CITY OF PITTSBURG
AGENDA

SEPTEMBER 16, 2024

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

REGULAR MEETING
7:00 P.M.

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

PRESIDING

Juan Antonio Banales, Mayor/Chair
Jelani Killings, Vice- Mayor/Chair
Dionne Adams, Council Member/Board Member
Angelica Lopez, Council Member/Board Member
Shanelle Scales-Preston, Council Member/Board Member

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Quarterly Overview of Use of Force by Law Enforcement Personnel and Overview of Internal Affairs Investigations

2. Quarterly Budget Update

PROCLAMATIONS

3. National Hispanic Heritage Month

4. Clean Air Day

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)

PUBLIC HEARING

5. Adoption of a City Council Resolution Approving the 2023-2024 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

   The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a “report card” that documents how well the City met its goals during the period of July 1, 2023 through June 30, 2024 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of

services and improvements utilizing CDBG funds.

COMBINED CITY COUNCIL AND PITTSBURG POWER COMPANY CONSIDERATION

6. Adoption of 1) a City Council Resolution Approving a Grant and Loan Agreement with Platinum Pittsburg LLC, Authorizing the City Manager to Negotiate and Execute Subsequent Documents to Carry Out the Grant and Loan Agreement, Allocating Funding from the American Rescue Pan Act, and Adopting an Economic Development Subsidy Report; and 2) Adoption of a Pittsburg Power Company Resolution Allocating Funding for the Loan

   On November 15, 2021, the City Council adopted Resolution No. 21-14011, approving a General Plan map amendment, use permit, and design review for a 115-room Home 2 Suites hotel on 2.09-acre site located at 2112 Loveridge Road (Assessor's Parcel No. 088-240-080; the "Project"). The proposed Agreement would authorize a City-funded loan of up to $1,500,000 ("Loan") as well as a grant contribution of up to $599,999 ("Grant") to facilitate construction of the proposed hotel. Pursuant to the Requirements of state law, the City has prepared and published an Economic Development Subsidy Report.

CITY COUNCIL CONSIDERATION

7. Adoption of a City Council Minute Order Appointing Members to the Measure M Oversight Committee

   There are currently vacancies on the Measure M Oversight Committee. Appointments to fill these vacancies are necessary in order to provide oversight to City activities associated with the revenues generated by Measure M.

8. Adoption of a City Council Minute Order Appointing a Candidate to the Public Financing Authority of the Pittsburg Enhanced Infrastructure Financing District

   The City is seeking a member of the public to serve on the Public Financing Authority (PFA) of the Pittsburg Enhanced Infrastructure Financing District (EIFD). The purpose of the PFA is to provide oversight and direction during the formation and lifespan of the Pittsburg EIFD, which seeks to fund various public development activities over a period of 50 years through tax-increment financing originating from property value increase.

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute the Operation and Maintenance Agreement with Ultimate Basketball Fieldhouse LLC

   The City of Pittsburg and Ultimate Basketball Fieldhouse LLC (Operator) propose to enter into an agreement (Agreement) for the operation and maintenance of the Dream Courts ("Facility") located at 800 W. Leland Road in Pittsburg California. Under the proposed agreement, the operator shall provide for full operations of the Facility for a period of ten (10) years.

10. Adoption of a City Council Resolution Approving the Five-Year Capital Improvement Program for Fiscal Years 2024/25 Through 2028/29 and Allocating Funding for Fiscal Year 2024/25

    The Five-Year Capital Improvement Program (CIP) for Fiscal Years 2024/25 through 2028/29 includes projects for construction of new facilities, infrastructure, and for the expansion, rehabilitation, or replacement of City-owned assets.

11. Adoption of a City Council Resolution Authorizing the Execution of a Fifth Amendment to the East Contra Costa Regional Fee and Financing Authority Joint Exercise of Powers Agreement

    The East Contra Costa Regional Fee and Financing Authority (ECCRFFA) supports the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. In addition to adding 18 new projects to the program, the Fifth Amendment of the Joint Exercise of Powers Agreement (Agreement) deprioritizes the James Donlon Extension Project, reallocates those project funds, and elevates the priority of the Pittsburg-Antioch Highway widening project and the West Leland Road Extension Project.

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

12. Minutes of August 19, 2024

13. Receive and File the Treasurer's Report for the Quarter Ending June 30, 2024

    Attached is the Treasurer's Report for the fiscal quarter ending June 30, 2024. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

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

    The City Council adopted a Handbook for City Advisory Bodies that requires City Council action for absences of more than three consecutive meetings for Commissioners. If no action is taken than it is deemed that a Commissioner has resigned their position. Additionally, any Commissioner or member who misses four meetings a year of the regular meetings held (not cancelled) in any twelve-month period, without approval of the City Council by way of formal action, shall be deemed to have resigned their position on the advisory body. Staff recommends approval of a personal leave of absence request for a current member of the Planning Commission.

15. Adoption of a City Council Resolution Amending the City's Conflict of Interest Code

    Pursuant to the Political Reform Act (Act), local governments are required to conduct a biennial review of its Conflict of Interest Code (Code) to determine accuracy. As part of this year's biennial review, City staff has determined that the Code must be amended to reflect new, reclassified and eliminated employee positions. Updating the Code will identify all of the designated positions that are required, by state law, to disclose financial interests.

16. Adoption of a City Council Resolution Authorizing the Submission of a Substantial Plan Amendment of Permanent Local Housing Allocation Funds

    The City is the recipient of funds from the Permanent Local Housing Allocation (PLHA) program, administered by the California Department of Housing and Community Development (HCD). The City has designated the funds for two specific categories: Category 6, which focuses on assisting individuals who are experiencing or at risk of homelessness and Category 8, which supports efforts to acquire and rehabilitate vacant or foreclosed homes and apartments. Staff is proposing to reallocate all funds from Category 8 to Category 6.

17. Adoption of a City Council Resolution Authorizing Execution of the First Amendment to Agreement with Western States Oil for Bulk Gasoline Services

    The City has various departments that require large quantities of fuel to carry out their responsibilities to maintain operations. The existing contract with Western States Oil (Agreement) for bulk gasoline expires on October 1, 2024. The amendment to the Agreement (First Amendment) proposes a six-month extension to the Agreement without changes to current contract pricing or terms.

18. Adoption of a City Council Resolution Allocating American Rescue Plan Act Funds to the Citywide Full Trash Capture Project and Authorizing the Negotiation and Execution of an Agreement With Revel Environmental Manufacturing

    The City has a requirement under Provision C.10 of the National Pollutant Discharge Elimination Systems Municipal Regional Stormwater Permit to ensure that lands that drain to storm drain inlets are equipped with Full Trash Capture Systems or are managed with trash capture discharge control actions equivalent to or better than full trash capture devices.

19. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consulting Services Agreement for Urban Forest Management and Tree Inventory Services

    The City proposes to enter into a consulting services agreement (Agreement) for urban forest management and tree inventory services with PlanItGeo, Inc. (PlanIt Geo).

20. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Contract for the Purchase of a Water Valve Turning Machine

    The City maintains a fleet of vehicles and equipment necessary for maintenance of the City's infrastructure, including a water valve turning machine that is over fourteen years old and needs replacement.

21. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for Meter Supplies with Badger Meter, Inc.

    The City's water system distributes potable water utilizing meters to approximately 19,640 residential, commercial, industrial, and institutional customers. Public Works crews maintain the water meters and purchase necessary supplies under an annual contract with Badger Meter (formerly National Meter and Automation) of Milwaukee, Wisconsin.

22. Adoption of a City Council Resolution Authorizing Execution of the Second Amendment to the Agreement with Western States Oil for Renewable Diesel

    The City requires diesel fuel for vehicles and equipment to maintain operations and provide service to the public. The existing contract for bulk renewable diesel expires on September 30, 2024. If approved, the resolution will authorize a six-month extension to the Agreement with Western States Oil without changes to current contract pricing or terms.

23. Adoption of a City Council Resolution Authorizing Execution of a Contract with BNO Builders for San Marco Median Renovation

    The City of Pittsburg Public Works Department is responsible for the maintenance care of medians and rights-of-way throughout the city. The City is proposing to execute a contract with BNO Builders (BNO) for renovating the landscape in the median along San Marco Boulevard.

24. Adoption of a Pittsburg Power Company Resolution Authorizing General Counsel to Execute Second Amendment to Outside Counsel Services Agreement with Cameron-Daniel, PC

    PPC General Counsel proposes a second amendment to an Outside Counsel Services Agreement with the law firm Cameron-Daniel PC, to increase the compensation to $225,000 for specialized legal services for municipal electric and gas utility initiatives.

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 OCTOBER 7, 2024

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

City Council Agency/Liaison/Subcommittee Assignments as of June 17, 2024

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

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
East Bay League of California Cities	Shanelle Scales-Preston / Jelani Killings Alternate	Standing	3rd Thursday		G. Evans
Los Medanos Health Advisory Committee	Shanelle Scales-Preston & 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)	Shanelle Scales-Preston & Angelica Lopez / Dionne Adams Alternate	Standing	Monthly		S. Albanese
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Dionne Adams Alternate	Standing	Quarterly		M. Aliotti

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
Budget Sustainability	Juan Banales & Jelani Killings	Ad Hoc	As needed		G. Evans
Community and Economic Development	Jelani Killings & Dionne Adams / 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 Bi-monthly	9:30 AM	J. Davis
Infrastructure and Transportation	Shanelle Scales-Preston & 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	Shanelle Scales-Preston & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Shanelle Scales-Preston & Angelica Lopez / Jelani Killings Alternate	Standing	1st Wednesday	5:30 PM	S. Albanese
Tobacco, Cannabis, Alcohol Policy Review	Shanelle Scales-Preston & 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

NATIONAL HISPANIC HERITAGE MONTH
September 15-October 15, 2024

WHEREAS, Hispanic Heritage Month is from September 15 to October 15 and is an annual celebration of the history and culture of the U.S. Latin and Hispanic communities; and

WHEREAS, the theme for 2024 is "Pioneers of Change: Shaping the Future Together"; and

WHEREAS, we celebrate this month to recognize the achievements and contributions of Hispanic American champions who have inspired others to achieve success that better our future; and

WHEREAS, the City of Pittsburg draws strength from the extraordinary diversity of its people; and

WHEREAS, this is a time to celebrate heritage, history, traditions, and cultural diversity of Hispanic Americans whose heritage is rooted in Spain and 19 countries and territories: Mexico, Guatemala, Honduras, El Salvador, Nicaragua, Costa Rica, Panama, Colombia, Venezuela, Ecuador, Peru, Bolivia, Paraguay, Chile, Argentina, Uruguay, Cuba, Puerto Rico, and the Dominican Republic; and

WHEREAS, the City of Pittsburg recognizes the importance of the influence and contributions of the Hispanic heritage and we are honored that it helps shape our community's future together.

NOW, THEREFORE, I, Juan Antonio Banales, on behalf of the City Council of the City of Pittsburg, do hereby proclaim the days of September 15 through October 15, 2024, as "National Hispanic Heritage Month" and encourage all residents to honor this observance with programs, activities, and ceremonies to learn and promote the Latino-Hispanic contributions.

Juan Antonio Banales, Mayor

Alice E. Evenson, City Clerk

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

Proclamation

CLEAN AIR DAY
OCTOBER 2, 2024

WHEREAS, air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affects the natural environment and air quality; and

WHEREAS, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our city; and

WHEREAS, everyone can play a role and education about air quality can raise community awareness, encourage our community to develop environmentally healthier habits, and improve our communities' health; and

WHEREAS, Pittsburg Unified School District (PUSD) will be hosting a California Clean Air Day Celebration Fair on October 2, 2024 that will be funded this year by the California Clean Air Day Microgrant program; and

WHEREAS, the City of Pittsburg is committed to the health of our community and support PUSD's efforts in hosting the annual California Clean Air Day Celebration Fair.

NOW, THEREFORE, I, Juan Antonio Banales, on behalf of the City Council of the City of Pittsburg, do hereby proclaim October 2, 2024, as "California Clean Air Day" in the City of Pittsburg and encourage all residents to participate in Clean Air Day.

Shanelle Scales-Preston, Mayor

Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the 2023-2024 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a "report card" that documents how well the City met its goals during the period of July 1, 2023 through June 30, 2024 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds.

FISCAL IMPACT

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

RECOMMENDATION

City Council open the public hearing, consider the 2023-2024 CAPER, receive testimony, close the public hearing, consider the public comments, and adopt the Resolution approving the 2023-2024 CAPER for submission to HUD.

BACKGROUND

HUD regulations require the City to submit the CAPER to report on the CDBG activities and programs undertaken during the Program Year. These activities were previously approved on May 15, 2023 by Resolution 23-14295 in the 2023-2024 Annual Action Plan.

The CAPER provides a concise summary of the CDBG funding available and expended in the Program Year. These monies funded activities and programs that address the priority

needs and specific objectives identified in the Contra Costa Consortium 2020-2025 Consolidated Plan (2020-2025 Consolidated Plan) and those that met the national objectives and community development goals.

As required, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2020-2025 Consolidated Plan. In addition, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and used for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives.

SUBCOMMITTEE FINDINGS

The CAPER for fiscal year 2023-2024 was discussed at the Life Enrichment Subcommittee meeting on August 21, 2024.

STAFF ANALYSIS

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

Activities undertaken during the Program Year consist of the following:

- $96,411 was expended by four (4) organizations funded under the Public Services category. The Public Service activities included programs providing meals for the homeless and low income persons, medical care for the homeless and people without medical insurance, and community gardens providing fresh produce to low income families. A total of 4,034 low income residents were served and 1,755 meals were served.

- $52,500 was expended towards Economic Development activities that provided job training and placement along with programs that assist micro-enterprises. Under this category, 38 people received job training and 3 were placed in administrative positions. In addition, 15 persons opened and expanded childcare services.

- $265,753 was expended towards Infrastructure and Public Facilities improvements that included installation of 22 curb ramps in target areas to improve accessibility.

- In Fiscal Year 2023-2024, two housing rehabilitation loans were granted under the Housing Rehabilitation Program. One loan was completed within the fiscal year, while the other carried over into Fiscal Year 2024-2025 due to the complexity of the rehabilitation project. A third loan was processed during Fiscal Year 2023-2024 but also carried over to the next fiscal year due to a delay in finalizing the loan documentation.

- $124,949 was expended for Program Administration and Planning.

The City utilized its CDBG funds to assist low to moderate income residents. The targeted total persons or households to be served were 1,967 during the Program Year. The year-end total number of persons or households served were 2,273. CDBG funds allow the City to create a more livable, better functioning, and attractive community for its residents.

As required, the public comment period commenced on August 30, 2024 and ended on September 16, 2024. Copies of the draft 2023-2024 CAPER were made available for review online on the City's website. Interested parties were encouraged to send comments on the draft 2023-2024 CAPER during the comment period.

ATTACHMENTS: Resolution
Draft CAPER

Report Prepared By: Ishani Rasanayagam, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the 2023-2024 Community)
Development Block Grant Consolidated) RESOLUTION NO. 24-
Annual Performance and Evaluation Report)

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

WHEREAS, the CAPER is a "report card" that documents how well the City met its goals during the period of July 1, 2023 through June 30, 2024 (Program Year) in helping low income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds; and

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

WHEREAS, these monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2020-2025 Consolidated Plan (2020-2025 Consolidated Plan) and those that met the national objectives and community development goals; and

WHEREAS, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2020-2025 Consolidated Plan; and

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

WHEREAS, the City complied with public participation requirements by soliciting comments and holding a public hearing on September 16, 2024; and

WHEREAS, the City will submit a final version of the CAPER, incorporating all public comments received to HUD on or before September 30, 2024

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the 2023-2024 CAPER.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

2023-2024

Community Development

Block Grant

Consolidated

Annual Performance

and Evaluation Report



City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Duns Number: 1979275128

SUBMITTED TO HUD ON SEPTEMBER 28, 2024

Public Review and Comment Period:

August 30– September 16, 2024

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This Consolidated Annual Performance and Evaluation Report (CAPER) covers the accomplishments under the Community Development Block Grant (CDBG) program for the period of July 1, 2023 to June 30, 2024 (Program Year). It is the City's goal to utilize CDBG funds to improve the quality of life for Pittsburg residents; especially the low and moderate income population.

Activities undertaken during the Program Year consists of the following:

- $96,410 was expended by four (4) agencies funded under the Public Services category. The Public Service activities included programs providing meals for the homeless and low income persons, medical care for the homeless and people without medical insurance, and community gardens providing fresh produce to low income families. A total of 4,034 low income residents were served and over 1,755 meals were served.

- $52,500 was expended by three (3) organizations funded under Economic Development. Activities included the provision of job training and placement along with programs that assist micro-enterprises. Under this category, 38 people received job training and 3 were placed in administrative positions. In addition, 15 persons opened and expanded childcare services

- $265,753 was expended towards Infrastructure and Public Facilities improvements. The projects included the construction of 22 ADA ramps. In addition, design for traffic mitigation and safety improvements along Crestview Drive is in progress. The design phase is complete and the project will be bid within the next few weeks

  Two housings rehabilitation loans were granted in fiscal Year 2023-2024 under the Housing Rehabilitation Loan program. One loan was completed within the fiscal year, while the other carried over into Fiscal Year 2024-2025 due to the complexity of the rehabilitation project. A third loan was processed during Fiscal Year 2023-2024 but also carried over to the next fiscal year due to a delay in obtaining the loan documents

  $124,949 was expended for Program Administration and Planning

The City utilized its CDBG funds to assist low to moderate income residents. The targeted total persons or households to be served were 1,967 during the Program Year. The year-end total number of persons or households actually served were 2,273. Additionally, the goal was to serve 1,500 meals, but 1,857 meals were actually provided. CDBG funds allow the City to create a more livable, better functioning, and attractive community for its residents.

Table 1 - Accomplishments - Program Year

Goal	Category	Funding	Outcome				
AH-3: Maintain and Preserve Affordable Housing	Affordable Housing		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Homeowner Housing Rehabilitated	3	1	Household Housing Unit	33.33 %
CD-1: General Public Services	Non-Housing Community Development		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Public service activities other than Low/Moderate Income Housing Benefit	3380	7689	Persons Assisted	227 %
CD-3: Youth	Non-Housing Community Development		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Public service activities other than Low/Moderate Income Housing Benefit	0	0	Persons Assisted	0 %
CD-6: Economic Development	Non-Housing Community Development		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Jobs created/retained	1	1	Jobs	100.00 %
			Businesses assisted	20	22	Businesses Assisted	110.00 %
CD-7: Infrastructure and Accessibility	Non-Housing Community Development		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	0	0	Persons Assisted	0 %
H-2:Homeless Prevention and Services (Non-Shelter)	Homeless		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Homelessness Prevention	0	0	Persons Assisted	0 %

Table 2 - Accomplishments - Strategic Plan to Date

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete
AH-1: Increase Affordable Rental Housing Supply	Affordable Housing	CDBG: $	Rental units constructed	Household Housing Unit	0	0	
AH-1: Increase Affordable Rental Housing Supply	Affordable Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	0	0	
AH-2: Increase Affordable Supportive Housing	Affordable Housing	CDBG: $	Rental units constructed	Household Housing Unit	0	0	
AH-2: Increase Affordable Supportive Housing	Affordable Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	0	0	
AH-3: Maintain and Preserve Affordable Housing	Affordable Housing	CDBG: $ / Successor Agency: $	Homeowner Housing Rehabilitated	Household Housing Unit	10	4	40%

AH-3: Maintain and Preserve Affordable Housing	Affordable Housing	CDBG: $ / Successor Agency: $	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	0	0	
CD-1: General Public Services	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3,380	4,030	113%
CD-2: Non-Homeless Special Needs	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	
CD-3: Youth	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	
CD-4: Fair Housing	Non-Housing Community Development	CDBG: $	Other	Other	20	26	130%
CD-5:Tenant/Landlord Counseling	Non-Housing Community Development	CDBG: $	Other	Other	45	92	204%
CD-6: Economic Development	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	4	8	200%
CD-6: Economic Development	Non-Housing Community Development	CDBG: $	Businesses assisted	Businesses Assisted	80	86	107%
CD-7: Infrastructure and Accessibility	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	11,645	5,500	47%
CD-8: Administration	Non-Housing Community Development	CDBG: $ / Successor Agency: $	Other	Other	$470,092	$470,092	100%

H-1: Permanent Housing for the Homeless	Homeless	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0	
H-1: Permanent Housing for the Homeless	Homeless	CDBG: $	Other	Other	0	0	

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

The 2020-2025 Consolidated Plan identifies a list of housing and community development needs. A Strategic Plan was produced to establish the priority of needs and objectives specific to Pittsburg. The objectives are intended to meet the identified priority needs. There were three priority needs category identified in the 2020-2025 Consolidated Plan:

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

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

CR-10 - Racial and Ethnic composition of families assisted

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

	CDBG
White	103
Black or African American	71
Asian	21
American Indian or American Native	4
Native Hawaiian or Other Pacific Islander	15
Total	**214**
Hispanic	96
Not Hispanic	118

Table 1 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Limited English Proficiency (LEP) - In order to better serve Pittsburg's LEP residents, the City has a Language Assistance Plan (LAP). The LAP was updated in 2017 to encourage involvement and participation by LEP persons in programs or activities that are HUD funded. According to the 2022 American Factfinder Community Survey, approximately 16% of Pittsburg's population is Asian. However, the individual percentages of the ethnicities that make up the Asian category are less than 5%, with the exception of the Filipino community. Hispanic

and Latino individuals make up 44% of the community. Staff solicits participation during the CAPER, Consolidated Plan and Annual Action Plan process by posting the public hearing notices in English, Spanish and Tagalog.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	657,401	617,684
Other	public - state	100,000	30,000

Table 2 - Resources Made Available

Narrative

The subrecipients fully utilized the funds allocated to them. However, the Infrastructure project—Road Safety Improvement—faced challenges, including delays in the design process and receiving non-qualifying bids. The project was re-bid, and a qualifying bidder was selected, with the bid receiving approval at the City Council meeting on August 5th, 2024.

Identify the geographic distribution and location of investments

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

Table 3 – Identify the geographic distribution and location of investments

Narrative

The City leverages Federal, State, and local resources to the greatest extent feasible to assists with the needs identified in the 2020-2025 Consolidated Plan.

The City's Police Department received the following grants which enables the City to carry out a wide range of community development activities directed toward revitalizing neighborhoods and developing viable urban communities by providing a suitable living environment for low- and moderate-income households.

- CHP Cannabis Tax Grant - $130,000
- Office of Traffic Safety - $130,000
- Bureau Justice Assistance - JAG - $34,380
- Board of State and Community Corrections – Officer Wellness and Mental Health Grant Program - $62,485
- Tobacco - $687,963 - funds one Police Officer for tobacco enforcement for a period of 36 months

The Police Department applied for the following grants and the decision from the granting authority is still pending.

- ABC (Alcohol Beverage Prevention and Education Enforcement) - $75,000
- OTS (Traffic Safety and Enforcement Programs) - $50,000 - $100,000
- Firehouse Subs - (purchase of additional AED - defibrillator units - $15,000 - $25,000

The City's Environmental Services Department received a grant of $16,032 for the administration of the Local Enforcement Agency (LEA) administered by the City. The grant covered staff time, equipment, and training. Additionally, the department has secured a total of $7,199,969 in grant funding for a range of projects. These funds are from the following sources:

- CalRecycle Local Enforcement Agency
- CalRecycle Used Oil
- CalRecycle SB 1383 OWR3
- CalRecycle Beverage Container Recycling Grant
- US EPA Brownfield Multipurpose
- Delta Conservancy Prop 68 Planning
- Delta Conservancy Climate, Access, Resilience (CAR) Grant
- MCE Rebates & CCTA grant funding (a)
  Charge!
- Energy Efficiency and Conservation Block Grant Program
- ECRG Round 1
- DOE Energy Efficiency & Conservation Block Grant Program
- Department of Boating & Waterways Pump Out Grant (Marina Division)

Funds are being utilized for initiatives such as the installation of EV chargers, the reduction of greenhouse gas (GHG) emissions, and efforts to enhance coastal resilience at the Marina, among other sustainability and environmental projects. A total of $3.3 Million was invested in the Railroad Avenue beautification projects recently completed, of which $2.9 million for improvements were funded by a Caltrans grant. This beautification project will directly impact underserved communities of color in Pittsburg. These improvements include a park and landscape improvements in underdeveloped open areas, repairs to aging street medians, and the creation of a natural walking corridor.

Leveraging

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

The City of Pittsburg's 5-Year Capital Improvement Program (CIP) is a multi-year planning instrument for construction of new facilities and infrastructure, and for the expansion, rehabilitation, or replacement of existing City-owned assets. The 5-Year CIP is developed by

City Staff and is adopted by the City Council as a guide for prioritization of various projects to accomplish community goals. The CIP is updated regularly to reflect changing priorities and funding availability, and to remove projects that have been completed.

This 5-Year CIP for Fiscal Year (FY) 2023/24 through FY 2027/28 includes 83 current or new projects with a total estimated cost of $511,848,524 for the benefit of the residents of Pittsburg, and projects proposed by Pittsburg Power Company at the Island Energy facility on Mare Island in Vallejo. Each of the proposed projects meets one or more of the following criteria:

- Elimination of potentially hazardous or unsafe conditions and potential liability
- Replacement of high-maintenance, inefficient or ineffective infrastructure
- Improvement to and/or creation of new services to the public
- Outside agency regulatory requirements and mandates
- Stimulation of the local economy/ elimination of blighted conditions
- Compliance with the City of Pittsburg General Plan
- Preservation of existing assets

The schedule and prioritization of CIP projects are based on available funding, public benefit, and funding restrictions. Staff has solicited comments from department management and other City staff to evaluate projects proposed for inclusion in the CIP. All of the projects on the list have been evaluated and ranked. Funding that is proposed for the projects listed are according to their priority ranking or available funding. Staff obtains funding projections and available funding for current and future projects from the City's Finance Department and applies them to the CIP accordingly. These projects will receive further evaluation in the next 5-Year CIP update planned for FY 2024/25.

CR-20 - Affordable Housing 91.520(b)

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

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 4 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0

	One-Year Goal	Actual
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	1
Number of households supported through Acquisition of Existing Units	0	1
Total	**3**	**2**

Table 5 – Number of Households Supported

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

In an effort to produce affordable housing, Pittsburg is part of the HOME Consortium with Contra Costa County. The purpose of the HOME program is to expand the supply of decent, safe, sanitary, and affordable housing for very low and low-income households. HOME funds may be used for projects to acquire, rehabilitate, and construct housing for lower-income households in the Consortium area. HOME funds cannot be used for half-way houses or student housing. HOME funds are typically only eligible for new HOME projects. Except in rare circumstances, it is not permissible to invest additional HOME funding during the HOME affordability term into a project that has previously been awarded funds. The HUD HOME term for new construction projects is 20 years and up to 15 years for acquisition/rehabilitation projects.

The City applied for and was awarded funds through the California Department of Housing and Community Development (HCD) Permanent Local Housing Allocation (PLHA) program. Part of the entitlement was used to purchase and rehabilitate a home that has been disposed to the Housing Authority of the City of Pittsburg to be leased to Section 8 participants whose household income is 60% AMI or lower.

Goals:

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

The Atchison Mixed-Use Development Project was mentioned in the CAPER for FY 2022-2023 since it was under construction. The development consists of 202 residential units and 13,669 square feet of commercial space and has 100 apartment units for very low-income households earning 50% of area median income (AMI) and 100 units for low-income households earning 70% of AMI. The remaining two units will be occupied by property managers. The ribbon cutting ceremony was held in April 2024 and almost all the units have since been leased. Apartment rents range from $1,085 to $1,867 for a studio; $1,162 to $1,995 for a one-bedroom unit; and $1,395 to $2,382 for a two-bedroom unit.

Another completed housing project is Beacon Villas, which features 55 units with rents set at 50% to 70% of AMI. All units are designated as affordable, and the project received its Certificate of Occupancy on September 22, 2023.

The City is preparing to issue a Request for Proposal (RFP) for the Bliss Avenue Development. This RFP includes that 25% of the 300 residential units be restricted to be affordable units.

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

Discuss how these outcomes will impact future annual action plans.

The City currently has a dedicated Coordinated Outreach Referral and Engagement (CORE) team. Managed by the County, CORE is a critical program that provides direct outreach and engagement services to unsheltered individuals. This program has a team of two staff members who are specifically assigned to serve the Pittsburg community. These staff members are available Monday through Friday, from 8:00 AM to 5:00 PM, ensuring consistent and reliable support for individuals in need. Their presence during these hours allows them to engage directly with the community, providing essential outreach services, connecting people with resources, and addressing urgent needs as they arise. Building on the program's success in 2023-2024, the City plans to use funds from the 2021 and 2022 PLHA entitlement to support a three-year contract with the CORE Program.

A portion of the Bliss Avenue project is designed to benefit low-income residents by increasing access to affordable housing. This initiative will provide housing options for individuals and families of various income levels; from those who may struggling to find affordable places to live to those who are able to afford market rate housing but do not want the maintenance responsibilities. By focusing on creating sustainable, quality homes, the project aims to address the housing needs in our community. The Bliss Avenue project not only helps residents secure stable, affordable housing but also contributes to the overall revitalization of the area, fostering a more inclusive and supportive neighborhood for all.

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

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	303	0
Low-income	94	0
Moderate-income	76	0
Total	**473**	**0**

Table 6 – Number of Households Served

Narrative Information

Fortunately, Pittsburg has its own Housing Authority that can help in meeting the needs for affordable housing. HUD requires that extremely low income (ELI) families make up at least 75% of the families admitted to the housing Choice Voucher (HCV) program during any given fiscal year. ELI families are those with annual income at or below 30% of the federal poverty level. Priority for housing is ranked as follows:

- Veterans who are residents of Pittsburg
- Employed citizens of Pittsburg
- Veterans who are nonresidents of Pittsburg
- Non Veterans/ Non Residents

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

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

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

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

4. **Pacific Community Services, Inc.** - a housing agency offering a range of supportive services including foreclosure prevention counseling, homeownership education, tenant and landlord rights information, homeless referrals, money management guidance, home management, and property care and maintenance

5. **Eden Council for Hope and Opportunity** - Promote equitable access to housing and offer support services to prevent homelessness and ensure permanent housing, fostering fairness and opportunities for all

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

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

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

The City continues to participate in the countywide effort to assist the homeless population by funding services that take proactive steps to implement the Continuum of Care strategy for the homeless. Pittsburg has a dedicated Coordinated Outreach Referral and Engagement (CORE) team. CORE teams served as an entry point into the coordinated entry system for unsheltered persons and work to identify, engage, stabilize and house chronically homeless individuals and families. They provide basic needs, supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to CARE Centers. The CORE staff have built trusting relationships with hard to reach clients. CORE staff have been able to link people to services and continue to coach and educate individuals and families on health, safety and sanitation. CORE teams also established connections with agencies to coordinate services and work together to support the homeless population. These partnerships helped to get individuals and families access to health, mental health, and dental services; connect individuals and families to shelters, and drug and detox programs. The CORE team also oversees an intake program, where every unsheltered individual they encounter is processed into a database. This database plays a crucial role in tracking and documenting the homeless population within the area. HUD relies on this information to assess the scope of homelessness in each county, which in turn directly influences the allocation of funding for homelessness services.

The City has its own homeless team which includes staff from various departments including the City Manager's Office, Police Department, Engineering, Public Works, Community and Economic Development, City Attorney's Office and Community Services. This team meets monthly to discuss current issues that are affecting its residents and businesses and the homeless population and sets strategies that can help the community as a whole. Police officers that are in direct contact with the homeless population provide food vouchers, clothing and in some cases, vouchers for lodging at a local motel. The Police Department also has a Mental Health Evaluation Team (MHET) staff to assist individuals who may be experiencing mental health crises.

The City is collaborating with Hope Solutions on the Village of Hope project at the Church of the Nazarene, Pittsburg property, offering a fully forgivable loan to support the initiative. This project plans to construct 14 to 17 housing units specifically for Transition Age Youth (TAY), providing critical support and stable housing for young adults transitioning out of foster care or facing homelessness. The project is set to commence in fiscal year 2024-2025.

Addressing the emergency shelter and transitional housing needs of homeless persons

CDBG funds were used for the St. Vincent De Paul RotaCare clinic that is operated at the St. Vincent De Paul facility in Pittsburg. This program not only offers free medical care but also serves as a daytime shelter for homeless families.

Loaves & Fishes is a feeding program funded by CDBG that offers hot meals for families. They provide breakfast and lunch packed in ready to go containers that provide homeless persons with fresh, nutritious meals.

The City also provides resources to the Shower Program conducted by the Bay Church, in partnership with St. Vincent de Paul, New Destiny Church, and Loaves and Fishes. This is a weekly event where the unhoused can receive a shower with free toiletries, new clothes, a haircut, and a free meal.

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

Contra Costa County's Coordinated Entry System (CES) allows service providers to efficiently and effectively connect people to interventions which aim to rapidly resolve their housing crisis. CES aims to help consumers with fewer roadblocks and fewer vulnerabilities obtain housing with short-term supports while connecting the highest needs, most vulnerable persons in the community to available housing and supportive services. CES is comprised of a variety of programs to serve those at-risk of homelessness, currently homeless, and formerly homeless people now housed in permanent supportive housing. The goal of CES it to move people from access points, and for those with higher needs, to housing services. The CES is has a prevention/diversion screening tool to be used by Contra Costa Crisis Center (2-1-1) and other crisis service entry points into our system to identify clients on the brink of homelessness and connect them to prevention and mainstream services. Clients are connected to prevention providers throughout the County.

AB 109 - Reentry: The CoC has two discharge plans for former inmates, the Reentry Strategic Plan and Realignment Plan. The Reentry Strategic Plan focuses on: 1) housing-focused discharge planning prior to release; 2) formalized pre-release planning that identifies service needs and connects prisoners with community-based service providers; and 3) enrollment in public benefits at least 90 days prior to release. Realignment Plan provides: 1) pre-release "reach-in" assessments, case management and referrals to housing resources, and 2) individualized treatment plans for mental health/substance abuse issues, linked with housing services. training, substance abuse treatment & childcare. Under AB109, probationers have five

days upon prison release to report to their Probation Officer (PO) to review their probation orders. At their initial meeting, the PO determines whether the individual received “custody” mental health services and/or was released with a 30 day supply of psychotropic medications. POs may then offer the individual a referral to Mental Health Services to be assessed for their voluntary continuation of medications and need for focused forensic case management services. There is also coordination with the Parole and Community Team (PACT), comprised of service providers, police & the California Department of Corrections Regional Parole Board, to link newly released ex-offenders with resources like housing, education, employment, job training, substance abuse treatment & childcare.

The St. Vincent de Paul’s RotaCare is a free medical clinic and received $25,000 of CDBG funds. This free medical clinic is staffed with a team of volunteer medical professionals including physicians, pharmacists, pharmacy technicians, nurses, health educators, bi-lingual translators, social workers, receptionists and administrative assistant. They provide medical care and preventative services to uninsured and low income residents of Pittsburg. They directly improved availability and access to health services and reduced health disparities for low income and underserved residents. A total of 371 people were assisted during this Program Year.

Continuation

Countywide Discharge Coordination Policy FOSTER CARE: When foster youth age out of the foster care system, the County links them to the Independent Living Skills Program (ILSP). ILSP includes workshops that prepare youth for emancipation (money management, education, computer skills, home management, and social skills), employment assistance, non-McKinney-Vento housing and retention services, and an individualized transition plan out of foster care. In addition, foster youth can elect to remain in foster care or return to care after emancipation (but before turning 21) to receive a two-year housing subsidy, which can be used in a market rate unit, student housing, or congregate living. This is a State program that all foster youth and former foster youth are able to access. HEALTH CARE: Hospital discharge protocol, adopted by the CoC and by all hospitals in the County, states: 1) Hospitals will not discharge people who are not ambulatory or not capable of caring for themselves; 2) prior to discharge, the hospital will seek a pre-discharge assessment from a Healthcare for the Homeless (HCH) nurse; 3) the HCH nurse will assess the viability of a respite placement and make a recommendation accordingly; 4) prior to discharge, the hospital will ensure that a patient has an appointment for follow-up medical care; 5) the hospital will discharge the patient with enough medications and/or supplies for at least 7 days; and 6) the hospital will ensure that the patient leaves with all of their belongings and is appropriately clothed. ALCOHOL AND OTHER DRUGS SERVICES 1.) AOD works in partnership with the Behavioral Health Benefits Unit to enroll clients in Medi-Cal immediately upon release from a facility. 2.) AOD works to reduce the early termination rate among formerly incarcerated individuals in Substance Use Disorder (SUD) treatment. Coupled with training, AOD continues to adapt program policies and procedures which support successful engagement of this population while adhering to regulatory State mandates. AOD continues to assist and encourage providers to develop/form/create linkages/agreements/MOUs

with primary care and mental health and housing for provision of services to AOD clients. A Housing Specialist is available at the Discovery House by the Homeless program to help clients prepare housing arrangements before discharge and support long-term recovery. MENTAL HEALTH: Clients treated by the County Behavioral Health Division are regularly reviewed for readiness and prepared for discharge into environments that provide stepped-down levels of care. The Department holds a weekly Bed Committee where all institutionalized consumer's discharge plans are prepared. Discharge planning responsibilities fall to the Clinic managers for those consumers currently receiving services and to the Mental Health Transition Team (consisting of managers, a psychiatrist, RNs, clinicians and peer providers) for those patients not otherwise connected to the County system. State hospitals discharge to Institutes for Mental Disease (IMD)/Skilled Nursing Facilities (SNF) and not to HUD CoC funded programs. Persons discharged from IMDs/SNFs are placed in Crisis Residential/Transitional Residential Services (CR/TRS), and those discharged from Acute Inpatient Facilities (AIFs) are released to appropriate settings, such as the Respite Center at the County's Adult Emergency Shelter. Those exiting CR/TRS are discharged to independent, shared or supported (e.g. Board & Care) housing. State Mental Health Services Act (MHSA) funds also pay for 79 housing units for homeless discharges with severe mental illness. RESPITE CENTER - Philip Dorn Respite Center in our neighboring city of Concord is a twenty-four (24) bed shelter for homeless adults who are leaving the hospital and have health care needs that cannot be met in the emergency shelter environment. This is a collaborative project with Health Care for the Homeless and local hospitals.

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

The biggest barrier to reducing the length of time individuals and families experience homelessness is the lack of affordable housing.

CHRONICALLY HOMELESS: The County's 2024 point-in-time count estimates that 2,843 people are staying in shelter beds or living outdoors on an average night in Contra Costa, compared to 2,372 in 2023, an increase of 471 more residents. On the night of the 2024 point-in-time count, there were 110 unsheltered people in Pittsburg compared to 58 in 2023.

Of the unsheltered population, 56% are between the ages of 25 - 54 and 61% are males and5% are veterans.

The City is partnering with Hope Solutions on the Village of Hope project at the Church of the Nazarene in Pittsburg by providing a fully forgivable loan. This initiative aims to build 14 to 17 housing units designed for Transition Age Youth (TAY), providing essential support and stable housing for young adults transitioning out of foster care or experiencing homelessness.

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

Actions taken to address the needs of public housing

The Housing Authority does not own any public housing. Instead, it provides rental subsidy to the maximum extent allowable through the Housing Voucher Program, also known as Section 8. Funding is awarded by the Federal government, through the Department of Housing and Urban Development, to subsidize low-income families with their rent and utilities. The number of families the Housing Authority is able to assist is determined by the annual contract contribution awarded. Factors in determining the number of units available to assist eligible families are based on average housing assistance payments and fair market rents established by HUD. With this in mind, for FY 2023-2024, the Housing Authority received $20,131,092.These funds were used to subsidize 955 Section 8 recipients and 185 Veterans Affairs Supportive Housing (VASH) vouchers.

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

The Housing Authority counsels clients who are interested in becoming homeowners by sharing information on the Homeownership Voucher Program. Eligible candidates are provided monthly mortgage subsidy upon the purchase of their first home. The Housing Authority uses its normal voucher program payment standard schedule to determine the amount of subsidy. The housing assistance payment (HAP) is the lesser of either the payment standard minus the total tenant payment or the family's monthly homeownership expenses minus the total tenant payment. The Housing Authority may make the HAP payment directly to the family or to the lender. In the fiscal year 2024-2025, the Housing Authority will be launching a pilot program to promote self-sufficiency among Section 8 residents, helping them transition out of the program and into home ownership.

In fiscal year 2024-2025, the Housing Authority will be launching a pilot program to promote self-sufficiency among Section 8 residents, helping them transition out of the program and into their own homes.

Actions taken to provide assistance to troubled PHAs

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

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

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

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

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

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

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

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

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

Facts about Lead Poisoning in Contra Costa County:

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

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

More than 63% of lead-poisoned children in Contra Costa have been under the age of 3 years. Most are one- and two-year olds.
Who's at Risk and Why?

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

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

The City will continue to protect residents from lead-based paint hazards in housing funded with CDBG funds by conforming to HUD regulations 24 CFR Part 35. This regulation addresses the need to reduce or eliminate lead-based paint hazards in federally owned housing and housing

receiving Federal funds. The City requires its subrecipients to agree to include requirements for compliance with this regulation. The City requires that recipients of homeowner rehabilitation funds sign HUD's Notification for Lead Based Paint and that any abatement required be included in the home's repairs.

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

Pittsburg employs a variety of strategies to help alleviate poverty in the city, including efforts to stimulate economic growth and job opportunities, and to provide residents with the skills and abilities required to take advantage of those opportunities. Pittsburg uses a portion of its CDBG funds to provide grants to non-profit organizations to operate the Public Service programs that serve the low- income population including the homeless in the community.

In particular, the City believes by funding economic development programs such as Contra Costa Child Care Council (CoCoKids), Opportunity Junction's Job Training and Placement, and Renaissance Entrepreneurship Center, which play instrumental roles in reducing the number of persons below the poverty line. This is done by providing the participants the resources needed to obtain the skills and training needed to be competitive in the job market or become qualified business owners.

Outside of CDBG funding, the City also funds the Future Build program, a pre-apprenticeship program providing East County residents with 16+ weeks of training in the building trades and solar theory, construction, and installation.

The Housing Authority is set to launch a pilot program aimed at promoting self-sufficiency among Section 8 residents, helping them transition out of the program and into homeownership. The City will collaborate with organizations to offer training and education that will improve the participants skillset, providing an opportunity to obtain a job or higher paying job. In addition, the City will collaborate with an organization to provide training in money management, eliminating credit card debt, saving for a down payment, and more.

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

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

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

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

The Contra Costa County Consortium jurisdictions work on strategies and actions designed to overcome identified impediments and eliminate problems of housing discrimination. The Contra Costa Interagency Council on Homelessness (CCICH) works with local jurisdictions, public and private agencies, the interfaith community, homeless advocacy groups, and other community organizations to help the CoC to alleviate homelessness. The majority of the City's goals and objectives within the 2020-2025 Consolidated Plan and Annual Action Plan are met through activities that are carried out by subrecipients that are primarily public and private agencies within the County, including non-profit organizations. There is ongoing concern about the long-term capacity of the non-profit community during these severe budgetary times and their ability to comply with often complex Federal regulations and requirements in implementing federally funded programs. Pittsburg will continue to support these agencies by providing technical assistance, helping to establish collaboration between agencies and with funding, when possible.

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

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

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

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

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

The AI not only identifies impediments to fair housing choice, but also makes recommendations to overcome the effects of those impediments and will serve as the basis for fair housing planning, providing essential information to staff, policy makers, housing providers, lenders, and fair housing advocates, and assisting with garnering community support for fair housing efforts. The most recent AI was completed and approved the Contra Costa County Consortium in June 2019.

CR-40 - Monitoring 91.220 and 91.230

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

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

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

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

Consistent with Federal requirements, a draft of the CAPER document was prepared and made available online on the City's website. A notice informing the public of the availability of the draft CAPER was published in English, Spanish and Tagalog in the East County Times on August 30, 2024. The notice was also displayed on the City's website during the public review period. Copies of the notices are attached to this report.

No comments were received during the comment period of August 30 through September 15, 2024 and during the City Council meeting on September 16, 2024.

CR-45 - CDBG 91.520(c)

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

There were no changes to Pittsburg's program objectives.

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

No

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

N/A

CR-45 - CDBG 91.520(c)

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

There were no changes to Pittsburg's program objectives.

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

No

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

N/A

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 7 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				

Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				
Other.	0				

Table 8 – Qualitative Efforts - Number of Activities by Program

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

TO: Mayor/Chair and Council/Governing Board Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of 1) a City Council Resolution Approving a Grant and Loan Agreement with Platinum Pittsburg LLC, Authorizing the City Manager to Negotiate and Execute Subsequent Documents to Carry Out the Grant and Loan Agreement, Allocating Funding from the American Rescue Pan Act, and Adopting an Economic Development Subsidy Report; and 2) Adoption of a Pittsburg Power Company Resolution Allocating Funding for the Loan

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City is proposing to enter into a Grant and Loan Agreement ("Agreement") that would authorize a City-funded loan of up to $1,500,000 ("Loan"), as well as a grant contribution of up to $599,999 ("Grant") to facilitate construction of the proposed 115-room Home 2 Suites Hotel ("Hotel") on a 2.09-acre site located at 2112 Loveridge Road (Assessor's Parcel No. 088-240-080; the "Project"). Pursuant to the Requirements of state law, the City has prepared and published an Economic Development Subsidy Report.

FISCAL IMPACT

As part of the proposed Agreement, the City would provide Platinum Pittsburg LLC ("Platinum") with a contribution equal to the maximum $599,999, so long as it is less than 2% of the total cost of the Project. The City would also provide a loan of up to $1,500,000, payable over a 30-year term, and carry an interest rate of 8%-12%.

The proposed funding of the Loan will come from the Pittsburg Power Company (PPC).

Staff anticipates the Project, once operational, would generate approximately $500,000 annually in transit occupancy tax ("TOT"), which would support the City's general fund.

RECOMMENDATION

Staff recommends the following actions:

1. City Council adopt the attached resolution approving the Agreement with Platinum Pittsburg LLC, authorizing the City Manager to negotiate and execute subsequent documents to carry out the terms of the Agreement, allocating from the American Rescue Plan Act (ARPA) up to $599,999 to fund the Grant, and adopting an Economic Development Subsidy Report; and

2. Governing Board of the PPC adopt the attached resolution allocating funding of up to $1,500,000 for the Loan.

BACKGROUND

On November 15, 2021, the City Council adopted Resolution No. 21-14011, approving a General Plan map amendment, use permit, and design review for the Project. On December 20, 2021, the City Council adopted Ordinance No. 21-14011, approving the rezoning of the property to facilitate the Project's development.

Pursuant to the requirements of Government Code Section 53083, the City has prepared and published an Economic Development Subsidy Report (Attachment 3).

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

As mentioned above, the proposed Agreement would authorize a grant contribution of up to $599,999, so long as it is less than 2% of the total cost of the Project, as well as a market rate loan of up to $1,500,000, to be repaid over a 30-year term, to facilitate the Project's construction.

As part of the proposed Agreement:

1. The Loan shall be evidenced by the executed Agreement and a Promissory Note, and secured by a recorded Deed of Trust.
2. The Loan shall include amounts of all City fees, including but not limited to fees for Building and Engineering permits. The remaining balance shall be provided to Platinum. For example, if City fees total $500,000, the Loan will be used to pay all City Fees first and the remaining balance of $1,000,000 will be disbursed to Platinum.
3. Interest shall accrue at commercially reasonable interest rates calculated on the unpaid principal outstanding. (Years 0-6: 8%; Years 7-30: 12%)
4. Platinum shall start making monthly principal and interest payments on the Loan commencing on the 1st day of the month and every 1st day of the month thereafter, beginning twenty-four (24) months after Fund Disbursement Date. If Platinum receives a certificate of occupancy and commences operation of a hotel within twenty-four (24) months following Fund Disbursement Date, the Monthly Payment Commencement Date shall be extended for twelve (12) months.
5. Platinum shall make all reasonable efforts to commence construction by December 31, 2024. If Platinum fails to commence construction on or before March 31, 2025,

the City shall have a right to terminate this Agreement and no further obligation to disburse any funds.
6. Platinum shall provide a personal guarantee equal to or greater than $1,500,000 prior to the disbursement of funds.

ATTACHMENTS:

1. City Council Resolution
2. Pittsburg Power Company Resolution
3. Economic Development Summary Report prepared pursuant to CGC 53083 (Exhibit A to Resolution)
4. Proposed Agreement

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving a Grant and Loan Agreement With Platinum Pittsburg LLC, Authorizing The City Manager to Negotiate and Execute Subsequent Documents to Carry Out the Grant and Loan Agreement, Allocating Funding from the American Rescue Pan Act, and Adopting an Economic Development Subsidy Report	)	RESOLUTION NO. 24-

WHEREAS, the City seeks to support high-quality development within Pittsburg; and

WHEREAS, the development of hotels provides lodging for visitors and benefits the financial state of the City through increases in property tax and transit occupancy tax (TOT); and

WHEREAS, Platinum proposes development of a 115-room Home 2 Suites by Hilton hotel product ("**Project**") at 2112 Loveridge Road in Pittsburg, Assessor's Parcel Number (APN) 088-240-080 ("**Property**"); and

WHEREAS, Platinum is seeking a privately-funded construction loan to complete development of the Project on the Property; and

WHEREAS, the City seeks to support development of the Project by providing a grant of funds as well as a loan with market rate interest to support construction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the Grant and Loan Agreement with Platinum Pittsburg LLC, as substantially presented to the City Council; and

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg authorizes the City Manager to negotiate and execute subsequent documents to carry out the Grant and Loan Agreement; and

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg allocates up to $599,999 of funding from the American Rescue Plan Act (ARPA) to cover the cost of the grant; and

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg hereby adopts the Economic Development Subsidy Report and finds that the report has been prepared pursuant to state law at California Government Code Section 53083.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

In the Matter of:

Allocating Funds for a Loan Agreement)
By and Between the City and Platinum) RESOLUTION NO. 24-
Pittsburg LLC)

WHEREAS, the Pittsburg Power Company (PPC) and the City seek to support high-quality development within the City of Pittsburg; and

WHEREAS, the development of hotels provides lodging for visitors and benefits the financial state of the City through increases in property tax and transit occupancy tax (TOT); and

WHEREAS, Platinum proposes development of a 115-room Home 2 Suites by Hilton hotel product ("Project") at 2112 Loveridge Road in Pittsburg, Assessor's Parcel Number (APN) 088-240-080 ("Property"); and

WHEREAS, Platinum is seeking a privately-funded construction loan to complete development of the Project on the Property; and

WHEREAS, the PPC seeks to support development of the Project by providing the funds for the loan with market rate interest.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby allocates an amount not to exceed One Million Five Hundred Thousand Dollars ($1,500,000).

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

ECONOMIC DEVELOPMENT SUBSIDY REPORT
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 53083
ON GRANT AND LOAN AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND PLATINUM PITTSBURG LLC

The following Summary Report has been prepared pursuant to California Government Code Section 53083. The report sets forth certain details of the Grant and Loan Agreement ("Agreement") between the following parties:

1. The City of Pittsburg ("City"), a municipal corporation; and

2. Platinum Pittsburg LLC, a California limited liability corporation ("Developer").

The Agreement requires the City to provide a development incentive to the Developer for the purpose of constructing a 115-room hotel ("Project"). The project is located at 2112 Loveridge Road (APN 088-240-080) in Pittsburg, CA.

The purpose of this Agreement is to effectuate economic development in the City. The purpose of this report is to provide the information required pursuant to Government Code Section 53083 in regard to the Agreement. This report shall remain available to the public and posted on the City's website until the economic development subsidy, as further described in section II, is fully distributed.

I. **Name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy:**

Platinum Pittsburg, LLC
800 E Central Texas Expy
Killeen, TX, 76541
Attention: Shahzad Ibrahim

II. Start and end dates and schedule, if applicable, for the economic 2 development subsidy:

The proposed economic development subsidy includes a one-time payment to Developer. The Agreement memorializing the incentive shall become effective upon execution. The Contribution (as defined in section III below) shall be placed by City into an escrow account at the time of Fund Disbursement. Contribution shall be released to Platinum within ten (10) business days of passing of the inspection of the entire foundation of the Project. In the event Platinum has not passed inspection of the entire foundation of the Project by June 30, 2025, (as such date may be extended by delays caused by Force Majeure, as defined below), City shall not be required to provide Contribution; however this deadline may be extended by the City Manager for a period(s) not to exceed six months.

III. Description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy:

The City is making economic incentive payments to facilitate the development of the Project and the operation of the hotel. The City agrees to provide Developer with a contribution equal to the maximum of Five Hundred Ninety-Nine Thousand Nine Hundred and Ninety-Nine Dollars ($599,999), so long as it is less than two percent (2%) of the total cost of the Project (the "**Contribution**").

IV. Statement of the public purposes for the economic development subsidy:

The Pittsburg City Council has determined that encouraging economic development, including private investment that involves creation of new jobs and income in the City, or the retention of existing jobs and income that would otherwise be lost or be unavailable to the residents of the City, is a valid exercise of its powers and provides an important public benefit and serves an important public purpose. By authorizing the City to enter into this Agreement, the City Council has determined that the benefits accruing as a result of the transactions contemplated by this Agreement, including, without limitation, (i) direct benefits such as the increase in hotel rooms near the industrial corridoors; (ii) increased meeting and convention activity; (iii) increased revenues from property, sales, and TOT taxes; (iii) enhanced economic opportunities generated by the development of a new hotel serving Pittsburg, and (iv) the provision of infrastructure to the City, together with the Developer's obligations in the Agreement represent fair consideration for all of the obligations to be undertaken by the City as contemplated in the Agreement.

Other important goals and objectives that are satisfied by the Project include generation of a substantial numbers of construction jobs and the potential increase in private investment as a result of the public investment in this Project. To this end, the Project has already warranted the development of a new Starbucks restaurant adjacent to the hotel. A Hilton Hone 2 Suites or comparable hotel brand would likely increase the number of visitors to the City, which will spend money on dining, retail andentertainment activities.

V. The projected tax revenue to the local agency as a result of the economic development subsidy:

The City expects to receive a significant increase in transient occupancy tax, property tax, permit fees, and community facilities district and lighting and landscaping district fees from the development of the Project. The anticipated revenues are summarized below:

1. Transient Occupancy Tax (TOT) – The current City TOT rate is 10% of room revenues. Based on the anticipated stabilized Average Daily Rate (ADR) and

an occupancy rate, the Project will generate approximately $500,000 annually in TOT.

2. Property Tax – Within the Site's Tax Rate Area, the City receives 18.33408% of the general property tax levy of 1.0% of assessed value, with the balance of the collected property taxes going to other taxing jurisdictions. At the anticipated level of value, the Project will generate approximately $50,000 in property tax annually.

3. Development Fees – The City's latest estimate indicated the Developer will pay over $600,000 total in permitting and impact fees (this includes the EBART CFD fee).

4. CFDs and LLD – The project will be required to annex into the Public Safety and Fire Safety community facilities districts (CFDs) as well as the City's existing Lighting and Landscaping District, and pay the annual cost(s) for these ongoing assessments.

VI. Job Creation:

The Project is projected to create the following number of temporary jobs during construction, and full-time and part-time jobs during operation:

Full-time jobs: 5-10
Part-time jobs: 10-15
Temporary construction jobs: 30-50

GRANT AND LOAN AGREEMENT
BY AND BETWEEN THE CITY OF PITTSBURG AND
PLATINUM PITTSBURG LLC
APN: 088-240-080

THIS GRANT AND LOAN AGREEMENT ("**Agreement**"), dated for reference purposes only as _____, 2024, ("**Agreement Date**") is entered into by and between the City of Pittsburg, a California municipal corporation (**"City**" or **"Lender"**), and Platinum Pittsburg LLC, a Delaware limited liability company (**"Platinum**" or "**Borrower**"). The effective date of this Agreement shall be the Agreement Date. City and Platinum are collectively referred to herein as the "**Parties**."

RECITALS

WHEREAS, the City seeks to support high-quality development within Pittsburg; and

WHEREAS, the development of hotels provides lodging for visitors and benefits the financial state of the City through increases in property tax and transit occupancy tax (TOT); and

WHEREAS, Platinum proposes development of a 115-room Home 2 Suites by Hilton hotel product ("**Project**") at 2112 Loveridge Road in Pittsburg, Assessor's Parcel Number (APN) 088-240-080 ("**Property**"); and

WHEREAS, Platinum is seeking a privately-funded construction loan to complete development of the Project on the Property; and

WHEREAS, the City seeks to support development of the Project by providing a grant of funds as well as a loan with market rate interest to support construction.

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

Section 1: City Financial Assistance

1.1 Loan. To assist in the acquisition of the Property and construction of the Project, City shall provide a loan in the total amount of One Million Five Hundred Thousand Dollars ($1,500,000) (the **"Pittsburg Loan"**). The Pittsburg Loan shall be evidenced by this Agreement once fully executed and a Promissory Note and secured by a recorded Deed of Trust (collectively, the "**Pittsburg Loan Documents**"). The secured Promissory Note ("**Note**") dated as of the Agreement Date and executed by Platinum and shall be secured by a Deed of Trust (the "**Deed of Trust**") which shall be recorded against the Property subject only to City's Permitted Exceptions. The term "**Permitted Exceptions**" shall mean:

(a) Liens for Taxes: Liens for general and special taxes, assessments, and other governmental charges that are not yet due and payable;

(b) Easements and Rights-of-Way: Easements, rights-of-way, and other similar encumbrances on the Property for utilities, access roads, and other services, provided that they do not materially interfere with the use or value of the Property for its intended purposes as set forth in the Project;

(c) Title Exceptions: Standard printed exceptions on the title insurance policy that are customary for properties of this nature and do not materially adversely affect the use or value of the Property;

(d) Existing Encumbrances: Any encumbrances or exceptions that were approved by the City in writing prior to the Agreement Date and that do not materially interfere with the planned acquisition and construction of the Project;

(e) Additional permitted Encumbrances: Any other encumbrances or exceptions that the City may consent to in writing, which consent shall not be unreasonably withheld, conditioned, or delayed, provided that such encumbrances or exceptions do not materially adversely affect the value or intended use of the Property for the Project;

(f) The first and second liens securing (1) construction financing and (2) permanent financing which refinances all of a part of such construction financing, as more particularly described in Section 1.5 below.

1.1.1 The Pittsburg Loan shall include amounts of all City fees, including but not limited to fees for Building and Engineering permits, which have accrued and are due as of the Fund Disbursement Date. The remaining balance shall be provided to Platinum. For illustrative purposes only, if City Fees total $500,000 as of the Fund Disbursement Date, the Pittsburg Loan will be used to pay all City Fees first and the remaining balance of $1,000,000 will be disbursed to Platinum.

1.2 Interest. Commencing on the Fund Disbursement Date, and continuing through the date that all indebtedness and other amounts payable under the Pittsburg Loan Documents are paid in full, interest shall accrue at commercially reasonable interest rates calculated on the unpaid principal outstanding.

The initial interest rate shall be as follows:

Years 0-6: 8%
Years 7-30: 12%

After year 1 of the Agreement Date of this Agreement the Parties shall meet and confer

regarding the appropriate market interest rate of the Pittsburg Loan. This shall not be construed as an obligation of the City or Platinum to change the interest rate of the Pittsburg Loan, but the City and Platinum shall coordinate in good faith to adjust the interest rate of the Pittsburg Loan to be close to the then current market interest rates. Notwithstanding the foregoing any changes to the interest rate are subject to the mutual agreement in writing by the City and Platinum.to change the interest rate of the Pittsburg Loan.

1.3. Term; Extension of Term. The term of the Pittsburg Loan shall commence upon the Fund Disbursement Date and shall be amortized over 30 years ("**Maturity Date**"). Notwithstanding the foregoing, the City shall have the right to accelerate the Maturity Date and declare all sums under the Pittsburg Loan Documents due and payable upon the occurrence of an Event of Default.

1.4 Repayment. Platinum shall start making monthly principal and interest payments on the Pittsburg Loan to the City commencing on the 1st day of the month and every 1st day of the month thereafter, beginning twenty-four (24) months after Fund Disbursement Date ("**Monthly Payment Commencement Date**") and shall continue making such monthly payments until the Maturity Date. Platinum's monthly payment of principal and interest of Twelve Thousand Nine Hundred Ninety-Three Dollars and 60/100 ($12,993.60) (**"Monthly Payment")** shall continue for Forty-Eight (48) months, then change to Seventeen Thousand Six Hundred Seventeen Dollars and 93/100 ($17,617.93) for Two Hundred Eighty-Eight (288) Months. The repayment structure as described in Section 1.4 is attached to this Agreement as Exhibit A.

1.4.1 If Platinum receives a certificate of occupancy and commences operation of a hotel within twenty-four (24) months following Fund Disbursement Date, the Monthly Payment Commencement Date shall be extended for twelve (12) months. Platinum shall start making monthly principal and interest payments to the City, commencing on the 1st day of the month and every 1st day of the month thereafter, following thirty-six (36) months after the Fund Disbursement Date ("**Monthly Payment Commencement Date**") and shall continue making such monthly payments until the Maturity Date. Platinum's monthly payment of principal and interest of Fourteen Thousand Twenty-Nine Dollars and 61/100 ($14,029.61) (**"Monthly Payment")** shall continue for Thirty-Six (36) months, then change to Nineteen Thousand Twenty-Two Dollars and 65/100 ($19,022.65) for Two Hundred Eighty-Eight (288) Months. The repayment structure as described in Section 1.4.1 is attached to this Agreement as Exhibit B.

1.4.2 If Platinum has diligently pursued the project and has not commenced operation of a hotel within twenty-four (24) months, the City Manager may, in the sole discretion of the City, extend the Monthly Payment Commencement Date for an amount of time not-to-exceed twelve (12) months if Platinum has not ceased construction activities for a period of more than 30 days for any reason other than if caused by Force Majeure, as defined below.

1.4.3 Any monthly payments of principal and interest on the Pittsburg Loan that is made more than ten (10) days after it is due shall be charged a five percent (5.00%) late fee.

1.5 Security. As security for repayment of the Pittsburg Loan, Platinum shall execute a Deed of Trust (the "**Deed of Trust**") in favor of City as beneficiary pursuant to which City shall be provided a lien against Platinum's interest in the Property and the Project. The Deed of Trust shall be dated as of the date the Pittsburg Loan Documents are executed and recorded in the Official Records of the County of Contra Costa.

1.5.1 Subordination. The Pittsburg Loan shall only be subordinated to the following outside financing:

A. Platinum's privately funded construction loan ("**Private Loan**") and/or private permanent financing ("**Permanent Financing**").
B. Property Assessed Clean Energy ("PACE") financing. For purpose of clarity, a PACE loan may be the only loan allowed to be placed as the second lien ahead of Pittsburg Loan.

No other subordination is permissible without written approval of the City and an executed subordination agreement, City's Permitted Exceptions and such liens and encumbrances as City shall approve in writing. The City shall coordinate with Platinum and execute documents reasonably required by the applicable lenders to show that the Pittsburg Loan is subordinate to the Private Loan / Permanent Financing and Pace financing, if applicable. The City will consider other requests for subordination but is not obligated to approve such requests.

1.6 Prepayment. Platinum may prepay the Pittsburg Loan at any time and from time to time, without penalty or premium, provided that any prepayment of principal must be accompanied by interest accrued but unpaid to the date of prepayment. Prepayments shall be applied first to accrued but unpaid interest and then to principal.

1.7 Conditions Precedent to Pittsburg Loan. City's obligation to fund the Pittsburg Loan is conditioned upon the satisfaction of all of the following conditions:

1.7.1 Platinum's execution and delivery to City of all Pittsburg Loan Documents;

1.7.2 Recordation of the Deed of Trust in the Official Record of the County of Contra Costa;

1.7.3 Platinum's delivery to the City of evidence of property and liability insurance coverage. Further, Platinum shall provide the City with reasonable documentation related to payment, fund control, and performance/completion bonds in accordance with the requirements of Platinum's construction lender. City shall reserve the right to review and place additional reasonable requirements on

performance/completion bonds.

1.7.4 No material adverse change as determined by City in its reasonable judgment shall have occurred in the condition of the Property or the Project or in the financial or other condition of Platinum since the Agreement Date.

1.7.5 Platinum's delivery to City of each of the following: (i) certificate of good standing, certified by the Delaware Secretary of State indicating that Platinum is properly organized and authorized to do business in the State of Delaware, (ii) the requisite certified certificate of qualification issued by the California Secretary of State, indicating that Platinum is authorized to do business in the State of California, including being registered with California Secretary of State as foreign entity (iii) a certified resolution indicating that Platinum has authorized this transaction and that the persons executing the City Documents on behalf of Platinum have been duly authorized to do so, and (iv) certified copy of Platinum's articles of organization and bylaws;

1.7.6 If requested by the City, Platinum shall facilitate discussions between the City and Private Loan lender to the satisfaction of the City, including a meeting in advance of providing Pittsburg Loan; and

1.7.7 If requested by the City, Platinum shall disclose all reasonable financial information reasonably related to construction of the Project as reasonably requested by and to the satisfaction of the City; and

1.7.8 City's reasonable inspection of final construction Private Loan documents, including conditions to fund; and

1.7.9 In the event the Project is transitioned to a non-Hilton Hotels brand product, unpaid principal balance and all interest and other sums accrued up to that point in time under the Note shall be due and payable within 10 months.

1.8 No Obligation to Fund Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to provide any grant or loan funding if any of the following circumstances occur:

1.8.1 The failure of any of Platinum's material representations and warranties made in this Agreement or in connection with the Pittsburg Loan to be true and correct in all material respects;

1.8.2 The termination of this Agreement by mutual written agreement of the Parties;

1.8.3 The occurrence of an Event of Default under the Pittsburg Loan Documents, which remain uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Default under any Pittsburg Loan Documents. City

may terminate this Agreement at any time prior to Pittsburg Loan Disbursement.

1.9 Due on Sale or Encumbrance. Unless City agrees otherwise in writing, the entire unpaid principal balance and all interest and other sums accrued up to that point in time under the Pittsburg Loan Documents shall be due and payable upon the transfer of all or any part of Platinum's interest in the Property or Project without the City's written consent, except as otherwise permitted pursuant to this Agreement.

1.9.1 The Pittsburg Loan shall be due and payable, as provided herein, upon any sale of the Project and/or Property.

1.9.2 In the event Platinum refinances its Private Loan or Permanent Financing, the repayment of which is secured, directly or indirectly by the Property or the Project, Platinum shall, upon the closing of the first such refinance, use 50% of the Net Private Loan Proceeds to pay down the balance of the Pittsburg Loan, until such time as the Pittsburg Loan is paid in full.

For purposes hereof, "Net Private Loan Proceeds" shall mean the total proceeds available to Platinum under any refinancing, less the amounts required to pay off the loans being refinanced, all customary and necessary closing costs and fees.

1.10 Additional Obligations of Platinum.

1.10.1 Platinum shall make all reasonable efforts to commence construction by December 31, 2024. Commencement of construction shall include a signed notice to proceed provided to the general contractor. Notwithstanding any other provision to the contrary, if Platinum fails to commence construction on or before March 31, 2025 ("**Outside Construction Start Date**"), the City shall have a right to terminate this Agreement and no further obligation to disburse any funds.

1.10.2 Platinum shall provide a personal guarantee to the satisfaction of the City of value equal to or greater than $1,500,000 prior to the disbursement of funds ("**Personal Guarantee**"). The Personal Guarantee shall only remain in place for the duration of construction and shall be terminated, voided, and released upon six (6) months of the hotel opening for business to the public.

1.10.3 In the event Platinum ceases pursuing the Project after receiving the Pittsburg Loan and Contribution and before obtaining a certificate of occupancy for the completed Project, Platinum shall:

1.10.3.1 Sell the Project and Property only to a buyer approved by the City, which approval shall not be unreasonable withheld;

1.10.3.2 Sell Project and Property to any qualified buyer chosen by the City, upon terms agreeable to by City and Platinum;

1.10.3.3 Release any Hilton brand territorial claims for hotel development in the City of Pittsburg to such qualified buyer to facilitate development of the Property and Project; and

1.10.3.4 Release any restrictions on use of plans for future developers of the Property and Project (e.g., intellectual property of plans, exclusive rights, etc.).

1.10.4 Platinum shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with failure to pay prevailing wages or comply with the prevailing wage law. This indemnification obligation shall survive the termination of this Agreement. In the event it is determined all or any portion of the project is subject to prevailing wage, Platinum shall be solely responsible for paying prevailing wage, and any penalty or assessment.

1.10.5 Platinum shall ensure all property taxes are paid in full. Property taxes shall be kept current for the duration of the Pittsburg Loan.

1.11 City Grant Contribution. City agrees to provide Platinum with a grant contribution equal to the maximum of Five Hundred Ninety-Nine Thousand, Nine Hundred Ninety-Nine Dollars ($599,999), so long as it is less than two percent (2%) of the total cost of the Project (the "**Contribution**"). The Contribution shall be placed by City into an escrow account at the time of Fund Disbursement. Contribution shall be released to Platinum within ten (10) business days of passing of the inspection of the entire foundation of the Project. In the event Platinum has not passed inspection of the entire foundation of the Project by June 30, 2025, (as such date may be extended by delays caused by Force Majeure, as defined below), City shall not be required to provide Contribution; however, this deadline may be extended by the City Manager for a period(s) not to exceed six months.

1.12 Fund Disbursement. Fund disbursement shall not occur until Platinum has performed all actions necessary to determine all fees and that all fees are paid in order to obtain Building permit(s). The Fund Disbursement date shall be the date that the Building permit(s) is issued ("**Fund Disbursement Date**"). Upon the Fund Disbursement Date, the City shall fund the amount of the fees required to obtain the Building Permit(s) and the rest of the Pittsburg Loan will be deposited into an escrow account at the time that the construction loan is closed, as coordinated by City, Platinum, and Platinum's construction lender, in a manner reasonably acceptable to the City and such construction lender. All Pittsburg Loan proceeds shall be paid out of the escrow account based on construction draws and other customary draw requirements as the City and such construction lender reasonably agree.

1.13 City Oversight.

1.13.1 City may participate in ongoing construction management meetings between developer and contractor at City's discretion. Platinum shall provide City with a schedule of all meetings reasonably in advance of meetings.

1.13.2 Platinum shall provide updates from Private Loan lender's third-party fund control/construction monitor (e.g., Tetra Tech) promptly after receiving updates from the monitor.

1.13.3 Platinum shall make all reasonable efforts to facilitate transfer of information deemed necessary from City in its sole discretion from primary construction lender to City or City's agent; and

1.13.4 Platinum shall disclose all financial information related to construction of the Project within ten (10) business days as requested by and to the satisfaction of the City upon request.

Section 2: Schedule of Performance.

Platinum shall perform all actions and obligations identified in the Schedule of Performance as set forth in Exhibit C of this Agreement. Failure to comply shall be deemed as an Event of Default.

Section 3: Default

3.1 Events of Default. Each of the following events will constitute an event of default ("**Event of Default**") under this Agreement if Platinum fails to cure such default after thirty (30) days from the written notice issued by the City regarding such default:

3.1.1 Agreement/Promissory Note Default. Platinum's material breach of any other promise or obligation in this Agreement, the Promissory Note, or in any other instrument now or hereafter securing the indebtedness evidenced by this Agreement.

3.1.2 False Representations. Any material representation or disclosure made to City by Platinum in this Agreement that proves to be false or misleading in any way.

3.1.3 Bankruptcy. The filing by or against Platinum of a voluntary or involuntary petition in bankruptcy or the adjudication of Platinum as bankrupt or insolvent, or the filing of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or the seeking or consenting to or acquiescing in the appointment of any trustee, receiver, liquidator of Platinum or any substantial part of or all of the property of Platinum, and if any such proceeding is not dismissed within sixty (60) days; the Platinum is named in any such proceeding and the same is not

dismissed within one hundred twenty (120) days.

3.2 Remedies. Upon the occurrence of any Event of Default, in addition to its other rights under the Pittsburg Loan Documents, at law, or in equity, City may exercise any one or more of the following rights and remedies without prior demand:

3.3.1 Acceleration. City may declare the outstanding principal balance of the Pittsburg Loan, all interest accrued thereon, if any, and all other sums owing to City immediately due and payable; and

3.3.2 Foreclosure. City may foreclose under the Deed of Trust, subject to the required subordination of the City's Deed of Trust.

3.3.3 Proceed as Authorized at Law or in Equity. City may proceed as authorized at law or in equity with respect to the Event of Default, and in connection with that, remain entitled to exercise all other rights and remedies.

Section 4: Miscellaneous Provisions

4.1 Notices. All notices, requests and demands given to, or made upon, any party to this Agreement shall be deemed to have been given or made when properly deposited in the U.S. mail and addressed as follows:

If to Borrower:
Platinum Pittsburg, LLC
800 E Central Texas Expy
Killeen, TX, 76541
Attention: Shahzad Ibrahim
Email: shaneibrahim123@gmail.com
Phone: (707) 529-4252

With copy(ies) to :
Real Estate Law Corporation
1001 G Street, Suite 300
Sacramento, CA 95814
Attention: Shawn Dhillon, Esq.
Email: shawn@realestatelawcorp.com
Phone: (916) 767-0000

If to City:
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Manager

With copy(ies) to:
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Attorney

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: Dir. of Community and Economic Development

or to such other addresses as the parties may designate by notice as set forth above.

4.2 Successors and Assigns. This Agreement (i) may not be assigned by Platinum without the written consent of the City to anyone other than to an entity which is controlled by all or any of the principals of Platinum, (ii) may be assigned by City, at its sole option, and (iii) shall be binding on all successors and assigns of Parties.

4.3 Attorneys' Fees. If any action is instituted by City to enforce this Agreement or to collect any sums due hereunder, City shall be entitled to collect from Platinum all costs and expenses of such action, including, but not limited to, reasonable attorneys' fees.

4.4 Severability. If a court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby, and all other provisions of this Agreement shall remain in full force and effect.

4.5 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

4.6 Governing Law. The laws of the State of California shall govern this Agreement.

4.7 Joint and Several Liability. Platinum consists of more than one person, each of whom is jointly and severally liable to City for the performance of this Agreement.

4.8 Amendment. This Agreement may not be changed orally, but only by an amendment in writing signed by Parties.

4.9 Counterparts; Fax or Email Transmission. This Amendment may be executed in two or more identical counterparts, and may be delivered by fax or email transmission in addition to the other forms of delivery of notices acceptable under the terms of the Agreement.

4.10 Entire Agreement. The Agreement embodies the entire understanding between City and Platinum with respect to its subject matter and can be changed only by an instrument in writing signed by City and Platinum.

4.11 Force Majeure.

(a) *Definition of Force Majeure Event*. For the purposes of this Agreement, "Force Majeure Event" shall mean any event or circumstance beyond the reasonable

control of Platinum, including but not limited to:

- Acts of God, such as earthquakes, floods, hurricanes, tornadoes, or other natural disasters;
- Fire, explosion, or other catastrophic events;
- War, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest;
- Governmental actions, orders, laws, regulations, or restrictions, including changes in laws or regulations that materially impact the Project;
- Strikes, labor disputes, lockouts, or other industrial disturbances;
- Epidemics, pandemics, or other public health emergencies;
- Unanticipated shortages or unavailability of labor, materials, or equipment;
- Delays caused by utilities or other third-party service providers;
- Any other cause beyond the reasonable control of the Platinum.

(b) *Notice and Obligations*. In the event of a Force Majeure Event, Platinum shall: (i) Provide written notice to the City as soon as reasonably practicable, specifying the nature and extent of the Force Majeure Event and its expected impact on the development timeline; and (ii) Use reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement as soon as reasonably practicable.

(c) *Extension of Timelines.* Upon the occurrence of a Force Majeure Event, the development timelines and any other performance obligations of Platinum under this Agreement shall be extended for a period equal to the duration of the Force Majeure Event, plus a reasonable recovery period thereafter. Such extension shall be deemed granted without penalty or liability to Platinum.

(d) *No Waiver.* The City acknowledges that the occurrence of a Force Majeure Event shall not constitute a breach of this Agreement by Platinum, nor shall it entitle the City to claim damages or seek any other remedy under this Agreement, provided that Platinum complies with the notice and mitigation obligations set forth herein.

IN WITNESS WHEREOF, this Agreement is executed by City and Platinum as of the Effective Date.

City:	**Platinum:**
City of Pittsburg, a California municipal corporation	Platinum Pittsburg LLC, a Delaware limited liability company
By: _____	By: _____
Name: Garrett Evans	Name: Shahzad Ibrahim
Its: City Manager	Its: Manager

Reviewed as to Form:

_____
Donna Mooney, City Attorney

Exhibit A
Repayment Schedule-24 Months Deferral

Phase	Year	Period #	Rate	Total Payment	Interest	Principal	Balance
No Payment Phase	**Year 1**	1	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		2	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		3	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		4	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		5	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		6	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		7	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		8	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		9	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		10	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		11	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		12	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
	Year 2	13	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		14	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		15	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		16	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		17	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		18	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		19	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		20	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		21	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		22	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		23	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		24	8.00%	$ -	$ 10,000.00	$ -	$ 1,740,000.00
Amortization Period on	**Year 3**	25	8.00%	$ 12,993.60	$ 11,600.00	$ 1,393.60	$ 1,738,606.40
		26	8.00%	$ 12,993.60	$ 11,590.71	$ 1,402.89	$ 1,737,203.51

8.00% Rate		27	8.00%	$ 12,993.60	$ 11,581.36	$ 1,412.24	$ 1,735,791.26
		28	8.00%	$ 12,993.60	$ 11,571.94	$ 1,421.66	$ 1,734,369.61
		29	8.00%	$ 12,993.60	$ 11,562.46	$ 1,431.14	$ 1,732,938.47
		30	8.00%	$ 12,993.60	$ 11,552.92	$ 1,440.68	$ 1,731,497.79
		31	8.00%	$ 12,993.60	$ 11,543.32	$ 1,450.28	$ 1,730,047.51
		32	8.00%	$ 12,993.60	$ 11,533.65	$ 1,459.95	$ 1,728,587.56
		33	8.00%	$ 12,993.60	$ 11,523.92	$ 1,469.68	$ 1,727,117.88
		34	8.00%	$ 12,993.60	$ 11,514.12	$ 1,479.48	$ 1,725,638.40
		35	8.00%	$ 12,993.60	$ 11,504.26	$ 1,489.34	$ 1,724,149.05
		36	8.00%	$ 12,993.60	$ 11,494.33	$ 1,499.27	$ 1,722,649.78
	Year 4	37	8.00%	$ 12,993.60	$ 11,484.33	$ 1,509.27	$ 1,721,140.51
		38	8.00%	$ 12,993.60	$ 11,474.27	$ 1,519.33	$ 1,719,621.18
		39	8.00%	$ 12,993.60	$ 11,464.14	$ 1,529.46	$ 1,718,091.72
		40	8.00%	$ 12,993.60	$ 11,453.94	$ 1,539.66	$ 1,716,552.06
		41	8.00%	$ 12,993.60	$ 11,443.68	$ 1,549.92	$ 1,715,002.14
		42	8.00%	$ 12,993.60	$ 11,433.35	$ 1,560.25	$ 1,713,441.89
		43	8.00%	$ 12,993.60	$ 11,422.95	$ 1,570.65	$ 1,711,871.24
		44	8.00%	$ 12,993.60	$ 11,412.47	$ 1,581.13	$ 1,710,290.11
		45	8.00%	$ 12,993.60	$ 11,401.93	$ 1,591.67	$ 1,708,698.45
		46	8.00%	$ 12,993.60	$ 11,391.32	$ 1,602.28	$ 1,707,096.17
		47	8.00%	$ 12,993.60	$ 11,380.64	$ 1,612.96	$ 1,705,483.21
		48	8.00%	$ 12,993.60	$ 11,369.89	$ 1,623.71	$ 1,703,859.50
	Year 5	49	8.00%	$ 12,993.60	$ 11,359.06	$ 1,634.54	$ 1,702,224.96
		50	8.00%	$ 12,993.60	$ 11,348.17	$ 1,645.43	$ 1,700,579.53
		51	8.00%	$ 12,993.60	$ 11,337.20	$ 1,656.40	$ 1,698,923.12
		52	8.00%	$ 12,993.60	$ 11,326.15	$ 1,667.45	$ 1,697,255.68
		53	8.00%	$ 12,993.60	$ 11,315.04	$ 1,678.56	$ 1,695,577.11
		54	8.00%	$ 12,993.60	$ 11,303.85	$ 1,689.75	$ 1,693,887.36
		55	8.00%	$ 12,993.60	$ 11,292.58	$ 1,701.02	$ 1,692,186.34

		56	8.00%	$ 12,993.60	$ 11,281.24	$ 1,712.36	$ 1,690,473.98
		57	8.00%	$ 12,993.60	$ 11,269.83	$ 1,723.77	$ 1,688,750.21
		58	8.00%	$ 12,993.60	$ 11,258.33	$ 1,735.27	$ 1,687,014.94
		59	8.00%	$ 12,993.60	$ 11,246.77	$ 1,746.83	$ 1,685,268.11
		60	8.00%	$ 12,993.60	$ 11,235.12	$ 1,758.48	$ 1,683,509.63
	Year 6	61	8.00%	$ 12,993.60	$ 11,223.40	$ 1,770.20	$ 1,681,739.43
		62	8.00%	$ 12,993.60	$ 11,211.60	$ 1,782.00	$ 1,679,957.42
		63	8.00%	$ 12,993.60	$ 11,199.72	$ 1,793.88	$ 1,678,163.54
		64	8.00%	$ 12,993.60	$ 11,187.76	$ 1,805.84	$ 1,676,357.70
		65	8.00%	$ 12,993.60	$ 11,175.72	$ 1,817.88	$ 1,674,539.81
		66	8.00%	$ 12,993.60	$ 11,163.60	$ 1,830.00	$ 1,672,709.81
		67	8.00%	$ 12,993.60	$ 11,151.40	$ 1,842.20	$ 1,670,867.61
		68	8.00%	$ 12,993.60	$ 11,139.12	$ 1,854.48	$ 1,669,013.13
		69	8.00%	$ 12,993.60	$ 11,126.75	$ 1,866.85	$ 1,667,146.28
		70	8.00%	$ 12,993.60	$ 11,114.31	$ 1,879.29	$ 1,665,266.99
		71	8.00%	$ 12,993.60	$ 11,101.78	$ 1,891.82	$ 1,663,375.17
		72	8.00%	$ 12,993.60	$ 11,089.17	$ 1,904.43	$ 1,661,470.74
Amortization Period on 12.00% Rate	**Year 7**	73	12.00%	$ 17,617.93	$ 16,614.71	$ 1,003.23	$ 1,660,467.51
		74	12.00%	$ 17,617.93	$ 16,604.68	$ 1,013.26	$ 1,659,454.25
		75	12.00%	$ 17,617.93	$ 16,594.54	$ 1,023.39	$ 1,658,430.86
		76	12.00%	$ 17,617.93	$ 16,584.31	$ 1,033.63	$ 1,657,397.23
		77	12.00%	$ 17,617.93	$ 16,573.97	$ 1,043.96	$ 1,656,353.27
		78	12.00%	$ 17,617.93	$ 16,563.53	$ 1,054.40	$ 1,655,298.87
		79	12.00%	$ 17,617.93	$ 16,552.99	$ 1,064.95	$ 1,654,233.92
		80	12.00%	$ 17,617.93	$ 16,542.34	$ 1,075.60	$ 1,653,158.33
		81	12.00%	$ 17,617.93	$ 16,531.58	$ 1,086.35	$ 1,652,071.97
		82	12.00%	$ 17,617.93	$ 16,520.72	$ 1,097.21	$ 1,650,974.76
		83	12.00%	$ 17,617.93	$ 16,509.75	$ 1,108.19	$ 1,649,866.57
		84	12.00%	$ 17,617.93	$ 16,498.67	$ 1,119.27	$ 1,648,747.30

	Year 8	85	12.00%	$ 17,617.93	$ 16,487.47	$ 1,130.46	$ 1,647,616.84
		86	12.00%	$ 17,617.93	$ 16,476.17	$ 1,141.77	$ 1,646,475.08
		87	12.00%	$ 17,617.93	$ 16,464.75	$ 1,153.18	$ 1,645,321.89
		88	12.00%	$ 17,617.93	$ 16,453.22	$ 1,164.72	$ 1,644,157.18
		89	12.00%	$ 17,617.93	$ 16,441.57	$ 1,176.36	$ 1,642,980.81
		90	12.00%	$ 17,617.93	$ 16,429.81	$ 1,188.13	$ 1,641,792.69
		91	12.00%	$ 17,617.93	$ 16,417.93	$ 1,200.01	$ 1,640,592.68
		92	12.00%	$ 17,617.93	$ 16,405.93	$ 1,212.01	$ 1,639,380.67
		93	12.00%	$ 17,617.93	$ 16,393.81	$ 1,224.13	$ 1,638,156.54
		94	12.00%	$ 17,617.93	$ 16,381.57	$ 1,236.37	$ 1,636,920.17
		95	12.00%	$ 17,617.93	$ 16,369.20	$ 1,248.73	$ 1,635,671.44
		96	12.00%	$ 17,617.93	$ 16,356.71	$ 1,261.22	$ 1,634,410.22
	Year 9	97	12.00%	$ 17,617.93	$ 16,344.10	$ 1,273.83	$ 1,633,136.39
		98	12.00%	$ 17,617.93	$ 16,331.36	$ 1,286.57	$ 1,631,849.82
		99	12.00%	$ 17,617.93	$ 16,318.50	$ 1,299.44	$ 1,630,550.38
		100	12.00%	$ 17,617.93	$ 16,305.50	$ 1,312.43	$ 1,629,237.95
		101	12.00%	$ 17,617.93	$ 16,292.38	$ 1,325.56	$ 1,627,912.39
		102	12.00%	$ 17,617.93	$ 16,279.12	$ 1,338.81	$ 1,626,573.58
		103	12.00%	$ 17,617.93	$ 16,265.74	$ 1,352.20	$ 1,625,221.38
		104	12.00%	$ 17,617.93	$ 16,252.21	$ 1,365.72	$ 1,623,855.66
		105	12.00%	$ 17,617.93	$ 16,238.56	$ 1,379.38	$ 1,622,476.29
		106	12.00%	$ 17,617.93	$ 16,224.76	$ 1,393.17	$ 1,621,083.11
		107	12.00%	$ 17,617.93	$ 16,210.83	$ 1,407.10	$ 1,619,676.01
		108	12.00%	$ 17,617.93	$ 16,196.76	$ 1,421.17	$ 1,618,254.84
	Year 10	109	12.00%	$ 17,617.93	$ 16,182.55	$ 1,435.39	$ 1,616,819.45
		110	12.00%	$ 17,617.93	$ 16,168.19	$ 1,449.74	$ 1,615,369.71
		111	12.00%	$ 17,617.93	$ 16,153.70	$ 1,464.24	$ 1,613,905.47
		112	12.00%	$ 17,617.93	$ 16,139.05	$ 1,478.88	$ 1,612,426.59
		113	12.00%	$ 17,617.93	$ 16,124.27	$ 1,493.67	$ 1,610,932.92

		114	12.00%	$ 17,617.93	$ 16,109.33	$ 1,508.61	$ 1,609,424.32
		115	12.00%	$ 17,617.93	$ 16,094.24	$ 1,523.69	$ 1,607,900.63
		116	12.00%	$ 17,617.93	$ 16,079.01	$ 1,538.93	$ 1,606,361.70
		117	12.00%	$ 17,617.93	$ 16,063.62	$ 1,554.32	$ 1,604,807.38
		118	12.00%	$ 17,617.93	$ 16,048.07	$ 1,569.86	$ 1,603,237.52
		119	12.00%	$ 17,617.93	$ 16,032.38	$ 1,585.56	$ 1,601,651.96
		120	12.00%	$ 17,617.93	$ 16,016.52	$ 1,601.42	$ 1,600,050.54
	Year 11	121	12.00%	$ 17,617.93	$ 16,000.51	$ 1,617.43	$ 1,598,433.12
		122	12.00%	$ 17,617.93	$ 15,984.33	$ 1,633.60	$ 1,596,799.51
		123	12.00%	$ 17,617.93	$ 15,968.00	$ 1,649.94	$ 1,595,149.57
		124	12.00%	$ 17,617.93	$ 15,951.50	$ 1,666.44	$ 1,593,483.13
		125	12.00%	$ 17,617.93	$ 15,934.83	$ 1,683.10	$ 1,591,800.03
		126	12.00%	$ 17,617.93	$ 15,918.00	$ 1,699.93	$ 1,590,100.10
		127	12.00%	$ 17,617.93	$ 15,901.00	$ 1,716.93	$ 1,588,383.16
		128	12.00%	$ 17,617.93	$ 15,883.83	$ 1,734.10	$ 1,586,649.06
		129	12.00%	$ 17,617.93	$ 15,866.49	$ 1,751.44	$ 1,584,897.61
		130	12.00%	$ 17,617.93	$ 15,848.98	$ 1,768.96	$ 1,583,128.66
		131	12.00%	$ 17,617.93	$ 15,831.29	$ 1,786.65	$ 1,581,342.01
		132	12.00%	$ 17,617.93	$ 15,813.42	$ 1,804.51	$ 1,579,537.49
	Year 12	133	12.00%	$ 17,617.93	$ 15,795.37	$ 1,822.56	$ 1,577,714.93
		134	12.00%	$ 17,617.93	$ 15,777.15	$ 1,840.79	$ 1,575,874.15
		135	12.00%	$ 17,617.93	$ 15,758.74	$ 1,859.19	$ 1,574,014.96
		136	12.00%	$ 17,617.93	$ 15,740.15	$ 1,877.79	$ 1,572,137.17
		137	12.00%	$ 17,617.93	$ 15,721.37	$ 1,896.56	$ 1,570,240.61
		138	12.00%	$ 17,617.93	$ 15,702.41	$ 1,915.53	$ 1,568,325.08
		139	12.00%	$ 17,617.93	$ 15,683.25	$ 1,934.68	$ 1,566,390.39
		140	12.00%	$ 17,617.93	$ 15,663.90	$ 1,954.03	$ 1,564,436.36
		141	12.00%	$ 17,617.93	$ 15,644.36	$ 1,973.57	$ 1,562,462.79
		142	12.00%	$ 17,617.93	$ 15,624.63	$ 1,993.31	$ 1,560,469.49

		143	12.00%	$ 17,617.93	$ 15,604.69	$ 2,013.24	$ 1,558,456.25
		144	12.00%	$ 17,617.93	$ 15,584.56	$ 2,033.37	$ 1,556,422.87
	Year 13	145	12.00%	$ 17,617.93	$ 15,564.23	$ 2,053.71	$ 1,554,369.17
		146	12.00%	$ 17,617.93	$ 15,543.69	$ 2,074.24	$ 1,552,294.93
		147	12.00%	$ 17,617.93	$ 15,522.95	$ 2,094.99	$ 1,550,199.94
		148	12.00%	$ 17,617.93	$ 15,502.00	$ 2,115.94	$ 1,548,084.00
		149	12.00%	$ 17,617.93	$ 15,480.84	$ 2,137.09	$ 1,545,946.91
		150	12.00%	$ 17,617.93	$ 15,459.47	$ 2,158.47	$ 1,543,788.44
		151	12.00%	$ 17,617.93	$ 15,437.88	$ 2,180.05	$ 1,541,608.39
		152	12.00%	$ 17,617.93	$ 15,416.08	$ 2,201.85	$ 1,539,406.54
		153	12.00%	$ 17,617.93	$ 15,394.07	$ 2,223.87	$ 1,537,182.67
		154	12.00%	$ 17,617.93	$ 15,371.83	$ 2,246.11	$ 1,534,936.57
		155	12.00%	$ 17,617.93	$ 15,349.37	$ 2,268.57	$ 1,532,668.00
		156	12.00%	$ 17,617.93	$ 15,326.68	$ 2,291.25	$ 1,530,376.74
	Year 14	157	12.00%	$ 17,617.93	$ 15,303.77	$ 2,314.17	$ 1,528,062.57
		158	12.00%	$ 17,617.93	$ 15,280.63	$ 2,337.31	$ 1,525,725.27
		159	12.00%	$ 17,617.93	$ 15,257.25	$ 2,360.68	$ 1,523,364.58
		160	12.00%	$ 17,617.93	$ 15,233.65	$ 2,384.29	$ 1,520,980.30
		161	12.00%	$ 17,617.93	$ 15,209.80	$ 2,408.13	$ 1,518,572.16
		162	12.00%	$ 17,617.93	$ 15,185.72	$ 2,432.21	$ 1,516,139.95
		163	12.00%	$ 17,617.93	$ 15,161.40	$ 2,456.54	$ 1,513,683.42
		164	12.00%	$ 17,617.93	$ 15,136.83	$ 2,481.10	$ 1,511,202.31
		165	12.00%	$ 17,617.93	$ 15,112.02	$ 2,505.91	$ 1,508,696.40
		166	12.00%	$ 17,617.93	$ 15,086.96	$ 2,530.97	$ 1,506,165.43
		167	12.00%	$ 17,617.93	$ 15,061.65	$ 2,556.28	$ 1,503,609.15
		168	12.00%	$ 17,617.93	$ 15,036.09	$ 2,581.84	$ 1,501,027.31
	Year 15	169	12.00%	$ 17,617.93	$ 15,010.27	$ 2,607.66	$ 1,498,419.65
		170	12.00%	$ 17,617.93	$ 14,984.20	$ 2,633.74	$ 1,495,785.91
		171	12.00%	$ 17,617.93	$ 14,957.86	$ 2,660.08	$ 1,493,125.83

