such declaration, statement or report; provided however, the City shall cooperate with the Tenant in connection with the foregoing, including joinder in any application pertaining thereto to the extent required under Applicable Law, all at no cost to the City.

#### **ARTICLE IV ALTERATIONS AND NEW CONSTRUCTION**

4.1 Changes and Alterations. During the Term of this Agreement, the Tenant shall not make any Improvement that would materially alter the function or appearance of the Property without the prior written consent of the City, which consent shall be at the City's sole discretion and not be unreasonably withheld or delayed. All alterations and additions shall be made at the Tenant's sole cost and expense and shall comply with all of the following:

(a) Improvements may not materially impair the value or structural integrity of the Property.

(b) No Improvements may be undertaken until the Tenant has obtained all required permits and authorizations of any federal, state or local government or departments or subdivisions of any of them, having jurisdiction including, but not limited to, approval from the State Lands Commission (collectively, the "**Entitlements**"). The Parties agree that this Agreement will have no bearing on the City's consideration of the Tenant's application(s) for the Entitlements, and that the City reserves its full discretion to the extent allowed by Applicable Laws with regard to the application(s) for the Entitlements, including the right to deny the application(s), if allowed by Applicable Laws.

(c) Improvements must be made in a good and workmanlike manner and in accordance with all applicable permits and all Applicable Laws.

(d) During the construction of any Improvements in, to or of, the Property, or the permitted demolition or new construction or any restoration, the Tenant shall comply with the insurance requirements set forth in Section 8.2, which policy or policies by endorsement thereto, if not then covered, shall also insure any change, alteration or

addition or new construction, including all materials and equipment incorporated in, on or about the Property.

(e) Prior to approval of any construction, change, alteration or repair, the Tenant shall deliver to the City, no less than One Hundred Eighty (180) days before the commencement of such work, written notice of the proposed work, a general description of the proposed work and sufficient information to permit the City sufficient time to review such request and to amend the TLUP if the City deems such amendment necessary prior to approval of such Improvements by the State Lands Commission.

(f) Prior to beginning work on any construction, change, alteration or repair, Tenant shall file with the City a payment bond. Pursuant to California Civil Code Section 9554, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the contract for such construction, change alteration or repair, and must satisfy the other requirements specified in that section. This Section shall only apply if the construction, change alteration or repair is for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind and involves the expenditure of more than twenty-five thousand dollars (\$25,000).

4.2 No Right to Demolish. Notwithstanding any other provisions of this Article IV, the Tenant has no right to demolish the Improvements, once built, unless the Tenant has received the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

4.3 The City's Right of Inspection. The City, in person or through its agents, upon at least forty-eight (48) hours prior written notice to the Tenant, shall have the right to enter upon the Property for purposes of reasonable inspections performed during reasonable business hours in order to assure compliance by the Tenant with its obligations under this Lease.

4.4 Compliance with Laws. The Tenant shall carry out the construction of the Improvements in conformity with all present or future federal, state, municipal, local, administrative or judicial laws, regulations, ordinances, orders, policy, action, common law, guidelines, permit requirements, directives, judgments, injunctions or decrees or any order or directive issued by any governmental agency, including, to the extent required by the California Labor Code, payment of not less than the latest prevailing rate to workers as determined by the Director of the Department of Industrial Relations of the State of California (all of the foregoing, collectively "**Applicable Laws**").

## **ARTICLE V MECHANICS LIENS**

5.1 Mechanics Liens. Subject to the right to contest the same prior to payment, Tenant agrees and shall keep the Property free and clear of all mechanics liens, stop notices, and other liens on account of work done by or for Tenant (collectively “**Liens**”). Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold City’s Indemnitees harmless from and against all liability, loss, damages, costs and expenses (including reasonable attorney’s fees) incurred by or brought against Tenant or City for claims of a Lien of laborers or materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under it. In the event any lien is recorded, Tenant shall, within twenty (20) days following such recordation, cause such lien to be removed of record by bonding or otherwise.

## **ARTICLE VI MANAGEMENT, USE AND OPERATION OF THE PROPERTY**

6.1 Permitted Uses. Tenant at all times during the Term may use the Property for the operation of the Business as described herein and for no other purposes without the prior written consent of the City. The Tenant shall not use or permit the Property to be used in whole or in part during the Term for any purpose other than as permitted under this Agreement or by the City’s prior written consent.

6.2 Nondiscrimination. Tenant herein covenants by and for itself, its administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property nor shall the Tenant, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Property.

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

#### 6.4 Maintenance and Inspection of the Property.

6.4.1 Maintenance. At the Tenant's sole cost and expense throughout the Term, Tenant shall operate, maintain and manage the Property including all landscaping and Improvements thereon in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Property. Tenant shall ensure that the Property is served by adequate lighting in accordance with applicable building codes. Tenant shall promptly, at the Tenant's own cost and expense, make all necessary repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. Tenant shall keep and maintain all portions of the Property in a clean and orderly condition, free of accumulation of dirt, rubbish, and graffiti. If Tenant fails to maintain the Property in accordance with this Agreement, the City shall have the right, in its sole discretion, to terminate this Agreement pursuant to Article XIII, and/or to perform, or cause to be performed, the maintenance itself at the Tenant's expense.

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

The failure of the City to inspect or to notify the Tenant of any deficiency shall not be a waiver of default or of the City's right to enforce the Tenant's maintenance and repair obligations. The Tenant shall defend (with counsel reasonably acceptable to the City), indemnify and hold the Indemnitees harmless from and against any and all Claims arising out of the Tenant's failure to fully and timely fulfill its obligations to maintain and repair the Property as required hereunder.

6.5 City's Right to Perform Tenant Obligations. If following written notice as set forth in Section 13.2.1 and the expiration of any applicable cure period, the Tenant fails to perform its obligations to maintain the Property in accordance with the standards set forth in this Agreement, the City shall have the right, but not the obligation, to perform such work upon delivery of written notice to the Tenant, and the Tenant shall reimburse the City for all expenditures the City incurs in connection with such work together with interest thereon at the Default Rate specified in Article X. The City's election to undertake such obligation shall not operate as a waiver of any other right or remedy the City may have pursuant to this Agreement.

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

6.7 Compliance with Laws. The Tenant, at its sole cost and expense, shall comply with all Applicable Laws pertaining to the use, operation, and management of the Property. The Tenant shall not itself use the Property for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Property or the Property which would result in a nuisance or a violation of law. The Tenant shall use reasonable efforts to not allow any permittees, licensees, guests or invitees to use the Property for any unlawful purpose or perform, allow or suffer any act of omission or commission upon or about the Property or the Property which would result in a nuisance or a violation of law.

6.8 Tenant Right to Contest. The Tenant shall have the right to contest by appropriate proceedings, in the name of the Tenant, and without cost or expense to the City, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrance of any lien, charge or liability against the Property or Tenant's interest therein, and without subjecting the Tenant or the City to any liability, civil or criminal, for failure so to comply therewith, the Tenant may delay compliance therewith until the final determination of such proceeding. The Tenant shall indemnify, defend (with counsel approved by the City), protect and hold the Indemnitees harmless from and against all Claims arising in connection with any such contest brought by the Tenant. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE VII CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS**

7.1 Condition of the Property.

7.1.1 AS-IS Condition. The Tenant leases the Property in its "AS IS" "WHEREIS" AND WITH ALL FAULTS condition, as such condition exists as of the Commencement Date.