		172	12.00%	$ 17,617.93	$ 14,931.26	$ 2,686.68	$ 1,490,439.16
		173	12.00%	$ 17,617.93	$ 14,904.39	$ 2,713.54	$ 1,487,725.61
		174	12.00%	$ 17,617.93	$ 14,877.26	$ 2,740.68	$ 1,484,984.94
		175	12.00%	$ 17,617.93	$ 14,849.85	$ 2,768.09	$ 1,482,216.85
		176	12.00%	$ 17,617.93	$ 14,822.17	$ 2,795.77	$ 1,479,421.08
		177	12.00%	$ 17,617.93	$ 14,794.21	$ 2,823.72	$ 1,476,597.36
		178	12.00%	$ 17,617.93	$ 14,765.97	$ 2,851.96	$ 1,473,745.40
		179	12.00%	$ 17,617.93	$ 14,737.45	$ 2,880.48	$ 1,470,864.92
		180	12.00%	$ 17,617.93	$ 14,708.65	$ 2,909.29	$ 1,467,955.63
	Year 16	181	12.00%	$ 17,617.93	$ 14,679.56	$ 2,938.38	$ 1,465,017.25
		182	12.00%	$ 17,617.93	$ 14,650.17	$ 2,967.76	$ 1,462,049.49
		183	12.00%	$ 17,617.93	$ 14,620.49	$ 2,997.44	$ 1,459,052.05
		184	12.00%	$ 17,617.93	$ 14,590.52	$ 3,027.41	$ 1,456,024.64
		185	12.00%	$ 17,617.93	$ 14,560.25	$ 3,057.69	$ 1,452,966.95
		186	12.00%	$ 17,617.93	$ 14,529.67	$ 3,088.27	$ 1,449,878.69
		187	12.00%	$ 17,617.93	$ 14,498.79	$ 3,119.15	$ 1,446,759.54
		188	12.00%	$ 17,617.93	$ 14,467.60	$ 3,150.34	$ 1,443,609.20
		189	12.00%	$ 17,617.93	$ 14,436.09	$ 3,181.84	$ 1,440,427.36
		190	12.00%	$ 17,617.93	$ 14,404.27	$ 3,213.66	$ 1,437,213.69
		191	12.00%	$ 17,617.93	$ 14,372.14	$ 3,245.80	$ 1,433,967.90
		192	12.00%	$ 17,617.93	$ 14,339.68	$ 3,278.26	$ 1,430,689.64
	Year 17	193	12.00%	$ 17,617.93	$ 14,306.90	$ 3,311.04	$ 1,427,378.60
		194	12.00%	$ 17,617.93	$ 14,273.79	$ 3,344.15	$ 1,424,034.45
		195	12.00%	$ 17,617.93	$ 14,240.34	$ 3,377.59	$ 1,420,656.86
		196	12.00%	$ 17,617.93	$ 14,206.57	$ 3,411.37	$ 1,417,245.50
		197	12.00%	$ 17,617.93	$ 14,172.45	$ 3,445.48	$ 1,413,800.02
		198	12.00%	$ 17,617.93	$ 14,138.00	$ 3,479.93	$ 1,410,320.08
		199	12.00%	$ 17,617.93	$ 14,103.20	$ 3,514.73	$ 1,406,805.35
		200	12.00%	$ 17,617.93	$ 14,068.05	$ 3,549.88	$ 1,403,255.47

		201	12.00%	$ 17,617.93	$ 14,032.55	$ 3,585.38	$ 1,399,670.09
		202	12.00%	$ 17,617.93	$ 13,996.70	$ 3,621.23	$ 1,396,048.85
		203	12.00%	$ 17,617.93	$ 13,960.49	$ 3,657.45	$ 1,392,391.41
		204	12.00%	$ 17,617.93	$ 13,923.91	$ 3,694.02	$ 1,388,697.39
	Year 18	205	12.00%	$ 17,617.93	$ 13,886.97	$ 3,730.96	$ 1,384,966.43
		206	12.00%	$ 17,617.93	$ 13,849.66	$ 3,768.27	$ 1,381,198.16
		207	12.00%	$ 17,617.93	$ 13,811.98	$ 3,805.95	$ 1,377,392.20
		208	12.00%	$ 17,617.93	$ 13,773.92	$ 3,844.01	$ 1,373,548.19
		209	12.00%	$ 17,617.93	$ 13,735.48	$ 3,882.45	$ 1,369,665.74
		210	12.00%	$ 17,617.93	$ 13,696.66	$ 3,921.28	$ 1,365,744.46
		211	12.00%	$ 17,617.93	$ 13,657.44	$ 3,960.49	$ 1,361,783.97
		212	12.00%	$ 17,617.93	$ 13,617.84	$ 4,000.09	$ 1,357,783.88
		213	12.00%	$ 17,617.93	$ 13,577.84	$ 4,040.10	$ 1,353,743.78
		214	12.00%	$ 17,617.93	$ 13,537.44	$ 4,080.50	$ 1,349,663.28
		215	12.00%	$ 17,617.93	$ 13,496.63	$ 4,121.30	$ 1,345,541.98
		216	12.00%	$ 17,617.93	$ 13,455.42	$ 4,162.51	$ 1,341,379.47
	Year 19	217	12.00%	$ 17,617.93	$ 13,413.79	$ 4,204.14	$ 1,337,175.33
		218	12.00%	$ 17,617.93	$ 13,371.75	$ 4,246.18	$ 1,332,929.15
		219	12.00%	$ 17,617.93	$ 13,329.29	$ 4,288.64	$ 1,328,640.50
		220	12.00%	$ 17,617.93	$ 13,286.41	$ 4,331.53	$ 1,324,308.97
		221	12.00%	$ 17,617.93	$ 13,243.09	$ 4,374.84	$ 1,319,934.13
		222	12.00%	$ 17,617.93	$ 13,199.34	$ 4,418.59	$ 1,315,515.53
		223	12.00%	$ 17,617.93	$ 13,155.16	$ 4,462.78	$ 1,311,052.75
		224	12.00%	$ 17,617.93	$ 13,110.53	$ 4,507.41	$ 1,306,545.35
		225	12.00%	$ 17,617.93	$ 13,065.45	$ 4,552.48	$ 1,301,992.87
		226	12.00%	$ 17,617.93	$ 13,019.93	$ 4,598.01	$ 1,297,394.86
		227	12.00%	$ 17,617.93	$ 12,973.95	$ 4,643.99	$ 1,292,750.87
		228	12.00%	$ 17,617.93	$ 12,927.51	$ 4,690.43	$ 1,288,060.45
	Year 20	229	12.00%	$ 17,617.93	$ 12,880.60	$ 4,737.33	$ 1,283,323.12

		230	12.00%	$ 17,617.93	$ 12,833.23	$ 4,784.70	$ 1,278,538.41
		231	12.00%	$ 17,617.93	$ 12,785.38	$ 4,832.55	$ 1,273,705.86
		232	12.00%	$ 17,617.93	$ 12,737.06	$ 4,880.88	$ 1,268,824.99
		233	12.00%	$ 17,617.93	$ 12,688.25	$ 4,929.68	$ 1,263,895.30
		234	12.00%	$ 17,617.93	$ 12,638.95	$ 4,978.98	$ 1,258,916.32
		235	12.00%	$ 17,617.93	$ 12,589.16	$ 5,028.77	$ 1,253,887.55
		236	12.00%	$ 17,617.93	$ 12,538.88	$ 5,079.06	$ 1,248,808.49
		237	12.00%	$ 17,617.93	$ 12,488.08	$ 5,129.85	$ 1,243,678.64
		238	12.00%	$ 17,617.93	$ 12,436.79	$ 5,181.15	$ 1,238,497.49
		239	12.00%	$ 17,617.93	$ 12,384.97	$ 5,232.96	$ 1,233,264.53
		240	12.00%	$ 17,617.93	$ 12,332.65	$ 5,285.29	$ 1,227,979.24
	Year 21	241	12.00%	$ 17,617.93	$ 12,279.79	$ 5,338.14	$ 1,222,641.10
		242	12.00%	$ 17,617.93	$ 12,226.41	$ 5,391.52	$ 1,217,249.58
		243	12.00%	$ 17,617.93	$ 12,172.50	$ 5,445.44	$ 1,211,804.14
		244	12.00%	$ 17,617.93	$ 12,118.04	$ 5,499.89	$ 1,206,304.25
		245	12.00%	$ 17,617.93	$ 12,063.04	$ 5,554.89	$ 1,200,749.35
		246	12.00%	$ 17,617.93	$ 12,007.49	$ 5,610.44	$ 1,195,138.91
		247	12.00%	$ 17,617.93	$ 11,951.39	$ 5,666.55	$ 1,189,472.37
		248	12.00%	$ 17,617.93	$ 11,894.72	$ 5,723.21	$ 1,183,749.16
		249	12.00%	$ 17,617.93	$ 11,837.49	$ 5,780.44	$ 1,177,968.71
		250	12.00%	$ 17,617.93	$ 11,779.69	$ 5,838.25	$ 1,172,130.47
		251	12.00%	$ 17,617.93	$ 11,721.30	$ 5,896.63	$ 1,166,233.84
		252	12.00%	$ 17,617.93	$ 11,662.34	$ 5,955.60	$ 1,160,278.24
	Year 22	253	12.00%	$ 17,617.93	$ 11,602.78	$ 6,015.15	$ 1,154,263.09
		254	12.00%	$ 17,617.93	$ 11,542.63	$ 6,075.30	$ 1,148,187.78
		255	12.00%	$ 17,617.93	$ 11,481.88	$ 6,136.06	$ 1,142,051.73
		256	12.00%	$ 17,617.93	$ 11,420.52	$ 6,197.42	$ 1,135,854.31
		257	12.00%	$ 17,617.93	$ 11,358.54	$ 6,259.39	$ 1,129,594.92
		258	12.00%	$ 17,617.93	$ 11,295.95	$ 6,321.99	$ 1,123,272.93

		259	12.00%	$ 17,617.93	$ 11,232.73	$ 6,385.21	$ 1,116,887.73
		260	12.00%	$ 17,617.93	$ 11,168.88	$ 6,449.06	$ 1,110,438.67
		261	12.00%	$ 17,617.93	$ 11,104.39	$ 6,513.55	$ 1,103,925.12
		262	12.00%	$ 17,617.93	$ 11,039.25	$ 6,578.68	$ 1,097,346.44
		263	12.00%	$ 17,617.93	$ 10,973.46	$ 6,644.47	$ 1,090,701.97
		264	12.00%	$ 17,617.93	$ 10,907.02	$ 6,710.92	$ 1,083,991.05
	Year 23	265	12.00%	$ 17,617.93	$ 10,839.91	$ 6,778.02	$ 1,077,213.03
		266	12.00%	$ 17,617.93	$ 10,772.13	$ 6,845.80	$ 1,070,367.22
		267	12.00%	$ 17,617.93	$ 10,703.67	$ 6,914.26	$ 1,063,452.96
		268	12.00%	$ 17,617.93	$ 10,634.53	$ 6,983.41	$ 1,056,469.56
		269	12.00%	$ 17,617.93	$ 10,564.70	$ 7,053.24	$ 1,049,416.32
		270	12.00%	$ 17,617.93	$ 10,494.16	$ 7,123.77	$ 1,042,292.55
		271	12.00%	$ 17,617.93	$ 10,422.93	$ 7,195.01	$ 1,035,097.54
		272	12.00%	$ 17,617.93	$ 10,350.98	$ 7,266.96	$ 1,027,830.58
		273	12.00%	$ 17,617.93	$ 10,278.31	$ 7,339.63	$ 1,020,490.95
		274	12.00%	$ 17,617.93	$ 10,204.91	$ 7,413.03	$ 1,013,077.92
		275	12.00%	$ 17,617.93	$ 10,130.78	$ 7,487.16	$ 1,005,590.77
		276	12.00%	$ 17,617.93	$ 10,055.91	$ 7,562.03	$ 998,028.74
	Year 24	277	12.00%	$ 17,617.93	$ 9,980.29	$ 7,637.65	$ 990,391.09
		278	12.00%	$ 17,617.93	$ 9,903.91	$ 7,714.02	$ 982,677.07
		279	12.00%	$ 17,617.93	$ 9,826.77	$ 7,791.16	$ 974,885.91
		280	12.00%	$ 17,617.93	$ 9,748.86	$ 7,869.08	$ 967,016.83
		281	12.00%	$ 17,617.93	$ 9,670.17	$ 7,947.77	$ 959,069.06
		282	12.00%	$ 17,617.93	$ 9,590.69	$ 8,027.24	$ 951,041.82
		283	12.00%	$ 17,617.93	$ 9,510.42	$ 8,107.52	$ 942,934.30
		284	12.00%	$ 17,617.93	$ 9,429.34	$ 8,188.59	$ 934,745.71
		285	12.00%	$ 17,617.93	$ 9,347.46	$ 8,270.48	$ 926,475.23
		286	12.00%	$ 17,617.93	$ 9,264.75	$ 8,353.18	$ 918,122.05
		287	12.00%	$ 17,617.93	$ 9,181.22	$ 8,436.71	$ 909,685.34

		288	12.00%	$ 17,617.93	$ 9,096.85	$ 8,521.08	$ 901,164.26
	Year 25	289	12.00%	$ 17,617.93	$ 9,011.64	$ 8,606.29	$ 892,557.96
		290	12.00%	$ 17,617.93	$ 8,925.58	$ 8,692.36	$ 883,865.61
		291	12.00%	$ 17,617.93	$ 8,838.66	$ 8,779.28	$ 875,086.33
		292	12.00%	$ 17,617.93	$ 8,750.86	$ 8,867.07	$ 866,219.26
		293	12.00%	$ 17,617.93	$ 8,662.19	$ 8,955.74	$ 857,263.52
		294	12.00%	$ 17,617.93	$ 8,572.64	$ 9,045.30	$ 848,218.22
		295	12.00%	$ 17,617.93	$ 8,482.18	$ 9,135.75	$ 839,082.46
		296	12.00%	$ 17,617.93	$ 8,390.82	$ 9,227.11	$ 829,855.35
		297	12.00%	$ 17,617.93	$ 8,298.55	$ 9,319.38	$ 820,535.97
		298	12.00%	$ 17,617.93	$ 8,205.36	$ 9,412.57	$ 811,123.40
		299	12.00%	$ 17,617.93	$ 8,111.23	$ 9,506.70	$ 801,616.70
		300	12.00%	$ 17,617.93	$ 8,016.17	$ 9,601.77	$ 792,014.93
	Year 26	301	12.00%	$ 17,617.93	$ 7,920.15	$ 9,697.79	$ 782,317.14
		302	12.00%	$ 17,617.93	$ 7,823.17	$ 9,794.76	$ 772,522.38
		303	12.00%	$ 17,617.93	$ 7,725.22	$ 9,892.71	$ 762,629.67
		304	12.00%	$ 17,617.93	$ 7,626.30	$ 9,991.64	$ 752,638.03
		305	12.00%	$ 17,617.93	$ 7,526.38	$ 10,091.55	$ 742,546.48
		306	12.00%	$ 17,617.93	$ 7,425.46	$ 10,192.47	$ 732,354.01
		307	12.00%	$ 17,617.93	$ 7,323.54	$ 10,294.39	$ 722,059.61
		308	12.00%	$ 17,617.93	$ 7,220.60	$ 10,397.34	$ 711,662.28
		309	12.00%	$ 17,617.93	$ 7,116.62	$ 10,501.31	$ 701,160.96
		310	12.00%	$ 17,617.93	$ 7,011.61	$ 10,606.33	$ 690,554.64
		311	12.00%	$ 17,617.93	$ 6,905.55	$ 10,712.39	$ 679,842.25
		312	12.00%	$ 17,617.93	$ 6,798.42	$ 10,819.51	$ 669,022.74
	Year 27	313	12.00%	$ 17,617.93	$ 6,690.23	$ 10,927.71	$ 658,095.03
		314	12.00%	$ 17,617.93	$ 6,580.95	$ 11,036.98	$ 647,058.05
		315	12.00%	$ 17,617.93	$ 6,470.58	$ 11,147.35	$ 635,910.69
		316	12.00%	$ 17,617.93	$ 6,359.11	$ 11,258.83	$ 624,651.86

		317	12.00%	$ 17,617.93	$ 6,246.52	$ 11,371.42	$ 613,280.45
		318	12.00%	$ 17,617.93	$ 6,132.80	$ 11,485.13	$ 601,795.32
		319	12.00%	$ 17,617.93	$ 6,017.95	$ 11,599.98	$ 590,195.34
		320	12.00%	$ 17,617.93	$ 5,901.95	$ 11,715.98	$ 578,479.36
		321	12.00%	$ 17,617.93	$ 5,784.79	$ 11,833.14	$ 566,646.21
		322	12.00%	$ 17,617.93	$ 5,666.46	$ 11,951.47	$ 554,694.74
		323	12.00%	$ 17,617.93	$ 5,546.95	$ 12,070.99	$ 542,623.75
		324	12.00%	$ 17,617.93	$ 5,426.24	$ 12,191.70	$ 530,432.06
	Year 28	325	12.00%	$ 17,617.93	$ 5,304.32	$ 12,313.61	$ 518,118.44
		326	12.00%	$ 17,617.93	$ 5,181.18	$ 12,436.75	$ 505,681.69
		327	12.00%	$ 17,617.93	$ 5,056.82	$ 12,561.12	$ 493,120.57
		328	12.00%	$ 17,617.93	$ 4,931.21	$ 12,686.73	$ 480,433.85
		329	12.00%	$ 17,617.93	$ 4,804.34	$ 12,813.60	$ 467,620.25
		330	12.00%	$ 17,617.93	$ 4,676.20	$ 12,941.73	$ 454,678.52
		331	12.00%	$ 17,617.93	$ 4,546.79	$ 13,071.15	$ 441,607.37
		332	12.00%	$ 17,617.93	$ 4,416.07	$ 13,201.86	$ 428,405.51
		333	12.00%	$ 17,617.93	$ 4,284.06	$ 13,333.88	$ 415,071.63
		334	12.00%	$ 17,617.93	$ 4,150.72	$ 13,467.22	$ 401,604.41
		335	12.00%	$ 17,617.93	$ 4,016.04	$ 13,601.89	$ 388,002.52
		336	12.00%	$ 17,617.93	$ 3,880.03	$ 13,737.91	$ 374,264.61
	Year 29	337	12.00%	$ 17,617.93	$ 3,742.65	$ 13,875.29	$ 360,389.32
		338	12.00%	$ 17,617.93	$ 3,603.89	$ 14,014.04	$ 346,375.28
		339	12.00%	$ 17,617.93	$ 3,463.75	$ 14,154.18	$ 332,221.10
		340	12.00%	$ 17,617.93	$ 3,322.21	$ 14,295.72	$ 317,925.37
		341	12.00%	$ 17,617.93	$ 3,179.25	$ 14,438.68	$ 303,486.69
		342	12.00%	$ 17,617.93	$ 3,034.87	$ 14,583.07	$ 288,903.62
		343	12.00%	$ 17,617.93	$ 2,889.04	$ 14,728.90	$ 274,174.73
		344	12.00%	$ 17,617.93	$ 2,741.75	$ 14,876.19	$ 259,298.54
		345	12.00%	$ 17,617.93	$ 2,592.99	$ 15,024.95	$ 244,273.59

		346	12.00%	$ 17,617.93	$ 2,442.74	$ 15,175.20	$ 229,098.39
		347	12.00%	$ 17,617.93	$ 2,290.98	$ 15,326.95	$ 213,771.44
		348	12.00%	$ 17,617.93	$ 2,137.71	$ 15,480.22	$ 198,291.22
	Year 30	349	12.00%	$ 17,617.93	$ 1,982.91	$ 15,635.02	$ 182,656.20
		350	12.00%	$ 17,617.93	$ 1,826.56	$ 15,791.37	$ 166,864.82
		351	12.00%	$ 17,617.93	$ 1,668.65	$ 15,949.29	$ 150,915.54
		352	12.00%	$ 17,617.93	$ 1,509.16	$ 16,108.78	$ 134,806.76
		353	12.00%	$ 17,617.93	$ 1,348.07	$ 16,269.87	$ 118,536.89
		354	12.00%	$ 17,617.93	$ 1,185.37	$ 16,432.57	$ 102,104.33
		355	12.00%	$ 17,617.93	$ 1,021.04	$ 16,596.89	$ 85,507.43
		356	12.00%	$ 17,617.93	$ 855.07	$ 16,762.86	$ 68,744.57
		357	12.00%	$ 17,617.93	$ 687.45	$ 16,930.49	$ 51,814.09
		358	12.00%	$ 17,617.93	$ 518.14	$ 17,099.79	$ 34,714.29
		359	12.00%	$ 17,617.93	$ 347.14	$ 17,270.79	$ 17,443.50
		360	12.00%	$ 17,617.93	$ 174.43	$ 17,443.50	$ -

Exhibit B
Repayment Schedule-36 Month Deferral

Phase	Year	Period #	Rate	Total Payment	Interest	Principal	Balance
No Payment Phase	**Year 1**	1	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		2	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		3	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		4	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		5	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		6	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		7	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		8	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		9	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		10	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		11	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		12	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
	Year 2	13	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		14	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		15	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		16	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		17	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		18	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		19	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		20	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		21	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		22	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		23	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		24	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
	Year 3	25	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00

		26	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		27	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		28	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		29	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		30	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		31	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		32	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		33	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		34	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		35	8.00%	$ -	$ 10,000.00	$ -	$ 1,500,000.00
		36	8.00%	$ -	$ 10,000.00	$ -	$ 1,860,000.00
Amortization Period on 8.00% Rate	**Year 4**	37	8.00%	$ 14,029.61	$ 12,400.00	$ 1,629.61	$ 1,858,370.39
		38	8.00%	$ 14,029.61	$ 12,389.14	$ 1,640.47	$ 1,856,729.93
		39	8.00%	$ 14,029.61	$ 12,378.20	$ 1,651.41	$ 1,855,078.52
		40	8.00%	$ 14,029.61	$ 12,367.19	$ 1,662.42	$ 1,853,416.10
		41	8.00%	$ 14,029.61	$ 12,356.11	$ 1,673.50	$ 1,851,742.61
		42	8.00%	$ 14,029.61	$ 12,344.95	$ 1,684.65	$ 1,850,057.95
		43	8.00%	$ 14,029.61	$ 12,333.72	$ 1,695.89	$ 1,848,362.07
		44	8.00%	$ 14,029.61	$ 12,322.41	$ 1,707.19	$ 1,846,654.87
		45	8.00%	$ 14,029.61	$ 12,311.03	$ 1,718.57	$ 1,844,936.30
		46	8.00%	$ 14,029.61	$ 12,299.58	$ 1,730.03	$ 1,843,206.27
		47	8.00%	$ 14,029.61	$ 12,288.04	$ 1,741.56	$ 1,841,464.71
		48	8.00%	$ 14,029.61	$ 12,276.43	$ 1,753.17	$ 1,839,711.53
	Year 5	49	8.00%	$ 14,029.61	$ 12,264.74	$ 1,764.86	$ 1,837,946.67
		50	8.00%	$ 14,029.61	$ 12,252.98	$ 1,776.63	$ 1,836,170.04
		51	8.00%	$ 14,029.61	$ 12,241.13	$ 1,788.47	$ 1,834,381.57
		52	8.00%	$ 14,029.61	$ 12,229.21	$ 1,800.39	$ 1,832,581.18
		53	8.00%	$ 14,029.61	$ 12,217.21	$ 1,812.40	$ 1,830,768.78
		54	8.00%	$ 14,029.61	$ 12,205.13	$ 1,824.48	$ 1,828,944.30

		55	8.00%	$ 14,029.61	$ 12,192.96	$ 1,836.64	$ 1,827,107.66
		56	8.00%	$ 14,029.61	$ 12,180.72	$ 1,848.89	$ 1,825,258.77
		57	8.00%	$ 14,029.61	$ 12,168.39	$ 1,861.21	$ 1,823,397.55
		58	8.00%	$ 14,029.61	$ 12,155.98	$ 1,873.62	$ 1,821,523.93
		59	8.00%	$ 14,029.61	$ 12,143.49	$ 1,886.11	$ 1,819,637.82
		60	8.00%	$ 14,029.61	$ 12,130.92	$ 1,898.69	$ 1,817,739.13
	Year 6	61	8.00%	$ 14,029.61	$ 12,118.26	$ 1,911.34	$ 1,815,827.79
		62	8.00%	$ 14,029.61	$ 12,105.52	$ 1,924.09	$ 1,813,903.70
		63	8.00%	$ 14,029.61	$ 12,092.69	$ 1,936.91	$ 1,811,966.79
		64	8.00%	$ 14,029.61	$ 12,079.78	$ 1,949.83	$ 1,810,016.96
		65	8.00%	$ 14,029.61	$ 12,066.78	$ 1,962.83	$ 1,808,054.13
		66	8.00%	$ 14,029.61	$ 12,053.69	$ 1,975.91	$ 1,806,078.22
		67	8.00%	$ 14,029.61	$ 12,040.52	$ 1,989.08	$ 1,804,089.14
		68	8.00%	$ 14,029.61	$ 12,027.26	$ 2,002.34	$ 1,802,086.79
		69	8.00%	$ 14,029.61	$ 12,013.91	$ 2,015.69	$ 1,800,071.10
		70	8.00%	$ 14,029.61	$ 12,000.47	$ 2,029.13	$ 1,798,041.97
		71	8.00%	$ 14,029.61	$ 11,986.95	$ 2,042.66	$ 1,795,999.31
		72	8.00%	$ 14,029.61	$ 11,973.33	$ 2,056.28	$ 1,793,943.03
Amortization Period on 12.00% Rate	**Year 7**	73	12.00%	$ 19,022.65	$ 17,939.43	$ 1,083.22	$ 1,792,859.82
		74	12.00%	$ 19,022.65	$ 17,928.60	$ 1,094.05	$ 1,791,765.77
		75	12.00%	$ 19,022.65	$ 17,917.66	$ 1,104.99	$ 1,790,660.78
		76	12.00%	$ 19,022.65	$ 17,906.61	$ 1,116.04	$ 1,789,544.74
		77	12.00%	$ 19,022.65	$ 17,895.45	$ 1,127.20	$ 1,788,417.54
		78	12.00%	$ 19,022.65	$ 17,884.18	$ 1,138.47	$ 1,787,279.07
		79	12.00%	$ 19,022.65	$ 17,872.79	$ 1,149.86	$ 1,786,129.21
		80	12.00%	$ 19,022.65	$ 17,861.29	$ 1,161.35	$ 1,784,967.86
		81	12.00%	$ 19,022.65	$ 17,849.68	$ 1,172.97	$ 1,783,794.89
		82	12.00%	$ 19,022.65	$ 17,837.95	$ 1,184.70	$ 1,782,610.19
		83	12.00%	$ 19,022.65	$ 17,826.10	$ 1,196.54	$ 1,781,413.65

		84	12.00%	$ 19,022.65	$ 17,814.14	$ 1,208.51	$ 1,780,205.14
	Year 8	85	12.00%	$ 19,022.65	$ 17,802.05	$ 1,220.60	$ 1,778,984.54
		86	12.00%	$ 19,022.65	$ 17,789.85	$ 1,232.80	$ 1,777,751.74
		87	12.00%	$ 19,022.65	$ 17,777.52	$ 1,245.13	$ 1,776,506.61
		88	12.00%	$ 19,022.65	$ 17,765.07	$ 1,257.58	$ 1,775,249.03
		89	12.00%	$ 19,022.65	$ 17,752.49	$ 1,270.16	$ 1,773,978.87
		90	12.00%	$ 19,022.65	$ 17,739.79	$ 1,282.86	$ 1,772,696.01
		91	12.00%	$ 19,022.65	$ 17,726.96	$ 1,295.69	$ 1,771,400.33
		92	12.00%	$ 19,022.65	$ 17,714.00	$ 1,308.64	$ 1,770,091.68
		93	12.00%	$ 19,022.65	$ 17,700.92	$ 1,321.73	$ 1,768,769.95
		94	12.00%	$ 19,022.65	$ 17,687.70	$ 1,334.95	$ 1,767,435.01
		95	12.00%	$ 19,022.65	$ 17,674.35	$ 1,348.30	$ 1,766,086.71
		96	12.00%	$ 19,022.65	$ 17,660.87	$ 1,361.78	$ 1,764,724.93
	Year 9	97	12.00%	$ 19,022.65	$ 17,647.25	$ 1,375.40	$ 1,763,349.53
		98	12.00%	$ 19,022.65	$ 17,633.50	$ 1,389.15	$ 1,761,960.38
		99	12.00%	$ 19,022.65	$ 17,619.60	$ 1,403.04	$ 1,760,557.34
		100	12.00%	$ 19,022.65	$ 17,605.57	$ 1,417.07	$ 1,759,140.26
		101	12.00%	$ 19,022.65	$ 17,591.40	$ 1,431.24	$ 1,757,709.02
		102	12.00%	$ 19,022.65	$ 17,577.09	$ 1,445.56	$ 1,756,263.46
		103	12.00%	$ 19,022.65	$ 17,562.63	$ 1,460.01	$ 1,754,803.45
		104	12.00%	$ 19,022.65	$ 17,548.03	$ 1,474.61	$ 1,753,328.84
		105	12.00%	$ 19,022.65	$ 17,533.29	$ 1,489.36	$ 1,751,839.48
		106	12.00%	$ 19,022.65	$ 17,518.39	$ 1,504.25	$ 1,750,335.23
		107	12.00%	$ 19,022.65	$ 17,503.35	$ 1,519.29	$ 1,748,815.93
		108	12.00%	$ 19,022.65	$ 17,488.16	$ 1,534.49	$ 1,747,281.45
	Year 10	109	12.00%	$ 19,022.65	$ 17,472.81	$ 1,549.83	$ 1,745,731.61
		110	12.00%	$ 19,022.65	$ 17,457.32	$ 1,565.33	$ 1,744,166.28
		111	12.00%	$ 19,022.65	$ 17,441.66	$ 1,580.98	$ 1,742,585.30
		112	12.00%	$ 19,022.65	$ 17,425.85	$ 1,596.79	$ 1,740,988.50

		113	12.00%	$ 19,022.65	$ 17,409.89	$ 1,612.76	$ 1,739,375.74
		114	12.00%	$ 19,022.65	$ 17,393.76	$ 1,628.89	$ 1,737,746.85
		115	12.00%	$ 19,022.65	$ 17,377.47	$ 1,645.18	$ 1,736,101.67
		116	12.00%	$ 19,022.65	$ 17,361.02	$ 1,661.63	$ 1,734,440.04
		117	12.00%	$ 19,022.65	$ 17,344.40	$ 1,678.25	$ 1,732,761.80
		118	12.00%	$ 19,022.65	$ 17,327.62	$ 1,695.03	$ 1,731,066.77
		119	12.00%	$ 19,022.65	$ 17,310.67	$ 1,711.98	$ 1,729,354.79
		120	12.00%	$ 19,022.65	$ 17,293.55	$ 1,729.10	$ 1,727,625.69
	Year 11	121	12.00%	$ 19,022.65	$ 17,276.26	$ 1,746.39	$ 1,725,879.30
		122	12.00%	$ 19,022.65	$ 17,258.79	$ 1,763.85	$ 1,724,115.45
		123	12.00%	$ 19,022.65	$ 17,241.15	$ 1,781.49	$ 1,722,333.95
		124	12.00%	$ 19,022.65	$ 17,223.34	$ 1,799.31	$ 1,720,534.65
		125	12.00%	$ 19,022.65	$ 17,205.35	$ 1,817.30	$ 1,718,717.35
		126	12.00%	$ 19,022.65	$ 17,187.17	$ 1,835.47	$ 1,716,881.87
		127	12.00%	$ 19,022.65	$ 17,168.82	$ 1,853.83	$ 1,715,028.04
		128	12.00%	$ 19,022.65	$ 17,150.28	$ 1,872.37	$ 1,713,155.68
		129	12.00%	$ 19,022.65	$ 17,131.56	$ 1,891.09	$ 1,711,264.59
		130	12.00%	$ 19,022.65	$ 17,112.65	$ 1,910.00	$ 1,709,354.59
		131	12.00%	$ 19,022.65	$ 17,093.55	$ 1,929.10	$ 1,707,425.49
		132	12.00%	$ 19,022.65	$ 17,074.25	$ 1,948.39	$ 1,705,477.09
	Year 12	133	12.00%	$ 19,022.65	$ 17,054.77	$ 1,967.88	$ 1,703,509.22
		134	12.00%	$ 19,022.65	$ 17,035.09	$ 1,987.55	$ 1,701,521.66
		135	12.00%	$ 19,022.65	$ 17,015.22	$ 2,007.43	$ 1,699,514.23
		136	12.00%	$ 19,022.65	$ 16,995.14	$ 2,027.50	$ 1,697,486.73
		137	12.00%	$ 19,022.65	$ 16,974.87	$ 2,047.78	$ 1,695,438.95
		138	12.00%	$ 19,022.65	$ 16,954.39	$ 2,068.26	$ 1,693,370.69
		139	12.00%	$ 19,022.65	$ 16,933.71	$ 2,088.94	$ 1,691,281.75
		140	12.00%	$ 19,022.65	$ 16,912.82	$ 2,109.83	$ 1,689,171.92
		141	12.00%	$ 19,022.65	$ 16,891.72	$ 2,130.93	$ 1,687,040.99

		142	12.00%	$ 19,022.65	$ 16,870.41	$ 2,152.24	$ 1,684,888.76
		143	12.00%	$ 19,022.65	$ 16,848.89	$ 2,173.76	$ 1,682,715.00
		144	12.00%	$ 19,022.65	$ 16,827.15	$ 2,195.50	$ 1,680,519.50
	Year 13	145	12.00%	$ 19,022.65	$ 16,805.20	$ 2,217.45	$ 1,678,302.05
		146	12.00%	$ 19,022.65	$ 16,783.02	$ 2,239.63	$ 1,676,062.42
		147	12.00%	$ 19,022.65	$ 16,760.62	$ 2,262.02	$ 1,673,800.40
		148	12.00%	$ 19,022.65	$ 16,738.00	$ 2,284.64	$ 1,671,515.76
		149	12.00%	$ 19,022.65	$ 16,715.16	$ 2,307.49	$ 1,669,208.27
		150	12.00%	$ 19,022.65	$ 16,692.08	$ 2,330.56	$ 1,666,877.70
		151	12.00%	$ 19,022.65	$ 16,668.78	$ 2,353.87	$ 1,664,523.83
		152	12.00%	$ 19,022.65	$ 16,645.24	$ 2,377.41	$ 1,662,146.42
		153	12.00%	$ 19,022.65	$ 16,621.46	$ 2,401.18	$ 1,659,745.24
		154	12.00%	$ 19,022.65	$ 16,597.45	$ 2,425.19	$ 1,657,320.05
		155	12.00%	$ 19,022.65	$ 16,573.20	$ 2,449.45	$ 1,654,870.60
		156	12.00%	$ 19,022.65	$ 16,548.71	$ 2,473.94	$ 1,652,396.66
	Year 14	157	12.00%	$ 19,022.65	$ 16,523.97	$ 2,498.68	$ 1,649,897.98
		158	12.00%	$ 19,022.65	$ 16,498.98	$ 2,523.67	$ 1,647,374.31
		159	12.00%	$ 19,022.65	$ 16,473.74	$ 2,548.90	$ 1,644,825.41
		160	12.00%	$ 19,022.65	$ 16,448.25	$ 2,574.39	$ 1,642,251.02
		161	12.00%	$ 19,022.65	$ 16,422.51	$ 2,600.14	$ 1,639,650.88
		162	12.00%	$ 19,022.65	$ 16,396.51	$ 2,626.14	$ 1,637,024.74
		163	12.00%	$ 19,022.65	$ 16,370.25	$ 2,652.40	$ 1,634,372.34
		164	12.00%	$ 19,022.65	$ 16,343.72	$ 2,678.92	$ 1,631,693.42
		165	12.00%	$ 19,022.65	$ 16,316.93	$ 2,705.71	$ 1,628,987.71
		166	12.00%	$ 19,022.65	$ 16,289.88	$ 2,732.77	$ 1,626,254.94
		167	12.00%	$ 19,022.65	$ 16,262.55	$ 2,760.10	$ 1,623,494.84
		168	12.00%	$ 19,022.65	$ 16,234.95	$ 2,787.70	$ 1,620,707.14
	Year 15	169	12.00%	$ 19,022.65	$ 16,207.07	$ 2,815.58	$ 1,617,891.56
		170	12.00%	$ 19,022.65	$ 16,178.92	$ 2,843.73	$ 1,615,047.83

		171	12.00%	$ 19,022.65	$ 16,150.48	$ 2,872.17	$ 1,612,175.66
		172	12.00%	$ 19,022.65	$ 16,121.76	$ 2,900.89	$ 1,609,274.77
		173	12.00%	$ 19,022.65	$ 16,092.75	$ 2,929.90	$ 1,606,344.87
		174	12.00%	$ 19,022.65	$ 16,063.45	$ 2,959.20	$ 1,603,385.68
		175	12.00%	$ 19,022.65	$ 16,033.86	$ 2,988.79	$ 1,600,396.89
		176	12.00%	$ 19,022.65	$ 16,003.97	$ 3,018.68	$ 1,597,378.21
		177	12.00%	$ 19,022.65	$ 15,973.78	$ 3,048.86	$ 1,594,329.34
		178	12.00%	$ 19,022.65	$ 15,943.29	$ 3,079.35	$ 1,591,249.99
		179	12.00%	$ 19,022.65	$ 15,912.50	$ 3,110.15	$ 1,588,139.84
		180	12.00%	$ 19,022.65	$ 15,881.40	$ 3,141.25	$ 1,584,998.59
	Year 16	181	12.00%	$ 19,022.65	$ 15,849.99	$ 3,172.66	$ 1,581,825.93
		182	12.00%	$ 19,022.65	$ 15,818.26	$ 3,204.39	$ 1,578,621.55
		183	12.00%	$ 19,022.65	$ 15,786.22	$ 3,236.43	$ 1,575,385.11
		184	12.00%	$ 19,022.65	$ 15,753.85	$ 3,268.80	$ 1,572,116.32
		185	12.00%	$ 19,022.65	$ 15,721.16	$ 3,301.48	$ 1,568,814.84
		186	12.00%	$ 19,022.65	$ 15,688.15	$ 3,334.50	$ 1,565,480.34
		187	12.00%	$ 19,022.65	$ 15,654.80	$ 3,367.84	$ 1,562,112.49
		188	12.00%	$ 19,022.65	$ 15,621.12	$ 3,401.52	$ 1,558,710.97
		189	12.00%	$ 19,022.65	$ 15,587.11	$ 3,435.54	$ 1,555,275.43
		190	12.00%	$ 19,022.65	$ 15,552.75	$ 3,469.89	$ 1,551,805.54
		191	12.00%	$ 19,022.65	$ 15,518.06	$ 3,504.59	$ 1,548,300.95
		192	12.00%	$ 19,022.65	$ 15,483.01	$ 3,539.64	$ 1,544,761.31
	Year 17	193	12.00%	$ 19,022.65	$ 15,447.61	$ 3,575.03	$ 1,541,186.28
		194	12.00%	$ 19,022.65	$ 15,411.86	$ 3,610.78	$ 1,537,575.49
		195	12.00%	$ 19,022.65	$ 15,375.75	$ 3,646.89	$ 1,533,928.60
		196	12.00%	$ 19,022.65	$ 15,339.29	$ 3,683.36	$ 1,530,245.24
		197	12.00%	$ 19,022.65	$ 15,302.45	$ 3,720.19	$ 1,526,525.05
		198	12.00%	$ 19,022.65	$ 15,265.25	$ 3,757.40	$ 1,522,767.65
		199	12.00%	$ 19,022.65	$ 15,227.68	$ 3,794.97	$ 1,518,972.68

		200	12.00%	$ 19,022.65	$ 15,189.73	$ 3,832.92	$ 1,515,139.76
		201	12.00%	$ 19,022.65	$ 15,151.40	$ 3,871.25	$ 1,511,268.51
		202	12.00%	$ 19,022.65	$ 15,112.69	$ 3,909.96	$ 1,507,358.55
		203	12.00%	$ 19,022.65	$ 15,073.59	$ 3,949.06	$ 1,503,409.49
		204	12.00%	$ 19,022.65	$ 15,034.09	$ 3,988.55	$ 1,499,420.94
	Year 18	205	12.00%	$ 19,022.65	$ 14,994.21	$ 4,028.44	$ 1,495,392.50
		206	12.00%	$ 19,022.65	$ 14,953.92	$ 4,068.72	$ 1,491,323.78
		207	12.00%	$ 19,022.65	$ 14,913.24	$ 4,109.41	$ 1,487,214.37
		208	12.00%	$ 19,022.65	$ 14,872.14	$ 4,150.50	$ 1,483,063.86
		209	12.00%	$ 19,022.65	$ 14,830.64	$ 4,192.01	$ 1,478,871.86
		210	12.00%	$ 19,022.65	$ 14,788.72	$ 4,233.93	$ 1,474,637.93
		211	12.00%	$ 19,022.65	$ 14,746.38	$ 4,276.27	$ 1,470,361.66
		212	12.00%	$ 19,022.65	$ 14,703.62	$ 4,319.03	$ 1,466,042.63
		213	12.00%	$ 19,022.65	$ 14,660.43	$ 4,362.22	$ 1,461,680.41
		214	12.00%	$ 19,022.65	$ 14,616.80	$ 4,405.84	$ 1,457,274.57
		215	12.00%	$ 19,022.65	$ 14,572.75	$ 4,449.90	$ 1,452,824.66
		216	12.00%	$ 19,022.65	$ 14,528.25	$ 4,494.40	$ 1,448,330.26
	Year 19	217	12.00%	$ 19,022.65	$ 14,483.30	$ 4,539.34	$ 1,443,790.92
		218	12.00%	$ 19,022.65	$ 14,437.91	$ 4,584.74	$ 1,439,206.18
		219	12.00%	$ 19,022.65	$ 14,392.06	$ 4,630.59	$ 1,434,575.60
		220	12.00%	$ 19,022.65	$ 14,345.76	$ 4,676.89	$ 1,429,898.71
		221	12.00%	$ 19,022.65	$ 14,298.99	$ 4,723.66	$ 1,425,175.05
		222	12.00%	$ 19,022.65	$ 14,251.75	$ 4,770.90	$ 1,420,404.15
		223	12.00%	$ 19,022.65	$ 14,204.04	$ 4,818.61	$ 1,415,585.54
		224	12.00%	$ 19,022.65	$ 14,155.86	$ 4,866.79	$ 1,410,718.75
		225	12.00%	$ 19,022.65	$ 14,107.19	$ 4,915.46	$ 1,405,803.29
		226	12.00%	$ 19,022.65	$ 14,058.03	$ 4,964.61	$ 1,400,838.68
		227	12.00%	$ 19,022.65	$ 14,008.39	$ 5,014.26	$ 1,395,824.42
		228	12.00%	$ 19,022.65	$ 13,958.24	$ 5,064.40	$ 1,390,760.02

	Year 20	229	12.00%	$ 19,022.65	$ 13,907.60	$ 5,115.05	$ 1,385,644.97
		230	12.00%	$ 19,022.65	$ 13,856.45	$ 5,166.20	$ 1,380,478.77
		231	12.00%	$ 19,022.65	$ 13,804.79	$ 5,217.86	$ 1,375,260.91
		232	12.00%	$ 19,022.65	$ 13,752.61	$ 5,270.04	$ 1,369,990.88
		233	12.00%	$ 19,022.65	$ 13,699.91	$ 5,322.74	$ 1,364,668.14
		234	12.00%	$ 19,022.65	$ 13,646.68	$ 5,375.97	$ 1,359,292.17
		235	12.00%	$ 19,022.65	$ 13,592.92	$ 5,429.73	$ 1,353,862.45
		236	12.00%	$ 19,022.65	$ 13,538.62	$ 5,484.02	$ 1,348,378.42
		237	12.00%	$ 19,022.65	$ 13,483.78	$ 5,538.86	$ 1,342,839.56
		238	12.00%	$ 19,022.65	$ 13,428.40	$ 5,594.25	$ 1,337,245.31
		239	12.00%	$ 19,022.65	$ 13,372.45	$ 5,650.19	$ 1,331,595.12
		240	12.00%	$ 19,022.65	$ 13,315.95	$ 5,706.70	$ 1,325,888.42
	Year 21	241	12.00%	$ 19,022.65	$ 13,258.88	$ 5,763.76	$ 1,320,124.66
		242	12.00%	$ 19,022.65	$ 13,201.25	$ 5,821.40	$ 1,314,303.26
		243	12.00%	$ 19,022.65	$ 13,143.03	$ 5,879.61	$ 1,308,423.64
		244	12.00%	$ 19,022.65	$ 13,084.24	$ 5,938.41	$ 1,302,485.23
		245	12.00%	$ 19,022.65	$ 13,024.85	$ 5,997.79	$ 1,296,487.44
		246	12.00%	$ 19,022.65	$ 12,964.87	$ 6,057.77	$ 1,290,429.67
		247	12.00%	$ 19,022.65	$ 12,904.30	$ 6,118.35	$ 1,284,311.32
		248	12.00%	$ 19,022.65	$ 12,843.11	$ 6,179.53	$ 1,278,131.78
		249	12.00%	$ 19,022.65	$ 12,781.32	$ 6,241.33	$ 1,271,890.45
		250	12.00%	$ 19,022.65	$ 12,718.90	$ 6,303.74	$ 1,265,586.71
		251	12.00%	$ 19,022.65	$ 12,655.87	$ 6,366.78	$ 1,259,219.93
		252	12.00%	$ 19,022.65	$ 12,592.20	$ 6,430.45	$ 1,252,789.48
	Year 22	253	12.00%	$ 19,022.65	$ 12,527.89	$ 6,494.75	$ 1,246,294.73
		254	12.00%	$ 19,022.65	$ 12,462.95	$ 6,559.70	$ 1,239,735.03
		255	12.00%	$ 19,022.65	$ 12,397.35	$ 6,625.30	$ 1,233,109.73
		256	12.00%	$ 19,022.65	$ 12,331.10	$ 6,691.55	$ 1,226,418.18
		257	12.00%	$ 19,022.65	$ 12,264.18	$ 6,758.47	$ 1,219,659.72

		258	12.00%	$ 19,022.65	$ 12,196.60	$ 6,826.05	$ 1,212,833.67
		259	12.00%	$ 19,022.65	$ 12,128.34	$ 6,894.31	$ 1,205,939.36
		260	12.00%	$ 19,022.65	$ 12,059.39	$ 6,963.25	$ 1,198,976.11
		261	12.00%	$ 19,022.65	$ 11,989.76	$ 7,032.89	$ 1,191,943.22
		262	12.00%	$ 19,022.65	$ 11,919.43	$ 7,103.21	$ 1,184,840.01
		263	12.00%	$ 19,022.65	$ 11,848.40	$ 7,174.25	$ 1,177,665.76
		264	12.00%	$ 19,022.65	$ 11,776.66	$ 7,245.99	$ 1,170,419.77
	Year 23	265	12.00%	$ 19,022.65	$ 11,704.20	$ 7,318.45	$ 1,163,101.32
		266	12.00%	$ 19,022.65	$ 11,631.01	$ 7,391.63	$ 1,155,709.69
		267	12.00%	$ 19,022.65	$ 11,557.10	$ 7,465.55	$ 1,148,244.14
		268	12.00%	$ 19,022.65	$ 11,482.44	$ 7,540.21	$ 1,140,703.93
		269	12.00%	$ 19,022.65	$ 11,407.04	$ 7,615.61	$ 1,133,088.32
		270	12.00%	$ 19,022.65	$ 11,330.88	$ 7,691.76	$ 1,125,396.56
		271	12.00%	$ 19,022.65	$ 11,253.97	$ 7,768.68	$ 1,117,627.88
		272	12.00%	$ 19,022.65	$ 11,176.28	$ 7,846.37	$ 1,109,781.51
		273	12.00%	$ 19,022.65	$ 11,097.82	$ 7,924.83	$ 1,101,856.68
		274	12.00%	$ 19,022.65	$ 11,018.57	$ 8,004.08	$ 1,093,852.60
		275	12.00%	$ 19,022.65	$ 10,938.53	$ 8,084.12	$ 1,085,768.48
		276	12.00%	$ 19,022.65	$ 10,857.68	$ 8,164.96	$ 1,077,603.52
	Year 24	277	12.00%	$ 19,022.65	$ 10,776.04	$ 8,246.61	$ 1,069,356.90
		278	12.00%	$ 19,022.65	$ 10,693.57	$ 8,329.08	$ 1,061,027.83
		279	12.00%	$ 19,022.65	$ 10,610.28	$ 8,412.37	$ 1,052,615.46
		280	12.00%	$ 19,022.65	$ 10,526.15	$ 8,496.49	$ 1,044,118.96
		281	12.00%	$ 19,022.65	$ 10,441.19	$ 8,581.46	$ 1,035,537.51
		282	12.00%	$ 19,022.65	$ 10,355.38	$ 8,667.27	$ 1,026,870.24
		283	12.00%	$ 19,022.65	$ 10,268.70	$ 8,753.94	$ 1,018,116.29
		284	12.00%	$ 19,022.65	$ 10,181.16	$ 8,841.48	$ 1,009,274.81
		285	12.00%	$ 19,022.65	$ 10,092.75	$ 8,929.90	$ 1,000,344.91
		286	12.00%	$ 19,022.65	$ 10,003.45	$ 9,019.20	$ 991,325.71

		287	12.00%	$ 19,022.65	$ 9,913.26	$ 9,109.39	$ 982,216.32
		288	12.00%	$ 19,022.65	$ 9,822.16	$ 9,200.48	$ 973,015.84
	Year 25	289	12.00%	$ 19,022.65	$ 9,730.16	$ 9,292.49	$ 963,723.35
		290	12.00%	$ 19,022.65	$ 9,637.23	$ 9,385.41	$ 954,337.93
		291	12.00%	$ 19,022.65	$ 9,543.38	$ 9,479.27	$ 944,858.67
		292	12.00%	$ 19,022.65	$ 9,448.59	$ 9,574.06	$ 935,284.61
		293	12.00%	$ 19,022.65	$ 9,352.85	$ 9,669.80	$ 925,614.81
		294	12.00%	$ 19,022.65	$ 9,256.15	$ 9,766.50	$ 915,848.31
		295	12.00%	$ 19,022.65	$ 9,158.48	$ 9,864.16	$ 905,984.14
		296	12.00%	$ 19,022.65	$ 9,059.84	$ 9,962.81	$ 896,021.34
		297	12.00%	$ 19,022.65	$ 8,960.21	$ 10,062.43	$ 885,958.90
		298	12.00%	$ 19,022.65	$ 8,859.59	$ 10,163.06	$ 875,795.85
		299	12.00%	$ 19,022.65	$ 8,757.96	$ 10,264.69	$ 865,531.16
		300	12.00%	$ 19,022.65	$ 8,655.31	$ 10,367.34	$ 855,163.82
	Year 26	301	12.00%	$ 19,022.65	$ 8,551.64	$ 10,471.01	$ 844,692.81
		302	12.00%	$ 19,022.65	$ 8,446.93	$ 10,575.72	$ 834,117.10
		303	12.00%	$ 19,022.65	$ 8,341.17	$ 10,681.48	$ 823,435.62
		304	12.00%	$ 19,022.65	$ 8,234.36	$ 10,788.29	$ 812,647.33
		305	12.00%	$ 19,022.65	$ 8,126.47	$ 10,896.17	$ 801,751.16
		306	12.00%	$ 19,022.65	$ 8,017.51	$ 11,005.14	$ 790,746.02
		307	12.00%	$ 19,022.65	$ 7,907.46	$ 11,115.19	$ 779,630.83
		308	12.00%	$ 19,022.65	$ 7,796.31	$ 11,226.34	$ 768,404.49
		309	12.00%	$ 19,022.65	$ 7,684.04	$ 11,338.60	$ 757,065.89
		310	12.00%	$ 19,022.65	$ 7,570.66	$ 11,451.99	$ 745,613.90
		311	12.00%	$ 19,022.65	$ 7,456.14	$ 11,566.51	$ 734,047.40
		312	12.00%	$ 19,022.65	$ 7,340.47	$ 11,682.17	$ 722,365.22
	Year 27	313	12.00%	$ 19,022.65	$ 7,223.65	$ 11,798.99	$ 710,566.23
		314	12.00%	$ 19,022.65	$ 7,105.66	$ 11,916.98	$ 698,649.24
		315	12.00%	$ 19,022.65	$ 6,986.49	$ 12,036.15	$ 686,613.09

		316	12.00%	$ 19,022.65	$ 6,866.13	$ 12,156.52	$ 674,456.57
		317	12.00%	$ 19,022.65	$ 6,744.57	$ 12,278.08	$ 662,178.49
		318	12.00%	$ 19,022.65	$ 6,621.78	$ 12,400.86	$ 649,777.63
		319	12.00%	$ 19,022.65	$ 6,497.78	$ 12,524.87	$ 637,252.76
		320	12.00%	$ 19,022.65	$ 6,372.53	$ 12,650.12	$ 624,602.64
		321	12.00%	$ 19,022.65	$ 6,246.03	$ 12,776.62	$ 611,826.02
		322	12.00%	$ 19,022.65	$ 6,118.26	$ 12,904.39	$ 598,921.63
		323	12.00%	$ 19,022.65	$ 5,989.22	$ 13,033.43	$ 585,888.20
		324	12.00%	$ 19,022.65	$ 5,858.88	$ 13,163.76	$ 572,724.44
	Year 28	325	12.00%	$ 19,022.65	$ 5,727.24	$ 13,295.40	$ 559,429.04
		326	12.00%	$ 19,022.65	$ 5,594.29	$ 13,428.36	$ 546,000.68
		327	12.00%	$ 19,022.65	$ 5,460.01	$ 13,562.64	$ 532,438.04
		328	12.00%	$ 19,022.65	$ 5,324.38	$ 13,698.27	$ 518,739.77
		329	12.00%	$ 19,022.65	$ 5,187.40	$ 13,835.25	$ 504,904.52
		330	12.00%	$ 19,022.65	$ 5,049.05	$ 13,973.60	$ 490,930.92
		331	12.00%	$ 19,022.65	$ 4,909.31	$ 14,113.34	$ 476,817.58
		332	12.00%	$ 19,022.65	$ 4,768.18	$ 14,254.47	$ 462,563.11
		333	12.00%	$ 19,022.65	$ 4,625.63	$ 14,397.02	$ 448,166.10
		334	12.00%	$ 19,022.65	$ 4,481.66	$ 14,540.99	$ 433,625.11
		335	12.00%	$ 19,022.65	$ 4,336.25	$ 14,686.40	$ 418,938.71
		336	12.00%	$ 19,022.65	$ 4,189.39	$ 14,833.26	$ 404,105.46
	Year 29	337	12.00%	$ 19,022.65	$ 4,041.05	$ 14,981.59	$ 389,123.86
		338	12.00%	$ 19,022.65	$ 3,891.24	$ 15,131.41	$ 373,992.45
		339	12.00%	$ 19,022.65	$ 3,739.92	$ 15,282.72	$ 358,709.73
		340	12.00%	$ 19,022.65	$ 3,587.10	$ 15,435.55	$ 343,274.18
		341	12.00%	$ 19,022.65	$ 3,432.74	$ 15,589.91	$ 327,684.28
		342	12.00%	$ 19,022.65	$ 3,276.84	$ 15,745.80	$ 311,938.47
		343	12.00%	$ 19,022.65	$ 3,119.38	$ 15,903.26	$ 296,035.21
		344	12.00%	$ 19,022.65	$ 2,960.35	$ 16,062.29	$ 279,972.92

		345	12.00%	$ 19,022.65	$ 2,799.73	$ 16,222.92	$ 263,750.00
		346	12.00%	$ 19,022.65	$ 2,637.50	$ 16,385.15	$ 247,364.85
		347	12.00%	$ 19,022.65	$ 2,473.65	$ 16,549.00	$ 230,815.85
		348	12.00%	$ 19,022.65	$ 2,308.16	$ 16,714.49	$ 214,101.36
	Year 30	349	12.00%	$ 19,022.65	$ 2,141.01	$ 16,881.63	$ 197,219.73
		350	12.00%	$ 19,022.65	$ 1,972.20	$ 17,050.45	$ 180,169.28
		351	12.00%	$ 19,022.65	$ 1,801.69	$ 17,220.95	$ 162,948.33
		352	12.00%	$ 19,022.65	$ 1,629.48	$ 17,393.16	$ 145,555.16
		353	12.00%	$ 19,022.65	$ 1,455.55	$ 17,567.10	$ 127,988.07
		354	12.00%	$ 19,022.65	$ 1,279.88	$ 17,742.77	$ 110,245.30
		355	12.00%	$ 19,022.65	$ 1,102.45	$ 17,920.19	$ 92,325.11
		356	12.00%	$ 19,022.65	$ 923.25	$ 18,099.40	$ 74,225.71
		357	12.00%	$ 19,022.65	$ 742.26	$ 18,280.39	$ 55,945.32
		358	12.00%	$ 19,022.65	$ 559.45	$ 18,463.19	$ 37,482.13
		359	12.00%	$ 19,022.65	$ 374.82	$ 18,647.83	$ 18,834.30
		360	12.00%	$ 19,022.65	$ 188.34	$ 18,834.30	$ -

Exhibit C
Schedule of Performance

Action	Date
1. Financing Plan. Platinum shall submit evidence of financing, acceptable to the City, for development of Project.	By no later than Outside Construction Start Date
2. Building Permits. Platinum shall obtain the Building Permits for construction of Project.	By no later than Outside Construction Start Date
3. Insurance. Platinum shall submit evidence of insurance to the City and receive City approval thereof.	By no later than Outside Construction Start Date
4. Commencement of Construction. Platinum shall commence construction of the Project. [DA § 6.19]	By no later than Outside Construction Start 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 Minute Order Appointing Members to the Measure M Oversight Committee

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

There are currently vacancies on the Measure M Oversight Committee. Appointments to fill these vacancies are necessary in order to provide oversight to City activities associated with the revenues generated by Measure M.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

City Council appoint eligible candidates to the Measure M Oversight Committee.

BACKGROUND

On June 5, 2012, the voters of Pittsburg passed the Pittsburg Preservation of Citywide Services Temporary Funding Transactions and Use Tax (Measure P). Ordinance 12-1360 was adopted on July 16, 2012, affirming the voter's approval of Measure P and certifying the elections results which established a one-half of one percent (0.5%) use and transaction tax for the first five (5) years and a one-quarter of one percent (0.25%) for the subsequent five (5) years.

On February 19, 2013, the City Council adopted a Minute Order, establishing the composition of eligible candidates to an oversight committee (Oversight Committee), which includes three Community Advisory Commission (CAC) members and two Chamber of Commerce members. The City Council, by Minute Order, appointed members to the Oversight Committee in 2013, 2014, 2015, and 2016.

On June 7, 2016, the voters of Pittsburg passed Measure M, replacing Measure P and extending the use and transaction tax of one-half of one percent (0.5%) to June 30, 2035. Ordinance 16-1411 was adopted on August 15, 2016, certifying the elections results which extended Measure M.

Currently, Measure M helps to protect and maintain local services which include:

• Public Safety
• Senior Center
• Economic Development
• Youth Programs
• Pavement and Street Maintenance

On August 19, 2024, the City Council interviewed the following applicants to the Oversight Committee:

• Dennisha Marsh, Community Advisory Commission
• Roland Fernandez, Community Advisory Commission
• Michael Aparicio, Community Advisory Commission
• Tara Sanders, local business owner
• Zane Fiala, local business owner

SUBCOMMITTEE FINDINGS

This item was presented to the Finance Management Subcommittee on August 16, 2024.

STAFF ANALYSIS

Pursuant to the Fact Sheet, the Oversight Committee is charged with making recommendations for the use of the tax revenue generated by the measure to the City Council, produce a report that records the results of its recommendations for expenditure of the revenue generated from the tax, and present the report to the City Council at a public meeting and be made a public record.

Those appointed to the Oversight Committee will serve two-year terms.

ATTACHMENT: Applications of Candidates

Report Prepared By: Paul L. Rodrigues, Finance Director

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION MEASURE M OVERSIGHT COMMITTEE

Name of Commission: Community Advisory Committee

Name: Dennisha A Marsh

Address. _____

Telephone: Residential: _____ Business: _____

Email address: _____

Professional or Technical Experience: Fiscal Manger for Cisco Systems
Reconsiliation Manager for Wells Fargo & US Banks

Why are you interested in serving on this commission? I am a community advocate and love to support the people in my community

Other Community Activities or Organizations in which you participate: School District, Contra Costa County and PAAACT

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes XX No ____
Daytime Meetings Yes ____ No ____

_____
SIGNATURE

Dennisha Marsh
PLEASE PRINT NAME

08-07-2024
Date

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION MEASURE M OVERSIGHT COMMITTEE

Name of Commission: Measure M

Name: Roland Fernandez

Address: _____

Telephone: Residential: _____ Business: _____

Email address: _____

Professional or Technical Experience: _____

Why are you interested in serving on this commission? happens to be a required sub committee like everything about Measure M

Other Community Activities or Organizations in which you participate: Alchohal and All Other Drugs

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ____
Daytime Meetings Yes X No ____

_____
SIGNATURE

Roland Fernandez
PLEASE PRINT NAME

August 6, 2024
Date

CITY CLERK
AUG 09 2024

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION MEASURE M OVERSIGHT COMMITTEE

Name of Commission: Measure M Oversight Committee

Name: Aparicio, Michael-Joseph.

Address: _____

Telephone: Residential: _____ Business: _____

Email address: _____

Professional or Technical Experience: I have been many things in my life time, whether those have been good or bad it's for God to decide, until then I lead through service by example.

Why are you interested in serving on this commission? A few people asked me to put my name forward. Being a man of service I could not refuse being called by my neighbors & by my great honor & pride

Other Community Activities or Organizations in which you participate: Community Advisory Commi
Community Advisory Commission

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes Yes No ____
Daytime Meetings Yes Yes No ____

SIGNATURE

By: / Michael-Joseph Aparicio, J.
PLEASE PRINT NAME

Ninth of August, the Year of our Lord two tl
Date

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION MEASURE M OVERSIGHT COMMITTEE

Name of Commission: _____

Name: Zane Fiala

Address _____

Telephone: Residential: _____ Business: _____ _____

Email address: _____

Professional or Technical Experience: 20+ years of hospitality, restaurant, and wine experience. Owner/operator of Doctorbird Market, a wine, craft beer, and specialty food retail store in Old Town Pittburg.

Why are you interested in serving on this commission? As a local business owner, I have a personal stake in the success and development of Old Town Pittsburg. I am new to the community, but my wife and I have invested in Pittsburg both personally and professionally.

Other Community Activities or Organizations in which you participate: Chamber of Commerce

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ____
Daytime Meetings Yes ____ No X

_____
SIGNATURE

Zane Fiala
PLEASE PRINT NAME

_____
Date

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION MEASURE M OVERSIGHT COMMITTEE

Name of Commission: Measure M

Name: Tara Sanders

Address: 51 Marina Blvd, Ste C, Pittsburg, Ca 94565

Telephone: Residential: Cell - 925-239-7789 Business: Cell - 925-239-7789

Email address: DaleVinoWinear@gmail.com

Professional or Technical Experience: Owner/Operator Dále Vino Wine Bar.
Current Manager - Workforce & Economic Development at the Contra Costa Community College District Office,
former Community Partnerships Liaison - at Los Mednaos College
Measure M committee member the last 2 years, former chamber of commerce board member

Why are you interested in serving on this commission? I'd like to continue being a voice
or local businesses, ensure measure M funds are appropriately spent,
and help continue the forward progress Pittsburg is making.

Other Community Activities or Organizations in which you participate: current executive board member - Opportunity Junction

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ____
Daytime Meetings Yes ____ No X

SIGNATURE

Tara Sanders
PLEASE PRINT NAME

8/16/24
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 Minute Order Appointing a Candidate to the Public Financing Authority of the Pittsburg Enhanced Infrastructure Financing District

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City is seeking a member of the public to serve on the Public Financing Authority (PFA) of the Pittsburg Enhanced Infrastructure Financing District (EIFD). The purpose of the PFA is to provide oversight and direction during the formation and lifespan of the Pittsburg EIFD, which seeks to fund various public development activities over a period of 50 years through tax-increment financing originating from property value increase.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends appointing a candidate to the EIFD.

BACKGROUND

10 applications were received. Out of the 10 applicants, nine (9) accepted the opportunity to interview. However, only five (5) were present during the interview.

SUBCOMMITTEE FINDINGS

This item was not discussed at a subcommittee.

STAFF ANALYSIS

The PFA will hold regular meetings the first Monday of November and the first Monday of May, starting at 6 PM in City Hall. The PFA will also hold special meetings on a monthly basis during the release and review of the infrastructure financing plan.

The City Council interviewed the following 5 applicants on August 19, 2024.

1. David Akinsanya
2. Darith Choub
3. Gerard Cruz
4. Iztaccuauhtli Gonzalez
5. Elane Johnson

Appointment made to the EIFD will serve a 2-year term.

ATTACHMENTS: Applications of Interviewees

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

Entry #: 2 - PFA EIFD Member **Status:** Submitted **Submitted:** 6/26/2024 11:52 AM

APPLICATION FOR THE PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT

Applications are due 6/30/24

Interviews scheduled for the evening of 7/15/24

Select the commission you are applying for from the list below

PFA EIFD Member

Name

David Akinsanya

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

Information Technology - Network Infrastructure, Data Center Design and Operations, Server Administration, Network Administration, IoT and BYOD Integration, Wi-Fi Administration, Security and Cloud

Why are you interested in serving on this commission?

Opportunity to serve the community

Please list and briefly describe any other community activities or organizations in which you participate.

American College of Healthcare Excecutives, Health Information Management Systems Society

Are you avilable for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Entry #: 3 - PFA EIFD Member **Status:** Submitted **Submitted:** 6/26/2024 11:55 AM

APPLICATION FOR THE PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT

Applications are due 6/30/24

Interviews scheduled for the evening of 7/15/24

Select the commission you are applying for from the list below

PFA EIFD Member

Name

Darith Choub

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

ICC Construction Inspector

Why are you interested in serving on this commission?

Help build a greater community for my city's Pittsburg!

Please list and briefly describe any other community activities or organizations in which you participate.

Community church group

Are you avilable for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Entry #: 4 - PFA EIFD Member **Status:** Submitted **Submitted:** 6/26/2024 12:30 PM

APPLICATION FOR THE PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT

Applications are due 6/30/24

Interviews scheduled for the evening of 7/15/24

Select the commission you are applying for from the list below

PFA EIFD Member

Name

Gerard DCruz

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

CEO for a Construction Company with vast experience in different areas of an organization.

Why are you interested in serving on this commission?

Being a resident of this community and the experience I have, I firmly believe I could be a great asset to this commission and get an opportunity to serve my community.

Please list and briefly describe any other community activities or organizations in which you participate.

I have been an Active member of my Church, participating in different fund raising and regular Church activities.

Are you avilable for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Entry #: 8 - PFA EIFD Member **Status:** Submitted **Submitted:** 6/27/2024 1:52 PM

APPLICATION FOR THE PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT

Applications are due 6/30/24

Interviews scheduled for the evening of 7/15/24

Select the commission you are applying for from the list below

PFA EIFD Member

Name

Iztaccuauhtli Gonzalez

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

Insurance and Financial Services and Real Estate Sales and Loans. Have Experience and actively rent homes.

Why are you interested in serving on this commission?

Want to Serve my community and be a voice for the people of our city.

Please list and briefly describe any other community activities or organizations in which you participate.

United Latino Voices. Network of Politically Active Latinos.

Are you avilable for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Entry #: 11 - PFA EIFD Member **Status:** Submitted **Submitted:** 6/28/2024 2:44 PM

APPLICATION FOR THE PITTSBURG ENHANCED INFRASTRUCTURE FINANCING DISTRICT

Applications are due 6/30/24

Interviews scheduled for the evening of 7/15/24

Select the commission you are applying for from the list below

PFA EIFD Member

Name

Elane Johnson

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

-

Phone

Provide any professional or technical experience:

Current PSA VP at Hillview Jr. High and volunteered my time to other non-profit organizations and schools with in Pittsburg.

Why are you interested in serving on this commission?

I have lived in Pittsburg for over 20+ years and have deep rooting with in the community. I am a current Vice President of the PSA at Hillview. I am dedicated to giving back to enrich the future of the community of Pittsburg.

Please list and briefly describe any other community activities or organizations in which you participate.

(Current) PSA Vice President - Hillview Jr High
(2024/2025) Wrote Grants for Pittsburg Jr. Pirates Football and Cheer to the Keller Canyon Mitigation Fund
(Prior) PSA Secretary at Stoneman Elementary 1yr term
(Prior) Executive Admin for the Parent Committee at First Baptist Head Start - 2yr term
Volunteer Coach for Pittsburg Rec - Jr NBA 2023 season
Volunteer Coach for Pittsburg Rec - Soccer 2024 season

Are you avilable for evening meetings?

Yes

Are you available for daytime meetings?

No

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 the Operation and Maintenance Agreement with Ultimate Basketball Fieldhouse LLC

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City of Pittsburg and Ultimate Basketball Fieldhouse LLC (Operator) propose to enter into an agreement (Agreement) for the operation and maintenance of the Dream Courts located at 800 W. Leland Road in Pittsburg, California. Under the proposed Agreement, the Operator shall provide for full operations and maintenance of the Dream Courts for a period of ten (10) years.

FISCAL IMPACT

The Operator will provide cash payments totaling Twenty-One Thousand Six Dollars ($21,006) in the initial year. In Year 2, the Operator shall provide a monthly cash payment of Five Thousand Dollars ($5,000). Beginning Year 3, the Operator shall provide a monthly cash payment of Seven Thousand Five Hundred Dollars ($7,500). Beginning Year 6 through the end of the Agreement, the Operator shall provide for a monthly cash payment of Ten Thousand Dollars ($10,000). Revenue generated over the term of the Agreement and paid to the City is Nine-Hundred Fifty-One Thousand Six Dollars ($951,006), which will be held in an account to pay for any repairs and replacements.

RECOMMENDATION

City Council approve the Resolution, authorizing the City Manager to execute the Agreement with the Operator and authorizing the City Manager to take further actions as necessary to carry out the intent of the Agreement.

BACKGROUND

The Dream Courts is a $9,000,000 cutting-edge indoor facility that is approximately 45,000 square feet, highlighted by five (5) state-of-the-art basketball/multi-purpose courts. In

addition to the court space there will be two (2) offices, storage space, study/flexible space, restroom facilities, and space to accommodate removable bleachers.

In December 2023, the City made available to anyone interested, a Request for Qualifications (RFQ), which sought to identify a qualified firm to negotiate a contract to provide management and related services for the Pittsburg Dream Courts. The preferred operator should have experience in operating a high-quality, state-of-the-art sports facility that is competitive in the industry and attracts diverse activities including, but not limited to, league and tournament play for basketball, volleyball, futsal, cheer, pickleball, as well as opportunities for open gym, camps/clinics, facility rentals, and birthday parties, all resulting in financial viability and a positive net revenue.

The City held a responders' conference in January 2024 to allow for questions/clarifications from staff of which only 2 firms attended. Staff also shared the RFQ directly with ten Bay Area operators of similar facilities. Responses were due by 4 p.m. on Thursday, February 8, 2024, of which the City received three responses; however, one withdrew shortly after the deadline.

SUBCOMMITTEE FINDINGS

This item was presented to the Life Enrichment Subcommittee during the April 9, 2024 meeting.

STAFF ANALYSIS

During the month of March 2024, a panel of staff and community members reviewed and evaluated the written responses to the RFQ. Additionally, the panel toured each of the responding firms' local facilities. Responses were evaluated according to the areas specified in the RFQ: Operational Philosophy, Management Structure, Firm Experience and Qualifications, Management Approach and Methodology, Proposed Budget and Capital Ability, and Facility Tour. During facility tours, respondents explained their operations model, including current marketing, opportunities for tourism, and community benefits each facility provided.

The review panel agreed that both operators are qualified to professionally operate the Dream Courts. However, based on the RFQ evaluation criteria, all 6 panelists scored the Operator as the more qualified operator for the Dream Courts.

The operation of the Dream Courts aligns with the Youth and Young Adult Services Master Plan in several ways. First, Objective 2 Implementation Strategy 2.7 - Develop a strategy to support long-term operation of youth facilities and programs that emphasizes cost reduction and collaboration with other government and private youth service providers. The Agreement with the Operator emphasizes cost reduction and will support a long-term operation through 2034. Second, Objective 2 Implementation Strategy 2.8 - Identify opportunities to partner with a private developer(s) or financier(s) to construct a community recreational center. The Dream Courts facility is in partnership with a private developer. Third, Objective 4 Implementation Strategy 4.2 - Collaborate with local youth sports organizations to incorporate health and fitness components throughout all youth programs and increase youth participation in health and fitness activities, including both competitive and recreational sports. The expanded opportunities that the Dream Courts facility and partnership with the Operator offer an opportunity to elevate the City's programs and achieve these objectives. Fourth and lastly, Objective 4 Implementation Strategy 4.4 - Form

partnerships to conduct youth programs that promote active, healthy lifestyles and positive development. The Operator has a rich history of programs that promote active, healthy lifestyles.

ATTACHMENTS: Resolution
Operation and Maintenance Agreement-Dream Courts

Report Prepared By: Sam Alley, Recreation Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Execution of the)
Operation and Maintenance Agreement) RESOLUTION NO. 24-
With Ultimate Basketball Fieldhouse LLC)

WHEREAS, Dream Courts, a cutting-edge indoor facility that is approximately 45,000 square feet, highlighted by five (5) state-of-the-art basketball/multi-purpose courts, two (2) offices, storage space, study/flexible space, restroom facilities, and space to accommodate removable bleachers is being constructed at 800 West Leland Road in Pittsburg, California; and

WHEREAS, on December 11, 2023, the City of Pittsburg issued a Request for Qualifications (RFQ) which sought out a third-party provider to provide management and related services for the Pittsburg Dream Courts, of which two proposals were received; and

WHEREAS, in March 2024, a panel of staff and community members reviewed the written responses to the RFQ and evaluated the responders according to the areas specified in the RFQ: cover letter, operational philosophy, management structure, firm experience and qualifications, management approach and methodology, proposed budget and capital ability, and facility tour; and

WHEREAS, Ultimate Basketball Fieldhouse, LLC's response showcased the greatest experience and qualifications, while also committing to community trade contributions for recreation programming; and

WHEREAS, the City and Ultimate Basketball Fieldhouse, LLC are proposing to enter into an Operation and Maintenance Agreement (Agreement) for the Dreams Courts for a period of ten (10) years (Term); and

WHEREAS, Ultimate Basketball Fieldhouse, LLC shall pay to the City, Nine Hundred Fifty-One Thousand Six Dollars ($951,006) over the Term of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Agreement with Ultimate Basketball Fieldhouse, LLC and to take further actions as necessary to carry out the intent of the Agreement.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Docusign Envelope ID: 8653B365-FC4E-47B3-9BCD-51756EA72B14

AGREEMENT BETWEEN THE CITY OF PITTSBURG AND ULTIMATE BASKETBALL FIELDHOUSE LLC FOR OPERATION AND MAINTENANCE OF SPORTS FACILITY

THIS Agreement ("Agreement") for services is made by and between the City of Pittsburg ("City") and Ultimate Basketball Fieldhouse, LLC a California limited liability company ("Operator") (together referred to as the "Parties") as of September 1, 2024 (the "Effective Date") for the operation and maintenance of the Dream Courts ("Facility" located at 800 W. Leland Road in Pittsburg, California.

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on July 31, 2034, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 Standard of Performance. Operator shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Operator is engaged.

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

1.4 Time. Operator 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 Operator's obligations hereunder.

Section 2. COMPENSATION. Compensation shall be as set forth in Exhibit B, attached hereto and incorporated herein.

2.1 Payment of Taxes. Operator is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

Docusign Envelope ID: 8653B365-FC4E-47B3-9BCD-51756EA72B14

2.2 Authorization to Perform Services. The Operator 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, Operator 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, Operator, 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 Operator's bid or proposal. Operator shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Operator 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 Operator 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 Operator 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. Operator, 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 Operator has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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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 Operator, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Operator. Coverage can be provided in the form of an endorsement to the Operator'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 Operator'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 Operator'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. Operator agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

f. Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $1,000,000 per occurrence or claim.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Operator, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

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work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Operator'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, Operator 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. Operator shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

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

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Operator 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).

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4.4.5 Waiver of Subrogation. Operator hereby agrees to waive subrogation which any insurer or contractor may require from Operator by virtue of the payment of any loss. Operator 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 Operator, its employees, agents, and subcontractors.

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

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

Section 5. INDEMNIFICATION AND OPERATOR'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Operator 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 Operator'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

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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 Operator 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 Operator or any employee, agent, or subcontractor of Operator 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, Operator shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Operator 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 OPERATOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Operator shall be an independent contractor and shall not be an employee of City.

6.2 Operator Not an Agent. Except as City may specify in writing, Operator shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Operator 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. Operator and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Operator 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. Operator represents and warrants to City that Operator and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits,

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qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Operator and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Operator 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 Operator under this Agreement. Operator 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 Operator thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon eighteen (18) Months prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Operator. In the event of termination, Operator shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Operator delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Operator or prepared by or for Operator 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 Operator recognize and agree that this Agreement contemplates personal performance by Operator and is based upon a determination of Operator'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 Operator. Operator may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee, which will not be unreasonably withheld; provided that Operator may assign its rights in this Agreement to an entity in which the owners of Operator have an equity stake (a "Permitted Assignment"). A Permitted Assignment shall not require the City's consent. Operator shall notify the

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City of a Permitted Assignment within five (5) days of a Permitted Assignment. Operator 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 Operator, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Operator.** If Operator materially breaches any of the terms of this Agreement, which have not been cured within thirty (30) days following written notice from the City of any such breach, the City's remedies shall include, but not be limited to, the following:

8.5.1 Terminate the Agreement.

8.5.2 Retain any work product prepared by Operator pursuant to this Agreement;

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

8.5.4 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 **Operator's Books and Records.** Operator 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 City 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.

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

Operator 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.** Operator 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

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below, as reflected on the receipt of delivery or return receipt, as applicable.

Operator : Ultimate Basketball Fieldhouse, LLC
2675 Mitchell Drive
Walnut Creek, CA 94598
ATTN. Mike Samuels, CEO

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

10.9 [intentionally omitted]

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 Operator and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibits, and Operator's proposal, the Agreement shall control To the extent there are any inconsistences between the Exhibits and the Operator's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Payment 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.

SIGNATURES ON FOLLOWING PAGE

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The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG	**OPERATOR**
	Signed by: Mike Samuels 2483D4730F18455...
Garrett Evans, City Manager	Mike Samuels, CEO

Approved as to Form:

Donna Mooney, City Attorney

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EXHIBIT A

SCOPE OF SERVICES

Operator shall provide the following:

A management team to collectively operate the Dream Courts with the following basic responsibilities:

- Booking/Scheduling of leagues and tournaments
- Promoting and managing sports camps and recreation programming
- Sales and marketing
- Advertising/sponsorship
- Event coordination/supervision
- Financial and administrative services such as accounting, budgeting, purchasing, personnel, and contracting of outside services
- Any other necessary services not able to be provided by the City

As such, specific services and responsibilities are to include, but are not limited to:

A. Management

- Exclusive right to manage and operate all aspects of the Dream Courts in accordance with policies approved by the City
- At all times, manage the operations of the Dream Courts in accordance with the highest professional and ethical standards
- Establish an effective system of communication that encourages linkages and collaborative efforts between the Dream Courts and other related industry segments
- Provide quarterly reports to the City's designee
- Abide by all applicable local, state, and federal laws pertaining to its operation and secure all licenses and permits necessary for the operation of the Facility
- Enter into agreements for purchasing, booking, promotion, coordination and staging of all acts and events to be held at the Facility .
- Enter into contracts for the sale of advertising in the Facility and on billboards and electronic signs within the Facility
- To coordinate the master booking calendar for all events at the Dream Courts

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B. Sales, Marketing, and Sponsorships

- Provide and arrange for all promotion and advertising for the Facility
- Schedule events/tournaments, negotiate contracts and confirm bookings
- Prospect and sell corporate sponsorships
- Modify promotional and marketing materials as appropriate
- Create programming opportunities such as camps, open gym, and clinics
- **Naming Rights.**
  - Operator shall not have the right to enter into agreements relating to the naming of the Facility.
  - Operator shall have the right to enter into agreements relating to naming areas within the Facility, such as specific courts, suites, etc.

C. Financial Obligations of Operator

- Cash guaranteed payments to be paid by Operator to City subject to Exhibit B Payment Schedule
- Financially responsible for all salaries and staffing costs associated with managing the facility and programming; provided that Operator shall not be responsible for any salaries, expenses, or costs for employees or contractors of the City.
- Regular resurfacing of the courts, as needed
- All utilities required to operate including:
  - Gas/Electric
  - Trash
  - Cable/Internet
  - Alarm/Security/Fire
- All related expenses to the programs initiated by Operator unless otherwise negotiated

D. Maintenance Obligations of Operator

- Operator shall keep and maintain the Facility at the level of service provided in Acceptable Condition, including maintaining the interior of the Facility in good order, condition and repair, including walls, ceiling and flooring.
- Operator shall keep and maintain the exterior doors and their fixtures, closers and hinges, locks and key systems, and glass and glazing used in the Facility.
- Operator shall keep and maintain pest control for the duration of the agreement.
- Operator shall provide and pay for custodial services.
- Operator shall keep the interior electrical, lighting, water, and plumbing systems in good order, condition, and repair and shall be responsible for routine maintenance, minor repairs, plumbing stoppages and damage caused by abusive use or neglect.

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- Operator shall maintain (in accordance with the manufacturers' maintenance schedule) and repair the heating, ventilating, and air-conditioning systems.
- Operator shall maintain, repair, and replace A-B-C fire extinguishers within the Facility.

E. Maintenance Obligations of the City

- City agrees to maintain the structural integrity of the building including but not limited to, the exterior surface of the Facility, the roof, roof covering, and all necessary structural repairs to the walls, concrete slab, footing, and foundation of the Facility.
- City shall be responsible for the electrical and plumbing serving the exterior of the building, as well as gutters, landscaping and sprinkler systems, exterior lighting, access roads, curbs and sidewalks provided that such repairs are not made necessary through the negligence or willful misconduct of Operator, its employees, agents, and guests.
- City shall repair damage caused to the interior by failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks.
- City shall be responsible for all major repairs to electrical, lighting and plumbing systems provided that such repairs are not made necessary through the negligence or willful misconduct of Operator, its employees, agents, and guests. Major repairs shall be defined as an expense which exceeds $5,000 per item per occurrence. For the purpose of determining any given expense which may exceed $5,000, three estimates will be obtained, with the lowest bid being the determining factor.
- City shall be responsible for all major repairs of HVAC units provided that such repairs are not made necessary through the negligence or willful misconduct of Operator, its employees, agents, and guests. Major repairs shall be defined as an expense which exceeds $5,000 per item per occurrence. For the purpose of determining any given expense which may exceed $5,000, three estimates will be obtained, with the lowest bid being the determining factor.
- City shall provide and install, at the direction of the Fire Marshal, the necessary number A-B-C fire extinguishers for the Facility at no cost to Operator.
- City shall be responsible for the maintenance and certification of the fire suppression system within the building.

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F. Community Trade Contributions

Operator shall provide annually the following community trade contribution:

Community Trade Contributions**						
	Weeks	**Days/Week**	**Courts**	**Hours/Day**	**Rate**	**Annual Value**
Jr. NBA Practices	12	2	4	2.5	$100.00	$24,000.00
Jr. NBA Games	12	1	5	5	$100.00	$30,000.00
Stay to Play Events	4	2	5	14	$100.00	$56,000.00
Corporate Events	3	3	5	14	$100.00	$63.000.00
Community Clinics	4	1	5	4	$100.00	$8,000.00
Off Peak Flex Time**			Hours:	200 hours annually	$100.00	$20,000.00
				Annual Community Trade Contribution:		**$201,000.00**

**M-F, 8a-6p bookings during school year

Operator shall keep a record of the Community Trade Contributions and shall provide a copy of such records upon request from the City.

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EXHIBIT B

PAYMENT SCHEDULE

Operator is responsible for payment as outlined below to City. Payment shall occur on the 1st day of each month beginning after the completion of the Dream Courts through receipt of certificate of occupancy, which date shall be formally recognized by the City and Operator.

Cash Payment Ramp/Escalator			
Year	**Months**	**Monthly Rate**	**Annual Payment**
1	1-6	$1.00	$21,006
	7-12	$3,500.00	
2		$5,000.00	$60,000
3		$7,500.00	$90,000
4		$7,500.00	$90,000
5		$7,500.00	$90,000
6		$10,000.00	$120,000
7		$10,000.00	$120,000
8		$10,000.00	$120,000
9		$10,000.00	$120,000
10		$10,000.00	$120,000

Operator shall promptly provide all payment records to the City on request.

Payment shall be mail payable to:

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

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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.

OPERATOR

Signed by:

By: Mike Samuels
2483D4730F18433...

Title: CEO, Ultimate Basketball Fieldhouse

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 Approving the Five-Year Capital Improvement Program for Fiscal Years 2024/25 Through 2028/29 and Allocating Funding for Fiscal Year 2024/25

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The Five-Year Capital Improvement Program (CIP) for Fiscal Years 2024/25 through 2028/29 includes projects for construction of new facilities, infrastructure, and for the expansion, rehabilitation, or replacement of City-owned assets.

FISCAL IMPACT

The associated Fiscal Year 2024/25 budgets for expenditures and fund transfers, as detailed in the 2024/25 – 2028/29 CIP, will be incorporated in the 2024/25 Operating Budget. Future year costs and revenues will be reviewed every year by the City Council as part of the annual update and adoption of a new five-year CIP. Adoption of the proposed five-year CIP will include the following actions.

Staff is requesting $1,038,461 of Measure M Surplus funding be allocated to the following projects:

Project	Dollar Amount
Citywide Sidewalk Repairs	$100,000
Zone 4 Pavement Management	$500,000
Pittsburg Premier Fields	$438,461

Staff is requesting $1,842,811 of American Rescue Plan Act (ARPA) funding be allocated to the Pittsburg Premier Fields project.

Staff is requesting the following reallocation of funds.

- Project 3122 – FY 2020/21 Pavement Management has a current approved budget of $436,051 that was previously allocated from the General Fund (Fund 110)

(Resolution 20-13799). This resolution will reallocate these funds to a new project – Zone 4 Pavement Management.
- Project 3324 – California Theatre – Phase 1 has a current approved budget of $106,868 that was previously allocated from grant funding (Resolution 21-14033). This resolution will reallocate these funds to Project 3333 – California Theatre Marquee & Below Stage Modifications.

Staff is also recommending closing the following projects in order to allocate the remaining Park Dedication Funds (PDF), as well as PDF fund balance, totaling $2,263,000, to Project 3080 – Pittsburg Premier Fields

• Project 3071 – Annual Playground Replacement	$195,298
• Project 3072 – City Park Soccer Field Turf Replacement	$234,264
• Project 3073 – Annual Park Features Replacement	$ 27,623
• Project 3074 – Biennial Restroom Replacement/Rehabilitation	$633,623
• Project 3075 – Annual Citywide Park Sign Replacement Program	$ 90,879
• Project 3076 – Biennial Playfield Replacement	$343,226
• Project 3077 – Annual Park and Landscape Improvements	$101,212
• PDF Fund Balance	$636,876

In addition to the funding allocations listed above, the 2024/25 – 2028/29 CIP is recommending additional allocations from various funding sources as identified in the 2024/25 – 2028/29 CIP.

The total estimated cost of the 64 projects in the CIP is approximately $562 million. Staff is requesting a total allocation of $17,272,220 to 22 projects as detailed in Exhibit A to this staff report.

RECOMMENDATION

City Council adopt the attached resolution approving the Five-Year CIP for Fiscal Years 2024/25 through 2028/29 and allocating funding for Fiscal Year 2024/25, which includes allocating Measure M Surplus funds, ARPA funds, reallocating funding from project accounts 3122 and 3324, and closing PDF funded projects and allocating remaining PDF funds, as well as PDF fund balance to Project 3080.

BACKGROUND

The City's Five-Year CIP is a multi-year plan for construction of new facilities, infrastructure, and for expansion, rehabilitation, or replacement of existing City-owned assets. The CIP is developed by staff and is adopted by the City Council as a guide for prioritization of various projects to accomplish community goals. The CIP is updated on an annual basis to reflect changing priorities, reflect changing funding availability, add new projects, and remove projects that have been completed or are no longer needed.

Staff developed the attached update to the CIP for Fiscal Years 2024/25 through 2028/29 through meetings and review of various studies, master plans, maintenance histories, available funding, and other sources.

On August 19, 2024, staff presented the proposed FY 2024/25 – 2028/29 CIP to the City Council, providing an opportunity for the City Council and the public to ask questions and allowing staff to receive feedback.

On September 10, 2024, the Planning Commission will consider the conformance of the CIP with the City's adopted General Plan.

SUBCOMMITTEE FINDINGS

This item was presented to the Infrastructure and Transportation Subcommittee and the Community Advisory Commission on July 25, 2024 and August 14, 2024 respectively.

STAFF ANALYSIS

The proposed 5-Year CIP for FY 2024/25 through 2028/29 reflects previous actions taken by the City Council to allocate funding to CIP projects, as well as a request for allocations of $17,272,220 to projects prioritized for construction. Also, the CIP references anticipated funding allocations for future years that are not requested at this time.

ATTACHMENTS: Exhibit A
Resolution
FY 2024/25 through 2028/29 Capital Improvement Program

Report Prepared By: John Samuelson, Public Works Director/City Engineer

Exhibit A

Project	Project Name	FY 24-25 Requested Allocation	Fund Number	Fund Name
2042	Annual Citywide Traffic Calming	$ 75,000	203	HUTA
2133	Trail Crossing Improvements	$ 11,000	203	HUTA
2242	Annual Citywide Striping and Signage	$ 50,000	203	HUTA
3332	Annual Citywide Fence/Soundwall Repairs	$ 75,000	203	HUTA
TBD	2024/25 Pavement Management	$ 800,000	203	HUTA
5003	West Santa Fe Avenue Sewer Water Rehabilitation	$ 1,000,000	501	WOF
5006	Water System Reliability	$ 1,252,916	501	WOF
5065	WTP Capital Repairs and Improvements	$ 75,000	501	WOF
5070	Annual Filter Media Replacement	$ 100,204	501	WOF
TBD	2024/25 Pavement Management	$ 650,000	111	Measure M
2244	Citywide Sidewalk Repair	$ 100,000	111	Measure M Surplus
3080	Pittsburg Premier Fields	$ 438,461	111	Measure M Surplus
TBD	2024/25 Pavement Management	$ 500,000	111	Measure M Surplus
4077	2024/25 CDBG ADA Curb Ramp Installation Project	$ 273,938	233	CDBG
4079	Linscheid Drive Traffic Calming	$ 202,184	233	CDBG
TBD	2024/25 Pavement Management	$ 1,900,000	228	RMRA
1703	Charge! Fleet EV Infrastructure	$ 44,000	-	Grant: MCE Rebate
TBD	Sheds A-D Upgrades	$ 291,200	550	Marina Enterprise

5816	Duct Bank and Vault Replacements	$ 75,000	580	Island Energy
5820	Waterfront Area Reliability	$ 125,000	580	Island Energy
5821	Outage Recovery	$ 50,000	580	Island Energy
5826	RA Replacement	$ 30,000	580	Island Energy
5827	Electrical Substation Battery Replacement	$ 20,000	580	Island Energy
3080	Pittsburg Premier Fields	$ 1,842,811	298	ARPA
3080	Pittsburg Premier Fields	$ 2,263,000	304	Park Dedication Funds
Other Funding Sources				
2052	Delta De Anza Multimodal Trail Safety Improvements	$ 4,427,000	-	Grant - Reimb.
2052	Delta De Anza Multimodal Trail Safety Improvements	$ 582,406	-	Prefunded
3022	Riverview Park Fishing Pier	$ 18,100	-	Other
	TOTAL	$ 17,272,220		

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Five-Year Capital Improvement Program for Fiscal Years 2024/25 through 2028/29 and Allocating Funding for Fiscal Year 2024/25	RESOLUTION NO. 24-

WHEREAS, the City of Pittsburg's Five-Year Capital Improvement Program is a multi-year plan for construction of new facilities and infrastructure, and for the expansion, rehabilitation, or replacement of existing City-owned assets; and

WHEREAS, the Five-Year Capital Improvement Program is updated annually to reflect changing priorities, funding availability, new projects, and completed projects; and

WHEREAS, staff has prepared the Five-Year Capital Improvement Program for Fiscal Years 2024/25 through 2028/29; and

WHEREAS, the Five-Year Capital Improvement Program for Fiscal Years 2024/25 through 2028/29 has identified funding for twenty-two (22) projects in Fiscal Year 2024/25; and

WHEREAS, on July 25, 2024, staff presented a draft of the Five-Year Capital Improvement Program to the City's Infrastructure -Transportation Subcommittee; and

WHEREAS, on August 14, 2024, staff presented a draft of the Five-Year Capital Improvement Program to the City's Community Advisory Commission; and

WHEREAS, on September 10, 2024, the Planning Commission will consider conformance of the Five-Year Capital Improvement Program with the City of Pittsburg's adopted General Plan; and

WHEREAS, the projects included in the Five-Year Capital Improvement Program have been recommended and prioritized by staff; and

WHEREAS, in compliance with Ordinance 12-1363, the proposed Five-Year Capital Improvement Program project expenditures do not reduce estimated reserves for enterprise fund balances below 30% of operating costs.

WHEREAS, funding allocations approved with this Five-Year Capital Improvement Program include $17,272,220 of various City funds be allocated to twenty-two (22) projects, as detailed in Exhibit A of the staff report; and

WHEREAS, funding allocations approved with this Five-Year Capital Improvement Program include $1,038,461 of Measure M Surplus funds to be allocated to project 2244 – Citywide Sidewalk Repair, Project 3080 – Pittsburg Premier Fields, and Zone 4 Pavement Management; and

WHEREAS, funding allocations approved with this Five-Year Capital Improvement Program include $1,842,811 of American Rescue Plan Act (ARPA) funds to be allocated to project 3080 - Pittsburg Premier Fields; and

WHEREAS, Project 3122 – FY 2020/21 Pavement Management has a current approved budget of $436,051.13 that was previously allocated from the General Fund (Fund 110) (Resolution 20-13799). This resolution will reallocate these funds to a new project – Zone 4 Pavement Management; and

WHEREAS, Project 3324 – California Theatre – Phase 1 has a current approved budget of $106,867.70 that was previously allocated from grant funding (Resolution 21-14033). This resolution will reallocate these funds to Project 3333 – California Theatre Marquee & Below Stage Modifications; and

WHEREAS, this resolution will close projects funded by Park Dedication Funds (PDF): 3071 – Annual Playground Replacement; 3072 – City Park Soccer Field Turf Replacement; 3073 – Annual Park Features Replacement; 3074 – Biennial Restroom Replacement/ Rehabilitation; 3075 – Annual Citywide Park Sign Replacement Program; and 3076 – Biennial Playfield Replacement; and 3077 – Annual Park and Landscape Improvements. The total remaining funds from these closed PDF funded projects, as well as PDF fund balance, all totaling $2,263,000, will be allocated to project 3080 - Pittsburg Premier Fields.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pittsburg hereby approves the Five-Year Capital Improvement Program for Fiscal Years 2024/25 through 2028/29.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg hereby allocates Fiscal Year 2024/25 funds as detailed in Exhibit A of the staff report, which include: the allocation of $1,038,461 of Measure M Surplus funds to the following three projects - projects 2244, 3080, and Zone 4 Pavement Management; allocation ARPA funds to project 3080; reallocates funds from project 3122 to Zone 4 Pavement Management and project 3324 to project 3333; closes projects 3071, 3072, 3073, 3074, 3075, 3076, and 3077 and allocates the remaining balances, as well as PDF fund balance to project 3080.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

City of Pittsburg
California

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

2024/25 - 2028/29





65 CIVIC AVENUE

PITTSBURG, CA 94565

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September 16, 2024

FY 2024/25 - FY 2028/29

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

Dear Mayor, Members of the City Council, and Citizens of Pittsburg:

We are pleased to submit the 2024/25 – 2028/29 Capital Improvement Program (CIP) outlining the City of Pittsburg's five-year infrastructure and capital planning needs. This document is prepared separately from the City's Operating Budget to provide a more thorough and detailed description of the capital improvement projects contained within. The CIP projects have been carefully evaluated to ensure: 1) the City's capital improvement needs are met, both now and in the future and 2) they support the City's Mission Statement and General Plan.

_____

John Samuelson, Public Works Director/City Engineer

CITY OF PITTSBURG
FY 2024/25 - FY 2028/29
FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

City Council

Juan Antonio Banales ..... MAYOR
Jelani Killings ..... VICE MAYOR
Angelica Lopez ..... COUNCIL MEMBER
Dionne Adams ..... COUNCIL MEMBER
Shanelle Scales-Preston ..... COUNCIL MEMBER

Executive Team

Garrett Evans ..... CITY MANAGER
Maria Aliotti ..... ASSISTANT CITY MANAGER
John Samuelson ..... PUBLIC WORKS DIRECTOR/CITY ENGINEER

PREPARED BY

Public Works Department Staff

September 16, 2024

Contributors

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Paul Rodriguez ..... DIRECTOR OF FINANCE
Andy Wang ..... ASSISTANT FINANCE DIRECTOR
Kolette Simonton..... DIRECTOR OF RECREATION
Vanessa Xie ..... ADMINISTRATIVE OFFICER – PITTSBURG POWER

OVERVIEW

The City of Pittsburg's (City) 5-Year Capital Improvement Program (CIP) is a multi-year planning instrument for all individual capital improvement projects and funding sources, such as construction of new facilities and infrastructure. CIP also oversees the expansion, rehabilitation, or replacement of existing City-owned assets. The 5-Year CIP is developed by City Staff and is adopted by the City Council as a guide for prioritization of various projects to accomplish goals for our community. The CIP is updated regularly to reflect changing priorities, funding availability, and to remove completed projects.

The CIP aims to enhance the quality of life in the City by making improvements to the structures, systems, facilities, and utilities that serve the community. The assets that are installed, replaced, and rehabilitated are designed within a useful life to be used for decades.

The 5-Year CIP for Fiscal Year (FY) 2024/25 through FY 2028/29 includes **64** current or new projects with a total estimated cost of **$565,481,232** for the benefit of the residents of Pittsburg which includes projects proposed by Pittsburg Power Company at the Island Energy facility on Mare Island in Vallejo.

Each of the proposed projects meets one or more of the following criteria:

- Elimination of potentially hazardous or unsafe conditions and potential liability
- Replacement of high-maintenance, inefficient or ineffective infrastructure
- Improvement to and/or creation of new services to the public
- Compliance with regulatory requirements and mandates
- Stimulation of the local economy and elimination of blighted conditions
- Compliance with the City of Pittsburg General Plan
- Preservation of existing assets

The schedule and prioritization of CIP projects are based on available funding, benefit to the public, and funding restrictions. The staff has solicited comments from department management and other City staff to evaluate projects proposed for inclusion in the CIP. Every project on the list has been objectively evaluated and ranked to allow decision-makers, stakeholders, and City staff to make the best use of available funding resources.

Capital Improvement Program (CIP) Prioritization Policy and Descriptors

For an effective CIP, factors are used to guide the City Council to prioritize the needs of the community. These factors are vetted by internal staff (TEAM) that will continuously review and adjust existing and proposed CIP projects. The TEAM consists primarily of the City Manager's Office, Community and Economic Development, Community Services, Environmental Services, Finance, Public Works, and Recreation Departments. The TEAM will provide guidelines and procedures to maintain consistency across all departments responsible for managing the assets of the City of Pittsburg.

The City Council will use this prioritization policy as a guide, based on the list of existing and potential CITY projects, to accomplish community goals. Factors analyzed consist of, but is not limited to, the following:

- Federal, State and Local regulations.
- Demands due to increased population and development.
- Potential for increased efficiencies in infrastructure.
- Maintenance of existing service level and Quality of Service.

- Risk to Health, Safety and Environment and Regulatory or Mandated Requirements.
- Funding Availability.
- Community Investment and Economic Prosperity.
- Sustainability and Conservation.
- Multiple Cross Relationship Opportunities.

The prioritization of CIP projects will be included in a five-year program planning period that will have priority levels assigned to each project. Prioritization will be based upon the descriptors within each asset category, and have been grouped into the following:

- **Priority Level 1: Essential (High)–** Projects in the Level 1 category are the highest priority projects. These projects are current in status and prioritized to protect the health, safety, and welfare of the general public.
    - **Priority Level 1 Descriptors:**
        - 1A. Ongoing Projects – Currently under construction.
        - 1B. Legal/Regulatory Obligations – Required by Federal, State, County or other municipal requirements.
        - 1C. Safety/Emergency Obligations – Ensure the safety of the citizens, mitigate emergencies, and reduce liability to the City.
        - 1D. Development – Required due to development projects.
        - 1E. Consensus Priority – Identified as a consensus goal by City Council.

- **Priority Level 2: Required (Medium)–** Projects in the Level 2 category are medium priority. These projects should replace facilities that are past the service life according to industry standard practice or to make a determination that a retrofit of the existing facilities is cost effective and/or efficient.
    - **Priority Level 2 Descriptors:**
        - 2F. Development – Funded entirely with Development Impact Fee funds.
        - 2G. Agency Assisted – Relying on outside agencies for funding, including grants, which may have funding expenditure deadlines.
        - 2H. Service Increase/Maintenance – Increase the efficiency or maintain the existing service levels of City systems.

- **Priority Level 3: Goals (Low)** – Projects in the Level 3 category are low priority which are “desirable and optional” projects if appropriate funding avenues exist.
    - **Priority Level 3 Descriptors:**
        - 3I. Aesthetic Improvements – Enhances the appearance of City facilities.
        - 3J. Any project which does not meet any of the above criteria.

Proposed funding for the listed projects is according to their priority ranking or available funding. The staff obtain funding projections and available funding for current and future projects from the City’s Finance Department and apply them to the CIP accordingly. These projects will receive further evaluation in the next 5-Year CIP update beginning in FY 2025/26.

ACCOMPLISHMENTS FROM FY 2023/24

On June 19, 2023, the City Council adopted Resolution 22-14318 approving the Five-Year Capital Improvement Program (CIP) for FY 2023/24 - 2027/28 allocating funds to various projects. Since the approval of the previous 5-year CIP, staff made progress moving new projects forward to completion and act towards completing existing projects. Below is a summary of accomplishments since the City Council's approval of the last 5-Year CIP update:

1. COMPLETED CIP PROJECTS

Since adoption of the previous 5-year CIP there are **13** completed CIP projects which are those projects that have completed the entire scope and accomplished the stated goals or are in close-out phase.

These projects include the following:

Completed (13 Projects)	
Project No.	**Project Name**
1802	Police Department Electric Vehicle Chargers
2033	Loveridge Road Pavement Maintenance
2039	Citywide Traffic Calming-Manville Avenue Speed Humps
2050	Safe Routes to School
2234	22/23 Traffic Signal Modification
2241	East Leland Road Pavement Maintenance
3021	City Park Tree Safety Maintenance
3119	Police Department Evidence and Intake Room Improvements
4066	22/23 ADA Curb Ramp Installation
4097	23/24 ADA Curb Ramp Installation
5080	HDPE Water Main Reducer Emergency Repair
5515	Basin 3 Dredge
6240	Residential Channel Dredge

2. ACTIVE CIP PROJECTS

There are **64** active projects which are those projects that Staff is currently planning, are being designed or have been designed, are out for contractors to bid on, or are under construction.

These projects include the following:

Streets (21 Projects)		
Page No.	**Project No.**	**Project Name**
33	2019	BART Pedestrian/Bicycle Connectivity
34	2028	HSIP 10-Crestview Drive Safety Improvements
35	2038	HSIP 10- Citywide Roadway Improvements
36	2040	2023/24 Pavement Management
37	2042	Annual Citywide Traffic Calming
38	2051	Marina Blvd Buffered Bicycle Lanes
39	2052	Delta De Anza Multimodal Trail Safety Improvements
40	2133	Trail Crossing Improvements (TDA)
41	2228	Citywide Arterial Median Conversion
42	2231	OBAG II Pavement Improvement
43	2242	Annual Citywide Striping & Signage
44	2244	Citywide Sidewalk Repair
45	2608	Kirker Pass Road Rehabilitation
46	3015	James Donlon Boulevard Extension
47	3038	West Leland Road Extension Phase II
48	3332	Annual Citywide Fence/Soundwall Repairs
49	4077	2024/25 CDBG ADA Curb Ramp Installation
50	4079	Linscheid Drive Traffic Calming
51	TBD	Zone 4 Pavement Management
52	TBD	Pavement Management Program
53	TBD	Loveridge Road Frontage Improvements

Signal (3 Projects)		
Page No.	**Project No.**	**Project Name**
55	2227	HSIP 9 Citywide Traffic Signal Improvements
56	2243	Countywide Smart Signals
57	2314	Pittsburg Center Smart City Pilot

Water (8 Projects)		
Page No.	**Project No.**	**Project Name**
59	5006	Water System Reliability (Cabrillo Place Waterline)
60	5007	Highlands Ranch Tank Improvements
61	5009	Water Treatment Plant Reservoir Control Panel & PLC Replacement
62	5065	Water Treatment Plant Capital Repairs and Improvements
63	5067	Water Treatment Plant Filtration Improvement & Hypochlorite Conversion
64	5070	Annual Filter Media Replacement
65	5071	20" Water Main W. Leland (WTP to SW Hills)
66	TBD	Bella Vista/Riverview Park Water Consolidation Project

Sewer (2 Projects)		
Page No.	**Project No.**	**Project Name**
68	5003	West Santa Fe Ave. Sewer Water Rehabilitation
69	TBD	Central Addition Water and Sewer Rehabilitation (Phase 1)

Storm (5 Projects)		
Page No.	**Project No.**	**Project Name**
71	1801	Frontage Road Living Green Trail
72	3023	Willow Pass Storm Drain Repair
73	8336	Americana Park Bypass Channel
74	TBD	California Avenue Full Trash Capture Device
75	TBD	Storm Drain Master Plan

Building (6 Projects)		
Page No.	**Project No.**	**Project Name**
77	1650	Marina Community Center Improvements
78	3026	60 Civic Building Repair
79	3118	Corporation Yard Fueling System Replacement
80	3333	California Theater Marquee & Below Stage Modification
81	3334	City Council Chambers Upgrade
82	TBD	Corporation Yard Fueling Underground Monitoring

Parks (3 Projects)		
Page No.	**Project No.**	**Project Name**
83	1754	City Park Restroom Facility
84	3040	Buchanan Park Pond Loop Replacement
85	3080	Pittsburg Premier Fields

General (8 Projects)		
Page No.	**Project No.**	**Project Name**
87	1703	CHARGE Fleet EV Infrastructure
88	1755	City Entrance Features
89	1756	Landscape Master Plan
90	2987	E. 3rd Street Remediation
91	3018	Police Department Security Fence
92	3019	Reviving the Heart of Pittsburg Pride
93	3024	Buchanan Road Slope Repair
94	TBD	ADA Transition Plan

Marina (3 Projects)		
Page No.	**Project No.**	**Project Name**
96	3022	Riverview Park Fishing Pier
97	5704	Central Harbor Park (CHP) & Boat Launch Facilities (BLF)
98	TBD	Sheds A-D Upgrades

Power (6 Projects)		
Page No.	**Project No.**	**Project Name**
100	5816	Duct Bank and Vault Replacements
101	5820	Waterfront Area Reliability
102	5821	Outage Recovery
103	5826	RA Replacement
104	5827	Electrical Substation Battery Replacement
105	TBD	Water Treatment Plant Alternative Fuel Conversion

PROJECT CATEGORIES/POTENTIAL FUNDING SOURCES

The projects included in the FY 2024/25 – FY 2028/29 CIP have been divided into ten categories. Projects included in the 5-year CIP are those that are a high priority and are fully funded, partially funded, or unfunded. Below is a description of the categories, funding requirements, as well as potential funding restrictions that may be affecting a particular project category.

These categories include the following:

Street Projects

This section includes street rehabilitation and reconstruction as well as medians, striping, curb & gutter, street lighting, and traffic calming.

Funding Sources:
Measure J, Measure M, Measure M Surplus, Developers, HUTA Gas Tax, RMRA Gas Tax, LTMF, are the primary sources of funding for street projects. Additional funding comes from various grants that are available through agencies on the federal, state, and local level.

The current 5-year CIP identifies **21** street projects totaling **$417.2 million** that are included as current or proposed projects. This category is made up of a combination of new roadways and pavement rehabilitation/maintenance projects.

Funding Restrictions:
Developments fees are included as funding sources for new roadways but only when the development is proposed and moving forward.

Pavement rehabilitation/maintenance of existing streets are ranked according to the Pavement Condition Index (PCI) on a scale of 1 to 100. The higher the PCI correlates to better pavement conditions. The PCI will increase when pavement rehabilitation/maintenance projects are performed. According to the current Pavement Management Technical Assistance Program (P-TAP) report and data from the City's pavement management software, Streetsaver, the current average PCI number for the City's streets is **57**. To maintain the City's current average PCI number requires approximately **$4.1 million** per year for new pavement rehabilitation/maintenance projects. To increase the PCI by 5 points the City will need to allocate approximately **$7.5 million** per year for new pavement rehabilitation/maintenance projects.

Signal Projects:

This section includes projects at intersections that currently warrant a traffic signal, will warrant a signal soon, or need upgrades to the existing signals or signal timing.

Funding Sources:
The primary funding sources for signal projects are Measure J, Developers, HUTA Gas Tax, RMRA Gas Tax, LTMF. Additional funding can be provided by grants from outside agencies.

The current 5-year CIP identifies **3** signal projects totaling **$3.8 million** that are included as current or proposed projects.

Funding Restrictions:
The installation of traffic signals is usually funded by Transportation Mitigation Funds, developers, or a combination of the two. For those signal projects not eligible for these funds, various grants, HUTA, RMRA, and Measure J funds are also available. However, use of HUTA, RMRA, and Measure J funds for this purpose reduces funding availability

for street rehabilitation and maintenance projects. Signal equipment, upgrades, and maintenance compete for funding along with other pavement and O&M CIP projects.

Water Projects:
This section includes water system improvements that have been identified as a maintenance problem or are included in the Water System Master Plan as requiring installation or upgrade.

The current 5-year CIP identifies **8** water projects totaling nearly **$75.0 million** that are included as current or proposed projects.

Funding Sources:
The primary funding sources for this category are Water Operations Fund, Water Facility Reserve Fund, and Developers.

Funding Restrictions:
The City's Water Operations Fund, which is comprised of customer service payments, is the usual source of funds for the rehabilitation, maintenance, and upgrade of the City's water system. Projects that provide for system expansion are funded by new development through the Water Facility Reserve fund, which is derived from connection fees from new development.

Sewer Projects:
This section includes sewer system improvements that have been identified as a maintenance problem or are included in the Wastewater Collection System Master Plan as requiring installation or upgrade.

The current 5-year CIP identifies **2** sewer projects totaling **$22.6 million** that are included as current or proposed projects.

Funding Sources:
The primary funding sources for this category are Sewer Operations Fund, Sewer Facility Reserve and Developers.

Funding Restrictions:
Rehabilitation, upgrade, and maintenance of the City's sanitary sewer system is usually funded by the City's Sewer Operation Fund, which is derived from customer service charges. Projects for system expansion are funded by new development connection facility reserve charges. Currently there are sufficient funds to finance new projects in the immediate future.

Storm Drain Projects:
This section includes storm drainage improvements identified as a flood hazard, maintenance problem or included in the Stormwater Management Plan as requiring installation or upgrade.

The current 5-year CIP identifies **5** storm drain projects totaling **$6.9 million** that are included as current or proposed projects.

Funding Sources:
The primary funding sources for this category are NPDES Fund (very limited and restricted), Developers, and Kirker Creek Drainage Fund

Funding Restrictions:

Installation, upgrade, and maintenance of the City's storm drain system have been typically funded by NPDES funds or grants. An additional source of funding for certain eligible projects is the Kirker Creek Drainage Fund, a restricted funding source. The amount available from each of these funding sources is very limited.

Building Projects:
This section includes improvements, rehabilitation, or new construction of City-owned buildings.

The current 5-year CIP identifies **5** building projects totaling **$4.5 million** that are included as current or proposed projects.

Funding Sources:
The primary funding sources for this category of projects includes General Fund.

Funding Restrictions:
Construction of new and improvements to existing City owned buildings were previously funded by the RDA. Other funding sources are grants. These funds do not contribute to the additional maintenance costs incurred once the new City owned facilities are in service. The City's Building Maintenance Fund covers ongoing maintenance of City-owned buildings.

Park Projects:
This section includes improvements, rehabilitation, or new construction of parks and recreational facilities throughout the City.

The current 5-year CIP identifies **3** park projects totaling **$18.0 million** that are included as current or proposed projects.

Funding Sources:
The primary funding sources for this category are General Fund Surplus, Park Dedication Fund (PDF), and grants from outside agencies.

Funding Restrictions:
Construction of new parks and improvements to existing City parks are usually funded by the City's Park Dedication Fund (PDF). Other sources of funding have been through the grant procurement process.

Park construction grants and other funds typically are for construction of new improvements or rehabilitation of existing facilities, and do not provide for maintenance. Expenditure of these funds usually results in an increase in the Parks and Maintenance Services' operational and maintenance costs. However, these funding sources may be used for improvements that may reduce maintenance costs, such as artificial turf or centralized irrigation. Due to the relative unavailability of operation and maintenance (O&M) funding, staff evaluate new park proposals carefully to consider future cost impacts and to identify funding for operational and maintenance costs. Construction of new parks or improvements may be postponed to a later date when additional funding is available. New parks will need to account for potential droughts. Alternative sources of irrigation water or plant material will need to be evaluated as funding for new facilities becomes available. Another source of funding needs to be identified to fund the O&M for new facilities and improvements, or new construction will need to be reduced or eliminated to ensure proper maintenance of existing facilities. One possible source of additional O&M funding for parks is an increase in the landscape and lighting district assessments.

General Projects:
This section includes projects that do not fall into any of the other categories but are included in the 5-Year CIP.

The current 5-year CIP identifies **8** general projects totaling **$8.6 million** that are included as current or proposed projects.

Funding Sources:
The primary funding sources for this category of projects include ARPA, General Fund Surplus, and Federal/State Funding.

Funding Restrictions:
Projects listed in the General Projects section of the CIP are funded by various sources.

Marina Projects:
This section includes projects that are in the 5-Year CIP related to the City owned and maintained marinas.

The current 5-year CIP identifies **3** Marina projects totaling **$4.6 million** that are included as current or proposed projects.

Funding Sources:
The primary funding sources for this category of projects are the Marina Enterprise Fund, Waterfront Grants, and Waterfront Operations.

Funding Restrictions:
Projects listed in the Marina Projects section of the CIP are generally funded by grants and the revenue collected at the marina from gasoline sales and boat slip rentals. Waterfront funds from City-managed tidelands leases also subsidize marina projects.

Pittsburg Power Projects:
This section includes projects that are included in the 5-Year CIP for construction by Pittsburg Power (PP) or Island Energy (IE).

The current 5-year CIP identifies **6** Pittsburg Power Company projects totaling **$4.2 million** that are included as current or proposed projects.

Funding Sources:
The primary funding sources for this category are the Pittsburg Power and Island Energy funds.

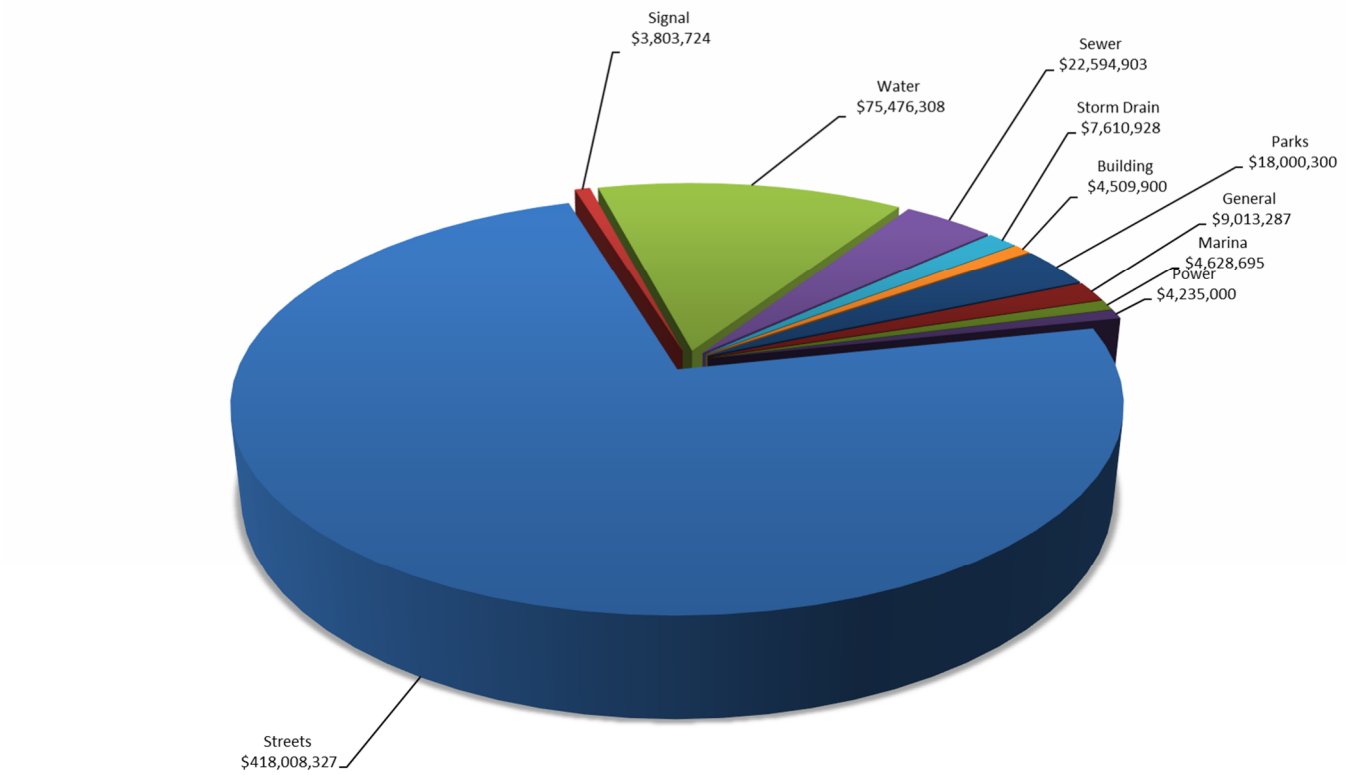
Funding Restrictions:
Projects listed in the Pittsburg Power Projects section of the CIP are funded by revenues collected by Island Energy (IE) and Pittsburg Power. These funds have occasionally been used to fund programs and projects within the City of Pittsburg. Projects currently included in the CIP as funded by Pittsburg Power or Island Energy are for power related projects at the Island Energy facility on Mare Island in Vallejo.

CAPITAL IMPROVEMENT PROGRAM SUMMARY

The following table summarizes the total estimated project expenditures planned, by category, for the projects included in the 5-Year CIP FY 2024/25 through 2028/29. The table also indicates the projected year those funds are anticipated to be expended. At this time, new funding will be requested only for projects planned to begin planning, design, and/or construction in FY 2024/25. The remaining projects are projections based on estimates for the project costs and funds available. This table includes projects that are anticipated to be funded during the 5-year period. Amounts in the Prior Funding column have previously been allocated by the City Council through other actions.

Capital Improvement Program Expenditures by Category

Category	Prior ($)	FY 2024-25 ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	Total Per Category
Streets	$ 30,696,881	$ 9,646,528	$ 4,121,765	$ 5,677,000	$ 38,113,000	$ 329,753,153	$ 418,008,327
Signal	$ 3,803,724	$ -	$ -	$ -	$ -	$ -	$ 3,803,724
Water	$ 54,111,188	$ 12,487,204	$ 3,577,916	$ 125,000	$ 125,000	$ 5,050,000	$ 75,476,308
Sewer	$ 7,802,530	$ 1,000,000	$ 9,842,373	$ -	$ 520,000	$ 3,430,000	$ 22,594,903
Storm Drain	$ 4,520,928	$ -	$ 650,000	$ 2,440,000	$ -	$ -	$ 7,610,928
Building	$ 4,509,900	$ -	$ -	$ -	$ -	$ -	$ 4,509,900
Parks	$ 1,837,300	$ 5,794,272	$ -	$ -	$ -	$ 10,368,728	$ 18,000,300
General	$ 8,209,287	$ 44,000	$ 660,000	$ -	$ 100,000	$ -	$ 9,013,287
Marina	$ 3,719,395	$ 909,300	$ -	$ -	$ -	$ -	$ 4,628,695
Power	$ 1,300,000	$ 300,000	$ 1,134,752	$ 1,300,248	$ 100,000	$ 100,000	$ 4,235,000
Total Per Fiscal Year	$ 120,511,133	$30,181,304	$19,986,806	$9,542,248	$38,958,000	$348,701,881	$567,881,372

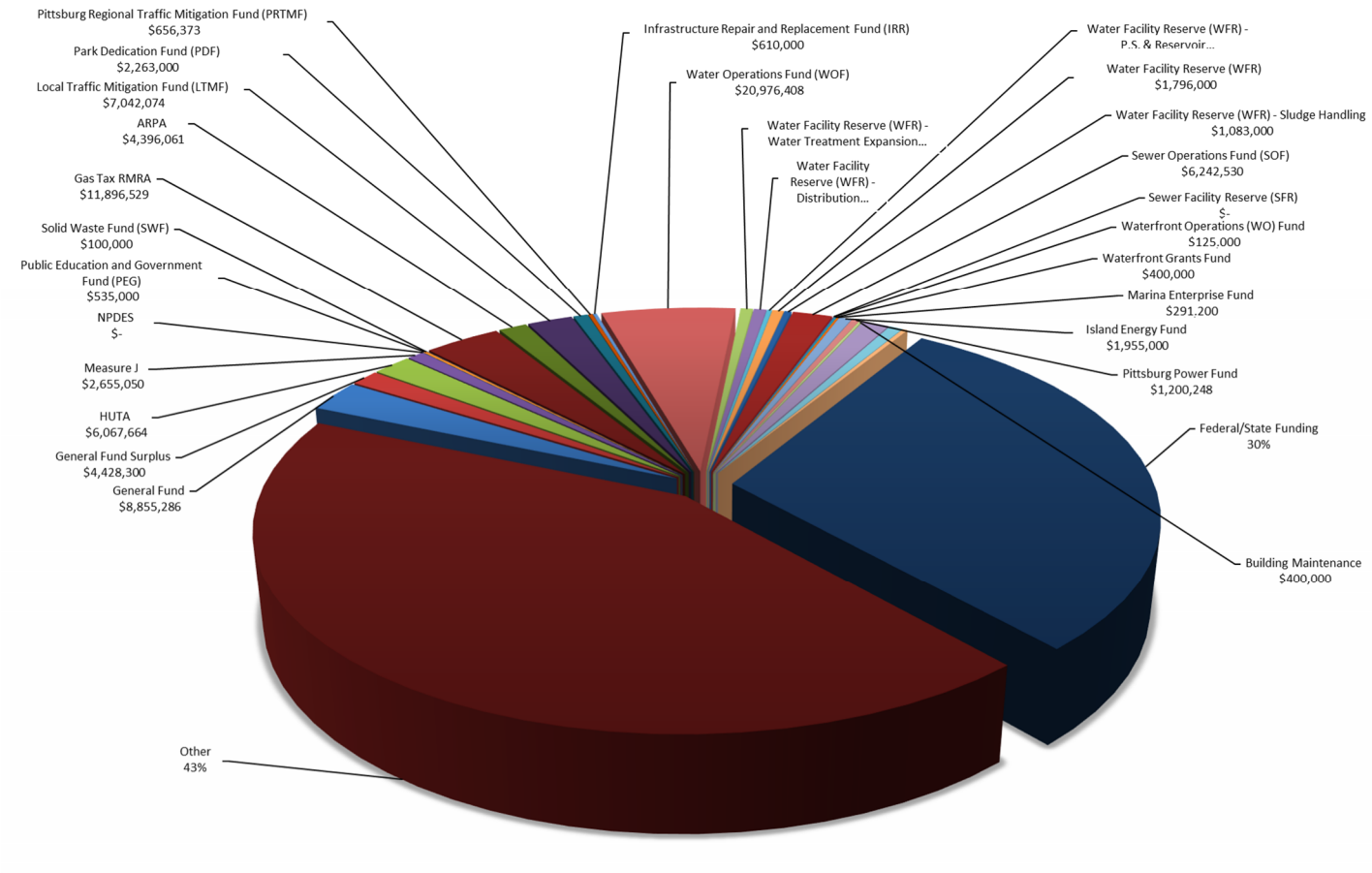


Capital Improvement Program Funding by Source

Category	Fund Number	Current ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)	Total Per Funding Source
General Fund	110	$ 6,272,880	$ 582,406	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 8,855,286
General Fund Surplus	-	$ 4,428,300	$ -	$ -	$ -	$ -	$ -	$ 4,428,300
HUTA	203	$ 1,356,664	$ 1,011,000	$ 925,000	$ 925,000	$ 925,000	$ 925,000	$ 6,067,664
Measure J	204	$ 955,050	$ -	$ 425,000	$ 425,000	$ 425,000	$ 425,000	$ 2,655,050
NPDES	207	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Public Education and Government Fund (PEG)	208	$ 535,000	$ -	$ -	$ -	$ -	$ -	$ 535,000
Solid Waste Fund (SWF)	210	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ 100,000
Gas Tax RMRA	228	$ 2,832,580	$ 1,900,000	$ 1,463,949	$ 1,567,000	$ 2,233,000	$ 1,900,000	$ 11,896,529
ARPA	298	$ 2,553,250	$ 1,842,811	$ -	$ -	$ -	$ -	$ 4,396,061
Local Traffic Mitigation Fund (LTMF)	303	$ 5,154,074	$ -	$ -	$ -	$ -	$ 1,888,000	$ 7,042,074
Park Dedication Fund (PDF)	304	$ -	$ 2,263,000	$ -	$ -	$ -	$ -	$ 2,263,000
Pittsburg Regional Traffic Mitigation Fund (PRTMF)	307	$ 656,373	$ -	$ -	$ -	$ -	$ -	$ 656,373
Infrastructure Repair and Replacement Fund (IRR)	310	$ 610,000	$ -	$ -	$ -	$ -	$ -	$ 610,000
Water Operations Fund (WOF)	501	$ 16,273,288	$ 2,428,120	$ 125,000	$ 1,900,000	$ 125,000	$ 125,000	$ 20,976,408
Water Facility Reserve (WFR) - Water Treatment Expansion	502	$ 1,910,000	$ -	$ -	$ -	$ -	$ -	$ 1,910,000
Water Facility Reserve (WFR) - Distribution	503	$ 1,988,000	$ -	$ -	$ -	$ -	$ -	$ 1,988,000
Water Facility Reserve (WFR) - P.S. & Reservoir	506	$ 745,000	$ -	$ -	$ -	$ -	$ -	$ 745,000
Water Facility Reserve (WFR)	507	$ 1,796,000	$ -	$ -	$ -	$ -	$ -	$ 1,796,000
Water Facility Reserve (WFR) - Sludge Handling	509	$ 1,083,000	$ -	$ -	$ -	$ -	$ -	$ 1,083,000
Sewer Operations Fund (SOF)	521	$ 4,467,530	$ -	$ -	$ 1,775,000	$ -	$ -	$ 6,242,530
Sewer Facility Reserve (SFR)	523	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Waterfront Operations (WO) Fund	540	$ 25,000	$ 100,000	$ -	$ -	$ -	$ -	$ 125,000
Waterfront Grants Fund	541	$ -	$ 400,000	$ -	$ -	$ -	$ -	$ 400,000
Marina Enterprise Fund	550	$ -	$ 291,200	$ -	$ -	$ -	$ -	$ 291,200
Island Energy Fund	580	$ 1,280,000	$ 280,000	$ 155,000	$ 80,000	$ 80,000	$ 80,000	$ 1,955,000
Pittsburg Power Fund	590	$ -	$ -	$ -	$ 1,200,248	$ -	$ -	$ 1,200,248
Building Maintenance	621	$ 400,000	$ -	$ -	$ -	$ -	$ -	$ 400,000
Measure M	-	$ 923,829	$ 650,000	$ 650,000	$ 650,000	$ 650,000	$ 650,000	$ 4,173,829
Measure M Surplus	-	$ 920,800	$ 1,038,461	$ 100,000	$ -	$ -	$ -	$ 2,059,261
CDBG	-	$ 318,174	$ 476,122	$ -	$ -	$ -	$ -	$ 794,296
Federal/State Funding	-	$ 28,166,371	$ 4,533,800	$ 959,752	$ 2,040,000	$ -	$ 68,000,000	$ 103,699,923
Other	-	$ 52,237,999	$ 62,100	$ -	$ 1,310,000	$ 82,320,000	$ 14,220,000	$ 150,150,099
Total Per Fiscal Year		$ 137,989,162	$ 17,859,020	$ 5,303,701	$ 12,372,248	$ 87,258,000	$ 88,713,000	$349,495,131

Category	Fund Number	Current ($)	FY 2023-24 ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	Unfunded Total
Unfunded	-	$ -	$ 561,200	$ 13,410,189	$ 300,000	$ 33,900,000	$ 263,675,153	$ 311,846,542
Total Per Fiscal Year		$ -	$ 561,200	$ 13,410,189	$ 300,000	$ 33,900,000	$ 263,675,153	$ 311,846,542

TOTAL + UNFUNDED	$ 661,341,673


Pittsburg Regional Traffic Mitigation Fund (PRTMF)
$656,373
Park Dedication Fund (PDF)
$2,263,000
Local Traffic Mitigation Fund (LTMF)
$7,042,074
ARPA
$4,396,061
Gas Tax RMRA
$11,896,529
Solid Waste Fund (SWF)
$100,000
Public Education and Government Fund (PEG)
$535,000
NPDES
$-
Measure J
$2,655,050
HUTA
$6,067,664
General Fund Surplus
$4,428,300
General Fund
$8,855,286
Other
43%
Infrastructure Repair and Replacement Fund (IRR)
$610,000
Water Operations Fund (WOF)
$20,976,408
Water Facility Reserve (WFR) - Water Treatment Expansion...
Water Facility Reserve (WFR) - Distribution...
Water Facility Reserve (WFR) - P.S. & Reservoir...
Water Facility Reserve (WFR)
$1,796,000
Water Facility Reserve (WFR) - Sludge Handling
$1,083,000
Sewer Operations Fund (SOF)
$6,242,530
Sewer Facility Reserve (SFR)
$-
Waterfront Operations (WO) Fund
$125.000
Waterfront Grants Fund
$400,000
Marina Enterprise Fund
$291,200
Island Energy Fund
$1,955,000
Pittsburg Power Fund
$1,200,248
Federal/State Funding
30%
Building Maintenance
$400,000

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City of Pittsburg
California





CAPITAL IMPROVEMENT PROGRAM
FUNDING SOURCES

2024/25 - 2028/29





The following section discusses the major funding sources available to fund CIP projects. Funding amounts included in the "Current" column are previous allocations from the corresponding fund. Funding amounts in the "FY 2024/25" column are funds that are available for use on CIP projects in fiscal year 2024/25 as of the date this document was prepared. Funding amounts listed for the remaining fiscal years are estimated net funds available for use as a funding source for CIP projects. New funding is requested only for projects planned for FY 2024/25. The remaining projects for FY 2025/26 through FY 2028/29 are projections based on anticipated funding availability. Enterprise funds are budgeted to maintain a reserve equal to 30% of their operating expenses.

Restricted vs. Unrestricted Funding Sources

Funding sources for CIP projects include those considered restricted funds that can finance only specific types of projects. Examples of restricted funds are Water, Sewer, Park Dedication, HUTA, RMRA, Measure J, Infrastructure Repair and Replacement Fund, Waterfront, and Traffic Mitigation. These funds vary in their project restrictions.

Other funding sources included in the CIP are unrestricted funds that can be used on any type of project. An example of an unrestricted fund would be the City's General Fund and the Pittsburg Power Company Fund.

Fund Balances and Projected Funding Availability

The major sources of funding (and their abbreviations) for projects included in the current 5-Year CIP are as follows (fund balances estimated as of June 2024):

General Fund (GF)

The General Fund's major revenue sources include property and sales taxes, franchise taxes, other taxes, and intergovernmental revenue, permits, licenses and fees.

Current and Projected General Fund Availability: Fund 110

Category	Description	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	Kirker Pass Road Rehabilitation	2608	$ 248,829					
	2023/24 Pavement Management	2040	$ 1,200,000					
	Delta De Anza Multimodal Trail Safety Improvements	2052		$ 582,406				
	Zone 4 Pavement Management	TBD	$ 463,051					
	Pavement Management Program	TBD			$ 500,000	$ 500,000	$ 500,000	$ 500,000
Signal	(HSIP 9) Traffic Signal Improvements Project	2227	$ 161,000					
Storm	Willow Pass Storm Drain Permanent Repair	3023	$ 800,000					
Building	60 Civic Building Repair	3026	$ 800,000					
General	Police Department Security Fence	3018	$ 350,000					
	City Entrance Feautures	1755	$ 250,000					
	Buchanan Road Slope Repair	3024	$ 2,000,000					
	CIP Expenditures		$ 6,272,880	$ 582,406	$ 500,000	$ 500,000	$ 500,000	$ 500,000

General Fund Surplus

A General Fund surplus is the amount of revenue available for new spending commitments after paying for the costs of programs under current law.

Current and Projected General Fund Surplus Availability

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	2023/24 Pavement Management	2040	$ 1,251,300					
Park	Pittsburg Premier Fields	3080	$ 1,615,000					
General	Reviving the Heart of Pittsburg Pride	3019	$ 62,000					
	Landscape Master Plan	1756	$ 1,500,000					
	CIP Expenditures		$ 4,428,300	$ -	$ -	$ -	$ -	$ -

Highway User Tax Account Gas Tax Fund (HUTA)

The gas tax referred to as HUTA may be used to fund pavement rehabilitation projects. In FY 2024/25, Pittsburg is expected to receive a total of $1,011,000 in HUTA funds. Of this amount, $200,000 is allocated to pay maintenance expenses and $811,000 for pavement rehabilitation. The combination of HUTA and Measure J funds received by the City varies per year for street and pavement projects after O&M costs are deducted. If these funds were dedicated entirely to capital projects for maintaining pavement, the total would still be insufficient to maintain the current PCI. The Gas Tax is comprised of State and Local taxes on the sale of gasoline. Revenues for this fund are dependent on the overall economy and gasoline usage. This can vary according to economic conditions and the increasing number of fuel efficient and electric vehicles on the road. This tax is administered by the State Board of Equalization in accordance with California Local Motor Vehicle Fuel Taxation Law. These funds can be used for maintenance of existing roads, construction of new roads, streetlights, traffic signals, and street medians.

Current and Projected HUTA Funding Availability: Fund 203

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	(HSIP 10) Crestview Drive Safety Improvements	2028	$ 151,700					
	Delta De Anza Multimodal Trail Safety Improvements	2052						
	Trail Crossings Improvements	2133		$ 11,000				
	Kirker Pass Road Rehabilitation	2608	$ 128,171					
	Annual Citywide Traffic Calming	2042		$ 75,000				
	Annual Citywide Striping & Signage	2242	$ 197,159	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
	Annual Citywide Fence/Soundwall Repair	3332	$ 125,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
	2023/24 Pavement Management	2040	$ 500,000					
	Zone 4 Pavement Management	TBD		$ 800,000				
	Pavement Management Program	TBD			$ 800,000	$ 800,000	$ 800,000	$ 800,000
Signal	Countywide Smart Signals	2243	$ 152,834					
Storm	Americana Park Bypass Channel	8336	$ 101,800					
	CIP Expenditures		$ 1,356,664	$ 1,011,000	$ 925,000	$ 925,000	$ 925,000	$ 925,000

Measure J (MJ)

In 2004, Contra Costa County voters approved Measure J, which continued the ½ cent sales tax that funds transportation projects in the county through March 31, 2034. Pittsburg's Measure J funds are used for street pavement projects as funding is available. However, using this fund only for street pavement projects reduces funds available for other eligible projects, such as traffic signals. In addition, the City currently uses Measure J Funds to help fund the Public Works Department's Street Operations and Maintenance (O&M) to off-set General Fund revenues. Redirecting Measure J funds to daily O&M reduces the amount of street resurfacing projects the City can implement to below the minimum level of investment in capital projects that is needed to maintain the current pavement condition.

Current and Projected Measure J (MJ) Funding Availability: Fund 204

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	BART Pedestrian/Bicycle Connectivity	2019	$ 515,050	$ -				
	Trail Crossing Improvements (TDA)	2133	$ 30,000					
	Citywide Arterial Median Conversion	2228	$ 180,000		$ 50,000	$ 50,000	$ 50,000	$ 50,000
	Annual Citywide Fence/Soundwall Repairs	3332	$ 155,000					
	Annual Citywide Traffic Calming	2042	$ 75,000		$ 75,000	$ 75,000	$ 75,000	$ 75,000
	Pavement Management Program	TBD			$ 300,000	$ 300,000	$ 300,000	$ 300,000
	CIP Expenditures		$ 955,050	$ -	$ 425,000	$ 425,000	$ 425,000	$ 425,000

There are no Capital Projects planned for the Measure J (MJ) Fund for FY 24/25.

National Pollutant Discharge Elimination System (NPDES)

The NPDES Program is a federal program which has been delegated to the State of California for implementation through the State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards (Regional Water Boards), collectively Water Boards. In California, NPDES permits are also referred to as waste discharge requirements (WDRs) that regulate discharges to waters of the United States.

There are no Capital Projects planned for the NPDES Fund for FY 24/25-28/29

Public Education and Government Fund (PEG)

The Public Education and Government is a special revenue fund in which the City is given authority from California Public Utilities Code to levy State Franchise Holder. The revenue of this fund supports Public Education and Government channel facilities.

Current and Projected PEG Funding Availability: Fund 208

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Building	City Council Chambers Upgrade Project	3334	$ 535,000					
	CIP Expenditures		$ 535,000	$ -	$ -	$ -	$ -	$ -

There are no Capital Projects planned for the (PEG Fund for FY 24/25.

Solid Waste Fund

Under the Recycling Center and Transfer Stations (RCTS) operating agreement with the Contra Costa Waste Service, Inc. (CCWS), the City receives a Recycling and Inspection Fee of a flat rate ($1.91/ton effective October 2018) plus annual CPI adjustment on all solid waste and recycled material accepted at the transfer station. Solid Waste Management creates and implements programs and services for schools, City offices, businesses, and the community by promoting waste prevention, reuse, and recycling to meet the state mandated, AB 939 (50 percent waste diversion requirements.

Current and Projected Solid Waste Funding Availability: Fund 210

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Marina	Central Harbor Park & Boat Launch Facilities	5704	**$ 100,000**					
	CIP Expenditures		$ 100,000	$ -	$ -	$ -	$ -	$ -

There are no Capital Projects planned for the Project Solid Waste Fund for FY 24/25-28/29

Road Maintenance and Rehabilitation Account Gas Tax Fund (RMRA)

Senate Bill 1, the Road Repair and Accountability Act of 2017, was signed into law on April 28, 2017. SB 1 increased the per gallon fuel excise taxes; increased the diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. This legislative package invests $54 billion over the next decade to fix roads, freeways, and bridges in communities across California and puts more dollars toward transit and safety. These funds are split equally between state and local investments.

Beginning November 1, 2017, the State Controller (Controller) deposited various portions of this new funding into the newly created RMRA. A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties. The RMRA funding that the City is estimated to receive in FY 2024/25 is $1,900,000.

Prior to the City receiving its apportionment of RMRA funds in a fiscal year, the City must submit a list of eligible projects proposed to be funded with the RMRA funds. The proposed projects to receive RMRA funds must also be included in the adopted City budget or as part of the Capital Improvement Program. The list must include project description, location, schedule, and estimated useful life of the improvement.

Each fiscal year, the City must submit documentation that includes similar information to the above for the projects completed.

Below is the list for reporting proposed projects planned for potential expenditure of RMRA funds in FY 2024/25:

SB 1 Fiscal Year 2024/25 RMRA Project List					
Title	**Description**	**Location**	**Completion Date**	**Usesful Life**	**Amount**
Zone 4 Pavement Management	The project will use pavement overlay, pavement reconstrcution, pavement inlay, slurry seal, patch paving, base failure repairs, and crack sealing as appropriate to extend the usesful life of the roadway.	Zone 4 of the 10 pavement zones	June 2026	10-20 Years	$ 1,900,000

Current and Projected RMRA Funding Availability: Fund 228

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	(HSIP 10) Crestview Drive Safety Improvements	2028	$ 41,180					
	2023/24 Pavement Management	2040	$ 807,000					
	(OBAG II) Pavement Maintenance	2231	$ 1,940,000					
	Zone 4 Pavement Management	TBD		$ 1,900,000	$ 603,949			
	Pavement Management Program	TBD			$ 860,000	$ 1,567,000	$ 2,233,000	$ 1,900,000
Signal	(HSIP 9) Citywide Traffic Signal Improvements	2227	$ 44,400					
	CIP Expenditures		$ 2,832,580	$ 1,900,000	$ 1,463,949	$ 1,567,000	$ 2,233,000	$ 1,900,000

American Rescue Plan Act (ARPA)

This bill provides additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.

Current and Projected ARPA Funding Availability: Fund 298

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Storm	Frontage Road Living Green Trail	1801	$ 812,250					
	Americana Park Bypass Channel	8336	$ 103,000					
Park	City Park Restroom Facility	1754	$ 1,250,000					
	Pittsburg Premier Fields	3080		$ 1,842,811				
General	Reviving the Heart of Pittsburg Pride	3019	$ 388,000					
	CIP Expenditures		$ 2,553,250	$ 1,842,811	$ -	$ -	$ -	$ -

Kirker Creek Drainage Fund (KCDF)

The Kirker Creek Drainage Fund was established to provide for improvements to the drainage area due to impacts from new development. This fee is charged only for new development within the Kirker Creek watershed. Currently the fee is $1.14/sf of impervious area for the development. This fund can be used for construction of drainage improvements within the Kirker Creek watershed.

Current and Projected KCDF Funding Availability: Fund 302

There are no Capital Projects planned for the KCDF Fund (302) for FY 24/25-28/29.

Local Traffic Mitigation Fund (LTMF)

These fees are collected from developers to pay for the developer's share of impacts to streets and traffic flow within the city. The current fee per housing unit is approximately $10,418.56 for the Pittsburg LTMF. These funds are restricted to projects that are included in the current traffic mitigation study.

Current and Projected LTMF Funding Availability: Fund 303

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	BART Pedestrian/Bicycle Connectivity	2019	$ 3,225,000					
	James Donlon Boulevard Mitigation Fund	3015	$ 1,929,074					$ 1,888,000
	CIP Expenditures		$ 5,154,074	$ -	$ -	$ -	$ -	$ 1,888,000

There are no Capital Projects planned for the LTMF Fund for FY 24/25

Park Dedication Fees (PDF)

Park Dedication Fees are collected from developers to provide for construction of new parks and recreation facilities. Fees are collected based on the market value of the property, size of development, and number of units. The current average fee per residential lot is $12,542. These funds are restricted to new park construction and expansion and rehabilitation of existing parks.

Current and Projected PDF Funding Availability: Fund 304

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Park	Pittsburg Premier Fields	3080		$ 2,263,000				
	CIP Expenditures		$ -	$ 2,263,000	$ -	$ -	$ -	$ -

Pittsburg Regional Traffic Mitigation Fund (PRTMF)

These fees are collected from developers to pay for developer's share of regional projects to mitigate impacts to streets and traffic flow. The current fee per housing unit is $22,703.79 for the Pittsburg Regional Transportation Mitigation Fee. These funds are restricted to projects that are included in the current regional fee program.

Current and Projected PRTMF Funding Availability: Fund 307

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	James Donlon Boulevard Mitigation Fund	3015	$ 656,373					
	CIP Expenditures		$ 656,373	$ -	$ -	$ -	$ -	$ -

There are no Capital Projects planned for the IRRF Fund (310) for FY 24/25-28/29.

Infrastructure Repair and Replacement Fund (IRRF)

On January 22, 2013, the City Council adopted Ordinance 12-1363, also known as the Fiscal Sustainability Ordinance. This ordinance established minimum balances for financial reserves used to stabilize the City's budget and created an Infrastructure Repair and Replacement Fund that receives a portion of funds that exceed the required reserve amount. This fund may be used for repairs and capital improvements projects related to the City's infrastructure including streets, roads, parking lots, and storm drains.

Current and Projected IRRF Funding Availability: Fund 310

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Storm	Americana Park Bypass Channel	8336	$ 610,000					
	CIP Expenditures		$ 610,000	$ -	$ -	$ -	$ -	$ -

There are no Capital Projects planned for the IRRF Fund (310) for FY 24/25-28/29.

Water Operations Fund (WOF)

The Water Fund is maintained by a service charge that is collected in water service bills. Fees collected vary by size of water meter and water use and range from $29.60/mo for a ¾ inch meter to $3,360/mo for a 10-inch meter. These funds are used for installing, upgrading, and maintaining the City's water system. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in reserve.

Current and Projected Water Operations Fund Funding Availability: Fund 501

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Water	Water System Reliablity (Cabrillo Place Waterline)	5006	$ 800,000	$ 1,252,916				
	Highlands Ranch Tank Improvements	5007	$ 705,000					
	Water Treatment Plant Reservoir Control Panel & PLC Replacement	5009	$ 450,000					
	WTP Capital Repairs and Improvements	5065	$ 225,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
	Water Treatment Plant Filtration Improvements & Hypochlorite Conversion	5067	$ 8,041,188					
	Annual Filter Media Replacemenent	5070	$ 200,000	$ 100,204	$ 50,000	$ 50,000	$ 50,000	$ 50,000
	20 Inch Water Main West Leland Road (WTP to SW Hills)	5071	$ 754,000					
Storm	Americana Park Bypass Channel	8336	$ 245,000					
Sewer	West Santa Fe Ave. Sewer Water Rehabilitation	5003	$ 4,094,000	$ 1,000,000				
	Central Addition Water and Sewer Rehabilitation (Phase I)	TBD				$ 1,775,000		
Building	Corporation Yard Fueling System Replacement	3118	$ 759,100					
	CIP Expenditures		$16,273,288	$ 2,428,120	$ 125,000	$ 1,900,000	$ 125,000	$ 125,000

Water Facility Reserve Fund (WFR) Treatment and Distribution

The Water Facility Reserve is funded by a onetime charge per residential unit paid by developers. The amount of the fee varies according to the location of the development and is calculated according to a formula described in the fee schedule approved by the City Council (Resolution 05-1029 and as amended by Resolution 12-11778). The average fee for per new residential unit is $5,807. This fund is used for expansion and upgrade of the water distribution system or treatment plant to account for increased use with new development.

Current and Projected WFR Treatment Plant Funding Availability: Fund 502

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Water	Water Treatment Plant Filtration Improvements & Hypochlorite Conversion	5067	$ 1,910,000					
	CIP Expenditures		$ 1,910,000	$ -	$ -	$ -	$ -	$ -

There are no Capital Projects planned for the WFR Fund (502) for FY 24/25-28/29.

Current and Projected Funding Availability Various WFR Accounts:

Water Facility Reserves (WFR) - Distribution (503)

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Water	Water Treatment Plant Filtration Improvements & Hypochlorite Conversion	5067	$ 1,988,000					
	CIP Expenditures		$ 1,988,000	$ -	$ -	$ -	$ -	$ -

Water Facility Reserves (WFR) - P.S. & Reservoir (506)

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Water	Water Treatment Plant Filtration Improvements & Hypochlorite Conversion	5067	$ 745,000					
	CIP Expenditures		$ 745,000	$ -	$ -	$ -	$ -	$ -

Water Facility Reserves (WFR) - (507)

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Water	20 Inch Water Main W. Leland Rd. (WTP to SW Hills)	5071	$ 1,796,000					
	CIP Expenditures		$ 1,796,000	$ -	$ -	$ -	$ -	$ -

Water Facility Reserves (WFR) - Sludge Handling (509)

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Water	Water Treatment Plant Filtration Improvements & Hypochlorite Conversion	5067	$ 1,083,000					
	CIP Expenditures		$ 1,083,000	$ -	$ -	$ -	$ -	$ -

Sewer Operations Fund (SOF)

The Sewer Fund is maintained by a service charge that is collected in water service bills. Fees collected vary by property use. For example, a residential property is charged a flat rate of $15.79/month and non-residential is charged $1.61 per CCF, or one hundred cubic feet (748 gallons), of water usage/month. These funds are used for installing, upgrading, and maintaining the City's sewer system. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in reserve.

Current and Projected Sewer Operations Fund Funding Availability: Fund 521

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Sewer	West Santa Fe Ave. Sewer and Water Rehabilitation	5003	$ 3,708,530					
	Central Addition Water and Sewer Rehabilitation (Phase I)	TBD				$ 1,775,000		
Building	Corporation Yard Fueling System Replacement	3118	$ 759,000					
		CIP Expenditures	$ 4,467,530	$ -	$ -	$ 1,775,000	$ -	$ -

Sewer Facility Reserve Fund (SFR) Collection System Capacity Buy In

The Sewer Facility Reserve is funded by a one-time charge per residential unit paid by developers. The amount of the fee varies according to the location of the development and is calculated according to a formula described in the fee schedule approved by the City Council (Resolution No. 05-10291 and as amended by 05-10372). The average fee for a new residential unit is $3,753. This fund is used for expansion and upgrade of the sewer system to account for increased usage with new development.

Current and Projected Sewer Facility Reserve Funding Availability: Fund 522

There are no Capital Projects planned for the SFR Fund (522) for FY 24/25-28/29

Waterfront Operations (WO)

On January 1, 2012, California's SB 551 took effect, granting certain tidelands and submerged land to the City of Pittsburg. These lands were previously managed by the State Lands Commission, which leased certain portions for waterfront commercial and industrial development. The leases will convert to agreements with the City, generating revenue on an annual basis, to be used to facilitate development of the waterfront for commercial, industrial, and recreational use. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in the fund reserve.

Current and Projected Waterfront Operations Funding Availability: Fund 540

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Marina	Riverview Park Fishing Pier	3022	$ 25,000					
	Central Harbor Park and Boat Launch Facilities	5704		$ 100,000				
		CIP Expenditures	$ 25,000	$ 100,000	$ -	$ -	$ -	$ -

Waterfront Grant Funds

The Waterfront Grant Fund is comprised of various grants obtained by City staff for waterfront projects.

Current and Projected Waterfront Grant Funds Funding Availability: Fund 541

There are no Capital Projects planned for the Waterfront Grant Fund (541) for FY 24/25-28/29

Marina Enterprise Fund (ME)

The Marina Enterprise Fund is composed of funds collected at the Pittsburg Marina from boat slip rentals and gasoline sales. These funds are used to maintain and improve the various marina facilities. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in reserve.

Current and Projected Marina Enterprise Fund Funding Availability: Fund 550

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Marina	Sheds A - D Upgrades	TBD		$ 291,200				
	CIP Expenditures		$ -	$ 291,200	$ -	$ -	$ -	$ -

Island Energy (IE)

The U.S. Navy awarded Pittsburg Power a franchise service agreement to provide electric and natural gas retail services on Mare Island in Vallejo. In a special arrangement, Pittsburg Power Company established and does business as "Island Energy" on Mare Island. Island Energy has been providing Mare Island customers with dependable electric and gas services at competitive pricing since 1997. Island Energy is a potential revenue source for Capital Improvement Projects.

Current and Projected Island Energy Funding Availability: Fund 580

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Power	Duct Bank/Vault Replacements	5816	$ 550,000	$ 75,000				
	Waterfront Area Reliability	5820	$ 500,000	$ 125,000	$ 75,000			
	Outage Recovery	5821	$ 200,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000
	RA Replacement	5826	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
	CIP Expenditures		$ 1,280,000	$ 280,000	$ 155,000	$ 80,000	$ 80,000	$ 80,000

Pittsburg Power Fund

The Pittsburg Power Company (PPC) is a municipal utility formed under the California Constitution. The PPC does business in the City of Pittsburg and as Island Energy (IE) on Mare Island located in Vallejo, California. PPC develops revenue streams for the City of Pittsburg while retaining existing businesses and attracting new business. Island Energy distributes natural gas and electricity to the industries, schools, businesses, and residents on Mare Island. Island Energy's focus is to build capital asset value and income for the City of Pittsburg as Mare Island is redeveloped over time.

Current and Projected Pittsburg Power Funding Availability: Fund 590

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Power	Water Treatment Plant Alternative Fuel Conversion	TBD				$ 1,200,248		
	CIP Expenditures		$ -	$ -	$ -	$ 1,200,248	$ -	$ -

Building Maintenance Fund (BMF)

The City's Building Maintenance Fund covers ongoing maintenance of City-owned buildings.

Current and Projected Building Maintenance Funding Availability: Fund 621

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Building	Corporation Yard Fueling System Replacement	3118	$ 400,000					
	CIP Expenditures		$ 400,000	$ -	$ -	$ -	$ -	$ -

Measure M (MM)

In 2012, 73 percent of Pittsburg voters approved an increase to the local sales tax for 10 years to fund local Pittsburg services. Known as Measure P, it added a half-cent sales tax for five years to local purchases, amounting to an extra fifty cents on a $100 purchase. The sales tax was planned to decrease to one-quarter-cent sales tax in 2017, and then expire in 2022. The sales tax revenue is a guaranteed funding source for essential city services, including public safety, code enforcement, the Senior Center and support for job programs that benefit residents. Measure M will extend the current half-cent sales tax to 2035 and continue to support these programs, plus youth services, road repairs and services for victims of domestic violence. The measure continues an existing tax at its current level.

Current and Projected Measure M Funding Availability

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	BART Pedestrian/Bicycle Connectivity	2019	$ 25,000					
	Kirker Pass Road Rehabilitation	2608	$ 248,829					
	2023/24 Pavement Management	2040	$ 650,000					
	Zone 4 Pavement Management	TBD		$ 650,000				
	Pavement Management Program	TBD			$ 650,000	$ 650,000	$ 650,000	$ 650,000
	CIP Expenditures		$ 923,829	$ 650,000	$ 650,000	$ 650,000	$ 650,000	$ 650,000

Measure M Surplus

Measure M surplus is the amount of revenue available for new spending commitments after paying for the costs of existing programs.

Current and Projected Measure M Surplus Funding Availability

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	Citywide Sidewalk Repairs	2244	$ 170,800	$ 100,000	$ 100,000			
	Zone 4 Pavement Management	TBD		$ 500,000				
Building	Marina Community Center Improvements Project	1650	$ 750,000					
Parks	Pittsburg Premier Fields	3080		$ 438,461				
	CIP Expenditures		$ 920,800	$ 1,038,461	$ 100,000	$ -	$ -	$ -

Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) Program supports community development activities to build stronger and more resilient communities. To support community development, activities are identified through an ongoing process. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance, etc.

Current and Projected Community Development Block Grant Funding Availability

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	(HSIP 10) Crestview Drive Safety Improvements	2028	$ 262,374					
	Trail Crossing Improvements	2133	$ 55,800					
	2024/25 CDBG ADA Curb Ramp Installation	4077		$ 273,938				
	Linscheid Drive Traffic Calming	4079		$ 202,184				
	CIP Expenditures		$ 318,174	$ 476,122	$ -	$ -	$ -	$ -

Federal/State Funding

Federal grants help state and local governments finance many public services. But agencies must ensure effective management and oversight of these grants. The federal government awards hundreds of billions of dollars in grants to state and local governments each year. These grants help finance a broad range of services, including health care, education, social services, infrastructure, and public safety. Some of the grants that the city has obtained for infrastructure improvement or development include:

- Highway Safety Improvements Program (HSIP)
- TDA Grant
- OBAG 2/3
- CalRecycle
- Hazard Mitigation Grant Program (HMGP)
- PASS Grant
- Metropolitan Transportation Commission (MTC)
- FEMA
- Pedestrian, Bicycle, and Trail Facilities (PBTF)

Current and Projected Federal/State Grant Funding Availability:

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Streets	BART Pedestrian/Bicycle Connectivity	2019	$ 5,228,000					
	(HSIP 10) Crestview Drive Safety Improvements	2028	$ 378,220					
	(HSIP 10) Citywide Roadway Improvements	2038	$ 2,965,700					
	2023/24 Pavement Management	2040	$ 250,000					
	Marina Boulevard Buffered Bicycle Lanes	2051	$ 56,100					
	Delta De Anza Multimodal Trail Safety Improvements	2052		$ 4,427,000				
	Trail Crossing Improvements (TDA)	2133	$ 120,000					
	(OBAG II) Pavement Improvement Project	2231	$ 2,410,000					
	James Boulevard Extension	3015	$ 4,000,000					$ 68,000,000
Signal	(HSIP 9) Traffic Signal Improvements Project	2227	$ 1,065,600					
	Pittsburg Center Smart City Pilot	2314	$ 1,200,000					
	Countywide Smart Signal	2243	$ 1,179,890					
Storm	Frontage Road Living Green Trail	1801	$ 1,354,000					
	Americana Park Bypass Channel	8336	$ 374,879					
	California Avenue Full Trash Capture Devices	TBD				$ 2,040,000		
Building	California Theater Marquee & Below Stage Modification	3333	$ 506,800					
Park	Buchanan Park Pond Loop Replacement	3040	$ 222,300					
General	Reviving the Heart of Pittsburg Pride	3019	$ 2,891,961					
	East 3rd Street Remediation	2987	$ 525,326					
Marina	Central Harbor Park and Boat Launch Facilities	5704	$ 3,544,395					
Power	Water Treatment Plant Alternative Fuel Conversion	TBD			$ 959,752			
	CIP Expenditures		$28,273,171	$ 4,427,000	$ 959,752	$ 2,040,000	$ -	$ 68,000,000

Other Potential Funding Sources

Occasionally the City receives funding from a unique source that does not occur very often. These specific funding sources do not have a designated fund but are still utilized to fund projects. Some of these unique funding sources for our current projects include:

- Developer Funding (direct developer contributions)
- ECCRFAA
- CCTA Funds
- MCE Rebates
- MPA Reimbursement
- Water Bond (2022A)/Water Bond Proceeds

Current and Projected Other Funding Availability:

Category	Description:	Project Number	CURRENT ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)
Street	James Boulevard Extension	3015	$ 4,000,000				$82,220,000	$ 14,220,000
	Loveridge Road Frontage Improvements	TBD				$ 1,310,000		
Water	Water Treatment Plant Filter Gallery Replacement	5067	$47,726,000					
Storm	Americana Park Bypass	8336	$ 119,999					
General	Charge! Fleet EV Infrastructure	1703	$ 242,000	$ 44,000				
	City Entrance Features	1755					$ 100,000	
Marina	Riverview Park Fishing Pier	3022	$ 150,000	$ 18,100				
	CIP Expenditures		$52,237,999	$ 62,100	$ -	$ 1,310,000	$82,320,000	$ 14,220,000

City of Pittsburg
California





CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY BY PRIORITY

2024/25 - 2028/29





Project Summary by Priority						
Page #	**Project #**	**Priority**	**Project**	**Total Cost**	**Funding Status**	**Category**
			Level 1A Essential - Ongoing Projects			
33	2019	1A	BART Pedestrian/Bicycle Connectivity	$ 8,993,050	FF	Street
36	2040	1A	2023/24 Pavement Management	$ 4,658,300	FF	Street
38	2051	1A	Marina Blvd Buffered Bicycle Lanes	$ 56,100	FF	Street
45	2608	1A	Kirker Pass Road Rehabilitation	$ 610,000	FF	Street
55	2227	1A	HSIP 9 Citywide Traffic Signal Improvement	$ 1,271,000	FF	Signal
61	5009	1A	Water Treatment Plant Reservoir Control Panel / PLC Repl	$ 320,300	FF	Water
63	5067	1A	Water Treatment Plant Filtration Improvements & Hypochlorite Conversion	$ 61,493,188	FF	Water
71	1801	1A	Frontage Road Living Green Trail	$ 2,166,250	FF	Storm
73	8336	1A	Americana Park Bypass Channel	$ 1,554,678	FF	Storm
79	3118	1A	Corporation Yard Fueling System Replacement	$ 1,918,100	FF	Building
81	3334	1A	City Council Chambers Upgrade	$ 535,000	FF	Building
90	2987	1A	East 3rd Street Remediation	$ 518,500	FF	General
92	3019	1A	Reviving the Heart of Pittsburg Pride	$ 3,341,961	FF	General
101	5820	1A	Waterfront Area Reliability	$ 700,000	FF	Power
			Level 1B Essential - Legal / Regulatory Obligations			
94	TBD	1B	ADA Transition Plan Update	$ 260,000	UF	General
			Level 1C Essential - Safey / Emergency Obligations			
40	2133	1C	Trail Crossing Improvements (TDA)	$ 216,500	FF	Street
42	2231	1C	OBAG II Pavement Improvement Project	$ 4,350,000	FF	Street
49	4077	1C	2024/25 CDBG ADA Curb Ramp Installation Project	$ 273,938	UF	Street
72	3023	1C	Willow Pass Storm Drain Permanent Repair	$ 475,207	UF	Storm
77	1650	1C	Marina Community Center Improvements	$ 75,000	UF	Building
78	3026	1C	60 Civic Building Repair	$ 800,000	FF	Building
93	3024	1C	Buchanan Road Slope Repair	$ 1,603,200	UF	General
96	3022	1C	Riverview Park Fishing Pier	$ 193,100	FF	Marina
102	5821	1C	Outage Recovery	$ 439,453	FF	Power
			Level 1D Essential - Development			
46	3015	2G	James Donlon Boulevard Extension	$ 331,938,600	PF	Street
			Level 1E Essential - Concensus Priority			
34	2028	1E	HSIP 10-Crestview Drive Safety Improvements	$ 757,500	FF	Street
41	2228	1E	Citywide Arterial Median Conversion	$ 447,159	FF	Street
51	TBD	1E	Zone 4 Pavement Management	$ 4,886,620	FF	Street
52	TBD	1E	Pavement Management Program	$ 15,560,000	FF	Street
80	3333	1E	California Theater Marquee & Below Stage Modification	$ 506,800	FF	Building
85	3080	1E	Pittsburg Premier Fields	$ 16,528,000	PF	Park
88	1755	1E	City Limit Entrance Features	$ 350,000	FF	General
			Level 2F Required - Development			
47	3038	2F	West Leland Road Extension Phase II	$ 33,380,000	UF	Street
53	TBD	2F	Loveridge Road Maintenance	$ 1,610,000	FF	Street
65	5071	2F	20 Inch Water Main W. Leland Rd. (WTP to SW Hills)	$ 7,475,000	PF	Water

			Level 2G Required - Agency Assisted				
35	2038	2G	HSIP 10- Citywide Roadway Improvements	$	2,365,500	FF	Street
39	2052	2G	Delta De Anza Multimodal Trail Safety Improvements	$	5,009,406	PF	Street
56	2243	2G	Countywide Smart Signals	$	1,332,724	FF	Signal
57	2314	2G	Pittsburg Center Smart City Pilot	$	1,200,000	FF	Signal
66	TBD	2G	Bella Vista / Riverview Water Consolidation Project	$	2,100,000	UF	Water
84	3040	2G	Buchanan Park Pond Loop Replacement	$	222,300	FF	Park
87	1703	2G	Charge! Fleet EV Infrastructure	$	286,000	FF	General
97	5704	2G	Central Harbor Park and Boat Launch Facilities	$	4,144,395	FF	Marina
			Level 2H Required - Service Increase / Maintenance				
37	2042	2H	Annual Citywide Traffic Calming	$	450,000	FF	Street
43	2242	2H	Annual Citywide Striping & Signage	$	400,000	PF	Street
44	2244	2H	Citywide Sidewalk Repair	$	370,803	FF	Street
48	3332	2H	Annual Citywide Fence/Soundwall Repairs	$	655,000	FF	Street
50	4079	2H	Linscheid Drive Traffic Calming	$	260,000	PF	Street
59	5006	2H	Water System Reliablity (Cabrillo Place Waterline)	$	2,052,916	PF	Water
60	5007	2H	Highlands Ranch Tank Improvements	$	605,000	FF	Water
62	5065	2H	WTP Capital Repairs and Improvements	$	525,000	PF	Water
64	5070	2H	Annual Filter Media Replacement	$	300,204	FF	Water
68	5003	2H	West Santa Fe Ave. Sewer Water Rehabilitation	$	18,644,903	PF	Sewer
69	TBD	2H	Central Addition Water and Sewer Rehabilitation (Phase I)	$	3,950,000	UF	Sewer
74	TBD	2H	California Avenue Full Trash Capture Device	$	2,440,000	PF	Storm
83	17	2H	City Park Restroom Facility	$	1,250,000	FF	Park
89	1756	2H	Landscape Master Plan Update	$	1,500,000	FF	General
98	New	2H	Sheds A - D Upgrades	$	291,200	UF	Marina
105	TBD	2H	Water Treatment Plant Alternative Fuel Conversion	$	2,160,000	FF	Power
100	5816	2H	Duct Bank and Vault Replacements	$	625,000	FF	Power
103	5826	2H	RA Replacement Project	$	180,000	FF	Power
104	5827	2H	Electrical Substation Battery Replacement	$	120,000	FF	Power
			Level 3J Goals - Any Other Project				
75	TBD	3J	Storm Drain Master Plan Update	$	250,000	PF	Storm
91	3018	3J	Police Department Security Fence	$	750,000	PF	General

Legend: UF = Unfunded; FF = Fully Funded; PF = Partially Funded

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
STREET PROJECTS

2024/25 - 2028/29



Project Title: **Project #:**

BART Pedestrian & Bicycle Connectivity 2019



Project Category:	Streets
Location:	Railroad Ave, California Ave, and Bliss Ave
Project Manager:	K. Labao
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

The Project encompasses the installation of a Class II buffered bicycle lane along Railroad Avenue from California Avenue to East 17th Street. This work will include slurry seal, and the installation of roadside signs and pavement striping and markings. Additionally, a Class I path along the west side of Railroad Ave from State Route 4 (SR-4) to the Delta De Anza Regional Trail will be installed. Along the SR-4 East-bound on-ramp from the BART parking facility to Railroad Avenue, a Class I path will be installed along the north side of the adjacent properties within Caltrans right-of-way. These improvements will enhance safety and security within the BART vicinity. During the Bid Opening phase additional improvements such as "Alternate A" – The street and trail lighting along California Avenue and "Alternate D" – Railroad Avenue path lighting have been added to the project scope.

Supplemental Information:

Caltrans has relinquished to the City of Pittsburg a portion of SR-4 consisting of Class I bikeways south of California Avenue between Railroad Avenue and Harbor Street.

Federal/State Funding Sources: One Bay Area Grant 2 (OBAG2); Pedestrian, Bicycle, and Trail Facilities (PBTF Grant); Safe Routes to Bart (SR2B); and Transportation Development Act (TDA Grant).

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**	$32,600	$37,000	$38,000					**$ 107,600**
2122 **Design**	$933,950	$30,000						**$ 963,950**
2281 **Construction**			$7,810,000					**$ 7,810,000**
2372 **Administrative Overhead**	$36,500	$37,000	$38,000					**$ 111,500**
TOTAL	**$ 1,003,050**	**$ 104,000**	**$ 7,886,000**					**$ 8,993,050**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funding	$5,228,000							**$ 5,228,000**
303 **Local TMF**	$300,000	$2,925,000						**$ 3,225,000**
204 **Measure J**	$50,000	$465,050						**$ 515,050**
111 **Measure M**		$25,000						**$ 25,000**
TOTAL	**$ 5,578,000**	**$ 3,415,050**						**$ 8,993,050**

Project Title: **Project #:**

(HSIP 10) Crestview Drive Safety Improvements 2028



Project Category:	Streets
Location:	Crestview Drive from William Way to Nina Place.
Project Manager:	K. Labao
Project Priority:	1E – Essential
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:

The project is a state-only funded California Department of Transportation (Caltrans) project. It encompasses six intersections along Crestview Drive with the primary goal of improving pedestrian safety and preventing vehicular speeding. The project locations are Crestview Lane, William Way, Atherton Ave, Kingsberry Place, Sunnyhill Way, and Nina Place. The scope of work includes, but is not limited to, upgrading pavement markings, installing raised medians, upgrading pedestrian crossings with enhanced safety features.

Supplemental Information:

Funding Source: Local Highway Safety Improvement Program (HSIP) Cycle 10 State Grant.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$9,500	$20,500	$15,000					**$ 45,000**
2122	**Design**	$25,000	$49,500						**$ 74,500**
2281	**Construction**			$593,000					**$ 593,000**
2372	**Administrative Overhead**	$8,900	$21,100	$15,000					**$ 45,000**
TOTAL		**$ 43,400**	**$ 91,100**	**$ 623,000**					**$ 757,500**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
	Federal/State Funding	$378,220							**$ 378,220**
228	**RMRA**	$41,180							**$ 41,180**
203	**HUTA**	$100,000	$51,700						**$ 151,700**
233	**CDBG**	$200,000	$162,374						**$ 362,374**
TOTAL		**$ 719,400**	**$ 214,074**						**$ 933,474**

Project Title: **Project #:**

(HSIP 10) Citywide Roadway Improvements 2038



Project Category:	Streets
Location:	Citywide
Project Manager:	K. Labao
Project Priority:	2G – Required
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:

This project will consist of the installation and/or upgrade of signs with new fluorescent sheeting, completion of a Citywide roadway safety signing audit and modifications to edge-line and centerline striping. Project improvement locations are focused on various arterial roads such as Railroad Avenue, Willow Pass Road, Bailey Road, Pittsburg-Antioch Highway, East Leland Road, Loveridge Road, Buchanan Road, West 10th Street, Harbor Street, North Parkside Drive, California Avenue, Century Boulevard and East 14th Street.

Supplemental Information:

Funding Sources Include: Local Highway Safety Improvement Program (HSIP) Cycle 10 State Grant.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**	$ 6,300	$ 25,000	$ 50,000					**$ 81,300**
2122 **Design**		$ 185,000						**$ 185,000**
2281 **Construction**			$ 2,020,000					**$ 2,020,000**
2372 **Administrative Overhead**	$ 4,200	$ 25,000	$ 50,000					**$ 79,200**
TOTAL	**$ 10,500**	**$ 235,000**	**$ 2,120,000**					**$ 2,365,500**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funding	$ 2,965,700							**$ 2,965,700**
TOTAL	**$ 2,965,700**							**$ 2,965,700**

Project Title: **Project #:**

2023/24 Pavement Management 2040



Project Category:	Streets
Location:	Maintenance Zone 3
Project Manager:	S. Reese
Project Priority:	1A - Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

The City of Pittsburg has divided its pavement management plan into 10 zones. The project will use a variety of pavement management techniques such as pavement overlay, reconstruction, inlay, slurry seal, patch paving, base failure repairs, and crack sealing.

Supplemental Information:

On June 6, 2022, the city allocated $600,000 from the General Fund to the pavement slurry project which was in "suspense" mode. Once the 2023/24 Pavement Management Project was established the 2022/23 FY project funding re-activated.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
1101	Staff Time		$ 30,000	$ 80,600					$ 110,600
2281	Construction		$ 1,000,000	$ 3,437,100					$ 4,437,100
2372	Administrative Overhead		$ 30,000	$ 80,600					$ 110,600
TOTAL			$ 1,060,000	$ 3,598,300					$ 4,658,300
PROJECT FUNDING		Prior	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
110	General Fund	$ 600,000	$ 600,000						$ 1,200,000
110	General Fund Surplus		$ 1,251,300						$ 1,251,300
	CalRecycle		$ 250,000						$ 250,000
111	Measure M		$ 650,000						$ 650,000
203	HUTA		$ 500,000						$ 500,000
228	RMRA		$ 807,000						$ 807,000
TOTAL		$ 600,000	$ 4,058,300						$ 4,658,300

Project Title: **Project #:**

Annual Citywide Traffic Calming 2042



Project Category:	Streets
Location:	Citywide
Project Manager:	N. Phan
Project Priority:	2H – Required
Project Status:	Ongoing
Est. Completion Date:	Continuous

Description/Justification:

This project will provide funding to improve and maintain the current infrastructure to enhance safety for pedestrians and bicyclists. Traffic calming measures include, but are not limited to, the installation of bulb-out, round-about, hawk signs, speed humps, and other improvements throughout the City. Locations are to be determined by the Public Works and Engineering Departments.

Supplemental Information:

This is an ongoing project.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**			$ 14,500	$ 4,500	$ 4,500	$ 4,500	$ 4,500	**$ 32,500**
2122 **Design**		$ 1,238	$ 10,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000	**$ 51,238**
2281 **Construction**			$ 109,762	$ 56,000	$ 56,000	$ 56,000	$ 56,000	**$ 333,762**
2372 **Administrative Overhead**			$ 14,500	$ 4,500	$ 4,500	$ 4,500	$ 4,500	**$ 32,500**
TOTAL		**$ 1,238**	**$ 148,762**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 450,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
204 **Measure J**		$ 75,000		$ 75,000	$ 75,000	$ 75,000	$ 75,000	**$ 375,000**
203 **HUTA**			$ 75,000					**$ 75,000**
TOTAL		**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 450,000**

Project Title: **Project #:**

Marina Boulevard Buffered Bicycle Lanes 2051



Project Category:	Streets
Location:	Marina Blvd from Herb White Way to E. 5th Street
Project Manager:	S. Reese
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

This project is located on Marina Boulevard from Herb White Way to East 5th Street. This project involves thermoplastic striping on Marina Boulevard. Buffered bike lanes will be added to improve safety for cyclists.

Supplemental Information:

This project received a TDA grant for $56,100. The construction of this project was added under the contract and construction of the 2023/24 Pavement Management Project due to proximity of projects.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 2,000	$ 3,000					**$ 5,000**
2281 **Construction**			$ 46,100					**$ 46,100**
2372 **Administrative Overhead**		$ 2,000	$ 3,000					**$ 5,000**
TOTAL		**$ 4,000**	**$ 52,100**					**$ 56,100**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funding	$ 56,100							**$ 56,100**
TOTAL	**$ 56,100**							**$ 56,100**

Project Title: **Project #:**

Delta De Anza Multimodal Trail Safety Improvements 2052



Project Category:	Streets
Location:	Delta De Anza Trail from Bay Point to Antioch
Project Manager:	S. Reese
Project Priority:	2G – Required
Project Status:	Design
Est. Completion Date:	2025/26

Description/Justification:

The project proposes a series of critical safety and operational enhancements to the Delta De Anza Trail (Class I). These improvements include wayfinding signage, protected green bike lanes, rectangular rapid flashing beacons, raised/high visibility crosswalks, bulb-outs, pedestrian lighting, and upgrades to the trail's existing pavement.

Improvements to the Delta De Anza Trail will help create a well-connected and attractive transportation network that will increase travel by walking or bicycling. The trail is parallel to several important commute routes and serves as an alternative to automobile travel for commutes to work, school, and recreational activities.

Supplemental Information:

All right-of-way required for the project is currently owned and/or operated by the following parties: Contra Costa County, City of Pittsburg, EBMUD, and EBRPD. This project will be scaled to remain within the project budget. Contra Costa County will cover the match requirement for improvements in their jurisdiction. Other funding is from the East Bay Regional Park District.

Funding sources include: One Bay Area Grant (OBAG 3) for Federal funding and Other funding is from the East Bay Regional Park District.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**			$ 20,000	$ 45,000				**$ 65,000**
2122 **Design**			$ 402,650					**$ 402,650**
2281 **Construction**				$ 4,476,756				**$ 4,476,756**
2372 **Administrative Overhead**			$ 20,000	$ 45,000				**$ 65,000**
TOTAL			**$ 442,650**	**$ 4,566,756**				**$ 5,009,406**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funding			$ 4,427,000					**$ 4,427,000**
Other			$ 582,406					**$ 582,406**
TOTAL			**$ 5,009,406**					**$ 5,009,406**

Project Title: **Project #:**

Trail Crossing Improvements (TDA) 2133



Project Category:	Streets
Location:	Atherton Ave, Crestview Dr, Gladstone Dr, and Presidio Ln crossings of Delta De Anza Trail
Project Manager:	S. Reese
Project Priority:	1C – Essential
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:

This project is located at the Atherton Avenue, Crestview Drive, Gladstone Drive, and Presidio Lane crossings of Delta De Anza Trail. This project will install Rectangular Rapid Flashing Beacons (RRFBs) at Delta De Anza Trail Crossings in Pittsburg. The sidewalk at the Crestview Drive crossing will be widened. The crosswalks are all uncontrolled at this time, and the RRFBs will improve the safety of pedestrians using the trail.

Supplemental Information:

The TDA grant for $120,000 has been extended until June 2025.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 500	$ 8,500	$ 2,000					**$ 11,000**
2281	**Construction**	$ 34,000	$ 34,500	$ 126,000					**$ 194,500**
2372	**Administrative Overhead**	$ 500	$ 8,500	$ 2,000					**$ 11,000**
TOTAL		**$ 35,000**	**$ 51,500**	**$ 130,000**					**$ 216,500**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
	Federal/State Funding	$ 120,000							**$ 120,000**
204	**Measure J**	$ 30,000							**$ 30,000**
233	**CDBG**		$ 55,800						**$ 55,800**
203	**HUTA**			$ 11,000					**$ 11,000**
TOTAL		**$ 150,000**	**$ 55,800**	**$ 11,000**					**$ 216,800**

Project Title: **Project #:**

Citywide Arterial Median Conversion 2228



Project Category:	Streets
Location:	Railroad Ave and W. Leland Rd (From Woodhill Dr to San Marco Blvd)
Project Manager:	H. Mata
Project Priority:	2H – Required
Project Status:	Ongoing
Est. Completion Date:	Continuous

Description/Justification:

This project will focus on median conversions on arterial streets. The locations and priorities are determined by staff to ensure adequate work areas are provided for maintenance staff working within the medians. The project scope includes adding longer necks to medians, converting grass medians to landscaping that requires less water, and converting some medians to red stamped concrete. Some potential locations for this project are sections along the entire length of Railroad Avenue as well as West Leland Road from Woodhill Drive to San Marco Boulevard. These two locations are the most important, but other locations throughout the project may be later identified based on bid prices and project funding.

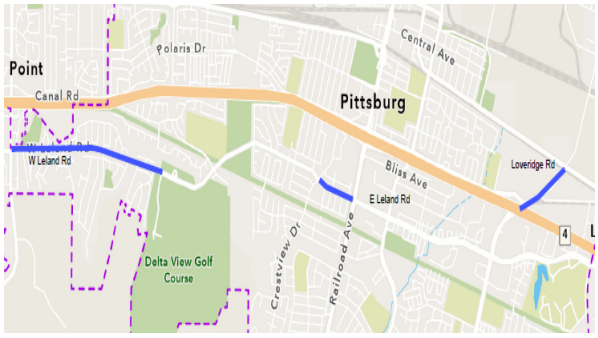
Supplemental Information:

This project will impact O&M and requires coordination with maintenance staff. Project funding is tentative pending Measure J funds availability.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 15,000			$ 7,000		$ 7,000	**$ 29,000**
2122 **Design**		$ 40,688						**$ 40,688**
2281 **Construction**	$ 2,320	$ 106,992			$ 86,000		$ 86,000	**$ 281,312**
2372 **Administrative Overhead**		$ 15,000			$ 7,000		$ 7,000	**$ 29,000**
TOTAL	**$ 2,320**	**$ 177,680**			**$ 100,000**		**$ 100,000**	**$ 380,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
204 **Measure J**	$ 130,000	$ 50,000	$ -	$ 50,000	$ 50,000	$ 50,000	$ 50,000	**$ 380,000**
TOTAL	**$ 130,000**	**$ 50,000**		**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 380,000**

Project Title: **Project #:**

(OBAG II) Pavement Improvement 2231



Project Category:	Streets
Location:	W. Leland Rd and Loveridge Rd
Project Manager:	G. Piña
Project Priority:	1C – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

The limits of work include Loveridge Road from California Avenue to Pittsburg-Antioch Highway, West Leland Road from Broadway Avenue to Serrano Way, West Leland Road from Crestview Drive to Railroad Avenue, and West Leland Road from Bailey Road to John Henry Johnson Parkway. This project will use a variety of pavement management techniques as appropriate to extend the useful life of the roadway as well as concrete work to upgrade ramps to current ADA standard regulations.

Supplemental Information:

In September 2021, the City was awarded OBAG II grant funding for this project in the amount of $2,410,000.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 10,000	$ 35,000	$ 30,000					**$ 75,000**
2122	**Design**	$ 442,500	$ 2,500						**$ 445,000**
2281	**Construction**		$ 1,894,650	$ 1,860,350					**$ 3,755,000**
2372	**Administrative Overhead**	$ 10,000	$ 35,000	$ 30,000					**$ 75,000**
TOTAL		**$ 462,500**	**$ 1,967,150**	**$ 1,920,350**					**$ 4,350,000**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
	Federal/State Funding	$2,410,000							**$ 2,410,000**
328	**RMRA**	$1,940,000							**$ 1,940,000**
TOTAL		$4,350,000							**$ 4,350,000**

Project Title: **Project #:**

Annual Citywide Striping and Signage 2242







Project Category:	Streets
Location:	Citywide
Project Manager:	N. Phan
Project Priority:	1E – Essential
Project Status:	On-going
Est. Completion Date:	Continuous

Description/Justification:

This project will provide funding to complete new installation or provide upgrades to signing and striping improvements or removal and replacement of existing signing and striping at locations Citywide. Priority for locations will be determined by the Public Works and Engineering Departments.

Supplemental Information:

The funds from FY 2023/24 will be utilized to implement the installation, removal, and replacement of signing and striping improvements at fourteen (14) schools in the City. All schools are to be updated to the current California Manual on Traffic Control Devices (MUTCD) standards.

See below for project locations:



PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 17,000	$ 18,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	**$ 55,000**
2281 **Construction**			$ 157,159	$ 45,000	$ 45,000	$ 45,000	$ 45,000	**$ 337,159**
2372 **Administrative Overhead**		$ 17,000	$ 18,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	**$ 55,000**
TOTAL		**$ 34,000**	**$ 193,159**	**$ 55,000**	**$ 55,000**	**$ 55,000**	**$ 55,000**	**$ 447,159**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
203 **HUTA**	$ 147,159	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	**$ 447,159**
TOTAL	**$ 147,159**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 447,159**

Project Title: **Project #:**

Citywide Sidewalk Repair 2244



Project Category:	Streets
Location:	Citywide
Project Manager:	S. Reese
Project Priority:	2H – Required
Project Status:	Preliminary
Est. Completion Date:	2026/27

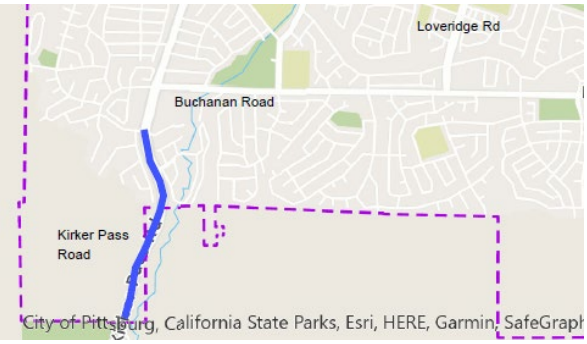
Description/Justification:
This project will repair damaged sidewalks at multiple locations throughout the city of Pittsburg. Priority of locations will be determined by the Public Works and Engineering Departments.

Supplemental Information:
None

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**			$ 15,000	$ 10,000	$ 10,000			**$ 35,000**
2281 **Construction**			$ 115,500	$ 100,000	$ 85,300			**$ 300,800**
2372 **Administrative Overhead**			$ 15,000	$ 10,000	$ 10,000			**$ 35,000**
TOTAL			**$ 145,500**	**$ 120,000**	**$ 105,300**			**$ 370,800**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Measure M Surplus		$ 170,800	$ 100,000	$ 100,000				**$ 370,800**
TOTAL		**$170,800**	**$ 100,000**	**$ 100,000**				**$ 370,800**

Project Title: **Project #:**

Kirker Pass Road Rehabilitation — 2608



Project Category:	Streets
Location:	Kirker Pass Rd
Project Manager:	D. Johnson
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

This project is located on Kirker Pass Road between Buchannan Road and Nortonville Road. The project scope will include the City and County portions of Kirker Pass Road. This project will apply resurfacing to Kirker Pass Road to extend the useful life of the street. Existing roadway striping will be replaced as is.

Supplemental Information:

An agreement between the City of Pittsburg and Contra Costa County was approved and authorized for the Kirker Pass Surface Treatment Project.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 5,000	$ 10,000					**$ 15,000**
2281 **Construction**		$ 78,000	$ 502,000					**$ 580,000**
2372 **Administrative Overhead**		$ 5,000	$ 10,000					**$ 15,000**
TOTAL		**$ 88,000**	**$ 522,000**					**$ 610,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
110 **General Fund**	$ 233,000							**$ 233,000**
203 **HUTA**	$ 92,000	$ 36,171						**$ 128,171**
111 **Measure M**	$ 248,829							**$ 248,829**
TOTAL	**$ 573,829**	**$ 36,171**						**$ 610,000**

Project Title: **Project #:**

James Donlon Boulevard Extension 3015



Project Category:	Street
Location:	James Donlon Blvd from the future terminus in Sky Ranch to Kirker Pass Rd
Project Manager:	J. Samuelson
Project Priority:	2G - Required
Project Status:	Design
Est. Completion Date:	2028/29

Description/Justification:

This project will cover design and construction of an additional east-west connection between East and Central County by extending James Donlon Boulevard from its future terminus in Sky Ranch to Kirker Pass Road. The new roadway, formerly known as the Buchanan Road Bypass, will relieve congestion and other future travel demand on Buchanan Road.

Supplemental Information:

This project has been identified as a priority project for East Contra Costa Regional Fee and Financing Authority (ECCRFFA) up to 68% of the total project costs. This project is located outside of the current Pittsburg city limits.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 59,000						$ 180,000	**$ 239,000**
2122		$ 2,650,600						$ 11,810,000	**$ 14,460,600**
2281	**Construction**							$ 317,000,000	**$ 317,000,000**
2372	**Administrative Overhead**	$ 59,000						$ 180,000	**$ 239,000**
TOTAL		**$ 2,768,600**						**$ 329,170,000**	**$ 331,938,600**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
303	**LTMF**	$ 1,929,074						$ 1,888,000	**$ 3,817,074**
307	**PRTMF**	$ 656,373							**$ 656,373**
	ECCRFFA	$ 4,000,000						$ 68,000,000	**$ 72,000,000**
	Development							$ 14,220,000	**$ 14,220,000**
	Unfunded							$ 241,245,153	**$ 241,245,153**
TOTAL		**$ 6,585,447**						**$ 325,353,153**	**$ 331,938,600**

Project Title: **Project #:**

West Leland Road Extension Phase II — 3038



Project Category:	Streets
Location:	W. Leland Rd
Project Manager:	M. Mena
Project Priority:	2F – Required
Project Status:	Preliminary
Est. Completion Date:	2028/29

Description/Justification:
This project will extend West Leland Road from Santa Teresa Drive to Avila Road. The new road will be 4 lanes with a raised median and sidewalks. The project will accommodate bicycle facilities where appropriate.

Supplemental Information:
None

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**							$ 1,530,000	**$ 1,530,000**
2122 **Design**							$ 2,760,000	**$ 2,760,000**
2281 **Construction**							$ 27,560,000	**$ 27,560,000**
2372 **Administrative Overhead**							$ 1,530,000	**$ 1,530,000**
TOTAL							**$ 33,380,000**	**$ 33,380,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Unfunded						$ 33,380,000		**$ 33,380,000**
TOTAL						**$ 33,380,000**		**$ 33,380,000**

Project Title: **Project #:**

Annual Citywide Fence/Soundwall Repairs 3332



Project Category:	Streets
Location:	Citywide
Project Manager:	M. Mena
Project Priority:	2H – Required
Project Status:	Ongoing
Est. Completion Date:	Continuous

Description/Justification:

This project will be determined based on Staff input. The project will maintain ongoing City-owned fences and soundwalls repairs and replacements.

Supplemental Information:

None

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$300		$5,000	$5,000	$5,000	$5,000	$5,000	**$ 25,300**
2281	**Construction**	$53,800	$47,600	$245,000	$65,000	$65,000	$65,000	$63,000	**$ 604,400**
2372	**Administrative Overhead**	$300		$5,000	$5,000	$5,000	$5,000	$5,000	**$ 25,300**
TOTAL		**$ 54,400**	**$ 47,600**	**$ 255,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 73,000**	**$ 655,000**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
203	**HUTA**	$50,000	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	**$ 500,000**
204	**Measure J**	$155,000							**$ 155,000**
TOTAL		**$ 205,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 655,000**

Project Title: **Project #:**

2024/25 CDBG ADA Curb Ramp Installation Project 4077



Project Category:	Streets
Location:	Various locations around the City
Project Manager:	S. Reese
Project Priority:	1C – Essential
Project Status:	New
Est. Completion Date:	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**			$ 15,000					**$ 15,000**
2281 **Construction**			$ 243,938					**$ 243,938**
2372 **Administrative Overhead**			$ 15,000					**$ 15,000**
TOTAL			**$ 273,938**					**$ 273,938**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
233 **CDBG**			$ 273,938					**$ 273,938**
TOTAL			**$ 273,938**					**$ 273,938**

Project Title: **Project #:**

Linscheid Drive Traffic Calming — 4079



Project Category:	Streets
Location:	Intersection of Linscheid Dr, Ramona St, Madoline St
Project Manager:	K. Labao
Project Priority:	2G – Required
Project Status:	Preliminary
Est. Completion Date:	2025/26

Description/Justification:

The project limits include the intersection of Linscheid Drive, Ramona Street, and Madoline Street, and its approaches. The existing intersection is too wide to properly channel traffic and invites motorists to drive on the wrong side of the road when cutting corners to make a turn. The project will include the installation of two roundabouts at Linscheid Drive/Ramona Street and Linscheid Drive/Madoline Street and provide.

Supplemental Information:

The city will pursue grant funding from CDBG for FY 2025/26 to complete construction.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**			$ 20,000	$ 2,000				**$ 22,000**
2122	**Design**			$ 46,000					**$ 46,000**
2281	**Construction**			$ 116,184	$ 53,816				**$ 170,000**
2372	**Administrative Overhead**			$ 20,000	$ 2,000				**$ 22,000**
TOTAL				**$ 202,184**	**$ 57,816**				**$ 260,000**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
233	**CDBG**			$ 202,184					**$ 202,184**
	Unfunded				$ 57,816				**$ 57,816**
TOTAL				**$ 202,184**	**$ 57,816**				**$ 260,000**

Project Title: **Project #:**

Zone 4 Pavement Management — TBD



Project Category:	Streets
Location:	Maintenance Zone 4
Project Manager:	S. Reese
Project Priority:	1E - Essential
Project Status:	New
Est. Completion Date:	2025/26

Description/Justification:

The City of Pittsburg has divided its pavement management plan into 10 zones. The project will use a variety of pavement management techniques such as pavement overlay, reconstruction, micro-surfacing, cape seal, patch paving, base failure repairs, and crack sealing.