7.1.2 No Representations. The Tenant acknowledges that except as expressly set forth herein, the City makes no representations or warranties expressed or implied regarding the condition of the Property or the fitness or suitability thereof for the Tenant's purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Property shall affect the rights of the Tenant or the City hereunder. The Tenant shall rely solely on its own independent investigation and judgment as to all matters relating to the Property.

The Tenant acknowledges and agrees that prior to the Effective Date it has made such investigations of the Property, including without limitation such inquiries of governmental agencies, environmental investigations and inspections as Tenant deemed necessary to determine the condition of the Property, and has approved all such characteristics and conditions.

**7.2 Tenant's Covenants.** The Tenant hereby covenants and agrees that throughout the Term:

(a) The Tenant's use and operation of the Property shall be in compliance with all Hazardous Materials Laws, and the Tenant shall not cause the Property or any portion thereof to be in violation of any Hazardous Materials Laws. Notwithstanding anything to the contrary expressly or impliedly contained in this Lease, the Tenant shall have no liability or responsibility whatsoever to the City or any Indemnitees with regard to the presence, as of the Effective Date, of Hazardous Materials in, on or under the Property or any adjacent land, water or other property, or the subsequent release of such Hazardous Materials present on, in or under the Property or any adjacent land, water or other property as of the Effective Date, except to the extent such release is caused by the negligence or willful misconduct of the Tenant or any of the Tenant's agents, employees, invitees, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing.

(b) The Tenant shall not permit the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall the Tenant permit the presence or release of Hazardous Materials in, on, under, about or from the Property with the exception of materials customarily used in construction, operation, use or maintenance of Business facilities, provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials on the Property, or the release or presence of Hazardous Materials on the Property, the Tenant shall immediately advise the City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Tenant or the Property pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against the Tenant or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Property; or (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property classified as "Border Zone Property" under the provisions of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in connection therewith, that may, to the Tenant's knowledge, without any duty of investigation or inquiry, in any way affect the Property pursuant to any Hazardous Materials Laws or cause it or any part thereof to be

designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as “**Hazardous Materials Claims.**” The City shall have the right to join and participate in, as a party if it so elects, and at the City’s own expense, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim.

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

(e) If the presence of any Hazardous Material on the Property results in any contamination of the Property in violation of Hazardous Materials Laws, except to the extent such contamination is not caused by the Tenant or any of the Tenant’s agents, employees, invitees, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing, the Tenant shall promptly take all actions at its sole expense as are necessary to remediate the Property as required by law; provided that the City’s approval of such actions shall first be obtained, which approval shall not be unreasonably withheld. All costs and expenses of any Remedial Work shall be paid by the Tenant, it being understood that the City shall incur no cost, expense or liability in connection with any Remedial Work. The City shall have the right, but no obligation, to join and participate in, as a party if it so elects at the City’s cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, “**Remedial Work**” means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Property.

**7.3 Environmental Indemnity.** Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against all Claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Property during the Term caused by the Tenant or any of the Tenant’s agents, employees, invitees, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing, (ii) the failure of the Tenant, the Tenant’s employees, agents, contractors,

subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws in the operation of Tenant's Business on the Property (specifically excluding, however, any failure of the Property to comply with hazardous Materials Laws irrespective of the operation of Tenant's Business), or (iii) the breach by the Tenant of any of its covenants contained in this Article VII. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources caused by the Tenant or any of the Tenant's agents, employees, invitees, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials caused by the Tenant or any of the Tenant's agents, employees, invitees, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws, and shall include, without limitation, any Claims subject to indemnity under this Section 7.3 arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 7.3 shall survive the expiration or earlier termination of this Agreement.

#### 7.4 Definitions.

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

7.4.2 Hazardous Materials Laws. As used herein “**Hazardous Materials Laws**” means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 7.4.1, as any of the foregoing may be amended from time to time.

## **ARTICLE VIII INDEMNITY AND INSURANCE**

8.1 Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Property, (ii) any work or thing done on or in the Property, (iii) any condition of any alteration or addition constructed by the Tenant on the Property, (iv) any breach or default by the Tenant in the performance of any covenant or agreement to be performed by the Tenant pursuant to the terms of this Agreement, (v) any negligence or willful misconduct of the Tenant, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Property, and (vii) the furnishing of labor or materials by the Tenant or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, the Tenant, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. The obligations of the Tenant under this Article VIII shall not apply to any Claim or other matter to the extent such arises as a result of the gross negligence, willful misconduct or sole negligence of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

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

a. Comprehensive General Liability insurance with protection against claims for, but not limited to, bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Property and the Business with a policy limit of at least Two Million Dollars (\$2,000,000) per occurrence.

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

c. Workers' Compensation Insurance for any and all persons employed directly or indirectly by the Tenant that complies with the statutory requirements of the

state of California, with a policy limit of at least one million dollars (\$1,000,000) per accident.

d. Automobile liability insurance for owned, hired and non-owned vehicles, covering any loss or liability arising from the operation, maintenance or use of such vehicles, with a combined single limit of at least One Million Dollars (\$1,000,000).

Insurance obtained by the Tenant shall have a self-insured retention or deductible or not more than One Hundred Thousand Dollars (\$100,000).

If the Tenant undertakes the construction of the Improvements pursuant to Article IV, the Tenant shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 8.2.

## **ARTICLE IX DAMAGE AND DESTRUCTION**

9.1 Damage or Destruction. If during the Term of this Lease the Property, Improvements shall be damaged or destroyed by fire, earthquake or any other casualty of a similar or dissimilar nature, which loss exceeds fifty percent (50%) of the value of such Property, Improvements as existed one (1) day prior to the occurrence of such casualty, or in the event of any substantial casualty loss or damage which does not exceed such value but nevertheless occurs within a period of the three (3) years prior to the expiration of this Lease, then Tenant is hereby granted the right, upon giving sixty (60) days written notice to the City (such notice to be given within sixty (60) days after such casualty loss of damage), to terminate this Lease, provided however that in the event Tenant shall elect to terminate this Lease as herein provided, it shall, at its sole cost and expense, demolish, dismantle such damaged or destroyed Property, Improvements and restore the Property to substantially its original condition as existed immediately prior to the commencement of the Prior Lease as described in Section 13.3.4. In the event such Property shall be destroyed or damaged to an extent less than fifty percent (50%) of its value one day prior to the occurrence of such casualty, or should Tenant elect not to terminate this Lease though such loss or damage exceeds such value, then Tenant shall, at its sole cost and expense, repair or restore such Property to substantially its condition immediately prior to such casualty loss or damage.

In the event that Tenant elects to, or is obligated to, restore the Property, Improvements, as provided in this Section 9.1, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding, and Tenant shall undertake such restoration in accordance with the provisions of Article IV of this Agreement. If the Tenant does not exercise such option to restore the Property after a casualty loss exceeding 50% as provided in this Section 9.1 above within the sixty (60) day period and after notice (that provides for no less than a 10 day cure period) from the City of such failure by Tenant, then at the City's

option, this Agreement shall terminate upon delivery of written notice to the Tenant, and all insurance proceeds paid in respect of such damage or destruction shall be paid to the City.

9.2 Notice Required. In the event of material damage to or destruction of the Property, Improvements, or any part thereof, as set forth above, the Tenant shall promptly give the City written notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article IX, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Fifty Thousand Dollars (\$50,000), which amount shall increase every year of this Agreement by the same percentage as the increase in the Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-San Jose, California metropolitan area as published by the Bureau of Labor Statistics for the United States Department of Labor.