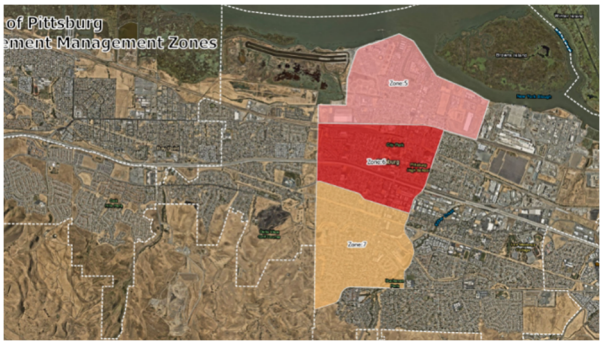
Supplemental Information:

Due to lack of funding, rehabilitation of maintenance Zone 4 will take more than 1 year. General Funds from project 3122 will be allocated to this project due to the construction cost.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**			$ 40,000	$ 20,000				**$ 60,000**
2281	**Construction**			$ 3,770,000	$ 1,000,000				**$ 4,770,000**
2372	**Administrative Overhead**			$ 40,000	$ 20,000				**$ 60,000**
TOTAL				**$ 3,850,000**	**$ 1,040,000**				**$ 4,890,000**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
110	**General Fund**		$ 436,051						**$ 436,051**
	Measure M Surplus			$ 500,000					**$ 500,000**
111	**Measure M**			$ 650,000					**$ 650,000**
203	**HUTA**			$ 800,000					**$ 800,000**
228	**RMRA**			$ 1,900,000	$ 603,949				**$ 2,503,949**
TOTAL			**$ 436,051**	**$ 3,850,000**	**$ 603,949**				**$ 4,890,000**

Project Title: **Project #:**

Pavement Management Program — TBD



Project Category:	Streets
Location:	Maintenance Zone 7, 6, and 5
Project Manager:	S. Reese
Project Priority:	1E - Essential
Project Status:	New
Est. Completion Date:	2028/29

Description/Justification:

The City of Pittsburg has divided its pavement management plan into 10 zones. The project will use a variety of pavement management techniques such as pavement overlay, reconstruction, micro-surfacing, cape seal, patch paving, base failure repairs, and crack sealing.

Supplemental Information:

Zone 7 will be broken in two Phases. Phase 1 is expected to take place in Summer 2026 and Phase 2 summer 2027. Zone 6 will be implemented in Summer 2028, and Zone 5 will be summer 2029.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**				$ 60,000	$ 60,000	$ 60,000	$ 60,000	**$ 240,000**
2281	**Construction**				$ 2,990,000	$ 3,697,000	$ 4,363,000	$ 4,030,000	**$ 15,080,000**
2372	**Administrative Overhead**				$ 60,000	$ 60,000	$ 60,000	$ 60,000	**$ 240,000**
TOTAL					**$ 3,110,000**	**$ 3,817,000**	**$ 4,483,000**	**$ 4,150,000**	**$ 15,560,000**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
110	**General Fund**				$ 500,000	$ 500,000	$ 500,000	$ 500,000	**$ 2,000,000**
204	**Measure J**				$ 300,000	$ 300,000	$ 300,000	$ 300,000	**$ 1,200,000**
111	**Measure M**				$ 650,000	$ 650,000	$ 650,000	$ 650,000	**$ 2,600,000**
203	**HUTA**				$ 800,000	$ 800,000	$ 800,000	$ 800,000	**$ 3,200,000**
228	**RMRA**				$ 860,000	$ 1,567,000	$ 2,233,000	$ 1,900,000	**$ 6,560,000**
TOTAL					**$ 3,110,000**	**$ 3,817,000**	**$ 4,483,000**	**$ 4,150,000**	**$ 13,560,000**

Project Title: **Project #:**

Loveridge Road Frontage Improvements — TBD



Project Category:	Streets
Location:	West Side of Loveridge Road From Pittsburg-Antioch Highway to BNSF railroad tracks
Project Manager:	J. Longway
Project Priority:	2F - Required
Project Status:	New
Est. Completion Date:	2026/27

Description/Justification:

The Project includes the installation of frontage improvements along the west side of Loveridge Road from Pittsburg-Antioch Highway, northward to the BNSF railroad tracks. Frontage improvements include sidewalk, curb, gutter, landscaping, and green stormwater infrastructure features such as bioretention planters.

Supplemental Information:

A portion of the frontage improvements are obligated to be constructed by development project adjacent to the right of way. Additional frontage enhancements will help meet the City's stormwater obligation to mitigate PCBs deposited from old industrial uses.

Funding Sources:

Developer obligation to finance frontage improvements. Stormwater enhancements to be financed with EPA Water Quality Improvement Fund (WQIF) grant funds.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**					$ 145,000			**$ 145,000**
2122 **Design**					$ 20,000			**$ 20,000**
2281 **Construction**					$ 1,300,000			**$ 1,300,000**
2372 **Administrative Overhead**					$ 145,000			**$ 145,000**
TOTAL					**$ 1,610,000**			**$ 1,610,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Unfunded					$ 300,000			**$ 300,000**
Development					$ 1,310,000			**$ 1,310,000**
TOTAL					**$ 1,610,000**			**$ 1,610,000**

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
SIGNAL PROJECTS

2024/25 - 2028/29



Project Title: **Project #:**

(HSIP 9) Citywide Traffic Signal Improvements 2227



Project Category:	Signal
Location:	Citywide
Project Manager:	K. Labao
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

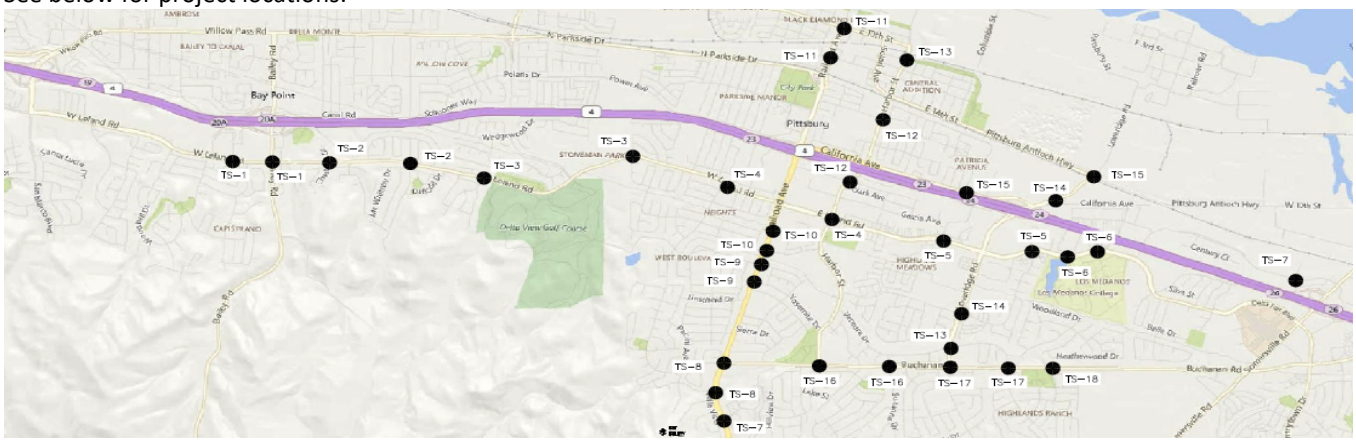
Description/Justification:

This project will improve the traffic signal hardware at 35 signalized intersections citywide. Improvements include, but is not limited to, the replacement and/or installation of signal heads, lenses, pedestrian heads, push buttons, visors, backplates, retroreflective borders, controllers, cabinets, battery backup systems, and modems as well as minor improvements to signal timing.

Supplemental Information:

Funding Sources: Local Highway Safety Improvement Program (HSIP) Cycle 9 Federal Funds.

See below for project locations:



PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 32,100	$ 12,000	$ 6,160					**$ 50,260**
2122	**Design**	$ 126,600							**$ 126,600**
2281	**Construction**	$ 118,400	$ 662,740	$ 262,740					**$ 1,043,880**
2372	**Administrative Overhead**	$ 32,100	$ 12,000	$ 6,160					**$ 50,260**
TOTAL		**$ 309,200**	**$ 686,740**	**$ 275,060**					**$ 1,271,000**

PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
110	**General Fund**	$ 161,000							**$ 161,000**
	Federal/State Funding	$ 1,065,600							**$ 1,065,600**
228	**RMRA**	$ 44,400							**$ 44,400**
TOTAL		**$ 1,271,000**							**$ 1,271,000**

Project Title: **Project #:**

Countywide Smart Signals 2243



Project Category:	Signal
Location:	Approx. 30 intersections total – Buchanan, W. Leland Rd & Railroad Ave
Project Manager:	N. Phan
Project Priority:	2G – Required
Project Status:	Preliminary
Est. Completion Date:	2025/26

Description/Justification:

This project is expected to result in innovative upgrades to traffic signals and intersections on the regional routes of significance within the City of Pittsburg. Many of the City's existing traffic signals lack communication technology, which makes traffic signal synchronization and coordination between signals along local roads challenging. Thirty (30) signals have been identified to be part of the project. The Smart Signals will enable the City of Pittsburg's signals to be upgraded to a smart signal system that will enable the implementation of improvements such as signal interconnect and synchronization to optimize traffic flow and reduce congestion; prioritize transit & emergency vehicles; use video detection and analytics to proactively identify 'near miss" situations and report those back to traffic management center.

Supplemental Information:

CCTA is the recipient of Metropolitan Transportation Commission (MTC's) One Bay Area Cycle 3 funds for the design, construction, and deployment of the project.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**			$ 10,000	$ 10,000				**$ 20,000**
2122 **Design**		$ 1,320						
2281 **Construction**				$ 1,312,724				**$ 1,312,724**
2372 **Administrative Overhead**			$ 10,000	$ 10,000				**$ 20,000**
TOTAL		**$ 1,320**	**$ 20,000**	**$ 1,322,724**				**$ 1,332,724**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funding		$ 1,179,890						**$ 1,179,890**
203 **HUTA**		$ 152,834						**$ 152,834**
TOTAL		**$ 1,332,724**						**$ 1,332,724**

Project Title: **Project #:**

Pittsburg Center Smart City Pilot 2314



Project Category:	Signal
Location:	¼ Mile radius surrounding the Pittsburg Center Bart Station
Project Manager:	N. Phan
Project Priority:	2G – Required
Project Status:	Preliminary
Est. Completion Date:	2026/27

Description/Justification:

This project consists of implementing smart city technologies ¼ mile transportation grid surrounding the Pittsburg Center BART station with connected technologies such as adaptive streetlights, connected traffic signals, and digital and static wayfinding signage. These upgrades will help encourage transit use, encourage walking and bicycling by creating safer and more complete streets, alleviate traffic, and attract local businesses.

Supplemental Information:

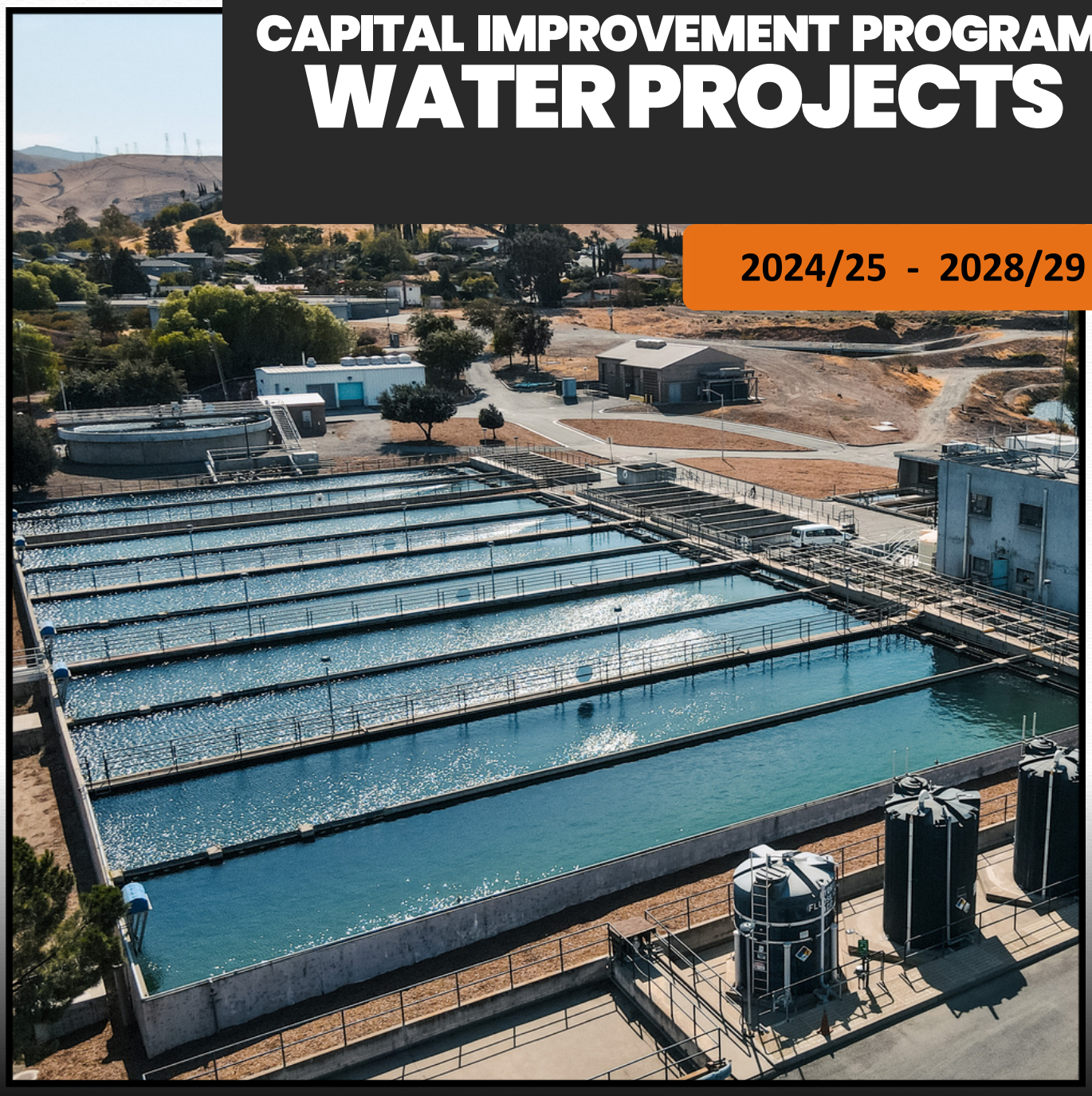
Federal/State Funding – Community Project Funding /Congressionally Directed Spending (CPFCDS – Earmark) Cycle 1 (2022).

PROJECT FINANCING		CURRENT	PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**			$ 10,000	$ 15,000	$ 27,500			**$ 52,500**
2122 **Design**				$ 144,000				**$ 144,000**
2281 **Construction**				$ 500,000	$ 451,000			**$ 951,000**
2372 **Administrative Overhead**			$ 10,000	$ 15,000	$ 27,500			**$ 52,500**
TOTAL			**$ 20,000**	**$ 674,000**	**$ 506,000**			**$ 1,200,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funding		$ 1,200,000						**$ 1,200,000**
TOTAL		**$ 1,200,000**						**$ 1,200,000**

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
WATER PROJECTS

2024/25 - 2028/29



Project Title: **Project #:**

Water System Reliability (Cabrillo Place Waterline) 5006



Project Category:	Water
Location:	Crestview Ave to Stoneman Reservoir
Project Manager:	A. Ruiz
Project Priority:	2H – Required
Project Status:	Design
Est. Completion Date:	2025/26

Description/Justification:

This project will improve system reliability for Zone 2 and Zone 3 customers by looping systems (Buchanan Pump Station & Brookside Drive) or based on an urgent need/chronic problem identified by Public Works.

Supplemental Information:

The Cabrillo Place Waterline project, Phase 1B of the Water System Reliability Project, is the final stage of this initiative. The project involves several critical components aimed at enhancing the water infrastructure in the area.
This includes the installation of a new water main, fire hydrants, and services along Alta Vista Circle and Sunnyhill Way. In addition, this project will include the abandonment of the plagued water main running between residential homes in the Top of the Woodlands and Woodland Hills Unit 3 Subdivisions. This final phase is crucial for ensuring a reliable and efficient water system, addressing both current needs and future demands of the community.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**	$ 31,926	$ 10,906	$ 20,000	$ 5,000				**$ 67,832**
2122 **Design**	$ 133,707	$ 93,513	$ 60,780					**$ 288,000**
2281 **Construction**	$ 114,510		$ 1,200,000	$ 324,937				**$ 1,639,447**
2372 **Administrative Overhead**	$ 21,732	$ 10,906	$ 20,000	$ 5,000				**$ 57,638**
TOTAL	**$ 301,875**	**$ 115,325**	**$ 1,300,780**	**$ 334,937**				**$ 2,052,916**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
501 **Water Operations Fund**	$ 800,000		$ 1,252,916					**$ 2,052,916**
TOTAL	**$ 800,000**		**$ 1,252,916**					**$ 2,052,916**

Project Title: **Project #:**

Highlands Ranch Tank Improvements 5007



Project Category:	Water
Location:	Highlands Ranch at the end of Ventura Drive
Project Manager:	A. Ruiz
Project Priority:	2H – Required
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:
Highlands Ranch Tank is a 1MG Steel On-Grade tank and has been operated and maintained by the City of Pittsburg since 1999. Based on a recent assessment made in October 2021, it is recommended that several improvements should be made to prevent further erosion/damage to the tank. The scope includes but is not limited to installing a new cathodic protection system, new interior coating system, and the installation of new 12-inch vents. JDH Corrosion Consultants conducted a coating condition assessment on August 25, 2022.

Supplemental Information:
It is recommended that exterior surface of the tank be reinspected and reevaluated for any needed remedial repairs in five (5) years and that the City cleans the tank every three (3) years in accordance with American Water Works Association M42.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**	$ 4,783	$ 691	$ 10,000					**$ 15,474**
2122 **Design**	$ 32,622							**$ 32,622**
2281 **Construction**			$ 542,485					**$ 542,485**
2372 **Administrative Overhead**	$ 4,419		$ 10,000					**$ 14,419**
TOTAL	**$ 41,824**	**$ 691**	**$ 562,485**					**$ 605,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
501 **Water Operations Fund**	$ 450,000	$ 155,000						**$ 605,000**
TOTAL	**$ 450,000**	**$ 155,000**						**$ 605,000**

Project Title: **Project #:**

Water Treatment Plant Reservoir Control Panel & PLC Replacement 5009



Project Category:	Water
Location:	Water Treatment Plant
Project Manager:	D. Johnson
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

This project will replace the outdated programmable logic controllers (PLC), modules and communication network to the raw water and light-level pump stations, treated water reservoirs, electrical room, and the filter control consoles. Most of the existing control system that is installed at the City's Water Treatment Plant (WTP) is obsolete and is no longer supported.

Supplemental Information:

None

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 12,000	$ 2,500					**$ 14,500**
2122 **Design**	$ 96,000							**$ 96,000**
2281 **Construction**	$ 67,300		$ 128,000					**$ 195,300**
2372 **Administrative Overhead**		$ 12,000	$ 2,500					**$ 14,500**
TOTAL	**$ 163,300**	**$ 24,000**	**$ 133,000**					**$ 320,300**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
501 **Water Operations Fund**	$ 450,000							**$ 450,000**
TOTAL	**$ 450,000**							**$ 450,000**

Project Title: **Project #:**

Water Treatment Plant Capital Repairs and Improvements 5065



Project Category:	Water
Location:	Water Treatment Plant
Project Manager:	J. Moser
Project Priority:	2H - Required
Project Status:	Ongoing
Est. Completion Date:	Continuous

Description/Justification:

The project will provide upgrades and repairs at the Water Treatment Plant (WTP) and other water distribution facilities as identified by the WTP staff annually.

Supplemental Information:

For FY 2024/25, this project will replace two aging pumps at the Water Treatment Plant. The raw water and clear well pumps are 70 and 53 years old, respectively. These pumps are no longer cost effective to operate and have reached the end of their useful life.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**	$ 1,967		$ 5,800		$ 5,000		$ 5,000	**$ 17,767**
2281 **Construction**	$ 18,852		$ 189,916		$ 140,000		$ 140,000	**$ 488,768**
2372 **Administrative Overhead**	$ 2,665		$ 5,800		$ 5,000		$ 5,000	**$ 18,465**
TOTAL	**$ 23,484**		**$ 201,516**		**$ 150,000**		**$ 150,000**	**$ 525,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
501 **Water Operations Fund**	$ 150,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	**$ 600,000**
TOTAL	**$ 150,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 75,000**	**$ 600,000**

Project Title: **Project #:**

Water Treatment Plant Filtration Improvements & Hypochlorite Conversion 5067



Project Category:	Water
Location:	Water Treatment Plant
Project Manager:	D. Johnson
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2027/28

Description/Justification:

The City of Pittsburg's (City) Water Treatment Plant (WTP) was originally constructed in the 1950's. Upgrades to the facilities were conducted in the 1970s with major upgrades in the 1980's. To produce potable water, the facility uses pre-oxidation with chlorine dioxide, disinfection (with chlorine gas as the primary disinfectant), coagulation, flocculation, dual media filtration, post-filtration chemical conditioning, treated water pumping to onsite storage, and transfer to customer demands either by gravity from two treated water reservoirs or further pumping to higher pressure zones. However, over the last five years, City staff, with consultant assistance, determined that the WTP filtration system had deteriorated significantly and that reconstruction in place was neither cost effective nor prudent. Thus, the City concluded, with expert consultant assistance, to provide further upgrades to the aging WTP infrastructure.

The Project will improve the water quality and continue to serve the demands of the City of Pittsburg's residential, commercial, or industrial customers. It includes installation of six new water filters, conversion of an existing gaseous chlorine system to liquid hypochlorite (bleach) and upgrades to filter effluent pumping and buried WTP infrastructure.

Supplemental Information:

Water revenue bonds were sold in 2022 of a not to exceed funding allocation of $50,000,000 to finance improvements covered by this project.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 5,000	$ 47,000	$ 18,000	$ 22,000	$ 22,000	$ 15,000		**$ 129,000**
2122	**Design**	$ 1,000,000	$ 2,170,000	$ 442,000					**$ 3,612,000**
2281	**Construction**			$ 13,540,000	$ 19,250,000	$ 15,250,000	$ 9,583,188		**$ 57,623,188**
2372	**Administrative Overhead**	$ 5,000	$ 47,000	$ 18,000	$ 22,000	$ 22,000	$ 15,000		**$ 129,000**
TOTAL		**$ 1,010,000**	**$ 2,264,000**	**$ 14,018,000**	**$ 19,294,000**	**$ 15,294,000**	**$ 9,613,188**		**$ 61,493,188**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
	Water Revenue Bond (2022A)	$ 45,800,000							**$ 45,800,000**
500	**Water Revenue Bond Proceeds**		$ 1,926,000						**$ 1,926,000**
501	**Water Operations Fund**	$ 2,481,188	$ 5,560,000						**$ 8,041,188**
502	**WFR - WTP Expansion**	$ 900,000	$ 1,010,000						**$ 1,910,000**
503	**WFR - Distribution**		$ 1,988,000						**$ 1,988,000**
506	**WFR - P.S. & Reservoir**		$ 745,000						**$ 745,000**
509	**WFR - Sludge Handling**		$ 1,083,000						**$ 1,083,000**
TOTAL		**$ 49,181,188**	**$ 12,312,000**						**$ 61,493,188**

Project Title: **Project #:**

Annual Filter Media Replacement 5070



Project Category:	Water
Location:	Water Treatment Plant
Project Manager:	J. Moser
Project Priority:	2H – Required
Project Status:	Ongoing
Est. Completion Date:	Continuous

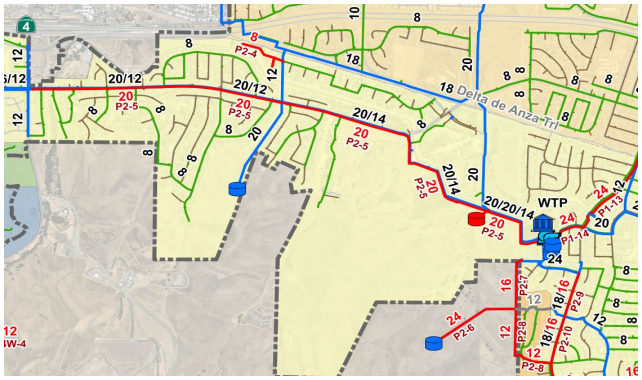
Description/Justification:
This project will perform periodic replacement of the filter media for the existing eight water filters at the City's Water Treatment Plant. Media replacement includes the removal and disposal of spent filter media and replacement with new granulated activated carbon (GAC) or anthracite, sand, and gravel.

Supplemental Information:
Filter media replacement is needed every four (4) years. With the new installation of 6 new filters funding is required for operations and maintenance in subsequent years. Thus, in FY 2024/25 this project will replace (2-3) existing filters in anticipation of the new filters. The project should allocate $50,000 a year to provide for enough budget for the new filter replacement cost.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 204	$ 5,000					**$ 5,204**
2281 **Construction**			$ 290,000					**$ 290,000**
2372 **Administrative Overhead**			$ 5,000					**$ 5,000**
TOTAL		**$ 204**	**$ 300,000**					**$ 300,204**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
501 **Water Operations Fund**	$ 100,000	$ 100,000	$ 100,204	$ 50,000	$ 50,000	$ 50,000	$ 50,000	**$ 500,204**
TOTAL	**$ 100,000**	**$ 100,000**	**$ 100,204**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 500,204**

Project Title: **Project #:**

20” Water Main W. Leland (WTP to SW Hills) 5071



Project Category:	Water
Location:	Between the Water Treatment Plant and Bailey Rd
Project Manager:	M. Mena
Project Priority:	2F – Required
Project Status:	Preliminary
Est. Completion Date:	2028/29

Description/Justification:

The project will provide for the installation of a new 20-inch water transmission line along West Leland Road from the Water Treatment Plant to Bailey Road. The approximately 12,370-foot waterline will serve the new developments at Southwest Hills (Draft 2022 Water System Master Plan Segment P2-5).

Supplemental Information:

None

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**						$ 15,000	$ 37,500	**$ 52,500**
2122 **Design**						$ 370,000		**$ 370,000**
2281 **Construction**							$ 7,000,000	**$ 7,000,000**
2372 **Administrative Overhead**						$ 15,000	$ 37,500	**$ 52,500**
TOTAL						**$ 400,000**	**$ 7,075,000**	**$ 7,475,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
501 **Water Operations Fund**	$ 754,000							**$ 754,000**
507 **Water Facility Reserve Fund**	$ 1,796,000							**$ 1,796,000**
Unfunded							$ 4,925,000	**$ 4,925,000**
TOTAL	**$ 2,550,000**						**$ 4,925,000**	**$ 7,475,000**

Project Title: **Project #:**

Bella Vista / Riverview Water Consolidation Project — TBD



Project Category:	Water
Location:	Willow Pass Road
Project Manager:	J. Longway
Project Priority:	2G - Required
Project Status:	New
Est. Completion Date:	2025/26

Description/Justification:

The Bella Vista and Riverview Mobile Home parks located on Willow Pass Road will be abandoning their existing well system and construct improvements to connect to the City's potable water system.

Supplemental Information:

The State Water Resources Control Board through its Safe and Affordable Fund for Equity and Resilience ("SAFER") program will finance the design and construction of the Water Consolidation Project. The City will manage the procurement of the contractor and oversee the construction of the project as required by the SAFER program.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**				$ 100,000				**$ 100,000**
2122 **Design**				$ 500,000				**$ 500,000**
2281 **Construction**				$ 1,500,000				**$ 1,500,000**
2372 **Administrative Overhead**				$ 100,000				**$ 100,000**
TOTAL				**$ 2,200,000**				**$ 2,200,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Unfunded				$ 2,200,000				**$ 2,200,000**
TOTAL				**$ 2,200,000**				**$ 2,200,000**

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
SEWER PROJECTS

2024/25 - 2028/29



Project Title: **Project #:**

West Santa Fe Avenue Sewer Water Rehabilitation 5003



Project Category:	Sewer
Location:	W. 11th St. neighborhood, E. 12th St., E. 4th St, and E 5th St
Project Manager:	G. Piña
Project Priority:	2H – Required
Project Status:	Design
Est. Completion Date:	2025/26

Description/Justification:

This project will replace approximately 15,500 linear feet of water main pipe and approximately 12,000 linear feet of sewer main pipe. This project targets areas where the water and sewer systems have reached the end of their useful life and have become maintenance problems and/or do not produce adequate flow.

Supplemental Information:

None

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 4,315	$ 2,823	$ 62,863	$ 129,013				**$ 199,013**
2122	**Design**	$ 119,171	$ 286,406	$ 298,300					**$ 703,877**
2281	**Construction**	$ 15,933		$ 8,000,000	$ 9,527,067				**$ 17,543,000**
2372	**Administrative Overhead**	$ 3,525		$ 66,474	$ 129,013				**$ 199,012**
TOTAL		**$ 142,944**	**$ 289,229**	**$ 8,427,637**	**$ 9,785,093**				**$ 18,644,903**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
501	**Water Operations Fund**	$ 3,400,000	$ 694,000	$ 1,000,000					**$ 5,094,000**
521	**Sewer Operations Fund**	$ 2,996,451	$ 712,079						**$ 3,708,530**
	Unfunded				$ 9,842,373				**$ 9,842,373**
TOTAL		**$ 6,396,451**	**$ 1,406,079**	**$ 1,000,000**	**$ 9,842,373**				**$ 18,644,903**

Project Title: **Project #:**

Central Addition Water and Sewer Rehabilitation (Phase I) — TBD



Project Category:	Sewer
Location:	Central Addition Neighborhood
Project Manager:	M. Mena
Project Priority:	2H – Required
Project Status:	Preliminary
Est. Completion Date:	2028/29

Description/Justification:

This project will replace sewer main lines within the Central Addition neighborhood. Many of these main lines run through the backyards of the houses making them a maintenance issue.

Supplemental Information:

None

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**						10,000	$ 15,000	**$ 25,000**
2122 **Design**						567,000		**$ 567,000**
2281 **Construction**							$ 3,333,000	**$ 3,333,000**
2372 **Administrative Overhead**						10,000	$ 15,000	**$ 25,000**
TOTAL						**$ 587,000**	**$ 3,363,000**	**$ 3,950,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Unfunded						$ 520,000	$ 3,430,000	**$ 3,950,000**
TOTAL						**$ 520,000**	**$ 3,430,000**	**$ 3,950,000**

City of Pittsburg
California

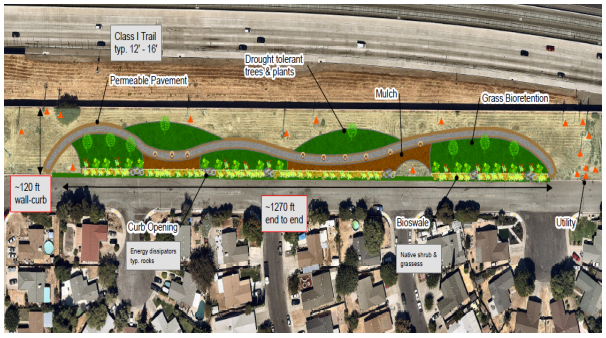
CAPITAL IMPROVEMENT PROGRAM
STORM PROJECTS

2024/25 - 2028/29



Project Title: **Project #:**

Frontage Road Living Green Trail — 1801



Project Category:	Storm
Location:	Frontage Road, east of Dover Way
Project Manager:	A. Peters
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

This project will construct a Class I trail on Frontage Road from Dover Way to the end of the existing pedestrian trail at Chelsea Way. The project will also include the installation of pathway swales and bioretention features.

Supplemental Information:

Funding Sources Include: Clean California Local Grant, ARPA

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 5,475		$ 15,000					**$ 20,475**
2122	**Design**	$ 155,148	$ 136,925						**$ 292,073**
2281	**Construction**		$ 985,205	$ 804,873					**$ 1,790,078**
2372	**Administrative Overhead**	$ 6,620	$ 42,004	$ 15,000					**$ 63,624**
TOTAL		**$ 167,242**	**$ 1,164,135**	**$ 834,873**					$ 2,166,250
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
	Federal/State	$ 1,354,000							**$ 1,354,000**
298	**ARPA**	$ 812,250							**$ 812,250**
TOTAL		**$ 2,166,250**							$ 2,166,250

Project Title: **Project #:**

Willow Pass Storm Drain Permanent Repair 3023



Project Category:	Storm
Location:	Willow Pass Road
Project Manager:	S. Reese
Project Priority:	1C – Essential
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:

The location of work is the north shoulder of Willow Pass Road between 701 Willow Pass Road and Nantucket Drive. During the heavy winter storms of 2023, two 60-inch reinforced concrete pipes separated at the joints at the top, causing exfiltration upwards and damaging the roadway along Willow Pass Road. An emergency temporary repair was completed to minimize damage. A permanent solution is necessary to complete the repair.

Supplemental Information:

Resolution 23-14326 allocated General Fund Reserve to Emergency Repair Projects because of the 2022/23 Winter Storm Season.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 500	$ 19,500					**$ 20,000**
2122 **Design**		$ 12,470	$ 4,030					**$ 16,500**
2281 **Construction**		$ 5,437	$ 413,270					**$ 418,707**
2372 **Administrative Overhead**		$ 500	$ 19,500					**$ 20,000**
TOTAL		**$ 18,907**	**$ 456,300**					**$ 475,207**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
110 **General Fund**		$ 800,000						**$ 800,000**
TOTAL		**$ 800,000**						**$ 800,000**

Project Title: **Project #:**

Americana Park Bypass Channel 8336



Project Category:	Storm
Location:	East of Americana Park and south of N. Parkside Drive
Project Manager:	A. Ruiz
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

The purpose of this project is to reduce flood hazards and mitigate stormwater overflows from the detention basin in Americana Park and North Parkside Drive.

The project includes excavating a new bypass channel from the Americana Park detention basin, south of N. Parkside Drive, eastward across the parcel of land owned by PG&E, and onto the nearby creek. Additional actions include the relocation of two waterlines (city and privately owned), replacing existing irrigation valves, and additional electrical work.

Supplemental Information:

The project will require environmental permits from USACE, SFWQCB, and CDFW. In addition, coordination will be needed with PG&E, Cal OES, and FEMA. Federal/State Funding Sources: Hazard Mitigation Grant Program (HMGP) Federal Funds.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 17,200	$ 39,400	$ 8,400					**$ 65,000**
2122	**Design**	$ 294,300	$ 15,000						**$ 309,300**
2281	**Construction**	$ 81,800	$ 168,000	$ 865,578					**$ 1,115,378**
2372	**Administrative Overhead**	$ 15,000	$ 39,400	$ 10,600					**$ 65,000**
TOTAL		**$ 408,300**	**$ 261,800**	**$ 884,578**					**$ 1,554,678**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
203	**HUTA**		$ 101,800						**$ 101,800**
298	**ARPA**		$ 103,000						**$ 103,000**
310	**IRRF**	$ 580,000	$ 30,000						**$ 610,000**
501	**Water Operations**		$ 245,000						**$ 245,000**
	Federal/State	$ 374,879							**$ 374,879**
	Other	$ 119,999							**$ 119,999**
TOTAL		**$ 1,074,878**	**$ 479,800**						**$ 1,554,678**

Project Title: **Project #:**

California Avenue Full Trash Capture Device — TBD



Project Category:	Storm
Location:	Southeastern corner of Loveridge Rd and California Ave
Project Manager:	M. Mena
Project Priority:	2H – Required
Project Status:	Preliminary
Est. Completion Date:	2026/27

Description/Justification:

This project involves the installation of a Contech CDS Unit on a 30,000 square foot parcel at the southeastern corner of Loveridge Road and California Avenue.

Supplemental Information:

This device will treat a drainage area of 819 acres of City public and private properties and 20 acres of Caltrans right of way. City will be partnering with Caltrans for their Funding Contribution Only (FCO) grant program. The initial letter of intent was submitted to Caltrans outlining the feasibility and estimated pollutant removal. The Project Initiation Report is in development with Caltrans staff. Estimated timeline: (1) Project Initiation Report to be completed and approved by Caltrans Commission in 2023, (2) Final approval for project to occur in 2024, (3) Funds to be released in 2026.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**				$ 10,000	$ 15,000			**$ 25,000**
2122 **Design**				$ 350,000				**$ 350,000**
2281 **Construction**					$ 2,040,000			**$ 2,040,000**
2372 **Administrative Overhead**				$ 10,000	$ 15,000			**$ 25,000**
TOTAL				**$ 370,000**	**$ 2,070,000**			**$ 2,440,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funding					$ 2,040,000			**$ 2,040,000**
Unfunded				$ 400,000				**$ 400,000**
TOTAL				**$ 400,000**	**$ 2,040,000**			**$ 2,440,000**

Project Title: **Project #:**

Storm Drain Master Plan Update — TBD



Project Category:	Storm
Location:	Citywide
Project Manager:	J. Longwell
Project Priority:	3J – Goals
Project Status:	New
Est. Completion Date:	2025/26

Description/Justification:

Phase Seven of the Stormwater Management Plan was completed in July 1999. This project will update the Master Plan to ensure adequate capacity in the City's storm drainage system now and in future years as well as to meet regulatory requirements with the state relating to stormwater capture and treatment.

Supplemental Information:

The Storm Drain Master Plan is assessing the condition of the City's storm drainage system and identifying areas prone to flooding. This will create a priority project list, including cost estimates, for future capital stormwater system work.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**				$ 10,000				**$ 10,000**
2122 **Design**				$ 230,000				**$ 230,000**
2372 **Administrative Overhead**				$ 10,000				**$ 10,000**
TOTAL				**$ 250,000**				**$ 250,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Unfunded				$ 250,000				**$ 250,000**
TOTAL				**$ 250,000**				**$ 250,000**

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
BUILDING PROJECTS

2024/25 - 2028/29



Project Title: **Project #:**

Marina Community Center Improvements 1650



Project Category:	Building
Location:	340 Marina Blvd.
Project Manager:	K. Simonton
Project Priority:	1C – Essential
Project Status:	Ongoing
Est. Completion Date:	2024/25

Description/Justification:

This project includes the renovation of the building located at 340 Marina Boulevard into a community center.

Supplemental Information:

The Marina Community Center was closed to the public in 2002 and leased to Contra Costa County for use as a Police Training Academy for the next 20 years. Upon termination of the agreement in December 2022, at the direction of the City Council, the building is to be returned to the community to be used as a community center. Necessary improvements include, but are not limited to, the repair of the gymnasium floor, roof repair and replacement, ADA accessibility, security, furniture, technology, HVAC repair and replacement.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**	$ 1,330							**$ 1,330**
2281 **Construction**	$ 505,149	$ 151,413	$ 90,803					**$ 747,365**
2372 **Administrative Overhead**	$ 1,305							**$ 1,305**
TOTAL	**$ 507,784**	**$ 151,413**	**$ 90,803**					**$ 750,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Measure M Surplus	$ 750,000							**$ 750,000**
TOTAL	**$ 750,000**							**$ 750,000**

Project Title: **Project #:**

60 Civic Building Repair — 3026



Project Category:	Building
Location:	60 Civic Ave
Project Manager:	Hilario Mata
Project Priority:	1C – Essential
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:

Due to drought damage throughout the years, the trees along Civic Drive have experienced deterioration, causing falling of trees and branches. Due to high winds during a storm event, a 60-foot tree fell onto the Neighborhood Center at 60 Civic Drive. This was emergency work to remove the tree to protect the building from further damage.

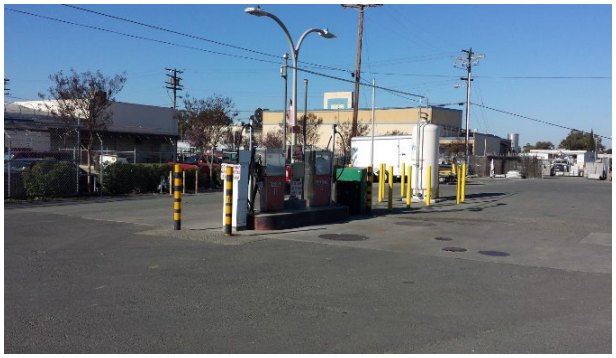
Supplemental Information:

Design of the repairs is being led by MPA.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 5,000	$ 30,000					**$ 35,000**
2122 **Design**		$ 29,500						**$ 29,500**
2281 **Construction**		$ 91,000	$ 609,500					**$ 700,500**
2372 **Administrative Overhead**		$ 5,000	$ 30,000					**$ 35,000**
TOTAL		**$ 130,500**	**$ 669,500**					**$ 800,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
General Fund		$ 800,000						**$ 800,000**
TOTAL		**$ 800,000**						**$ 800,000**

Project Title: **Project #:**

Corporation Yard Fueling System Replacement 3118



Project Category:	Building
Location:	Corporation Yard and Environmental Center
Project Manager:	A. Ruiz
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

The fleet fueling system at the Corporation Yard is out of compliance per State regulatory requirements and needs major upgrades including new piping, fueling island, single wall tank replacement with above ground tanks, new dispensers, island cover and new Concrete pad. The new location of the above ground tank will be at the Environmental Center.

Supplemental Information:

None

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 10,845	$ 20,000	$ 22,155					**$ 53,000**
2122	**Design**	$ 291,279	$ 8,820						**$ 300,100**
2281	**Construction**	$ 104,861	$ 70,214	$ 1,336,925					**$ 1,512,000**
2372	**Administrative Overhead**	$ 10,134	$ 3,876	$ 38,990					**$ 53,000**
TOTAL		**$ 417,119**	**$ 102,911**	**$ 1,398,070**					**$ 1,918,100**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
501	**Water Operations Fund**	$ 265,000	$ 494,100						**$ 759,100**
521	**Sewer Operations Fund**	$ 265,000	$ 494,000						**$ 759,000**
621	**Building Maintenance**	$ 400,000							**$ 400,000**
TOTAL		**$ 930,000**	**$ 988,100**						**$ 1,918,100**

Project Title: **Project #:**

California Theater Marquee & Below Stage Modification 3333



Project Category:	Building
Location:	California Theater
Project Manager:	G. Piña
Project Priority:	1E – Essential
Project Status:	Preliminary
Est. Completion Date:	2024/25

Description/Justification:

The California Theater is a historic building in Downtown Pittsburg that has undergone several needed renovations in the past few years. The project will construct a new theater marquee, dressing room, and restroom facilities at the City's California Theater.

Supplemental Information:

Funding Sources: California Natural Resources Agency Program State Grant and must be used before March 1st, 2026. Council approved Resolution 21-14033 on 12-20-21. The remaining California Natural Resources Agency Program State Grant Funds from project 3324 will be allocated to this project.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 3,500	$ 16,500					**$ 20,000**
2122 **Design**		$ 4,300	$ 50,000					**$ 54,300**
2281 **Construction**		$ 144,000	$ 268,500					**$ 412,500**
2372 **Administrative Overhead**		$ 3,500	$ 16,500					**$ 20,000**
TOTAL		**$ 155,300**	**$ 351,500**					**$ 506,800**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funding	$ 400,000	$ 106,800						**$ 506,800**
TOTAL	**$ 400,000**	**$ 106,800**						**$ 506,800**

Project Title: **Project #:**

City Council Chambers Upgrade — 3334



Project Category:	Building
Location:	City Hall
Project Manager:	D. Johnson
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

The City needs to advance its Council Chamber audiovisual broadcasting system in order to incorporate current technological standards and best practices. The upgrades will improve the in-person, remote, and hybrid meeting formats for future council and commission meetings, training sessions and other events.

Supplemental Information:

On December 21, 2021, the City Council adopted Resolution 21-14025 authorizing a total allocation of $500,000 from the Public, Education and Government (PEG) (Fund 227) for completion of the Project. This total is comprised of $245,000 from Fund 227 unallocated fund balance, an allocation of $255,000 PEG funds adopted on June 21, 2021 through Resolution 21-13942, and an allocation of $35,000 PEG funds adopted on April 3, 2023 through Resolution 23-14266.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 3,720	$ 15,061	$ 3,069					**$ 21,850**
2122	**Design**	$ 25,395	$ 1,305						**$ 26,700**
2281	**Construction**	$ 1,078	$ 229,597	$ 236,675					**$ 467,350**
2372	**Administrative Overhead**	$ 965		$ 18,135					**$ 19,100**
TOTAL		**$ 31,158**	**$ 245,963**	**$ 257,879**					**$ 535,000**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
208	**Public Education and Government**	$ 535,000							**$ 535,000**
TOTAL		**$ 535,000**							**$ 535,000**

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
PARK PROJECTS

2024/25 - 2028/29



Project Title: **Project #:**

City Park Restroom Facility 1754



Project Category:	Park
Location:	City Park
Project Manager:	G. Pina
Project Priority:	1E – Priority
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:

This project will replace the existing restrooms at City Park with two restroom facilities. The current restroom facility at City Park is outdated and could benefit from upgrading. City staff will evaluate different restroom manufactures to analyze which restroom facility includes features to best address some of the current issues being experienced at this park such as vandalism, misuse, lighting, etc.

Supplemental Information:

General Funding from Project 1753 - Buchanan Park Restroom will be allocated to this project due to the construction cost.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 500	$ 47,000					**$ 47,500**
2122 **Design**		$ 5,850	$ 19,150					**$ 25,000**
2281 **Construction**			$ 1,130,000					**$ 1,130,000**
2372 **Administrative Overhead**		$ 500	$ 47,000					**$ 47,500**
TOTAL		**$ 6,850**	**$ 1,243,150**					**$ 1,250,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
298 **ARPA**		$ 1,250,000						**$ 1,250,000**
TOTAL		**$ 1,250,000**						**$ 1,250,000**

Project Title: **Project #:**

Buchanan Park Pond Loop Replacement 3040



Project Category:	Parks
Location:	Buchanan Park
Project Manager:	A. Ruiz
Project Priority:	2G – Required
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:

Buchanan Park is one of the most widely used parks in the City and features several recreational facilities. The existing path that loops around the pond has since deteriorated, with significant damage from tree roots and the nearby pond. The project will replace portions of the existing walkway around the pond, install slope protection, clear and grub, and remove the cattails in the pond.

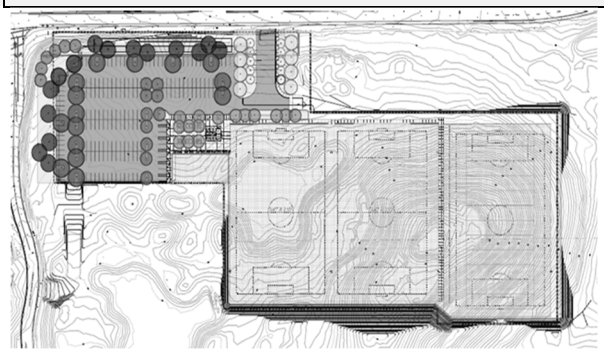
Supplemental Information:

Funding sources: Per Capita Grant Program Funds

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 2,000	$ 5,000					**$ 7,000**
2281 **Construction**		$ 9,000	$ 199,300					**$ 208,300**
2372 **Administrative Overhead**		$ 2,000	$ 5,000					**$ 7,000**
TOTAL		**$ 13,000**	**$ 209,300**					**$ 222,300**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funded	$ 222,300							**$ 222,300**
TOTAL	**$ 222,300**							**$ 222,300**

Project Title: **Project #:**

Pittsburg Premier Fields — 3080



Project Category:	Parks
Location:	Old Delta View Golf Course
Project Manager:	M. Mena
Project Priority:	1E – Essential
Project Status:	Design
Est. Completion Date:	2028/29

Description/Justification:

The project will feature three multi-purpose fields to serve as a regional draw for the economic benefit of residents. The design will also include sport field lighting, landscaping and irrigation, various site furnishings, a restroom building, and tree plantings. In addition, a parking lot, paved and unpaved walkways and trails circling the proposed facility, a pick-up and drop off area for passengers, landscaping and other amenities will be included within the project limits.

Supplemental Information:

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**		$ 49,000	$ 300,000				$ 550,000	**$ 899,000**
2122	**Design**	$ 29,200	$ 584,800	$ 30,000					**$ 644,000**
2281	**Construction**			$ 5,608,000				$ 8,527,000	**$ 14,135,000**
2372	**Administrative Overhead**			$ 300,000				$ 550,000	**$ 850,000**
TOTAL		**$ 23,344**	**$ 633,800**	**$ 6,238,000**				**$ 9,627,000**	**$ 16,528,000**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
298	**ARPA**			$ 1,842,811					**$ 1,842,811**
110	**General Fund Surplus**		$ 1,615,000						**$ 1,615,000**
304	**Park Dedication Fund**			$ 2,263,000					**$ 2,263,000**
111	**Measure M Surplus**			$ 438,461					**$ 438,461**
	Unfunded							$ 10,368,728	**$ 10,368,728**
TOTAL			**$ 1,615,000**	**$ 4,544,272**				**$ 10,368,728**	**$ 16,528,000**

City of Pittsburg
California

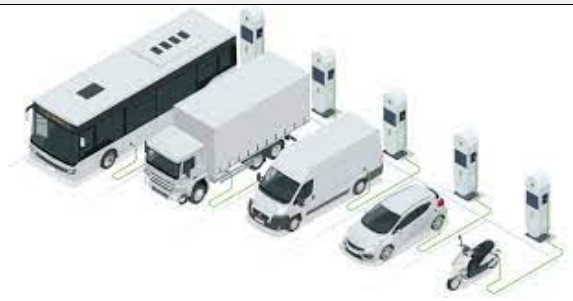
CAPITAL IMPROVEMENT PROGRAM
GENERAL PROJECTS

2024/25 - 2028/29



Project Title: **Project #:**

Charge! Fleet EV Infrastructure 1703



Project Category:	General
Location:	Various: 65 Civic Ave, 357 E 12th St, 2581 Harbor St, and 300 Olympia Dr.
Project Manager:	G. Pina
Project Priority:	2G-Requirеd
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:

The BAAQMD's *Charge!* Program provides grant funding to offset a portion of the cost to purchase and install new publicly accessible (multi-family housing located projects are not subject to public accessibility requirements) chargers for light-duty electric vehicles, or EVs, along transportation corridors, at multi-family housing facilities, destinations, transit parking locations, and workplaces across the Bay Area. The goal of the *Charge!* Program is to rapidly expand access to EV charging stations to help achieve the Bay Area's EV-adoption goals of 90 percent of the overall vehicle fleet by 2050.

Supplemental Information:

In November 2023 the City received a $121,000 grant for installation of EV chargers to support its fleet at the Corporation Yard, City Hall, Environmental Center, and Water Treatment Plant. Staff has executed a grant agreement/. The current performance period for grant funding ends on December 31, 2024.

The City has also secured $44,000 in CCTA funds and $77,000 in MCE rebates to support the project.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**			$ 10,000					**$ 10,000**
2122 **Design**			$ 38,000					**$ 38,000**
2281 **Construction**			$ 228,000					**$ 228,000**
2372 **Administrative Overhead**			$ 10,000					**$ 10,000**
TOTAL			**$ 286,000**					**$ 286,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Regional Grant Funding		$ 165,000						**$ 165,000**
MCE Grant Funding		$ 77,000	$ 44,000					**$ 121,000**
TOTAL		**$ 242,000**	**$ 44,000**					**$ 286,000**

Project Title: **Project #:**

City Entrance Features 1755

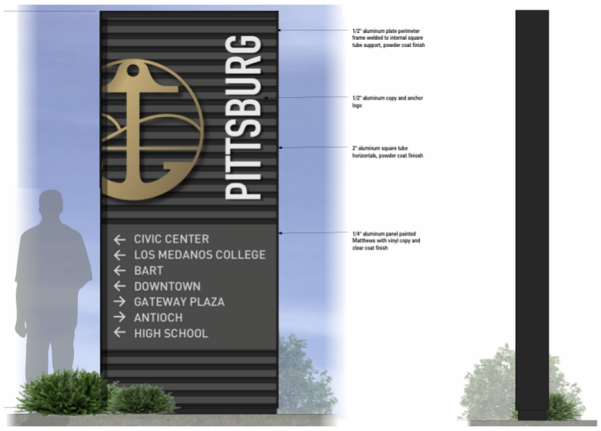


**Image for illustration purposes only. Actual design(s) may vary.*

Project Category:	General
Location:	City Entrance Points
Project Manager:	J. Samuelson
Project Priority:	1E – Essential
Project Status:	Preliminary
Est. Completion Date:	2027/28

Description/Justification:

This project includes construction of City entryway signage at various locations around the perimeter of the City, as well as at highly-utilized freeway off-ramps. Potential locations include but are not limited to: 1) Eastbound State Route (SR) 4, between Willow Pass Road and San Marco Blvd.; 2) Westbound Railroad Ave./Harbor Street off-ramp; Century Blvd.; Kirker Pass Road at City limits; and 5) Eastbound Loveridge Road off-ramp.

Supplemental Information:

Staff anticipates an additional $100,000 in funding resulting from developer contributions memorialized within a development agreement.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**			$ 5,000			$ 5,000		**$ 10,000**
2122	**Design**			$ 50,000					**$ 50,000**
2281	**Construction**			$ 140,000			$ 140,000		**$ 280,000**
2372	**Administrative Overhead**			$ 5,000			$ 5,000		**$ 10,000**
TOTAL				**$ 200,000**			**$ 150,000**		**$ 350,000**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
110	**General Funding**	$ 250,000							**$ 250,000**
	Developer						$ 100,000		**$ 100,000**
TOTAL							**$ 100,000**		**$ 350,000**

Project Title: **Project #:**

Landscape Master Plan Update 1756



Project Category:	General
Location:	Citywide
Project Manager:	H. Mata
Project Priority:	2H – Required
Project Status:	Ongoing
Est. Completion Date:	2028/29

Description/Justification:

The Landscape Master Plan is about the overall condition of the landscape, including everything from correct drainage, erosion issues, turf density, tree health, irrigation and lighting, and outdoor amenities.

Supplemental Information:

None

PROJECT FINANCING		CURRENT	PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 430	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	**$ 15,430**
2122 **Design**			$ 100,000					**$ 100,000**
2281 **Construction**		$ 214,819	$ 234,751	$ 230,000	$ 230,000	$ 230,000	$ 230,000	**$ 1,369,570**
2372 **Administrative Overhead**			$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	**$ 15,000**
TOTAL		**$ 215,249**	**$ 340,751**	**$ 236,000**	**$ 236,000**	**$ 236,000**	**$ 236,000**	**$ 1,500,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
General Fund Surplus		$ 1,500,000						**$ 1,500,000**
TOTAL		**$ 1,500,000**						**$ 1,500,000**

Project Title: **Project #:**

East 3rd Street Remediation — 2987



Project Category:	General
Location:	495 E. 3rd Street
Project Manager:	S. Bellafronte
Project Priority:	1A - Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

This project includes remediation design and remediation of four City-owned parcels on 3rd Street. (APNs 073-010-005, 073-010-004, 073-010-003, 073-010-002).

Supplemental Information:

The City has been granted $1.1 million in US EPA Brownfield funding through a $300,000 Assessment Grant and an $800,000 Multipurpose Grant. In September 2022, the City expended the full Assessment Grant and closed it out. Under the Assessment Grant, the City conducted Phase II investigations of four City-owned parcels and has received approval from the EPA to move forward with remediation design on the parcels. Under the Multipurpose Grant, remediation of at least one City-owned site is required by the grant term end: September 30, 2025.

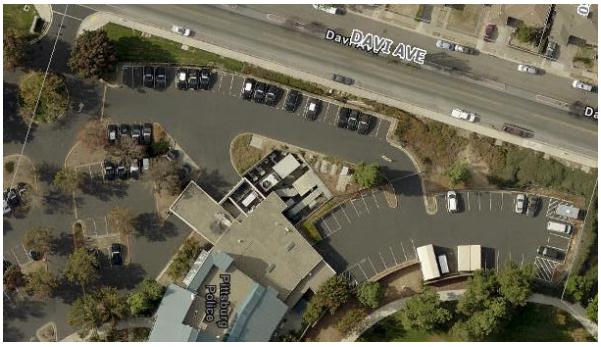
In 2022, the City applied for a DTSC ECRG grant for $544,438 to conduct the remediation, and was selected for funding in April 2023. The City has accepted the funding and executed a Grant Agreement.

In August 2021, the City Council approved a $374,000 contract with TRC for services including but not limited to Cleanup Preparation Services and Corrective Action Plans, and on November 6th an Amendment to the contract to include bid and construction support. About $50,000 of this contract can be attributed to activities at this site.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**			$ 20,000					**$ 20,000**
2122 **Design**		$ 82,500						**$ 82,500**
2281 **Construction**			$ 396,000					**$ 396,000**
2372 **Administrative Overhead**			$ 20,000					**$ 20,000**
TOTAL		**$ 82,500**	**$ 436,000**					**$ 518,500**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
5147 **Department of Toxic Substance Control (DTSC)**	$ 525,326							**$ 525,326**
TOTAL	**$ 525,326**							**$ 525,326**

Project Title: **Project #:**

Police Department Security Fence — 3018



Project Category:	General
Location:	City Hall
Project Manager:	M. Mena
Project Priority:	3J – Goals
Project Status:	Design
Est. Completion Date:	2025/26

Description/Justification:

The project will include the installation of a security fence around the police vehicle parking and storage area west of City Hall due to increasing security concerns of police personnel, vehicles, and equipment.

Supplemental Information:

None

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**	$ 2,087		$ 2,000	$ 11,750				**$ 15,837**
2122	**Design**	$ 44,020		$ 50,000					**$ 94,020**
2281	**Construction**				$ 625,000				**$ 625,000**
2372	**Administrative Overhead**	$ 1,393		$ 2,000	$ 11,750				**$ 15,143**
TOTAL		**$ 47,500**		**$ 54,000**	**$ 648,500**				**$ 750,000**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
110	**General Fund**	$ 350,000							**$ 350,000**
	Unfunded				$ 400,000				**$ 400,000**
TOTAL					**$ 400,000**				**$ 750,000**

Project Title: **Project #:**

Reviving the Heart of Pittsburg Pride 3019



Project Category:	General
Location:	Railroad Ave
Project Manager:	G. Pina
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2024/25

Description/Justification:

Building on the 2009 Railroad Avenue Specific Plan, the Reviving the Heart of Pittsburg Pride is a project that aims to beautify the Railroad Avenue corridor from Civic Avenue to 8th Street through landscaping, art installation, and park development.

Supplemental Information:

Funding Sources: Clean California Local Grant with 12.5% matching from coming from American Rescue Plan Act (ARPA) funding. This project has received a 6-month grant extension and must now be completed by December 30, 2024.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
1101	Staff Time	$ 1,552	$ 25,445	$ 10,000					$ 36,997
2122	Design	$ 275,209	$ 88,139	$ 21,652					$ 385,000
2281	Construction		$ 1,898,513	$ 986,006					$ 2,884,519
2372	Administrative Overhead		$ 25,445	$ 10,000					$ 35,445
TOTAL		$ 276,761	$ 2,037,542	$ 1,027,658					$ 3,341,961
PROJECT FUNDING		Prior	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
	Federal/State Funding	$ 2,891,961							$ 2,891,961
	General Fund Surplus		$ 62,000						$ 62,000
298	ARPA		$ 388,000						$ 388,000
TOTAL		$ 2,891,961	$ 450,000						$ 3,341,961

Project Title: **Project #:**

Buchanan Road Slope Repair 3024



Project Category:	General
Location:	Buchanan Road at Quercus Lane across from Buchanan Park
Project Manager:	A. Ruiz
Project Priority:	1C – Essential
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:

The Buchanan Road slope was damaged and significantly eroded during the unusual atmospheric river storm events of January 2023. The failure is within the City's right-of-way, but it could threaten the stability of several houses above the slope. The work to repair and re-establish the slope will include removal of unsuitable soil and rebuilding and strengthening the terraces with suitable imported material, geotechnical fabrics, and other methods as needed and to be specified during design.

Supplemental Information:

This project qualifies for the Emergency Relief Program managed by Caltrans. The City has put in an application for the emergency repairs under the U.S. Department of Transportation Federal Highway Administration Maintenance program in June 2024 and is waiting on funding obligation to be awarded in September 2024.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**		$ 12,200	$ 35,000					**$ 47,200**
2122 **Design**		$ 137,800	$ 51,000					**$ 188,800**
2281 **Construction**			$ 1,320,000					**$ 1,320,000**
2372 **Administrative Overhead**		$ 12,200	$ 35,000					**$ 47,200**
TOTAL		**$ 162,200**	**$ 1,441,000**					**$ 1,603,200**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
110 **General Fund**	$ 2,000,000							**$ 2,000,000**
TOTAL	**$ 2,000,000**							**$ 2,000,000**

Project Title: **Project #:**

ADA Transition Plan Update — TBD



Project Category:	General
Location:	Citywide
Project Manager:	D. Johnson
Project Priority:	1B – Essential
Project Status:	New
Est. Completion Date:	2025/26

Description/Justification:

The Americans with Disabilities Act (ADA) states that a public entity must reasonably modify its policies, practices, or procedures to avoid discrimination against people with disabilities. This report will assist the City of Pittsburg, its City Council and staff in identifying policy, programmatic, and physical barriers to accessibility and in developing barrier removal solutions that will facilitate the opportunity of access to all individuals. This includes, but is not limited to, sidewalks, curb ramps, buildings and other city owned facilities.

Supplemental Information:

This Project is applying for Federal funding through Safe Streets for All (SS4A) Grant funding opportunity in August 2024.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**				$ 5,000				**$ 5,000**
2122 **Design**				$ 250,000				**$ 250,000**
2372 **Administrative Overhead**				$ 5,000				**$ 5,000**
TOTAL				**$ 260,000**				**$ 260,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Unfunded				$ 260,000				**$ 260,000**
TOTAL				**$ 260,000**				**$ 260,000**

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
MARINA PROJECTS

2024/25 - 2028/29



Project Title: **Project #:**

Riverview Park Fishing Pier — 3022



Project Category:	Marina
Location:	Riverview Park
Project Manager:	S. Bellafronte
Project Priority:	1C - Essential
Project Status:	Design
Est. Completion Date:	2024/25

Description/Justification:
In 2022 the public fishing pier at Riverview Park experienced fire damage. This project is to conduct in kind repairs, including permitting, design and construction.

Supplemental Information:
The City engaged its Municipal Pooling Authority (MPA), a Joint Powers Authority established in 1978 for the purpose of providing liability insurance to municipal agencies in Northern California and is conducting all work via contractor in order to recuperate as close to 100% of the project cost as possible. The City's Waterfront fund already paid the $25,000 project deductible.

The Other funding is from MPA Reimbursement. MPA has provided a $150,000 check for costs and will provide additional reimbursement upon selection of a contractor.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101	**Staff Time**			$ 2,000					**$ 2,000**
2122	**Design**	$ 34,500	$ 57,600						**$ 92,100**
2281	**Construction**		$ 10,000	$ 62,000					**$ 72,000**
2372	**Administrative Overhead**	$ 25,000		$ 2,000					**$ 27,000**
TOTAL		**$ 59,500**	**$ 67,600**	**$ 66,000**					**$ 193,100**
PROJECT FUNDING		**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
	Other		$ 150,000	$ 18,100					**$ 168,100**
540	**Waterfront Operation Fund**	$ 25,000							**$ 25,000**
TOTAL		**$ 25,000**	**$ 150,000**	**$ 18,100**					**$ 193,100**

Project Title: **Project #:**

Central Harbor Park (CHP) and Boat Launch Facilities (BLF) 5704



Project Category:	Marina
Location:	Central Harbor Park
Project Manager:	S. Bellafronte
Project Priority:	2G – Required
Project Status:	Bidding
Est. Completion Date:	2024/25

Description/Justification:

The project includes upgrades to Central Harbor Park (CHP) and the public boat launch facilities (BLF). Project activities include improved ADA paths, restroom replacements (Exeloo), parking lot striping, sealing, and securing, crime deterrents, a fish cleaning station, upgraded shade structure, public fire pits, and picnic tables. The project is located north of Marina Boulevard, west of the Pittsburg Marina and east of the Pittsburg Yacht Club.

Supplemental Information:

In 2022, staff completed the design of the project under a Delta Conservancy Prop 68 grant. In April 2023, staff applied for Delta Conservancy CAR 22 funding to implement the project and were awarded a grant for $3,544,395 on May 25, 2023. As part of the grant, staff committed to in-kind and cash match contributions from Funds 540 and 210.

Staff will also apply for BAAQMD grants for bicycle racks totaling up to $8,798 and has $12,765 in CalRecycle funds available for purchase of recycling receptacles at the park.

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	$ 40,000					**$ 43,000**
2122 **Design**		$ 45,000						**$ 45,000**
2281 **Construction**		$ 546,300	$ 3,470,095					**$ 4,016,395**
2372 **Administrative Overhead**			$ 40,000					**$ 40,000**
TOTAL		**$ 594,300**	**$ 3,550,095**					**$ 4,144,395**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funding		$ 3,544,395						**$ 3,544,395**
210 **Solid Waste Fund**			$ 100,000					**$ 100,000**
540 **Waterfront Fund**			$ 100,000					**$ 100,000**
541 **Waterfront Grant**			$ 400,000					**$ 400,000**
TOTAL		**$ 3,544,395**	**$ 600,000**					**$ 4,144,395**

Project Title: **Project #:**

Sheds A – D Upgrades — TBD



Project Category:	Marina
Location:	Main Harbor
Project Manager:	O. Ortega
Project Priority:	2H – Required
Project Status:	New
Est. Completion Date:	2024/25

Description/Justification:
This project is to repair the existing galvanized rain gutters that have corroded.

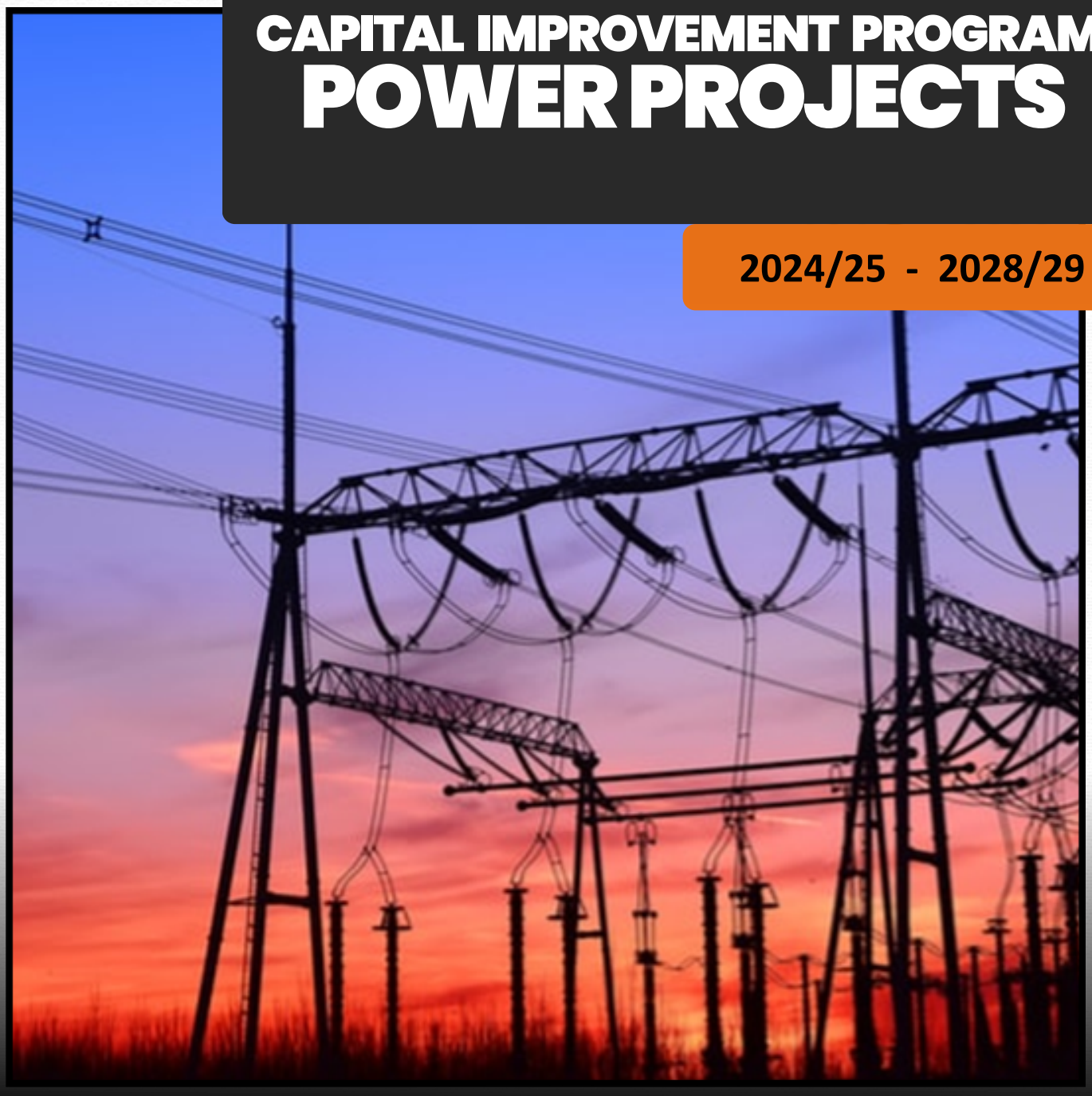
Supplemental Information:
None.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**			$ 22,000					**$ 22,000**
2281 **Construction**			$ 247,200					**$ 247,200**
2372 **Administrative Overhead**			$ 22,000					**$ 22,000**
TOTAL			**$ 291,200**					**$ 291,200**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
550 **Marina Enterprises Fund**			$ 291,200					**$ 291,200**
TOTAL			**$ 291,200**					**$ 291,200**

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
POWER PROJECTS

2024/25 - 2028/29



Project Title: **Project #:**

Duct Bank and Vault Replacements — 5816



Project Category:	Power
Location:	Mare Island
Project Manager:	D. Buchanan
Project Priority:	1A — Essential
Project Status:	Ongoing Construction
Est. Completion Date:	2024/25

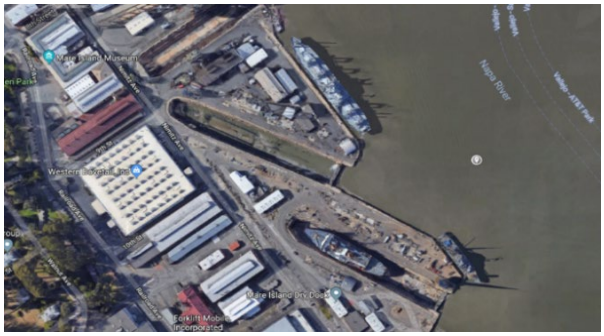
Description/Justification:
Specific sections of the island energy system have been identified for duct bank and vault replacement as being critical for "North End," which includes existing ALCO and EPS customers, and the anticipated City of Vallejo master development north of G Street.

Supplemental Information:
Adopted Budget FY18/19 RES18-13499 $400,000 IE

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**	$ 16,400							**$ 16,400**
2122 **Design**	$ 205,100							**$ 205,100**
2281 **Construction**	$ 104,500	$ 224,000	$ 75,000					**$ 403,500**
TOTAL	**$ 326,000**	**$ 224,000**	**$ 75,000**					**$ 625,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
580 **Island Energy**	$ 450,000	$ 100,000	$ 75,000					**$ 625,000**
TOTAL	**$ 450,000**	**$ 100,000**	**$ 75,000**					**$ 625,000**

Project Title: **Project #:**

Waterfront Area Reliability 5820



Project Category:	Power
Location:	Berth 12-18 Mare Island
Project Manager:	D. Buchanan
Project Priority:	1A — Essential
Project Status:	Construction
Est. Completion Date:	2025/26

Description/Justification:

The Waterfront Area Reliability Project ("WARP") will upgrade up to eight (8) utility electrical substations serving the Mare Island waterfront area. The waterfront hosts Pittsburg Power Company (PPC) Utility's single largest commercial electrical customer, "Mare Island Dry Docks" (MIDD).

The waterfront area is prone to Utility equipment failures ("outages") often during critical periods of operation. Existing utility facilities include underground lead cable, transformers and breaker sets that are over 40 years old. The dry docks serve demanding US Navy ship repair contracts and exceptionally high electrical loads. Electrical reliability is key to the viability of the MIDD business, which primarily serves the US Navy.

Supplemental Information:

Phase 1 Project scope includes engineering assessments, work scoping, cost estimating and the procurement of critical reliability equipment plus performing intermediate fixes/repairs. Phase 2 Project scope addresses procurement and replacement of and adding redundant underground primary voltage circuits along with breakers and transformer equipment.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**								
2122 **Design**								
2281 **Construction**	$ 140,554	$ 107,847	$ 226,599	$ 225,000				**$ 700,000**
2372 **Administrative Overhead**								
TOTAL	**$ 140,554**	**$ 107,847**	**$ 226,599**	**$ 225,000**				**$ 700,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
580 **Island Energy**	$ 500,000		$ 125,000	$ 75,000				**$ 700,000**
TOTAL	**$ 500,000**		**$ 125,000**	**$ 75,000**				**$ 700,000**

Project Title:	*Multi-Year*	Project #:
Outage Recovery		**5821**



Project Category:	Power
Location:	Mare Island PPC Utility Service Territory
Project Manager:	D. Buchanan
Project Priority:	1C – Essential
Project Status:	Ongoing
Est. Completion Date:	Continuous

Description/Justification:

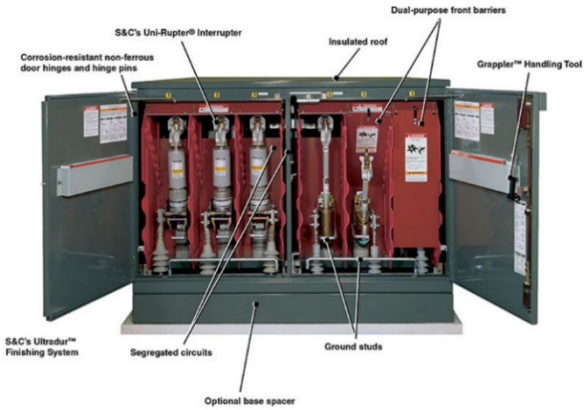
This project is used to provide immediate response to Pittsburg Power Company (PPC) during electrical outages, natural gas outages, and emergency situations. The project scope includes procurement of "Emergency" 3rd party resources, heavy equipment rental, general material procurement and the procurement of repair or replacement facility equipment. Each outage is unique, and demands will vary.

Supplemental Information:

"Outages" are characterized as the unpredicted failure of utility equipment, including but not limited to, underground electrical cable faults, breaker failures, transformer failures, gas main line and regulator breaches and other related utility equipment. Outages can affect small groups of customers, or all the Mare Island service territory. The funds cover all costs above, plus Island Energy labor and 3rd party emergency response.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**	$ 123	$ 1,333						**$ 1,456**
2122 **Design**	$ 36,300							**$ 36,300**
2281 **Construction**	$ 143,564	$ 6,800	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	**$ 400,364**
2372 **Administrative Overhead**		$ 1,333						**$ 1,333**
TOTAL	**$ 179,987**	**$ 9,466**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 439,453**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
580 **Island Energy**	$ 160,000	$ 40,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	**$ 450,000**
TOTAL	**$ 160,000**	**$ 40,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 450,000**

Project Title:	*Multi-Year*	Project #:
RA Replacement		**5826**



Project Category:	Power
Location:	Mare Island
Project Manager:	D. Buchanan
Project Priority:	2H — Required
Project Status:	Ongoing
Est. Completion Date:	Continuous

Description/Justification:

This project aims to replace two (2) Rocker-Arm breakers assemblies with new PME devices per year. The Rocker-Arm breakers need to be placed with Pad Mounted Electric Load Breaking equipment. To replace up to 10 Rocker-Arm breakers on Mare Island.

Supplemental Information:

None

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
2281 **Construction**			$ 60,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	**$ 180,000**
2372 **Administrative Overhead**								
TOTAL			**$ 60,000**	**$ 30,000**	**$ 30,000**	**$ 30,000**	**$ 30,000**	**$ 180,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
580 **Island Energy**		$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	**$ 180,000**
TOTAL		**$ 30,000**	**$ 30,000**	**$ 30,000**	**$ 30,000**	**$ 30,000**	**$ 30,000**	**$ 180,000**

Project Title: ***Multi-Year*** **Project #:**

Electrical Substation Battery Replacement 5827



Project Category:	Power
Location:	Island Energy Electrical Stations
Project Manager:	D. Buchanan
Project Priority:	2H — Required
Project Status:	Ongoing
Est. Completion Date:	Continuous

Description/Justification:
The existing substation batteries used at Island Energy's electrical stations are deemed outdated and inefficient. Island Energy plans to systematically replace existing station batteries to secure a power source for electrical system control and monitoring. Island Energy will perform the battery replacement in-house as part of the Preventive Maintain and Repair plan. The funding will be used mostly for purchase and of new station battery banks.

Supplemental Information:
None

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
2281 **Construction**			$ 40,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	**$ 120,000**
2372 **Administrative Overhead**								
TOTAL			**$ 40,000**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ 120,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
580 **Island Energy**		$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	**$ 120,000**
TOTAL		**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ 20,000**	**$ 120,000**

Project Title: **Project #:**

Water Treatment Plant Alternative Fuel Conversion — TBD



Project Category:	Power
Location:	Water Treatment Plant
Project Manager:	D. Buchanan
Project Priority:	2H – Required
Project Status:	Preliminary
Est. Completion Date:	2027/28

Description/Justification:

This project includes installation of one or more fuel cells, supplemented by solar photovoltaic panels, to power the City's water treatment plant. Power service would be provided by the Pittsburg Power Company (PPC) operating as a municipal utility.

Supplemental Information:

The Pittsburg Power Company is the beneficiary of $959,752 through a congressional earmark grant application submitted to Congressman Garamendi's office. The grant is included in the House of Representatives Appropriation Bill# 4366 and was signed into law by President Biden on March 8, 2024. PPC will provide supplemental funs to build, own and operate the fuel cell unit(s) and solar photovoltaic system to provide sustainable/alternative power to the City's water treatment plant.

PROJECT FINANCING	CURRENT		PROPOSED					
PROJECT EXPENDITURES	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
1101 **Staff Time**				$ 20,000	$ 20,000	$ 5,000		**$ 45,000**
2122 **Design**				$ 120,000				**$ 120,000**
2281 **Construction**					$ 1,700,000	$ 250,000		**$ 1,950,000**
2372 **Administrative Overhead**				$ 20,000	$ 20,000	$ 5,000		**$ 45,000**
TOTAL				**$ 160,000**	**$ 1,740,000**	**$ 260,000**		**$ 2,160,000**
PROJECT FUNDING	**Prior**	**2023/24**	**2024/25**	**2025/26**	**2026/27**	**2027/28**	**2028/29**	**TOTAL**
Federal/State Funding				$ 959,752				**$ 959,752**
590 **Pittsburg Power**					$ 1,200,248			**$ 1,200,248**
TOTAL				**$ 959,752**	**$ 1,200,248**			**$ 2,160,000**

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
FUTURE PROJECTS

2024/25 - 2028/29



The future improvements section includes any potential improvements that are planned, but currently unfunded.

STREETS

Corporation Yard Pavement Rehabilitation

Project Manager: D. Johnson
Location: 357 E. 12th Street
Description/Justification:
The project will analyze the existing condition of the pavement at the Corp Yard and determine pavement areas that require patch paving, base failure repairs, pavement reconstruction and slurry seal to help extend the useful life of the Corporation Yard Parking Lot. The current cost estimate for this project is $1,060,000.

Marina Boulevard Improvements (Marina Master Plan Phase III)

Project Manager: D. Johnson
Location: Marina Blvd. from 3rd to end of Marina Blvd.
Description/Justification:
Reconfiguration of Marina Boulevard to reduce the number of travel lanes from 4 to 2 and add diagonal parking and green streets improvements to treat surface stormwater runoff. Proposed limits are from 3rd Street North to the end of Marina Boulevard. The current cost estimate for this project is $1,625,000.

SIGNALS

Signal at Harbor Street/Central Ave

Project Manager: D. Johnson
Location: Harbor Street/ Central Avenue
Description/Justification:
This project will design and construct a fully actuated traffic signal at the intersection of Harbor Street and Central Ave. The project will replace existing all-way stop controls at this intersection. The current cost estimate for this project is $1,000,000.

Traffic Signal Interconnect Expansion Project

Project Manager: D. Johnson
Location: Citywide
Description/Justification:
This project will consist of signal interconnect cables, ethernet switches and wireless antennas for cellular service at traffic signal intersections. This will allow communication and transfer of operational data between traffic signal cabinets with City traffic network. From an operational perspective, this allows City and transportation staff the ability to monitor and maintain the traffic network and to allow full integration of new intelligent Transportation Systems (ITS) technologies. Since monitoring and changes can be performed from a remote traffic management location, this will ultimately reduce staff costs by not having to deploy signal technician staff to the site to perform operational changes. The current cost estimate for this project is $1,100,000.

WATER

Water Main Pressure Increase Upgrades Zones 1-2
Project Manager: D. Johnson
Location: Citywide
Description/Justification:
As recommended from the Draft 2022 Water System Master Plan domestic water system improvements are necessary to mitigate existing capacity deficiencies. This project includes the improvements within Pressure Zones 1-2 for distribution main transmission lines with existing head loss deficiencies or velocity deficiencies. The current cost estimate for this project is $2,550,000.

Water Main Pressure Increase Upgrades Zones 3
Project Manager: D. Johnson
Location: Citywide
Description/Justification:
As recommended from the Draft 2022 Water System Master Plan domestic water system improvements are necessary to mitigate existing capacity deficiencies. This project includes the improvements within Pressure Zone 3 for distribution main transmission lines with existing head loss deficiencies or velocity deficiencies. The current cost estimate for this project is $725,000.

Water Main Fire Flow UP Upgrades-Pressure Zone 1
Project Manager: D. Johnson
Location: Citywide
Description/Justification:
As recommended from the Draft 2022 Water System Master Plan domestic water system improvements are necessary to mitigate severe fire flow deficiencies. This project includes the improvements within Pressure Zone 1 for distribution main transmission lines and fire hydrants. The current cost estimate for this project is $9,830,000.

Water Main Fire Flow UP Upgrades-Pressure Zone 2
Project Manager: D. Johnson
Location: Citywide
Description/Justification:
As recommended from the Draft 2022 Water System Master Plan domestic water system improvements are necessary to mitigate severe fire flow deficiencies. This project includes the improvements within Pressure Zone 2 for distribution main transmission lines and fire hydrants. The current cost estimate for this project is $2,200,000.

Water Main Fire Flow UP Upgrades-Pressure Zone 3
Project Manager: D. Johnson
Location: Citywide
Description/Justification:
As recommended from the Draft 2022 Water System Master Plan domestic water system improvements are necessary to mitigate severe fire flow deficiencies. This project includes the improvements within Pressure Zone 3 for distribution main transmission lines and fire hydrants. The current cost estimate for this project is $1,915,000.

Hillview Reservoir Coating (Exterior)
Project Manager: D. Johnson
Location: Hillview Reservoir
Description/Justification:
The project will include recoating the outside of Hillview Reservoir. Failure to address coating maintenance requirements in a timely manner will lead to accelerated corrosion and more costly repairs. The current cost estimate for this project is $845,000.

Riverview Drive/Alturas Avenue 12" Canal Crossing
Project Manager: D. Johnson
Location: Crossing Contra Costa Canal from Alturas Avenue/Riverview Drive and crossing Robinson Ave
Description/Justification:
The project will include the removal and replacement of the existing 12" waterline. The project will also include the replacement of the canal crossing and the execution of a license agreement for future maintenance with Contra Costa Water District. The current cost estimate for this project is $187,500.

Zone 1/ Zone 2 Boundary Adjustments
Project Manager: D. Johnson
Location: Leland Road corridor, bounded by Crestview Drive to the west, EBMUD right-of-way to the south, Freed Wat to the east, and Garcia Avenue to the north.
Description/Justification:
The project will construct improvements to the water distribution system to facilities and modifications of the pressure zone boundaries in the problem areas of pressure Zone 2. This current cost estimate for this project is $1,416,400.

Water Main Buchanan Road (Phase 2)
Project Manager: D. Johnson
Location: Between the Water Treatment Plant to Railroad Avenue and Loveridge Road/Ventura Avenue
Description/Justification:
This project will provide a new water transmission line to meet domestic and fire flow requirements for existing development and new development in the southeast hills and infill development in Zone 2. The cost estimate for this project is $1,902,500.

12" Water Main Stoneman Avenue
Project Manager: D. Johnson
Location: Stoneman Avenue from Harbor Street to Loveridge Road
Description/Justification:
This project will include the installation of approximately 3,300-feet of 12-inch transmission main and will provide an additional system loop to enhance fire protection capabilities in Zone 2. The current cost estimate for this project is $1,000,000.

Convert Backyard Water Services in Central Addition to Street Services
Project Manager: D. Johnson
Location: Central Addition Neighborhood
Description/Justification:
This project will provide for the conversion of existing backyard water services to street side service. The project will also provide for all the work necessary to convert from private property to street service and improve system reliability and reduce maintenance costs. The current cost estimate for this project is $10,000,000.

Pittsburg-Antioch Highway Water Line Improvements (Eastern Loop)
Project Manager: D. Johnson
Location: Pittsburg-Antioch Highway from Loveridge Road to Century Boulevard
Description/Justification:
This project will provide 5,540 feet of 18-inch water line to initiate water service to business along Pittsburg-Antioch Highway, east of Loveridge. It will run from the east end of California Avenue and continue east on the highway to approximately 500 feet west of the City's eastern limits and tie into Century Blvd to provide a looped system. The current cost estimate for this project is $1,500,000.

Highlands Ranch Zone 2 Reservoir
Project Manager: D. Johnson
Location: Zone 2, Highlands Ranch Subdivision
Description/Justification:
The project is located southeast of the City, serving Zone 2 on the Highlands Ranch Subdivision. The project will include the construction of a 1.0-million-gallon reservoir in the area and will be located at an elevation of about 360 feet above the mean sea level. The current cost estimate for this project is $6,157,600.

Water Treatment Plant Filter Backwash Management- 1.5 MGD Package Treatment Unit (Phase1)
Project Manager: D. Johnson
Location: Water Treatment Plant
Description/Justification:
The project will construct a 1.5 million gallons per day (MGD) packaged treatment system for treating water filter backwash for recycling. A second treatment unit will be required in the future as the WTP gets closer to the design capacity of 32 MGD. The current cost estimate for this project is $1,875,000.

Water Treatment Plant Filter Backwash Management- 1.5 MGD Package Treatment Unit (Phase 2)
Project Manager: D. Johnson
Location: Water Treatment Plant
Description/Justification:
The project will construct a second 1.5 million gallons per day (MGD) packaged treatment system for treating water filter backwash for recycling. The second package system will allow the Water Treatment Plant to treat the maximum allowed recycled backwash water of 10% of the design capacity of 32 MGD. The current cost estimate for this project is $937,700.

Water Treatment Plant 0.5 MG Filter Backwash Basin
Project Manager: D. Johnson
Location: Water Treatment Plant
Description/Justification:
This project will construct a 0.5-million-gallon (MG) backwash recycle basin with mixers to prevent settling prior to pumping the water to the backwash water package treatment units to be constructed with earlier projects. The current cost estimate for this project is $3,610,000.

Water Main Installation/ Replacement Program
Project Manager: D. Johnson
Location: Black Diamond Road and West 10th Street to West Santa Fe (excluding Scudero Circle)
Description/Justification:
The project will identify and replace water mains, services, and valves that have reached the end of their useful life and have become maintenance problems, and/or install mains to improve fire flow in localized areas. The current cost estimate for this project is $4,070,000.

1.3 MG Zone 1 Water Tank
Project Manager: D. Johnson
Location: Near Delta View Golf Course
Description/Justification:
The project will provide additional water storage to meet domestic and fire flow requirements for the new infill development in Pressure Zone 1. The current cost estimate for this project is $6,245,000.

Water Main Installation Replacement Program
Project Manager: D. Johnson
Location: Citywide
Description/Justification:
This project will identify and replace water mains, services, and valves that have reached the end of their useful life and have become maintenance problems, and/or install mains to improve fire flows in localized areas. The current cost estimate for this project is $3,600,000.

Water Treatment Plant Mechanical Sludge Dewatering
Project Manager: D. Johnson
Location: Water Treatment Plant
Description/Justification:
This project will construct a mechanical sludge dewatering system for use once WTP operations reach 15 million gallons per day (MGD). The current system of dewatering by natural evaporation is adequate for flows up to the 15 MGD threshold. The current cost estimate for this project is $11,920,780.

SEWER

Bart Specific Plan Sewer Main
Project Manager: D. Johnson
Location: 1600 West Leland Road
Description/Justification:
This project is contingent on development north of West Leland Road, west of Bailey Road. This project will construct a parallel 8" pipe parallel to State Route 4 on the south side and will be approximately 1000' long to improve capacity for future development. The current cost estimate for this project is $340,800.

Highway 4 Trunk Line Relief (Segment B)
Project Manager: D. Johnson
Location: Along Highway 4 from Lislin Court to Bodega Court
Description/Justification:
This project is the western segment (2,500 ft.) of the State Route 4 sewer trunk line that runs from Bailey Road to the PG&E easement, a total of 9,500 ft. This will be an increase from 12-inch pipe to 15-inch to accommodate new development. The current cost estimate for this project is $4,084,800.

Pittsburg/ Antioch (PA) Highway Sewer Line Improvements
Project Manager: D. Johnson
Location: PA Highway
Description/Justification:
This project will provide for the installation of approximately 3200 linear feet of 10" sewer line and laterals to connect to Delta Diablo manhole. The current cost estimate for this project is $726,000.

STORM

Buchanan Park Parking Lot Retrofit
Project Manager: D. Johnson
Location: Buchanan Park Parking Lot
Description/Justification:
The project is located at the parking lot in Buchanan Park on Buchanan Road and Harbor Street. The project will divert the surface stormwater runoff from the parking lot area into vegetated swales and bioretention pockets throughout the parking lot area. The current cost estimate for this project is $1,040,000.

Praxiar Storm Water Diversion for Kirker Creek East of Loveridge Road
Project Manager: D. Johnson
Location: From the intersection of East California Ave and Loveridge Rd. to Kirker Creek Channel along Pittsburg Antioch Highway
Description/Justification:
This project will construct an overflow storm drain line to accept additional storm water capacity in a line that was constructed with Highway 4 widening from an existing 25 year storm to a 50 year storm. The current cost estimate for this project is $1,365,000.

Americana Park Basin Retrofit
Project Manager: J. Longway
Location: North Parkside Drive
Description/Justification:
To alleviate chronic flooding on North Parkside Drive, the retention pond located in Americana Park will include improvements to provide additional storage capacity for stormwater flows, and installation of a rate controlled outlet structure to provide stormwater treatment. In addition the drainage channel adjacent to the roadway will be retrofitted with soil and vegetation that will improve the quality of stormwater runoff discharged from the retention pond. The current cost estimate for this project is $1,650,300.

West Leland Road Storm Drain Improvements (Crestview Drive to Burton Avenue)
Project Manager: D. Johnson
Location: Southwest Corner of Crestview Dr. and West Leland Rd. to Burton Ave.
Description/Justification:
This project includes construction of a new storm drain pipeline with inlets to prevent street flooding. The pipeline will begin with inlets located at the southwest corner of Crestview Drive and West Leland Road. The current cost estimate for this project is $800,000.

Kirker Creek Improvements (Loveridge Rd to DOW Channel)
Project Manager: D. Johnson
Location: Kirker Creek East of Loveridge Rd.
Description/Justification:
Construction of improvements to prevent flooding along Kirker Creek north of the Pittsburg Antioch Hwy. This project includes improving the underside pipes, culverts, and channels along Kirker Creek from Loveridge Road to Dow channel. The current cost estimate for this project is $1,330,000.

Kirker Creek Watershed (State Route 4 to Garcia Ave)
Project Manager: D. Johnson
Location: Kirker Creek from Hwy. 4 to Garcia Avenue
Description/Justification:
This project will improve all the undersized pipes, and channels from Hwy 4 to Garcia Avenue. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 8043, 8045, 8047, 8048, and 8049. This project includes 955' of channel restoration to promote stormwater infiltration improvements and 260' of pipe improvements. The current cost estimate for this project is $1,875,000.

Kirker Creek Watershed (E Leland Rd to CC Canal)
Project Manager: D. Johnson
Location: Kirker Creek from East Leland Rd to south of Stoneman Avenue
Description/Justification:
This project will improve all the undersized pipes and culverts from East Leland Road to the Contra Costa Canal. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 8053, 8057, 8061, and 8067. This project includes 147' of culvert improvements and 478' of pipe improvements. The current cost estimate for this project is $345,000.

Kirker Creek Watershed (CC Canal to Buchanan Rd)
Project Manager: D. Johnson
Location: Kirker Creek from Contra Costa Canal to Buchanan Road
Description/Justification:
This project will improve all the undersized pipes and culverts from the Contra Costa Canal to Buchanan Road. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 8071 and 8075. This project includes 425' of culvert improvements and 114' of pipe improvements. The current cost estimate for this project is $520,000.

Kirker Creek Watershed (Buchanan Rd to Kingswood)
Project Manager: D. Johnson
Location: Kirker Creek Watershed from Contra Costa Canal to Kingswood Dr.
Description/Justification:
This project will improve all the undersized pipes, and channels from Buchanan Road to Kingswood. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 8077, 8083, 8085, and 8093. This project includes 412' of channel improvements and 2,794' of pipe improvements. The current cost estimate for this project is $2,180,000.

Kirker Creek Watershed (Ventura Area)
Project Manager: D. Johnson
Location: Kirker Creek near Ventura Drive, Piedmont Way and Loveridge Road
Description/Justification:
This project will improve the undersized pipes near Ventura Drive, Piedmont Way and Loveridge Road. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 8161, 8189, and 8227. This project includes 212' of pipe improvements. The current cost estimate for this project is $205,000.

Kirker Creek Watershed (Stoneman Ave/ Contra Costa Canal)
Project Manager: D. Johnson
Location: Kirker Creek Watershed near Stoneman Avenue and the Contra Costa Canal.
Description/Justification:
This project will improve all the undersized pipes and culverts in the area of Stoneman Avenue and the Contra Costa Canal. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 8179, 8183, 8240, and 8243. This project includes 265' of culvert improvements and 1350' of pipe improvements. The current cost estimate for this project is $1,110,000.

Kirker Creek Watershed (Los Medanos College Area)
Project Manager: D. Johnson
Location: Kirker Creek Watershed in the vicinity of Los Medanos College
Description/Justification:
This project will improve all the undersized pipes, in the vicinity of Los Medanos College and south of the Contra Costa Canal. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 8271, 8280, and 8289. This project includes 1010' of pipe improvements. The current cost estimate for this project is $685,000.

Lawlor Creek Watershed (State Route 4 to Leland Road)
Project Manager: D. Johnson
Location: Lawlor Creek Watershed from Hwy. 4 to West Leland Road.
Description/Justification:
This project will improve all the undersized pipes in the Lawlor Creek Watershed from Hwy 4 to West Leland Road. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 3039 and 3041. This project includes 986' of pipe improvements. The current cost estimate for this project is $540,000.