9.3 City's Right to Terminate. Notwithstanding any contrary provision of this Article IX, the City shall have the option to terminate this Agreement if all or substantially all of the Property is substantially damaged or destroyed and such damage or destruction resulted from a cause not insured against by the Tenant and/or the City nor required to be insured against by the Tenant and/or the City under this Agreement, unless the Tenant agrees to restore the Property at its sole expense by giving written notice thereof to the City within sixty (60) days after the date of such damage or destruction. City shall have the right to terminate this Agreement immediately upon the expiration of the sixty (60) day period if the Tenant has not provided such notice.

## **ARTICLE X**

### **CITY'S RIGHT TO PERFORM TENANT'S COVENANTS**

If the Tenant shall at any time fail to pay any Imposition or other charge payable by the Tenant to a third party as required by this Agreement, or to comply with the requirements set forth in Section 8.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Agreement, then the City, after thirty (30) days' written notice to the Tenant and without waiving or releasing the Tenant from any obligation of the Tenant hereunder, may (but shall not be required to): (i) pay such Imposition or other charge payable by the Tenant; (ii) pay for and maintain the insurance policies required pursuant to this Agreement, or (iii) make such other payment or perform such other act on the Tenant's part to be made or performed under this Agreement; and the City may enter upon the Property for such purpose and take all such action thereon as may be reasonably necessary therefor.

All sums paid by the City and all costs and expenses incurred by the City in connection with any such payment or the performance of any such act (together with interest thereon at the Default Rate from the respective dates of the City's making of each such payment) shall constitute Additional Rent payable by the Tenant under this Agreement and shall be paid by the Tenant to the City on demand. The "**Default Rate**" shall mean

interest calculated at an annual rate equal to the maximum rate of interest permitted by law.

## **ARTICLE XI MORTGAGES**

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

## **ARTICLE XII ASSIGNMENT, TRANSFER, NONDISTURBANCE AND ATTORNMENT**

12.1 Restrictions on Transfer, Assignment and Encumbrance. The Tenant shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Property or any Improvements or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, without the City's prior written consent, which consent shall not be unreasonably withheld. No voluntary or involuntary assignee, subtenant, or successor in interest of the Tenant shall acquire any rights or powers under this Agreement absent such consent.

12.2 No Involuntary Transfers. Without limiting any other restrictions on transfer contained in this Agreement, no interest of the Tenant in this Agreement, the Property or part thereof shall be assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the Tenant's assets for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action. Any transfer described in this Section 12.2 shall constitute an Event of Default under this Agreement by the Tenant, and the City shall have the right to terminate this Agreement pursuant to Article XIII as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of the Tenant.

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

12.4 Non-disturbance. Provided that the Tenant is not in default under this Agreement, the Tenant's possession, use and enjoyment of the Property shall not be

interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of the City, or any exercise of any remedies under this Agreement.

### **ARTICLE XIII DEFAULT, REMEDIES AND TERMINATION**

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

(a) Monetary Obligation. The Tenant at any time is in default hereunder as to any monetary obligation (including without limitation, the Tenant’s obligation to pay taxes and assessments due on the Property or part thereof, subject to the Tenant’s rights to contest such charges pursuant to Section 3.2), and such default continues for thirty (30) days after the date upon which the City shall have given the Tenant a Notice of Default (as defined in Section 13.2.1);

(b) Insurance. The Tenant fails to obtain and maintain any insurance required pursuant to Section 8.2 of this Agreement, and the Tenant fails to cure such default within thirty (30) days following receipt of Notice of Default;

(c) Abandonment. The Tenant abandons the Property and ceases to use it for the purposes authorized hereby for a period of at least one hundred eighty (180) days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure.

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

(e) Non-Monetary Obligations. The Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 13.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the City shall have given written Notice of Default to the Tenant; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if the Tenant commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

(f) Bankruptcy. The Tenant files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of the Tenant or of all or any

substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

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

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

(i) Liens. The Tenant's failure to satisfy the requirements of Section 5.1 hereof within the time periods specified therein.

### 13.2 Notice and Opportunity to Cure.

13.2.1 Notice of Default. Upon the occurrence of an Event of Default hereunder, the non-defaulting party shall deliver a written notice to the nonperforming party (the "**Notice of Default**"), stating the nature of the obligation which such nonperforming party has failed to perform, and notifying the nonperforming party of the period of time, if any, in which to cure the default.

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

### 13.3 Remedies Upon Default.

13.3.1 City's Remedies. Upon the occurrence of any Event of Default or, if applicable, an uncured Event of Default, and in addition to any and all other rights or

remedies of the City hereunder and/or provided by law, the City shall have the right to immediately terminate this Agreement and/or the Tenant's possessory rights hereunder, in accordance with applicable law to re-enter the Property and take possession thereof and of any Improvements, and except as otherwise provided herein, to remove all persons and property therefrom, and to store such property at the Tenant's risk and for the Tenant's account, and the Tenant shall have no further claim thereon or hereunder. The City's re-entry or taking of possession of the Property shall not be construed as an election on the City's part to terminate this Agreement unless the City shall have given written notice of such intention to the Tenant. In no event shall this Agreement be treated as an asset of the Tenant after any final adjudication in bankruptcy except at the City's option so to treat the same but no trustee, receiver, or liquidator of the Tenant shall have any right to disaffirm this Agreement. Nothing contained in this Section shall be construed to limit the rights or remedies of the City hereunder and/or provided by law, or be construed to preclude the City from initiating any civil action in the pursuit of any available remedy.

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

13.3.3      City Right to Continue Lease. In the event of any default under this Agreement by the Tenant (and regardless of whether or not the Tenant has abandoned the Property), this Agreement shall not terminate (except by an exercise of the City's right to terminate under Section 13.3.1) unless the City makes such election by the giving of any written notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the Tenant's right to possession. For so long as this Agreement continues in effect, the City may enforce all of the City's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the Tenant's right to possession: (a) acts of maintenance or preservation or efforts to relet the Property; or (b) the appointment of a receiver upon initiative of the City to protect the City's interest under this Agreement.

13.3.4      Restoration of the Property. Subject to any permitted holdovers, upon expiration or sooner termination of this Lease, City, upon written notice, may take title to any or all Improvements, including the Industrial Wharf, or City may require Tenant to remove all or any such Improvements at its sole expense and risk or City, upon the default of the Tenant in such removal, may itself remove all or any portion of such Improvements, at Tenant's sole expense. Tenant shall deliver to City such

documentation as maybe necessary to convey title to such Improvements, to City free and clear of any liens, mortgages, loans or any other encumbrances.

In removing any such Improvements, Tenant shall restore the Property as nearly as possible to the conditions existing immediately prior to their installation or construction.

All plans for and subsequent removal of Improvements, and restoration of the Property shall be to the reasonable satisfaction of City and shall be completed with due diligence and within two (2) years of the Lease Termination.

In removing any or all of the Improvements. Tenant shall obtain all permits or other governmental approvals as may then be required by lawful authority.

It is specifically agreed that should City elect to take title to the Improvements as set forth in this Section 13.3.4, that such improvements include but are not limited to, any conveyance system(s) and such other loading and unloading Improvements affixed to the Property, whether or not such improvements could be classified as “fixtures” or “personal property” under applicable California law, but in no event shall Improvements include the rolling stock, tools or property of the Tenant or subtenants, as the case may be, that were or are used incidentally in connection with the operation of the Business.

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

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

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

13.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the City under Article VIII of this Agreement to indemnification for liability arising prior to the

termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the City to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof shall relieve the Tenant of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

## **ARTICLE XIV GENERAL PROVISIONS**

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

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

14.2 Agreement Subject to TLUP. This Agreement is at all times subject to the TLUP, and no use of the Property will be permitted that is not permitted under the TLUP; provided, that the City shall adopt no amendment or restatement of the TLUP that would have a materially adverse effect on the Tenant's rights under this Lease.

14.3 City's Right to Enter the Property. The City and its agents may enter the Property from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of non-responsibility and similar notices, and to discharge the Tenant's obligations hereunder

when the Tenant has failed to do so within a reasonable time after written notice from the City.

#### 14.4 Representations of City and Tenant.

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

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

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

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

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

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

#### 14.5 Miscellaneous.

14.5.1 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and

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

- City: City of Pittsburg  
Attention: City Manager  
65 Civic Avenue  
Pittsburg, CA 94565  
Telephone: (925) 252-4850

Tenant: Isle Capital Corporation  
877 Ygnacio Valley Road, Suite 210  
Walnut Creek, CA 94596  
Telephone: (925) 672-4470

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

14.5.5 Short Form of Lease. A memorandum of lease substantially in the form attached hereto as Exhibit B shall be executed by the Parties and recorded in the Official Records of Contra Costa County upon the request of either Party.

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

14.5.7 Attorney's Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

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

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

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

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

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

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

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

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

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

TENANT:

ISLE CAPITAL CORPORATION  
A California Corporation, Acting  
as Trustee, F.B.O. LA/VC Trust,  
d.b.a. Pittsburg Marine Terminal

CITY:

CITY OF PITTSBURG  
a municipal corporation

By: \_\_\_\_\_  
John Bass, Vice President

By: \_\_\_\_\_  
Garrett Evans, City Manager

## **EXHIBIT A**

### **Legal Description and Industrial Wharf Site Map**

All that real property situated in a portion of the tide and submerged lands in the New York Slough, adjacent to Rancho Los Medanos as shown on official government plat approved October 27, 1869, County of Contra Costa, State of California and being a portion of that certain "Acceptance Of Public Trust Lands Granted To The City Of Pittsburg" recorded June 24, 2015 as Document No. 2015-0130225, Official Records of Contra Costa County and being further described as follows:

BEGINNING at point number 1130 being an angle point in the Grant Line as shown and so designated on that certain Record of Survey entitled "Record of Survey RS 3661 Tide and submerged lands grant in trust to the City of Pittsburg pursuant to chapter 422, statutes of 2011, City of Pittsburg, Contra Costa County, California, California State Lands Commission" filed for record on December 11, 2014 in Book 149 of Licensed Surveyors Maps, at Page 27, Contra Costa County Records, thence from said **POINT OF BEGINNING** along said Grant Line as shown on said Record of Survey also being the boundary line agreement 160 permanently fixed the boundary line between the line between the lands belonging to the state, acting through the State Lands Commission and Pioneer Rubber Mills, Inc. as the agreement was approved on June 14, 1949 and recorded on August 21, 1972, in Book 6730, at Page 245, Official Records of Contra Costa County, for the following nineteen (19) courses and distances:

1. North 56°53'19" West a distance of 82.38 feet;
2. North 65°10'12" West a distance of 73.82 feet;
3. North 53°33'40" West a distance of 133.00 feet;
4. North 58°44'37" West a distance of 235.13 feet;
5. North 47°10'29" West a distance of 55.90 feet;
6. North 59°22'13" West a distance of 88.32 feet;
7. South 39°48'20" West a distance of 7.81 feet;
8. North 79°59'31" West a distance of 34.53 feet;
9. South 39°17'31" West a distance of 14.21 feet;
10. North 53°07'48" West a distance of 85.00 feet;
11. North 58°31'42" West a distance of 193.46 feet;
12. North 46°21'50" West a distance of 59.41 feet;
13. North 58°34'13" West a distance of 84.38 feet;
14. North 63°56'47" West a distance of 50.09 feet;
15. South 74°17'29" West a distance of 33.24 feet;
16. North 65°15'55" West a distance of 97.99 feet;
17. North 74°23'20" West a distance of 70.60 feet;
18. South 68°06'29" West a distance of 45.19 feet; and
19. North 67°19'25" West a distance of 8.74 feet to the west boundary line of the Lands of Isle Capital Corporation as described in that certain Grant Deed recorded on March 14, 1994 in Doc # 1994-0072483, Official Records of Contra Costa County;

thence coincident with the prolongation of the said west boundary line North 16°55'11" East a distance of 226.95 feet to the south side of channel as shown in that certain General Lease – Industrial Use recorded June 17, 1977 in Doc # 1997-0103564, Official Records of Contra Costa

County; thence coincident with the said South Side of Channel for the following two (2) courses and distances:

1. South 63°27'58" East a distance of 1108.20 feet; and
2. South 68°09'08" East a distance of 308.41 feet to the prolongation of the east boundary line of said Grant Deed;

thence coincident with the prolongation of the east boundary line of said Grant Deed South 16°55'31" West a distance of 337.11 feet to the said Grant Line; thence coincident with the said Grant Line for the following three (3) courses and distances:

1. North 40°25'38" West a distance of 17.98 feet;
2. North 14°37'15" West a distance of 23.77 feet; and
3. North 21°30'07" East a distance of 35.47 feet to the Point of Beginning.

Containing 6.5 acres of land, more or less.

The Basis of Bearings for this legal description is identical to that certain Record of Survey, RS#3661, filed on December 11, 2014 in Book 149 of Licensed Surveyors Maps at Page 27, Contra Costa County Records.

The distances in this legal description are grid distances. Divide grid distances by 0.99994309 to obtain ground distances.

The area shown in this legal description is in grid.

See Industrial Wharf Site Map below to accompany description, attached hereto and made a part hereof.

This legal description was prepared by me or under my supervision pursuant to Section 8729 (2) of the Professional Land Surveyors Act.