Lawlor Creek Watershed (Contra Costa Canal to Santa Maria Drive)
Project Manager: D. Johnson
Location: Lawlor Creek Watershed from Contra Costa Canal to Santa Maria Drive
Description/Justification:
This project will improve all the undersized pipes in the Lawlor Creek Watershed from Contra Costa Canal to Santa Maria Drive. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 3083 and 3091. This project includes 363' of pipe improvements. The current cost estimate for this project is $200,000.

Lawlor Creek Watershed (West Leland Rd to Oak Hills Circle)
Project Manager: D. Johnson
Location: Lawlor Creek Watershed from Contra Costa Canal to Oak Hills Cr.
Description/Justification:
This project will improve all the undersized pipes in the Lawlor Creek Watershed from West Leland Road to Oak Hills Circle. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 3137 and 3138. This project includes 1058' of pipe improvements. The current cost estimate for this project is $520,000.

Watershed 4 (Willow Pass Road to Contra Costa Canal)
Project Manager: D. Johnson
Location: Watershed 4: Willow Pass Road to Contra Costa Canal
Description/Justification:
Watershed 4 is drained via natural swales and channels to the storm drainage system in developed areas north and south of Highway 4. This project will improve all the undersized pipes in Watershed 4 from Willow Pass Road to Contra Costa Canal. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 4017 and 4039. This project includes 392' of pipe improvements. The current cost estimate for this project is $155,000.

Watershed 4 (Leland Road to Sugartree Drive)
Project Manager: D. Johnson
Location: Watershed 4: West Leland Road to Sugartree Drive
Description/Justification:
Watershed 4 is drained via natural swales and channels to the storm drainage system in developed areas north and south of Highway 4. This project will improve all the undersized pipes in Watershed 4 from West Leland Road to Sugartree Drive. These improvements were identified in the July 1999, Stormwater Management Plan as conduit 4051. This project includes 802' of pipe improvements. The current cost estimate for this project is $260,000.

Watershed 4 (Rock Ridge Way to end of Jacqueline Drive)
Project Manager: D. Johnson
Location: Rock Ridge Way to Jacqueline Drive
Description/Justification:
Watershed 4 is drained via natural swales and channels to the storm drainage system in developed areas north and south of Highway 4. This project will improve all the undersized pipes in Watershed 4 from Rock Ridge Way to Jacqueline Drive Terminus. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 4071 and 4073. This project includes 2,864' of pipe improvements. The current cost estimate for this project is $695,000.

Watershed 5 (Highway 4 to Paige Court)
Project Manager: D. Johnson
Location: Watershed 5: Hwy4 to Paige Ct
Description/Justification:
Watershed 5 drains entirely residential developments north and south of Highway 4 via storm drains. This project will improve the 24" pipe in Watershed 5 from Highway 4 to Paige Court. This is the only deficiency identified in Watershed 5. These improvements were identified in the July 1999, Stormwater Management Plan as conduit 5053. This project includes 212' of pipe improvements. The current cost estimate for this project is $60,000.

Watershed 6 (City Park Storm Drain)
Project Manager: D. Johnson
Location: Watershed 6: City Park
Description/Justification:
Watershed 6 encompasses downtown Pittsburg and includes two areas, downtown Pittsburg and just south of Hwy 4. This project will improve undersized pipes in Watershed 6 in City Park. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 6313, 6315, and 6317. This project includes 1,926' of pipe improvements. The current cost estimate for this project is $710,000.

Watershed 6 (Dover Way Storm Drain)
Project Manager: D. Johnson
Location: Watershed 6: Dover Way
Description/Justification:
Watershed 6 encompasses areas in downtown Pittsburg and just south of Highway 4. This project will improve undersized pipes in Watershed 6 on Dover Way and Crestview. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 6481, 6491, 6493, 6503, 6505, 6507, and 6509. This project includes 3,426' of pipe improvements. The current cost estimate for this project is $1,135,000.

Watershed 6 (CC Canal/Crestview Drive to Ramona Drive/Linscheid Drive)
Project Manager: D. Johnson
Location: Alturas Avenue to Linscheid Drive
Description/Justification:
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 along the Contra Costa Canal, north of Alturas Avenue, to Ramona Drive/Linscheid Drive. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 6561, 6563, 6564, 6565, and 6567. This project includes 4,139' of pipe improvements. The current cost estimate for this project is $1,390,000.

Watershed 6 (Harbor Street/River Outfall to Harbor Street/School Street)
Project Manager: D. Johnson
Location: Watershed 6 on Harbor Street from the River Outfall to School Street
Description/Justification:
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 on Harbor Street from the river outfall to School Street. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 6003, 6005, 6007, 6011, 6013, 6015, 6019, 6023, and 6043. This project includes 4,992' of pipe improvements. The current cost estimate for this project is $1,330,000.

Watershed 6 (Harbour Drive/Morro Drive to Brighton Drive)
Project Manager: D. Johnson
Location: Watershed 6: Stone Harbour Drive from Morrow Drive to Brighton Drive
Description/Justification:
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 on Stone Harbour Drive from Morro Drive to Brighton Drive. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 6054, 6055, and 6057. This project includes 1,793' of pipe improvements. The current cost estimate for this project is $460,000.

Watershed 6 (Cumberland Drive/3rd Street to Railroad Ave/ 7th Street)
Project Manager: D. Johnson
Location:
Watershed 6: Downtown area
Description/Justification:
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 in the downtown area. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 6109, 6111, 6113, and 6115. This project includes 2,061' of pipe improvements. The current cost estimate for this project is $565,000.

Watershed 6 (Marina Blvd and Bayside Drive)
Project Manager: D. Johnson
Location:
Watershed 6: Marina Blvd and Bayside Drive
Description/Justification:
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 on Marina Blvd and Bayside Drive. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 6165 and 6207. This project includes 593' of pipe improvements. The current cost estimate for this project is $182,000.

Watershed 6 (8th St/Railroad Ave to 8th Street Outfall at Montezuma Slough)
Project Manager: D. Johnson
Location: Watershed 6: 8th Street from Herb White Way/Montezuma Street to Railroad Avenue
Description/Justification:
This project will improve undersized pipes in Watershed 6 along West Eighth Street and Herb White Way. These improvements were identified in the July 1999, Stormwater Management Plan as conduits 6257, 6258, 6260, and 6263. This project includes 2,154' of pipe improvements. This project will also include stormwater controls to redirect surface stormwater runoff to vegetated areas to filter and manage stormwater flow. The current cost estimate for this project is $1,105,000.

Environmental Center Parking Area Improvements
Project Manager: D. Johnson
Location: Environmental Center in Pittsburg
Description/Justification:
This project will construct improvements to divert surface stormwater runoff to vegetated bioretention areas. The current cost estimate for this project is $845,000.

Marina Parking Lot Modifications
Project Manager: D. Johnson
Location: Marina Parking Lot
Description/Justification:
This project aims to construct improvements to the Marina parking lot landscaped areas to receive surface stormwater runoff for treatment. The current cost estimate for this project is $705,000.

Railroad Avenue Bulb Out Retrofit
Project Manager: D. Johnson
Location: Railroad Avenue from 10th Street to 3rd Street
Description/Justification:
This project aims to retrofit the existing bulb outs at the intersections on Railroad Avenue from 10th street to 3rd street, to receive the surface stormwater runoff from the concrete valley gutters and divert through vegetated treatment areas. The current cost estimate for this project is $1,110,000.

Range Road-Roadway Bioretention
Project Manager: D. Johnson
Location: End of Range Road, south of State Route 4
Description/Justification:
This project aims to construct roadway bioretention improvements at the end of Range Road to receive roadway stormwater runoff for treatment, and neighborhood greenway feature. The current cost estimate of this project is $560,000.

Willow Pass Road Roadway Bioretention
Project Manager: D. Johnson
Location: Willow Pass Road
Description/Justification:
This project will construct 3,000 linear feet of bioswales on the north and south sides of Willow Pass Road to treat surface stormwater runoff from the adjacent roadway. The current cost estimate for this project is $620,000.

Stoneman Ave Storm Drain Replacement/Repair
Project Manager: D. Johnson
Location: Stoneman Avenue between Meadowbrook Circle and Briarcliff
Description/Justification:
This project will replace/repair the collapsed 24" storm drain line and inlets on Stoneman Avenue between Meadowbrook Circle and Briarcliff Drive. The estimated cost estimate for this project is $1,155,000.

Kirker Creek Bank Stabilization
Project Manager: D. Johnson
Location: Kirker Creek at Pittsburg/Antioch Highway
Description/Justification:
This project will construct two segments of soldier pile walls to stabilize the southern creek bank along Pittsburg-Antioch Highway. The current cost estimate for this project is $200,000.

City Parking Lot Retrofit at Pittsburg-Antioch Highway
Project Manager: D. Johnson
Location: Harbor Street and Pittsburg-Antioch Highway
Description/Justification:
This project will retrofit the existing surrounding landscaped areas within the existing parking lot and divert surface stormwater runoff into bioretention or vegetated areas. The current cost estimate for this project is $945,000.

Lois Avenue Backyard Storm Drain Swale Repair
Project Manager: D. Johnson
Location: Lois Avenue
Description/Justification:
The existing City storm drainage swale behind the homes located on Lois Avenue, Encina Place, and Gold Crest Court needs to be reconstructed. Approximately 930 feet of existing swale from Pacini Avenue to Ramona Street, has retaining wall damage and overgrown trees which have impacted the continuous flow of stormwater. Repairs may consist of replacement of concrete swale and installation of storm drain-pipe. The current cost estimate for this project is $230,000.

Riverview Park Green Infrastructure
Project Manager: D. Johnson
Location: Riverview Park
Description/Justification:
The project will incorporate vegetated swales and bioretention areas to receive surface stormwater runoff from adjacent roadways and parking areas. The current cost estimate for this project is $945,000.

Storm Drain Repairs on Buchanan Road/ West Leland Road
Project Manager: D. Johnson
Location: Buchanan Road/ West Leland Road
Description/Justification:
Significant settlement is occurring at Buchanan Road east of Harbor Street and at W Leland Road near John Henry Johnson Drive where existing storm drainpipes cross the road. CCTV had identified deficiencies in the storm drainpipe at the Buchanan Road location and the exact cause of the settlement at W Leland is unknown at this time. Work will include investigation, design, and construction for the replacement and/or in-place repair of existing storm drain piping and repair to the roadway surface to correct the settled areas and prevent future settlement. The current cost estimate for this project is $335,000.

Linscheid Drive Sewer Rehab
Project Manager: D. Johnson
Location: Linscheid Drive
Description/Justification:
Approximately 700 LF of sewer pipe to be removed. The sewer line in question was supposed to be abandoned in sewer rehab projects 2008-26 / 2009-10. There are no active utilities for city of Pittsburg to maintain within the Sewer Easement. The easement is hindering homeowners' ability to build in their backyards due to regulations against building structures over easements. To release the easement, we will need to finish the abandonment of the sewer line first.

BUILDING

Police Evidence Storage Building

Project Manager: D. Johnson
Location: City Hall
Description/Justification:
This project will involve the design and construction of evidence storage building, including plumbing, electrical, ventilation and security components for the processing and storage of evidence for the Pittsburg Police Department. Building components must comply with various codes, regulations and best practices for law enforcement investigation and safety. The current cost estimate for this project is $645,000.

Purchase Corp Yard Annex

Project Manager: D. Johnson
Location: 369 East 12th Street
Description/Justification:
The City of Pittsburg currently leases the maintenance shop just east of the Corporation Yard. This project will purchase that land and make it an addition to the City's Corporation yard. The current cost estimate for this project is $1,650,000.

Civic Center Parking Structure

Project Manager: D. Johnson
Location: City Hall
Description/Justification:
This project will construct a parking structure near City Hall and the Courthouse for use by both facilities. The current cost estimate for this project is 2,280,000.

Downtown Parking Structure

Project Manager: D. Johnson
Location: Downtown Pittsburg
Description/Justification:
This project will construct a new parking lot at East 5th Street to increase available parking for the downtown area. In addition, bioretention treatment areas will be constructed to treat surface stormwater runoff. The current cost estimate for this project is $5,280,000.

Civic Center Repair

Project Manager: D. Johnson
Location: Civic Center
Description/Justification:
This project will complete major repair projects for the Civic Center that come up including HVAC repair, roof repair, and carpet. The current cost estimate for this project is $250,000.

Civic Center/ Senior Center EOC Upgrades

Project Manager: D. Johnson
Location: Civic Center & Senior Center
Description/Justification:
This project will complete the required upgrades needed for the City's Emergency Center at both the Civic Center and Senior Center. The current cost estimate for this project is $85,000.

PARKS

All Abilities Playground
Project Manager: D. Johnson
Location: Citywide
Description/Justification:
This project aims to design and construct an All-Abilities Playground within a city park with amenities accessible and appropriate for use by children of all abilities. The current cost estimate for this project is $2,238,000.

Buchanan Park Renovations
Project Manager: D. Johnson
Location: Buchanan Park
Description/Justification:
The project would add the following new amenities to the existing Buchanan Park: basketball court, splash pad, public art, and will replace the existing community center with a larger LEED certified center, replace deteriorated pedestrian walkways with pervious pathways and expand and resurface parking areas. The community center is proposed to be an expansion to 8,000 sf from the current 3,000 sf facility. The outdoor space designated for outdoor recreation and open space at the park comprised more than half of the area of the 16-acre park. The current cost estimate for this project is $9,140,000.

Buchanan Park School Age Playground
Project Manager: D. Johnson
Location: Buchanan Park
Description/Justification:
This project will install a school age playground to the north of the Buchanan Center building to benefit those families using the facility and the group picnic area. The current cost estimate for this project is $345,000.

Buchanan Swim Center Improvements/ Solar Heating
Project Manager: D. Johnson
Location: Buchanan Swim Center
Description/Justification:
This project will install a solar system to supplement the heating and improve the parking lot. The current cost estimate for this project is $330,000.

Buchanan Park Restrooms
Project Manager: D. Johnson
Location: Buchanan Park
Description/Justification:
This project will install a new restroom facility at Buchanan Park. City staff will evaluate different restroom manufactures to analyze which restroom facility includes features to best address some of the current issues being experienced at this park such as vandalism, misuse, lighting, etc.

CASP Accessibility Improvements in Parks
Project Manager: D. Johnson
Location: Citywide Park System
Description/Justification:
This project aims to install, repair, or construct improvements at City owned parks as recommended by Certified Access Specialist Program (CASP) – ADA survey of facilities and prioritized by Public Works staff. The current cost estimate for this project is $255,000.

Outdoor Fitness Area
Project Manager: K. Simonton
Location: Marina Boulevard
Description/Justification:
This project includes the construction of an all-abilities outdoor fitness area. Access to health and wellness is a vital part of a thriving community. An outdoor fitness area ensures that all members of Pittsburg have access to overcome their obstacles in becoming healthier. The court includes 10 units that may serve up to 27 people at one time and includes accessible equipment and access. The current cost estimate for this project is $200,000.

DeAnza Park Walkway Rehabilitation and Basketball Court
Project Manager: D. Johnson
Location: Delta DeAnza Park
Description/Justification:
This project aims to rehabilitate/repair/reconstruct deteriorated walkways and to design and construct a basketball court at De Anza Park. It will also include the installation of bioretention treatment areas to treat surface stormwater runoff. The current cost estimate for this project is $560,000.

Dredge Buchanan Park Pond
Project Manager: D. Johnson
Location: Buchanan Park
Description/Justification:
This project will dredge the 1-acre pond at Buchanan Park to its original design depth of four feet. The current cost estimate for this project is $260,000.

GENERAL

East 8th Street Underground Utilities (Railroad Ave to Harbor St)
Project Manager: D. Johnson
Location: East 8th Street
Description/Justification:
This project will remove overhead utilities and place them underground along East Eighth Street and the linear park from Railroad Avenue to Harbor Street. The current cost estimate for this project is $985,000.

PG&E Street Light Facilities Acquisition
Project Manager: D. Johnson
Location: Citywide
Description/Justification:
This will provide funding to buy out streetlights from PG&E so they can be City owned and maintained, instead of the City paying PG&E for maintenance. There are approximately 3,671 PG&E-owned streetlights in the City. The City currently owns approximately 32%, or 1,163 of the 4,834 streetlights in the City. This project will not only save the City annual operating funds but will allow the Public Works Department to provide improved and more responsive service to street light complaints. The current cost estimate for this project is $1,050,000.

MARINA

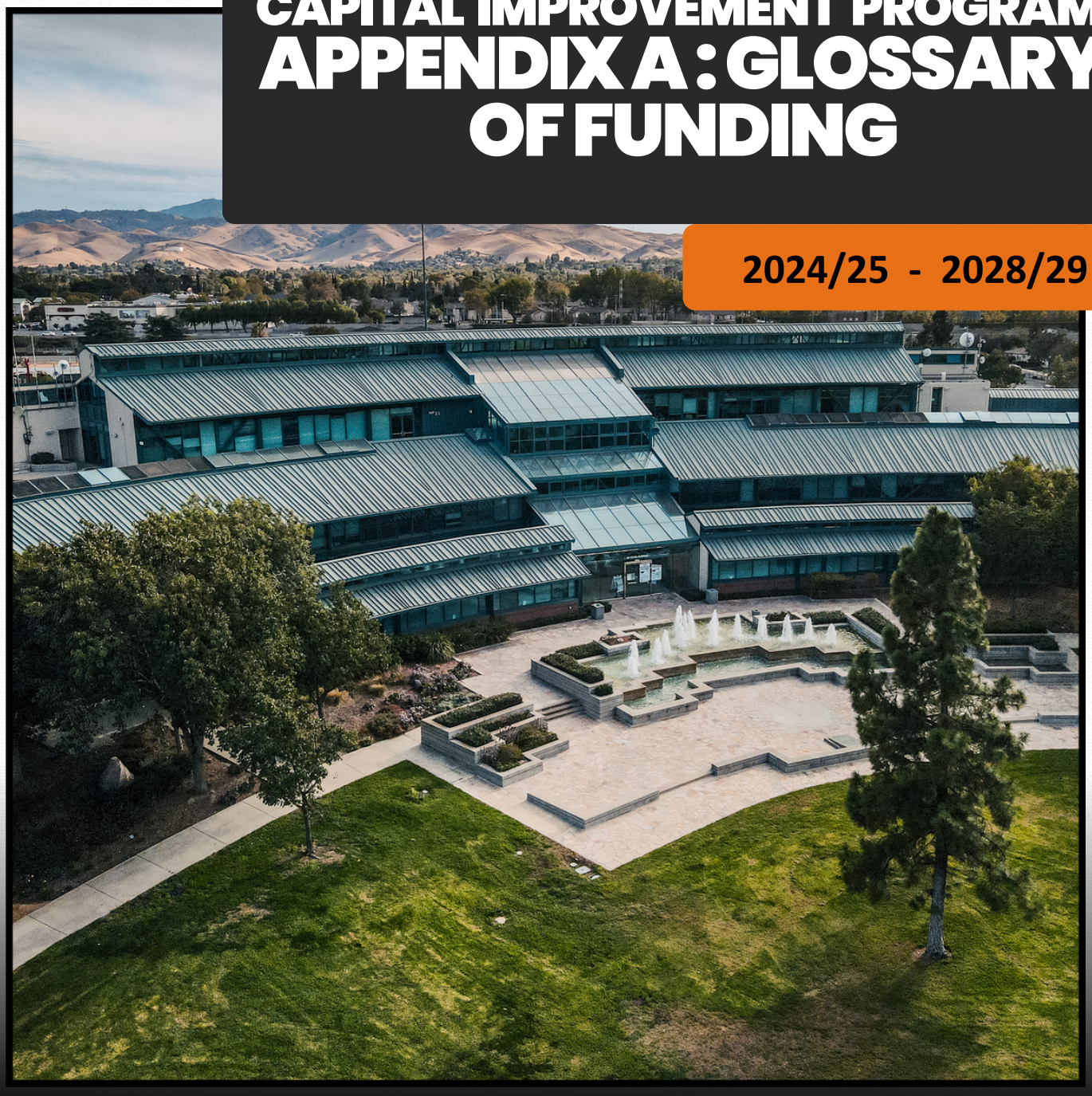
Marina Trail Construction
Project Manager: S. Bellafronte
Location: Sea Point Way
Description/Justification:
This project will remove existing concrete and convert the existing walkway to a trail made of recycled aggregate base. The project limits are on the shoreside of the Mean High Water Line and will not impact the water.
Supplemental Information:
The walkway is in disrepair due to diminishing riprap along the eastern border of Lowy Basin. In association with the Waterfront Breakwater Maintenance Project, this project aims to convert the walkway into a trail and manage the large scenic tree at the northernmost end of the walkway. Options for managing the tree to provide public safety include trimming or removal. In 2022, project costs were estimated at $195,000. This project was not included in the Waterfront or Marina budgets for FY 24.

Marina Security Cameras
Project Manager: S. Bellafronte
Location: Marina
Description/Justification:
The Pittsburg Marina has foregone maintenance on existing security cameras resulting in a nonfunctioning camera system. The Marina also experiences crime and incidents that could be mitigated or solved through additional surveillance throughout the facility. This project includes repair of existing cameras and an expansion of the network throughout the cameras.
Supplemental Information:
The City has executed a contract for $15,000 to fix the broken existing cameras system and is in the process of obtaining three quotes for the expansion project. On May 9, 2022, the City Council earmarked $750,000 Measure M Surplus funds over three years to upgrading security camera systems throughout the City. $200,000 of this amount was earmarked for the Marina expansion using FY 23 Measure M surplus dollars. These FY 23 Measure M surplus dollars were not utilized, so they were relinquished and FY 24 Measure M surplus dollars have been earmarked for this expenditure in FY 25.

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
APPENDIX A: GLOSSARY OF FUNDING

2024/25 - 2028/29



This document includes various funds, their names, descriptions, what type of projects they are used for and the sources of these funds.

American Rescue Plan Act (ARPA) (298)
This bill provides additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.

BAAQMD's Charge (XXX)
This is a grant that helps offset a portion of the cost of purchasing and installing new publicly available charging stations at qualifying facilities and private charging stations to serve fleets and multi-family housing locations within BAAQMD's jurisdiction. Under the Charge! Program, Pittsburg is considered a disadvantaged and low-income community based on the California Climate Investments Priority Populations 2022 CES 4.0.
The City will install 11 dual port Level 2 EV chargers at workplaces for the City Fleet. This qualifies Pittsburg for a higher tier of program funding, and this funding can be layered with other outside funding sources and incentive programs, making this an impactful opportunity for the City's progress toward reducing city-wide transportation emissions and maintaining a balanced budget.

Building Maintenance Fund (BMF) (621)
The City's Building Maintenance Fund covers ongoing maintenance of City-owned buildings.

Community Development Block Grant (CDBG)
The Community Development Block Grant (CDBG) Program supports community development activities to build stronger and more resilient communities. To support community development, activities are identified through an ongoing process. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance, etc.

Gas Tax Road Maintenance and Rehabilitation Account (RMRA) (228)
Senate Bill 1, the Road Repair and Accountability Act of 2017, was signed into law on April 28, 2017. SB 1 increased the per gallon fuel excise taxes; increased the diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. This legislative package invests $54 billion over the next decade to fix roads, freeways, and bridges in communities across California and puts more dollars toward transit and safety. These funds are split equally between state and local investments.

General Fund (110)
The General Fund's major revenue sources include property and sales taxes, franchise taxes, other taxes, and intergovernmental revenue, permits, licenses and fees.

General Fund Surplus
A General Fund surplus is the amount of revenue available for new spending commitments after paying for the costs of programs under current law.

Highway Safety Improvement Program (HSIP)
The Highway Safety Improvement Program (HSIP) is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads with a focus on performance.

Highway User Tax Account Gas Tax Fund (HUTA) (203)
The state of California imposes per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel and registration taxes on motor vehicles with allocations dedicated to transportation purposes.

Infrastructure Repair and Replacement Fund (IRRF)
On January 22, 2013, the City Council adopted Ordinance 12-1363, also known as the Fiscal Sustainability Ordinance. This ordinance established minimum balances for financial reserves used to stabilize the City's budget and created an Infrastructure Repair and Replacement Fund that receives a portion of funds that exceed the required reserve amount. This fund may be used for repairs and capital improvements projects related to the City's infrastructure including streets, roads, parking lots, and storm drains.

Island Energy Funds (IE) and 590 Pittsburg Power (PPC) (580)
The Pittsburg Power Company (PPC) is a municipal utility formed under the California Constitution. The PPC does business in the City of Pittsburg and as Island Energy (IE) on Mare Island located in Vallejo, California. PPC develops revenue streams for the City of Pittsburg while retaining existing businesses and attracting new business. Island Energy distributes natural gas and electricity to the industries, schools, businesses, and residents on Mare Island. Island Energy's focus is to build capital asset value and income for the City of Pittsburg as Mare Island is redeveloped over time.

Kirker Creek Drainage Fund (KCDF)
The Kirker Creek Drainage Fund was established to provide for improvements to the drainage area due to impacts from new development. This fee is charged only for new development within the Kirker Creek watershed. Currently the fee is $1.14/sf of impervious area for the development. This fund can be used for construction of drainage improvements within the Kirker Creek watershed.

Local Traffic Mitigation Fund (LTMF)
In order to implement the goals of the circulation element of the city's general plan and, more specifically, the transportation improvements contained in the capital improvement program, and to mitigate the transportation impacts caused by new development in the city, certain public road improvements must be or had to be constructed. The city council has determined that a transportation mitigation fee is needed to finance these public improvements and to pay for new development's fair share of the construction costs of these improvements.

Marina Enterprise Fund (ME) (550)
The Marina Enterprise Fund is composed of funds collected at the Pittsburg Marina from boat slip rentals and gasoline sales. These funds are used to maintain and improve the various marina facilities. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in reserve.

Measure J (MJ)
In 2004, Contra Costa County voters approved Measure J, which continued the ½ cent sales tax that funds transportation projects in the county through March 31, 2034. Pittsburg's Measure J funds are used for street pavement projects as funding is available. However, using this fund only for street pavement projects reduces funds available for other eligible projects, such as traffic signals. In addition, the City currently uses Measure J Funds to help fund the Public Works Department's Street operations and maintenance (O&M) to off-set General Fund revenues.

Measure M (MM)
In 2012, 73 percent of Pittsburg voters approved an increase to the local sales tax for 10 years to fund local Pittsburg services. Known as Measure P, it added a half-cent sales tax for five years to local purchases, amounting to an extra 50 cents on a $100 purchase. The sales tax was planned to decrease to one-quarter-cent sales tax in 2017, and then expire in 2022. The sales tax revenue is a guaranteed funding source for essential city services, including public safety, code enforcement, the Senior Center and support for job programs that benefit local residents. Measure M will extend the current half-cent sales tax to 2035 and continue to support these programs, plus youth services, road repairs and services for victims of domestic violence. The measure continues an existing tax at its current level.

Measure M Surplus
Measure M surplus is the amount of revenue available for new spending commitments after paying for the costs of programs.

National Pollutant Discharge Elimination System (NPDES) (207)
The NPDES Program is a federal program which has been delegated to the State of California for implementation through the State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards (Regional Water Boards), collectively Water Boards. In California, NPDES permits are also referred to as waste discharge requirements (WDRs) that regulate discharges to waters of the United States.

One Bay Area Grant (OBAG)
The One Bay Area Grant, now in its third iteration, guides how MTC distributes federal transportation funding from the Federal Highway Administration to projects and programs that improve safety, spur economic development, and help the Bay Area meet climate change and air quality improvement goals.

Park Dedication Fees (PDF) (304)
Park Dedication Fees are collected from developers to provide for construction of new parks and recreation facilities. Fees are collected based on the market value of the property, size of development, and number of units.

PG&E Rule 20A & 20B (Credits)

- Rule 20A projects are 100 percent ratepayer-funded but must meet public interest criteria. The utilities annually allocate Rule 20A work credits (or “work credits”) to cities and unincorporated counties (hereafter, “communities”) to redeem for their undergrounding project costs. Under Rule 20A Section 2, 50 percent of the work credit allocation is based on the ratio of overhead meters in a community relative to the total utility overhead meters. The other 50 percent is based on the ratio of total meters (both overhead and underground-served meters) relative to the utility total system meters. Rule 20A work credit allocations are established through the electric utilities’ General Rate Cases. A community may “borrow” up to five years of future work credits to fund an undergrounding project.

- Rule 20B projects may be for any undergrounding purpose but must consist of a minimum of 600 feet. Ratepayers fund around 20 to 40 percent of the costs of these projects. The applicant bears the balance of the project cost. Local government applicants may request the utility initially fund their Rule 20B project's engineering and design costs and reimburse the utility later provided that the project goes forward.

Pittsburg Regional Traffic Mitigation Fund (PRTMF)
These fees are collected from developers to pay for developer’s share of regional projects to mitigate impacts to streets and traffic flow. These funds are restricted to projects that are included in the current regional fee program.

Pittsburg Regional Transportation Development Impact Mitigation Fee (PRTDIM)
The cities of Antioch, Brentwood, Pittsburg, and Oakley together with the county of Contra Costa, entered into an agreement pursuant to California Government Code Section 6500 et seq., entitled "East Contra Costa Regional Fee and Financing Authority Joint Exercise of Powers Agreement" (the "agreement"), which provides for the creation of a separate joint powers agency ("ECCRFFA"), to assist in the establishment of a uniform regional development fee program and the funding and implementation of transportation improvement projects in the east county area. The four cities listed above, and the county are the "member agencies" of ECCRFFA.

Public Education and Government Fund (PEG)
The Public Education and Government is a special revenue fund in which the City is given authority from California Public Utilities Code to levy State Franchise Holder. The revenue of this fund supports Public Education and Government channel facilities.

Safe Routes to BART Grant (SR2B)
Safe Routes to BART (SR2B) is a grant program sponsored by BART using voter-approved Measure RR capital funds. SR2B is designed to help local agencies improve access for BART customers traveling to BART stations by walking and biking. Grants to local jurisdictions in Alameda, Contra Costa and San Francisco Counties using Measure RR capital funds will help our partner agencies deliver capital projects for the streets, sidewalks, trails, and plazas that serve riders on their way to and from BART.

Safe Routs to School Grant (SR2S)
The Safe Routes to School (SR2S) Needs Assessment is a comprehensive assessment of existing SR2S projects and programs occurring throughout Contra Costa County. The purpose was to understand SR2S activities throughout Contra Costa County, estimate funding needed to support future SR2S capital improvements and programs, provide resources to local communities as they plan, design, and implement improvements, and offer technical assistance to school sites.

Sewer Facility Reserve Fund (SFR) The
Sewer Facility Reserve is funded by a one-time charge per residential unit paid by developers. The amount of the fee varies according to the location of the development and is calculated according to a formula described in the fee schedule approved by the City Council (Resolution No. 05-10291 and as amended by 05-10372). The average fee for a new residential unit is $3,753. This fund is used for expansion and upgrade of the sewer system to account for increased usage with new development.

Sewer Operations Fund (SOF) (521)
The Sewer Fund is maintained by a service charge that is collected in water service bills. Fees collected vary by property use. For example, a residential property is charged a flat rate of $15.79/month and non-residential is charged $1.61 per CCF, or 100 cubic feet (748 gallons), of water usage/month. These funds are used for installing, upgrading, and maintaining the City's sewer system. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in reserve.

Solid Waste (210)
Under the Recycling Center and Transfer Stations (RCTS) operating agreement with the Contra Costa Waste Service, Inc. (CCWS), the City receives a Recycling and Inspection Fee of a flat rate ($1.91/ton effective October 2018) plus annual CPI adjustment on all solid waste and recycled material accepted at the transfer station. Solid Waste Management creates and implements programs and services for schools, City offices, businesses, and the community by promoting waste prevention, reuse, and recycling to meet the state mandated, AB 939 (50 percent waste diversion requirements

Transportation Development Act (TDA)
Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans. TDA established two funding sources; the Local Transportation Fund (LTF), and the State Transit Assistance (STA) fund.

Water Facility Reserve Fund (WFR)
The Water Facility Reserve is funded by a onetime charge per residential unit paid by developers. The amount of the fee varies according to the location of the development and is calculated according to a formula described in the fee schedule approved by the City Council (Resolution 05-1029 and as amended by Resolution 12-11778). The average fee for per new residential unit is $5,807. This fund is used for expansion and upgrade of the water distribution system or treatment plant to account for increased use with new development.

Waterfront Grants Fund (541)
This fund is the landing place for grants that the Waterfront Division gets. It is important that the grant funding be in a separate fund for reporting and tracking pour poses. The Waterfront Fund, 540 is also subject to 30% reserves which would fluctuate inappropriately if grant funding were to mingle with operating funds.

Waterfront Operations Fund (WO) (540)
City's Waterfront Fund: revenues come from industrial Tidelands leases managed by the City. California Senate Bill 551 of 2011 enacted a grant of sovereign tidelands and submerged lands ("Tidelands") within City boundaries to the City of Pittsburg. Prior to 2011, the State Lands Commission had entered into long term leases of Tidelands parcels within City boundaries. With the passage of SB 551, by operation of law, the City became lessor in place of the State of California for all existing leases of Tidelands.

Water Operations Fund (WOF) (501)
The Water Fund is maintained by a service charge that is collected in water service bills. Fees collected vary by size of water meter and water use and range from $29.60/mo for a ¾" meter to $3,360/mo for a 10" meter. These funds are used for installing, upgrading, and maintaining the City's water system. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in reserve.

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
APPENDIX B: ACRONYMS

2024/25 - 2028/29



ACRONYMS

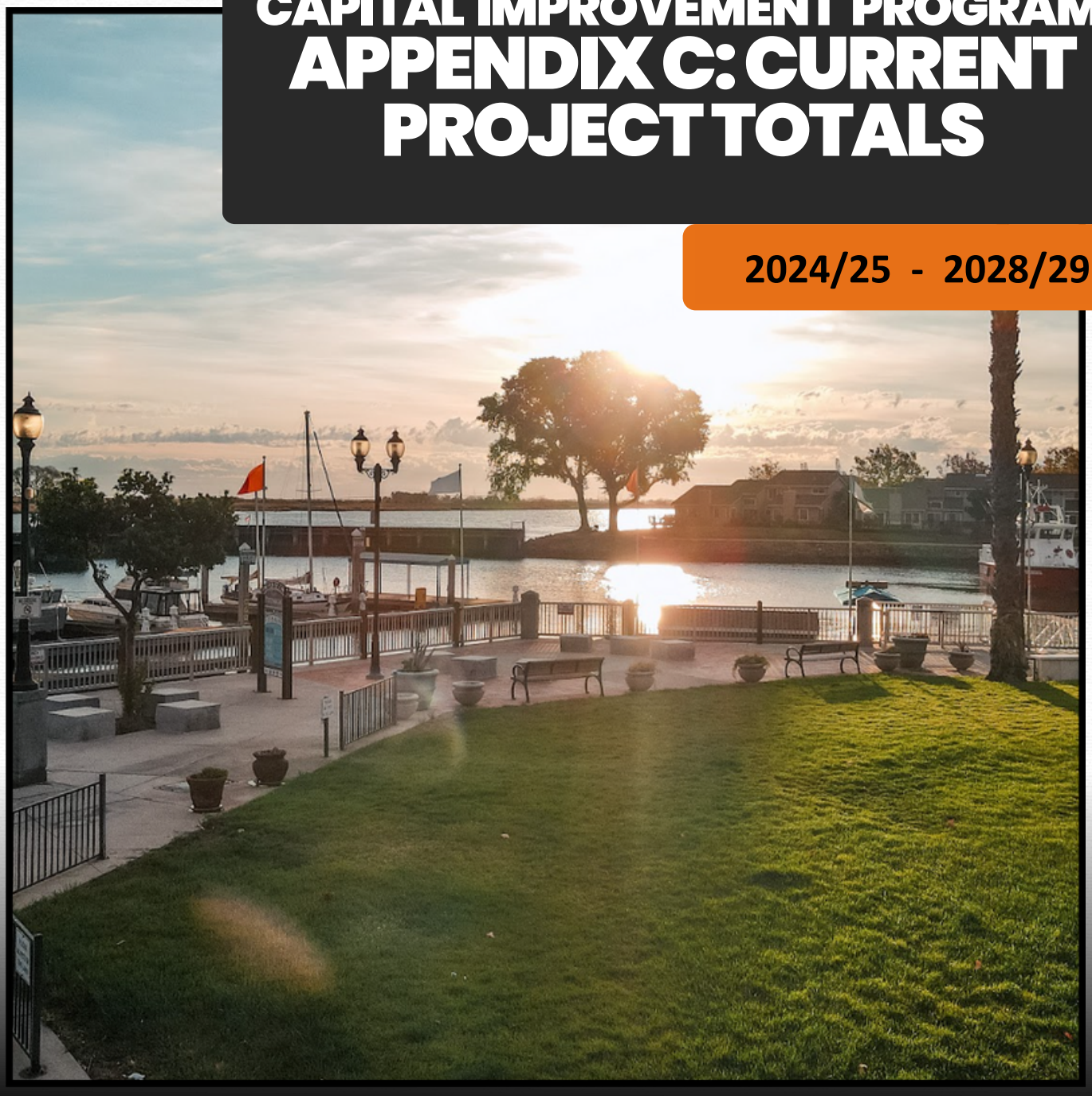
This document includes numerous abbreviations and acronyms in need of explanation. Thus, a list of acronyms is provided to aid the reader when the context does not define the meaning.

ADA – Americans with Disabilities Act
AMR – Automatic Meter Reading
ARPA – American Rescue Plan Act
BART – Bay Area Rapid Transit
BMF – Building Maintenance Fund
CALTRANS – California Department of Transportation
CCC – Contra Costa County
CCWD – Contra Costa Water District
CCTA – Contra Costa Transportation Authority
CCTV – Closed-Circuit Television
CDBG – Community Development Block Grant
CFD – Community Facilities District
CIP – Capital Improvement Program
DD – Delta Diablo
ECCRFFA – East Contra Costa Regional Fee and Financing Authority
FY – Fiscal Year
GAAP – Generally Accepted Accounting Principles
GASB – Governmental Accounting Standards Board
GFOA – Government Finance Officers Association
HSIP – Highway Safety Improvement Program
HUTA – Highway User Tax Account Gas Tax Fund
IE – Island Energy
IRRF – Infrastructure Repair and Replacement Fund
KCDF – Kirker Creek Drainage Fund
LED – Light-Emitting Diode
LF – Linear Foot/Feet
LLDA – Landscape and Lighting District Assessment
LTMF – Local Traffic Mitigation Fund
ME – Marina Operations Fund
MG – Millions of Gallons
MGD – Millions of Gallons Per Day
MJ – Measure J
MM – Measure M
MTC – Metropolitan Transportation Commission
NPDES – National Pollution Discharge Elimination System
OBAG – One Bay Area Grant
O&M – Operating and Maintenance
PDF – Park Dedication Fees
PCI – Pavement Condition Index
PG&E – Pacific Gas & Electric
PMP – Pavement Management Program
PPC – Pittsburg Power Company
PRTDIM – Pittsburg Regional Transportation Development Impact Mitigation Fee
PRTMF – Pittsburg Regional Traffic Mitigation Fund
RMRA – Road Maintenance and Rehabilitation Account
ROW – Right-of-Way
S&P – Standard and Poor's Rating Service
SB – Senate Bill
SCADA – Supervisory Control and Data Acquisition
SR2B – Safe Routes to BART Grant
SR2S – Safe Routs to School Grant
SRF – State Water Resources Control Board Revolving Fund
SFR – Sewer Facility Reserve Fund
SOF – Sewer Operations Fund
SS – Sewer
ST – Streets
TDA – Transportation Development Act
VFD – Variable Frequency Drive
WF – Waterfront Fund
WFR – Water Facility Reserve Fund
WOF – Water Operations Fund
WTP – Water Treatment Plant

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
APPENDIX C: CURRENT PROJECT TOTALS

2024/25 - 2028/29



CIP Current Projects Totals

Streets (21 Projects)

Page Number	Project No.	Project Name	Total Cost
33	2019	BART Pedestrian/Bicycle Connectivity	$ 8,993,050
34	2028	HSIP 10-Crestview Drive Safety Improvements	$ 757,500
35	2038	HSIP 10- Citywide Roadway Improvements	$ 2,365,500
36	2040	2023/24 Pavement Management	$ 4,658,300
37	2042	Annual Citywide Traffic Calming	$ 450,000
38	2051	Marina Blvd Buffered Bicycle Lanes	$ 56,100
39	2052	Delta De Anza Multimodal Trail Safety Improvements	$ 5,009,406
40	2133	Trail Crossing Improvements (TDA)	$ 216,500
41	2228	Citywide Arterial Median Conversion	$ 380,000
42	2231	OBAG II Pavement Improvement	$ 4,350,000
43	2242	Annual Citywide Striping & Signage	$ 447,159
44	2244	Citywide Sidewalk Repair	$ 370,800
45	2608	Kirker Pass Road Rehabilitation	$ 610,000
46	3015	James Donlon Boulevard Extension	$ 331,938,600
47	3038	West Leland Road Extension Phase II	$ 33,380,000
48	3332	Annual Citywide Fence/Soundwall Repairs	$ 655,000
49	4077	2024/25 CDBG ADA Curb Ramp Installation	$ 273,938
50	4079	Linscheid Drive Traffic Calming	$ 260,000
51	TBD	Zone 4 Pavement Management	$ 4,890,000
52	TBD	Pavement Management Program	$ 15,560,000
53	TBD	Loveridge Road Frontage Improvements	$ 1,610,000
		TOTAL COST	**$ 417,231,853**

Signal (3 Projects)

Page Number	Project No.	Project Name	Total Cost
55	2227	HSIP 9 Citywide Traffic Signal Improvement	$ 1,271,000
56	2243	Countywide Smart Signals	$ 1,332,724
57	2314	Pittsburg Center Smart City Pilot	$ 1,200,000
		TOTAL COST	**$ 3,803,724**

Water (8 Projects)

Page Number	Project No.	Project Name	Total Cost
59	5006	Water System Reliability (Cabrillo Place Waterline)	$ 2,052,916
60	5007	Highlands Ranch Tank Improvements	$ 605,000
61	5009	Water Treatment Plant Reservoir Control Panel & PLC Replacement	$ 320,300
62	5065	Water Treatment Plant Capital Repairs and Improvements	$ 525,000

63	5067	Water Treatment Plant Filter Gallery Replacement	$	61,493,188
64	5070	Annual Filter Media Replacement	$	300,204
65	5071	W-61 Main W. Leland (WTP to SW Hills)	$	7,475,000
66	TBD	Bella Vista/Riverview Park Water Consolidation Project	$	2,100,000
		TOTAL COST	**$**	**74,971,608**

Sewer (2 Projects)

Page Number	Project No.	Project Name		Total Cost
68	5003	West Santa Fe Ave. Sewer Water Rehabilitation	$	18,644,903
69	TBD	Central Addition Water and Sewer Rehabilitation (Phase 1)	$	3,950,000
		TOTAL COST	**$**	**22,614,903**

Storm (5 Projects)

Page Number	Project No.	Project Name		Total Cost
71	1801	Frontage Road Living Green Trail	$	2,166,250
72	3023	Willow Pass Storm Drain Repair	$	475,207
73	8336	Americana Park Bypass Channel	$	1,554,678
74	TBD	California Avenue Full Trash Capture Device	$	2,440,000
75	TBD	Storm Drain Master Plan	$	250,000
		TOTAL COST	**$**	**6,886,135**

Building (5 Projects)

Page Number	Project No.	Project Name		Total Cost
77	1650	Marina Community Center Improvements	$	750,000
78	3026	60 Civic Building Repair	$	800,000
79	3118	Corporation Yard Fueling System Replacement	$	1,918,100
80	3333	California Theater Marquee & Below Stage Modification	$	506,800
81	3334	City Council Chambers Upgrade	$	535,000
		TOTAL COST	**$**	**4,509,900**

Parks (3 Projects)

Page Number	Project No.	Project Name		Total Cost
83	1754	City Park Restroom Facility	$	1,250,000
84	3040	Buchanan Park Pond Loop Replacement	$	222,300
85	3080	Pittsburg Premier Fields	$	16,528,000
		TOTAL COST	**$**	**18,000,300**

General (8 Projects)

Page Number	Project No.	Project Name	Total Cost
87	1703	CHARGE Fleet EV Infrastructure	$ 286,000
88	1755	City Limit Entrance Features	$ 350,000
89	1756	Landscape Master Plan	$ 1,500,000
90	2987	E. 3rd Street Remediation	$ 518,500
91	3018	Police Department Security Fence	$ 750,000
92	3019	Reviving the Heart of Pittsburg Pride	$ 3,341,961
93	3024	Buchanan Road Slope Repair	$ 1,603,200
94	TBD	ADA Transition Plan	$ 260,000
		TOTAL COST	**$ 8,609,661**

Marina (3 Projects)

Page Number	Project No.	Project Name	Total Cost
96	3022	Riverview Park Fishing Pier	$ 193,100
97	5704	Central Harbor Park (CHP) & Boat Launch Facilities (BLF)	$ 4,144,395
98	TBD	Sheds A-D Upgrades	$ 291,200
		TOTAL COST	**$ 4,628,695**

Power (6 Projects)

Page Number	Project No.	Project Name	Total Cost
100	5816	Duct Bank and Vault Replacements	$ 625,000
101	5820	Waterfront Area Reliability	$ 700,000
102	5821	Outage Recovery	$ 439,453
103	5826	RA Replacement	$ 180,000
104	5827	Electrical Substation Battery Replacement	$ 120,000
105	TBD	Water Treatment Plant Alternative Fuel Conversion	$ 2,160,000
		TOTAL COST	**$ 4,224,453**

City of Pittsburg
California

CAPITAL IMPROVEMENT PROGRAM
APPENDIX D: PROJECT SUMMARY

2023/24 – 2027/28



STREETS PROJECTS
Project Summary

Item No.	Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 204-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)	Total Funding
1	2019	BART Pedestrian/Bicycle Connectivity	$8,993,050	$3,870,000 OBAG-2 (E) $600,000 PBTF (E) $50,000 Measure J (E) **$465,050 Measure J (N)** **$25,000 Meausre M Surplus (N)** $58,000 TDA Grant (E) $300,000 LTMF (E) **$2,925,000 LTMF (N)** $700,000 SR2BART (E)	$8,993,050	$0					$8,993,050
2	2028	HSIP 10-Crestview Drive Safety Improvements	$757,500	$378,200 HSIP (E) $41,200 RMRA (E) $100,000 HUTA (E) $200,000 CDBG (E) **$51,700 HUTA (N)** **$162,374 CDBG (N)**	$933,474	$0					$933,474
3	2038	HSIP 10- Citywide Roadway Improvements	$2,365,500	$2,965,700 HSIP (E)	$2,965,700						$2,965,700
4	2040	2023/24 Pavement Management	$4,658,300	**$600,000 GF (N)** **$1,251,300 GF Surplus (N)** **$250,000 CalRecycle (N)** **$650,000 Measure M (N)** **$500,000 HUTA (N)** **$807,000 RMRA (N)**	$4,658,300						$4,658,300
5	2042	Annual Citywide Traffic Calming Program	$450,000	$75,000 MJ (E) **$75,000 HUTA (N)** $300,000 MJ (F)	$75,000	$75,000	$75,000	$75,000	$75,000	$75,000	$450,000
6	2051	Marina Blvd Buffered Bicycle Lanes	$56,100	56,100 TDA (E)	$56,100						$56,100
7	2052	Delta De Anza Multimodal Trail Safety Improvements	$5,009,406	**$4,427,000 OBAG-3 (N)** $582,406 EBRP (F)		$5,009,406					$5,009,406
8	2133	Trail Crossing Improvements (TDA)	$216,500	$120,000 TDA (E) $30,000 Measure J (E) **$55,800 CDBG (N)** $11,000 HUTA (F)	$205,800	$11,000					$216,800
9	2228	Citywide Arterial Median Conversion	$380,000	$130,000 MJ (E) **$50,000 MJ (N)** $200,000 MJ (F)	$180,000		$50,000	$50,000	$50,000	$50,000	$380,000
10	2231	(OBAG II) Pavement Improvement Project	$4,350,000	$1,940,000 RMRA (E) $2,410,000 OBAG2/STP (E)	$4,350,000						$4,350,000
11	2242	Annual Citywide Striping & Signage	$447,159	$147,159 HUTA (E) **$50,000 HUTA (N)** $200,000 HUTA (F)	$197,159	$50,000	$50,000	$50,000	$50,000	$50,000	$447,159
12	2244	Citywide Sidewalk Repair	$370,800	**$100,800 Measure M Surplus (N)** $200,000 Measure M Surplus (F)	$170,800	$100,000	$100,000				$370,800
13	2608	Kirker Pass Road Rehabilitation	$610,000	$248,829 Measure M (E) $92,000 HUTA (E) $233,000 General Fund (E) **$36,171 HUTA (N)**	$610,000						$610,000

Item No.	Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 204-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)	Total Funding
14	3015	James Donlon Boulevard Extension	$331,938,600	$1,929,074 LTMF (E) $656,373 RTMF (E) $4,000,000 ECCRFFA (E) $1,888,000 LTMF (F) $68,000,000 ECCRFFA (F) $14,220,000 Dev. (F) $241,245,153 UNFUNDED (F)	$6,585,447					$325,353,153	$331,938,600
15	3038	West Leland Road Extention Phase II	$33,380,000	$33,380,000 UNFUNDED (F)	$0				$33,380,000		$33,380,000
16	3332	Annual Citywide Fence/Soundwall Repairs	$655,000	$50,000 HUTA (E) $155,000 MJ (E) **$75,000 HUTA (N)** $300,000 HUTA (F)	$280,000	$75,000	$75,000	$75,000	$75,000	$75,000	$655,000
17	4077	2024/25 CDBG ADA Curb Ramp Installation	$273,938	**$273,938 CDBG (N)**	$0	$273,938					$273,938
18	4079	Linscheid Drive Traffic Calming	$260,000	**$202,184 CDBG (N)** **$57,816 UNFUNDED (F)**	$0	$202,184	$57,816				$260,000
19	TBD	Zone 4 Pavement Management	$4,890,000	$436,051 General Fund (E) **$500,000 Measure M Surplus (N)** **$800,000 HUTA (N)** **$650,000 Measure M (N)** **$1,900,000 RMRA (N)** $603,949 RMRA (F)	$436,051	$3,850,000	$603,949				$4,890,000
20	TBD	Pavement Management Program	$15,560,000	$1,200,000 Measure J (F) $2,000,000 General Fund (F) $2,600,000 Measure M (F) $3,200,000 HUTA (F) $6,560,000 RMRA (F)	$0		$3,110,000	$3,817,000	$4,483,000	$4,150,000	$15,560,000
21	TBD	Loveridge Road Frontage Improvements	$1,610,000	$300,000 EPA WQIF (F) $1,300,000 Dev (F)	$0			$1,610,000			$1,610,000
TOTALS			**$417,231,853**		**$30,696,881**	**$9,646,528**	**$4,121,765**	**$5,677,000**	**$38,113,000**	**$329,753,153**	**$418,008,327**
					Current	New	Future				Total Funding

SIGNAL PROJECTS
Project Summary

Item No.	Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 2024-25 ($)	FY 2025-26 ($)2	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)	Total Funding
1	2227	(HSIP 9) Citywide Traffic Signal Improvement	$1,271,000	$1,065,600 HSIP (E) $44,400 RMRA (E) $161,000 General Fund (E)	$1,271,000						$1,271,000
2	2243	Countywide Smart Signal	$1,332,724	$1,179,890 Fed/State Grant (E) $152,834 HUTA (E)	$1,332,724						$1,332,724
3	2314	Pittsburg Center Smart City Pilot	$1,200,000	$1,200,000 Grant (E)	$1,200,000						$1,200,000
TOTALS			**$3,803,724**		**$3,803,724**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,803,724**
					Current	New	Future				Total Funding

WATER PROJECTS
Project Summary

Item No.	Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2028-29 ($)2	FY 2028-29 ($)	Total Funding
1	5006	Water System Reliablity (Cabrillo Place Waterline)	$2,052,916	$800,000 WOF (E) $1,252,916 WOF (F)	$800,000		$1,252,916				$2,052,916
2	5007	Highlands Ranch Tank Improvements	$605,000	$705,000 WOF (E)	$705,000						$705,000
3	5009	Water Treatment Plant Reservoir Control Panel & PLC Replacement	$320,300	$450,000 WOF (E)	$450,000						$450,000
4	5065	WTP Capital Repairs and Improvements	$525,000	$225,000 WOF (E) **$75,000 WOF (N)** $300,000 WOF(F)	$225,000	$75,000	$75,000	$75,000	$75,000	$75,000	$600,000
5	5067	Water Treatment Plant Filter Gallery Replacement	$61,493,188	$2,481,188 WOF (E) $900,000 WFR (E) $45,800,000 [2023-Wbond] (E) **$1,926,000 WREVBond Proceed (N)** **$5,560,000 WOF (N)** **$1,010,000 WFR-WTP Expansion (N)** **$1,988,000 WFR Distribution (N)** **$745,000 WFR P.S. & Reservoir (N)** **$1,083,000 WFR Sludge (N)**	$49,181,188	$12,312,000					$61,493,188
6	5070	Annual Filter Media Replacement	$300,204	$200,000 WOF (E) **$100,204 WOF (N)** $200,000 WOF (F)	$200,000	$100,204	$50,000	$50,000	$50,000	$50,000	$500,204
7	5071	20 Inch Water Main West Leland Road (WTP to SW Hills)	$7,475,000	$1,796,000 WFR (E) $754,000 WOF (E) $4,925,000 UNFUNDED (F)	$2,550,000					$4,925,000	$7,475,000
8	TBD	Bella Vista/Riverview Water Consolidation	$2,200,000	$2,200,000 UNFUNDED (N)	$0		$2,200,000				$2,200,000
TOTALS			**$74,971,608**		**$54,111,188**	**$12,487,204**	**$3,577,916**	**$125,000**	**$125,000**	**$5,050,000**	**$75,476,308**
					Current	New	Future				Total Funding

ENGINEERING
DIVISION
CIP Section

SEWER PROJECTS
Project Summary

5 year CIP 2024-25 / 2028-29

Item No.	Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 2024/25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)2	FY 2028-29 ($)	Total Funding
1	5003	West Santa Fe Ave. Sewer Water Rehabilitation	$18,664,903	$3,400,000 WOF (E) $2,996,451 SOF (E) $712,079 SOF (E) $694,000 WOF (E) **$1,000,000 WOF (N)** $9,842,373 UNFUNDED (F)	$7,802,530	$1,000,000	$9,842,373				$18,644,903
2	TBD	Central Addition Water and Sewer Rehabilitation (Phase I)	$3,950,000	$3,950,000 WOF (F)	$0				$520,000	$3,430,000	$3,950,000
TOTALS			**$22,614,903**		**$7,802,530**	**$1,000,000**	**$9,842,373**	**$0**	**$520,000**	**$3,430,000**	**$22,594,903**
					Current	New	Future				Total Funding

ENGINEERING
DIVISION
CIP Section

STORM PROJECTS
Project Summary

5 year CIP 2024-25 / 2028-29

Item No.	Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)	Total Funding
1	1801	Frontage Road Living Green Trail	$2,166,250	$812,250 ARPA (E) $1,354,000 Grant (E)	$2,166,250						$2,166,250
2	3023	Willow Pass Storm Drain Repair	$475,207	$800,000 General Fund (E)	$800,000						$800,000
3	8336	Americana Park Bypass Channel	$1,554,678	$119,999 CCIF (E) $610,000 IRRF (E) $374,900 Grant (E) $100,000 WOF (E) $101,800 HUTA (E) $103,000 ARPA (E) $245,000 WOF (E)	$1,554,678						$1,554,678
4	TBD	California Avenue Full Trash Capture Device	$2,440,000	$400,000 ARPA (F) $2,440,000 Grant (F)	$0		$400,000	$2,440,000			$2,840,000
5	TBD	Storm Drain Master Plan Update	$250,000	$250,000 UNFUNDED (F)	$0		$250,000				$250,000
TOTALS			**$6,886,135**		**$4,520,928**	**$0**	**$650,000**	**$2,440,000**	**$0**	**$0**	**$7,610,928**
					Current	New	Future				Total Funding

ENGINEERING
DIVISION
CIP Section

BUILDING PROJECTS
Project Summary

5 year CIP 2024-25 / 2028-29

Item No.	Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)2	FY 2028-29 ($)	Total Funding
1	1650	Marina Community Center Improvements	$750,000	$750,000 Measure M Surplus (E)	$750,000						$750,000
2	3026	60 Civic Building Repair	$800,000	$800,000 General Fund (E)	$800,000						$800,000
3	3118	Corporation Yard Fueling System Replacement	$1,918,100	$400,000 Building Maintenance (E) $265,000 WOF (E) $265,000 SOF (E) **$239,100 WOF (N)** **$239,000 SOF (N)**	$1,918,100						$1,918,100
4	3333	California Theater Marquee & Below Stage Modification	$506,800	$400,000 Grant (E) $106,800 Grant (F)	$506,800						$506,800
5	3334	City Council Chambers Upgrade	$535,000	$535,000 Public Education and Government (E)	$535,000						$535,000
TOTALS			**$4,509,900**		**$4,509,900**	**$0**	**$0**	**$0**	**$0**	**$0**	**$4,509,900**
					Current	New	Future				Total Funding

ENGINEERING
DIVISION
CIP Section

PARK PROJECTS
Project Summary

5 year CIP 2024-25 / 2028-29

Item No.	Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)	FY 2028-29 ($)	Total Funding
1	1754	City Park Restroom Facility	$1,250,000	$1,250,000 GF Surplus (E)	$0	$1,250,000					$1,250,000
2	3040	Buchanan Park Pond Loop Replacement	$222,300	$222,300 Grant (E)	$222,300						$222,300
3	3080	Pittsburg Premier Fields	$16,528,000	$1,615,000 General Fund Surplus (E) $1,842,811 **ARPA (N)** **$2,263,000 PDF (N)** **$438,461 Measure M Surplus (N)** $10,368,728 UNFUNDED (F)	$1,615,000	$4,544,272				$10,368,728	$16,528,000
TOTALS			**$18,000,300**		**$1,837,300**	**$5,794,272**	**$0**	**$0**	**$0**	**$10,368,728**	**$18,000,300**
					Current	New	Future				Total Funding

ENGINEERING
DIVISION
CIP Section

GENERAL PROJECTS
Project Summary

5 year CIP 2024-25 / 2028-29

Item No.	Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2025-26 ($)	FY 2027-28 ($)	FY 2028-29 ($)	Total Funding
1	1703	Charge! Fleet EV Infrastructure	$286,000	$165,000 Regional Grant (E) $77,000 MCE Grant (E) **$44,000 MCE Grant (N)**	$242,000	$44,000					$286,000
2	1755	City Entrance Features	$350,000	$250,000 GF Surplus (E) $100,000 Developer (E)	$250,000				$100,000		$350,000
3	1756	Landscape Master Plan Update	$1,500,000	$1,500,000 GF Surplus (E)	$1,500,000						$1,500,000
4	2987	East 3rd Street Remediation	$518,500	$525,326 Grant (E)	$525,326						$525,326
5	3018	Police Department Security Fence	$750,000	$350,000 General Fund (E) $400,000 UNFUNDED (F)	$350,000		$400,000				$750,000
6	3019	Reviving the Heart of Pittsburg Pride	$3,341,961	$2,891,961 Clean CA Grant (E) $62,000 General Fund Surplus (E) $388,000 ARPA (E)	$3,341,961						$3,341,961
7	3024	Buchanan Road Slope Repair	$1,603,200	**$2,000,000 General Fund (E)**	$2,000,000						$2,000,000
8	TBD	ADA Transition Plan Update	$260,000	$250,000 GF Surplus (F)			$260,000				$260,000
TOTALS			**$8,609,661**		**$8,209,287**	**$44,000**	**$660,000**	**$0**	**$100,000**	**$0**	**$9,013,287**
					Current	New	Future				Total Funding

ENGINEERING
DIVISION
CIP Section

MARINA PROJECTS
Project Summary

5 year CIP 2024-25 / 2028-29

Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)2	FY 2027-28 ($)	FY 2028-29 ($)2	Total Funding
3022	Riverview Park Fishing Pier	$193,100	$150,000 MPA (E) $25,000 Waterfront (E) **$18,000 MPA (N)**	$175,000	$18,100					$193,100
5704	Central Harbor Park and Boat Launch Facilities	$4,144,395	$3,544,395 CAR 2022 Grant (E) **$100,000 Solid Waste Fund (N)** **$100,000 Waterfront Fund (N)** **$400,000 Waterfront Grant (N)**	$3,544,395	$600,000					$4,144,395
TBD	Sheds A - D Upgrades	$291,200	**$291,200 Marina Enterprise Fund (N)**		$291,200					$291,200
		$4,628,695		**$3,719,395**	**$909,300**	**$0**	**$0**	**$0**	**$0**	**$4,628,695**
				Current	New	Future				Total Funding

POWER PROJECTS
Project Summary

Item No.	Finance No.	Project Name	Estimated Project Cost ($)	Funding ($) Identified Funding Available Existing Allocation = (E) New Allocation = (N) Future Allocation = (F)	Current Project Funding ($)	FY 2024-25 ($)	FY 2025-26 ($)	FY 2026-27 ($)	FY 2027-28 ($)2	FY 2028-29 ($)	Total Funding
1	5816	Duct Bank and Vault Replacements	$625,000	$550,000 IE (E) **$75,000 IE (N)**	$550,000	$75,000					$625,000
2	5820	Waterfront Area Reliability	$700,000	$500,000 IE (E) **$125,000 IE (N)** $75,000 IE (F)	$500,000	$125,000	$75,000				$700,000
3	5821	Outage Recovery	$439,453	$160,000 (E) **$40,000 IE (N)** $250,000 IE (F)	$200,000	$50,000	$50,000	$50,000	$50,000	$50,000	$450,000
4	5826	RA Replacement	$180,000	$30,000 IE (E) **$30,000 IE (N)** $120,000 IE (F)	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$180,000
5	5827	Electrical Substation Battery Replacement	$120,000	$20,000 IE (E) **$20,000 IE (N)** $80,000 IE (F)	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$120,000
6	TBD	Water Treatment Plant Alternative Fuel Conversion	$2,160,000	$959,752 Grant (F) $1,200,248 Pittsburg Power (F)	$0	$0	$959,752	$1,200,248			$2,160,000
TOTALS			**$4,224,453**		**$1,300,000**	**$300,000**	**$1,134,752**	**$1,300,248**	**$100,000**	**$100,000**	**$4,235,000**
					Current	New	Future				Total Funding

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 Fifth Amendment to the East Contra Costa Regional Fee and Financing Authority Joint Exercise of Powers Agreement

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The East Contra Costa Regional Fee and Financing Authority (ECCRFFA) supports the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. In addition to adding 18 new projects to the program, the Fifth Amendment of the Joint Exercise of Powers Agreement (Agreement) deprioritizes the James Donlon Extension Project, reallocates those project funds, and elevates the priority of the Pittsburg-Antioch Highway widening project and the West Leland Road extension project.

FISCAL IMPACT

There is no fiscal impact related to the adoption of this resolution. No change to the fee is proposed as part of this action.

RECOMMENDATION

Staff recommends that the City Council adopt the resolution and authorize the City Manager to execute a Fifth Amendment to the ECCRFFA Agreement.

BACKGROUND

On August 9, 1994, Antioch, Brentwood, Pittsburg, and Contra Costa County formed the ECCRFFA, a separate joint powers agency, by entering into the ECCRFFA Agreement that would support the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area.

On October 4, 1999, Resolution 99-9046 approved the First Amendment to the Agreement, adding Oakley as an additional party.

On August 1, 2005, Resolution 05-10348 approved the Second Amendment to the Agreement, which coordinated activities of ECCRFFA and East County Transportation Improvement Authority (ECTIA) and revised the ECCRFFA regional fee schedule.

On August 19, 2013, Resolution 13-12008 approved the Third Amendment to the Agreement, which readmitted Pittsburg after its withdrawal, revised provisions for withdrawal, provided for appointment of ECCRFFA Board members, and provided uniformity of ECCRFFA fees collected by member agencies, among other changes.

On February 16, 2021, Resolution 21-13899 approved the Fourth Amendment to the Agreement, which added 27-Sand Creek Road Extension to Deer Valley Road Project to the list of ECCRFFA projects.

On June 13, 2024, the ECCRFFA Board of Directors adopted Resolution No. 2024/01, which included the adoption of the Fehr & Peers May 2024 East Contra Costa Regional Fee Program Update, adding 18 new projects to the to the ECCRFFA list of projects and also revising the project prioritization provisions established under the Third Amendment.

SUBCOMMITTEE FINDINGS

This item was discussed in the Infrastructure and Transportation Subcommittee meeting on April 25, 2024.

STAFF ANALYSIS

With the execution of a Fifth Amendment, 16-James Donlon Extension (JDE) would no longer be prioritized as a Third Priority project. The funds that have been reserved for the JDE project would be reallocated to and encumbered for 12-Pittsburg-Antioch Highway, which will widen the road to 4 lanes from Loveridge Road to the eastern city limits (up to $38 million) and 18-West Leland Road Extension, which will extend the road as a 4-lane arterial from Santa Teresa Drive to Avila Road (up to $33.5 million).

The 18 new projects include: 24A-Byron Highway Extension; 28-Empire Avenue Widening and Rail Crossing; 29-Laurel Road Extension, 30-Kirker Pass Truck Climbing Lane; 31-Camino Diablo Safety Improvements; 32-Slatten Ranch Road Extension, South Segment; 33-Slatten Ranch Road Extension, North Segment; 34-Viera Avenue Extension; 35-Standard Oil Avenue; 36-Loveridge Road Improvements; 37-Bailey Road Improvements; 38-Lone Tree Way Rail Crossing; 39-SR-4 Operational Improvement Project; 40-SR-4 Integrated Corridor Management; 41-High Capacity Transit from Antioch BART to Brentwood; 42-Brentwood Intermodal; 43-Sellers Avenue Safety Improvements; 44-East Cypress Road Improvements.

The Fifth Amendment would not modify any of the regional transportation demand impact mitigation (RTDIM) fees adopted by Pittsburg City Council Resolution 05-10348 on August 1, 2005, nor does it modify the area within which RTDIM fees are imposed.

If adopted, this resolution would be enacted pursuant to the provisions of City of Pittsburg Municipal Code Chapter 15.102 RTDIM Fee Program.

ATTACHMENTS: Resolution
Fifth Amendment to the Joint Exercise of Powers Agreement
2024 East Contra Costa Regional Fee Program Update

Report Prepared By: Sharon Paz, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Execution of a Fifth	)	
Amendment to the East Contra Costa	)	RESOLUTION NO. 24-
Regional Fee and Financing Authority	)	
Joint Exercise of Powers Agreement	)	

WHEREAS, on August 9, 1994, Antioch, Brentwood, Pittsburg, and Contra Costa County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into the East Contra Costa Regional Fee and Financing Authority Joint Exercise of Powers Agreement (Agreement) that would support the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area; and

WHEREAS, the First Amendment, dated October 4, 1999, by Resolution 99-9046, added Oakley as an additional party; the Second Amendment, dated August 1, 2005, by Resolution 05-10348, coordinated activities of ECCRFFA and East County Transportation Improvement Authority (ECTIA) and revised the ECCRFFA regional fee schedule; the Third Amendment, dated August 19, 2013, by Resolution 13-12008, readmitted Pittsburg after its withdrawal, revised provisions for withdrawal, provided for appointment of ECCRFFA Board members, and provided uniformity of ECCRFFA fees collected by member agencies, among other changes; and the Fourth Amendment, dated February 16, 2021, by Resolution 21-13899, added 27-Sand Creek Road Extension to Deer Valley Road Project; and

WHEREAS, on June 13, 2024, the ECCRFFA Board of Directors adopted Resolution No. 2024/01, which included the adoption of the Fehr & Peers May 2024 East Contra Costa Regional Fee Program Update adding 18 new projects to the to the ECCRFFA list of projects and also revising the project prioritization provisions established under the Third Amendment; and

WHEREAS, the parties to the Agreement seek a Fifth Amendment to add the 18 new projects that will be funded with regional transportation development impact mitigation (RTDIM) fees; and

WHERAS, the new projects include: 24A-Byron Highway Extension; 28-Empire Avenue Widening and Rail Crossing, 29-Laurel Road Extension; 30-Kirker Pass Truck Climbing Lane; 31-Camino Diablo Safety Improvements; 32-Slatten Ranch Road Extension, South Segment; 33-Slatten Ranch Road Extension, North Segment; 34-Viera Avenue Extension; 35-Standard Oil Avenue; 36-Loveridge Road Improvements; 37-Bailey Road Improvements; 38-Lone Tree Way Rail Crossing; 39-SR-4 Operational Improvement Project; 40-SR-4 Integrated Corridor Management; 41-High Capacity Transit from Antioch

BART to Brentwood; 42-Brentwood Intermodal; 43-Sellers Avenue Safety Improvements; 44-East Cypress Road Improvements; and

WHEREAS, the Fifth Amendment would no longer prioritize 16-James Donlon Extension (JDE) project as a Third Priority project, and the funds that have been reserved for the JDE project would be reallocated to and encumbered for 12-Pittsburg-Antioch Highway, which will widen the road to 4 lanes from Loveridge Road to the eastern city limits (up to $38 million), and 18-West Leland Road Extension, which will extend the road as a 4-lane arterial from Santa Teresa Drive to Avila Road (up to $33.5 million); and

WHEREAS, this resolution does not modify any of the RTDIM fees adopted in City Council Resolution 05-10348, nor does it modify the area within which RTDIM fees are imposed; and

WHEREAS, this resolution is enacted pursuant to the provisions of City of Pittsburg Municipal Code Chapter 15.102.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Fifth Amendment to the East Contra Costa Regional Fee and Financing Authority Joint Exercise of Powers Agreement.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FIFTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT FOR EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY

1. EFFECTIVE DATE AND PARTIES

Effective_____, 2024, the CITY OF ANTIOCH, a municipal corporation duly organized and existing under the laws of the State of California ("Antioch"), the CITY OF BRENTWOOD, a municipal corporation duly organized and existing under the laws of the State of California ("Brentwood"), the CITY OF OAKLEY, a municipal corporation duly organized and existing under the laws of the State of California ("Oakley"), the CITY OF PITTSBURG, a municipal corporation duly organized and existing under the laws of the State of California ("Pittsburg"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), as member agencies of the East Contra Costa Regional Fee and Financing Authority, mutually agree as follows:

2. PURPOSE

Effective August 9, 1994, Antioch, Brentwood, Pittsburg, and the County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into a written agreement entitled "EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT" (referred to as the "Agreement"). ECCRFFA was formed to assist in establishing and administering a uniform regional development fee program and in funding and implementing regional road improvement projects in the East County area. The Agreement has previously been amended as follows: a First Amendment, dated October 4, 1999, added Oakley as additional party; a Second Amendment, dated July 11, 2005, coordinated activities of ECCRFFA and East County Transportation Improvement Authority (ECTIA) and revised ECCRFFA regional fee schedule; a Third Amendment dated September 10, 2013, readmitted Pittsburg after its withdrawal, revised provisions for withdrawal, provided for appointment of ECCRFFA Board members, and provided uniformity of ECCRFFA fees collected by member agencies, among other changes; and a Fourth Amendment, dated February 16, 2021, to add the Sand Creek Road Extension to Deer Valley Road project to the list of ECCRFFA projects. Antioch, Brentwood, Oakley, Pittsburg, and the County now desire to enter into this Fifth Amendment to the Agreement, to add 18 new projects to the ECCRFFA list of projects (Attachment 2), to revise the project prioritization provisions that were established under the Third Amendment, and to make other technical changes to the Agreement, as previously amended. Attachment 1 to the Agreement also will be amended to refer to the "April 2024 Final Report, East Contra Costa Regional Fee Program Update," with no change to ECCRFFA's Regional Transportation Development Impact Mitigation ("RTDIM") fees.

3. AMENDMENTS TO AGREEMENT

A. Attachment 1 (2020 Amendment) is replaced in its entirety with Attachment 1 (2024 Amendment) attached to this Fifth Amendment, with no changes to the fees in the RTDIM fee schedule. The fees on the fee schedule reflect the current RTDIM fees inclusive of the 2024 fee increases based on changes in the Construction Cost Index authorized under the Agreement, as previously amended. Other changes included in Attachment 1 make it current and bring it up to date.

B. Attachment 2 (2020 Amendment) is replaced in its entirety with Attachment 2 (2024 Amendment) attached to this Fifth Amendment, to add 18 new projects to ECCRFFA's list of projects.

4. CITY OF PITTSBURG PROJECTS

The Agreement no longer prioritizes the James Donlon Extension project ("JDE Project") as a Third Priority project. The Agreement now includes two new Third Priority projects in Attachment 2, both within Pittsburg. Notwithstanding anything to the contrary in this Agreement, the funds that had been reserved for the JDE Project ("JDE Funds") are reallocated to and encumbered for the ECCRFFA share of the cost of the new Third Priority Projects. .

5. REMAINING PROVISIONS

Subject to the changes made by this Fifth Amendment and all previous amendments, all provisions of the Agreement shall remain in full force and effect. If this Fifth Amendment is determined by a court to be invalid or unenforceable, the Agreement, as previously amended through the Fourth Amendment, shall remain unchanged and in full force and effect.

6. COUNTERPARTS

This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original instrument.

7. SIGNATURES

These signatures attest the parties' agreement to this Fifth Amendment.

[Remainder of page left blank. Signatures on next page.]

CITY OF ANTIOCH

By: _____
Kwame Reed, Acting City Manager

FORM APPROVED:
Thomas Lloyd Smith, City Attorney

By: _____

CITY OF BRENTWOOD

By: _____
Tim Ogden, City Manager

FORM APPROVED:

By: _____
City Attorney

CITY OF OAKLEY

By: _____
Joshua McMurray, City Manager

FORM APPROVED:
Cole Huber, LLP

By: _____
Derek Cole, City Attorney

CITY OF PITTSBURG

By: _____
Garrett Evans, City Manager

FORM APPROVED:
Donna Mooney, City Attorney

By: _____

COUNTY OF CONTRA COSTA

By: _____
Monica Nino, County Administrator

FORM APPROVED:
Thomas L. Geiger, County Counsel

By: _____
Stephen M. Siptroth
Assistant County Counsel

SMS
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Attachment 1 – 2024 Amendment
to
East Contra Costa Regional Fee and Financing Authority
Joint Exercise of Powers Agreement

IMPLEMENTATION OF REGIONAL TRANSPORTATION DEVELOPMENT IMPACT MITIGATION (RTDIM) FEE PROGRAM

A. Imposition of RTDIM Fees by Antioch, Brentwood, Oakley, and County. In order to fund the Program and Projects of the Authority, the parties agree that the following Regional Transportation Development Impact Fees ("RTDIM Fees"), which were originally adopted in 2005, shall continue to be implemented by Antioch, Brentwood, Oakley, and the County (each agency and Pittsburg is sometimes referred to as a "Member Agency" and, together, as the "Member Agencies").

Regional Transportation-Development Impact Mitigation (RTDIM) Fees			
Type of Use	Fee Units	Fee Schedule	
		2005	2024*
Single family residential units, duet homes, and residential condominiums	Per dwelling unit	$15,000	$24,066
Multiple family residential	Per dwelling unit	$9,207.92	$14,773
Commercial	Per square foot of gross floor area	$1.25	$2.35
Office	Per square foot of gross floor area	$1.10	$2.04
Industrial	Per square foot of gross floor area	$1.10	$2.04
Other	Per peak hour trip as determined	$15,000	$28,313

* The 2024 fee schedule reflects fees in effect from January 1, 2024, through December 31, 2024, inclusive of the annual adjustments specified in the Authority's Resolution No. 2005/06. The fees will increase each January 1, in accordance with Section F, below. The figures in parentheses reflect the net residential fee amounts payable after the Authority's fee rebate last approved December 2023, which provides for a rebate applicable to residential fee rates, as further described in Section B, below. ECCRFFA fees for senior housing shall be calculated in accordance with ECCRFFA's "Policy on Reduced Fees for Age-Restricted Senior Housing." ECCRFFA fees for Accessory Dwelling Units (ADUs) shall be calculated in accordance with Government Code section 65852.2 and ECCRFFA's "Policy for Accessory Dwelling Units." ECCRFFA's fees for certain transit-oriented development projects will be calculated in accordance with ECCRFFA's "Fee Reduction Policy for Certain Transit-Oriented Developments" adopted pursuant to Government Code section 66005.1.

The above fee schedule is based on the June 2005 East Contra Costa Regional Fee Program Update (referred to as the "2005 Report") prepared by Fehr & Peers, which has been approved by the Authority's Board. The above fees are unchanged since the fees were last adopted in 2005 and are below the maximum fee rates calculated in the "East Contra Costa Regional Fee Program Update," dated May 2024, prepared by Fehr & Peers ("2024 Report"). The 2005 Report was previously adopted as the governing program of the Authority and is incorporated in this Agreement by reference. The "East Contra Costa Regional Fee Program Update" ("2020 Report") was previously adopted to add the Sand Creek Extension Project to the ECCRFFA project list, with no changes to the RTDIM Fees in the above fee schedule. The 2024 Report was adopted to add 18 additional projects to the ECCRFFA project list, with no changes to the RTDIM Fees in the above schedule. The RTDIM Fees in the above fee schedule are subject to annual adjustment, as provided in Section F, below, and as provided in the fee ordinances and/or resolutions adopted by the Member Agencies. In addition to the listed amounts, each Member Agency may collect and retain an administrative charge up to 1% of the listed amounts.

B. Adoption of Revised RTDIM Fees by the Authority. The Authority established an RTDIM Fee rebate program in 2013. The fee rebate program does not change the RTDIM Fees last adopted in 2005. Rather, the fee rebate program provides a rebate on the amount of the RTDIM Fees that are collected by the Member Agencies. Since 2013, the Authority Board of Directors has approved continuing the fee rebate. The Authority Board last approved to continue an RTDIM Fee rebate on December 14, 2023, when the Authority Board authorized a 15% rebate to all applicants who pay RTDIM Fees for residential uses (*i.e.*, single family residential units, duet homes, residential condominiums, and multi-family residential) during the period from January 1, 2024, through December 31, 2025. The fee rebate program is subject to reevaluation at any time by the Authority Board, and the Authority Board has sole discretion to terminate or modify the fee rebate program.

C. Imposition of PRTDIM Fees by Pittsburg. In order to fund the Program and Projects of the Authority, the Member Agencies agree that the following Pittsburg Regional Transportation Development Impact Fees ("PRTDIM Fees"), which were originally adopted in 2010, shall continue to be implemented by Pittsburg as follows:

Beginning October 10, 2013, Pittsburg shall ensure its commercial, office, and industrial fee rates match the Authority's commercial, office, and industrial fee rates listed in Section A above, including the annual adjustment specified in Section F below.

Should a valid Memorandum of Understanding (MOU) signed prior to September 11, 2010, prevent Pittsburg from collecting commercial, office, or industrial fees at the rates listed above, Pittsburg shall make up the shortfall from its own separate funds and shall forward the full amount to the Authority per the terms of this Agreement.

(1) Beginning September 10, 2013, Pittsburg shall ensure its residential fee rates are collected as follows:

(a) At the same time as the other Authority Members, Pittsburg shall apply fee rebates to match and collect the same net residential fee amounts collected by the other Member Agencies under the ECCRFFA fee rebate program (see Section B, above).

(b) In the event that the Authority approves a revised fee schedule, or a new or revised fee rebate program pursuant to Section D below, at the same time as the other Member Agencies, Pittsburg shall adopt and collect the revised fee schedule, or shall apply the new or revised fee rebates, to match and collect the same net residential fee amounts as the other Member Agencies, including the annual adjustment specified in Section F below.

(c) The residential fees collected by Pittsburg under this Subsection C(1) shall apply uniformly to all development in Pittsburg, except as provided otherwise for MOUs between Pittsburg and developers.

(2) Pittsburg shall defend (with counsel selected by Pittsburg), indemnify, save, and hold harmless the Authority, the other Member Agencies, and their officers, agents, and employees from any litigation, claims, costs, expenses, or liability arising from or in any way related to Pittsburg's fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(1) above. The Authority and the other Member Agencies shall not be required to defend, indemnify, save, or hold harmless Pittsburg under Section B of Attachment 2, or otherwise, for claims related to the Pittsburg fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(1) above.

D. Subsequent Approval of Revised Fee Schedule or New or Revised Fee Rebate Program by the Authority. Between January 1, 2016, and December 31, 2030, the Authority Board may, from time to time, approve revised fee schedules, or new or revised fee rebate programs, which shall be subject to the following limitations unless otherwise approved unanimously by the full Authority Board, with all Board members present:

(1) Any revised residential fees shall not exceed the following maximum rates, subject to the annual adjustment specified in Section F below: Single family residential $16,176/dwelling unit; Multiple family residential $9,934/dwelling unit; Other $16,176/peak hour trip.

(2) Any new or revised residential fee rebates shall result in net residential fee amounts of at least 50% of the maximum rates listed in Subsection D(1) above.

Within 60 days after such approval, each Member Agency (Antioch, Brentwood, Oakley, Pittsburg, and the County) shall consider adopting a fee ordinance or resolution implementing the revised fee schedule, or shall promptly consider applying the new or revised fee rebates. This procedure does not apply to annual fee adjustments, which are automatic and do not require further approval or action.

E. Fees for Uses Not Listed. The fees for uses not listed shall be determined by the Member Agency with land use authority through information generated by appropriate traffic studies conducted in accordance with ITE standards and applicable Authority policies. These traffic studies shall be approved by the Authority Board before the Member Agency imposes the fees.

F. Annual Fee Adjustment. Every January 1, the fee rates listed above, including any maximum fee rates, shall be automatically adjusted by the amount of the increase or decrease in the Engineering News-Record Construction Cost Index for the San Francisco Bay Area for the one-year period ending September 30 of the preceding year.

G. Credit for Construction Costs or Land Acquisition. Subject to the priority order set forth in Section E of Attachment 2, with prior approval of the Authority Board, credit may be granted against the payment of the fee for a usable portion of any Project. The amount of credit shall be limited to the regional component of the Project, as determined by the Authority Board in its sole discretion. Notwithstanding anything to the contrary, no fee credit shall be granted for any lands that are required to be dedicated as specified in Attachment 2, Section B.

H. Fee Collection and Management. Except for approximately $5.5 million of PRTDIM fees used by Pittsburg as described in the last paragraph of Section E of Attachment 2, all fee revenues received or collected by the Member Agencies, together with any separate funds and increased fees to eliminate a shortfall, shall be disbursed monthly by the Member Agencies to the Authority. Fees and other revenues shall be held by the Authority in a general fund account; bond proceeds shall be held in accordance with the applicable indenture and may be invested, consistent with the provisions of the applicable indenture, in accounts such as the

CAMP or LAIF fund. Subject to any provision in an applicable indenture, interest accruing on funds held in such accounts and accrued interest on funds held in the general fund account shall be deemed general funds available for any lawful purpose of the Authority. Unless otherwise agreed by the Member Agencies, the total obligation of each Member Agency shall be the contribution of fees collected by that Member Agency from owners seeking issuance of building permits as provided for in this Section. The obligation to contribute fees to the Authority shall terminate on December 31, 2030 (*i.e.*, the termination date specified in Section 3 of the Agreement).

Attachment 2 – 2024 Amendment
to
East Contra Costa Regional Fee and Financing Authority
Joint Exercise of Powers Agreement

PROJECTS; FUNDING COMMITMENTS AND ELIGIBLE COSTS; IMPLEMENTATION SCHEDULE

A. Current List of Projects. The fees provided for in the above fee schedule shall be used for project development, right-of-way acquisition, and construction for the following regional Projects:

Freeway Improvements		
1	SR 4 Freeway widening	Railroad Avenue to Loveridge Road, widen to 8 lanes
		Loveridge interchange
		Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass)
		Hillcrest interchange expansion
2	SR 4 Bypass Segment 1	Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree
		Phase 2, SR 160 interchange
		Laurel interchange, phase 2
3	SR 4 Bypass Segment 2	Phase 1, 2 lanes
		Phase 2, 4 lanes, Sand Creek Road to Balfour Road
		Widen to 6 lanes, Laurel Road to Sand Creek Road
		Sand Creek interchange and 4 lanes, Laurel to Sand Creek
4	SR 4 Bypass Segment 3	Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector
		Marsh Creek to Vasco, 2 lanes
		Segment 3, widen to 4 lanes
		Balfour interchange
		Marsh Creek interchange
		Vasco interchange
Arterial Improvements		
5	Laurel Road extension	SR4 Bypass to Empire, 6 lanes
6	SR239: Vasco Road – Byron Highway Connector	New 2-lane roadway between Vasco Road and Byron Highway and associated local improvements
7	SR 239	Pre-construction activities for complete corridor (Contra Costa segment): Includes environmental review, design, and right-of-way protection. No construction costs. Excludes elements covered under Project #6.
8	SR 4 (Main St or Brentwood Blvd) widening	Close gaps and create consistent four-lane arterial between Fifth Street and Delta Road in Oakley, and between Chestnut Street and Balfour Road in south Brentwood
9	Balfour Road	Deer Valley to Brentwood city limits, widen to 4 lanes

Arterial Improvements (Continued)

10	Marsh Creek Road/Deer Valley Road Safety Enhancements	Marsh Creek: Walnut Boulevard to Clayton City Limits; Deer Valley: Balfour Road to Marsh Creek Road
11	Route 84/Vasco Road	Widen to 4 lanes to County line
12	Pittsburg-Antioch Highway	Widen to 4 lanes, Auto Center Drive to Loveridge.
13	Ninth and Tenth Streets	Couplet improvements, A St to L St
14	California Avenue	Widen to 4 lanes, Railroad to Loveridge.
15	Willow Pass Road	Widen to 4 lanes, Range to Loftus and Bailey to City Limits
	James Donlon Blvd Extension	New 2- to 4-lane arterial, Somersville to Kirker Pass Road
16	or Buchanan Road Improvements	Improve traffic flow between Railroad Avenue and Somersville Road; improve intersections at Harbor, Loveridge, and Ventura with additional turn lanes; add bike lanes; widen sidewalks to achieve current design standards; install signal interconnect and adaptive signals.
17	West Tregallas/Fitzuren	Widen to 4 lanes, Lone Tree to Buchanan
	West Leland Road	Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road
18	or Evora Road	Willow Pass Rd (Bay Point) to Willow Pass Rd (Concord), widen to 4 lanes
19	Wilbur Avenue	Widen to 4 lanes, Minaker Drive to SR 160
20	Neroly Road	Widen to 4 lanes, Oakley Rd to Laurel Rd
21	Deer Valley Road	Widen to 4 lanes, Sand Creek Road to Balfour Road
22	Walnut Boulevard	Widen to 4 lanes, Brentwood city limits to SR 4 Bypass
23	John Muir Parkway	New Roadway between Balfour Road and Fairview Avenue
24A	Byron Highway	Safety Improvements between SR 4 and Delta Road
27	Sand Creek Road	Extension of 4-lane roadway between SR 4 and Deer Valley Road
24B	Byron Highway Extension	Extend road between Delta Road and Rock Slough Bridge
28	Empire Avenue Widening and Rail Crossing	Construct four-lane arterial and railroad overcrossing, between Wicklow Way and Neroly Road
29	Laurel Road Extension	Extend Laurel Road as a four-lane arterial from Teton Road to Sellers Avenue
30	Kirker Pass Road Truck Climbing Lane	Construct a southbound truck climbing lane along Kirker Pass Road
31	Camino Diablo Safety Improvements	Safety improvements between Vasco Road and Byron Highway
32	Slatten Ranch Road Extension, South Segment	New 4-lane roadway from Wicklow Street to Wild Horse Road
33	Slatten Ranch Road Extension, North Segment	New 4-lane roadway from Wild Horse Road to existing terminus at the Antioch BART station
34	Viera Avenue Extension	New 2-lane roadway from Oakley Road to Slatten Ranch Road
35	Standard Oil Avenue	New 2-lane road from Delta Fair Boulevard to James Donlon Boulevard
36	Loveridge Road Improvements	Widened sidewalks and improved bicycle facilites between SR 4 and Pittsburg-Antioch Highway

Arterial Improvements (Continued)		
37	Bailey Road Improvements	Between Southern City Limits and W Leland Road, add turn lanes, sidewalks, and intersection upgrades.
38	Lone Tree Way Rail Crossing	Union Pacific undercrossing widened from Fairview Avenue to Gann Street
39	SR-4 Operational Improvement Project	Improve operations along SR 4 between 0.3 miles west of the SR 4/SR 242 interchange to the Bailey Road interchange
40	SR-4 Integrated Corridor Management	East County share (i.e., one-half the total cost) of Countywide SR-4 ICM development
41	High Capacity Transit from Antioch BART to Brentwood	Express bus along SR 4 between Antioch and Brentwood
42	Brentwood Intermodal	Park and ride lot south of the Lone Tree Way/SR-4 interchange, adjacent to a future BART station
43	Sellers Avenue Safety Improvements	Upgrade Sellers Avenue to current design standards between Delta Road and Chestnut Road, and between Main Canal and Marsh Creek
44	East Cypress Road Improvements	Construct 4-lane arterial between Jersey Island Road and Bethel Island Road
Regional Transit Projects		
25	East County Express Bus	Planning and design of regional rapid bus program
26	Commuter Rail	eBART extension to Antioch

B. Funding Commitments and Eligible Costs. Program revenues shall be available for necessary Project costs through completion of construction. Subject to prior approval by the Authority Board, Project costs paid from program revenues may include environmental clearance, conceptual engineering, traffic studies, design, right-of-way acquisition, utility relocation, litigation and settlement costs, and costs of construction. The commitment to each Project shall be considered complete when the Project is accepted by the sponsor or sponsors.

The Authority's administrative costs shall not exceed 1% of program revenues. Administrative costs include the development of the JPA as well as the administration of duties included in this Agreement.

Eligible Project costs will be determined by the Authority based on cost guidelines and other criteria to be developed by the Authority. Where the Authority deems it advisable in order to avoid undue burdens on Project sponsors, the Authority may advance fund Project expenses on a monthly, quarterly, or other basis. Project costs otherwise will be reimbursed pursuant to procedures to be determined by the Authority.

Project sponsors, as a condition of Project funding through regional fees, commit to protect Project rights-of-way, by, among other things, requiring dedication of right-of-way as a condition of land use entitlement approval or otherwise, pending Project commencement. Project sponsors further commit not to take actions that could adversely impact the cost of Projects, including, but not limited to, utility location or relocation, public development, and the granting of easements in a proposed right-of-way.

The right-of-way dedication policy for the State Route 4 Bypass is as follows. Properties along or fronting the Projects identified in this Agreement shall be required to dedicate right-of-way up to 110 feet wide as measured from the centerline of the adopted precise alignment with no credit or compensation from the regional fee. Any additional right-of-way in excess of the 110-foot width may be either credited toward the regional fee or compensated. However, in circumstances where the allowable density has been transferred off the right-of-way area, then no compensation or credit will be granted for the right-of-way dedicated. The Authority shall develop policies that will encourage the early dedication of lands that are required under this provision.

Any costs of defense and any liability incurred in connection with implementation of the regional fee proposal shall be borne by the Authority. The Authority agrees to the fullest extent permitted to indemnify and hold harmless the parties to this Agreement from any liability, loss, costs, and claims related to the adoption or implementation of the regional fee program. Fee revenues and any other revenues transferred to the Authority by the parties pursuant to this Agreement may be used for this purpose.

C. Implementation Schedule. Subject to environment clearance, right-of-way acquisition and dedication, utility relocation, and other factors, the timing of which may be beyond the control of the Authority, and subject to the availability of regional fee and other funding sources as may be required, the following implementation guidelines shall apply to Project development:

(i) The parties intend that funding will be provided to support steady progress in construction of the State Route 4 Bypass.

(ii) The Authority shall prepare, adopt, and periodically update a Strategic Plan for implementation of the Projects, reflecting current information on Project costs and schedules, the Project sponsor(s) for the various Projects, the availability of other revenue sources, the pace of fee collection, the schedule for and the costs associated with the sale of bonds to advance funds, and other relevant factors.

D. Indemnification. As a condition of funding for Projects in this Program, Project sponsors shall enter into an agreement with the Authority that shall provide indemnification and insurance coverage for the Authority and the parties to this Agreement during design and construction. The indemnification and insurance shall be subject to approval by the Authority.

E. Project and Funding Priorities. The following priority order shall hereafter apply to funding and implementation of the Authority's regional Projects:

First Priority:
Initial projects and ECCRFFA existing commitments:

(a) SR4 East widening (for project description, see CCTA's Measure J Strategic Plan);
(b) eBART extension to Hillcrest Avenue, which excludes Railroad Avenue station, with ECCRFFA to provide $1.2 million to BART by 12/31/2013 (for project description, see CCTA's Measure J Strategic Plan);
(c) SR4 Bypass projects, including the following:
    (1) SR4/SR160 Connector Ramps (project involves constructing direct connectors between SR4 Bypass and SR160);
    (2) Sand Creek Road Interchange (project includes a partial cloverleaf configuration on west side and a tight diamond on east side);
    (3) Balfour Road Interchange – Phase 1 (project includes partial cloverleafs on both east and west sides and a single bridge over Balfour Road with two-directional traffic);
    (4) 4-Laning between Lone Tree Way and Balfour Road; and
(d) Outstanding ECCRFFA commitments ($13.0 million), consisting of the following:
    (1) Reimburse Contra Costa County Proposition 1B funds – $3.0 million;
    (2) John Muir Parkway – Brentwood: $2.9 million;
    (3) Vasco Road – Alameda County: up to $3.0 million (final amount to be determined based on actual bids received); and
    (4) Old SR4 relinquishment costs: $4.1 million.

Second Priority:
eBART extension beyond Hillcrest Avenue – environmental review for the eBART extension (up to $3.0 million).

Third Priority:
West Leland Road – Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road (up to $33.5 million); and Pittsburg-Antioch Highway – Widen to 4 lanes, Loveridge Road to Eastern City of Pittsburg Limits (up to $38 million). The JDE Funds will be reallocated and encumbered in the strategic plan for the Third Priority Projects and may not be reallocated to any other projects without unanimous approval by a full Authority Board.

Other Projects:
All first and second priority projects have been completed. After the Third Priority Projects are fully funded, the priority and funding for all other ECCRFFA Projects will be determined by the Authority Board through the adoption of its strategic plan.

Pittsburg shall use PRTDIM fees collected between September 7, 2010, and the effective date of the Third Amendment to the Agreement (approximately $5.5 million) as follows: approximately $5.3 million for JDE (i.e., environmental clearance, right-of-way acquisition, and project design) and the Railroad Avenue eBART station; and up to $196,000 for legal fees incurred by Pittsburg in the TRANSPLAN/ECCRFFA lawsuit."

F. Cooperation among ECCRFFA Member Agencies. ECCRFFA and each of its Member Agencies agree to cooperate so as to maximize all regional, state, and federal funding available to complete construction of the Priority Projects, as set forth in Section E above, as soon as reasonably possible, unless the Priority Projects would not compete as well as other candidate projects in East County, due to project readiness or other funding criteria required for project selection. For clarity, the intent is to ensure that the Priority Projects receive priority for available outside funding, while balancing the goal of maximizing funding/delivery of all transportation projects in East County.