Craig E. Spiess, PLS 7944  
License Expiration Date: 12-31-23

Date: 10/19/2023

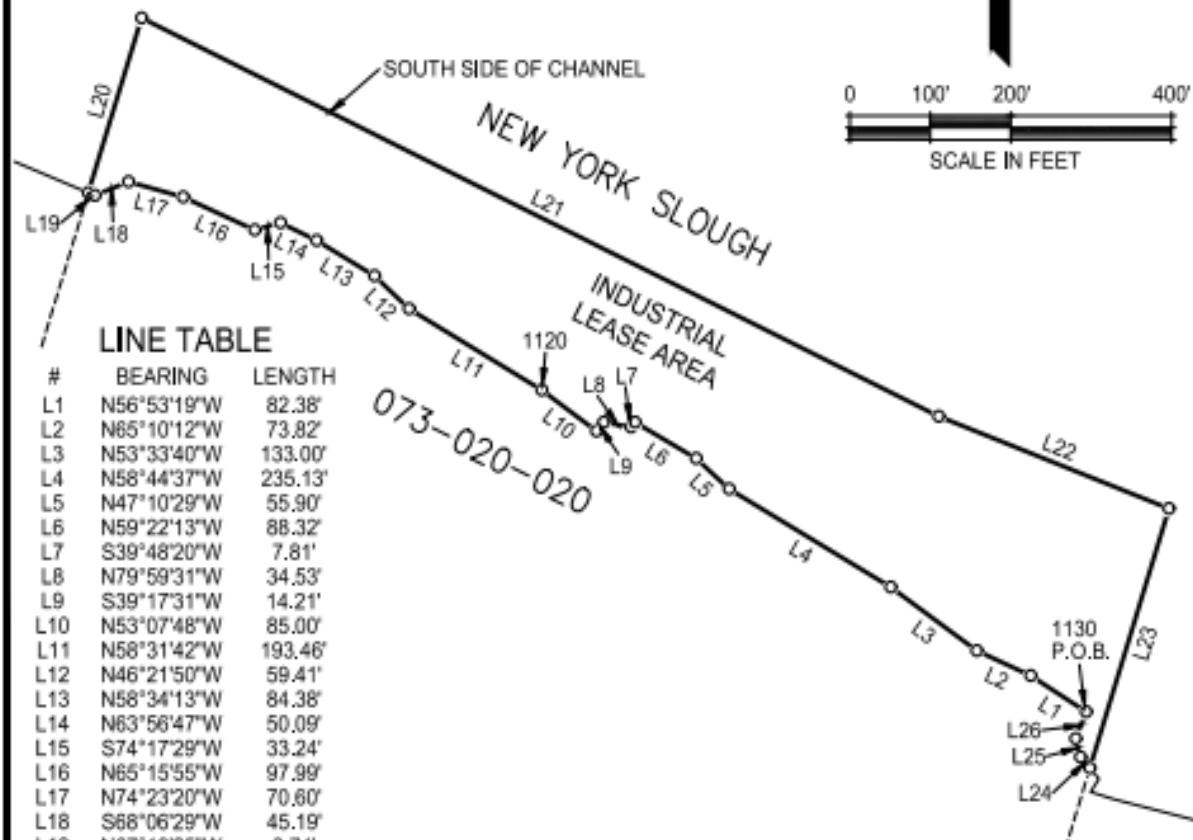


Description prepared by:  
**R.E.Y. ENGINEERS, INC.**

905 Sutter Street, Suite 200, Folsom, CA 95630  
N:\6969 - City of Pittsburg\111 - City Surveyor\Isle Capital Corporation Tre\  
Isle Capital Corporation Tre LEASE--INDUSTRIAL AREA.docx

## LEGEND

○ DIMENSION POINT NOTHING FOUND OR SET  
 APN ASSESSOR PARCEL NUMBER  
 P.O.B. POINT OF BEGINNING



## LINE TABLE

| #   | BEARING     | LENGTH   |
|-----|-------------|----------|
| L1  | N56°53'19"W | 82.38'   |
| L2  | N65°10'12"W | 73.82'   |
| L3  | N53°33'40"W | 133.00'  |
| L4  | N58°44'37"W | 235.13'  |
| L5  | N47°10'29"W | 55.90'   |
| L6  | N59°22'13"W | 88.32'   |
| L7  | S39°48'20"W | 7.81'    |
| L8  | N79°59'31"W | 34.53'   |
| L9  | S39°17'31"W | 14.21'   |
| L10 | N53°07'48"W | 85.00'   |
| L11 | N58°31'42"W | 193.46'  |
| L12 | N46°21'50"W | 59.41'   |
| L13 | N58°34'13"W | 84.38'   |
| L14 | N63°56'47"W | 50.09'   |
| L15 | S74°17'29"W | 33.24'   |
| L16 | N65°15'55"W | 97.99'   |
| L17 | N74°23'20"W | 70.60'   |
| L18 | S68°06'29"W | 45.19'   |
| L19 | N67°19'25"W | 8.74'    |
| L20 | N16°55'11"E | 226.95'  |
| L21 | S63°27'58"E | 1108.20' |
| L22 | S68°09'08"E | 308.41'  |
| L23 | S16°55'31"W | 337.11'  |
| L24 | N40°25'38"W | 17.98'   |
| L25 | N14°37'15"W | 23.77'   |
| L26 | N21°30'07"E | 35.47'   |

SHEET 1 OF 1



IF A DISCREPANCY EXISTS BETWEEN THIS EXHIBIT AND THE ASSOCIATED DESCRIPTION, THE DESCRIPTION HOLDS. THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY.

## EXHIBIT "B"

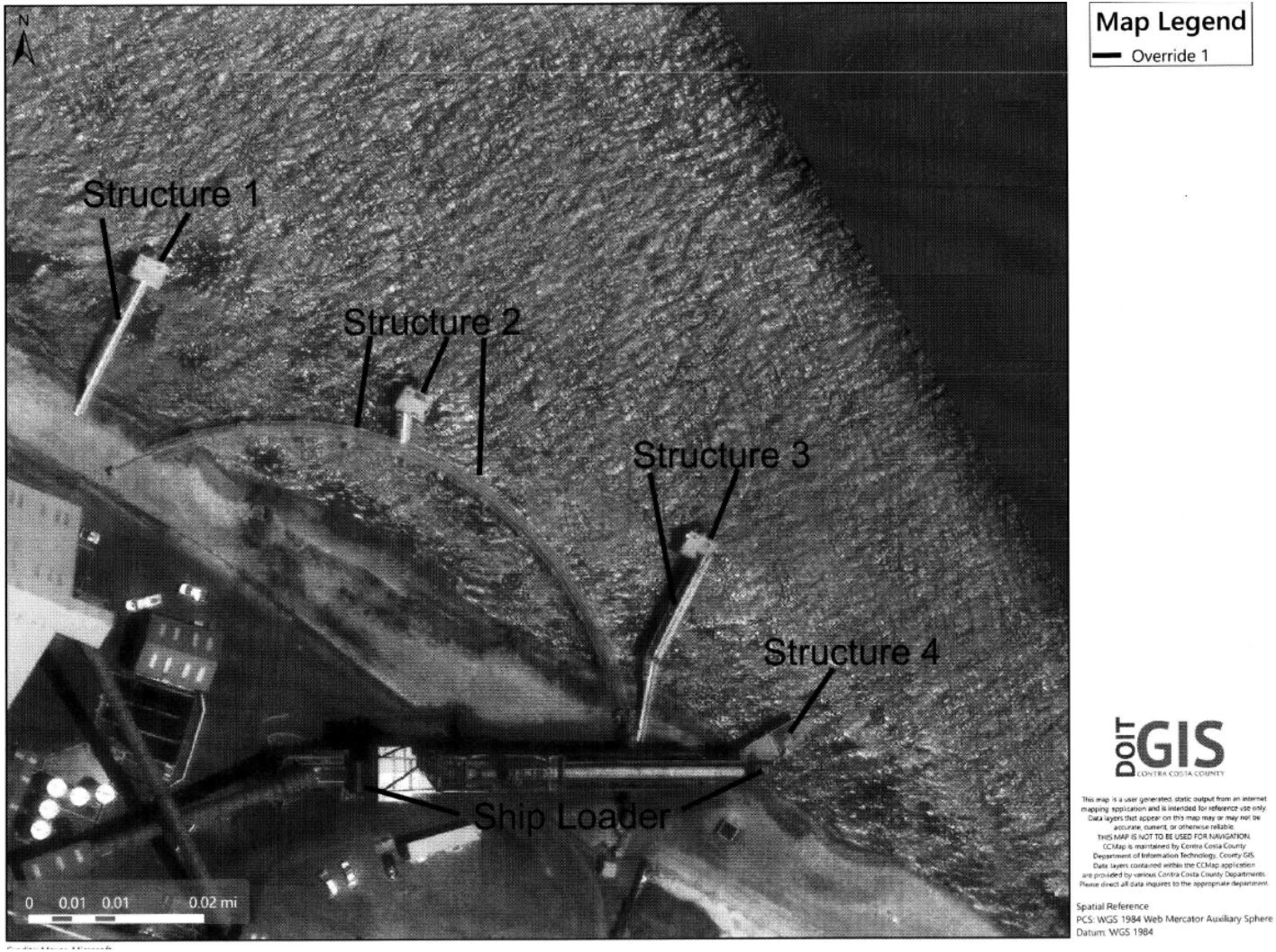
### TRUST LAND LEASE INDUSTRIAL LEASE AREA