Final Report

East Contra Costa Regional Fee Program Update

Prepared for:
East Contra Costa Regional Fee &
Financing Authority

June 2024

1001-1655.03

FEHR PEERS

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1. Introduction

Background

The East Contra Costa Regional Fee and Financing Authority (ECCRFFA or the Authority) is a regional planning agency charged with funding regional transportation improvement projects in eastern Contra Costa County with revenue from the Authority's regional transportation demand impact mitigation (RTDIM) fees. The Authority's jurisdiction includes the eastern portion of the County, including unincorporated areas and the Cities of Antioch, Brentwood, Oakley, and Pittsburg. The Authority's boundaries are shown in **Figure 1**.

The Authority first implemented a transportation development impact fee program in 1994. The fee was calculated to reflect new development's proportional share of the cost of various regional transportation improvements, such as the State Route (SR) 4 Bypass and the widening of SR 4 through Pittsburg and Antioch. The Authority conducted an update of the fee program in 2001 to help fund an expanded list of regional transportation improvements. In the summer of 2005, the Authority completed a comprehensive update of its RTDIM fee program. In June 2005, the ECCRFFA Board approved the *East Contra Costa Regional Fee Program Update Final Report* (the "2005 Report") prepared by Fehr & Peers, and each of the five member jurisdictions adopted an updated set of fees pursuant to that report.

Since that time, the fees have been adjusted annually to reflect changes in construction costs. Beginning in 2008-2009, a fee rebate program was established in response to the economic downturn. The fee rebate has been reduced over time, but the Authority has continued to implement a 15% fee rebate since January 1, 2017. Periodic program assessments have been completed and documented over the past several years to evaluate the progress of the program in funding and delivering projects on the project list. In 2020, the program was updated to include a project that would involve the extension of Sand Creek Road westward to a new intersection with Deer Valley Road in Antioch (documented in a report called *East Contra Costa Regional Fee Program Update Final Report* dated October 2020 and referred to here as the "2020 Report").

Purpose

Since the current project list was defined in the 2005 nexus study and updated in 2020, the member agencies have conducted planning work and defined investment priorities to accommodate the ongoing population and employment growth that continues to occur in East County. The purpose of this report is to evaluate the addition of 18 projects to the ECCRFFA program that have been provided by the member agencies as being recommended through recent East County planning processes, and to determine new development's proportional share of the cost of these additional projects.

Study Area

As shown on **Figure 1**, ECCRFFA's jurisdiction area includes certain unincorporated areas of eastern Contra Costa County, as well as the Cities of Antioch, Brentwood, Oakley, and Pittsburg.

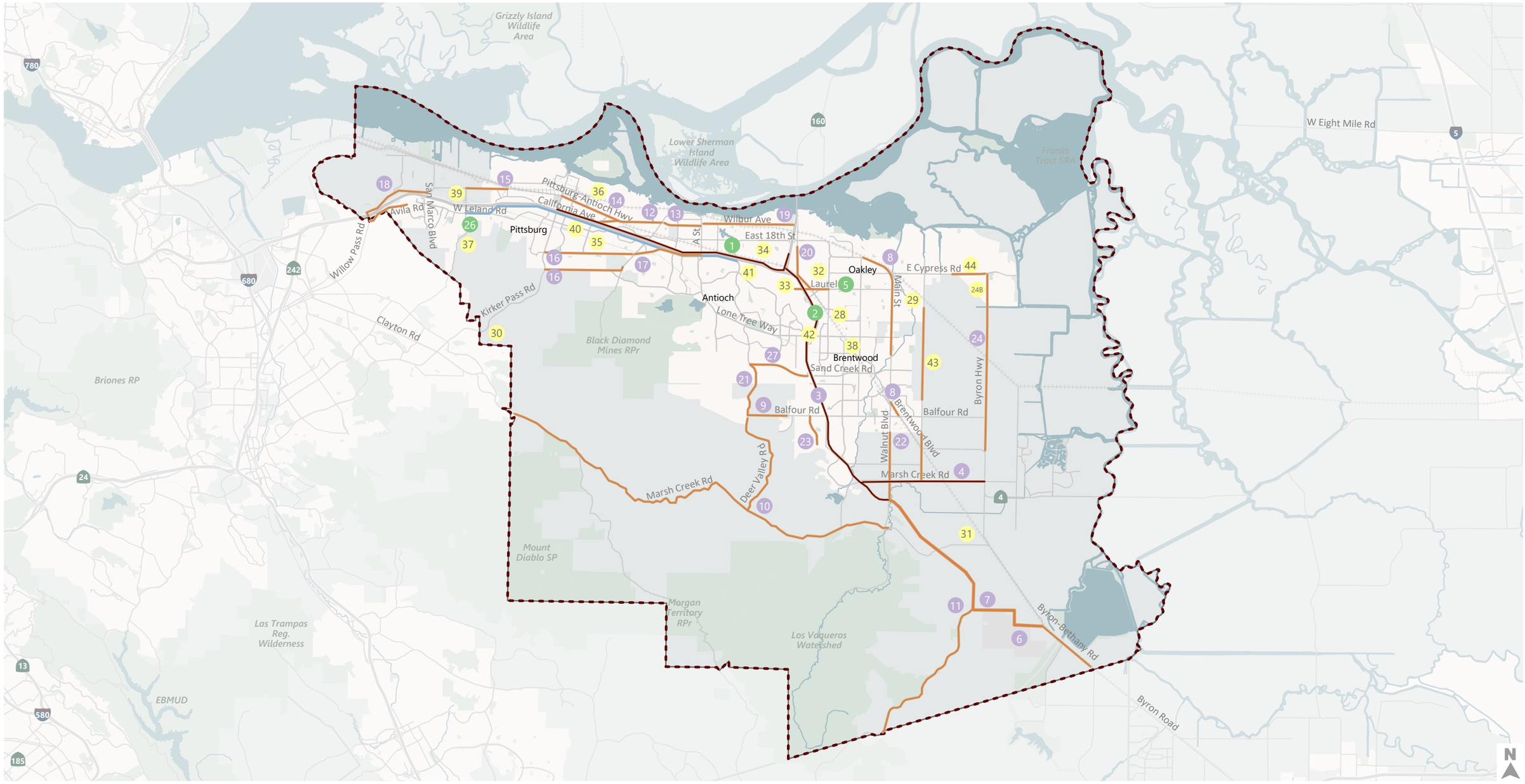
Study Process

This study was developed under the direction of ECCRFFA staff and with input from staff from each of the member agencies. This study follows the same technical methods and procedures as were used in the 2005 and 2020 Reports. The intent is to maintain the existing structure of the ECCRFFA program; therefore, those prior reports remain the best source of detailed information about the nexus analysis for the existing program. The focus of this current analysis is to determine new development's proportional share of the cost of the proposed additional 18 projects, as well as to incorporate updated cost information regarding all the projects on the current ECCRFFA project list.

Organization of the Report

After this introductory section, the report contains four additional sections:

- *Section 2 – Program Information and Project List* describes the background of the fee program, the current fee amounts, and the list of projects proposed to be included in the program.
- *Section 3 – Growth Projections* documents the amount of growth anticipated in East County through the planning horizon that would be subject to the fee.
- *Section 4 – Nexus Analysis and Fee Calculations* describes the results of the nexus analysis for the new projects and calculates the fee amounts using the updated information presented in the report.
- *Section 5 – Summary of Required Program Elements* describes how the information in this report satisfies the requirements of the Mitigation Fee Act (AB 1600).



Other Projects Not Mapped (Location Not Defined)

25 East County Express Bus (Jurisdiction: Tri-Delta Transit)

42 Brentwood Intermodal: Co-sponsored, supported, and/or partially funded by CCTA. (Jurisdiction: Brentwood)

Project Type

- Freeway Improvements
- Arterial Improvements
- Regional Transit Improvements
- East Contra Costa County Fee Boundary

Project Type

- Completed Project
- Planned Project
- Proposed Project

Figure 1

2. Program Information and Project List

The existing ECCRFFA program authorizes ECCRFFA's member agencies to charge RTDIM fees on new development within ECCRFFA's jurisdiction. The current schedule of ECCRFFA fees is shown in **Table 1**.

The existing ECCRFFA program generates RTDIM fee revenue that can be used to fund new development's proportional share of any of the 27 transportation improvement projects listed in the 2020 Report. Those projects include freeway and regional transit improvements as well as projects along major arterial roadways that connect different parts of the East County region. See Figure 1 for a map of the project locations, and **Table 2** contains a description of each project along with its current status and estimated cost.

For those projects that have been completed, the cost shown on Table 2 reflects the actual cost of that project at completion. For projects yet to be completed, the cost shown on Table 2 reflects the estimated cost to complete the project. In many cases, these estimates were drawn from the 2020 Report and indexed to current dollars by applying an annual construction cost index, consistent with the process used to index the ECCRFFA fee amounts each year. In a few cases, the project sponsors were able to provide a more recent cost estimate, which was incorporated into Table 2.

Table 1: Current ECCRFFA Fees (as of January 2024)

Land Use Category	Unit	Fee per Unit	ECCRFFA Fee Rebate	Fee Less ECCRFFA Fee Rebate
Single-Family	DU	$28,313	15%	$24,066
Multi-Family	DU	$17,380	15%	$14,773
Commercial	Sq. Ft.	$2.35		$2.35
Office	Sq. Ft.	$2.04		$2.04
Industrial	Sq. Ft.	$2.04		$2.04
Other	Peak Hour Trip	$28,313		$28,313

Notes: DU = Dwelling Unit. For projects that do not fit in one of the general land use categories above, the fee is assessed on the basis of the number of peak hour vehicle trips estimated to be generated by that project.
Source: Contra Costa County.

Table 2: ECCRFFA Project List, Existing and Proposed

#	Project	Description/Project Limits	Sponsor	Total Cost ($ Million)	Status
Existing Program, Freeway Improvements					
1	SR 4 Freeway widening	*Railroad Avenue to Loveridge Road, widen to 8 lanes*	*CCTA*	*$ 101.0*	*Completed*
		Loveridge interchange	*CCTA*	*$ 157.8*	*Completed*
		Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass)	*CCTA*	*$ 374.7*	*Completed*
		Hillcrest interchange expansion	*CCTA*	*$ 10.0*	*Completed*
2	SR 4 Bypass Segment 1	*Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree*	*Bypass Authority*	*$ 113.7*	*Completed*
		Phase 2, SR 160 interchange	*Bypass Authority*	*$ 50.1*	*Completed*
		Laurel interchange, phase 2	*Bypass Authority*	*$ 1.0*	*Completed*
3	SR 4 Bypass Segment 2	*Phase 1, 2 lanes*	*Bypass Authority*	*$ 33.3*	*Completed*
		Phase 2, 4 lanes, Sand Creek Road to Balfour Road	*Bypass Authority*	*$ 16.0*	*Completed*
		Widen to 6 lanes, Laurel Road to Sand Creek Road	Bypass Authority	$ 39.9	
		Sand Creek interchange and 4 lanes, Laurel to Sand Creek	*Bypass Authority*	*$ 43.8*	*Completed*
4	SR 4 Bypass Segment 3	*Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector*	*Bypass Authority*	*$ 77.8*	*Completed*
		Marsh Creek to Vasco, 2 lanes	*Bypass Authority*	*$ 12.6*	*Completed*
		Segment 3, widen to 4 lanes, and Balfour interchange Phase 2	Bypass Authority	$ 81.1	
		Balfour interchange Phase 1	*Bypass Authority*	*$ 58.0*	*Completed*
		Marsh Creek interchange	Bypass Authority	$ 51.2	
		Vasco interchange	Bypass Authority	$ 42.7	
Existing Program, Arterial Improvements					
5	Laurel Road extension	*SR4 Bypass to Empire, 6 lanes*	*Bypass Authority*	*$ 22.6*	*Completed*
6	SR 239/84 Connector	Vasco Road – Byron Highway Connector[1]	CCTA	$ 161.0	Environmental Phase in Progress
7	SR 239	Corridor study and preliminary design (no construction costs)	CCTA	$ 101.0	Environmental Phase in Progress

Table 2: ECCRFFA Project List, Existing and Proposed

#	Project	Description/Project Limits	Sponsor	Total Cost ($ Million)	Status
8	SR 4 (Main St or Brentwood Blvd) widening	Close gaps and create consistent four-lane arterial between Fifth Street and Delta Road in Oakley, and between Chestnut Street and Balfour Road in south Brentwood	Oakley, Brentwood	$ 24.5	Partially Completed
9	Balfour Road widening	Deer Valley to Brentwood city limits, widen to 4 lanes	County	$ 14.2	
10	Marsh Creek Road/Deer Valley Road Safety Enhancements	Marsh Creek: Walnut Boulevard to Clayton City Limits; Deer Valley: Balfour Road to Marsh Creek Road	County	$ 29.3	
11	Route 84/Vasco Road	Widen to 4 lanes to County line	County	$ 317.0	
12	Pittsburg-Antioch Highway	Widen to 4 lanes, Auto Center Drive to Loveridge	Antioch, Pittsburg	$ 55.9	
13	Ninth and Tenth Streets	Couplet improvements, A St to L St	Antioch	$ 9.6	
14	California Avenue	Widen to 4 lanes, Railroad to Loveridge	Pittsburg	$ 6.6	Partially Completed
15	Willow Pass Road	Widen to 4 lanes, Range to Loftus and Bailey to city limits	Pittsburg, County	$ 14.7	
16	James Donlon Blvd Extension (formerly Buchanan Bypass) or Buchanan Road Improvements	New 2- to 4-lane arterial, Somersville to Kirker Pass Road Improve traffic flow between Railroad Avenue and Somersville Road	Pittsburg	$ 115.6	Design in Progress (for James Donlon Blvd Extension)
17	West Tregallas/Fitzuren	Widen to 4 lanes, Lone Tree to Buchanan	Antioch	$ 53.3	
18	West Leland Road	Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road[2]	Pittsburg	$ 33.4	
	or Evora Road	Willow Pass Rd (BP) to Willow Pass Rd (Concord), widen to 4 lanes	County		
19	Wilbur Avenue	Widen to 4 lanes, Minaker Drive to SR 160	Antioch, County	$ 42.7	
20	Neroly Road	Widen to 4 lanes, Oakley Rd to Laurel Rd	Oakley	$ 10.6	
21	Deer Valley Road	Widen to 4 lanes, Sand Creek Road to Balfour Road	Antioch, County	$ 31.2	
22	Walnut Boulevard	Widen to 4 lanes, Brentwood city limits to SR 4 Bypass	County	$ 29.5	

Table 2: ECCRFFA Project List, Existing and Proposed

#	Project	Description/Project Limits	Sponsor	Total Cost ($ Million)	Status
23	John Muir Parkway	*New Roadway between Balfour Road and Fairview Avenue*	*Brentwood*	*$ 17.7*	*ECCRFFA commitment completed*
24	Byron Highway	Safety Improvements between Delta Road and SR 4	County	$ 20.0	
27	Sand Creek Road	Extension of 4-lane roadway between SR 4 and Deer Valley Road	Antioch	$ 38.2	
Existing Program, Regional Transit Projects					
25	East County Express Bus	Planning and design of regional rapid bus program	Tri-Delta Transit	$ 9.1	
26	Commuter Rail	*eBART extension to Antioch*	*CCTA*	*$ 513.0*	*Completed*
Proposed Projects for Updated Program					
24B	Byron Highway Extension	Extend road between Delta Road and Rock Slough Bridge	Oakley	$ 26.6	
28	Empire Avenue Widening and Rail Crossing	Construct four-lane arterial and railroad overcrossing, between Wicklow Way and Neroly Road	Oakley	$ 45.5	
29	Laurel Road Extension	Extend Laurel Road as a four-lane arterial from Teton Road to Sellers Avenue	Oakley	$ 42.0	
30	Kirker Pass Road Truck Climbing Lane	Construct a southbound truck climbing lane along Kirker Pass Road	County	$ 38.6	
31	Camino Diablo Safety Improvements	Safety improvements between Vasco Road and Byron Highway	County, CCTA	$ 7.4	
32	Slatten Ranch Road Extension, South Segment	New 4-lane roadway from Wicklow Street to Wild Horse Road	Antioch	$ 28.0	
33	Slatten Ranch Road Extension, North Segment	New 4-lane roadway from Wild Horse Road to existing terminus at the Antioch BART station	Antioch	$ 17.3	
34	Viera Avenue Extension	New 2-lane roadway from Oakley Road to Slatten Ranch Road	Antioch	$ 10.9	
35	Standard Oil Avenue	New 2-lane road from Delta Fair Boulevard to James Donlon Boulevard	Pittsburg	$ 16.6	
36	Loveridge Road Improvements	Widened sidewalks and improved bicycle facilities between SR 4 and Pittsburg-Antioch Highway	Pittsburg	$ 3.0	

Table 2: ECCRFFA Project List, Existing and Proposed

#	Project	Description/Project Limits	Sponsor	Total Cost ($ Million)	Status
37	Bailey Road Improvements	Between Southern City Limits and West Leland Road, add turn lanes, sidewalks, and intersection upgrades	Pittsburg	$ 62.1	
38	Lone Tree Way Rail Crossing	Union Pacific undercrossing widened from Fairview Avenue to Gann Street	Brentwood	$ 32.8	
39	SR-4 Operational Improvement Project	Improve operations along SR 4 between 0.3 miles west of the SR 4/SR 242 interchange to the Bailey Road interchange.	CCTA	$ 177.0	Environmental Phase in Progress
40	SR-4 Integrated Corridor Management	East County share (i.e., one-half the total cost) of Countywide SR-4 ICM development.	CCTA	$ 10.0	Concept of Operations in Progress
41	High-Capacity Transit from Antioch BART to Brentwood	Express bus along SR 4 between Antioch and Brentwood	CCTA	$ 14.1	
42	Brentwood Intermodal	Park and ride lot south of the Lone Tree Way/SR-4 interchange, adjacent to a future BART station	Brentwood	$ 11.6	
43	Sellers Avenue Safety Improvements	Upgrade Sellers Avenue to current design standards between Delta Road and Chestnut Road, and between Main Canal and Marsh Creek Road	County	$ 27.2	
44	East Cypress Rd Improvement	Construction of East Cypress Road as a 4-lane arterial on a new alignment between Jersey Island Rd and Bethel Island Rd, with the existing East Cypress Rd alignment preserved for local access	Oakley	$20.0	
SUM				**$ 3,526.0**	

Notes:

1. In the 2005 Report, the description of project #6 was "Armstrong Road Extension, 2 lanes (formerly Byron Airport Road). Since the 2005 Report was completed, further environmental and preliminary design work has been conducted on this project and the SR 239/84 Connector has now been named the "Vasco Road – Byron Highway Connector", so for clarity and to reflect current conditions that is the terminology that is now being used for Project #6.
2. In the 2005 Report, the description of project #18 was to "Extend West Leland Road from San Marco to Avila Road". Since the 2005 Report was completed, a portion of the West Leland Road extension has been constructed and West Leland now terminates at Santa Teresa Drive. Therefore, for clarity and to reflect current conditions, the description of project #18 is now shown as Extend West Leland from Santa Teresa Drive to Avila Road.

Source: ECCRFFA, CCTA, Contra Costa County, Cities of Antioch, Brentwood, Oakley, and Pittsburg.



3. Growth Projections

An important element of every fee calculation is the estimate of future growth in the fee area. As part of this update, the current land use files available from the Contra Costa Transportation Authority (CCTA) travel demand model were reviewed. These files contain projections of the amount of residential and employment growth that is anticipated to occur in East County. CCTA completed an update of the travel model and developed a new set of land use files that reflect the totals from the Association of Bay Area Governments (ABAG) Projections 2017 publication, which is the most current set of regional growth projections available for the CCTA travel model.

The first step in the process was to identify which of the model's traffic analysis zones (TAZs) are within ECCRFFA's jurisdiction. The ECCRFFA jurisdictional boundary was available as a GIS file and was overlaid with the CCTA TAZ structure to identify the TAZs that are located within ECCRFFA's jurisdiction. For those TAZs that are only partially within ECCRFFA's jurisdiction, the TAZ was included in the calculation only if more than 50% of the TAZ land area was within ECCRFFA's jurisdiction.

The next step was to tabulate the total amount of households and employment in the ECCRFFA TAZs, as shown in **Table 3**. The year 2023 is used as the baseline and the year 2040 is the horizon year. The employment categories shown are those that have historically been used in prior nexus studies for the ECCRFFA program and are used here for consistency with the existing fee program. **Table 4** shows a summary of these growth projections for East County.

Table 3: Projected Land Use in East County

Jurisdiction	Year 2023[1]					Year 2040				
	Employment			Residential Units		Employment			Residential Units	
	Service	Retail	Other	Single Family	Multi-family	Service	Retail	Other	Single Family	Multi-family
Antioch	6,285	8,135	8,431	28,534	7,791	7,587	9,923	10,280	31,808	10,425
Brentwood	2,271	2,949	3,239	16,236	1,981	2,901	3,321	3,833	20,037	2,555
Oakley	1,244	1,416	2,004	10,861	2,277	1,944	1,762	2,494	13,411	3,836
Pittsburg	4,490	4,650	7,563	15,230	7,717	5,952	5,660	8,129	18,953	11,557
Unincorporated East County	1,548	3,140	5,409	16,252	3,640	2,798	3,643	4,815	18,657	4,685
Total East County	**15,838**	**20,290**	**26,646**	**87,113**	**23,406**	**21,182**	**24,309**	**29,551**	**102,866**	**33,058**

[1]2023 land use was derived by a linear interpolation between the 2020 and 2040 land use data provided by CCTA in March 2019.
Note: Relationship between land use categories in the model and the fee program were assumed to be: Retail=Commercial; Service=Office; and Other=Industrial, Manufacturing, Agriculture and other land use categories included in the CCTA model.
Source: ECCRFFA, CCTA, Fehr & Peers.

Table 4: East County Growth Projections Summary

Land Use Type	2023 Base Year	2040 Projection	Growth	Percentage Growth
Population	358,182	421,603	63,421	18%
Residential Units	110,519	135,924	25,405	23%
Employment	62,774	75,042	12,268	20%
Service Population[1]	420,956	496,645	75,689	18%

1: Service population is defined as the sum of residents and employees.
Source: ECCRFFA, CCTA, Fehr & Peers

Dwelling Unit Equivalent Factors

It is common in many fee programs to convert the projected growth into a standard unit of measurement called the dwelling unit equivalent (DUE), in order to account for the fact that different types of development have different travel characteristics. The factors used to convert the future land use numbers into DUEs are shown in **Table 5**. These factors have been developed following the same structure established in the 2005 and 2020 Reports; the values in each column have been updated to reflect the most current data available. These DUE conversion factors involve the following elements: land use-specific PM peak hour trip rates from *ITE Trip Generation*, 11th Edition; estimates of the percent new trips from SANDAG *Brief Guide of Vehicular Traffic Generation Rates* (2002); and average trip lengths from the 2012 California Household Travel Survey for census tracts within ECCRFFA's jurisdiction.

Table 5: DUE Conversion Factors

Land Use Category	Unit	PM Peak Trip Rate[1]	% New Trips[2]	Average Trip Length (miles)[3]	PM Peak VMT per Unit[4]	DUE per Unit[5]
Housing						
Single Family [a]	Dwelling Unit	0.94	100	7.8	7.3	1.00
Multi-Family [b]	Dwelling Unit	0.51	100	7.8	4.0	0.54
Employment						
Commercial [c]	1,000 square feet	3.40	45	6.0	9.1	1.25
Office [d]	1,000 square feet	1.44	75	13.8	14.9	2.03
Industrial [e]	1,000 square feet	0.65	80	13.8	7.2	0.98

1. The average PM peak hour (between 4 and 6 PM) trip rate was taken from the ITE *Trip Generation Manual*, 11th Edition, for the following land use codes:
    a. Single Family Detached - Code 210
    b. Multifamily Housing (Low Rise) - Code 220
    c. Shopping Center - Code 820
    d. General Office - Code 710
    e. General Light Industrial - Code 110
2. Taken from the SANDAG Brief Guide of Vehicular Traffic Generation Rates, April 2002.
3. Average trip lengths for the East County area as derived from 2012 California Household Travel Survey Data. For single family and multifamily housing, used travel survey data for all home-based trip purposes. For commercial uses, used data for home-based shopping purpose. For office and industrial uses, used data for all work-related trips.
4. Calculated as: PM Peak Trip Rate * % New Trips * Average Trip Length.
5. DUE per Unit is calculated by normalizing the PM Peak VMT for each category such that the single-family residential category is assigned a DUE of 1.00. This is accomplished by dividing the PM Peak VMT for each category by the PM Peak VMT of the single-family residential category. So, for example, the DUE per Unit for the Multi-family category is calculated as 4.0 / 7.3 = 0.54.

Source: ECCRFFA, Fehr & Peers.

Projected Growth in East County

Forecasted growth in East Contra Costa County is shown in **Table 6** in absolute numbers of new jobs and residential units, and then those numbers are converted to DUEs. The total number of new DUEs projected in the 17 years from 2023 to 2040 is 27,935. As a point of comparison, in the 2005 Report the amount of growth projected over the 20-year period from 2005 to 2025 was approximately 42,000 DUEs. This result is an indication that the East County area is moving closer to a build-out condition, as the amount of future growth begins to moderate.

Table 6: Forecasted Growth in East Contra Costa County (2023 to 2040)

Jurisdiction	Estimated Growth (2023 to 2040)					Estimated Growth in DUEs (2023 to 2040)					Total DUEs
	Employment			Residential Units		Employment DUEs			Residential DUEs		
	Retail	Service	Other	Single Family	Multi-family[4]	Office[1]	Commercial[2]	Industrial[3]	Single Family	Multi-family[4]	
Antioch	1,302	1,788	1,849	3,274	2,634	811	999	724	3,274	1,429	7,237
Brentwood	630	372	594	3,801	574	393	208	232	3,801	311	4,945
Oakley	700	346	490	2,550	1,559	436	193	192	2,550	846	4,217
Pittsburg	1,462	1,010	566	3,723	3,840	911	564	221	3,723	2,083	7,503
Unincorporated East County	1,250	503	0	2,405	1,045	779	281	0	2,405	567	4,032
Total East County	**5,344**	**4,019**	**3,499**	**15,753**	**9,652**	**3,330**	**2,246**	**1,369**	**15,753**	**5,237**	**27,935**

Relationship between land use categories in the model and the fee program were assumed to be: Retail=Commercial; Service=Office; and Other=Industrial, Manufacturing, Agriculture and other land use categories included in the CCTA model.

1. Office DUE conversion assumes 275 square feet per employee and a DUE per thousand square feet of 2.03. DUE = EMP * 0.275 * 2.03
2. Commercial DUE conversion assumes 500 square feet per employee and a DUE per thousand square feet of 1.25. DUE = EMP * 0.500 * 1.25
3. Industrial DUE conversion assumes 400 square feet per employee and a DUE per thousand square feet of 0.98. DUE = EMP * 0.400 * 0.98
4. The multifamily units were multiplied by a DUE of 0.54.

Source: ECCRFFA, Fehr & Peers.

4. Nexus Analysis and Fee Calculations

Existing Deficiencies

One of the key functions of a fee program is to charge fees to new development in order to fund new development's proportional share of transportation improvements needed to serve the demand and impacts generated by that new development. The purpose of an impact fee is not to correct existing deficiencies, which should be funded through other revenue sources. Therefore, in order to add the 18 proposed projects to the program, it is necessary to determine whether there are existing deficiencies in the roadway network that may be related to or affected by those proposed projects.

The *East County Action Plan for Routes of Regional Significance* report (the most recent version was prepared in 2023 and is available at https://ccta.net/wp-content/uploads/2023/03/Draft-East-County-Action-Plan_03-13-23.pdf) has been used to identify potential deficiencies across the facilities affected by the proposed new projects. This report designates routes of regional significance throughout East Contra Costa County and sets performance measures, or Regional Transportation Objectives (RTOs), for each one.

Of the 18 proposed additional projects, 13 are located on a roadway identified as a Route of Regional Significance. Based on the RTO values presented for each facility in the report, only one of these facilities, State Route 4 (SR-4), does not currently meet its RTO. More specifically, for the RTO called Buffer Index, which measures the variability in travel time, the target was set at 0.5 and the observed value for SR-4 in the eastbound direction during the PM peak was measured at 0.75, thus exceeding the target. Proposed projects #39 and #40 are located along SR-4, and an existing deficiency reduction of 50% was applied to these projects' cost before including them in the fee calculations.

Proportional Cost Allocation

As described previously, the purpose of this study is to evaluate the incorporation of the proposed 18 new projects into the ECCRFFA fee program. As such, the focus here is on defining the proportion of the costs of these projects that could be included in the program. No changes are being made to the cost proportions included in the program for any of the projects that are already part of the existing ECCRFFA fee program. **Table 7** includes the total cost of each project, as well as the portion of that cost that is considered eligible for inclusion in the fee program, sometimes referred to as the "nexus percentage".

Projects in Existing Program

For all of the projects currently in the existing ECCRFFA program, the nexus percentages have been taken directly from the 2005 and 2020 Reports. For most projects, the nexus percentage is 100% based on the conclusions from the 2005 Report. There are a few exceptions, as follows:

- Projects that address existing deficiencies (Project #16 Buchanan Bypass/James Donlon Blvd Extension): The cost share attributed to new traffic is included in the fee program. In the case of Project #16, that percentage was determined to be 68% in the 2005 Report.
- Projects that involve transit or safety enhancements (Project #10 Marsh Creek/Deer Valley Rd safety enhancements, #24 Byron Highway safety enhancements, #25 East County Express Bus): The cost share proportional to new development's share of total future population is included in the fee program. At the time of the 2005 Report, that value was 33%.
- Projects that are designed to serve both local access to adjacent development areas and regional travel demand (Project #27 Sand Creek Road extension): The Sand Creek Road extension would be a four-lane road that will serve as local access for the planned development areas in southern Antioch located on either side of Sand Creek Road, and would also fill a gap in east-west connectivity for regional travel needs between Antioch, Brentwood, and surrounding communities. The cost of constructing the project elements needed to serve local access are excluded from the fee program, and the remaining project costs that are regional in nature are included. In the case of Project #27, the regional project elements included the center median and one lane of travel in either direction, while the local portion included all other cost elements (one lane in either direction, retaining walls, landscaping, most grading and utilities); the regional percentage was determined to be 31% in the 2020 Report.

Proposed New Projects

For the proposed new projects, the nexus percentages have been determined based on similar considerations as were applied to the existing projects.

- Projects that address existing deficiencies (Project #39 SR-4 Operational Improvement Project, and #40 SR-4 Integrated Corridor Management): As described above, these projects have been identified as being located on a facility with an existing deficiency and have been assigned a percentage of 50%.
- Projects that involve transit or safety enhancements (Project #31 Camino Diablo safety improvements, #36 Loveridge Road improvements, #41 High-capacity Transit from Antioch to Brentwood, #42 Brentwood Intermodal, and #43 Sellers Avenue safety improvements): The cost share proportional to new development's share of total future population is included in the fee program. Because these projects are being newly added to the program, the share of total future population must be calculated based on current data about existing population and projections of future growth. Per the 2023-2040 growth projections shown in Table 4, that value is 18%.
- Projects that are designed to serve both local access to adjacent development areas and regional travel demand (Project #24B Byron Highway extension, #28 Empire Avenue widening and rail crossing, #29 Laurel Road extension, #32 Slatten Ranch Road extension (South segment), #33 Slatten Ranch Road extension (North segment), and #34 Viera Avenue extension): The projects listed here are similar to Project #27, Sand Creek Road extension, in that these projects propose to construct a four-lane roadway that will provide local access to adjacent planned development areas and would also serve regional travel between East County communities. The cost of

constructing the project elements needed to serve local access needs should be excluded from the fee program, and the remaining project costs that are regional in nature should be included. These projects do not have sufficiently detailed cost estimates to identify the precise costs of each element and separate them between local and regional components; however, the basic elements of these projects are anticipated to be very similar to the elements of Project #27, Sand Creek Road extension, in that the project elements that serve regional needs will include a center median and one lane of travel in either direction, while the project elements that serve local needs will be one travel lane in either direction, retaining walls, landscaping, most grading and utilities. Therefore, the regional nexus percentage of 31% determined in the 2020 Report for Project #27, Sand Creek Road extension, has been applied here.

- All other new projects (Project #30 Kirker Pass and South Hess Road, #35 Standard Oil Avenue, #37 Bailey Road, #38 Lone Tree Way, #44 East Cypress Road): The nexus percentage for these projects was determined by applying the CCTA travel demand model for the year 2040 and using a "select link" procedure to track the usage of each facility by travelers making regional trips in East County. A "regional" trip is defined as a trip that begins and/or ends within East County and that crosses at least one jurisdictional boundary. For instance, a trip between Oakley and Pittsburg, or a trip between Antioch and Walnut Creek, or a trip between Brentwood and Livermore, are all examples of "regional" trips. The percentage of regional trips is different for each of these five project locations but is always greater than 80%, which indicates that these facilities are primarily used for regional travel.

Table 7: Projects and Fee Contribution Amounts

#	Project	Description/ Project Limits	Sponsor	Total Cost ($ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution ($ million)
Existing Program, Freeway Improvements						
1	SR 4 Freeway widening	*Railroad Avenue to Loveridge Road, widen to 8 lanes*	*CCTA*	*$ 101.0*		
		Loveridge interchange	*CCTA*	*$ 157.8*		
		Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass)	*CCTA*	*$ 374.7*		
		Hillcrest interchange expansion	*CCTA*	*$ 10.0*		
2	SR 4 Bypass Segment 1	*Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree*	*Bypass Authority*	*$ 113.7*		
		Phase 2, SR 160 interchange	*Bypass Authority*	*$ 50.1*		
		Laurel interchange, phase 2	*Bypass Authority*	*$ 1.0*		
3	SR 4 Bypass Segment 2	*Phase 1, 2 lanes*	*Bypass Authority*	*$ 33.3*		

#	Project	Description/ Project Limits	Sponsor	Total Cost ($ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution ($ million)
		Phase 2, 4 lanes, Sand Creek Road to Balfour Road	*Bypass Authority*	*$ 16.0*		
		Widen to 6 lanes, Laurel Road to Sand Creek Road	Bypass Authority	$ 39.9	100%	$ 39.9
		Sand Creek interchange and 4 lanes, Laurel to Sand Creek	*Bypass Authority*	*$ 43.8*		
4	SR 4 Bypass Segment 3	*Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector*	*Bypass Authority*	*$ 77.8*		
		Marsh Creek to Vasco, 2 lanes	*Bypass Authority*	*$ 12.6*		
		Segment 3, widen to 4 lanes, and Balfour interchange Phase 2	Bypass Authority	$ 81.1	100%	$ 81.1
		Balfour interchange Phase 1	*Bypass Authority*	*$ 58.0*		
		Marsh Creek interchange	Bypass Authority	$ 51.2	100%	$ 51.2
		Vasco interchange	Bypass Authority	$ 42.7	100%	$ 42.7
Existing Program, Arterial Improvements						
5	Laurel Road extension	*SR4 Bypass to Empire, 6 lanes*	*Bypass Authority*	*$ 22.6*		
6	SR 239/84 Connector	Vasco Road – Byron Highway Connector	CCTA	$ 161.0	100%	$ 161.0
7	SR 239	Corridor study and preliminary design (no construction costs)	CCTA	$ 101.0	100%	$ 101.0
8	SR 4 (Main St or Brentwood Blvd) widening	Close gaps and create consistent four-lane arterial between Fifth Street and Delta Road in Oakley, and between Chestnut Street and Balfour Road in south Brentwood	Oakley, Brentwood	$ 24.5	100%	$ 24.5
9	Balfour Road widening	Deer Valley to Brentwood city limits, widen to 4 lanes	County	$ 14.2	100%	$ 14.2
10	Marsh Creek Road/Deer Valley Road Safety Enhancements	Marsh Creek: Walnut Boulevard to Clayton City Limits; Deer Valley: Balfour Road to Marsh Creek Road	County	$ 29.3	33%	$ 9.7

#	Project	Description/ Project Limits	Sponsor	Total Cost ($ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution ($ million)
11	Route 84/Vasco Road	Widen to 4 lanes to County line	County	$ 317.0	100%	$ 317.0
12	Pittsburg-Antioch Highway	Widen to 4 lanes, Auto Center Drive to Loveridge	Antioch, Pittsburg	$ 55.9	100%	$ 55.9
13	Ninth and Tenth Streets	Couplet improvements, A St to L St	Antioch	$ 9.6	100%	$ 9.6
14	California Avenue	Widen to 4 lanes, Railroad to Loveridge	Pittsburg	$ 6.6	100%	$ 6.6
15	Willow Pass Road	Widen to 4 lanes, Range to Loftus and Bailey to city limits	Pittsburg, County	$ 14.7	100%	$ 14.7
16	James Donlon Blvd Extension (formerly Buchanan Bypass) or Buchanan Road Improvements	New 2- to 4-lane arterial, Somersville to Kirker Pass Road Improve traffic flow between Railroad Avenue and Somersville Road	Pittsburg	$ 115.6	68%	$ 78.6
17	West Tregallas/Fitzuren	Widen to 4 lanes, Lone Tree to Buchanan	Antioch	$ 53.3	100%	$ 53.3
18	West Leland Road	Extend as a 4-lane arterial, Santa Teresa Drive to Avila Road	Pittsburg	$ 33.4	100%	$ 33.4
	or Evora Road	Willow Pass Rd (BP) to Willow Pass Rd (Concord), widen to 4 lanes	County			
19	Wilbur Avenue	Widen to 4 lanes, Minaker Drive to SR 160	Antioch, County	$ 42.7	100%	$ 42.7
20	Neroly Road	Widen to 4 lanes, Oakley Rd to Laurel Rd	Oakley	$ 10.6	100%	$ 10.6
21	Deer Valley Road	Widen to 4 lanes, Sand Creek Road to Balfour Road	Antioch, County	$ 31.2	100%	$ 31.2
22	Walnut Boulevard	Widen to 4 lanes, Brentwood city limits to SR 4 Bypass	County	$ 29.5	100%	$ 29.5
23	John Muir Parkway	*New Roadway between Balfour Road and Fairview Avenue*	*Brentwood*	*$ 17.7*		
24	Byron Highway	Safety Improvements between Delta Road and SR 4	County	$ 20.0	33%	$ 6.7
27	Sand Creek Road	Extension of 4-lane roadway between SR 4 and Deer Valley Road	Antioch	$ 38.1	31%	$ 11.8

#	Project	Description/ Project Limits	Sponsor	Total Cost ($ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution ($ million)
Existing Program, Regional Transit Projects						
25	East County Express Bus	Planning and design of regional rapid bus program	Tri-Delta Transit	$ 9.1	33%	$ 3.0
26	Commuter Rail	*eBART extension to Antioch*	*CCTA*	*$ 513.0*		
Proposed Projects for Updated Program						
24B	Byron Highway Extension	Extend road between Delta Road and Rock Slough Bridge	Oakley	$ 26.6	31%	$ 8.3
28	Empire Avenue Widening and Rail Crossing	Construct four-lane arterial and railroad overcrossing, between Wicklow Way and Neroly Road	Oakley	$ 45.5	31%	$ 14.1
29	Laurel Road Extension	Extend Laurel Road as a four-lane arterial from Teton Road to Sellers Avenue	Oakley	$ 42.0	31%	$ 13.0
30	Kirker Pass Road Truck Climbing Lane	Construct a southbound truck climbing lane along Kirker Pass Road	County	$ 38.6	96%	$ 37.1
31	Camino Diablo Safety Improvements	Safety improvements between Vasco Road and Byron Highway	County, CCTA	$ 7.4	18%	$ 1.3
32	Slatten Ranch Road Extension, South Segment	New 4-lane roadway from Wicklow Street to Wild Horse Road	Antioch	$ 28.0	31%	$ 8.7
33	Slatten Ranch Road Extension, North Segment	New 4-lane roadway from Wild Horse Road to existing terminus at the Antioch BART station	Antioch	$ 17.3	31%	$ 5.4
34	Viera Avenue Extension	New 2-lane roadway from Oakley Road to Slatten Ranch Road	Antioch	$ 10.9	31%	$ 3.4
35	Standard Oil Avenue	New 2-lane road from Delta Fair Boulevard to James Donlon Boulevard	Pittsburg	$ 16.6	100%	$ 16.6
36	Loveridge Road Improvements	Widened sidewalks and improved bicycle facilities between SR 4 and Pittsburg-Antioch Highway	Pittsburg	$ 3.0	18%	$ 0.5
37	Bailey Road Improvements	Between Southern City Limits and West Leland Road, add turn lanes, sidewalks, and intersection upgrades	Pittsburg	$ 62.1	97%	$ 60.2

#	Project	Description/ Project Limits	Sponsor	Total Cost ($ Million)	% Eligible for Future Fee Contribution	Future Potential Fee Contribution ($ million)
38	Lone Tree Way Rail Crossing	Union Pacific undercrossing widened from Fairview Avenue to Gann Street	Brentwood	$ 32.8	82%	$ 26.9
39	SR-4 Operational Improvement Project	Improve operations along SR 4 between 0.3 miles west of the SR 4/SR 242 interchange to the Bailey Road interchange.	CCTA	$ 177.0	50%	$ 88.5
40	SR-4 Integrated Corridor Management	East County share (i.e., one-half the total cost) of Countywide SR-4 ICM development.	CCTA	$ 10.0	50%	$ 5.0
41	High-Capacity Transit from Antioch BART to Brentwood	Express bus along SR 4 between Antioch and Brentwood	CCTA	$ 14.1	18%	$ 2.5
42	Brentwood Intermodal	Park and ride lot south of the Lone Tree Way/SR-4 interchange, adjacent to a future BART station	Brentwood	$ 11.6	18%	$ 2.1
43	Sellers Avenue Safety Improvements	Upgrade Sellers Avenue to current design standards between Delta Road and Chestnut Road, and between Main Canal and Marsh Creek Road	County	$ 27.2	18%	$ 4.9
44	East Cypress Rd Improvement	Construction of East Cypress Road as a 4-lane arterial along a new alignment between Jersey Island Rd and Bethel Island Rd, with the existing East Cypress Rd alignment preserved for local access	Oakley	$20.0	96%	$ 19.3
SUM				**$ 3,526.0**		**$ 1,547,8**

Notes: Projects shown in *italics* have been completed, so no future fee contributions are anticipated.
Source: ECCRFFA.

Fee Calculations and Application

Table 8 displays the calculated maximum impact fees based on this nexus analysis. These fees have been calculated based on the complete list of projects as shown in **Table 7**. The total potential future fee contribution toward all the projects shown in Table 7 ($1,547,8 million) has been divided by the total

number of future Dwelling Unit Equivalents (DUEs) expected in East County as shown in Table 6 (27,935 DUEs), to calculate the resulting maximum fee per DUE of $55,406. These calculations represent new development's proportional share of the cost of both the existing ECCRFFA projects that are yet to be completed and the proposed new projects, as determined by this study.

The new maximum fees shown here are substantially higher than the current ECCRFFA fees as were shown in Table 1. This outcome is similar to prior ECCRFFA nexus studies, in that the ECCRFFA Board has typically chosen to impose fees at a level lower than the maximum fees calculated through a nexus analysis. The ECCRFFA program has not generally been intended to serve as the sole source of funding for the projects within the program, but rather as one of several funding sources that can be combined to deliver projects.

The ECCRFFA Board periodically prepares and adopts a strategic transportation improvement plan that defines the priorities for expenditure of ECCRFFA funds over the upcoming five-year period. This strategic plan takes into account other sources of funds that may become available for each project. One potential source of funds for some projects is the local transportation impact fee established by the local agency; in some cases, elements of a project listed in Table 2 may also appear in a local agency's fee program. If such a project becomes a priority for ECCRFFA funds as reflected in the ECCRFFA strategic transportation improvement plan, then there is coordination between ECCRFFA and the local agency to ensure that the two programs are being applied in a complementary fashion, which may necessitate adjustments to the local fee program.

Table 8: New Maximum Fee Calculations

Land Use Category	New Maximum Fee
Single-Family Residential (dwelling unit)	$55,406
Multi-Family Residential (dwelling unit)	$30,061
Commercial (square foot)	$69.1
Office (square foot)	$112.6
Industrial (square foot)	$54.2
Other (per peak hour trip)	$55,406

Source: Fehr & Peers.

5. Summary of Required Program Elements

This report has provided a detailed discussion of the elements of the East Contra Costa Regional Transportation Impact Fee program and explained the analytical techniques used to develop this nexus study. The report addresses the following fee program elements required by the Mitigation Fee Act (Government Code Section 66000 et seq), as summarized below.

Fundamental Nexus Requirements

Section 66001 contains several fundamental requirements that an agency must document when establishing or imposing an impact fee.

1. *Identifying the purpose of the fee*

The ECCRFFA program is established for the purpose of supporting regional public infrastructure improvements and facilities needed to mitigate the traffic-related impacts of new development in eastern Contra Costa County.

2. *Identifying how the fee will be used and the facilities to be funded through the fee*

The fee is used to help fund capital improvement projects that will accommodate future transportation needs throughout the ECCRFFA area. Table 2 identifies the projects eligible to be funded through the fee.

3. *Determining a reasonable relationship between the fee's use and the type of development on which the fee is imposed*

As described in this report, different types of development generate traffic with different characteristics. The calculations presented in Table 5 account for these characteristics by calculating the travel-related characteristics of different land use types. These considerations account for the differential impacts on the transportation system generated by different development types.

4. *Determining a reasonable relationship between the need for the public facility and the type of development on which the fee is imposed*

The need for the facilities listed in Table 2 has been established through local and regional planning processes prepared by the Contra Costa Transportation Authority and the ECCRFFA member agencies.

5. *Determining a reasonable relationship between the amount of the fee and the cost of the public facility (or portion of facility) attributable to new development*

Section 4 of this report describes the calculations applied to determine the cost of the public facility that is attributable to new development in the ECCRFFA area, accounting for the effects of existing deficiencies. Thus, a reasonable effort has been made to quantitatively establish the relationship between the fees charged in the ECCRFFA program and the costs of public improvements attributable to new development within eastern Contra Costa County.

Additional Elements

Due to recent changes in state legislation, Section 66016.5 now defines several additional elements beyond the fundamental nexus requirements that have historically been part of the Mitigation Fee Act. These additional elements include the following:

- *If a nexus study supports the increase of an existing fee, review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.*

  As expected, the proposal to add 18 new projects to the program does result in an increased maximum fee calculated through this nexus analysis process. However, the intent is not to impose an increased fee, but rather to modify and update the list of capital improvement projects that would be considered eligible to receive ECCRFFA funds. As described in Section 1 of this report, the ECCRFFA program has been in place for many years and has been updated several times, most recently in 2020. All of the updates have maintained the same program structure as was initially established, and assumptions about future growth and future capital improvements have been updated each time using the most current data available. Further, ECCRFFA periodically conducts a "program assessment" to review the fee program's assumptions and evaluate its progress. The most recent program assessment was just recently completed and is attached as an appendix to this report. The assessment concluded that the program structure has remained stable, the estimated costs of the projects in the program have remained in line with expectations, and the growth projections used in the fee calculations continue to be reasonable. The total amount of fees collected through the ECCRFFA program from inception are approximately $491 million.

- *Calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development, or explain why that would not be an appropriate metric for calculating fees.*

  The ECCRFFA fees on housing developments have always been calculated based on the type of unit, with one fee level for single-family units and a different (lower) fee level for multi-family units. This has been a common practice for most fee programs around the state for many years.

In the case of ECCRFFA, this practice aligns with the methods used by the member agencies in calculating their own local transportation impact fees, which are also imposed based on the type of unit. (All of the ECCRFFA member agencies except the City of Antioch have local fee programs to fund local transportation improvements, which are charged in addition to the ECCRFFA fees.) In addition, this practice aligns with the data that is readily available about the transportation impacts of housing developments; industry-standard reference documents about the trip generation rates, trip lengths, and pass-by/diverted trip characteristics of new development projects present that data either for all types of housing units combined or for a few different types of housing units, and do not typically present that data based on the unit size. Examples of data sources routinely used to support fee calculations include the ITE *Trip Generation Manual*, the ITE *Trip Generation Handbook*, the SANDAG *Brief Guide of Vehicular Traffic Generation Rates,* and the California Household Travel Survey.

The Mitigation Fee Act requires that there be a demonstrated relationship between the fee being charged to a new development and the level of demand that development places on public facilities and services. As described previously, the calculations presented in Table 5 account for these characteristics by calculating the travel-related characteristics of different land use types. These considerations account for the differential impacts on the transportation system generated by different development types. There is no available reference document that directly links trip generation rates to the square footage of a housing unit. Given the lack of readily available reference data about how the size of a housing unit might be related to the demand that unit would place on the transportation system, some agencies in California have undertaken statistical analyses to attempt to better understand that relationship.

Several of these recent statistical analyses have found limited information available from which to derive conclusions. The analyses cite some sources of information that link trip generation rates to the number of people living in a housing unit, although those sources often present values that are averaged over large geographic areas and the results can differ substantially; for example, some analyses cite the 2017 National Household Travel Survey which indicates that a 4-person household in California generates 12.6 daily trips, while others cite a 2012 national report on *Travel Demand Forecasting: Parameters and Techniques* that indicates a 4-person household generates 16.1 daily trips. These analyses then estimate the relationship between the number of people living in a house and the square footage of the house using US Census data, and then combine those factors to estimate trip generation rates by house size.

An alternative approach has been taken in Western Riverside County, where an analysis was done based on actual trip generation rates and house size data collected from residential neighborhoods throughout that region. This locally-specific analysis found that single-family house size explained approximately one-half of the variation in trip generation rates, while the other half of the variation was related to other economic and demographic factors such as household income, number of residents with jobs, number of school-age children in the household, number of vehicles owned by the residents, and other factors. In addition, the

relationship between single-family house size and trip generation rates was found to hold only for houses up to 2,500 square feet; for larger houses, the statistical relationship was much less strong. No statistically significant relationship was found for multi-family developments.

In light of the lack of consistent and available sources of data to support conclusions about how housing units of varying sizes affect the transportation system, ECCRFFA has determined that square footage is not currently an appropriate metric to use in calculating fees on residential developments, nor is there substantial evidence that the current method of calculating fees is disproportionate to a residential development's effects on the transportation system.

Finally, the ECCRFFA Board has adopted a policy related to setting fees for Accessory Dwelling Units (ADUs), which are relatively small units located on a parcel already occupied by a primary dwelling unit. Per the policy (https://www.eccrffa.org/wp-content/uploads/2024/05/ECCRFFA-Policy-for-Accessory-Dwelling-Units-ADUs.pdf), ADUs are either exempt from ECCRFFA fees or are charged a reduced fee, depending on the size of the unit. Notwithstanding the lack of data on the relationship between housing unit size and effects on the transportation system, discussed above, this ECCRFFA policy is consistent with state ADU law. This ECCRFFA policy supports smaller developments and, in conjunction with a fee structure that is not disproportionate to a residential development's effect on the transportation system, ensures smaller developments are not charged disproportionate fees.

- *In large jurisdictions, adopt a capital improvement plan as a part of the nexus study.*

  For this purpose, a large jurisdiction is defined as a county with a population of at least 250,000 and all the cities within that county, so the ECCRFFA area would meet the definition of a large jurisdiction.

  ECCRFFA does not function as a direct project sponsor, but instead provides funds to the agencies that deliver capital improvement projects in eastern Contra Costa County. ECCRFFA regularly prepares and updates a strategic transportation improvement plan that describes the planned expenditure of ECCRFFA funds on specific projects over the coming five-year period (the current ECCRFFA strategic transportation improvement plan can be found at https://www.eccrffa.org/documents/). In addition, all of the ECCRFFA member agencies and project sponsors regularly prepare their own capital improvement plans to guide the expenditure of funds on capital improvements within their jurisdictions. For a particular project to receive ECCRFFA funds, that project must be reflected in the ECCRFFA strategic transportation improvement plan and must also be included in the project sponsor's capital improvement plan.

Appendix A: 2024 Program Assessment

FEHR PEERS

Memorandum

Date: May 8, 2024

To: Dale Dennis, Program Manager, East Contra Costa Regional Fee & Financing Authority

From: Julie Morgan and Bruno Lertora, Fehr & Peers

Subject: Assessment of the East Contra Costa Regional Transportation Impact Fee Program

1001-1655.03

Background

The East Contra Costa Regional Fee & Financing Authority (ECCRFFA) oversees a regional development impact fee program that generates funds to support the construction of capital improvements to the regional transportation system in eastern Contra Costa County. In the summer of 2005, the ECCRFFA Board approved a comprehensive nexus study called the East Contra Costa Regional Fee Program Update Final Report, referred to here as the "2005 Report". All ECCRFFA member jurisdictions adopted an updated set of fees pursuant to that report.

Since that time, the fees have been adjusted annually to reflect changes in construction costs. Beginning in 2008-2009, a fee rebate program was established in response to the economic downturn. The fee rebate has been reduced over time, but the Authority has continued to implement a 15% fee rebate since January 1, 2017. The latest update of the project list was approved in October 2020, and was documented in a report called East Contra Costa Regional Fee Program Update Final Report referred to here as the "2020 Report".

Periodic program assessments have been conducted and documented over the years, the most recent being completed in 2017, to evaluate the progress of the program in funding and delivering projects on the project list. This memorandum is a new program assessment, building upon the most recent assessment from 2017 and incorporating current information to the extent available.

Capital Projects and Delivery Status

The current ECCRFFA program includes a list of 27 capital projects that are eligible for funding through fee revenues. Table 1 presents the list of capital projects, the estimated cost of each project, and its current status. For those projects that are completed or under construction, the

total project cost shown in the table is the actual cost for that project. For those projects yet to be constructed, the total cost shown is based on the cost estimate presented in the 2020 Report, plus a cost escalation factor of 0.375 to bring the 2020 cost estimates up to year 2023 dollars.

Assessment:

- Significant progress has been made in delivering the capital projects on the list. Several major projects have been completed and others are in various stages of being designed, constructed, or closed out.
- Per the information provided, ECCRFFA is still committed to delivering the program of projects identified in the 2020 Report.
- The actual costs of the capital projects on the list have generally remained relatively consistent with the cost estimates presented in the 2005 Report. At the time of the 2005 Report, the total aggregate cost of the full list of capital projects was $1.69 billion. The construction cost escalation factor between 2005 and 2023 is 1.004; applying that factor to the total cost from 2005 equates to $3.39 billion in 2023 dollars. The current estimate of project costs shown in Table 1 (excluding project #27, which was not part of the 2005 Report) is $2.9 billion; it is logical that this value would be lower than the fully escalated cost, because some of the projects were completed years ago and the costs of those projects shown in Table 1 have been fixed at their actual values and have not been escalated to current dollars.

Development Patterns and Fee Expectations

Both the 2005 Report and the 2020 Report addressed a 21-year planning period, from 2005 to 2025 and from 2020 to 2040, respectively. These reports included projections of future population and employment growth throughout the East County area for that planning period, which were used in calculating an appropriate fee per unit of new development. Table 2 shows a comparison between these projections. As seen on this table, the 2020-2040 projected employment growth in East County is around 30 percent of what was projected in 2005, while the projected residential growth is very similar in both cases. Table 2 also presents an updated growth projection between 2023 and 2040 that results from interpolating the 2020 Report projections to the current year.

Table 3 shows the fee amounts that are currently levied on new development in East County. Applying the current fee amounts to the updated growth projections, and accounting for the ongoing 15% fee discount that is being applied, results in an estimate of total fee revenue over the 2023-2040 time period of about $533 million (in current year dollars). For reference, Table 3 also shows the total fee revenues that have been collected from the inception of the program through 2023, at about $491 million.

Assessment:

- The 2005 Report estimated fee revenue of $406.5 million (in 2005 dollars) over the 21-year planning horizon of that study, or an average of approximately $19 million per year. The updated projections from 2023 to 2040 indicate revenues of approximately $29 million (in current dollars) annually going forward.

Program Funding Status

The fee revenues generated by the ECCRFFA program are one of several funding sources that are used to support regional transportation improvements. The 2005 Report included a discussion of the broader funding picture for the full ECCRFFA program; this included known and anticipated revenues from the fee program, the countywide sales tax program (at that time, Measure C and Measure J), regional fund sources such as RM2, state sources such as the STIP, and other funding programs. The conclusion of the 2005 Report was that the majority of the project funding had been identified, but there remained a shortfall of approximately $390 million (in 2005 dollars). The 2017 program assessment concluded that the program's shortfall was approximately $552 million (in 2017 dollars).

Table 4 provides an updated picture of the funding status of the projects included in the ECCRFFA program. The table includes an accounting of fee revenues already collected and those anticipated, known funding that has already been used to support or is committed to specific projects, and funds that are available for programming through the Measure J Strategic Plan Update. Taken together, the program is now anticipated to have a shortfall of approximately $601 million (in current dollars). Converting that number to 2005 dollars would result in a shortfall estimate of $300 million, indicating that the overall program shortfall has decreased in real terms compared to the original calculation of $390 million in 2005.

Assessment:

- Fee revenue collections have been strong during periods of relatively high economic activity, and the region has successfully attracted funding from other sources. In constant dollars, the program shortfall has declined compared with what was predicted in the 2005 Report.

Conclusions

This memo has presented a basic assessment of the status of the ECCRFFA program. Based on the information presented here, the program has been tracking well compared to the expectations from the 2005 and 2020 Reports. Substantial progress has been made on project delivery and the region remains committed to the list of capital projects. The region has successfully attracted funds from other sources for many of its projects.

Table 1: ECCRFFA Project List

Number	Project	Description/Project Limits	Jurisdiction	Total Cost ($ million)	Potential or Actual Fee Contribution ($ million)	Status
1	SR 4 Freeway widening	Railroad Avenue to Loveridge Road, widen to 8 lanes	CCTA	*$101.0*	*$2.0*	*Completed*
		Loveridge interchange	CCTA	*$157.8*		*Completed*
		Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass)	CCTA	*$374.7*		*Completed*
		Hillcrest interchange expansion	CCTA	*$10.0*		*Completed*
2	SR 4 Bypass Segment 1	Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree	Bypass Authority	*$113.7*	*$88.7*	*Completed*
		Phase 2, SR 160 interchange	Bypass Authority	*$50.1*	*$0.2*	*Completed*
		Laurel interchange, phase 2	Bypass Authority	*$1.0*	*$1.0*	*Completed*
3	SR 4 Bypass Segment 2	Phase 1, 2 lanes	Bypass Authority	*$33.3*	*$33.3*	*Completed*
		Phase 2, 4 lanes, Sand Creek Road to Balfour Road	Bypass Authority	*$16.0*		*Completed*
		Widen to 6 lanes, Laurel Road to Sand Creek Road	Bypass Authority	$39.9	$39.9	
		Sand Creek interchange and 4 lanes, Laurel to Sand Creek	Bypass Authority	*$43.8*	*$5.8*	*Completed*
4	SR 4 Bypass Segment 3	Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector	Bypass Authority	*$77.8*	*$77.8*	*Completed*
		Marsh Creek to Vasco, 2 lanes	Bypass Authority	*$12.6*	*$12.6*	*Completed*
		Segment 3, widen to 4 lanes, and Balfour interchange Phase 2	Bypass Authority	$81.1	$81.1	
		Balfour interchange Phase 1	Bypass Authority	*$58.0*	*$28.0*	*Completed*
		Marsh Creek interchange	Bypass Authority	$51.2	$51.2	
		Vasco interchange	Bypass Authority	$42.7	$42.7	

5	Laurel Road extension	SR4 Bypass to Empire, 6 lanes	Bypass Authority	*$22.6*	*$22.6*	*Completed*
6	SR 239/84 Connector	Armstrong Road extension, 2 lanes (formerly Byron Airport Road)	County	$161.0	$161.0	Environmental Phase in Progress
7	SR 239	Corridor study and preliminary design (no construction costs)	County	$101.0	$101.0	Environmental Phase in Progress
8	SR 4 (Main St or Brentwood Blvd) widening	Vintage Pkwy in Oakley to Marsh Creek bridge in Brentwood and from Chestnut Street to Balfour Road in south Brentwood, 4 lanes	Oakley, Brentwood	$24.5	$24.5	Partially Completed
9	Balfour Road widening	Deer Valley to Brentwood city limits, widen to 4 lanes	County	$14.2	$14.2	
10	Marsh Creek Road/Deer Valley Road Safety Enhancements	Marsh Creek: Walnut Boulevard to Clayton; Deer Valley: Balfour Road to Marsh Creek Road	County	$29.3	$9.7	
11	Route 84/Vasco Road	Widen to 4 lanes to County line	County	$317.0	$317.0	
Northern Parallel Arterials						
12	Pittsburg-Antioch Highway	Widen to 4 lanes, Somersville to Loveridge	Antioch, Pittsburg	$55.9	$55.9	
13	Ninth and Tenth Streets	Couplet improvements, A St to L St	Antioch	$9.6	$9.6	
14	California Avenue	Widen to 4 lanes, Railroad to Loveridge	Pittsburg	$6.6	$6.6	Partially Completed
15	Willow Pass Road	Widen to 4 lanes, Range to Loftus and Bailey to city limits	Pittsburg, County	$14.7	$14.7	
Southern Parallel Arterials						
16	James Donlon Blvd Extension (formerly Buchanan Bypass)	New 4-lane arterial (perhaps 2 lanes, depending on study results)	Pittsburg	$115.6	$78.6	Design in Progress (for James Donlon Blvd Extension)
	or Buchanan Road	Widen to 4 lanes, Railroad to Somersville	Pittsburg			
17	West Tregallas/Fitzuren	Widen to 4 lanes, Lone Tree to Buchanan	Antioch	$53.3	$53.3	

18	West Leland Road	Extend, San Marco to Avila Road (Concord)	Pittsburg	$33.4	$33.4	
	or Evora Road	Widen to 4 lanes, Willow Pass (BP) to Willow Pass (Concord)	County			
Regional Arterial Projects						
19	Wilbur Avenue	Widen to 4 lanes, Minaker Drive to SR 160	Antioch, County	$42.7	$42.7	
20	Neroly Road	Widen to 4 lanes, Oakley Rd to Laurel Rd	Oakley	$10.6	$10.6	
21	Deer Valley Road	Widen to 4 lanes, Antioch city limits to Balfour Road	County	$31.2	$31.2	
22	Walnut Boulevard	Widen to 4 lanes, Brentwood city limits to SR 4 Bypass	County	$29.5	$29.5	
23	John Muir Parkway	New Roadway between Balfour Road and Fairview Avenue	Brentwood	*$17.7*	*$3.6*	*ECCRFFA commitment completed*
24	Byron Highway	Safety Improvements between Delta Road and SR 4	County	$20.0	$6.7	
27	Sand Creek Road	Extension of 4-lane roadway between SR 4 and Deer Valley Road	Antioch	$38.1	$11.8	
Regional Transit Projects						
25	East County Express Bus		Tri-Delta Transit	$9.1	$3.0	
26	Commuter Rail		CCTA	*$513.0*	*$38.0*	*Completed*
			TOTAL	**$2,935.3**	**$1,543.5**	

Table 2: East County Growth Projections

	Growth Projections from 2005-2025 (from 2005 Report)	Growth Projections from 2020-2040 (from 2020 Report)	Updated Projections from 2023-2040
New Households	29,293	29,889	25,406
New Jobs	50,971	15,132	12,862

Table 3: ECCRFFA Fee Revenues

ECCRFFA Fee Schedule (2024)	
Single-Family Residential (per DU, accounting for 15% fee rebate)	$24,066
Multi-Family Residential (per DU, accounting for 15% fee rebate)	$14,773
Commercial (per SF)	$2.35
Office (per SF)	$2.04
Industrial (per SF)	$2.04
Anticipated Fee Revenues	**($ million)**
Total Estimated ECCRFFA Revenue at Full Fees, 2023-2040	$624.7
Fee Revenues Foregone Due to 15% Discount, 2023-2040	$92.1
Total Future Fee Revenues Anticipated, 2023-2040	**$532.6**
ECCRFFA Fees Collected, Inception – 2023	$491.0
Total Fee Revenues, Inception through 2040	**$1,023.6**

Table 4: ECCRFFA Program Funding Considerations

Program Funding Sources	($ million)
Total Program Cost	**$2,935.3**
Total Future Fee Revenues Anticipated, 2023-2040	$532.6
Fees Already Collected, Inception through 2023	$491.0
Measure J Funds - 2022 Strategic Plan Update (James Donlon Extension - $7.3M)	$7.3
Other Known Funds (see below)	$1,303.6
Total Funding	**$2,334.5**
Total Surplus/Deficit	**($600.8)**
Other Known Funds for Specific Projects	**($ million)**
Railroad Avenue Interchange	$101.0
Loveridge Road Interchange	$157.8
SR 4, Somersville to SR4 Bypass	$374.7
eBART Extension to Hillcrest Avenue	$475.0
SR160/SR4 Connectors	$49.9
SR 4 Bypass Segments 1 and 3	$25.0
Sand Creek Interchange and Widening from Laurel to Sand Creek Road	$49.2
Balfour Road Interchange and Widening from Sand Creek to Balfour	$46.0
Future RM3 funds: Byron Airport Connector ($10M) and Vasco Road Improvements ($15M)	$25.0
TOTAL	**$1,303.6**

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT 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)

Mayor Banales called the regular meeting to order at 7:04 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA after having convened at 5:40 P.M. for a Special Meeting for Commission Interviews.

ROLL CALL

Member Lopez was absent and excused.

PLEDGE OF ALLEGIANCE

Mayor Banales led the Pledge of Allegiance.

PRESENTATIONS

2. Contra Costa County College – State of the District

3. Draft 2024/2025 through 2028/2029 Five-Year Capital Improvement Program

CITY MANAGER REPORTS/REMARKS

City Manager Evans requested that item 13 on the consent calendar be pulled for discussion amongst the City Council. He also noted that the City of Pittsburg would not be placing a tax measure on the ballot in November. Lastly, he gave an update on the pool incident that was mentioned during the public comment period at the August 5th City Council meeting.

Assistant City Manager Aliotti gave an update on Community events.

PUBLIC COMMENTS

Wolfgang Croskey, Pittsburg Chamber of Commerce CEO, invited City Council and members of the community to the Seafood Festival taking place on September 7th and 8th in downtown Pittsburg. He gave an overview of the vendors and music lineup.

COMMITTEE REPORTS

Vice Mayor Killings attended the Finance and Community and Economic Development subcommittee meetings.

CONSIDERATION

7. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute Software Service Agreements with 1) Tyler Technologies, Inc. for a New Citywide Enterprise Resource Planning (ERP) System; and 2) NEOGOV for Supplemental Human Resources Cloud-Based Services

On motion by Vice Mayor Killings, seconded by Member Adams, and adopted by the following vote:

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

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest statements.

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

As noted earlier in the City Manager reports/remarks, Item 13 on the Consent Calendar was pulled for discussion and voted on separately.

Bruce Ohlson, Pittsburg, provided comment on item 9 on the consent calendar. He asked for lane striping to fit bicycle lanes to be part of the roadway upgrades. He noted that in addition to vehicle lanes there should be enough space for bike lanes.

On Motion by Member Scales-Preston, seconded by Member Adams without Item 13 and adopted by the following vote:

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

8. Minutes of August 5, 2024

9. Adoption of a City Council Resolution Accepting Plans and Specifications and Authorize Award of Project 2038 – Citywide Roadway Improvements

10. Adoption of a City Council Resolution Adopting the Local Road Safety Plan

11. Adoption of a City Council Resolution Authorizing the Execution of a Funding Agreement Between the City of Pittsburg and Contra Costa Transportation Authority

12. Adoption of a City Council Resolution Allocating Additional Funds, Accepting the Plans and Specifications, and Awarding Project 5704-Central Harbor Park and Boat Launch Facilities

14. Adoption of a City Council Resolution Authorizing the Applications for Various Funding Opportunities and Acceptance of Awarded Funds

15. Adoption of a City Council Resolution to Approve a Lease Agreement by and between the City of Pittsburg and Taco & Company, LLC

16. Adoption of a City Council Resolution Authorizing the Execution of a Consulting Services Agreement with Chambers Group Inc. for contract Planning Services related to the Blue Planet Global Innovation Center Project

17. Adoption of a Pittsburg Power Company Resolution Approving the Fiscal Year 2024-2025 Consultant Agreement with Open Opportunities Incorporated

Item 13 was pulled for discussion

13. Adoption of a City Council Resolution to Renew and Execute and Agreement with The 100 Companies LLC for the East Bay 100

Wolfgang Croskey, Pittsburg, spoke in favor of further discussion on this item at a subcommittee. He mentioned he would be interested in working with the City on a newsletter.

On Motion by Mayor Banales, seconded by Vice Mayor Killings to send the item to the Community and Economic Development Subcommittee for further review and approved by the following vote:

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

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for Future Agenda Items.

COUNCIL MEMBER REMARKS

Council Member Scales-Preston noted that she attended the New Homes block party event on California Avenue and Edward Avenue. She also attended a Ribbon Cutting at the Bay Church for the second shower trailer. She thanked Bay Church, New Destiny and everyone involved in making this program successful.

ADJOURNMENT

The meeting adjourned at 9:01 P.M. to September 16, 2024.

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: Receive and File the Treasurer's Report for the Quarter Ending June 30, 2024

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending June 30, 2024. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

FISCAL IMPACT

The City's expenditure requirements for the next six months are covered by anticipated revenues from City operations and liquidity from maturing investments. The difference between market value and cost as of June 30, 2024, will be reflected in the City's financial statements for Fiscal Year 2023-24 as an adjustment to interest income for each of the City's funds on a pro rata basis as required by Governmental Accounting Standards Board Statement Number 31. Due to the recent rise in interest rates available in the capital markets, value for existing holdings have fallen on paper and will not be realized. This drop in value had increased as inflationary pressure have continued to move rates higher. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

RECOMMENDATION

City Council accept the Treasurer's Report for the quarter ending June 30, 2024, for information purposes only.

BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City's objectives in order of priority, are to provide safety, ensure the preservation of capital, provide sufficient liquidity for cash needs and earn a competitive rate of return (yield) within the confines of the California Government Code and the Investment Policy. Chandler Asset Management is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The advisor-managed funds are comprised of operating funds managed in a Core Portfolio account, as well as several Non-Successor Agency bond-related funds. The City's advisor works to achieve the City's objectives by investing in high quality fixed income securities consistent with the City's investment policy and California Government Code.

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses. The portfolio's total return for the quarter was 1.0%, comparing to the City performance benchmark of 0.94%, the Intercontinental Exchange Bank of America Merrill Lynch (ICE BAML) 1-3 Year U.S. Treasury/Agency Index. Since inception (7/31/2018), the portfolio's total return through quarter end is 1.86%, which slightly overperformed the benchmark return of 1.56% for the same period. Total returns for the quarter and since inception reflect fluctuations in market value.

Summary Cash and Investments as of 06/30/2024		
Investments and Cash	Original Cost	Market Value
Investments		
Portfolio of Securities (Managed by Chandler)	99,119,050.84	98,988,655.20
Bond Managed Reserve (Chandler)	3,015,761.28	3,020,465.12
Section 115 Pension Trust (PARS)	3,649,054.00	3,811,681.20
LAIF	41,628,224.12	41,782,147.80
Total Investments	147,412,090.24	147,602,949.32
City Managed		
Cash	31,587,863.02	31,571,589.30
Bond Funds - Restricted Reserve	94,972,548.89	94,988,822.61
Total City Cash	126,560,411.91	126,560,411.91
Total Cash and Investments	273,972,502.15	274,163,361.23

Sector Allocation					
Security Type	**Par Value**	**Original Cost**	**Market Value**	**Average Maturity**	**Average Yield**
Operating Funds					
Cash Equivalents	31,587,863.02	31,587,863.02	31,571,589.30	1	N/A
Money Market Funds	335,490.26	335,490.26	335,490.26	1	4.89%
Investment Pools	41,628,224.12	41,628,224.12	41,782,147.80	1	N/A
Total Liquidity	**73,551,577.40**	**73,551,577.40**	**73,689,227.36**	**1**	4.89%
U.S. Treasury Notes	46,400,000.00	44,990,786.34	45,172,375.07	234	3.95%
Federal Agency Securities	18,290,000.00	18,270,343.65	18,163,381.21	1044	4.21%
Negotiated Certificates of Deposit	3,500,000.00	3,499,981.55	3,501,944.50	190	5.79%
Medium-Term Corporate Notes	14,970,000.00	14,838,992.05	14,705,205.53	533	3.76%
Asset-Backed Securities	7,701,486.36	7,682,793.25	7,662,201.17	1186	4.71%
Commercial Paper	1,000,000.00	963,636.11	968,842.00	26	5.47%
Supranationals	2,355,000.00	2,351,445.60	2,334,952.28	624	3.00%
Collateralized Mortgage Obligations	6,425,000.00	6,185,582.03	6,144,263.18	1051	4.16%
Total Securities	**100,641,486.36**	**98,783,560.58**	**98,653,164.94**	**510**	**4.10%**
Total Operating Funds	**174,193,063.76**	**172,335,137.98**	**172,342,392.30**	**308**	**2.36%**
Bonded Debt Funds					
Pittsburg Pension Bond	1,827,286.46	1,836,323.32	1,836,323.32	128	5.14%
Pittsburg AD Auto Mall	352,985.72	354,436.61	359,140.45	128	5.30%
Pittsburg AD Vista DM	811,948.38	825,001.35	825,001.35	1	5.14%
Additional Bonded Debt Funds	94,972,548.89	94,972,548.89	94,988,822.61	N/A	N/A
Total Bonded Debt Funds	**97,964,769.45**	97,988,310.17	98,009,287.73	93	5.16%
Section 115 Trust					
Equity Mutual Fund	3,649,054.00	3,649,054.00	3,811,681.20		
Total Section 115 Trust Funds	**3,649,054.00**	**3,649,054.00**	**3,811,681.20**	**N/A**	**N/A**
Total City Funds	**275,806,887.21**	**273,972,502.15**	**274,163,361.23**		

Governmental Accounting Standards Board Statement 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF), and from the City's registered investment advisor and bond trustees for longer-term investments.

Attached is the Chandler Asset Management (CAM) Investment Report detailing an economic update, account profile and investment activity for the quarter ending June 30, 2024.

ATTACHMENTS: Letter from City Treasurer
Investment Report by Chandler Asset Management

Report Prepared By: Christina Nguyen, Accountant II
Report Reviewed By: Andy Wang, Assistant Director of Finance

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

August 20, 2024

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending June 30, 2024, and find that it complies with the Investment Policy established by my office.

Sincerely,

Nancy Parent
City Treasurer

CHANDLER ASSET MANAGEMENT

INVESTMENT REPORT

City of Pittsburg | As of June 30, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

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City of Pittsburg | As of June 30, 2024

ECONOMIC UPDATE

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CONSOLIDATED INFORMATION

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ECONOMIC UPDATE

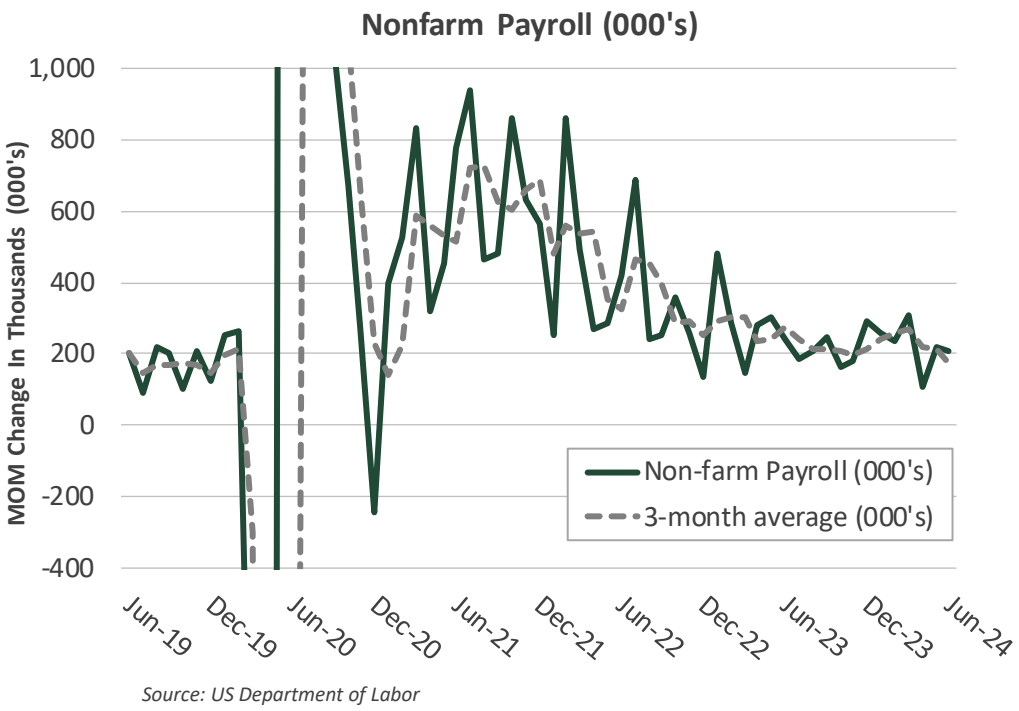
Economic Update

- Recent economic data suggests positive but slower growth this year fueled by consumer spending. While the consumer has been resilient, growing credit card debt, higher delinquencies, and a moderating labor market pose potential headwinds to future economic growth. Inflationary trends are subsiding, but core levels remain above the Fed's target. Given the cumulative effects of restrictive monetary policy and tighter financial conditions, we believe the economy will gradually soften and the Fed will loosen monetary policy in 2024.

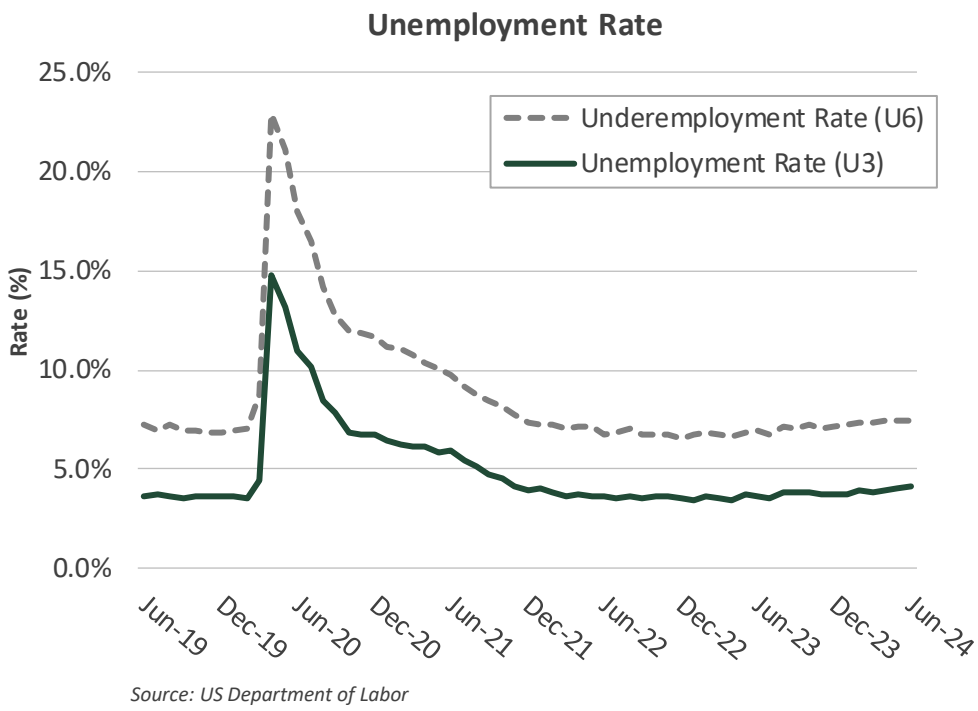
- As expected at the June meeting, the Federal Open Market Committee voted unanimously to leave the federal funds rate unchanged at a target range of 5.25-5.50%, emphasizing the need to see sustained evidence of easing inflation before considering any rate cuts. The FOMC's latest projections now suggest only one interest rate cut in 2024, with four more cuts expected in 2025 and a slightly higher long-term neutral rate. Additionally, the Fed continues to reduce its holdings of U.S. Treasury securities and agency mortgage-backed securities as per its predefined schedule of $25 billion and $35 billion per month.

- The US Treasury yield curve shifted lower in June as economic data moderated. The 2-year Treasury yield fell 12 basis points to 4.76%, the 5-year Treasury dropped 13 basis points to 4.38%, and the 10-year Treasury yield declined 10 basis points to 4.40%. The inversion between the 2-year Treasury yield and 10-year Treasury yield remained relatively stable at -36 basis points at June month-end versus -37 basis points at May month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -106 basis points. The inversion between 3-month and 10-year Treasuries widened to -96 basis points in June from -91 basis points in May.

Employment



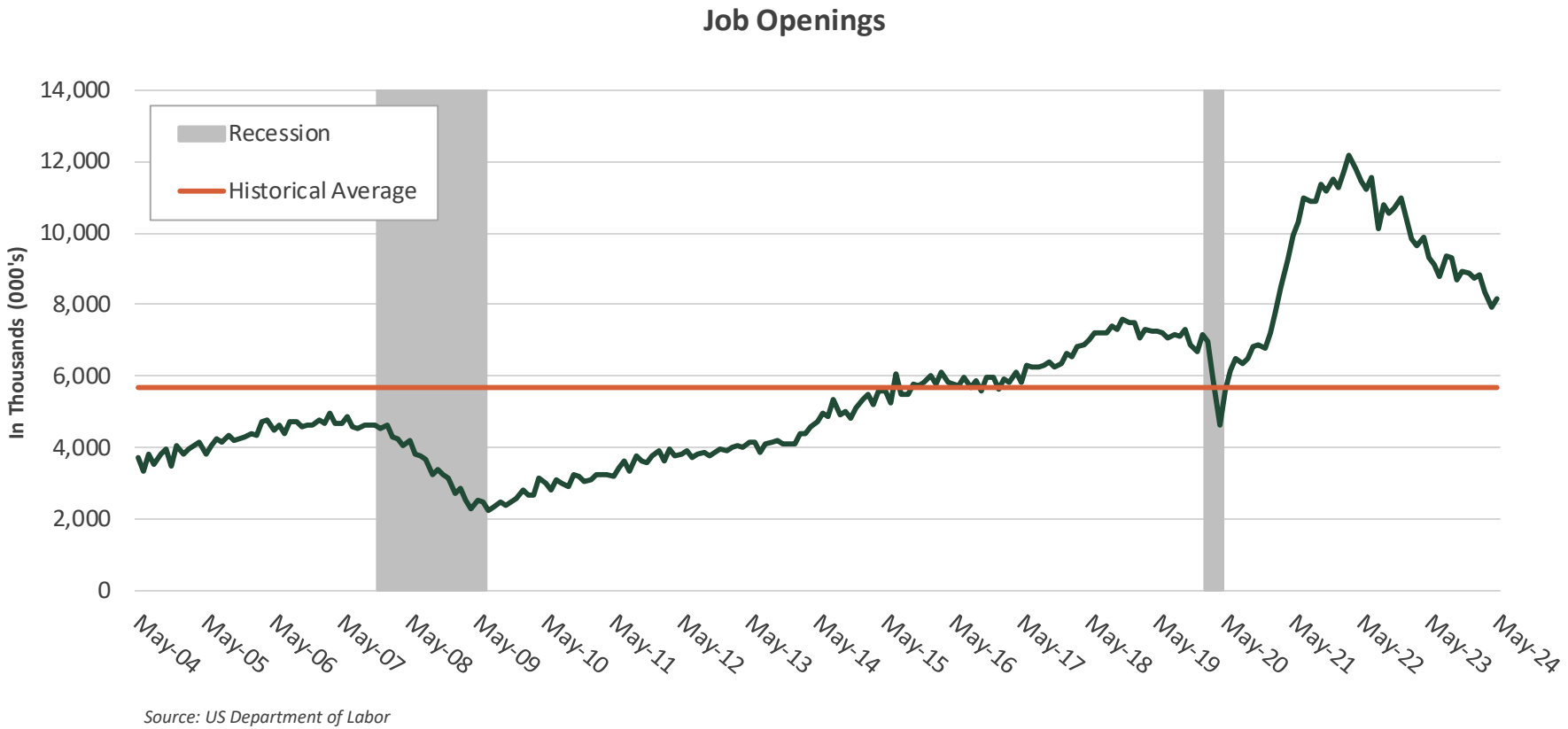
Source: US Department of Labor



Source: US Department of Labor

The U.S. economy added 206,000 jobs in June, remaining ahead of consensus expectations of 190,000 jobs. The gains were broad based, with government, health care, and social assistance posting the largest gains. The three-month moving average and six-month moving average payrolls have weakened from the first quarter to 177,000 and 222,000 respectively. The unemployment rate edged up to 4.1% in June, and the labor participation rate inched up to 62.6%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons held steady at 7.4%. Average hourly earnings rose 3.9% year-over-year in June, down from 4.1% year-over-year in May. The labor markets continue to show signs of cooling in line with the Federal Reserve's view that there has been "substantial" progress towards better balance in the labor market between demand and supply for workers.

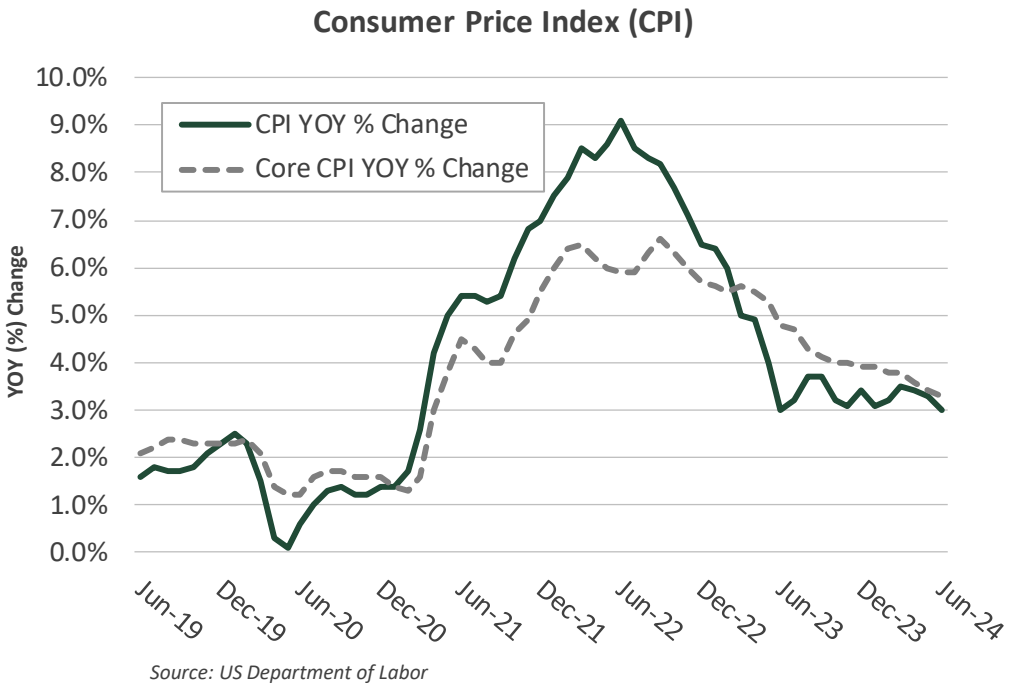
Job Openings & Labor Turnover Survey



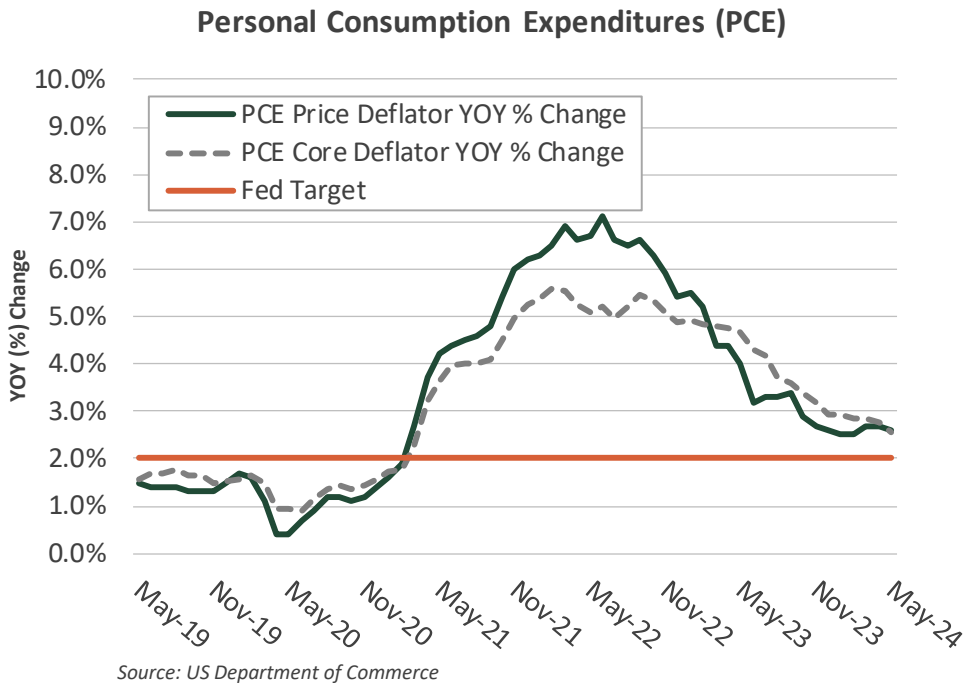
Source: US Department of Labor

The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) increased to 8.140 million job openings in May from a downwardly revised 7.919 million in April. Job openings still represent a healthy ratio of around 1.2 jobs for each unemployed individual. While the current level of job openings remains elevated from a historical perspective, the trend is decelerating.

Inflation



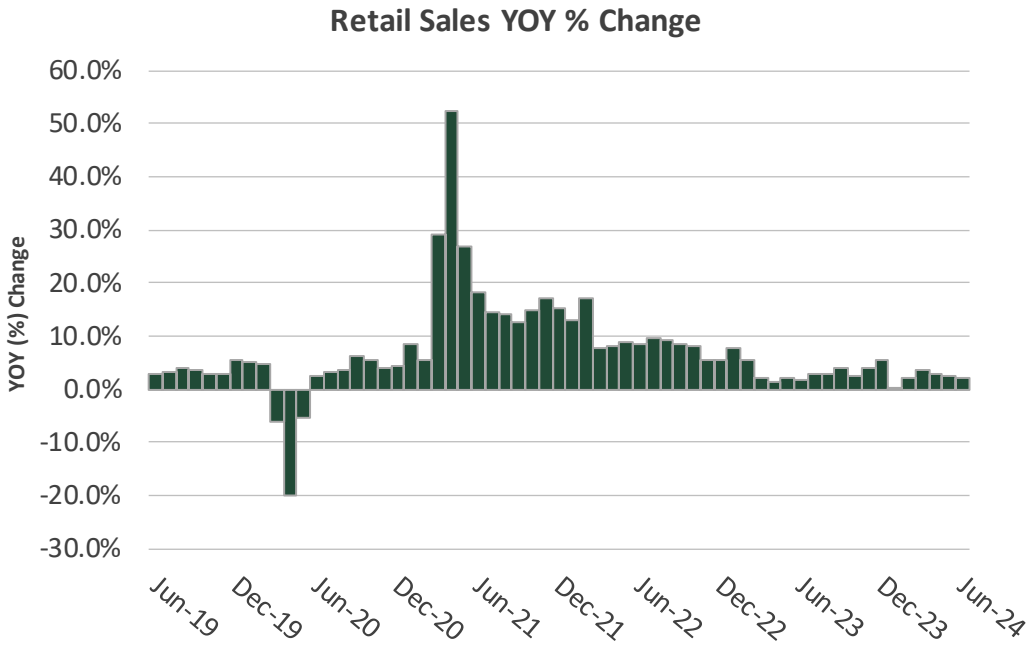
Source: US Department of Labor



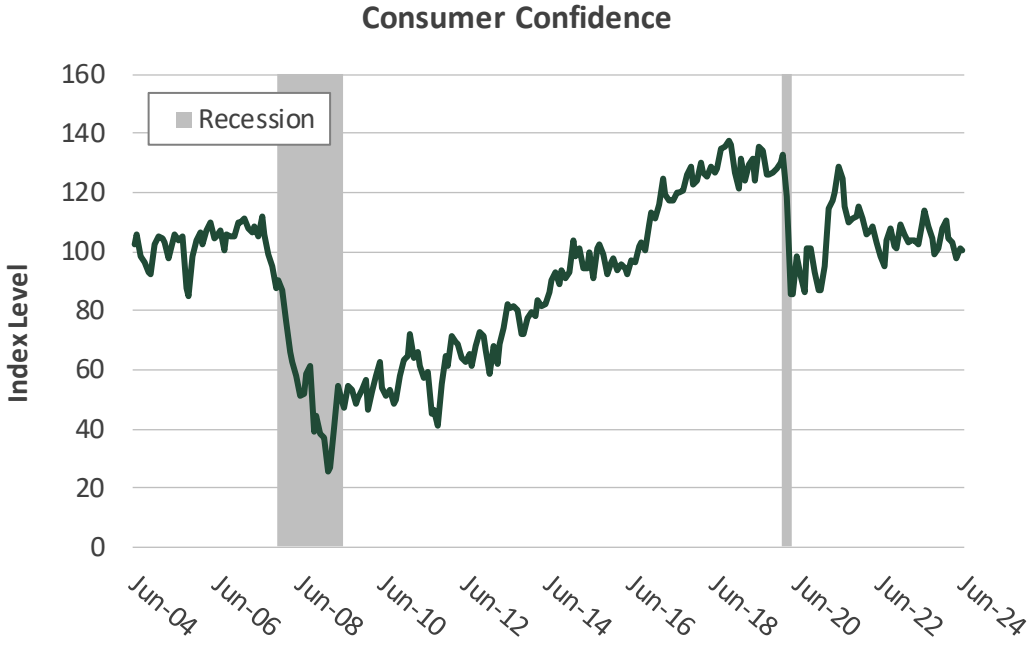
Source: US Department of Commerce

In June, the Consumer Price Index (CPI) declined 0.1% month-over-month and rose 3.0% year-over-year, reflecting broad-based cost reductions. The month-over-month drop was the first deflationary data point since the pandemic. The Core CPI, which excludes volatile food and energy components, was up just 0.1% month-over-month and 3.3% year-over-year in June, down from 3.4% in May and lower than expected. The Personal Consumption Expenditures (PCE) Index decelerated in May as expected. The headline PCE deflator was unchanged in May from April versus up 0.3% in the prior month. Year-over-year, the PCE deflator rose 2.6%. The Core PCE deflator (the Fed's preferred gauge) increased 0.1% in May from the prior month versus up 0.3% in April. The Core PCE deflator also rose 2.6% year-over-year, still above the Fed's 2% inflation target. Much of the lingering inflation has been driven by shelter costs and demand for services.

Consumer



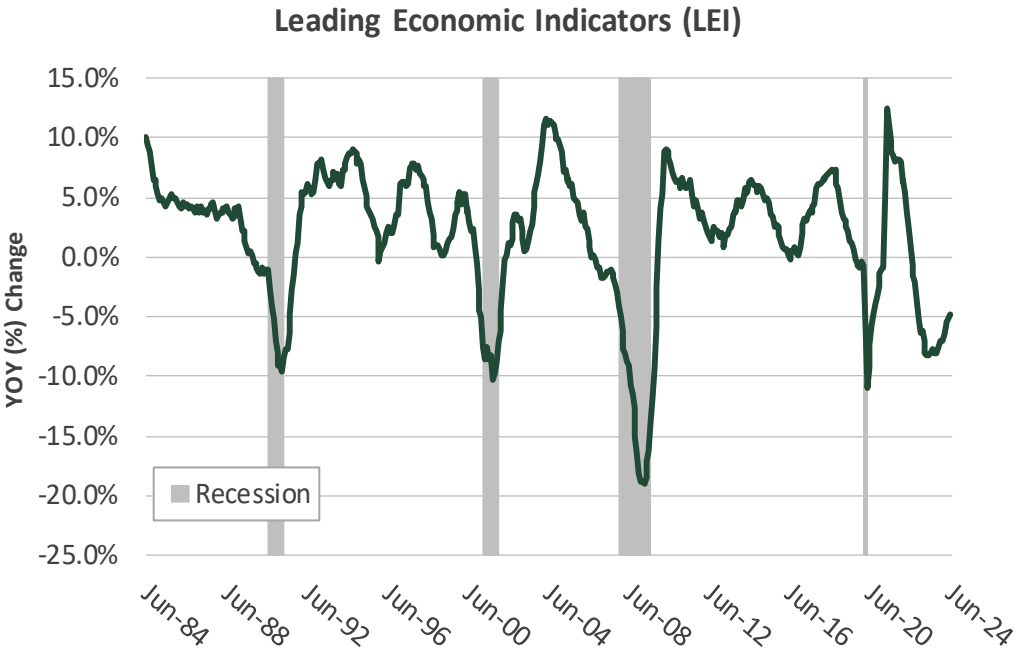
Source: US Department of Commerce



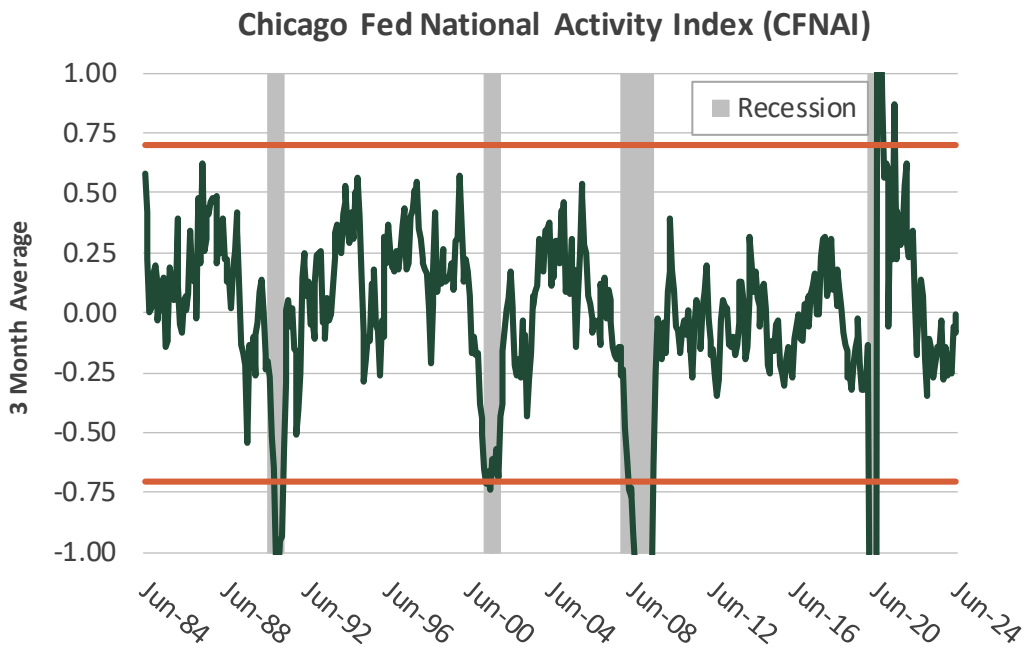
Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Retail Sales were unchanged month-over-month in June after an upwardly revised 0.3% gain in May. On a year-over-year basis, Retail Sales growth further slowed to 2.3% in June from 2.6% in May. Nonstore retailers were a bright spot in June, while motor vehicle and gasoline sales declined. The Conference Board's Consumer Confidence Index fell to 100.4 in June from 101.3 in May. While the present situation component rose marginally, consumers are less optimistic about future expectations for business conditions and potential income increases. While the consumer has been resilient, consumption has begun to moderate in the face of higher interest rates, rising credit card balances, and growing delinquencies.

Leading Indicators of Economic Activity



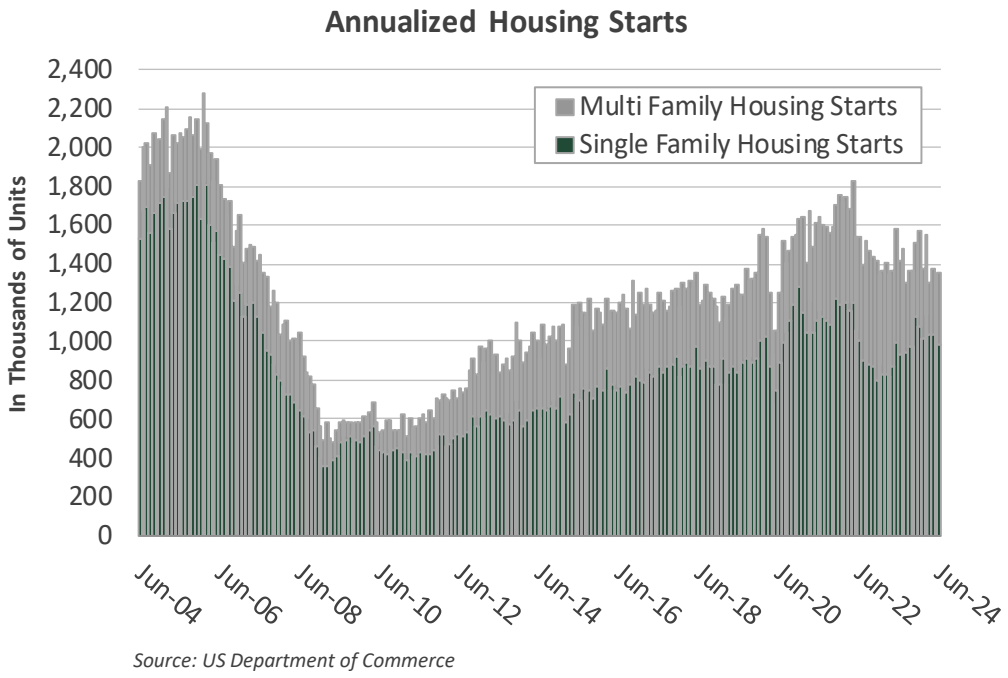
Source: The Conference Board



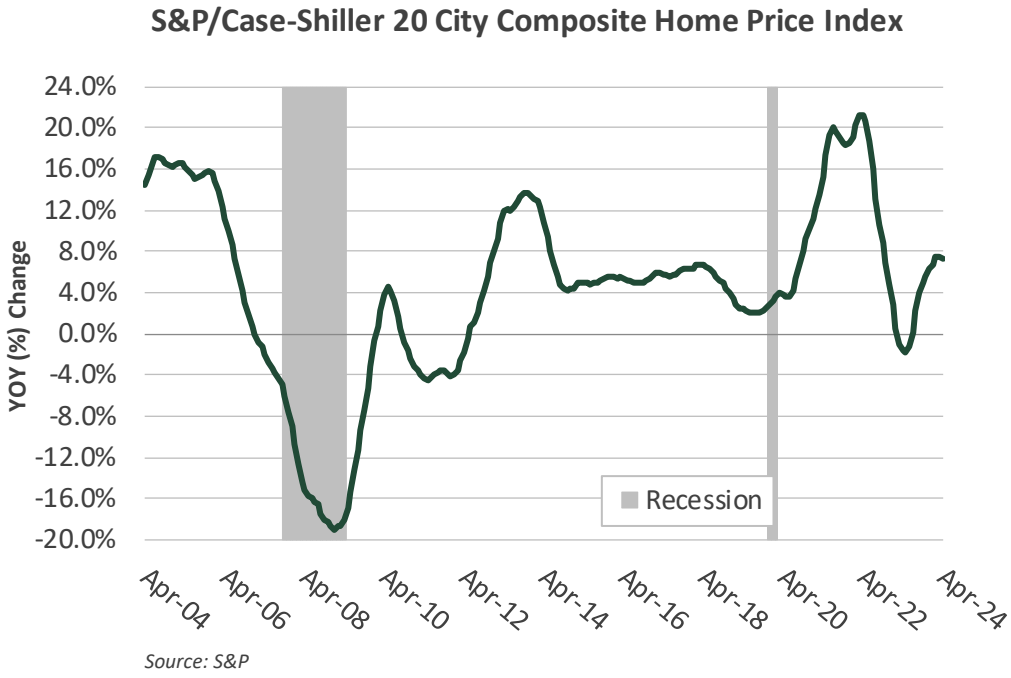
Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell 0.2% in June following a 0.4% decline in May. The index dropped 4.8% year-over-year. The report stated that "due to the smaller month-on-month rate of decline, the LEI's long-term growth has become less negative, pointing to a slow recovery." The Chicago Fed National Activity Index (CFNAI) decreased to 0.05 in June from 0.23 in May, surpassing consensus expectations. The three-month moving average rose to -0.01 in June from -0.08 in May, indicating slightly below-trend growth expectations for the economy.

Housing



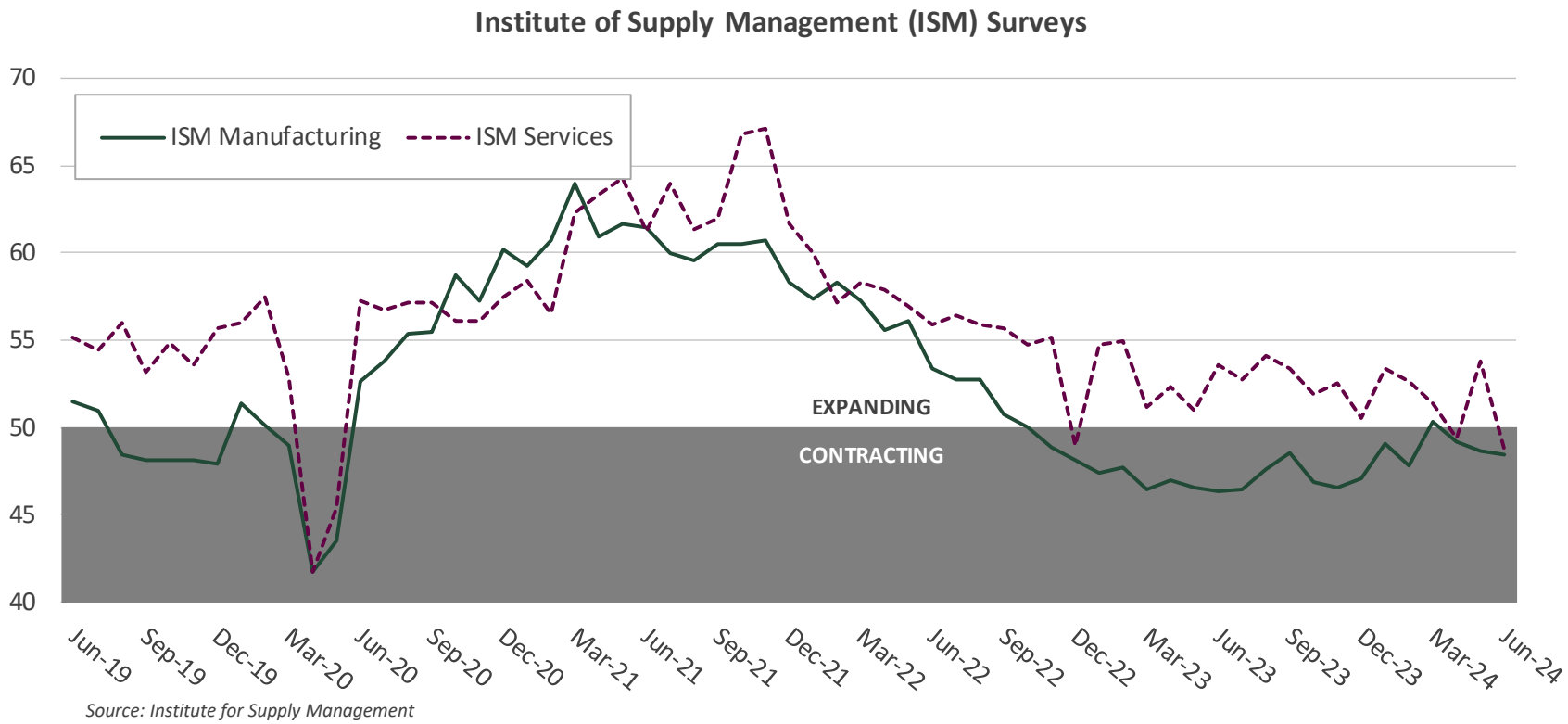
Source: US Department of Commerce



Source: S&P

Housing starts jumped 3.0% month-over-month in June to a higher-than-expected 1.353 million units, driven primarily by the multi-family category. Starts were down 4.4% year-over-year. The Freddie Mac average rate for a 30-year fixed mortgage edged down to 6.92% in June from 7.06% in May. According to the Case-Shiller 20-City Home Price Index, housing prices rose a higher-than-expected 7.2% year-over-year in April versus March's upwardly revised 7.5% increase. Tight inventories and higher mortgage rates continue to impact affordability.

Survey Based Measures



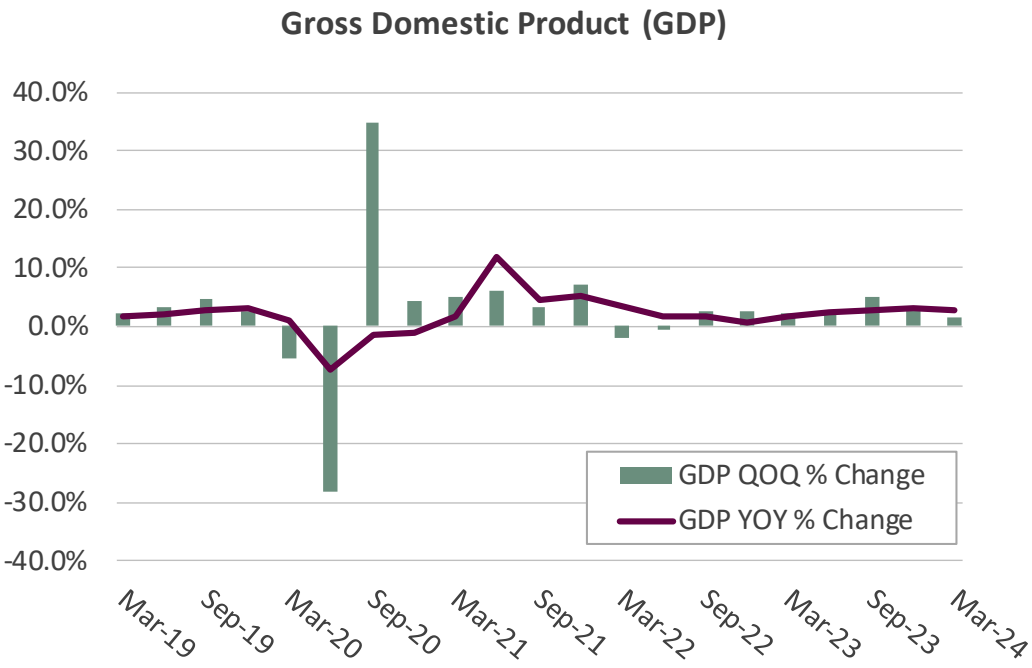
Source: Institute for Supply Management

The Institute for Supply Management (ISM) Manufacturing index edged down to 48.5 in June from 48.7 in May. While new orders picked up, prices paid for materials fell the most in over a year. The ISM Services Index returned to contraction declining to 48.8 in June, from 53.8 in the previous month. Although the level of the decline was a surprise, the trend in the Services PMI, which applies to a larger share of US economic output, has been steadily decreasing.

Gross Domestic Product (GDP)

Components of GDP	6/23	9/23	12/23	3/24
Personal Consumption Expenditures	0.6%	2.1%	2.2%	1.0%
Gross Private Domestic Investment	0.9%	1.7%	0.2%	0.8%
Net Exports and Imports	0.0%	0.0%	0.3%	-0.7%
Federal Government Expenditures	0.1%	0.5%	0.2%	0.0%
State and Local (Consumption and Gross Investment)	0.5%	0.5%	0.6%	0.3%
Total	**2.1%**	**4.9%**	**3.4%**	**1.4%**

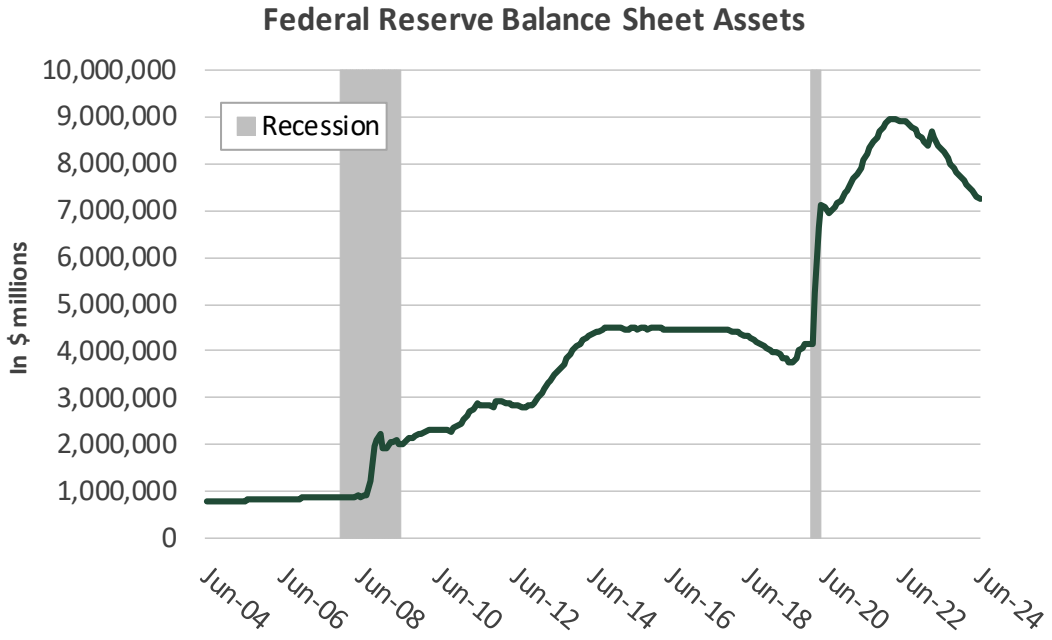
Source: US Department of Commerce



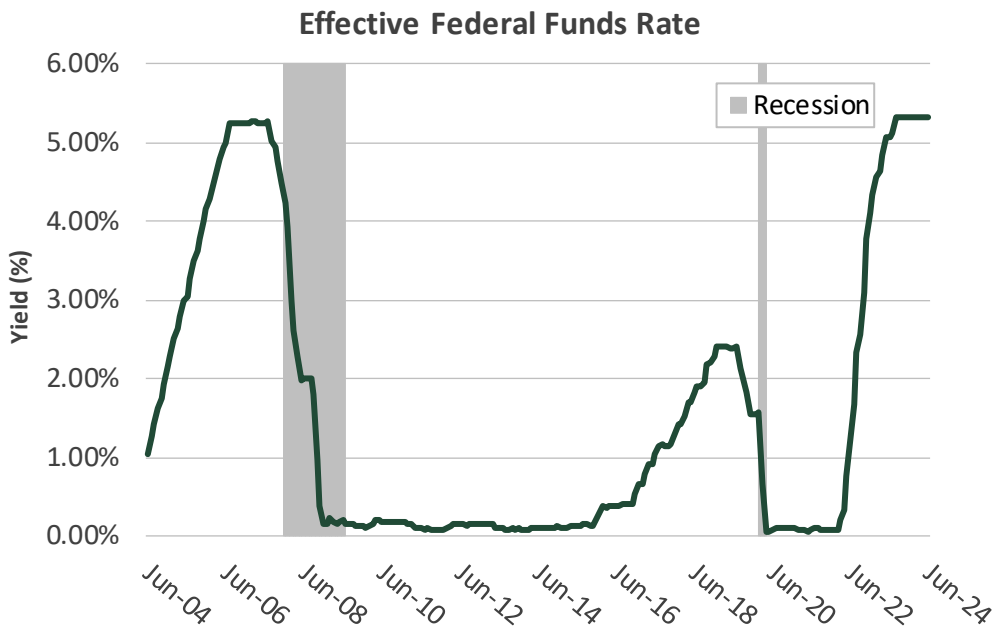
Source: US Department of Commerce

The third and final estimate of first quarter GDP came in as expected with growth up 1.4%, a small upward revision from 1.3% in the second estimate. Notably, the personal consumption expenditures component was revised down substantially to +1.5% in the final estimate from +2.0% in the second estimate. Weaker growth in consumer spending was offset by upward revisions in other major categories, particularly gross fixed investment. The consensus projection calls for 2.0% growth in the second quarter and 2.3% growth for the full year 2024.

Federal Reserve



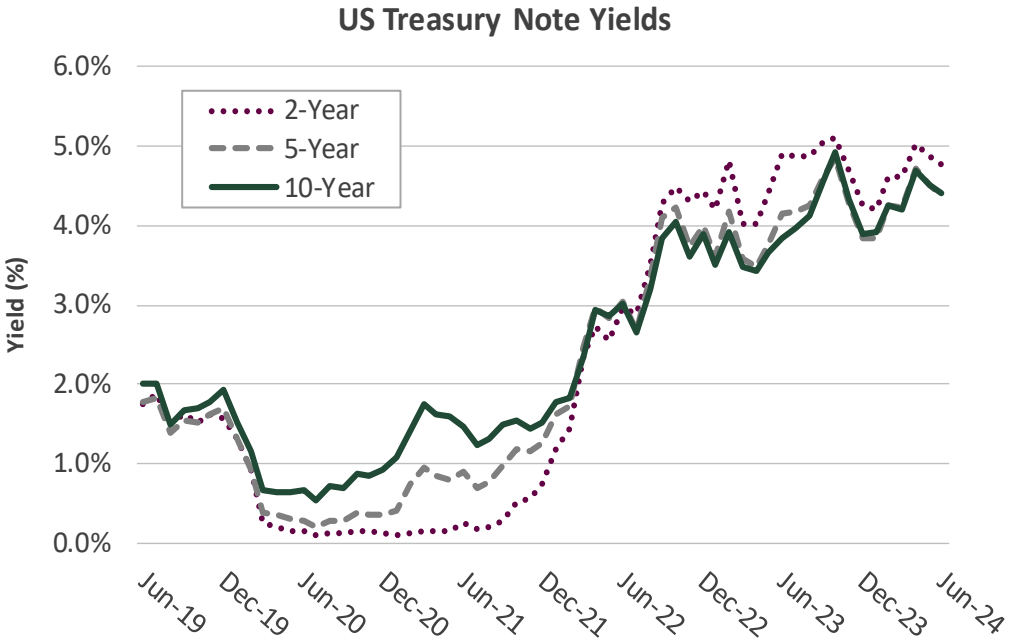
Source: Federal Reserve



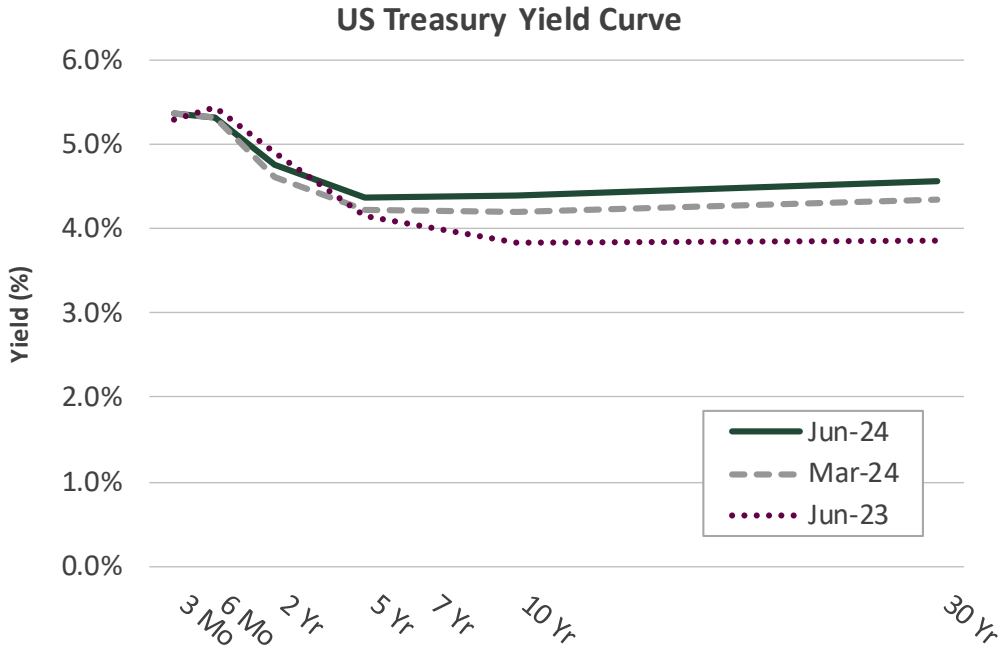
Source: Bloomberg

As expected at the June meeting, the Federal Open Market Committee voted unanimously to leave the federal funds rate unchanged at a target range of 5.25-5.50%, emphasizing the need to see sustained evidence of easing inflation before considering any rate cuts. The FOMC's latest projections now suggest only one interest rate cut in 2024, with four more cuts expected in 2025 and a slightly higher long-term neutral rate. The Fed's inflation projections ticked up marginally, while unemployment and GDP growth forecasts remained steady. Additionally, the Fed continues to reduce its holdings of U.S. Treasury securities and agency mortgage-backed securities as per its predefined schedule of $25 billion and $35 billion per month. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by approximately $1.7T to approximately $7.3T.

Bond Yields



Source: Bloomberg



Source: Bloomberg

At the end of June, the 2-year Treasury yield was 15 basis points lower, and the 10-Year Treasury yield was 56 basis points higher, year-over-year. The inversion between the 2-year Treasury yield and 10-year Treasury yield remained relatively stable at -36 basis points at June month-end versus -37 basis points at May month-end. The inversion has occurred since July 2022 and remains historically long. The average historical spread (since 2003) is about +130 basis points. The inversion between 3-month and 10-year Treasuries widened to -96 basis points in June from -91 basis points in May.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

The investment objectives for the City of Pittsburg, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.

STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of Pittsburg Managed Cons | Account #10618 | As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	6.1	Compliant	
Max % Issuer (MV)	30.0	6.1	Compliant	
Max Maturity (Years)	5.0	3.6	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	7.6	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5.0	4.8	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
CAMP				
Max % (MV)	100.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	1.0	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Days)	270	215	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	14.7	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5	3	Compliant	

STATEMENT OF COMPLIANCE

City of Pittsburg Managed Cons | Account #10618 | As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	18.1	Compliant	
Max % Issuer (MV)	30.0	9.0	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	100.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.3	Compliant	
Max % Issuer (MV)	10.0	0.3	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES, CMOS (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				

STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of Pittsburg Managed Cons | Account #10618 | As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	3.6	Compliant	
Max % Issuer (MV)	5.0	2.1	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	90.0	0.0	Compliant	
Min Rating (A- by 2 or A-1 by 1)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	2.3	Compliant	
Max % Issuer (MV)	10.0	1.6	Compliant	
Max Maturity (Years)	5	2	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	44.8	Compliant	
Max Maturity (Years)	5	4	Compliant	

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	31,587,863.02	31,571,589.30	11.52%
Investment Pools	41,628,224.12	41,782,147.80	15.24%
Additional Bonded Debt Funds	94,972,548.89	94,988,822.61	34.65%
Total	**168,188,636.03**	**168,342,559.71**	**61.40%**
Funds Managed by City's Investment Advisor			
Operating Funds	99,119,050.84	98,988,655.20	36.11%
Bond Managed Reserve	3,015,761.28	3,020,465.12	1.10%
Total	**102,134,812.12**	**102,009,120.32**	**37.21%**
City's Section 115 Trust			
Section 115 Trust	3,649,054.00	3,811,681.20	1.39%
Total	**3,649,054.00**	**3,811,681.20**	**1.39%**
Total City Funds	**273,972,502.15**	**274,163,361.23**	**100.00%**

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

SECTOR ALLOATION

CHANDLER ASSET MANAGEMENT

City of Pittsburg | As of June 30, 2024

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents[1]	$31,587,863.02	$31,571,589.30	18.32%	1	N/A
Money Market Funds	335,490.26	335,490.26	0.19%	1	4.89%
Investment Pools[2]	41,628,224.12	41,782,147.80	24.24%	1	N/A
Total Liquidity	**73,551,577.40**	**73,689,227.36**	**42.76%**	**1**	**4.89%**
U.S. Treasury Notes	44,990,786.34	45,172,375.07	26.21%	230	3.95%
Federal Agency Securities	18,270,343.65	18,163,381.21	10.54%	949	4.21%
Negotiable Certificates of Deposit	3,499,981.55	3,501,944.50	2.03%	99	5.79%
Medium-Term Corporate Notes	14,838,992.05	14,705,205.53	8.53%	642	3.76%
Asset-Backed Securities	7,682,793.25	7,662,201.17	4.45%	1259	4.71%
Commercial Paper	963,636.11	968,842.00	0.56%	215	5.47%
Supranationals	2,351,445.60	2,334,952.28	1.35%	529	3.00%
Collateralized Mortgage Obligations	6,185,582.03	6,144,263.18	3.57%	858	4.16%
Total Securities	**98,783,560.58**	**98,653,164.94**	**57.24%**	**545**	**4.10%**
Total Operating Funds	**172,335,137.98**	**172,342,392.30**	**100.00%**	**312**	**2.36%**
Bonded Debt Funds					
Pittsburg Pension Bond	1,836,323.32	1,836,323.32	1.87%	1	5.14%
Pittsburg AD Auto Mall	354,436.61	359,140.45	0.37%	47	5.30%
Pittsburg AD Vista DM	825,001.35	825,001.35	0.84%	1	5.14%
Additional Bonded Debt Funds[3]	$94,972,548.89	$94,988,822.61	96.92%	N/A	N/A
Total Bonded Debt Funds	**97,988,310.17**	**98,009,287.73**	**100.00%**	**7**	**5.16%**
Section 115 Trust					
Equity Mutual Fund[2]	$3,649,054.00	$3,811,681.20	100.00%	N/A	N/A
Total Section 115 Trust Funds	**3,649,054.00**	**3,811,681.20**	**100.00%**	**N/A**	**N/A**
Total City Funds	**273,972,502.15**	**274,163,361.23**			

[1,2]Funds not managed by City's investment adviser; [3]Bonded Debt Funds not managed, nor tracked by City's investment adviser

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

PORTFOLIO CHARACTERISTICS

City of Pittsburg Managed Cons | Account #10618 | As of June 30, 2024

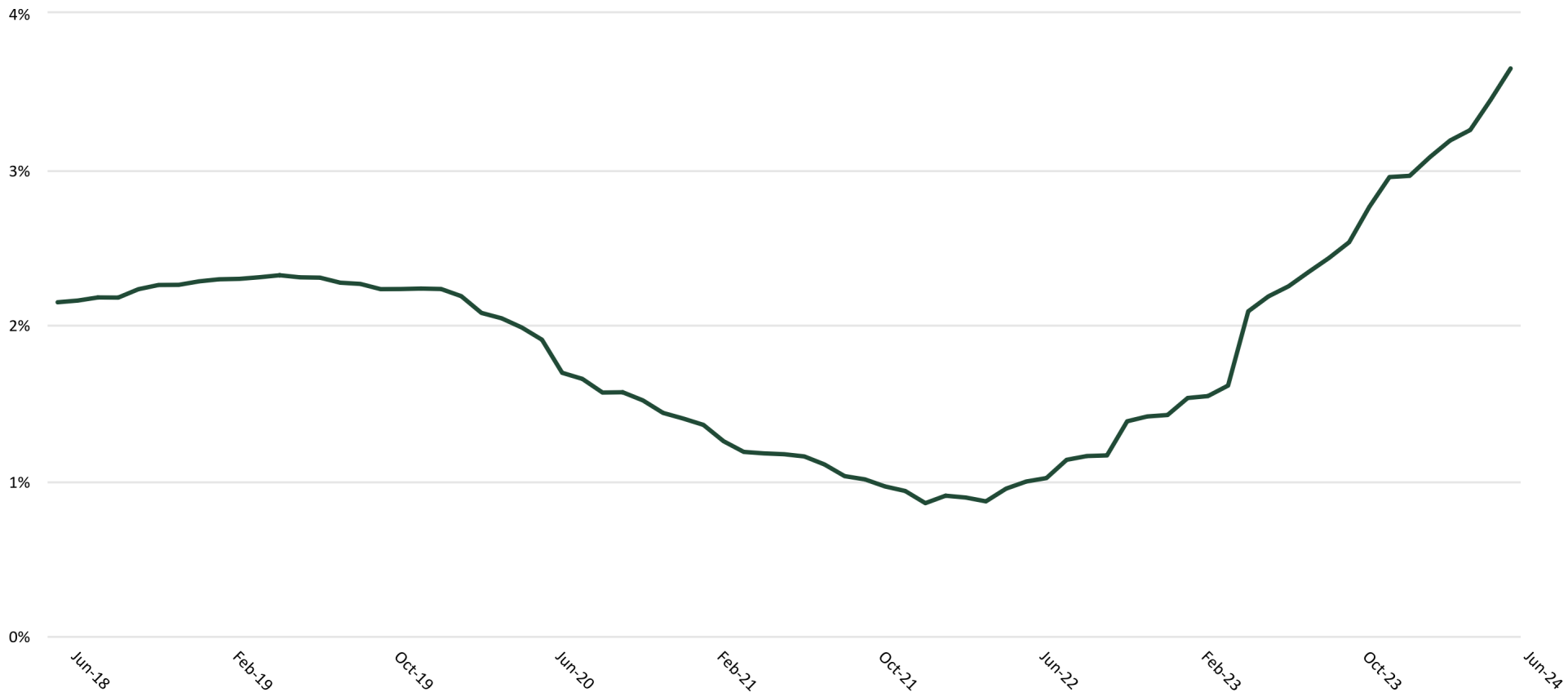
	6/30/2024 Portfolio	3/31/2024 Portfolio
Average Maturity (yrs)	1.69	1.56
Average Modified Duration	1.46	1.39
Average Purchase Yield	4.04%	3.83%
Average Market Yield	4.95%	5.05%
Average Quality**	AA+	AA+
Total Market Value***	100,596,113	99,595,436

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
***Excludes accrued interest.

HISTORICAL AVERAGE PURCHASE YIELD

City of Pittsburg | Account #10607 | As of June 30, 2024

Purchase Yield as of 06/30/24 = 3.65%



PORTFOLIO CHARACTERISTICS

City of Pittsburg Bond Reserve Cons | Account #10640 | As of June 30, 2024

	6/30/2024 Portfolio	3/31/2024 Portfolio
Average Maturity (yrs)	0.02	0.13
Average Modified Duration	0.02	0.13
Average Purchase Yield	5.16%	5.27%
Average Market Yield	5.15%	5.30%
Average Quality**	AAA	AAA
Total Market Value***	3,020,465	2,982,890

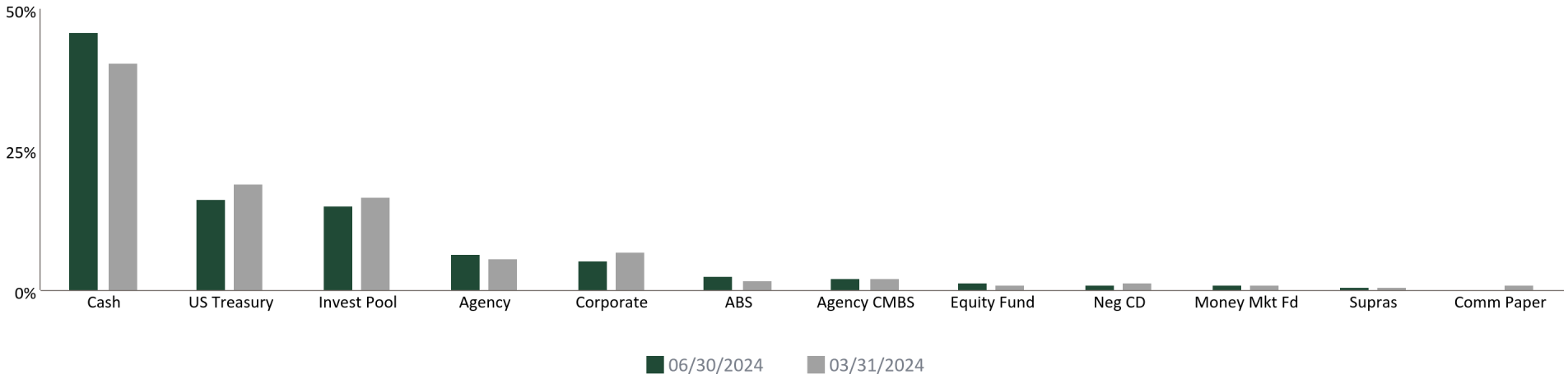
*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
***Excludes accrued interest.

CHANDLER ASSET MANAGEMENT

CONSOLIDATED INFORMATION

SECTOR DISTRIBUTION

City of Pittsburg Total Cons | Account #10638 | As of June 30, 2024



Sector as a Percentage of Market Value

Sector	06/30/2024	03/31/2024
Cash	46.2%	40.6%
US Treasury	16.6%	19.3%
Invest Pool	15.2%	16.6%
Agency	6.6%	5.8%
Corporate	5.4%	7.0%
ABS	2.8%	2.1%
Agency CMBS	2.2%	2.5%
Equity Fund	1.4%	1.3%
Neg CD	1.3%	1.4%
Money Mkt Fd	1.1%	1.1%
Supras	0.9%	0.9%
Comm Paper	0.4%	1.2%

ISSUERS

City of Pittsburg Total Cons | Account #10638 | As of June 30, 2024

Issuer	Investment Type	% Portfolio
City of Pittsburg	Multiple	62.21%
United States	US Treasury	16.59%
Federal Home Loan Banks	Agency	3.31%
Farm Credit System	Agency	2.97%
FHLMC	Agency CMBS	2.24%
Allspring Group Holdings LLC	Money Mkt Fd	1.10%
Coöperatieve Rabobank U.A.	Neg CD	0.73%
Inter-American Development Bank	Supras	0.59%
Cash	Cash	0.59%
The Toronto-Dominion Bank	Neg CD	0.55%
Toyota Motor Corporation	Multiple	0.44%
Royal Bank of Canada	Corporate	0.42%
American Express Credit Master Trust	ABS	0.39%
Honda Auto Receivables Owner Trust	ABS	0.39%
Caterpillar Inc.	Corporate	0.36%
Cisco Systems, Inc.	Corporate	0.36%
The Home Depot, Inc.	Corporate	0.36%
Chase Issuance Trust	ABS	0.36%
FNMA	Agency	0.35%
State Street Corporation	Corporate	0.31%
John Deere Owner Trust	ABS	0.28%
Bank of Montreal	Corporate	0.27%
BMW Vehicle Lease Trust	ABS	0.27%
Apple Inc.	Corporate	0.27%
Massachusetts Mutual Life Insurance	Corporate	0.27%
Chubb Limited	Corporate	0.26%
Amazon.com, Inc.	Corporate	0.26%
Honeywell International Inc.	Corporate	0.26%

ISSUERS

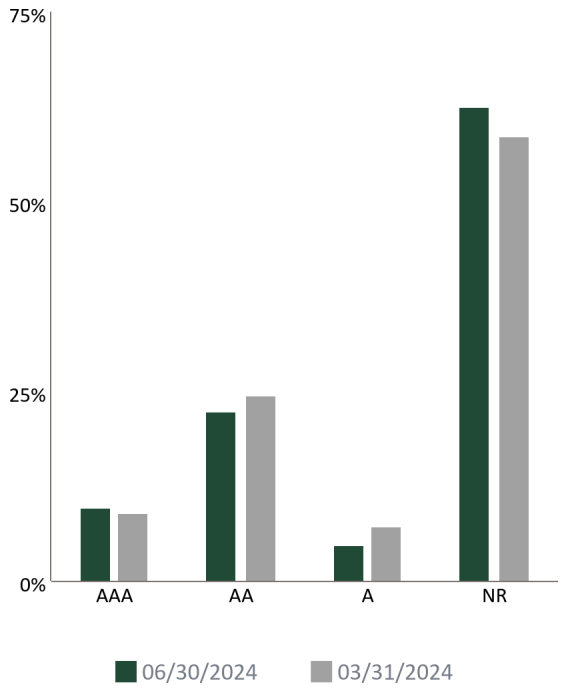
City of Pittsburg Total Cons | Account #10638 | As of June 30, 2024

Issuer	Investment Type	% Portfolio
International Finance Corporation	Supras	0.26%
Toyota Auto Receivables Owner Trust	ABS	0.23%
Mastercard Incorporated	Corporate	0.21%
Northern Trust Corporation	Corporate	0.21%
BMW Vehicle Owner Trust	ABS	0.21%
PACCAR Inc	Corporate	0.20%
Hyundai Auto Lease Securitization Tr	ABS	0.19%
GM Financial Securitized Term	ABS	0.19%
Bank of America Corporation	Corporate	0.18%
BNY Mellon Corp	Corporate	0.18%
Deere & Company	Corporate	0.18%
Duke Energy Corporation	Corporate	0.18%
Target Corporation	Corporate	0.18%
Bank of America Credit Card Trust	ABS	0.13%
Morgan Stanley	Corporate	0.12%
PepsiCo, Inc.	Corporate	0.10%
Hyundai Auto Receivables Trust	ABS	0.08%
Mercedes-Benz Auto Lease Trust	ABS	0.07%
Walmart Inc.	Corporate	0.06%
Salesforce, Inc.	Corporate	0.04%
TOTAL		**100.00%**

QUALITY DISTRIBUTION

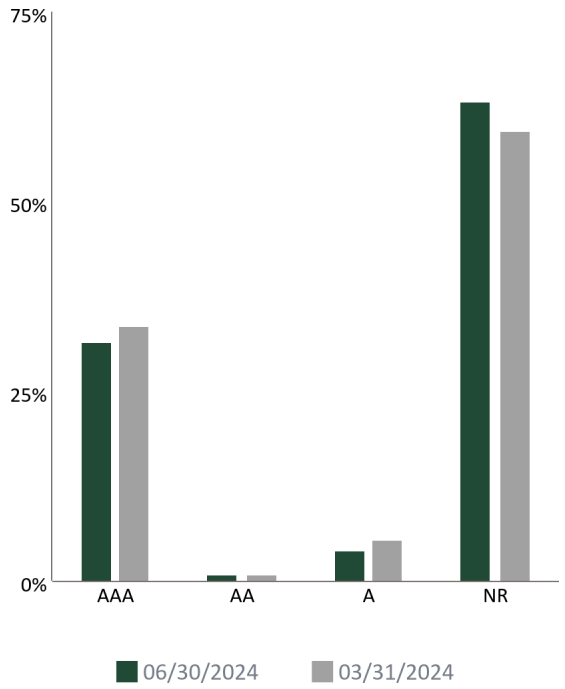
City of Pittsburg Total Cons | Account #10638 | As of June 30, 2024

S&P Rating



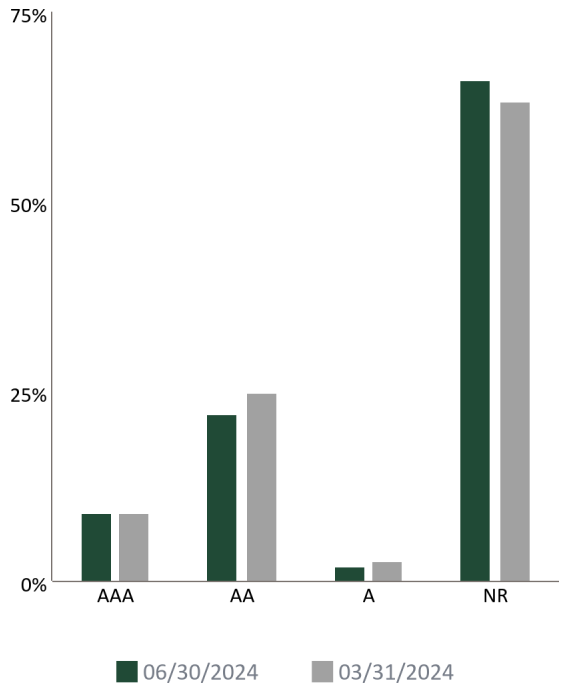
Rating	06/30/2024	03/31/2024
AAA	9.7%	9.1%
AA	22.6%	24.7%
A	4.9%	7.3%
NR	62.7%	58.9%

Moody's Rating



Rating	06/30/2024	03/31/2024
AAA	31.6%	33.8%
AA	1.0%	1.1%
A	4.1%	5.5%
NR	63.3%	59.6%

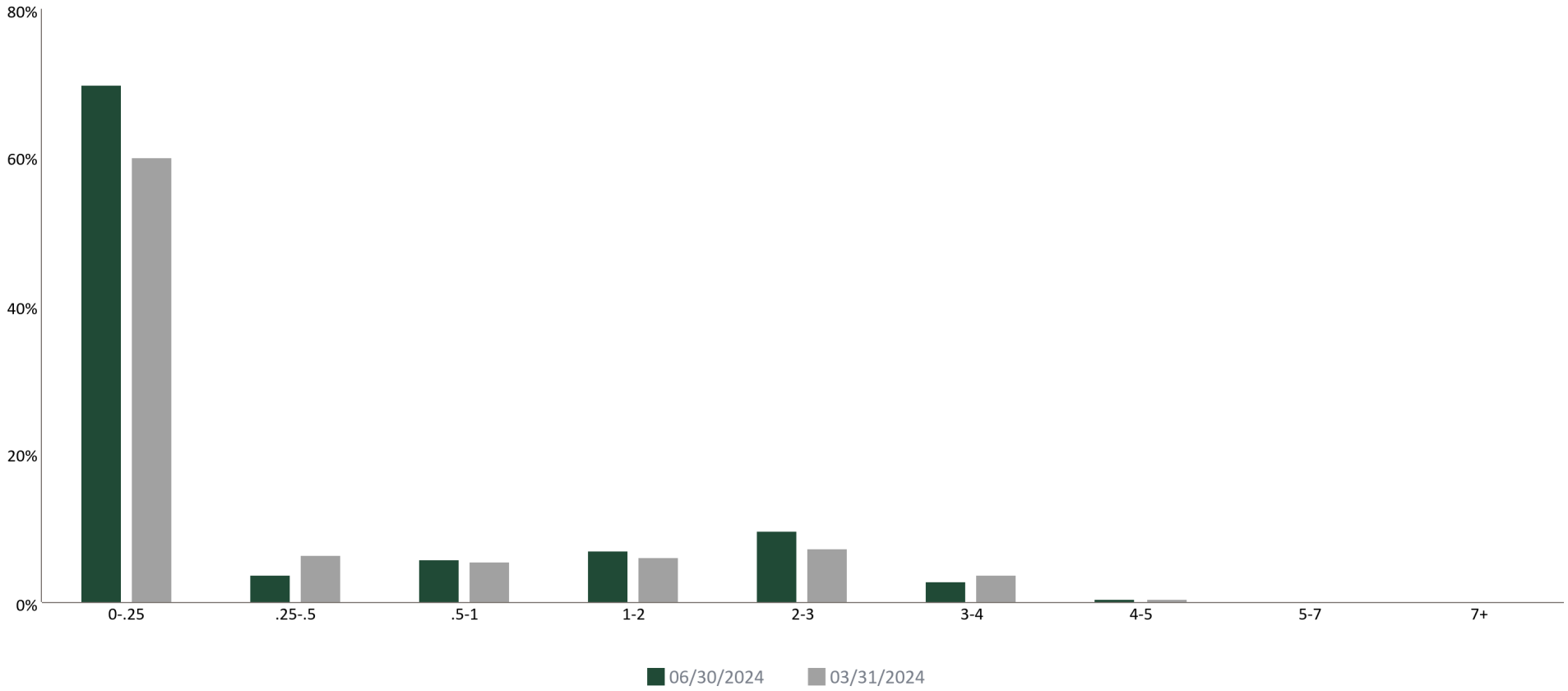
Fitch Rating



Rating	06/30/2024	03/31/2024
AAA	9.2%	9.0%
AA	22.1%	24.9%
A	2.3%	2.8%
NR	66.3%	63.3%

DURATION DISTRIBUTION

City of Pittsburg Total Cons | Account #10638 | As of June 30, 2024



Date	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
06/30/2024	69.8%	4.0%	6.0%	7.2%	9.7%	2.9%	0.5%	0.0%	0.0%
03/31/2024	60.0%	6.5%	5.5%	6.3%	7.3%	3.9%	0.5%	0.0%	0.0%

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
47788UAC6	JDOT 2021 A3 0.36 09/15/2025	17,929.88	03/02/2021 0.37%	17,926.43 17,929.11	99.37 4.93%	17,817.09 2.87	0.01% (112.02)	Aaa/NA AAA	1.21 0.14
43815EAC8	HAROT 2021-3 A3 0.41 11/18/2025	90,390.49	08/17/2021 0.41%	90,389.17 90,390.12	98.51 4.36%	89,047.12 13.38	0.03% (1,343.00)	NA/AAA AAA	1.39 0.38
43815GAC3	HAROT 2021-4 A3 0.88 01/21/2026	73,921.44	11/16/2021 0.89%	73,905.86 73,916.20	97.97 4.64%	72,417.37 18.07	0.03% (1,498.83)	Aaa/NA AAA	1.56 0.55
47789QAC4	JDOT 2021-B A3 0.52 03/16/2026	69,102.88	07/13/2021 0.52%	69,096.71 69,100.90	98.07 4.81%	67,772.14 15.97	0.02% (1,328.76)	Aaa/NA AAA	1.71 0.45
89238JAC9	TAOT 2021-D A3 0.71 04/15/2026	72,853.87	11/09/2021 0.95%	72,852.31 72,853.45	98.00 4.44%	71,396.02 22.99	0.03% (1,457.43)	NA/AAA AAA	1.79 0.57
44935FAD6	HART 2021-C A3 0.74 05/15/2026	130,035.55	07/27/2022 3.67%	124,219.50 127,365.16	98.36 4.11%	127,903.13 42.77	0.05% 537.98	NA/AAA AAA	1.87 0.49
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	121,332.40	05/10/2022 3.23%	121,326.09 121,329.43	98.66 4.97%	119,710.06 64.91	0.04% (1,619.37)	Aaa/AAA NA	2.15 0.78
47787JAC2	JDOT 2022 A3 0.36 09/15/2026	127,712.25	03/10/2022 2.34%	127,684.00 127,699.25	98.03 5.46%	125,199.99 131.69	0.05% (2,499.27)	Aaa/NA AAA	2.21 0.64
448977AD0	HART 2022-A A3 2.22 10/15/2026	85,481.86	05/02/2022 3.40%	83,398.24 84,490.19	98.19 4.60%	83,932.48 84.34	0.03% (557.71)	NA/AAA AAA	2.29 0.78
448988AD7	HALST 24A A3 5.02 03/15/2027	255,000.00	01/17/2024 5.03%	254,951.68 254,958.38	99.58 5.37%	253,922.29 568.93	0.09% (1,036.09)	NA/AAA AAA	2.71 1.63
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	750,000.00	06/20/2024 5.40%	746,015.63 746,055.20	99.46 5.39%	745,964.85 622.50	0.27% (90.35)	Aaa/AAA NA	2.73 1.60
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	157,725.75	07/06/2022 3.93%	157,724.66 157,725.21	98.64 4.95%	155,577.75 239.22	0.06% (2,147.46)	Aaa/NA AAA	2.79 1.03
44934FAD7	HALST 24B A3 5.41 05/17/2027	280,000.00	05/14/2024 5.41%	279,992.22 279,992.51	100.22 5.36%	280,609.98 673.24	0.10% 617.47	NA/AAA AAA	2.88 1.69
02582JJT8	AMXCA 2022-2 A 05/17/2027	510,000.00	05/17/2022 3.42%	509,887.19 509,952.39	98.21 5.54%	500,871.00 768.40	0.18% (9,081.39)	NA/AAA AAA	0.87 0.92
161571HS6	CHAIT 2022-1 A 3.97 09/15/2027	1,000,000.00	05/11/2023 4.28%	993,945.31 995,523.96	98.37 5.45%	983,680.00 1,764.44	0.36% (11,843.96)	NR/AAA AAA	3.21 1.23

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	190,000.00	05/17/2024 5.73%	189,977.77 189,978.42	100.29 5.25%	190,544.05 449.24	0.07% 565.63	Aaa/NA AAA	3.55 2.00
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	135,000.00	07/11/2023 5.47%	134,976.08 134,981.04	100.31 5.39%	135,423.01 123.08	0.05% 441.97	NA/AAA AAA	3.66 1.96
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	235,000.00	11/01/2023 5.74%	234,958.62 234,964.41	100.88 5.37%	237,071.92 370.13	0.09% 2,107.52	Aaa/NA AAA	3.98 2.28
89239FAD4	TAOT 2023-D A3 5.54 08/15/2028	195,000.00	11/07/2023 6.30%	194,978.98 194,981.77	100.71 5.32%	196,392.87 480.13	0.07% 1,411.10	NA/AAA AAA	4.13 2.51
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	670,000.00	02/13/2024 5.27%	669,970.86 669,973.19	100.05 5.26%	670,333.12 1,551.42	0.24% 359.93	Aaa/AAA NA	4.13 2.44
89238DAD0	TAOT 2024-A A3 4.83 10/16/2028	375,000.00	01/23/2024 4.89%	374,924.96 374,931.63	99.36 5.13%	372,584.85 805.00	0.14% (2,346.78)	Aaa/AAA NA	4.30 2.62
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	180,000.00	03/11/2024 5.12%	179,989.92 179,990.54	99.61 5.22%	179,291.65 396.80	0.07% (698.89)	Aaa/NA AAA	4.38 2.07
36268GAD7	GMCAR 2024-1 A3 4.85 12/18/2028	360,000.00	-- 4.90%	359,958.35 359,962.12	99.39 5.13%	357,814.44 727.50	0.13% (2,147.68)	Aaa/NA AAA	4.47 2.77
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	320,000.00	06/04/2024 5.18%	319,951.39 319,951.95	100.10 5.21%	320,316.13 920.89	0.12% 364.17	Aaa/AAA NA	4.66 2.10
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	365,000.00	06/11/2024 5.81%	364,928.64 364,929.18	100.31 5.14%	366,127.67 685.39	0.13% 1,198.49	Aaa/NA AAA	4.71 2.32
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	570,000.00	04/16/2024 5.30%	569,883.15 569,887.58	100.94 4.99%	575,335.43 1,324.93	0.21% 5,447.85	NA/AAA AAA	4.79 2.53
05522RDJ4	BACCT 2024-1 A 4.93 03/15/2029	365,000.00	06/06/2024 4.93%	364,979.52 364,979.73	100.04 4.99%	365,144.76 899.73	0.13% 165.03	Aaa/AAA NA	4.71 2.61
Total ABS		**7,701,486.36**	**4.71%**	**7,682,793.25** **7,688,793.02**	**99.50** **5.21%**	**7,662,201.17** **13,767.96**	**2.79%** **(26,591.85)**	**Aaa/AAA** **AAA**	**3.45** **1.82**
AGENCY									
3133ENKS8	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.125 01/06/2025	425,000.00	01/06/2022 1.20%	424,043.75 424,834.34	97.88 5.35%	415,969.17 2,324.22	0.15% (8,865.17)	Aaa/AA+ AA+	0.52 0.50
3130AWER7	FEDERAL HOME LOAN BANKS 4.625 06/06/2025	1,000,000.00	06/13/2023 4.74%	997,830.00 998,978.12	99.49 5.19%	994,910.00 3,211.81	0.36% (4,068.12)	Aaa/AA+ AA+	0.93 0.90

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	1,000,000.00	03/07/2022 1.76%	953,120.00 984,447.39	94.81 5.07%	948,103.18 1,312.50	0.35% (36,344.21)	Aaa/AA+ AA+	1.15 1.12
3133EPJX4	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.625 02/17/2026	1,000,000.00	05/15/2023 3.89%	993,250.00 996,004.97	98.03 4.90%	980,276.82 13,493.06	0.36% (15,728.15)	Aaa/AA+ AA+	1.64 1.54
3130B0ZP7	FEDERAL HOME LOAN BANKS 4.875 03/13/2026	1,000,000.00	06/21/2024 4.85%	1,000,450.00 1,000,444.98	99.99 4.88%	999,883.67 9,750.00	0.36% (561.31)	Aaa/AA+ AA+	1.70 1.60
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	1,500,000.00	05/09/2023 3.90%	1,504,095.00 1,502,515.93	98.54 4.84%	1,478,137.61 10,500.00	0.54% (24,378.33)	Aaa/AA+ AA+	1.83 1.73
3133EPVP7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 07/08/2026	1,000,000.00	12/06/2023 4.48%	1,006,424.00 1,005,015.35	99.86 4.83%	998,558.99 22,826.39	0.36% (6,456.36)	Aaa/AA+ AA+	2.02 1.86
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	11/09/2023 4.85%	1,003,740.00 1,002,858.67	100.41 4.79%	1,004,135.16 20,972.22	0.37% 1,276.49	Aaa/AA+ AA+	2.08 1.92
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	1,000,000.00	11/30/2023 4.53%	1,002,530.00 1,002,031.95	99.90 4.67%	998,994.87 5,652.78	0.36% (3,037.08)	Aaa/AA+ AA+	2.38 2.22
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	03/25/2024 4.45%	1,001,450.00 1,001,321.55	99.77 4.59%	997,723.94 11,875.00	0.36% (3,597.61)	Aaa/AA+ AA+	2.74 2.52
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	865,000.00	04/10/2024 4.85%	862,716.40 862,885.63	100.28 4.64%	867,454.40 9,130.56	0.32% 4,568.77	Aaa/AA+ AA+	2.77 2.55
3133ERDS7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/06/2027	1,000,000.00	05/22/2024 4.70%	1,001,317.00 1,001,269.35	100.37 4.61%	1,003,707.98 7,256.94	0.37% 2,438.63	Aaa/AA+ AA+	2.85 2.62
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	1,000,000.00	06/26/2024 4.57%	1,001,530.00 1,001,524.33	100.12 4.58%	1,001,152.76 6,038.19	0.37% (371.57)	Aaa/AA+ AA+	2.95 2.71
3130ATUS4	FEDERAL HOME LOAN BANKS 4.25 12/10/2027	1,000,000.00	05/15/2023 3.66%	1,024,620.00 1,018,542.44	99.11 4.53%	991,116.15 2,479.17	0.36% (27,426.29)	Aaa/AA+ AA+	3.45 3.16
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	1,000,000.00	04/24/2023 3.76%	1,032,720.00 1,024,765.05	99.88 4.53%	998,773.03 13,875.00	0.36% (25,992.02)	Aaa/AA+ AA+	3.70 3.32
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	1,000,000.00	07/06/2023 4.49%	978,470.00 982,749.63	98.67 4.37%	986,695.28 2,444.44	0.36% 3,945.65	Aaa/AA+ AA+	3.94 3.60
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,250,000.00	09/07/2023 4.49%	1,243,625.00 1,244,661.33	99.66 4.46%	1,245,800.14 17,165.80	0.45% 1,138.81	Aaa/AA+ AA+	4.19 3.74
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	1,250,000.00	10/12/2023 4.71%	1,238,412.50 1,240,077.04	100.16 4.46%	1,251,988.06 15,468.75	0.46% 11,911.02	Aaa/AA+ AA+	4.23 3.77

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Agency		**18,290,000.00**	**4.21%**	**18,270,343.65** **18,294,928.05**	**99.32** **4.71%**	**18,163,381.21** **175,776.82**	**6.62%** **(131,546.84)**	**Aaa/AA+** **AA+**	**2.60** **2.38**
AGENCY CMBS									
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	500,000.00	05/16/2022 2.99%	503,886.72 501,381.87	97.68 5.34%	488,401.05 1,378.33	0.18% (12,980.82)	Aaa/AA+ AAA	1.24 1.05
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	1,000,000.00	02/15/2023 4.64%	949,570.31 973,506.31	96.46 5.22%	964,585.60 2,287.50	0.35% (8,920.71)	Aaa/AA+ AAA	1.57 1.38
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	710,000.00	11/29/2022 4.51%	664,903.91 684,351.18	95.24 4.99%	676,229.99 1,569.69	0.25% (8,121.19)	Aaa/AA+ AAA	2.15 2.00
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	500,000.00	12/05/2022 4.27%	484,082.03 490,193.62	96.36 4.98%	481,792.15 1,429.17	0.18% (8,401.47)	Aaa/AA+ AAA	2.57 2.27
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	1,000,000.00	05/10/2023 3.93%	969,218.75 977,820.01	95.14 4.92%	951,379.20 2,597.50	0.35% (26,440.81)	Aaa/AA+ AAA	2.99 2.66
3137FAWS3	FHMS K-067 A2 3.194 07/25/2027	1,000,000.00	05/10/2023 3.92%	971,562.50 979,350.75	95.15 4.90%	951,517.20 2,661.67	0.35% (27,833.55)	Aaa/AA+ AA+	3.07 2.80
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	750,000.00	06/09/2023 4.41%	714,902.34 723,631.17	95.02 4.89%	712,620.90 1,991.88	0.26% (11,010.27)	Aaa/AAA AA+	3.24 2.89
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	965,000.00	05/24/2023 4.27%	927,455.47 936,365.86	95.10 4.87%	917,737.10 2,693.96	0.33% (18,628.76)	Aaa/AA+ AAA	3.57 3.18
Total Agency CMBS		**6,425,000.00**	**4.16%**	**6,185,582.03** **6,266,600.77**	**95.64** **5.00%**	**6,144,263.18** **16,609.69**	**2.24%** **(122,337.59)**	**Aaa/AA+** **AAA**	**2.63** **2.35**
CASH									
CCYUSD	Receivable	143.12	-- 0.00%	143.12 143.12	1.00 0.00%	143.12 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	3,227.53	-- 0.00%	3,227.53 3,227.53	1.00 0.00%	3,227.53 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	7,186.33	-- 0.00%	7,186.33 7,186.33	1.00 0.00%	7,186.33 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CCYUSD	Receivable	41,459.07	--	41,459.07	1.00	41,459.07	0.02%	Aaa/AAA	0.00
			0.00%	41,459.07	0.00%	0.00	0.00	AAA	0.00
CCYUSD	Receivable	1,565,999.03	--	1,565,999.03	1.00	1,565,999.03	0.57%	Aaa/AAA	0.00
			0.00%	1,565,999.03	0.00%	0.00	0.00	AAA	0.00
90PITT$00	City of Pittsburg	29,980,404.92	--	29,980,404.92	1.00	29,980,404.92	10.93%	NA/NA	0.00
			0.00%	29,980,404.92	0.00%	0.00	0.00	NA	0.00
90PITT$02	City of Pittsburg	94,972,548.89	--	94,972,548.89	1.00	94,988,822.61	34.64%	NA/NA	0.00
			0.00%	94,972,548.89	0.00%	0.00	16,273.72	NA	0.00
				126,570,968.89	**1.00**	**126,587,242.61**	**46.17%**	**Aaa/AAA**	**0.00**
Total Cash		**126,570,968.89**	**0.00%**	**126,570,968.89**	**0.00%**	**0.00**	**16,273.72**	**AAA**	**0.00**
COMMERCIAL PAPER									
89233GNX0	Toyota Motor Credit Corporation 01/31/2025	1,000,000.00	05/29/2024	963,636.11	96.88	968,842.00	0.35%	P-1/A-1+	0.59
			5.47%	968,494.44	5.42%	0.00	347.56	F1	0.57
Total Commercial Paper		**1,000,000.00**	**5.47%**	**963,636.11**	**96.88**	**968,842.00**	**0.35%**	**P-1/A-1+**	**0.59**
				968,494.44	**5.42%**	**0.00**	**347.56**	**F1**	**0.57**
CORPORATE									
06367TQW3	BANK OF MONTREAL 0.625 07/09/2024	750,000.00	09/10/2021	749,392.50	99.88	749,132.48	0.27%	A2/A-	0.02
			0.65%	749,995.28	5.24%	2,239.58	(862.80)	AA-	0.02
79466LAG9	SALESFORCE INC 0.625 07/15/2024	115,000.00	06/29/2021	114,941.35	99.81	114,779.05	0.04%	A1/A+	0.04
			0.64%	114,999.25	5.23%	331.42	(220.20)	NA	0.04
037833DM9	APPLE INC 1.8 09/11/2024	750,000.00	08/18/2021	776,857.50	99.29	744,642.96	0.27%	Aaa/AA+	0.20
			0.59%	751,013.02	5.43%	4,125.00	(6,370.06)	NA	0.20
78015K7C2	ROYAL BANK OF CANADA 2.25 11/01/2024	500,000.00	05/19/2021	525,750.00	98.87	494,357.54	0.18%	A1/A	0.34
			0.74%	502,513.69	5.65%	1,875.00	(8,156.15)	AA-	0.33
57636QAN4	MASTERCARD INC 2.0 03/03/2025	600,000.00	10/28/2021	618,294.00	97.81	586,832.17	0.21%	Aa3/A+	0.67
			1.05%	603,335.97	5.35%	3,933.33	(16,503.80)	NA	0.65
87612EBL9	TARGET CORP 2.25 04/15/2025	500,000.00	02/17/2022	502,465.00	97.57	487,836.06	0.18%	A2/A	0.79
			2.08%	500,567.15	5.43%	2,375.00	(12,731.09)	A	0.77

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
437076CM2	HOME DEPOT INC 2.7 04/15/2025	500,000.00	03/24/2022 2.76%	499,125.00 499,773.79	97.97 5.35%	489,855.95 2,850.00	0.18% (9,917.84)	A2/A A	0.79 0.76
06406RBC0	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	510,000.00	04/19/2022 3.35%	509,928.60 509,980.57	98.31 5.48%	501,398.19 3,132.25	0.18% (8,582.38)	A1/A AA-	0.82 0.79
26442UAA2	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	500,000.00	04/18/2022 3.21%	500,605.00 500,171.62	97.80 5.28%	489,012.77 6,138.89	0.18% (11,158.86)	Aa3/A WR	1.13 1.07
57629WDK3	MASSMUTUAL GLOBAL FUNDING II 4.15 08/26/2025	750,000.00	05/10/2023 4.74%	740,385.00 745,163.78	98.74 5.28%	740,562.68 10,807.29	0.27% (4,601.10)	Aa3/AA+ AA+	1.16 1.10
931142EW9	WALMART INC 3.9 09/09/2025	155,000.00	09/06/2022 3.92%	154,891.50 154,956.94	98.56 5.15%	152,775.23 1,880.67	0.06% (2,181.71)	Aa2/AA AA	1.19 1.13
857477BR3	STATE STREET CORP 1.746 02/06/2026	190,000.00	02/02/2022 1.75%	190,000.00 190,000.00	97.57 5.84%	185,389.38 1,336.18	0.07% (4,610.62)	A1/A AA-	1.61 0.58
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	750,000.00	08/24/2023 5.19%	715,927.50 726,646.94	96.76 5.21%	725,732.83 4,047.92	0.26% (914.11)	A3/A A	1.84 1.75
69371RR32	PACCAR FINANCIAL CORP 1.1 05/11/2026	600,000.00	02/10/2023 4.54%	538,422.00 564,626.51	92.95 5.11%	557,699.54 916.67	0.20% (6,926.97)	A1/A+ NA	1.86 1.80
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	250,000.00	01/11/2023 4.55%	223,112.50 234,601.97	92.61 5.12%	231,518.89 101.56	0.08% (3,083.08)	A1/A+ A+	1.97 1.90
857477CD3	STATE STREET CORP 5.272 08/03/2026	350,000.00	07/31/2023 5.27%	350,000.00 350,000.00	100.19 5.17%	350,666.84 7,585.82	0.13% 666.84	A1/A AA-	2.09 1.84
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	500,000.00	08/24/2023 5.48%	500,680.00 500,481.48	100.71 5.17%	503,550.14 10,207.75	0.18% 3,068.66	Aa1/A+ AA	2.13 1.88
437076CV2	HOME DEPOT INC 4.95 09/30/2026	500,000.00	11/30/2023 4.86%	501,140.00 500,900.60	99.86 5.01%	499,303.50 6,256.25	0.18% (1,597.11)	A2/A A	2.25 2.08
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	335,000.00	10/30/2023 5.88%	335,000.00 335,000.00	101.23 5.31%	339,132.07 3,338.85	0.12% 4,132.07	Aa3/A+ AA-	2.33 2.07
438516BL9	HONEYWELL INTERNATIONAL INC 2.5 11/01/2026	750,000.00	05/10/2023 3.96%	714,847.50 726,371.09	94.51 5.02%	708,848.11 3,125.00	0.26% (17,522.99)	A2/A A	2.34 2.22
713448FW3	PEPSICO INC 5.125 11/10/2026	275,000.00	11/08/2023 5.13%	274,925.75 274,941.60	100.44 4.92%	276,208.33 1,996.61	0.10% 1,266.73	A1/A+ NA	2.36 2.11
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	500,000.00	01/18/2024 4.52%	499,705.00 499,748.66	99.00 4.92%	495,023.37 10,812.50	0.18% (4,725.30)	A1/A A+	2.53 2.30

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Pittsburg Total Cons | Account #10638 | As of June 30, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	665,000.00	01/10/2024 4.88%	664,833.75 664,858.63	99.34 5.15%	660,591.74 14,588.44	0.24% (4,266.89)	A1/A AA-	2.56 2.32
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,000,000.00	-- 4.81%	999,831.60 999,851.79	99.73 4.91%	997,295.80 16,666.67	0.36% (2,555.99)	A1/AA- NA	2.66 2.43
857477CL5	STATE STREET CORP 4.993 03/18/2027	325,000.00	03/13/2024 4.99%	325,000.00 325,000.00	99.88 5.04%	324,606.96 4,642.80	0.12% (393.04)	A1/A AA-	2.71 2.48
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	600,000.00	09/12/2022 4.08%	597,906.00 598,714.51	97.61 4.90%	585,684.10 3,400.00	0.21% (13,030.41)	A2/A+ A+	2.86 2.65
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	1,000,000.00	05/15/2024 4.89%	1,002,930.00 1,002,809.26	100.06 4.97%	1,000,617.18 6,527.78	0.36% (2,192.08)	A2/A A+	2.87 2.63
023135BC9	AMAZON.COM INC 3.15 08/22/2027	750,000.00	06/26/2024 4.90%	712,095.00 712,226.73	94.95 4.90%	712,151.71 8,465.63	0.26% (75.02)	A1/AA AA-	3.15 2.91
Total Corporate		**14,970,000.00**	**3.76%**	**14,838,992.05** **14,839,250.83**	**98.28** **5.17%**	**14,705,205.53** **143,704.85**	**5.36%** **(134,045.29)**	**A1/A+** **A+**	**1.76** **1.62**
EQUITY MUTUAL FUND									
90PARS$00	City of Pittsburg	3,649,054.00	-- 0.00%	3,649,054.00 3,649,054.00	1.04 0.00%	3,811,681.20 0.00	1.39% 162,627.20	NA/NA NA	0.00 0.00
Total Equity Mutual Fund		**3,649,054.00**	**0.00%**	**3,649,054.00** **3,649,054.00**	**1.04** **0.00%**	**3,811,681.20** **0.00**	**1.39%** **162,627.20**	**NA/NA** **NA**	**0.00** **0.00**
INVESTMENT POOL									
90PITT$01	City of Pittsburg	41,628,224.12	-- 0.00%	41,628,224.12 41,628,224.12	1.00 0.00%	41,782,147.80 0.00	15.24% 153,923.68	NA/NA NA	0.00 0.00
Total Investment Pool		**41,628,224.12**	**0.00%**	**41,628,224.12** **41,628,224.12**	**1.00** **0.00%**	**41,782,147.80** **0.00**	**15.24%** **153,923.68**	**NA/NA** **NA**	**0.00** **0.00**
MONEY MARKET FUND									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
94975H296	ALLSPRING:TRS+ MM I	36,450.94	-- 5.16%	36,450.94 36,450.94	1.00 5.16%	36,450.94 0.00	0.01% 0.00	Aaa/ AAAm NA	0.00 0.00
94975H254	ALLSPRING:GOVT MM S	86,252.73	-- 4.89%	86,252.73 86,252.73	1.00 4.89%	86,252.73 0.00	0.03% 0.00	Aaa/ AAAm NA	0.00 0.00
94975H254	ALLSPRING:GOVT MM S	249,237.53	-- 4.89%	249,237.53 249,237.53	1.00 4.89%	249,237.53 0.00	0.09% 0.00	Aaa/ AAAm NA	0.00 0.00
94975H296	ALLSPRING:TRS+ MM I	821,773.82	-- 5.16%	821,773.82 821,773.82	1.00 5.16%	821,773.82 0.00	0.30% 0.00	Aaa/ AAAm NA	0.00 0.00
94975H296	ALLSPRING:TRS+ MM I	1,829,136.99	-- 5.16%	1,829,136.99 1,829,136.99	1.00 5.16%	1,829,136.99 0.00	0.67% 0.00	Aaa/ AAAm NA	0.00 0.00
Total Money Market Fund		**3,022,852.01**	**5.13%**	**3,022,852.01 3,022,852.01**	**1.00 5.13%**	**3,022,852.01 0.00**	**1.10% 0.00**	**Aaa/ AAAm NA**	**0.00 0.00**
NEGOTIABLE CD									
21684XH82	COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH 5.9 09/06/2024	2,000,000.00	09/07/2023 5.90%	1,999,981.55 1,999,996.60	100.09 5.17%	2,001,814.00 97,677.78	0.73% 1,817.40	P-1/A-1 F1+	0.19 0.18
89115BL57	Toronto-Dominion Bank - New York Branch 5.65 11/20/2024	1,500,000.00	11/20/2023 5.65%	1,500,000.00 1,500,000.00	100.01 5.44%	1,500,130.50 52,497.92	0.55% 130.50	P-1/A-1+ F1+	0.39 0.39
Total Negotiable CD		**3,500,000.00**	**5.79%**	**3,499,981.55 3,499,996.60**	**100.06 5.29%**	**3,501,944.50 150,175.69**	**1.28% 1,947.90**	**P-1/AA- F1+**	**0.27 0.27**
SUPRANATIONAL									
4581X0DZ8	INTER-AMERICAN DEVELOPMENT BANK 0.5 09/23/2024	895,000.00	09/15/2021 0.52%	894,337.70 894,949.24	98.88 5.40%	884,990.36 1,218.19	0.32% (9,958.87)	Aaa/AAA NA	0.23 0.23
4581X0EK0	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	750,000.00	06/27/2023 4.53%	749,422.50 749,622.19	99.34 4.87%	745,015.25 4,312.50	0.27% (4,606.95)	Aaa/AAA NA	1.87 1.77

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
45950KDF4	INTERNATIONAL FINANCE CORP 4.375 01/15/2027	710,000.00	11/29/2023 4.49%	707,685.40 708,109.20	99.29 4.68%	704,946.67 14,323.26	0.26% (3,162.53)	Aaa/AAA NA	2.54 2.33
Total Supranational		**2,355,000.00**	**3.00%**	**2,351,445.60 2,352,680.63**	**99.15 5.01%**	**2,334,952.28 19,853.96**	**0.85% (17,728.35)**	**Aaa/AAA NA**	**1.45 1.35**
US TREASURY									
91282CCL3	UNITED STATES TREASURY 0.375 07/15/2024	1,000,000.00	08/05/2021 0.37%	1,000,273.44 1,000,003.56	99.81 5.03%	998,081.50 1,730.77	0.36% (1,922.06)	Aaa/AA+ AA+	0.04 0.04
91282CFA4	UNITED STATES TREASURY 3.0 07/31/2024	3,000,000.00	-- 5.47%	2,945,468.75 2,994,100.37	99.80 5.26%	2,994,082.77 37,582.42	1.09% (17.60)	Aaa/AA+ AA+	0.08 0.08
912797GK7	UNITED STATES TREASURY 08/08/2024	2,000,000.00	08/15/2023 5.36%	1,899,113.61 1,989,291.39	99.45 5.22%	1,988,932.50 0.00	0.73% (358.89)	P-1/A-1+ F1+	0.11 0.11
91282CCT6	UNITED STATES TREASURY 0.375 08/15/2024	1,000,000.00	09/10/2021 0.42%	998,632.81 999,942.34	99.38 5.30%	993,808.59 1,411.40	0.36% (6,133.75)	Aaa/AA+ AA+	0.13 0.13
912797KB2	UNITED STATES TREASURY 08/15/2024	2,000,000.00	02/20/2024 5.33%	1,950,060.00 1,987,231.25	99.34 5.25%	1,986,896.56 0.00	0.72% (334.69)	P-1/A-1+ F1+	0.13 0.12
912797KC0	UNITED STATES TREASURY 08/22/2024	325,000.00	03/19/2024 5.32%	317,842.55 322,598.79	99.25 5.25%	322,546.39 0.00	0.12% (52.40)	P-1/A-1+ F1+	0.15 0.14
91282CCX7	UNITED STATES TREASURY 0.375 09/15/2024	2,800,000.00	01/31/2024 5.03%	2,721,578.13 2,773,744.22	98.98 5.28%	2,771,562.50 3,081.52	1.01% (2,181.72)	Aaa/AA+ AA+	0.21 0.21
912797GW1	UNITED STATES TREASURY 10/03/2024	1,500,000.00	10/19/2023 5.47%	1,424,710.52 1,479,721.46	98.65 5.28%	1,479,731.25 0.00	0.54% 9.79	P-1/A-1+ F1+	0.26 0.26
91282CDB4	UNITED STATES TREASURY 0.625 10/15/2024	1,000,000.00	12/02/2021 0.86%	993,281.25 999,319.78	98.63 5.37%	986,328.12 1,314.89	0.36% (12,991.66)	Aaa/AA+ AA+	0.29 0.29
91282CFQ9	UNITED STATES TREASURY 4.375 10/31/2024	2,000,000.00	02/20/2024 5.18%	1,989,062.50 1,994,725.79	99.66 5.38%	1,993,125.00 14,741.85	0.73% (1,600.79)	Aaa/AA+ AA+	0.34 0.33
91282CDH1	UNITED STATES TREASURY 0.75 11/15/2024	1,000,000.00	11/10/2021 0.80%	998,554.69 999,819.34	98.31 5.35%	983,066.41 957.88	0.36% (16,752.93)	Aaa/AA+ AA+	0.38 0.37
91282CDN8	UNITED STATES TREASURY 1.0 12/15/2024	1,100,000.00	12/29/2021 0.99%	1,100,472.66 1,100,073.02	98.08 5.29%	1,078,827.15 480.87	0.39% (21,245.87)	Aaa/AA+ AA+	0.46 0.45
91282CGD7	UNITED STATES TREASURY 4.25 12/31/2024	2,000,000.00	03/07/2024 5.11%	1,986,406.25 1,991,652.16	99.46 5.36%	1,989,160.16 230.98	0.73% (2,492.00)	Aaa/AA+ AA+	0.50 0.49

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CDS7	UNITED STATES TREASURY 1.125 01/15/2025	1,300,000.00	03/06/2024 5.09%	1,257,242.19 1,273,038.07	97.80 5.30%	1,271,397.47 6,750.00	0.46% (1,640.60)	Aaa/AA+ AA+	0.54 0.52
912828ZC7	UNITED STATES TREASURY 1.125 02/28/2025	1,000,000.00	02/03/2022 1.42%	991,054.69 998,067.17	97.33 5.24%	973,271.48 3,760.19	0.35% (24,795.69)	Aaa/AA+ AA+	0.67 0.65
912828ZC7	UNITED STATES TREASURY 1.125 02/28/2025	1,300,000.00	04/04/2024 5.09%	1,255,109.38 1,266,980.15	97.33 5.24%	1,265,252.92 4,888.25	0.46% (1,727.23)	Aaa/AA+ AA+	0.67 0.65
912797KJ5	UNITED STATES TREASURY 03/20/2025	2,000,000.00	04/19/2024 5.18%	1,909,068.89 1,928,241.11	96.40 5.15%	1,927,916.64 0.00	0.70% (324.47)	P-1/A-1+ F1+	0.72 0.71
912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	750,000.00	03/03/2021 0.54%	748,886.72 749,795.75	96.57 5.21%	724,284.67 942.62	0.26% (25,511.08)	Aaa/AA+ AA+	0.75 0.73
912797KS5	UNITED STATES TREASURY 04/17/2025	1,500,000.00	04/24/2024 5.16%	1,427,000.94 1,440,701.04	96.04 5.12%	1,440,637.61 0.00	0.53% (63.44)	P-1/A-1+ F1+	0.80 0.78
912828ZL7	UNITED STATES TREASURY 0.375 04/30/2025	500,000.00	01/13/2021 0.39%	499,609.38 499,924.47	96.12 5.19%	480,590.82 315.90	0.18% (19,333.65)	Aaa/AA+ AA+	0.83 0.81
912797LB1	UNITED STATES TREASURY 05/15/2025	1,500,000.00	05/16/2024 5.12%	1,426,492.50 1,435,605.00	95.68 5.11%	1,435,174.38 0.00	0.52% (430.62)	P-1/A-1+ F1+	0.87 0.85
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	1,250,000.00	10/06/2021 0.72%	1,228,759.77 1,244,674.00	95.62 5.19%	1,195,275.88 264.69	0.44% (49,398.12)	Aaa/AA+ AA+	0.92 0.89
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	750,000.00	04/29/2022 2.90%	752,314.45 750,846.34	97.56 5.03%	731,718.75 5,655.74	0.27% (19,127.59)	Aaa/AA+ AA+	1.25 1.20
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	1,000,000.00	06/02/2022 2.88%	1,004,023.44 1,001,572.56	97.47 4.98%	974,726.56 5,054.35	0.36% (26,846.00)	Aaa/AA+ AA+	1.34 1.28
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	1,000,000.00	08/25/2022 3.36%	966,093.75 985,538.71	96.43 4.97%	964,257.81 2,873.64	0.35% (21,280.90)	Aaa/AA+ AA+	1.38 1.33
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	1,000,000.00	08/25/2022 3.34%	977,421.88 989,883.23	96.74 4.90%	967,421.88 71.33	0.35% (22,461.35)	Aaa/AA+ AA+	1.50 1.44
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	1,000,000.00	08/29/2022 3.39%	961,640.63 981,303.84	95.75 4.81%	957,500.00 5,655.74	0.35% (23,803.84)	Aaa/AA+ AA+	1.75 1.68
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	1,500,000.00	05/09/2023 3.65%	1,418,964.84 1,445,324.92	94.10 4.65%	1,411,523.43 3,831.52	0.51% (33,801.49)	Aaa/AA+ AA+	2.38 2.27
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,000,000.00	11/29/2022 4.06%	930,585.94 956,717.76	94.28 4.59%	942,773.44 8,468.41	0.34% (13,944.32)	Aaa/AA+ AA+	2.63 2.48

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	1,100,000.00	11/03/2022 4.46%	1,014,148.44 1,046,449.56	94.79 4.54%	1,042,636.72 6,912.57	0.38% (3,812.84)	Aaa/AA+ AA+	2.75 2.60
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	02/13/2024 4.39%	1,427,167.97 1,435,751.08	95.27 4.54%	1,429,101.57 6,949.73	0.52% (6,649.51)	Aaa/AA+ AA+	2.83 2.67
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,250,000.00	11/03/2022 4.44%	1,187,792.97 1,209,944.39	96.49 4.51%	1,206,103.51 110.39	0.44% (3,840.87)	Aaa/AA+ AA+	3.00 2.82
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	800,000.00	01/30/2023 3.72%	779,968.75 786,150.64	95.94 4.51%	767,500.00 8,355.98	0.28% (18,650.64)	Aaa/AA+ AA+	3.17 2.94
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,500,000.00	05/16/2023 3.59%	1,417,031.25 1,437,786.06	93.02 4.50%	1,395,351.57 4,310.46	0.51% (42,434.49)	Aaa/AA+ AA+	3.38 3.18
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	1,500,000.00	04/18/2024 4.72%	1,402,792.96 1,407,039.59	94.96 4.40%	1,424,355.47 5,986.75	0.52% 17,315.88	Aaa/AA+ AA+	4.38 4.01
Total US Treasury		**46,725,000.00**	**3.96%**	**45,308,628.89 45,903,558.91**	**97.41 5.07%**	**45,494,921.45 142,690.83**	**16.59% (408,637.45)**	**Aaa/AA+ AA+**	**1.08 1.03**
Total Portfolio		**275,837,585.38**	**1.54%**	**273,972,502.15 274,685,402.27**	**36.04 1.87%**	**274,179,634.95 662,579.81**	**100.00% (505,767.32)**	**Aa1/AA AA+**	**0.62 0.54**
Total Market Value + Accrued						**274,842,214.77**			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

TRANSACTION LEDGER

City of Pittsburg Total Cons | Account #10638|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/05/2024	912828ZC7	1,300,000.00	UNITED STATES TREASURY 1.125 02/28/2025	96.547	5.09%	(1,255,109.38)	(1,430.71)	(1,256,540.09)	0.00
Purchase	04/11/2024	3130B0TY5	865,000.00	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	99.736	4.85%	(862,716.40)	0.00	(862,716.40)	0.00
Purchase	04/19/2024	9128285M8	1,500,000.00	UNITED STATES TREASURY 3.125 11/15/2028	93.520	4.72%	(1,402,792.96)	(20,089.29)	(1,422,882.25)	0.00
Purchase	04/22/2024	912797KJ5	2,000,000.00	UNITED STATES TREASURY 03/20/2025	95.453	5.18%	(1,909,068.89)	0.00	(1,909,068.89)	0.00
Purchase	04/23/2024	02582JKH2	570,000.00	AMXCA 2024-1 A 5.23 04/16/2029	99.980	5.30%	(569,883.15)	0.00	(569,883.15)	0.00
Purchase	04/25/2024	912797KS5	1,500,000.00	UNITED STATES TREASURY 04/17/2025	95.133	5.16%	(1,427,000.94)	0.00	(1,427,000.94)	0.00
Purchase	05/17/2024	14913UAL4	1,000,000.00	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	100.293	4.89%	(1,002,930.00)	(416.67)	(1,003,346.67)	0.00
Purchase	05/17/2024	912797LB1	1,500,000.00	UNITED STATES TREASURY 05/15/2025	95.100	5.12%	(1,426,492.50)	0.00	(1,426,492.50)	0.00
Purchase	05/22/2024	44934FAD7	280,000.00	HALST 24B A3 5.41 05/17/2027	99.997	5.41%	(279,992.22)	0.00	(279,992.22)	0.00
Purchase	05/23/2024	58770JAD6	190,000.00	MBALT 2024-A A3 5.32 01/18/2028	99.988	5.73%	(189,977.77)	0.00	(189,977.77)	0.00
Purchase	05/23/2024	3133ERDS7	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/06/2027	100.132	4.70%	(1,001,317.00)	(2,243.06)	(1,003,560.06)	0.00
Purchase	05/29/2024	89233GNX0	1,000,000.00	Toyota Motor Credit Corporation 01/31/2025	96.364	5.47%	(963,636.11)	0.00	(963,636.11)	0.00

TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of Pittsburg Total Cons | Account #10638|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Purchase	06/11/2024	096919AD7	320,000.00	BMWOT 2024-A A3 5.18 02/26/2029	99.985	5.18%	(319,951.39)	0.00	(319,951.39)	0.00
Purchase	06/13/2024	05522RDJ4	365,000.00	BACCT 2024-1 A 4.93 03/15/2029	99.994	4.93%	(364,979.52)	0.00	(364,979.52)	0.00
Purchase	06/18/2024	47786WAD2	365,000.00	JDOT 2024-B A3 5.2 03/15/2029	99.980	5.81%	(364,928.64)	0.00	(364,928.64)	0.00
Purchase	06/21/2024	05611UAD5	750,000.00	BMWLT 2024-1 A3 4.98 03/25/2027	99.469	5.40%	(746,015.63)	(2,697.50)	(748,713.13)	0.00
Purchase	06/24/2024	3130B0ZP7	1,000,000.00	FEDERAL HOME LOAN BANKS 4.875 03/13/2026	100.045	4.85%	(1,000,450.00)	(8,802.08)	(1,009,252.08)	0.00
Purchase	06/27/2024	023135BC9	750,000.00	AMAZON.COM INC 3.15 08/22/2027	94.946	4.90%	(712,095.00)	(8,203.13)	(720,298.13)	0.00
Purchase	06/27/2024	3130B1EF0	1,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	100.153	4.57%	(1,001,530.00)	(5,524.30)	(1,007,054.30)	0.00
Purchase	06/30/2024	90PITT$01	287,775.57	City of Pittsburg	1.000	0.00%	(287,775.57)	0.00	(287,775.57)	0.00
Purchase	06/30/2024	90PARS$00	635,854.95	City of Pittsburg	1.000	0.00%	(635,854.95)	0.00	(635,854.95)	0.00
Purchase	06/30/2024	90PITT$00	8,710,930.46	City of Pittsburg	1.000	0.00%	(8,710,930.46)	0.00	(8,710,930.46)	0.00
Purchase	06/30/2024	90PITT$02	16,007,861.02	City of Pittsburg	1.000	0.00%	(16,007,861.02)	0.00	(16,007,861.02)	0.00
Total Purchase			**42,897,422.00**				**(42,443,289.50)**	**(49,406.74)**	**(42,492,696.24)**	**0.00**
TOTAL ACQUISITIONS			**42,897,422.00**				**(42,443,289.50)**	**(49,406.74)**	**(42,492,696.24)**	**0.00**
DISPOSITIONS										
Call Redemption	05/14/2024	06051GJY6	(540,000.00)	BANK OF AMERICA CORP 5.74866 06/14/2024	100.000	5.82%	540,000.00	0.00	540,000.00	0.00
Call Redemption	06/01/2024	46647PCH7	(600,000.00)	JPMORGAN CHASE & CO 0.824 06/01/2025	100.000	0.82%	600,000.00	0.00	600,000.00	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Total Call Redemption			**(1,140,000.00)**				**1,140,000.00**	**0.00**	**1,140,000.00**	**0.00**
Maturity	04/04/2024	912797GZ4	(1,300,000.00)	UNITED STATES TREASURY 04/04/2024	100.000	0.00%	1,300,000.00	0.00	1,300,000.00	0.00
Maturity	04/12/2024	62479LDC6	(2,000,000.00)	MUFG Bank, Ltd. - New York Branch 04/12/2024	100.000	0.00%	2,000,000.00	0.00	2,000,000.00	0.00
Maturity	04/15/2024	91282CBV2	(1,000,000.00)	UNITED STATES TREASURY 0.375 04/15/2024	100.000	0.38%	1,000,000.00	0.00	1,000,000.00	0.00
Maturity	04/25/2024	912797HG5	(1,400,000.00)	UNITED STATES TREASURY 04/25/2024	100.000	0.00%	1,400,000.00	0.00	1,400,000.00	0.00
Maturity	05/12/2024	023135BW5	(750,000.00)	AMAZON.COM INC 0.45 05/12/2024	100.000	0.45%	750,000.00	0.00	750,000.00	0.00
Maturity	05/15/2024	912828WJ5	(1,400,000.00)	UNITED STATES TREASURY 2.5 05/15/2024	100.000	2.50%	1,400,000.00	0.00	1,400,000.00	0.00
Maturity	05/15/2024	91282CCC3	(650,000.00)	UNITED STATES OF AMERICA (GOVERNMENT) 0.25 05/15/2024	100.000	0.25%	650,000.00	0.00	650,000.00	0.00
Maturity	05/15/2024	91324PEB4	(250,000.00)	UNITEDHEALTH GROUP INC 0.55 05/15/2024	100.000	0.55%	250,000.00	0.00	250,000.00	0.00
Maturity	05/17/2024	14913R2L0	(715,000.00)	CATERPILLAR FINANCIAL SERVICES CORP 0.45 05/17/2024	100.000	0.45%	715,000.00	0.00	715,000.00	0.00
Maturity	05/23/2024	89233GEP7	(1,000,000.00)	Toyota Motor Credit Corporation 05/23/2024	100.000	0.00%	1,000,000.00	0.00	1,000,000.00	0.00
Maturity	05/28/2024	912797JY4	(1,750,000.00)	UNITED STATES TREASURY 05/28/2024	100.000	0.00%	1,750,000.00	0.00	1,750,000.00	0.00
Maturity	06/07/2024	24422EVQ9	(425,000.00)	JOHN DEERE CAPITAL CORP 0.45 06/07/2024	100.000	0.45%	425,000.00	0.00	425,000.00	0.00

TRANSACTION LEDGER

City of Pittsburg Total Cons | Account #10638|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	06/12/2024	89114QCA4	(750,000.00)	TORONTO-DOMINION BANK 2.65 06/12/2024	100.000	2.65%	750,000.00	0.00	750,000.00	0.00
Maturity	06/15/2024	91282CCG4	(1,000,000.00)	UNITED STATES TREASURY 0.25 06/15/2024	100.000	0.25%	1,000,000.00	0.00	1,000,000.00	0.00
Maturity	06/18/2024	89236TJH9	(425,000.00)	TOYOTA MOTOR CREDIT CORP 0.5 06/18/2024	100.000	0.50%	425,000.00	0.00	425,000.00	0.00
Maturity	06/30/2024	91282CEX5	(1,500,000.00)	UNITED STATES TREASURY 3.0 06/30/2024	100.000	3.00%	1,500,000.00	0.00	1,500,000.00	0.00
Total Maturity			**(16,315,000.00)**				**16,315,000.00**	**0.00**	**16,315,000.00**	**0.00**
TOTAL DISPOSITIONS			**(17,455,000.00)**				**17,455,000.00**	**0.00**	**17,455,000.00**	**0.00**

2024 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a Minute Order Approving Leave of Absence for Planning Commissioner

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

By Minute Order, approve a leave of absence for Planning Commissioner Donna Smith from Monday, August 26, 2024 through Tuesday, September 24, 2024.

BACKGROUND

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

The City Council approves the formation, composition, and responsibilities of all advisory bodies. Some advisory bodies, such as the Planning Commission, have responsibilities as delegated to it by the City Council under State law.

The Planning Commission's role is important because it make recommendations to the City Council for adoption of specific land uses, planning entitlements, and ordinances.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City Council appointed Donna Smith to the Planning Commission on March 1, 2023. During her short tenure, she has worked diligently in her role and is currently one of two members on the Recognition Committee.