CITY OF PITTSBURG  
COUNTY OF CONTRA COSTA STATE OF CALIFORNIA

R. E. Y. ENGINEERS, Inc.  
CIVIL ENGINEERS / LAND SURVEYORS  
905 SUTTER ST. STE 200 FOLSOM, CA 95630  
(916) 366-3040 Fax (916) 366-3303

|          |         |            |          |
|----------|---------|------------|----------|
| MWD      | 1"=200' | 10/18/2023 | 696B.111 |
| DRAWN BY | SCALE   | DATE       | JOB NO.  |

## Industrial Wharf Site Map



### Exhibit B

FORM OF MEMORANDUM OF LEASE

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Pittsburg  
65 Civic Dr.  
Pittsburg, CA 94565  
Attn: City Clerk

EXEMPT FROM RECORDING FEES  
PER  
GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

**MEMORANDUM OF LEASE**

This Memorandum of Lease (this "**Memorandum**"), dated for reference purposes as of \_\_\_\_\_, 2025 is executed by and between the City of Pittsburg, a municipal corporation (the "**City**") and Isle Capital Corporation, a California corporation, acting as trustee, For Benefit of the LA/VC Trust, d.b.a. Pittsburg Marine Terminal ("**Tenant**"), in reference to and consideration of that certain Lease dated as of January 21, 2025, by and between City and Tenant (the "**Lease**").

1. The purpose of this Memorandum is to provide notice of the existence of the Lease which is incorporated herein by this reference. This Memorandum incorporates all of the terms and provisions of the Lease as though fully set forth herein.
2. The City is trustee of tideland situated in New York Sough, located in the City of Pittsburg (the "**Property**"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.
3. The Property is subject to that certain tidelands trust plan adopted by the City on January 20, 2009 in accordance with Public Resources Code Sections 6361 through 6369.3 (as may be amended from time to time, the "**Trust Plan**").
4. Pursuant to the Lease, the City leases to the Tenant, and the Tenant leases from the City, the Property subject to all of the terms and conditions set forth in the Lease.

5. The Lease term is twenty-nine (29) years and one hundred sixty (160) days commencing on January 21, 2025.

6. This Memorandum may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one fully-executed agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

**CITY:**

**TENANT:**

CITY OF PITTSBURG

ISLE CAPITAL CORPORATION

By: \_\_\_\_\_  
Garrett Evans, City Manager

By: \_\_\_\_\_  
John Bass, Vice President

**Approved as to form:**

\_\_\_\_\_  
City Attorney

**SIGNATURES MUST BE NOTARIZED.**



**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 2023 Annual Power Source Disclosure Report to the California Energy Commission

**MEETING DATE:** January 21, 2025

**EXECUTIVE SUMMARY**

State Law, Public Utilities Code Section 398.1(b), requires all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers. The Pittsburg Power Company (PPC) provides electricity retail service on Mare Island, Vallejo in the name of Island Energy (IE) and is required by law to disclose the sources of its energy procurement and sales to its end users on Mare Island. The CEC requires the Governing Board of the Pittsburg Power Company to approve its 2023 Annual Power Source Disclosure Report (PSD Report).

**FISCAL IMPACT**

Approval of the 2023 Annual Power Source Disclosure Report has no fiscal impact to IE's Enterprise Fund or the City of Pittsburg's General Fund.

**RECOMMENDATION**

The Governing Board of the Pittsburg Power Company approve the 2023 Annual Power Source Disclosure Report, attests the information contained in the report is true and accurate and the energy that PPC procured was sold once and only once to end use customers on Mare Island, Vallejo.

**BACKGROUND**

Electricity retail suppliers are required to report the resources or fuel types of power procured and sold in the form of a Power Source Disclosure Report developed by the CEC. The CEC also requires the power source disclosure report to be independently audited. An electricity retail supplier that is a public agency, such as PPC, is not required to comply with the audit requirements if the board of directors of the public agency approves the power

source disclosure report at a public meeting and attests the information contained in the power source disclosure Report is accurate.

### **SUBCOMMITTEE FINDINGS**

The item was not presented to a subcommittee.

### **STAFF ANALYSIS**

The 2023 Power Source Disclosure Report shows that during calendar year 2023, 19.3% of PPC's annual electricity sales to end use customers was purchased from solar generation, 1.0% from eligible hydroelectric sources (small hydropower plants with nameplate generation capacity less than 30 MW), 25.0% from large hydroelectric generation, 2.5% from customer owned distributed solar generation and 52.1% from unspecified source. In total, 20.4% of 2023 annual electricity retail sales were generated by CEC certified renewable sources. The methodology used in preparation for the 2023 PSD report is consistent with the CEC's filing guidelines.

The remaining 52.1% of retail sales purchased from unspecified sources was power purchased from the California energy market and its sources of generation cannot be specified.

As the Renewable Portfolio Standards (RPS) percentage requirement goes up to 41.25% of retail sales in year 2023, the renewable energy procured from existing renewable energy procurement contracts is not sufficient to meet the RPS requirements of calendar year 2023. PPC has purchased unbundled Renewable Energy Credits (RECs) through short-term contracts to help meet the annual RPS requirement of calendar year 2023. The unbundled RECs account for 3.1% of the annual retail sales.

PPC has filed the 2023 PSD report with CEC on July 25, 2024, and CEC has accepted the said report.

The CEC regulations authorize a public agency electric retail provider that offers only one electricity product to approve submission of an attestation of the veracity of the annual report, in lieu of a requirement to provide a verification from an auditor.

ATTACHMENTS: Resolution  
2023 Annual Report of Power Source Disclosure Program

Report Prepared By: Vanessa Xie, Deputy General Manager

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

In the Matter of:

Approving the 2023 Annual Power Source )  
Disclosure Report to the California Energy )  
Commission )

RESOLUTION NO. 25-

WHEREAS, the Pittsburg Power Company ("PPC"), a Joint Powers Authority, provides electricity and natural gas retail service at Mare Island, Vallejo in the name of Island Energy ("IE"); and

WHEREAS, State law and regulations require all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end use customers, and attest that electricity was sold only once to retail customers; and

WHEREAS, PPC, in compliance with the State law (Public Utilities Code 398.1(b)), is disclosing the sources of its energy procurement and sales to its end users on Mare Island, Vallejo; and

WHEREAS, PPC submitted the 2023 Power Source Disclosure (PSD) report with CEC on July 25, 2024, and CEC has accepted the said report; and

WHEREAS, the CEC regulations authorize a public agency electric retail provider that offers only one electricity product to approve submission of an attestation of the veracity of the annual report, in lieu of a requirement to provide a report from an auditor.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Pittsburg Power Company as follows:

1. Approves the 2023 PSD Report and attests to the veracity of said report.
2. Attests that the energy procured by Island Energy was sold once and only once to end use customers on Mare Island, Vallejo.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 21<sup>st</sup> day of January 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

---

Jelani Killings, Chair

ATTEST:

---

Garrett Evans, Executive Secretary

## 2023 POWER SOURCE DISCLOSURE ANNUAL REPORT

### For the Year Ending December 31, 2023

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

### GENERAL INSTRUCTIONS

|                             |                                                                |
|-----------------------------|----------------------------------------------------------------|
| RETAIL SUPPLIER NAME        |                                                                |
| PITTSBURG POWER COMPANY     |                                                                |
| ELECTRICITY PORTFOLIO NAME  |                                                                |
| ELECTRICITY RETAIL SERVICE  |                                                                |
| CONTACT INFORMATION         |                                                                |
| NAME                        | Vanessa Xie                                                    |
| TITLE                       | Administrative Officer                                         |
| MAILING ADDRESS             | 995 Walnut Ave.                                                |
| CITY, STATE, ZIP            | Vallejo CA 94592                                               |
| PHONE                       | 9252524097                                                     |
| EMAIL                       | <a href="mailto:Vxie@Pittsburgca.gov">Vxie@Pittsburgca.gov</a> |
| WEBSITE URL FOR PCL POSTING | <a href="http://www.islandenergy.com">www.islandenergy.com</a> |

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to [PSDprogram@energy.ca.gov](mailto:PSDprogram@energy.ca.gov). Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

**NOTE:** Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at [PSDprogram@energy.ca.gov](mailto:PSDprogram@energy.ca.gov) or (916) 639-0573.