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

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

Commissioner Smith has requested a leave of absence to extend through September 24, 2024, in order to fulfill some personal familial obligations.

ATTACHMENTS:

1. Commissioner Smith - Leave of Absence Request

Report Prepared By: John Funderburg, Assistant Director of Community and Economic Development Department

From: Smith, Donna <DmSmith@losmedanos.edu>
Sent: Wednesday, August 7, 2024 7:50 AM
To: John Funderburg <JFunderburg@pittsburgca.gov>

To: John Funderberg
From: Donna Smith

Re: Personal Leave from Planning Commission

I am requesting a personal leave from our Pittsburg Planning Commission meetings from August 27th to the middle of September, 2024. I have had urgent family medical issues which have taken me out of the area for considerable time. I certainly hope to be able to return to our regular meeting schedule as soon as I am able.

Thank you for your considerate response.

Donna M. Smith
DmSmith@dvc.edu

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 Amending the City's Conflict of Interest Code

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

Pursuant to the Political Reform Act (Act), local governments are required to conduct a biennial review of its Conflict of Interest Code (Code) to determine accuracy. As part of this year's biennial review, City staff has determined that the Code must be amended to reflect new, reclassified, and eliminated employee positions. Updating the Code will identify all of the designated positions that are required, by state law, to disclose financial interests.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt the amended Code.

BACKGROUND

Section 18730 of Title 2 of the California Code of Regulations contains the terms of a standard Conflict of Interest Code which may be adopted and incorporated by reference as the City's Code.

Government Code Section 87200 et seq. requires members of the City Council, Planning Commissioners, City Manager, City Attorney, City Treasurer and other public officials who manage public investments to disclose certain financial interests annually. The City's Code identifies all other employee positions that participate in the making of governmental decisions. These designated positions are required to disclose certain financial interests under state law.

A public official or employee has a conflict of interest under the Act when all of the following occur:
• The official makes, participates in making, or uses their official position to influence a governmental decision;
• It is reasonably foreseeable that the decision will affect the official's economic interest;
• The effect of the decision on the official's economic interest will be material; and
• The effect of the decision on the official's economic interest will be different than its effect on the public generally.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Upon review, City staff determined that the Code must be amended in order to accurately reflect the addition, reclassification, and elimination of certain employee positions. Organizational structure requires amending the Code to accurately identify and designate employee positions that are subject to state financial disclosure requirements.

The City's conflict of interest code must designate all officials and employees of, and consultants to, the agency who make or participate in making governmental decisions that could cause conflicts of interest. These individuals are required by the code to file statements of economic interests and to disqualify themselves when conflicts of interest occur. The disclosure required under a conflict of interest code for a particular designated official or employee should include only the kinds of personal economic interests they could significantly affect through the exercise of their official duties.

The attached Resolution adopts the Fair Political Practices Commission's standard Conflict of Interest Code and amends the City's Code with an updated list of designated positions and identifies the disclosure categories to reflect the City's current organizational structure.

ATTACHMENTS: Exhibit A – Designated Positions
Exhibit B – Disclosure Categories
Resolution

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

EXHIBIT A
DESIGNATED POSITIONS

As part of the Conflict of Interest Code of the City of Pittsburg, the positions set forth below are deemed designated. These positions shall be presumed to make or participate in the making of decisions which foreseeably have a material effect on a financial interest and shall thus be required to file a Form 700 with the City Clerk's Office.

ELECTED AND APPOINTED COMMISSIONERS

Designated Positions	**Disclosure Category**
REQUIRED BY STATUTE:	
Council Members	I
Planning Commissioners	I
City Manager	I
City Attorney	I
City Clerk	I
City Treasurer	I
COMMUNITY ADVISORY COMMISSION	
Appointed Commissioners	I
CONSULTANTS	
(Regardless of Department or Agency)	I
ENHANCED INFRASTRUCTURE FINANCING DISTRICT	
Appointed Commissioner	I
HOUSING COMMISSION	
Appointed Commissioners	I
MEASURE M OVERSIGHT	
Appointed Commissioners	I
PITTSBURG POWER COMPANY	
Executive Director	I
Director of Power	I
Power Company Manager	I
Administrative Analyst	II, III
Administrative Officer	I
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II	
Executive Director	I
General Manager	I

SUCCESSOR AGENCY

Executive Director	I
Development Manager	I
Administrative Analyst	II

EMPLOYEE POSITIONS

Classification	Disclosure Category
Accountant I	I
Accountant II	I
Accounting Supervisor	I
Administrative Analyst I	II
Administrative Analyst II	II
Administrative Coordinator	I
Administrative Specialist	I
Administrative Officer	I
Assistant City Clerk	I
Assistant City Engineer	I
Assistant City Manager	I
Assistant Director of Finance	I
Assistant Director of Public Works - Operations	I
Assistant Director, Community & Economic Development	I
Assistant Director, Public Works - Utilities	I
Assistant Engineer	I
Associate Engineer	I
Assistant to the City Manager	II
Assistant Planner	I
Associate Planner	I
Building Inspection Supervisor	I
Chief Building Official	I
Chief of Police	I
City Engineer	I
Code Enforcement Supervisor	I
Combination Building Inspector	I
Community Outreach Coordinator	I
Community Relations Manager	I
Construction Inspector I/II	I
Crime Analyst	I
Deputy Chief Information Systems Officer	I
Deputy City Clerk	I
Deputy Director, Information Technology Operations	I
Deputy General Manager, Pittsburg Power Company	I
Development Services Coordinator	I
Development Services Supervisor	I
Director of City Clerk Services	I
Director of Community & Economic Development	I
Director of Community Services	I
Director of Finance	I
Director of Human Resources	I

Director of Public Works/City Engineer	I
Director of Recreation	I
Economic Development Manager	I
Engineering Technician I/II	I
Environmental Affairs Manager	I
Environmental Health & Safety Officer	I
Equipment Shop Supervisor	II
Executive Assistant	II
Executive Assistant to the Chief of Police	II
Finance Division Manager	I
Financial Analyst	I
Geographical Information Systems (GIS) Administrator	I
Harbormaster	I
Housing Manager	I
Housing Program Analyst I	I
Housing Program Analyst II	I
Human Resources Analyst	I
Human Resources Specialist	II
Information Technology Analyst I	I
Information Technology Analyst II	I
Information Technology Manager	I
Laboratory Supervisor	I
Lead Public Works Superintendent	I
Paralegal	I
Permit Center Supervisor	I
Planning Manager	I
Police Captain	I
Police Lieutenant	I
Police Records Supervisor	I
Police Services Administrator	I
Power Company Manager	I
Principal Planner	I
Property and Evidence Supervisor	I
Public Works Superintendent	II, III
Public Works Supervisor	I
Purchasing Analyst	I
Recreation Supervisor	I
Revenue Operations Supervisor	I
Senior Administrative Analyst	I
Senior Civil Engineer	I
Senior Combination Building Inspector	I
Senior Construction Inspector	I
Senior Financial Analyst	I
Senior Housing Program Analyst	I
Senior Human Resources Analyst	I
Senior Information Technology Analyst	I
Senior Planner	I
Utility Supervisor	I
Water Plant Superintendent	I
Water Plant Supervisor	I

EXHIBIT B
DISCLOSURE CATEGORIES

As part of the Conflict of Interest Code of the City of Pittsburg, the designated positions described in Exhibit A are assigned to one or more of the following disclosure categories. Each holder of a designated position shall file an annual statement (Form 700) disclosing that individual's interest in investments, business positions, real property, and income, designated as reportable under that category to which the office or position is assigned as follows:

An investment, business position, interest in real property, or income is reportable if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the holder of the designated position, or by virtue of the designated position held by that individual.

Designated Employees in Category "I" must report:

All investments, business positions in, and income from sources located in or doing business in the City and all interests in real property located in the City, including property located within a two-mile radius of the City or any property owned or used by the City of Pittsburg.

Designated Employees in Category "II" must report:

All investments, business positions in, and sources of income of the type which provide services, supplies, materials, machinery or equipment of the type utilized by the City of Pittsburg.

Designated Employees in Category "III" must report:

All investments, business positions in, and sources of income which are subject to the regulatory, permit or licensing authority of the City of Pittsburg.

Disclosure by Consultants

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category (Category I) in the Conflict of Interest Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. The written determination shall include the basis for this determination and shall be maintained as a public record to the same extent as other disclosures made under the Conflict of Interest Code.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the City's Conflict of Interest Code) RESOLUTION NO. 24-

WHEREAS, the Political Reform Act requires the City of Pittsburg to conduct a biennial review its Conflict of interest Code (Code) to determine whether or not the Code must be amended; and

WHEREAS, Section 18730 of Title 2 of the California Code of Regulations contains the terms of a standard Code which may be adopted and incorporated by reference as the City's Code; and

WHEREAS, upon review, City staff determined that the Code must be amended in order to accurately reflect the addition, reclassification, and elimination of certain employee positions; and

WHEREAS, the City's organizational structure requires amending the Code to accurately identify and designate employee positions that are subject to state financial disclosure requirements as listed in Exhibits A and B.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby adopts the amended Conflict of Interest Code.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Submission of a Substantial Plan Amendment of Permanent Local Housing Allocation Funds

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City is the recipient of funds from the Permanent Local Housing Allocation (PLHA) program, administered by the California Department of Housing and Community Development (HCD). The City has designated the funds for two specific categories: Category 6, which focuses on assisting individuals who are experiencing or at risk of homelessness; and Category 8, which supports efforts to acquire and rehabilitate vacant or foreclosed homes and apartments. Staff is proposing to reallocate all funds from Category 8 to Category 6.

FISCAL IMPACT

The City is an entitlement jurisdiction and is eligible to receive an estimated $1,906,098 over the 5-year funding period according to HCD. It is important to note that this is only an estimate since annual PLHA amounts are subject to change because funding for the PLHA is generated through a fee on real estate transactions, which fluctuates each year.

Currently, the City has received $317,683 from 2019 and $493,778 from 2020. The City has been allocated $543,387 for 2021 and $272,347 for 2022. The 2021 and 2022 allocations have not been disbursed to the City. HCD has not yet to be determined the award amount for 2023.

RECOMMENDATION

City Council adopt the Resolution authorizing the submission of a Substantial Plan Amendment for the 2020 allocation remaining balance, the 2021 and 2022 allocation to be disbursed, and future allocations and disbursements.

BACKGROUND

The PLHA program provides a permanent source of funding to cities and counties to help meet the unmet need for affordable housing and increase the supply of affordable housing units.

On November 15, 2021, through Resolution 21-14010, the City Council authorized the submission of an application for, and acceptance of, funds awarded through the Notice of Funding Availability released by HCD.

In the City's application, the two categories identified where these funds would most benefit the community are Category 6, focusing on assisting individuals who are experiencing or at risk of homelessness, and Category 8, supporting efforts to acquire and rehabilitate vacant or foreclosed homes and apartments.

Coordinated Outreach Referral and Engagement (CORE) team was originally sponsored by Contra Costa County (County). The County offered full sponsorship for two (2) fiscal years (2021-2022 and 2022-2023) to address the impacts on the community of the County's acquisition and conversion of Motel 6 as a permanent homeless shelter under Project Home Key. This facility, referred to as Delta Landing, has 174 interim housing units and provides supportive services. According to data provided by the County, CORE members refer on average, approximately 45 unsheltered people in Pittsburg to Delta Landing each month.

On June 29,2023, by City Council Resolution 23-14316, the City contracted with the County for its own dedicated CORE team for fiscal year 2023-2024. This CORE team consists of two staff members who are specifically assigned to serve the Pittsburg community, Monday through Friday, from 8:00 AM to 5:00 PM. The CORE Team's presence during these hours allows the staff to engage directly with the community, providing essential outreach services, connecting people with resources, and addressing urgent needs as they arise. This consistent coverage underscores the City's commitment to addressing homelessness and improving access to critical services.

The PLHA funds received have been used to partially fund the CORE contract for fiscal year 2023-2024 and to purchase and rehabilitate a residential property in Pittsburg. Upon completion, this property was transferred to the Housing Authority of the City of Pittsburg to expand its affordable housing inventory and leased to a Housing Choice Voucher program, also known as Section 8, participant.

SUBCOMMITTEE FINDINGS

This item was discussed at the Life Enrichment subcommittee meeting on August 21, 2024.

STAFF ANALYSIS

The City aims to continue building on the success of the CORE program, which has demonstrated measurable outcomes in reducing homelessness and improving the quality of life for vulnerable populations in the community. This strategic allocation reflects a commitment to leveraging resources in a way that maximizes impact and supports the broader goals of the City's homeless services strategy.

According to collected data, the CORE program has been instrumental in improving the City's outreach efforts by connecting vulnerable populations with essential services and support.

The following services were provided by the Pittsburg CORE Team for the calendar year January – December 2023.

• Number of contacts made	3,073
• Number of unduplicated people served	906
• Total number of services provided	9,825
• Number of persons placed in emergency shelters	110
• Number of persons placed in warming centers	622
• Number of emergency supplies provided	2,882
• Number of other services provided (DMV, bus tickets)	8,994
• Number placed in permanent housing	90
• Number exited to positive housing destinations	616

CORE serves as the first entry point into the County's Coordinated Entry system. The data recorded in this system is used by the Department of Housing and Urban Development (HUD) to determine funding allocations for each jurisdiction. Therefore, maintaining accurate records is crucial for all cities and counties to continue to receive funding.

The County, through its CORE Teams, conducts a Point-in-Time (PIT) count every year to ascertain the scope of homelessness in the County. In addition to this data being required by HUD from all communities receiving federal dollars for their homelessness programs, the County uses this data to develop programs and policies to ensure equitable provision of services.

The table below shows the PIT Count data from 2020 – 2024.

Year	**County wide**	**Pittsburg**
2020	2,277	102
2021	2,295	128
2022	3,093	221
2023	2,372	58
2024	2,843	110

At the City Council meeting held on June 17, 2024, the City Council approved Resolution 24-14488, a three-year contract with CORE, totaling $880,848. This contract will guarantee that the City maintains continuity and stability in the services provided, ensuring ongoing benefits and consistent support for the Pittsburg community. The reallocation of funds from Category 8 to Category 6 will ensure that PLHA funds are utilized to assist the underserved and very vulnerable members of the community.

ATTACHMENTS: Resolution – City
Resolution – PLHA
5-Year Plan Amendment Workbook

Report Prepared By: Ishani Rasanayagam, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Submission of a Substantial Plan Amendment Of Permanent Local Housing Allocation (PLHA) Funds	))))	RESOLUTION NO. 24-

WHEREAS, the Permanent Local Housing Allocation (PLHA) program provides a permanent source of funding to cities and counties to help meet the need for affordable housing and increase the supply of affordable housing units; and

WHEREAS, on November 15, 2021, the City Council, through a public hearing process, adopted Resolution 21-14010, authorizing the submission of the application for and acceptance of PLHA grant funds. Two out of the ten eligible activities under the PLHA program in which the City has applied and received funding are: 1) assist persons who are experiencing or at risk of homelessness, also known as Category 6; and 2) acquire and rehabilitate vacant or foreclosed homes and apartments, also known as Category 8; and

WHEREAS, the City currently has a dedicated Coordinated Outreach Referral and Engagement (CORE) Team, which consists of two staff members dedicated specifically to Pittsburg. These staff members are available Monday through Friday, 8 am to 5 pm, ensuring consistent and reliable support for unsheltered persons in need, and

WHEREAS, a Pittsburg CORE Team was originally sponsored by Contra Costa County in fiscal years 2021-2022 and 2022-2023 to address the impacts on the community of the County's acquisition and conversion of Motel 6 as a permanent homeless shelter under Project Home Key, referred to as Delta Landing; and

WHEREAS, the City aims to continue building on the success of the Pittsburg CORE Team, and the funds received under Category 6 was allocated to fund part of the contract with CORE for the fiscal year 2023-2024; and

WHEREAS, on June 17, 2024, the City Council approved Resolution 24-14488, a 3-year contract with CORE for fiscal years 2024-2027, which staff is proposing to be funded by the reallocation PLHA grant funds from Category 8 to Category 6.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the submission of a Substantial Plan Amendment of PLHA funds to the California Department of Housing and Community Development to reallocate the balance of funds remaining from the 2020 allocation, the awarded funds from the 2021 and 2022 allocations, and future award from the 2023 allocation to Category 6.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

24-XXXX
City of Pittsburg

AUTHORIZING RESOLUTION OF City of Pittsburg

AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

All of the Council Members of the City of Pittsburg Insert Name of Applicant hereby consents to, adopts, and ratifies the following resolution:

A. WHEREAS, the Department is authorized to provide up to $296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 12/29/2023 under the Permanent Local Housing Allocation (PLHA) Program;

C. WHEREAS City of Pittsburg is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA $ 1,906,098.00 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. **Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**

5. **If applicable**: Applicant certifies that it was delegated by N/A to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

12. City Manager is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City of Pittsburg City Council this 16th day of, September 2024, by the following vote:

AYES: Enter no. ABSTENTIONS: Enter no. NOES: Enter no. ABSENT: Enter no.

Signature of Approving Officer: Signature of Approving Officer

Juan Antonio Banales

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of Alice E. Evenson does hereby attest and certify that the attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Pittsburg City Council which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: Signature of Attesting Officer

Signature of Attesting Officer

Alice E. Evenson, City Clerk

Permanent Local Housing Allocation (PLHA) Formula Allocation

5-Year Plan Amendment Form

State of California
Governor, Gavin Newsom

Melinda Grant, Undersecretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
Department of Housing and Community Development

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833
Website: https://www.hcd.ca.gov/grants-and-funding/programs-active/permanent-local-housing-allocation
Email: PLHA@hcd.ca.gov

Final Filing Date: June 30, 2027
at 4:00 P.M. PST

PLHA Formula - Amendment for years 2020, 2021, 2022, 2023

Rev. 05/22/24

Eligible Applicant Type:	**Entitlement**
Local Government Recipient of PLHA Formula Allocation:	Pittsburg

§300 Eligible Applicants

§300(a) and **(b)** Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.

Applicant:	City of Pittsburg										
Address:	65 Civic Avenue										
City:	Pittsburg	State:	CA	Zip:	94565	County:	Contra Costa				
Auth Rep Name:	Garrett Evans	Title:	City Manager	Auth Rep. Email:	gevans@pittsburgca.gov				Phone:	925-252-4034	
Address:	65 Civic Avenue			City:	Pittsburg	State:	CA	Zip Code:	94565		
Contact Name:	Ishani Rasanayagam	Title:	Administrative Analyst II	Contact Email:	irasanayagam@pittsburgca.gov			Contact Phone:	925-252-4155		
Address:	65 Civic Avenue			City:	Pittsburg	State:	CA	Zip Code:	94565		

§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?	No
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?	A sample agreement can be found by double clicking on the icon to the right (Document)

File Name:	**Application and/or Adopting the PLHA Plan (2020-2023 Allocations) Reso**	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.		Uploaded to HCD?	Yes
File Name:	**Gov TIN**	Provide a signed Gov't TIN Form		Uploaded to HCD?	Yes
File Name:	**Applicant Delegation Agreement**	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 19, column AH)		Uploaded to HCD?	Yes

§301 Eligible Activities

§301(a) Eligible activities are limited to the following:	**Select below:**
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-,Very low-, Low-, or Moderate-income households, including necessary operating subsidies.	
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.	
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.	
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.	
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.	
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.	**Yes**
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.	
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.	**Yes**
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.	
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	

§302(c)(4) Plan

Rev. 05/22/24

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City entered into a 3-year contract with Contra Costa County on behalf of Health, Housing and Homeless Services for the fiscal years 2024-2025, 2025-2026 and 2026-2027 for Coordinated Outreach Referral and Engagement (CORE) program services to assist individuals living in a state of homelessness. The CORE program works to engage and stabilize homeless persons and families through consistent outreach and to refer the unhoused to resources such as shelters, daytime drop-in care centers, emergency food, job training, healthcare, mental health counseling, transportation, substance abuse treatment, and other services. CORE teams serve as an entry point into the County's coordinated entry system for the unhoused and work to locate, engage, stabilize, and house chronically homeless individuals and families.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The City is preparing to release an RFP for a project that will include a minimum of 300 residential units, with 30% designated for low-income families. Additionally, the City is collaborating with Hope Solutions on the development of a Transition Age Youth (TAY) housing facility on property owned by the Church of the Nazarene. This project will receive a fully forgivable loan from the City and will provide 14-17 units of housing.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The goals and policies outlined in the Housing Element focus on promoting diversity in the type, density, size, affordability, and tenure of residential development to address Pittsburg's housing needs while preserving the community's quality of life. Additionally, the City aims to ensure an adequate supply of mixed-use and residentially zoned land at appropriate densities to accommodate both current and future housing needs throughout the 6th Cycle. The City also seeks to foster collaborative partnerships with non-profit organizations to increase access to affordable housing funds and encourage the construction of both high-end and moderate-income housing.

Activities Detail (Activities Detail (Must make a selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

TThe City has a dedicated team from the Coordinated Outreach Referral Engagement (CORE) program that has achieved significant measurable success in addressing homelessness within the community. Due to this success, the City Council approved a new contract on June 17th, securing a dedicated CORE team for Pittsburg for the next three fiscal years (2024-2025, 2025-2026, and 2026-2027). The CORE program is designed to serve people experiencing homelessness by connecting them with essential services such as shelter, healthcare, and social support. The Pittsburg CORE team works to build trust with homeless individuals, helping them access resources like food, clothing, and housing options. The program's goal is to reduce homelessness by assisting individuals in transitioning off the streets and into stable, supportive environments. Additionally, CORE teams collaborate with local agencies, nonprofits, and community partners to ensure a comprehensive approach to addressing homelessness.

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2020	2021	2022	2023											
Type of Activity for Persons Experiencing or At Risk of Homelessness	Supportive/Case Management Services	Supportive/Case Management Services	Supportive/Case Management Services	Supportive/Case Management Services											
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	15%	100%	100%	100%											
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%											**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for years 2020, 2021, 2022 only**	238	27	-52	N/A											213
§302(c)(4)(E)(ii) Projected Number of Households Served	N/A	N/A	N/A	N/A											0
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	N/A	N/A	N/A	N/A											

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Given the effectiveness of the CORE program in helping homeless individuals transition off the streets and access necessary services, the City has entered into a three-year contract with CORE to ensure the program's continued success.

§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

Enter Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH) **0%**

The City purchased and rehabilitated a vacant home that was for sale and transferred it to the Housing Authority to add to the Section 8 inventory. The property is deed-restricted for 55 years to ensure it remains affordable. The house has since been leased to a family of seven (7)

Complete the table below for each proposed Activity to be funded with 2020-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2020														
Type of Activity	Ownership: Acquisition														
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	85%														
§302(c)(4)(E)(ii) Area Median Income Level Served	60%														**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for years 2020, 2021, 2022 only**															0
§302(c)(4)(E)(ii) Projected Number of Households Served	1														1
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	N/A														

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The City reviewed MLS listings in Pittsburg to identify a home within the budget allocated from the PLHA entitlement. After obtaining City Council approval to purchase the property and completing the necessary rehabilitation, the City secured approval from both the City Council and the Housing Authority to transfer the property to the HA. The Housing Authority added this house to its Section 8 stock and has since leased it to a qualified low-income household.

File Name:	**Plan Adoption Reso**	***§302(c)(4)(D)*** *Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.*	Uploaded to HCD?	

Total Percentage of Funds Allocated Calculator (2020 - 2023)

2020 Allocation	
Admin	0%
Funds Allocated	100%
Total Percentage of Funds Allocated for 2020	**100%**

2021 Allocation	
Admin	0%
Funds Allocated	100%
Total Percentage of Funds Allocated for 2021	**100%**

2022 Allocation	
Admin	0%
Funds Allocated	100%
Total Percentage of Funds Allocated for 2022	**100%**

2023 Allocation	
Admin	0%
Funds Allocated	100%
Total Percentage of Funds Allocated for 2023	**100%**

Application Development Team (ADT) Support Form

Rev. 05/22/24

Please complete the "yellow" cells in the form below and email a copy to:PLHA@hcd.ca.gov. A member of the Application Development Team will respond to your request within ASAP.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1	PLHA Supp App							
2	PLHA Supp App							
3	PLHA Supp App							
4	PLHA Supp App							
5	PLHA Supp App							
6	PLHA Supp App							
7	PLHA Supp App							
8	PLHA Supp App							
9	PLHA Supp App							
10	PLHA Supp App							
11	PLHA Supp App							
12	PLHA Supp App							
13	PLHA Supp App							
14	PLHA Supp App							
15	PLHA Supp App							
16	PLHA Supp App							
17	PLHA Supp App							
18	PLHA Supp App							
19	PLHA Supp App							
20	PLHA Supp App							
21	PLHA Supp App							
22	PLHA Supp App							
23	PLHA Supp App							
24	PLHA Supp App							
25	PLHA Supp App							

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 Execution of the First Amendment to Agreement with Western States Oil for Bulk Gasoline Services

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City has various departments that require large quantities of fuel to carry out their responsibilities to maintain operations. The existing contract with Western States Oil (Agreement) for bulk gasoline expires on October 1, 2024. The amendment to the Agreement (First Amendment) proposes a six-month extension to the Agreement without changes to current contract pricing or terms.

FISCAL IMPACT

Funding for the First Amendment is available in the Fleet Maintenance (611-43201-1361) and Marina Operations (550-41121-1361) accounts. The First Amendment not only extends the Agreement for six months but also increases the contract amount by $525,000, which consists of $225,000 for Public Works and $300,000 for Marina Operations. The original Agreement was for $1,050,000 and with this First Amendment, the Agreement will be increased to $1,575,000.

RECOMMENDATION

City Council adopt the attached Resolution and authorize execution of the First Amendment to the Agreement with Western States Oil for the purchase of bulk gasoline.

BACKGROUND

The Public Works Department is responsible for the operations and maintenance of the City's vehicle and equipment fleet of predominantly gas-powered cars, trucks, and other equipment, including generators for the City's water system. The City also has responsibility for Marina operations. This department and division require large quantities of fuel to carry out their responsibilities, including fuel for the operation of fleet vehicles and for resale at the Marina.

Staff previously conducted a competitive public bid process to establish the rate for purchasing bulk gasoline in the form of Cost per Gallon plus a mark-up for delivery, overhead and other costs. Vendors are required to obtain and deliver fuel supplied by the "Rack Supplier" with the lowest price currently available. Cost proposals from vendors generally give a price that is plus or minus over the "rack" rate over the lowest available price, and the City pays the combined total per gallon. Western States Oil was the lowest, responsive, responsible bidder.

Project 3118 Corporation Yard Fueling System Replacement was approved by the City Council on September 19, 2022, Resolution 22-14167. This project is currently still in progress. Removal of tanks has resulted in lower quantities of fuel delivered and has disrupted the schedule of regular fuel deliveries. The project completion date and other necessary details required for normal bidding procedures for a fuel contract are currently unknown, making the required bidding for normal purchasing procedures arbitrary at this time.

On November 6, 2023, Resolution 23-14400, approved the Agreement with Western States Oil for a one year term for the purchase of gasoline with the expectation that Project 3118 would be complete by this time. Project 3118 is anticipated to be completed by the Spring of 2025.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Western States Oil has provided satisfactory service, delivering fuel to City facilities for several years and has been supplying fuel to the City since the start of Project 3118. Western States Oil is also familiar with the variabilities that occur in quantity and frequency of deliveries.

The First Amendment, extending the Agreement for a period of six months, October 1, 2024 to April 1, 2025, will enable the City to conduct a normal bid process for a fuel contract when Project 3118 is completed.

ATTACHMENTS: Resolution
First Amendment to Agreement with Western States Oil for Gasoline

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of the First Amendment to the Contract With Western States Oil for Bulk Gasoline Services	)))	RESOLUTION NO. 24-

WHEREAS, the City requires large quantities of fuel to carry out its responsibilities to maintain operations; and

WHEREAS, Western States Oil has provided satisfactory services in delivering fuel to City facilities for several years; and

WHEREAS, staff previously conducted a competitive public bid process and Western States Oil was the lowest, responsive, responsible bidder; and

WHEREAS, on November 6, 2023, Resolution 23-14400 approved a contract with Western States Oil (Agreement) for a one year term, October 1, 2023 to October 1, 2024 for $1,050,000; and

WHEREAS, Project 3118 Fueling System Replacement is in progress, precluding the City from a regular schedule of deliveries; and

WHEREAS, Western States Oil has been supplying fuel to the City since the start of Project 3118 and is familiar with the variabilities that occur in quantity and frequency of deliveries; and

WHEREAS, the City is proposing to execute an amendment to the Agreement (First Amendment), extending the contract for six months without changes to current contract pricing or terms; and

WHEREAS, the City Council adopted Resolution No. 24-14489, which approved funding for gasoline fuel purchases for Fleet Maintenance and Marina as a part of the Fiscal Year 2024/25 Operating Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a First Amendment to the Agreement with Western States Oil in the amount of $525,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Docusign Envelope ID: 6719CF47-B0C8-430D-B48A-422945FCD587

FIRST AMENDMENT TO CONTRACT FOR BULK GASOLINE SERVICES BETWEEN CITY OF PITTSBURG AND WESTERN STATES OIL

THIS First Amendment to the Principal Agreement made and entered into on October 1, 2023, hereafter referred to as Agreement, between Western States Oil, a California limited liability company, therein referred to as Contractor, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 1ST day of October, 2024.

WHEREAS, the parties entered into an Agreement for bulk gasoline delivery services; and

WHEREAS, the parties desire to extend the term of the agreement and increase the compensation amount accordingly.

NOW, THEREFORE, Contractor and City do mutually agree as follows:

1. Term. Section 1.1 of the Agreement term is hereby amended to read as follows: The term of this Agreement shall begin on the Effective Date and shall end on April 1, 2025 or the date the Contractor completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein

2. Compensation. Section 2 of the Agreement is hereby amended to read as follows: City hereby agrees to pay Contractor a sum not to exceed **one million five-hundred seventy-five thousand dollars ($1,575,000**), as set forth in Exhibit A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

3. Exhibit A Compensation Schedule. Exhibit A is hereby replaced with Exhibit A of this First Amendment.

4. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all duties, obligations and conditions required under the Agreement.

5. Inconsistencies. In the event of any conflict or inconsistency between the

Docusign Envelope ID: 6719CF47-B0C8-430D-B48A-422945FCD587

provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

6. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

7. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

8. Authority. The person signing this First Amendment for Contractor hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Contractor.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

CONTRACTOR:	**CITY:**
WESTERN STATES OIL, a limited liability company	CITY OF PITTSBURG, a municipal corporation of the State of California
By: DocuSigned by: 92CB77D58FC94D0...	By: _____
Robin Jackson, Director of Fuel Sales	Garrett Evans, City Manager
	APPROVED AS TO FORM:
	By: _____
	Donna Mooney, City Attorney

ATTACHMENT [1]

Docusign Envelope ID: 6719CF47-B0C8-430D-B48A-422945FCD587

EXHIBIT A

COMPENSATION SCHEDULE

Oil Price Information Service (OPIS) San Jose Daily Rack Average Price plus $.19354

The total compensation from October 1, 2023 to April 1, 2025 shall not exceed $1,575,000.00.

The total compensation from October 1, 2024 to April 1, 2025 shall not exceed $525,000.00.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Allocating American Rescue Plan Act Funds to the Citywide Full Trash Capture Project and Authorizing the Negotiation and Execution of an Agreement With Revel Environmental Manufacturing

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City has a requirement under Provision C.10 of the National Pollutant Discharge Elimination Systems Municipal Regional Stormwater Permit to ensure that lands that drain to storm drain inlets are equipped with Full Trash Capture Systems or are managed with trash capture discharge control actions equivalent to or better than full trash capture devices.

FISCAL IMPACT

Adoption of the Resolution will allocate $200,000 of American Rescue Plan Act (ARPA) Funds to the project. These funds have been designated for this use.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution to allocate $200,000 of ARPA funds to the Citywide Full Trash Capture Project and authorize the negotiation and execution of an agreement with Revel Environmental Manufacturing, Inc. to purchase and install the full trash capture devices for an amount not to exceed $200,000.

BACKGROUND

The City of Pittsburg's Clean Water Division is responsible for complying with the California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater NPDES Permit Order No. R2-2022-0018 and NPDES Permit No. CAS612008.

As of May 1, 2022, Provision C.10 Trash Load Reduction has set forth a requirement, including mandatory minimum full trash capture systems, to meet the goal of 100 percent trash load reduction or no adverse impact to receiving waters from trash by June 30, 2025.

On August 1, 2024, the City received a proposal for 264 Full Trash Capture devices from Revel Environmental Manufacturing, Inc. that includes the purchase and installation of the devices

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

By July 1, 2025, the City will have an obligation to ensure that private lands that are moderate, high, or very high trash generating, and that drain to storm drain inlets that are plumbed to the City's storm drain system are equipped with full trash capture systems or are managed with trash discharge control actions equivalent to or better than full trash capture systems in order to be compliant with the 100 percent trash load reduction or no adverse impact to receiving waters.

Revel Environmental Manufacturing, Inc. is the only company that can send staff to measure, manufacture and install these devices.

ATTACHMENTS: Resolution
Exhibit I- Revel Environmental Manufacturing, Inc. Proposal

Report Prepared By: April Chamberlain, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Allocating American Rescue Plan Act Funds)
To the Citywide Full Trash Capture Project and)
Authorizing the Negotiation and Execution of) RESOLUTION NO. 24-
An Agreement with Revel Environmental)
Manufacturing, Inc.)

WHEREAS, the City has a requirement under Provision C.10 of the National Pollutant Discharge Elimination Systems Municipal Regional Stormwater Permit to ensure that lands that drain to storm drain inlets are equipped with Full Trash Capture Systems or are managed with trash capture discharge control actions equivalent to or better than full trash capture devices; and

WHEREAS, the City of Pittsburg's Clean Water Program is responsible for complying with the California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater NPDES Permit Order No. R2-2022-0018 and NPDES Permit No. CAS612008; and

WHEREAS, as of May 1, 2022, Provision C.10 Trash Load Reduction has set forth a requirement, including mandatory minimum full trash capture systems, to meet the goal of 100 percent trash load reduction or no adverse impact to receiving waters from trash by June 30, 2025; and

WHEREAS, on August 1, 2024, the City received a proposal for 264 full trash capture devices from Revel Environmental Manufacturing, Inc. that includes the purchase and installation of the devices which upon installation, will support the City's efforts in becoming compliant with Provision C.10.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby allocates $200,000 in American Rescue Plan Act funds to the Citywide Full Trash Capture Project and authorizes the City Manager to negotiate and execute an agreement with Revel Environmental Manufacturing, Inc for the purchase and installation of the full trash capture devices.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Revel Environmental Manufacturing Inc.
sales@remfilters.com (888) 526-4736 Lic. No. 857410

Northern California
960-B Detroit Avenue
Concord, California 94518
P: (925) 676-4736
F: (925) 676-8676

Southern California
2110 South Grand Avenue
Santa Ana, California 92705
P: (714) 557-2676
F: (714) 557-2679

REM
www.remfilters.com

ESTIMATE

DATE	ESTIMATE NO.
8/1/2024	18778

Name / Address	Project
City of Pittsburg Finance Department - A/P 65 Civic Ave Pittsburg, CA 94565-3814	City of Pittsburg Various locations

P.O. NUMBER	TERMS	REP	Ship VIA
	Net 30	MJS	

ITEM CODE	DESCRIPTION	QTY	COST	TOTAL
REM TRITON PERF-F...	REM TRITON PERF-FTC Trash Capture devices. (Configured with Trash Capture 5 mm perforated stainless steel screen.)	264	485.00	128040.00T
Installation Chg	Furnish and Install REM FTC devices..	264	225.00	59,400.00

Subtotal	$187,440.00
Sales Tax (9.25%)	$11,843.70
TOTAL	$199,283.70

To confirm and place order, please sign and return via fax to (925) 676 8676

Date::_____ PO#:_____

By (printed name): _____

Title:_____

Signature:_____

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 Urban Forest Management and Tree Inventory Services

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City proposes to enter into a consulting services agreement (Agreement) for urban forest management and tree inventory services with PlanItGeo, Inc. (PlanIt Geo).

FISCAL IMPACT

There is no fiscal impact from this action. The Agreement with PlanIt Geo is funded by the Urban and Community Forestry Grant Program Funds (Project 3091). This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute an Agreement with PlanIt Geo in an amount not to exceed $965,000 for the grant period ending in March 2029.

BACKGROUND

On December 18, 2023, the City Council adopted Resolution 23-14412, accepting $2,000,000 from the U.S. Department of Agriculture Forest Service's Urban Forest Management Lauch Project (Grant). Grant funding includes reimbursement for an urban forest management plan and tree inventory services with no matching funds are required.

The project consists of a tree inventory, tree canopy analysis, City tree ordinance review and recommendations, and tree care recommendations for removal, replacement, planting and pruning (collectively, the "Project"). In order to implement the Project, staff require the services of a company that specializes in urban and community forestry, tree inventory and software, and urban forest management plan development.

In April 2024, staff solicited proposals from qualified firms. A total of five companies submitted responses to the request for proposal. Davey Resource Group (Davey) was first selected through the competitive process; however, a contract could not be negotiated for various reasons. As a result, PlanIt Geo is the subsequent service provider chosen through the competitive process.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The urban forest provides a variety of benefits to the community and plays a key role in mitigating urban heat islands, reducing electricity bills, improving air quality, reducing stormwater runoff and flooding damage, and improving overall emotional, psychological, and physical health. In order to establish and maintain the stream of benefits potentially provided by an urban forest, the community's trees need to be well planned-for and managed over the long term. Implementing a tree inventory and management plan can help establish and maintain a healthy forest that continually delivers social, environmental, and economic advantages to the City.

PlanIt Geo has thoroughly reviewed the agreement and requirements, and confirmed their ability to agree to the terms for this Project. PlanIt Geo offers similar services to Davey with equally knowledgeable and skilled staff, user-friendly inventory software, competitive pricing, and has experience working on similar projects of this size and scope in nearby cities.

ATTACHMENTS: Resolution
Consulting Services Agreement

Report Prepared By: Natasha Farmer, Public Works 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 Urban Forest Management and Tree Inventory Services	)	RESOLUTION NO. 24-

WHEREAS, the City is the recipient of the U.S. Department of Agriculture Forest Service's Urban Forest Management Launch Program grant funds (Grant); and

WHEREAS, in order to execute the project which consists of a tree inventory, tree canopy analysis, City tree ordinance review and recommendations, and tree care recommendations for removal, replacement, planting and pruning (collectively, the "Project"), staff requires the services of a company that specializes in urban and community forestry, tree Inventory and software, and urban forest management plan development; and

WHEREAS, in April 2024, staff solicited and received proposals for the implementation of the Project and PlanIt Geo is the service provider chosen; and

WHEREAS, funding for the consulting services agreement with PlanIt Geo is available through the Grant.

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 PlanIt Geo.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND PLANIT GEO, INC

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and PlanIt Geo, Inc., a Colorado corporation ("Consultant") (together referred to as the "Parties") as of September 15, 2024 (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 March 31, 2029, 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 **nine hundred sixty-five thousand dollars ($965,000)**, 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.

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SB

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

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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.

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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

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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.

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

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

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

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

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees

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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.

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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,

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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.

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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, provided that such charges do not exceed $50,000.

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

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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

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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: PlanIt Geo
P.O. Box 1334
Wheat Ridge, CO 80034

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

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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	**PLANIT GEO, INC.**
_____	DocuSigned by: Stephen Bay 68B2B15FA7...40B... _____
Garrett Evans, City Manager	Stephen Bay, President / COO

Approved as to Form:

_____
Donna Mooney, City Attorney

Docusign Envelope ID: 15990F8F-AD07-4836-B20A-27A180CF081E

EXHIBIT A

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SCOPE OF SERVICES

Services shall begin in September, 2024. All work on this project must be completed by December 31, 2028.

a. The project area includes the entire City, which covers approximately 18 square miles of land.

b. Consultant shall provide monthly updates on progress made in each aspect of the contract, including a summary of outputs.

c. Consultant shall provide a reproducible color version of the final, City-Council adopted Plan.

Part A: Tree Inventory Services
The City manages an estimated 60,000 trees. Consultant shall perform specific tree canopy analysis for City-managed trees in streets, parks, trails, tree wells, medians and right-of-way planting strips. "City-managed tree" may be identified as owned by the City, or particular circumstances where the City has done work on the tree.

The tree inventory data will be used to inform the Urban Forest Management Plan. The plan will assess the current state of the urban forest and identify the most strategic opportunities to protect and enhance the City's tree resources. The tree inventory data will also be used to educate the citizens of the City on the benefits of their urban canopy and help them to take an active stewardship role in the care and enhancement of the urban forest.

a. Consultant shall provide a tree inventory and management software system. The system must provide tree mapping software similar to GIS mapping that has the capability of mapping and prioritizing tree care in Pittsburg for city managed trees. The purpose of the mapping service will be for Public Works staff to utilize the software following the completion of the plan. The software must be available for information updates, such as new trees planted, tree pruning and tree removals. All software must be cloud-based/web- based. Consultant shall coordinate with City staff for installation of all software. GIS integration is preferred.

- Software must be able to provide assessment of all city trees to determine the overall structure of the tree population and to calculate carbon sequestration and energy savings.
- Provide software training to City Staff

b. The contractor is required to use an ISA certified team to inventory all City managed trees and public planting areas.

c. The inventory shall be conducted to include all trees maintained by the City including:

- Trees located along City right-of-way
- Trees on City facilities
- Trees in City Parks
- Trees on City managed vacant or non-improved public land;

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d. Develop a complete inventory and health condition analysis of the City's trees including identification of dead, dying, and/or diseased trees, young trees and current health and maintenance needs. Currently the City has no inventory or tree data.

e. Conduct a comprehensive canopy assessment and GIS land cover mapping to address, Historic Change, Ecosystem Services, Priority Planting Plan with Tree Placement Model, Socio-Economic Analysis, Urban Heat Island mapping, Pollution and Relative Tree Health assessment, Climate Vulnerability, Asthma reduction steps, and Stormwater Analysis. The urban heat assessment should incorporate social vulnerability maps such as CalEnviroScreen, Green Zones, and Equity Atlas. Other urban heat data sources should be considered/utilized.

f. Using the criteria from the urban heat assessment and tree inventory data, develop a map of priority tree planting areas.

g. Set targets for tree canopy and shade and the estimated timeline for achieving targets.

Part B: Urban Forest Management Plan

Once the tree inventory has been completed Consultant shall review and analyze the data to assess the current status of the city's urban forest; determine the health, viability, and condition of the City's urban forest. Consultant shall provide an outline of a plan to develop the Urban Forest Management Plan. Consultant shall attend public meetings which shall be held virtually or In-person. Consultant shall perform the following:

a. Meet with City staff to review the scope of work, desired deliverables, schedules and identify the criteria for documenting and developing the City's Urban Forest Management Plan.

b. Build consensus and a vision from all community stakeholders, including homeowners, businesses, schools, City staff and City Council on a desirable, achievable and sustainable future urban forest.

c. Facilitate at a minim two (2) public meetings, one focusing on youth input

d. Present at a minimum of (1) Subcommittee Commission meeting.

e. Present at a minimum of (1) City Council meeting.

f. Use analysis from tree inventory on areas such as streets, parks, trails, tree wells, medians and right-of-way planting strips to determine the optimal size and species of trees to plant for maximum environmental benefits.

g. Assess the status of the City's urban forest and identify ecologically sound tree care and maintenance practices, establish regular pruning cycles and pest control, yearly tree mitigation plantings, community involvement opportunities, and policies and procedures.

h. Review city tree ordinances, city street tree planting list, city processes, tree care standards, written policies and procedures for consistency with industry best practices. Provide recommendations for updates to the city tree ordinances. The ordinances are at Pittsburg Municipal Code Sections [12.32, 18.84.825-870, 15.88].

i. Provide a recommended vision for the City's tree canopy that can serve as a guide for the next 5-10 years, 20 years and 40 years. This should include establishing long-term goals for the expansion of the tree-canopy by setting achievable tree planting targets.

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j. Develop a data-informed Early Action and Priority Tree Planting Plan taking into consideration areas that may need irrigation or irrigation repair.

k. Integrate the Urban Forest Management Plan with city tree ordinances and the General Plan.

l. Provide analysis of the City's tree canopy with similar cities in California or city's of similar size.

m. Identify city management team and organizational structure required to effectively implement the Plan; estimate annual city budget needed to effectively achieve annual work plans and goals.

n. Prepare a draft plan for City review and incorporate City comments in the final plan.

o. Provide training to the Public Works staff who will be responsible for administering the Urban Forest Management Plan.

p. Best practices established by CAL FIRE are recommended

Scope of Work will be performed in accordance with PlanIt Geo Proposal submitted on May 6, 2024

A new timeline of services will be established due to contract execution delays

TASKS & DELIVERABLES

TREE INVENTORY AND URBAN HEAT ASSESSMENT / CANOPY
Task 1.1 Tree inventory and Software
Task 1.2 Tree data assessments (canopy coverage, urban heat, eco benefits, etc.)
Task 1.3 Priority planting areas (1 year, 10 year and beyond)
Task 1.4 Goals for tree canopy

OUTREACH AND ENGAGEMENT
Task 2.1 Outreach Plan
Task 2.2 Education/Training Recommendations

IMPLEMENTATION PLAN
Task 3.1 Identify challenges, principles, goals
Task 3.2 Tree species and management recommendations
Task 3.3 Recommended tree infrastructure team
Task 3.4 Budget and revenue for tree work
Task 3.5 Revisions to City ordinances or policy

MAINTENANCE PLAN
Task 4.1 Tree planting implementation
Task 4.2 Tree maintenance implementation
Task 4.3 Managing hazards of declining trees and tree removal
Task 4.4 Infrastructure issues
Task 4.5 Maintenance record keeping
Task 4.6 Key performance indicators

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EXHIBIT B

COMPENSATION SCHEDULE

SCHEDULE OF FEES

Project Task	Cost by Task
Digital Tree Inventory of Public Trees (~60,000 trees)	$285,000
5-Year TreePlotter Software*	$58,677.50
Urban Tree Canopy & Land Cover Assessment	$24,068
Eco Benefits, StoryMap, Canopy Coverage, etc.	$23,130
Urban Forest Management Plan Development:	
- Project Management	$14,325
- Research & Analysis	$26,500
- Internal Engagement	$26,875
- External Engagement (Community Outreach)	$75,600
- Recommendations & Strategies	$38,900
- Draft & Final Plan Development	$72,425
TOTAL "Not to Exceed" COST	**$645,500.50**

*TreePlotter Software term past 3 years TBD

Total cost of all work not to exceed $965,000

DS
SB

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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.

PLANIT GEO, INC.

DocuSigned by:

By: Stephen Bay
68B2B15FA77740B...

Title: President/COO

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 City Council Resolution Authorizing the City Manager to Negotiate and Execute a Contract for the Purchase of a Water Valve Turning Machine

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City maintains a fleet of vehicles and equipment necessary for maintenance of the City's infrastructure, including a water valve turning machine that is over fourteen years old and needs replacement.

FISCAL IMPACT

There is no fiscal impact. The City Council approved sufficient funds for the purchase of the water valve turning machine with adoption the City's Operating Budget for Fiscal Year 2024/25 (Resolution 24-14489), including the Water Operations – Water Lines (501-44101). This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to negotiate and execute a purchase contract with Wachs Utility Products for a not to exceed amount of $100,000, for purchase of a trailer-mounted long-reach water valve turning machine.

BACKGROUND

The City of Pittsburg's water infrastructure consists of a complex network of pipes, valves, and fire hydrants that require regular maintenance to ensure efficient operation. One of the critical components of this network is valves, which regulate the flow of water through the City's water lines. As valves age they become less effective in isolating given areas of the City's water system. The valve raisers are vulnerable to debris build up over time. Regular valve exercise can extend the life of these valves and prevent costly repairs in the future. In the event of a water main break, it is essential that these water valves are in good operating condition to isolate and shut off water in the affected areas.

The water valve turning machine provides the necessary cleaning for the valve raisers. Additionally, the 250-gallon spoils tank provides ample capacity for smaller tasks such as potholing for buried utilities and cleaning out water main valve boxes. The current valve turning machine is over fourteen (14) years old and no longer provides reliable service. The purchase of a trailer-mounted long-reach water valve turning machine will enable Public Works to continue inspecting and exercising the system valves and assist field crews in isolating leaks for more timely repairs.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff identified the specifications a water valve turning machine would need to maintain the City's water infrastructure. Wachs Utility Products is the only vendor in the region able to provide a water valve turning machine with the needed specifications to meet all the City's requisites.

ATTACHMENTS: Resolution
Wachs Utility Products Quote

Report Prepared By: Shannon Tully, Public Works Administrative Assistant

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Negotiate)
And Execute a Contract for the Purchase) RESOLUTION NO. 24-
Of a Water Valve Turning Machine)

WHEREAS, the City of Pittsburg's water infrastructure consists of a complex network of pipes, valves, and fire hydrants that require regular maintenance of valve raisers to ensure efficient operation; and

WHEREAS, the City's current valve turning machine is over fourteen (14) years old and no longer provides reliable service; and

WHEREAS, the City Council approved sufficient funds for the purchase of water equipment with the adoption of the City's Operating Budget for Fiscal Year 2024-25 (Resolution 24-14489); and

WHEREAS, Wachs Utility Products' trailer-mounted long-reach water valve turning machine is the only equipment in the region that meets the City's required specifications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to negotiate and execute a contract with Wachs Utility Products, Inc. in an amount not to exceed $100,000, for the purchase of a trailer-mounted long-reach water valve turning machine.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

WACHS Utility Products
The Valve Maintenance Experts™

600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

TO: **Freddy Rivera**
City of Pittsburg
65 Civic Ave.
Pittsburg, CA 94565

Date:	7/29/2024
Quotation Number:	CD219681
Payment Terms:	Net 30
Shipping Terms:	FCA Origin
Valid Through:	9/27/2024
Estimated Delivery:	6 Weeks ARO
Reference:	CD210917

E.H. Wachs is pleased to offer the following quotation.

	Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-36	Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.	1	EA	81,995.00	2.0%	80,355.10
2	SALES TAX	Sales Tax	1	EA	7,432.85		7,432.85
3	79-430-20	Field training - 1 day program. Training topics range from field operation of the mechanical systems like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	1	EA	2,495.00	100.0%	0.00

Subtotal	**87,787.95**
Motor Freight	**5,415.00**
Total (USD)	**$93,202.95**

~IMPORTANT~

(Pricing does NOT include SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt, please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order when purchasing.

To place an order:
Ken Redding
Inside Sales Rep
847-484-2773
ken.redding@ehwachs.com

For questions, technical support, or for rental availibilty:
Chris Damkoehler
Territory Manager - Northwest
424-304-4937
chris.damkoehler@ehwachs.com

Utility Products
The Valve Maintenance Experts™

600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

TO: **Freddy Rivera**

Date: 7/29/2024
Quotation Number: CD219681

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for Meter Supplies with Badger Meter, Inc.

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City's water system distributes potable water utilizing meters to approximately 19,640 residential, commercial, industrial, and institutional customers. Public Works crews maintain the water meters and purchase necessary supplies under an annual contract with Badger Meter (formerly National Meter and Automation) of Milwaukee, Wisconsin.

FISCAL IMPACT

There is no fiscal impact. The City Council approved sufficient funds for the purchase of meter supplies with the adoption of the City's Operating Budget for Fiscal Year (FY) 2024/25 (Resolution No. 24-14489), included within Water Operations (Fund 501).

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager execute a contract with Badger Meter for meter supplies in the amount of $300,000 at a unit price of no more than five percent higher than last FY.

BACKGROUND

The City's Public Works Department operates a water system that distributes potable water to customers. A feature of this procedure includes a Badger Automatic Meter Reading (AMR) system, allowing for the diagnosis and reporting of accounts where there are leaks detected.

In addition to maintaining the current meters, Public Works crews are replacing outdated 1-1/2" – 2" meters with Advanced Metering Infrastructure (AMI) cellular meters that assist in preventing water loss for both customers and the City.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

With an AMR system, meter readings and event data are transmitted via radio frequency to a mobile receiver during drive-by or walk-by readings. This data then synchronizes with the City's billing system. Public Works staff is transitioning to Badger AMI cellular meters and products to update and enhance the current water system, identify the detection of leaks earlier, and provide a useful tool for water conservation.

Badger Meter, Inc., is the sole product distributor for the City's water meters. During recent years, nearly every industry has seen an exceptional rise in costs of metals, materials, gas, and shipping. These increases have made it significantly more expensive to manufacture products, including those compatible with the City's water system. Badger has offered to sell products this FY at no more than a five percent increase over last year's prices due to the sharp inflation costs. Staff has reviewed the response to the City's request for the agreement submitted by Badger Meter, Inc. and has determined the five percent increase is reasonable for this equipment.

ATTACHMENTS: Resolution
Proposal from Badger

Report Prepared By: Shannon Tully, Public Works Administrative Assistant

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to)
Execute a Contract for Meter) RESOLUTION NO. 24-
Supplies with Badger Meter, Inc.)

WHEREAS, the Public Works department operates a water system that utilizes meters to distribute potable water to approximately 19,640 residential, commercial, industrial, and institutional customers; and,

WHEREAS, an Automatic Meter Reading (AMR) system assists efforts of water conservation, improves system efficiency, and enhances customer service capabilities; and

WHEREAS, the City Council approved sufficient funds for the purchase of meter supplies with the adoption of the City's Operating Budget for Fiscal Year (FY) 2024/25 (Resolution No. 24-14489); and

WHEREAS, sufficient funds are available in the Water Operating Fund (Fund 501); and

WHEREAS, Public Works staff is transitioning from AMR to Advanced Metering Infrastructure (AMI) cellular meters and products to update and enhance the current water system, identify the detection of leaks earlier, and provide a useful tool for water conservation; and

WHEREAS, Badger Meter, Inc., is the sole manufacturer and distributor for Badger supplies necessary to be compatible with the existing water system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a contract with Badger Meter, Inc., in the amount of $300,000, at unit prices no more than five (5) percent higher than last FY for meter supplies for FY 2024/25.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

June 24, 2024

Mr. Pedro Ramos
Public Works Supervisor - Water Meters
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

RE: AMR/AMI Request for Proposal No. 0902011 - Extension 12 for 2024-2025

Dear Mr. Ramos:

In response to your request for an extension of the aforementioned contract, please be advised that Badger Meter will extend said contract for water meters and cellular endpoints for an additional one-year period subject to a price increase of 4.053%. The new contract period will be valid from July 1, 2024 through June 30, 2025.

Please note that this price increase is in accordance with the increase in the Consumer Price Index for All Urban Consumers as reported by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor. Also note, Badger Meter has updated the configurations and estimated annual quantities based on discussions with you. Any additional terms and conditions remain the same.

For this extension, please note payment terms are net 30 days. Prices quoted herein will remain firm if acceptance is made within 90 days. This letter, as well as the general disclosures attached hereto, are incorporated by reference into the agreement between the parties.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com. Additionally, you may contact your Account Manager, Kathy Richards, by telephone at 707-575-0700 or by email at KRichards@badgermeter.com.

We appreciate the opportunity to continue to support your metering needs.

Sincerely,

BADGER METER, INC.

Charla D Dury
Assistant Secretary and Proposal Lead

GENERAL DISCLOSURES

CONFIDENTIALITY STATEMENT

The information contained herein is to be considered confidential and proprietary to the extent allowable by law. © 2024 Badger Meter, Inc. All rights reserved.

DISCLOSURE

After the extension period ends on June 30, 2025, Badger Meter reserves the right to increase pricing based on the Consumer Price Index (CPI) for all urban consumers at the time of renewal.

If applicable, sales tax and freight will be calculated based on rates and tax status in effect at the time of invoicing.

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 Execution of the Second Amendment to the Agreement with Western States Oil for Renewable Diesel

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City requires diesel fuel for vehicles and equipment to maintain operations and provide services to the public. The existing contract with Western States Oil for bulk renewable diesel (Agreement) expires on September 30, 2024. The amendment to the Agreement (Second Amendment) proposes a six-month extension without changes to current contract pricing or terms.

FISCAL IMPACT

Funding for the Second Amendment is available in the Fleet Maintenance (611-43201-1361) and Marina Operations (550-41121-1361) accounts. The Second Amendment not only extends the Agreement for six months but also increases the contract amount by $252,500, which consists of $92,500 for Fleet Maintenance and $160,000 for Marina Operations.

RECOMMENDATION

City Council adopt the attached resolution authorizing execution of the Second Amendment to the Agreement with Western States Oil for the purchase of renewable diesel fuel for an amount not to exceed $252,500.

BACKGROUND

Staff regularly conducts a competitive public bid process to establish the rate for purchasing renewable diesel fuel. However, in order to take advantage of significantly better bulk fuel pricing, staff is using a “piggyback” purchase contract from Western States Oil with the terms and pricing established by the County of Santa Clara’s Renewable Diesel in its contract with Western States Oil of San Jose. The County of Santa Clara has undertaken competitive bidding process equivalent to or better than the requirements in the City’s

purchasing policy and awarded a contract to Western States Oil, LLC as its vendor for renewable diesel.

On September 19, 2022, Resolution 22-14171 approved the Agreement between the City and Western States Oil for the purchase of renewable diesel fuel during the period of October 1, 2022 to September 30, 2023 for the total amount of $340,000.

On October 2, 2023, Resolution 23-14382, approved the First Amendment to the Agreement, extending the term for one year, October 1, 2023 to September 30, 2024 for $505,000. The expectation was that during the term of the First Amendment, the fueling system replacement (Project 3118) would be completed. Project 3118 is still underway and is scheduled to be complete by the Spring 2025.

Removal of tanks has resulted in lower quantities of fuel delivered and has disrupted the schedule of regular fuel deliveries. Project 3118 completion date and other necessary details required for normal bidding procedures for a fuel contract are currently unknown, making the required bidding for normal purchasing procedures arbitrary at this time.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Public Works Department and the Marina division require large quantities of fuel, both Renewable Diesel and Renewable Diesel-Red, to maintain operational readiness.

The proposed Second Amendment will provide fuel for City vehicles and equipment, stationary equipment at the Water Treatment Plant, and at the Marina for resale to the Marina tenants and the boating public while Project 3118 is being completed.

Western States Oil has provided satisfactory service, delivering renewable diesel to City facilities for several years.

ATTACHMENTS: Resolution
Second Amendment to Agreement with Western States Oil for Diesel

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of the Second Amendment to the Agreement with Western States Oil for Renewable Diesel) RESOLUTION NO. 24-

WHEREAS, the City requires diesel fuel for vehicles and equipment to maintain operations and provide service to the public; and,

WHEREAS, Santa Clara County conducted a competitive process that identified Western States Oil of San Jose as its vendor for diesel fuel supply and delivery; and

WHEREAS, on September 19, 2022, Resolution 22-14171 approved a “piggyback” agreement with Western States Oil (Agreement) for renewable diesel at the same price as the County of Santa Clara for a period of one year, October 1, 2022 to September 30, 2023 for $340,000; and

WHEREAS, on October 2, 2023, Resolution 23-14382 approved an amendment to the Agreement (First Amendment), extending the term a period of one year, October 1, 2023 to September 30, 2024. The expectation was that during the term of the First Amendment, the fueling system replacement project (Project 3118) would be completed; and

WHEREAS, Project 3118 is still underway and is scheduled to complete by Spring 2025; and

WHEREAS, Western States Oil has provided satisfactory service delivering renewable diesel to City facilities over several years; and

WHEREAS, the City is proposing to execute a second amendment to the Agreement (Second Amendment), further extending the contract for another six months without changes to current contract pricing or terms; and

WHEREAS, on June 17, 2024, the City Council adopted Resolution 24-14489, which funded diesel fuel purchases for Fleet Maintenance and Marina Operations as a part of the Fiscal Year 2024/25 Operating Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Second Amendment to the Agreement with Western States Oil in the amount of $252,500.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Docusign Envelope ID: 4AA15D5A-CF52-4200-9B96-3529737DCB00

SECOND AMENDMENT TO RENEWABLE DIESEL FUEL AGREEMENT BETWEEN CITY OF PITTSBURG AND WESTERN STATES OIL

This Second Amendment to the City of Pittsburg Bulk Renewable Diesel for Fiscal Year 2022-2023 Agreement made and entered into on October 1, 2022, hereafter referred to as Agreement, between Western States Oil, a California limited liability company, therein referred to as Western States Oil, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 30th day of September, 2024.

WHEREAS, the County of Santa Clara in August, 2020, conducted a competitive bidding process meeting or surpassing the requirements of the City of Pittsburg Purchasing Policy, which resulted in a determination that Western States Oil submitted the lowest, responsive, responsible bid; and

WHEREAS, the County of Santa Clara and Western States Oil intend to extend their contract through February, 2026; and

WHEREAS, City staff seek to extend the duration of the Agreement, and "piggyback" on the County of Santa Clara contract by purchasing renewable diesel fuel at the price bid.

WHEREAS, City seeks to add or clarify certain terms of the Contract for purposes of applicability to City.

City and Western States agree as follows:

1. **Compensation.** Beginning October 1, 2024, Western States agrees to receive and accept the prices shown below with an additional $0.06427 to cover the haul differential as full compensation:

A. PRICING TABLE

#	Product Description RED	Range of Quantity Ordered	UOM	Fixed Margin off OPIS Daily Contract Average Rack Price
1	Renewable Red Dyed Diesel	1501-4000	Gallon	$+0.0575
2	Renewable Red Dyed Diesel	4001-6000	Gallon	$+0.0075
3	Renewable Red Dyed Diesel	6001 and above	Gallon	$-0.0225

Docusign Envelope ID: 4AA15D5A-CF52-4200-9B96-3529737DCB00

A. PRICING TABLE

#	Product Description	Range of Quantity Ordered	UOM	Fixed Margin off OPIS Daily Contract Average Rack Price
1	Ultra-Low Sulfur Diesel and Renewable Diesel	4001-6000	Gallon	$-0.0050
2	Ultra-Low Sulfur Diesel and Renewable Diesel	6001 and Above	Gallon	$-0.0150
3	Ultra-Low Sulfur Diesel and Renewable Diesel Big Tank	10000	Gallon	$-0.0225

The total compensation from October 1, 2024 through March 31, 2025, shall not exceed $252,000.

2. **Term.** Article 6 of the Agreement is hereby amended to read as follows:

The work described in the Contract shall begin October 1, 2022, and shall terminate March 31, 2025, unless earlier terminated as provided in the Contract.

3. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement and Contract No. CW2239583 ("Contract"). In the event that either party brings any action against the other under this Agreement or the Contract, 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.

4. **Workers' Compensation.** Western States 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 Western States in the amount required by applicable law.

5. **Compliance with Applicable Laws.** Western States and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Western States 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.

6. **Order of Precedence.** In the event of any inconsistency between this Agreement and the Contract, the terms of this Agreement shall govern.

7. **Representations.** Western States represents and warrants that it is bound by all terms in Contract to the City to the same extent as to the County of Santa Clara except as set forth in this Agreement.

Docusign Envelope ID: 4AA15D5A-CF52-4200-9B96-3529737DCB00

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG	**WESTERN STATES OIL, LLC**
	DocuSigned by:
_____	_____
Garrett Evans, City Manager	Robin Jackson, Director of Sales

Approved as to Form:

_____

Donna Mooney, City Attorney

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Execution of a Contract with BNO Builders for San Marco Median Renovation

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

The City of Pittsburg Public Works Department is responsible for the maintenance care of medians and rights-of-way throughout the city. The City is proposing to execute a contract with BNO Builders (BNO) for renovating the landscape in the median along San Marco Boulevard.

FISCAL IMPACT

No new funds are requested. The renovation is funded by the Landscape Maintenance Master Plan (LMMP) Project No. 1756 budget. This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a contract with BNO Builders in an amount not to exceed $195,010 for landscape renovation.

BACKGROUND

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

The City's LMMP was created and presented in 2020 to guide the City's landscaping maintenance operations and present a cohesive vision for the future. The LMMP was developed by staff and adopted by City Council by Minute Order on December 21, 2020, as a guide for prioritization of various projects to accomplish community goals for landscaping in parks, medians, and City Rights-of-Way.

General Fund Surplus generated Fiscal Year 20-21 enabled a $1.5m funding allocation to the LMMP which was adopted on June 20, 2022 as part of the Fiscal Year 2022-2023

Operating Budget. This funding is to implement projects specified in the 2020 LMMP, including landscape renovation projects to reduce labor hours, increase water and financial savings, and improve the overall landscape of the City. The San Marco Boulevard median landscape renovation was one project identified in the LMMP as a project that would meet several goals.

The median renovation consists of removing all lawns and plants from the current median, converting the spray irrigation to drip irrigation, and installing drought-tolerant and native plants appropriate for the microclimate. Replacing nonfunctional grass and lawns with drought-tolerant and native plants is a key part of increasing community resilience to climate change, improving water security, and adapting to a present and future with less water.

SUBCOMMITTEE FINDINGS

An update to the 2020 LMMP, including projects and planned use of funds, was presented to the Infrastructure and Transportation Subcommittee on December 15, 2023.

STAFF ANALYSIS

The project will take advantage of the Contra Costa Water District's (CCWD) Lawn to Garden Rebate Program. CCWD offers rebates to customers for replacing their lawn with water-wise landscaping. Staff submitted an application for the San Marco median renovation to CCWD and the project was approved to receive a rebate up to $20,000 once complete.

Public Works solicited bids from several qualified contractors through a request for proposal process. A total of three companies submitted responses. BNO Builders was the lowest, responsive, responsible bidder.

The median landscape renovation project is expected to take place for approximately 3-4 weeks in the months of October and November and will be completed on or before the CCWD project deadline of December 14, 2024.

ATTACHMENTS: Resolution
Contract with BNO Builders
Plans and Concept

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing Execution of a Contract)
With BNO Builders for San Marco) RESOLUTION NO. 24-
Median Renovation)

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

WHEREAS, the San Marco Boulevard median landscape renovation project was identified in the Landscape Maintenance Master Plan (LMMP) as a project that would meet several goals to reduce work hours, increase water and financial savings, and improve the overall landscape of the City; and

WHEREAS, in July 2024, staff solicited proposals for the project and BNO Builders was the lowest, responsive, responsible bidder; and

WHEREAS, the project was approved by the Contra Costa Water District to receive a rebate up to $20,000 once the project is complete; and

WHEREAS, General Fund Surplus generated Fiscal Year 20-21 enabled a $1.5m funding allocation to the LMMP, which was adopted on June 20, 2022 as part of the Fiscal Year 2022-2023 Operating Budget. There are sufficient funds available within the LMMP Project No.1756 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a contract with BNO Builders in an amount not to exceed $195,010 for San Marco Median Landscape Renovation.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 16th Day of September 2024, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

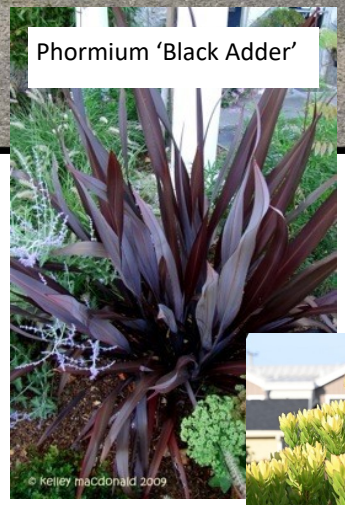
San Marco Median Landscape Renovation
Concept Example







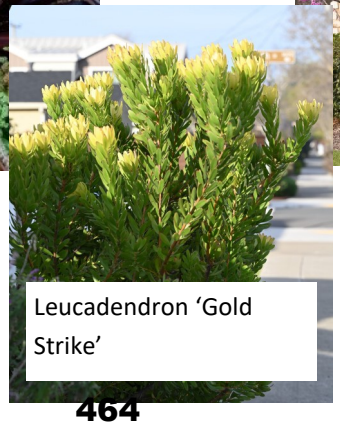
Yucca fil. 'Color Guard' or similar



Phormium 'Black Adder'



Lomandra



Leucadendron 'Gold Strike'



Western Redbud (Native)

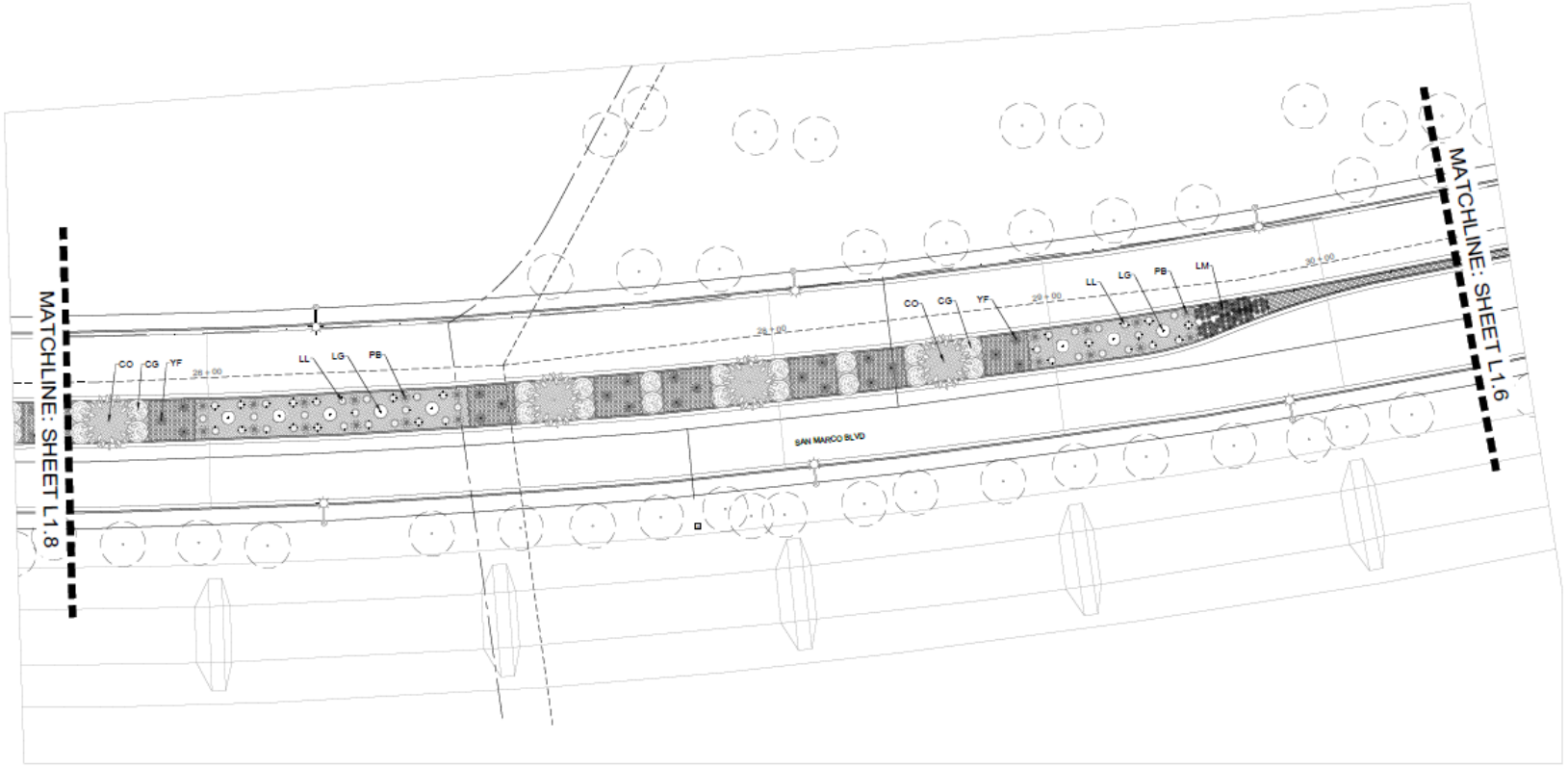




Lilac Groundcover (Native)

San Marco Median Landscape Renovation

Plan Section



LANDSCAPE MATERIAL LEGEND

LANDSCAPE MATERIALS	
SYMBOL	DESCRIPTION
	RIVER ROCK: 3" DEPTH, (1.5" - 3"), *TYPE & COLOR TBD
	BARK MULCH: 3" DEPTH, *TYPE & COLOR TBD
	METAL EDGING: 4" TALL, COLOR: BLACK

PLANTING LEGEND

TREES	
SYMBOL	BOTANICAL NAME
CO	CERCIS OCCIDENTALIS (MULTI TRUNK)
SHRUBS / GRASSES / GROUNDCOVER	
SYMBOL	BOTANICAL NAME
CG	CEANOTHUS GRISEUS VAR. 'YANNKEE POINT'
LM	LANTANA MONTEVIDENSIS
LG	LEUCADENDRON SAFARI 'GOLDSTRIKE'
LL	LOMANDRA LONGIFOLIA 'LIME TUFF'
PB	PHORMIUM X 'BLACK ADDER'
YF	YUCCA FILAMENTOSA 'COLOR GUARD'

PROJECT NOTES:

- CONTRACTOR TO REVIEW EXISTING GRADES IN THE FIELD TO DETERMINE PROPER DRAINAGE AND RUNOFF IS MAINTAINED AND APPROPRIATELY ACCOUNTED FOR. COORDINATION ON FINAL GRADING DECISIONS WILL BE APPROVED WITH CITY PRIOR TO STARTING CONSTRUCTION.

- EXISTING TREES AND VEGETATION TO BE REVIEWED AND APPROVED FOR REMOVAL BY THE CITY. ALL PROPER REMOVAL REQUIREMENTS WILL BE FOLLOWED PER CITY CODE AND ORDINANCES.

- ALL PLANTING IS TO BE INSTALLED AND CONFORM WITH ALL CITY CODE, ORDINANCES, AND MAINTENANCE TEAM REQUIREMENTS.

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Public Works Contract
San Marco Median Landscape Renovation
MED80724

This public works contract ("Contract") is entered into by and between The City of Pittsburg ("City") and BNO Builders, Inc. ("Contractor"), for work on the San Marco Median Landscape Renovation Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On September 16, 2024 City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract: See Technical Specifications.

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.

   2.1 Notice Inviting Bids;
   2.2 Instructions to Bidders;
   2.3 Addenda, if any;
   2.4 Bid Proposal and attachments thereto;
   2.5 Contract;
   2.6 Payment and Performance Bonds;
   2.7 General Conditions;
   2.8 Special Conditions;
   2.9 Project Plans and Technical Specifications;
   2.10 Change Orders, if any;
   2.11 Notice of Potential Award;
   2.12 Notice to Proceed;

3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, **City will pay Contractor a sum not to exceed $195,010** ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, by **December 14, 2024**. By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated

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damages in the amount of $150 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

7. Labor Code Compliance.

7.1 General. This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

7.2 Prevailing Wages. This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

7.3 DIR Registration. City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

8. Workers' Compensation Certification. Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

9. Conflicts of Interest. Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

10. Independent Contractor. Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

11. Notice. Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

City of Pittsburg, Public Works Department
65 Civic Ave.
Pittsburg, CA 94565
Attn: San Marco Median Project
NFarmer@pittsburgca.gov

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HMata@pittsburgca.gov

Contractor:

Name: BNO Builders
Address: 2290 N 1st St., Ste. 108
City/State/Zip: San Jose, CA 95131
Phone: (800) 644-1872
Attn: Ben Giat
Email: Ben@bnobuilders.com
Copy to: Kimberly.lum@bnobuilders.com

12. General Provisions.

12.1 Assignment and Successors. Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.

12.2 Third Party Beneficiaries. There are no intended third party beneficiaries to this Contract.

12.3 Governing Law and Venue. This Contract will be governed by California law and venue will be in the Contra Costa County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.

12.4 Amendment. No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

12.5 Integration. This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.

12.6 Severability. If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

12.7 Iran Contracting Act. If the Contract Price exceeds $1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

12.8 Authorization. Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.

[Signatures are on the following page.]

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The parties agree to this Contract as witnessed by the signatures below:

CITY:

s/_____

Garrett Evans, City Manager
Name/Title

Date: _____

Approved as to form:

s/_____

Donna Mooney, City Attorney
Name/Title

Date: _____

CONTRACTOR: BNO Builders INC
Business Name

s/ DocuSigned by: 19BB3CAA4F87419... _____

Seal:

Ben Giat CEO
Name, Title

Date: 8/29/2024

Second Signature (See Section 12.8):

s/_____

_____
Name, Title

Date: _____

1107971 . 08/31/2025
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

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Payment Bond

The City of Pittsburg ("City") and _____ ("Contractor") have entered into a contract for work on the <_____> Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than $_____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.

3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

   Attn: _____
   Address: _____
   City/State/Zip: _____
   Phone: _____
   Email: _____

6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the <_____> County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

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7. Effective Date; Execution. This Bond is entered into and is effective on _____, 20__.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED BY CITY:

s/ _____ _____
Date

_____
Name, Title

END OF PAYMENT BOND

Docusign Envelope ID: 0453FC91-7B4F-4F3E-97F7-E8BBA8084CBF

Performance Bond

The City of Pittsburg ("City") and _____ ("Contractor") have entered into a contract for work on the San Marco Median Renovation Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than $_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.

2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.

3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.

4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.

5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

   5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

   5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or

   5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

   Attn: _____
   Address: _____

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City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20___.

SURETY:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

_____
Business Name

s/_____ _____
Date

_____
Name, Title

APPROVED BY CITY:

s/ _____ _____
Date

_____
Name, Title

END OF PERFORMANCE BOND

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General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the municipality which has entered into the Contract with Contractor for performance of the Work, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s).

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the Notice of Potential Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

Day means a calendar day unless otherwise specified.

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Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means the City Engineer for the City of Pittsburg and his or her authorized delegees.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

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Project means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or **Working Day**, whether or not capitalized, means a weekday when the City is open for business, and does not include holidays observed by the City.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 City.

(A) ***City Council.*** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.

(B) ***Engineer.*** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including

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authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.

(C) ***Project Manager.*** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.

(D) ***Design Professional.*** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) ***General.*** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) ***Responsibility for the Work and Risk of Loss.*** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism, or theft.

(C) ***Project Administration.*** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) ***On-Site Superintendent.*** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any

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aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) ***Standards.*** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) ***Meetings.*** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend a pre-construction conference, if requested by City, as well as weekly Project progress meetings scheduled with City. If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) ***Construction Records.*** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) ***Responsible Party.*** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) ***Correction of Defects.*** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Plans, Specifications, and other Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If Contractor

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fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) ***Contractor's Records.*** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials, and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) ***Copies of Project Documents.*** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

2.3 Subcontractors.

(A) ***General.*** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical

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ability or adequate trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) ***Contractual Obligations.*** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) ***Termination.*** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) ***Substitution of Subcontractor.*** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) ***Concurrent Work.*** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) ***Coordination.*** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not

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defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Project Manager for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Project Manager may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) ***General.*** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) ***Time and Manner of Submission.*** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) ***Required Contents.*** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) ***Required Corrections.*** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) ***Effect of Review and Acceptance.*** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) ***Enforcement.*** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) ***Excessive RFIs.*** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

2.6 Shop Drawings. When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the

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Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

2.7 Access to Work. Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.

2.8 Personnel. Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) ***Plans and Specifications.*** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's

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clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

(C) ***Figures and Dimensions.*** Figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) ***Measurements.*** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) ***Compliance with Laws.*** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

(A) Change Orders;
(B) Addenda;
(C) Contract;
(D) Notice to Proceed;
(E) Attachment B – Federal Contract Requirements (only if used);
(F) Special Conditions;
(G) General Conditions;
(H) Payment and Performance Bonds;
(I) Specifications;
(J) Plans;
(K) Notice of Potential Award;
(L) Notice Inviting Bids;
(M) Attachment A – Federal Bidding Requirements (only if used);
(N) Instructions to Bidders;
(O) Contractor's Bid Proposal and attachments;
(P) the City's standard specifications, as applicable; and
(Q) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

3.3 Caltrans Standard Specifications. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The

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following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

(A) ***Limitations.*** The "General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.

(B) ***Conflicts or Inconsistencies.*** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) ***Meanings.*** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the "Engineer" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the "Department" or "State" is deemed to mean City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.

3.6 Conformed Copies. If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.

3.7 Ownership. No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

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Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the Notice of Potential Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) ***Surety*.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) ***Supplemental Bonds for Increase in Contract Price*.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

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(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protective coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least $2,000,000 per occurrence and at least $4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least $2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least $1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(B) ***Notice.*** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.

(C) ***Waiver of Subrogation.*** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) ***Required Endorsements.*** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or equivalent form(s) approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

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(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) ***Contractor's Responsibilities.*** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) ***Deductibles and Self-Insured Retentions***. Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of $100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) ***Subcontractors.*** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) ***General.*** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) ***Authorization.*** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) ***Rate of Progress.*** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that

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Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) ***City's Review of Schedules.*** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(B) ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(C) ***Reservation of Rights.*** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(D) ***Authorized Working Days and Times.*** Contractor is limited to working Monday through Friday, excluding holidays, during City's normal business hours, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) ***Notice of Delay.*** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

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(B) ***Excusable Delay.*** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) ***Weather Delays.*** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) ***Non-Excusable Delay.*** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

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(5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) ***Compensable Delay.*** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to causes that are beyond the control of either City or Contractor, including Weather Delay Days, discovery of Historic or Archeological Items pursuant to Section 7.18, or the actions or inactions of third parties or other agencies, is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) ***Recoverable Costs.*** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) ***Request for Extension of Contract Time or Recoverable Costs.*** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

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(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor

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fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegee.

(A) ***Liquidated Damages.*** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) ***Milestones.*** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) ***Setoff.*** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) ***Other Remedies.*** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) ***City-Directed Changes.*** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering" pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) ***Disputes.*** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or

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cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) ***Extra Work.*** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must promptly notify the Engineer in writing, specifically identifying the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) ***Minor Changes and RFIs.*** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) ***Remedy for Non-Compliance.*** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) ***Time for Submission.*** Any request for a change in the Contract Price or the Contract Time must be submitted in writing within ten calendar days of the date that

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Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) ***Required Contents.*** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) ***Required Documentation.*** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) ***Required Form.*** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) ***Certification.*** All Change Order requests must be signed by Contractor and must include the following certification:

> "The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work, and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety, Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) ***Unit Pricing.*** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) ***Lump Sum.*** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) ***Time and Materials.*** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and

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materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work), will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15%:

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All direct additional subcontract costs plus 10% markup for Work performed by Subcontractors; and

(5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Business License, and Taxes.

(A) ***Permits, Fees, and City Business License.*** Contractor must obtain and pay for all permits, fees, and licenses required to perform the Work, including a City business license. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses required for the Work.

(B) ***Taxes.*** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

7.2 Temporary Facilities. Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if

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applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

(A) ***Utilities.*** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site, including the piping, wiring, internet and wifi connections, and any related equipment necessary to maintain the temporary facilities.

(B) ***Removal and Repair.*** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management. Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) ***Offsite Acquisition.*** Unless otherwise provided by City, Contractor must acquire, use, and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) ***Offsite Staging Area and Field Office.*** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) ***Traffic Management.*** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, or pedestrian traffic.

7.4 Signs. No signs may be displayed on or about City's property, except signage which is required by Laws or by the Contract Documents, without City's prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) ***General.*** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its

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Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(B) ***Securing Project Site.*** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) ***Unforeseen Conditions.*** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) ***Support; Adjacent Properties.*** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) ***Notification of Property Damage.*** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project. Contractor

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must immediately provide a written report to City of any such property damage in excess of $500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

7.6 Materials and Equipment.

(A) ***General.*** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) ***City-Provided.*** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) ***Intellectual Property Rights.*** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

7.7 Substitutions.

(A) ***"Or Equal."*** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

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(B) ***Request for Substitution.*** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) ***Substantiation.*** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) ***Burden of Proving Equality.*** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) ***Approval or Rejection.*** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) ***Contractor's Obligations.*** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) ***General.*** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) ***Scheduling and Notification.*** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) ***Responsibility for Costs.*** City will bear the initial cost of inspection and testing to be performed by independent consultants retained by City, subject to the following exceptions:

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(1) Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.

(2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.

(3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.

(4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.

(5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) ***Final Inspection.*** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided, and properly maintained and serviced for all workers on the Project site, located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) ***Air Emissions Control*.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) ***Dust and Debris*.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep waste water out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City

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determines that the dust control is not adequate, City may have the work done by others and deduct the cost from the Contract Price. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) ***Clean up.*** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) ***Disposal.*** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) ***Completion.*** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, signs, landscaping, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) ***Non-Compliance.*** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) ***Submittal Requirements.*** All manufacturers' application or installation instructions must be provided to City at least ten days prior to the first such application.

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The instructions and manuals, along with any required guarantees, must be delivered to City for review.

(B) ***Training.*** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) ***Duty to Update.*** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) ***Final Completion.*** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) ***General.*** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) ***Unidentified Utilities.*** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

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7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) ***Duty to Notify.*** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) ***City Investigation.*** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) ***Disputes.*** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time, but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds $25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards, it must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

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7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project. All stakes or marks must be set by a California licensed surveyor or a California registered civil engineer. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) ***Contractor's Obligations.*** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) ***Discovery; Cessation of Work.*** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater, and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) ***Stormwater Permit.*** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) ***Contractor's Obligations.*** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

7.20 Noise Control. Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

7.21 Mined Materials. Pursuant to the Surface Mining and Reclamation Act of 1975, Public Resources Code § 2710 et seq., any purchase of mined materials, such as construction

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aggregate, sand, gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation included on the AB 3098 List, which may be accessed online at: https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx.

Article 8 - Payment

8.1 Schedule of Values. Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) ***Measurements for Unit Price Work.*** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) ***Deleted or Reduced Work.*** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.2 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) ***Application for Payment.*** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) ***Payment of Undisputed Amounts.*** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may

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withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace.

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's acceptance of the Project.

(A) ***Substitution of Securities.*** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of

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Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or backcharges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) ***Withholding for Stop Notice.*** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) ***Joint Checks.*** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.7 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to

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Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

8.8 Release of Claims. City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.

8.9 Warranty of Title. Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

9.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

(A) ***Eight Hour Day.*** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) ***Penalty.*** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of $25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

(C) ***Apprentices.*** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) ***Notices.*** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at http://www.dir.ca.gov/dlsr. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) ***Penalties.*** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to $200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

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(B) ***Federal Requirements.*** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) ***Contractor and Subcontractor Obligations***. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) ***Enforcement.*** Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of $100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 Labor Compliance. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) ***Reporting Requirements.*** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury

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occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) ***Legal Compliance.*** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) ***Contractor's Obligations.*** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) ***Remedies.*** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

10.2 Hazardous Materials. Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe, but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.

10.3 Material Safety. Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) ***Contractor Obligations.*** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) ***Labeling.*** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

10.4 Hazardous Condition. Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of

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bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.

10.5 Emergencies. In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) ***Acceptance.*** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, unless the Engineer is authorized to accept the Project, in which case the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) ***Final Payment and Release of Retention.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-

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perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) ***General.*** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) ***Warranty Period.*** Contractor's warranty must guarantee its Work for a period of 90-days from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) ***Warranty Documents.*** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) ***Subcontractors.*** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) ***Contractor's Obligations.*** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) ***City's Remedies.*** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) ***Emergency Repairs.*** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) ***Reimbursement.*** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for

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payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) ***Non-Waiver.*** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) ***City's Responsibility.*** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) ***Definition.*** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for a change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, when the demand has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part. A Claim may also include that portion of a unilateral Change Order that is disputed by the Contractor.

(B) ***Limitations.*** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) ***Scope of Article.*** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the

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provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(D) ***No Work Delay.*** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(E) ***Informal Resolution.*** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) ***Substantiation.*** The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Article 12 and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) ***Claim Format and Content.*** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for <u>each</u> separate issue or Claim:

a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);

c. A chronology of relevant events; and

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d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 15 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. However, if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) ***Additional Information.*** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor. If Contractor's

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Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) ***Non-Waiver.*** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) ***Schedule Meet and Confer.*** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) ***Location for Meet and Confer.*** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) ***Submission to Mediation.*** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) ***Mediation.*** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) ***Government Code Claims*.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

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(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

12.6 Tort Claims. This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

12.7 Arbitration. It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

12.8 Burden of Proof and Limitations. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.

12.9 Legal Proceedings. In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.

12.10 Other Disputes. The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

13.1 Suspension for Cause. In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.

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(A) ***Notice of Suspension.*** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) ***Resumption of Work.*** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) ***Failure to Comply.*** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) ***No Duty to Suspend.*** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) ***Default.*** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

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(B) ***Notice of Default and Opportunity to Cure.*** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) ***Termination.*** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) ***Waiver.*** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) ***Compensation.*** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) ***Wrongful Termination.*** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) ***Compensation to Contractor.*** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

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(1) *Completed Work.* The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) *Demobilization.* Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) *Termination Markup.* Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) ***Disputes.*** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) ***General.*** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) ***Submittals.*** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) ***Close Out Requirements.*** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

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(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) ***Payment Upon Termination.*** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) ***Continuing Obligations.*** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

14.1 Assignment of Unfair Business Practice Claims. Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.

14.2 Provisions Deemed Inserted. Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.

14.3 Waiver. City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.

14.4 Titles, Headings, and Groupings. The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.

14.5 Statutory and Regulatory References. With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.

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14.6 **Survival.** The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

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Special Conditions

1.Authorized Work Days and Hours.

1.1 **Authorized Work Days.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project on the following days of the week, excluding holidays observed by City: Monday – Friday, Saturday upon special request.

1.2 **Authorized Work Hours.** Except as expressly authorized in writing by City, Contractor is limited to performing Work on the Project during the following hours: 7:00AM – 3:30PM

END OF SPECIAL CONDITIONS

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Technical Specifications

Install plants, trees, soil amendments and mulch as per plans.
Modify irrigation as per plans
Traffic control

Plans are available for viewing at:
https://pittsburgca.my.sharepoint.com/:b:/g/personal/nfarmer_pittsburgca_gov/ETYFxppY2YRLm3CF1o-v-rYBgM35CpOcrYH5URzj2r-52w?e=bv5b8v

BNO Scope of work to include:

- Prep work
- Provide and install soil amendment in planting holes ONLY
- Traffic control
- Irrigation installation/modification (labor only)
- Plant installation (labor only)
- Wood mulch spreading (labor only)
- Provide and install River rock
- Provide and install Weed Fabric
- Install metal edging provided by City of Pittsburg (labor only)
- Provide and Install gopher baskets in planting holes

City of Pittsburg will purchase and provide the following to BNO to install:

1) Irrigation materials
2) Plant materials
3) Wood mulch
4) Metal edging

Total Cost of all work Not to Exceed $195,010



OFFICE OF THE CITY ATTORNEY/GENERAL COUNSEL
65 Civic Avenue
Pittsburg, CA 94565

TO: Chair and Governing Board Members

FROM: Donna Mooney, General Counsel

SUBJECT: Adoption of a Pittsburg Power Company Resolution Authorizing General Counsel to Execute a Second Amendment to Outside Counsel Services Agreement with Cameron-Daniel, PC

MEETING DATE: September 16, 2024

EXECUTIVE SUMMARY

Pittsburg Power Company (PPC) General Counsel proposes a second amendment to an Outside Counsel Services Agreement with the law firm Cameron-Daniel, PC to increase the total compensation to $225,000 for specialized legal services for municipal electric and gas utility initiatives.

FISCAL IMPACT

The amendment would add $75,000 to the contract, which would be funded by the PPC budget.

RECOMMENDATION

Governing Board to the PPC adopt the Resolution authorizing General Counsel to execute the Second Amendment to the Outside Counsel Services Agreement with the law firm Cameron-Daniel, PC.

BACKGROUND

General Counsel retained the law firm Cameron-Daniel in 2022 to provide specialized legal services for the municipal electric and gas utility for a term of three years. The Outside Counsel Services Agreement provided for $75,000 in compensation, which is the amount of signing authority provided to General Counsel.

On April 17, 2023, the Governing Board of the PPC adopted Resolution 23-453, which authorized execution of a First Amendment and raised the maximum compensation to $150,000. PPC staff continue to explore and have made progress on potential municipal utility projects requiring specialized legal services.

SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee.

STAFF ANALYSIS

An increase of $75,000 to the compensation, for a grand total of $225,000, for the three-year contract will fund ongoing legal advice to PPC for potential municipal utility opportunities to facilitate economic development.

ATTACHMENTS: Resolution
Second Amendment

Report Prepared By: Donna Mooney, General Counsel

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

In the Matter of:

Authorizing General Counsel to Execute a)
Second Amendment to Outside Counsel Services) RESOLUTION NO. 24-
Agreement with Cameron-Daniel, PC)

WHEREAS, Pittsburg Power Company (PPC) General Counsel entered into an Outside Counsel Services Agreement ("Agreement") with the law firm Cameron-Daniel, PC, in September 2022 for specialized legal services regarding municipal electric and gas utility advice, with a maximum compensation of $75,000 and a term ending August 31, 2025; and

WHEREAS, the parties entered into a First Amendment on April 17, 2023 by Resolution 23-453, to increase the compensation to $150,000 upon identifying legal work regarding retail electric service; and

WHEREAS, PPC expects the need for additional legal work to continue in connection with potential municipal utility projects to aid economic development; and

WHEREAS, PPC General Counsel seeks to amend the Agreement to add $75,000 to the compensation accordingly.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the General Counsel for PPC to execute the Second Amendment to the Outside Counsel Services Agreement with the law firm Cameron-Daniel, PC.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company of the City of Pittsburg at a regular meeting on the 16th day of September 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

SECOND AMENDMENT TO
OUTSIDE COUNSEL SERVICES AGREEMENT BETWEEN
PPC AND CAMERON-DANIEL, PC

This Second Amendment to the Principal Agreement made and entered into on September 1, 2022, hereafter referred to as Agreement, between Cameron-Daniel, a California professional corporation, therein referred to as Outside Counsel, and Pittsburg Power Company, a joint powers agency, therein referred to as PPC, is made and entered into on this 4th day of September, 2024.

WHEREAS, the parties entered into an Outside Counsel Services Agreement on September 1, 2022, for a term through August 30, 2025, and total compensation of $75,000, and;

WHEREAS, the parties entered into that First Amendment on March 29, 2023, to increase the compensation to $150,000; and

WHEREAS, PPC has identified additional legal services desired for electricity services to benefit economic development and seeks to increase the compensation.

NOW, THEREFORE, Outside Counsel and PPC do mutually agree as follows:

1. Compensation. Section 5 of the Agreement term is hereby amended to read as follows:
PPC shall compensate Outside Counsel for the performance of the Services at the rates shown on Exhibit "A." No attorney other than as named in Exhibit A is authorized to perform work for PPC. No other compensation for the Services will be allowed. Moreover, not more than Two Hundred Twenty-Five Thousand Dollars ($225,000) shall be paid for services and reimbursable costs incurred under this Agreement. Outside Counsel shall not bill PPC for duplicate services, i.e., services performed by more than one person.

2. Integration. This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Outside Counsel shall perform all duties, obligations and conditions required under the Agreement.

3. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall control in all respects.

4. Ambiguities. The parties have each carefully reviewed this Second Amendment and

have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

5. Counterparts. This Second Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

6. Authority. The person signing this Second Amendment for Outside Counsel hereby represents and warrants that he or she is fully authorized to sign this Second Amendment on behalf of Outside Counsel.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

OUTSIDE COUNSEL:

CAMERON-DANIEL, PC

By: Dan Griffiths

Dan Griffiths, President

PPC:

PITTSBURG POWER COMPANY, a joint powers agency

By: _____

Donna Mooney, General Counsel

APPROVED AS TO FORM:

By: _____

Donna Mooney, General Counsel