**2023 POWER SOURCE DISCLOSURE ANNUAL REPORT**  
**SCHEDULE 1: PROCUREMENTS AND RETAIL SALES**  
For the Year Ending December 31, 2023  
**(PITTSBURG POWER COMPANY)**  
**(ELECTRICITY RETAIL SERVICE)**

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out. For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9. Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                |                   |           |        |                      |                            |                    |            |                  |                           |                                                    |                                         |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------|-------------------|-----------|--------|----------------------|----------------------------|--------------------|------------|------------------|---------------------------|----------------------------------------------------|-----------------------------------------|---------------------------------------|--------------------|--|--|--|---------------------------------|--|--|--|--|--|-------------------------|--|----------------------------|--|---------------------------|--|-----------------------------------------|--|---------------------------------------------------------------|--|--------------------------------------------------|--|-------------------------------------------------------|--|-----|--|--------|--|-------|--|--------|--|
| Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out. For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA" or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. <b>Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9. Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.</b> |  |                |                   |           |        |                      |                            |                    |            |                  |                           |                                                    |                                         |                                       | Retail Sales (MWh) |  |  |  | Net Specified Procurement (MWh) |  |  |  |  |  | Unspecified Power (MWh) |  | Procurement to be adjusted |  | Net Specified Natural Gas |  | Net Specified Coal & Other Fossil Fuels |  | Net Specified Nuclear, Large Hydro, Renewables, and ACS Power |  | GHG Emissions (excludes grandfathered emissions) |  | GHG Emissions Intensity (in MT CO <sub>2</sub> e/MWh) |  | 814 |  | 14,650 |  | 7,200 |  | 0.2230 |  |
| DIRECTLY DELIVERED RENEWABLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                |                   |           |        |                      |                            |                    |            |                  |                           |                                                    |                                         |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Facility Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Fuel Type      | State or Province | WREGIS ID | RPS ID | N/A                  | EIA ID                     | Gross MWh Procured | MWh Resold | Net MWh Procured | Adjusted Net MWh Procured | GHG Emissions Factor (in MT CO <sub>2</sub> e/MWh) | GHG Emissions (in MT CO <sub>2</sub> e) | N/A                                   |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Lewisston Powerplant-Lewisston                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | Eligible hydro | CA                | W1108     | 61044  |                      | 977                        |                    |            |                  | 316                       | 8                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Nimbus Powerplant-Nimbus Plant (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | Eligible hydro | CA                | W1161     | 61045  |                      | 444                        | 316                |            |                  | 316                       |                                                    | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Shamiede Powerplant-Shamiede (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | Eligible hydro | CA                | W1177     | 61046  |                      | 7056                       | 12                 |            |                  | 12                        |                                                    | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Whitney Point Solar, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | Solar          | CA                | W15441    | 61186A |                      | 60975                      | 6,246              |            |                  | 6,246                     |                                                    | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                |                   |           |        |                      |                            |                    |            |                  | -                         |                                                    | #N/A                                    |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                |                   |           |        |                      |                            |                    |            |                  | -                         |                                                    | #N/A                                    |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                |                   |           |        |                      |                            |                    |            |                  | -                         |                                                    | #N/A                                    |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                |                   |           |        |                      |                            |                    |            |                  | -                         |                                                    | #N/A                                    |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                |                   |           |        |                      |                            |                    |            |                  | -                         |                                                    | #N/A                                    |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| FIRMED AND-SHAPED IMPORTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                |                   |           |        |                      |                            |                    |            |                  |                           |                                                    |                                         |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Facility Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Fuel Type      | State or Province | WREGIS ID | RPS ID | EIA ID of REC Source | EIA ID of Substitute Power | Gross MWh Procured | MWh Resold | Net MWh Procured | Adjusted Net MWh Procured | GHG Emissions Factor (in MT CO <sub>2</sub> e/MWh) | GHG Emissions (in MT CO <sub>2</sub> e) | Eligible for Grandfathered Emissions? |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                |                   |           |        |                      |                            |                    |            |                  | -                         |                                                    | #N/A                                    |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                |                   |           |        |                      |                            |                    |            |                  | -                         |                                                    | #N/A                                    |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                |                   |           |        |                      |                            |                    |            |                  | -                         |                                                    | #N/A                                    |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                |                   |           |        |                      |                            |                    |            |                  | -                         |                                                    | #N/A                                    |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| SPECIFIED NON-RENEWABLE PROCUREMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                |                   |           |        |                      |                            |                    |            |                  |                           |                                                    |                                         |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Facility Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Fuel Type      | State or Province | N/A       | N/A    | N/A                  | EIA ID                     | Gross MWh Procured | MWh Resold | Net MWh Procured | Adjusted Net MWh Procured | GHG Emissions Factor (in MT CO <sub>2</sub> e/MWh) | GHG Emissions (in MT CO <sub>2</sub> e) | N/A                                   |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Folsom Powerplant-Folsom Unit 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Large hydro    | CA                |           |        |                      | 441                        | 416                |            | 416              | 416                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Folsom Powerplant-Folsom Unit 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Large hydro    | CA                |           |        |                      | 441                        | 568                |            | 568              | 568                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Folsom Powerplant-Folsom Unit 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Large hydro    | CA                |           |        |                      | 441                        | 598                |            | 598              | 598                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| New Melones Powerplant-New Melones Unit 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | Large hydro    | CA                |           |        |                      | 6158                       | 607                |            | 607              | 607                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| New Melones Powerplant-New Melones Unit 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | Large hydro    | CA                |           |        |                      | 6158                       | 504                |            | 504              | 504                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Gianelli Powerplant-Gianelli Powerplant (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | Large hydro    | CA                |           |        |                      | 448                        | 113                |            | 113              | 113                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Gianelli Powerplant-Gianelli Powerplant (6)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | Large hydro    | CA                |           |        |                      | 448                        | 55                 |            | 55               | 55                        | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| J.F. Carr Powerplant- J.F. Carr Unit 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | Large hydro    | CA                |           |        |                      | 442                        | 126                |            | 126              | 126                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| J.F. Carr Powerplant- J.F. Carr Unit 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | Large hydro    | CA                |           |        |                      | 442                        | 109                |            | 109              | 109                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Keswick Powerplant-Keswick Powerplant (3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | Large hydro    | CA                |           |        |                      | 443                        | 668                |            | 668              | 668                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Shasta Powerplant-Shasta Unit 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Large hydro    | CA                |           |        |                      | 445                        | 738                |            | 738              | 738                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Shasta Powerplant-Shasta Unit 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Large hydro    | CA                |           |        |                      | 445                        | 670                |            | 670              | 670                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Shasta Powerplant-Shasta Unit 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Large hydro    | CA                |           |        |                      | 445                        | 915                |            | 915              | 915                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Shasta Powerplant-Shasta Unit 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Large hydro    | CA                |           |        |                      | 445                        | 719                |            | 719              | 719                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Shasta Powerplant-Shasta Unit 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Large hydro    | CA                |           |        |                      | 445                        | 688                |            | 688              | 688                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Spring Creek Powerplant-Spring Creek Unit 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | Large hydro    | CA                |           |        |                      | 450                        | 276                |            | 276              | 276                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Spring Creek Powerplant-Spring Creek Unit 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | Large hydro    | CA                |           |        |                      | 450                        | 12                 |            | 12               | 12                        | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Trinity Powerplant-Spring Creek Unit 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | Large hydro    | CA                |           |        |                      | 451                        | 284                |            | 284              | 284                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| O'Neil Powerplant-O'Neil (alt 3)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | Large hydro    | CA                |           |        |                      | 446                        | 2                  |            | 2                | 2                         | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| Rooftop Solar-Pittsburg Power                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | Other          | CA                |           |        |                      | P242                       | 814                |            | 814              | 814                       | -                                                  | -                                       |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |
| PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                |                   |           |        |                      |                            |                    |            |                  |                           |                                                    |                                         |                                       |                    |  |  |  |                                 |  |  |  |  |  |                         |  |                            |  |                           |  |                                         |  |                                                               |  |                                                  |  |                                                       |  |     |  |        |  |       |  |        |  |

| Facility Name                     | Fuel Type | N/A | N/A | N/A | N/A | N/A | Gross MWh<br>Procured | MWh Resold | Net MWh<br>Procured | Adjusted Net MWh<br>Procured | GHG Emissions<br>Factor (in MT<br>CO <sub>2</sub> e/MWh) | GHG Emissions<br>(in MT CO <sub>2</sub> e) | N/A |
|-----------------------------------|-----------|-----|-----|-----|-----|-----|-----------------------|------------|---------------------|------------------------------|----------------------------------------------------------|--------------------------------------------|-----|
|                                   |           |     |     |     |     |     |                       |            |                     |                              | #N/A                                                     |                                            |     |
|                                   |           |     |     |     |     |     |                       |            |                     |                              | #N/A                                                     |                                            |     |
|                                   |           |     |     |     |     |     |                       |            |                     |                              | #N/A                                                     |                                            |     |
| ENCLOSURE OTHER THAN RETAIL SALES |           |     |     |     |     |     |                       |            |                     |                              |                                                          |                                            |     |
| Self Consumption                  | MWh       |     |     |     |     |     |                       |            |                     |                              |                                                          |                                            |     |
| System Loss                       |           |     |     |     |     |     |                       |            |                     |                              |                                                          |                                            |     |
|                                   |           |     |     |     |     |     |                       |            |                     |                              |                                                          |                                            |     |
|                                   |           |     |     |     |     |     |                       |            |                     |                              |                                                          |                                            |     |
|                                   |           |     |     |     |     |     |                       |            |                     |                              |                                                          |                                            |     |

[illegible]

**2023 POWER SOURCE DISCLOSURE ANNUAL REPORT**  
**SCHEDULE 3: POWER CONTENT LABEL DATA**  
**For the Year Ending December 31, 2023**  
**(PITTSBURG POWER COMPANY)**  
**(ELECTRICITY RETAIL SERVICE)**

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

|                               | Adjusted Net<br>Procured (MWh) | Percent of Total<br>Retail Sales |
|-------------------------------|--------------------------------|----------------------------------|
| <b>Renewable Procurements</b> | <b>6,582</b>                   | <b>20.4%</b>                     |
| Biomass & Biowaste            | -                              | 0.0%                             |
| Geothermal                    | -                              | 0.0%                             |
| Eligible Hydroelectric        | 336                            | 1.0%                             |
| Solar                         | 6,246                          | 19.3%                            |
| Wind                          | -                              | 0.0%                             |
| Coal                          | -                              | 0.0%                             |
| Large Hydroelectric           | 8,068                          | 25.0%                            |
| Natural gas                   | -                              | 0.0%                             |
| Nuclear                       | -                              | 0.0%                             |
| Other                         | 814                            | 2.5%                             |
| Unspecified Power             | 16,822                         | 52.1%                            |
| <b>Total</b>                  | <b>32,286</b>                  | <b>100.0%</b>                    |

|                                 |               |
|---------------------------------|---------------|
| <b>Total Retail Sales (MWh)</b> | <b>32,286</b> |
|---------------------------------|---------------|

|                                                                       |            |
|-----------------------------------------------------------------------|------------|
| <b>GHG Emissions Intensity (converted to lbs CO<sub>2</sub>e/MWh)</b> | <b>492</b> |
|-----------------------------------------------------------------------|------------|

|                                                                     |             |
|---------------------------------------------------------------------|-------------|
| <b>Percentage of Retail Sales Covered by Retired Unbundled RECs</b> | <b>3.1%</b> |
|---------------------------------------------------------------------|-------------|

## ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8 or A23.  
In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

|                  |     | Bonneville Power Administration |                      |                                         |
|------------------|-----|---------------------------------|----------------------|-----------------------------------------|
| Net MWh Procured | N/A | Resource Type                   | Resource Mix Factors | Resource-Specific Procurements from ACS |
|                  |     | Biomass & biowaste              |                      | -                                       |
|                  |     | Geothermal                      |                      | -                                       |
|                  |     | Eligible hydroelectric          |                      | -                                       |
|                  |     | Solar                           |                      | -                                       |
|                  |     | Wind                            |                      | -                                       |
|                  |     | Coal                            |                      | -                                       |
|                  |     | Large hydroelectric             | 0.84                 | -                                       |
|                  |     | Natural gas                     |                      | -                                       |
|                  |     | Nuclear                         | 0.11                 | -                                       |
|                  |     | Other                           | 0.01                 | -                                       |
|                  |     | Unspecified Power               | 0.05                 | -                                       |

|                  |     | Tacoma Power           |                      |                                         |
|------------------|-----|------------------------|----------------------|-----------------------------------------|
| Net MWh Procured | N/A | Resource Type          | Resource Mix Factors | Resource-Specific Procurements from ACS |
|                  |     | Biomass & biowaste     |                      | -                                       |
|                  |     | Geothermal             |                      | -                                       |
|                  |     | Eligible hydroelectric |                      | -                                       |
|                  |     | Solar                  |                      | -                                       |
|                  |     | Wind                   |                      | -                                       |
|                  |     | Coal                   |                      | -                                       |
|                  |     | Large hydroelectric    | 0.89                 | -                                       |
|                  |     | Natural gas            |                      | -                                       |
|                  |     | Nuclear                | 0.06                 | -                                       |
|                  |     | Other                  |                      | -                                       |
|                  |     | Unspecified Power      | 0.05                 | -                                       |

**2023 POWER SOURCE DISCLOSURE ANNUAL REPORT  
ATTESTATION FORM****For the Year Ending December 31, 2023  
(PITTSBURG POWER COMPANY)  
(ELECTRICITY PORTFOLIO NAME)**

I, [print name] VANESSA XIE  
[title] ADMINISTRATIVE OFFICER, declare under penalty of perjury, that the information  
provided in this report is true and correct and that I, as an authorized agent of [retail supplier],  
PITTSBURG POWER COMPANY, have authority to submit this report on the retail  
supplier's behalf. I further declare that all of the electricity claimed as specified purchases  
as shown in this report was sold once and only once to retail customers.  
Name: VANESSA XIE  
Representing (Retail Supplier): PITTSBURG POWER COMPANY  
Signature:   
Dated: 07/25/2024  
Executed at: CITY OF PITTSBURG