



**CITY OF PITTSBURG
AGENDA**

DECEMBER 21, 2020

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

**CLOSED SESSION
5:30 P.M.**

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

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

PRESIDING

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

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

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



PUBLIC ADVISORY:
THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting of the City Council will be conducted electronically through Zoom and broadcast live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber will not be open for the meeting. Council Members will be participating electronically and will not be physically present in the Council Chamber.

Comments can be submitted via email to meetingcomments@ci.pittsburg.ca.us. If you wish to have your comments read to the Council Members during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. If your comment is for a non-agenda item, indicate "FOR PUBLIC COMMENT – NON AGENDA." Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words). Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting if received by 5:00 p.m. the date of the meeting. Comments via text and social media (Facebook, Twitter, etc.) will not be accepted. Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed. If you comment more than once on a particular topic, only the first email will be read aloud.

The City of Pittsburgh thanks you in advance for taking all precautions to prevent the spread of the COVID 19 virus.

AUDIENCE REMARKS

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

5:30 P.M. - CONVENE IN CLOSED SESSION

1. LIABILITY CLAIM pursuant to Section 54956.95
Claimant: Polarsports LLC/Paul Bates
Agency claimed against: City of Pittsburgh
2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Section 54956.9(d)(2)
Number of cases: one

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

3. 3rd Quarter Overview of Use of Force by Law Enforcement Personnel and
Overview of Internal Affairs Investigations

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

See Public Advisory.

CITY COUNCIL MEETING

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)

CONSIDERATION

4. Adoption by Minute Order of Council Member Committee Assignments for 2021

In accordance with the City of Pittsburgh "Policy and Procedure for City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees and such appointments shall be approved by the entire Council at its first meeting following reorganization.

5. Adoption of a Minute Order Approving the Landscape Maintenance Master Plan

Staff recommends adoption of the Landscape Maintenance Master Plan, which gives an overview and vision for landscaping throughout the City. The Plan also includes an approved list of plants and recommendations for future projects.

6. Adoption of a City Council Resolution Approving an Addendum to the Five-Year Capital Improvement Program and Allocating Funds to Projects

Staff recommends approval of eight capital infrastructure projects as an addendum to the City's Five-Year Capital Improvement Program, and requests allocation of funding to projects planned for design or construction through FY 2021-22.

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, SUCCESSOR AGENCY AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

7. Minutes of December 7, 2020

8. Receive and File the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD) Annual Pre-Winter Inspection Report 2020

Fritz McKinley, the General Manager of the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD), has provided for the Board's Information a detailed inspection report and his annual report of GHAD facilities and site conditions.

9. Adoption of Pittsburg Arts and Community Foundation and City of Pittsburg Resolutions Approving a Financing Agreement Between the Pittsburg Arts and Community Foundation and the City of Pittsburg for the Renovation of the California Theatre

The City's renovation efforts of the California Theatre have been on and off due to funding for almost two decades. In 2010, Phase I of the renovation formally commenced, enabling the California Theatre to reopen to the public in 2013. However, due to funding, the second floor balcony was not completed. The Pittsburg Arts and Community Foundation (PACF) received a \$1,000,000 donation (Donation) from the John H. and Regina K. Scully Foundation (Foundation) to complete the renovations of the California Theatre. PACF and the City propose to enter into a Financing Agreement (Agreement) that will allow the City to oversee the renovations efforts of the California Theatre and authorize PACF to pay for the expenses related to the renovations.

10. Adoption of City Council and Pittsburg Power Resolutions Approving the Third Amendment to the Exclusive Negotiating Rights Agreement Between the City of Pittsburg, Pittsburg Power Company, and Energy Delivery Solutions LLC

This item includes consideration by the City Council and Pittsburg Power

Company of an amendment to the existing Exclusive Negotiating Rights Agreement (ENRA) between the City of Pittsburg ("City"), Pittsburg Power Company ("PPC"), and Energy Delivery Solutions LLC ("EDS") in order to extend the negotiating period. Approval of the amendment will not entitle any development within the City, nor would it constitute a commitment by the City and/or PPC to approve any California Environmental Quality Act (CEQA) documentation, entitlements, or other agreements.

11. Adoption of Two City Council Ordinances to: 1) Amend the San Marco PD District and Development Plan, and 2) Approve the 4th Amendment to the San Marco Development Agreement for the San Marco Commercial Center Project, AP-18-1349 (GP, RZ, DA)

On November 16, 2020, the City Council adopted Resolution Nos. 13848 and 13849 certifying the Final Environmental Impact Report for the San Marco Commercial Center Project; adopting the associated CEQA findings and Mitigation Monitoring and Reporting Program; and amending the General Plan land use designation for the 3.69-acre project site located at the southeast corner of San Marco Boulevard and W. Leland Road. The Council also introduced and waived further reading of Ordinance No. 20-1480 amending the San Marco Planned Development District and associated development plan; and Ordinance No. 20-1481 approving the 4th amendment to the San Marco Development Agreement.

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

To comply with CalPERS' interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master pay schedule will be submitted to the City Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

13. Adoption of a City Council Resolution Allocating Funds and Authorizing Additional Construction Contingency for Project 5208, Montezuma Slough Pump Station Reconstruction Project

Project 5208, Montezuma Slough Pump Station Reconstruction Project ("the Project") is for the removal and replacement of the pump station adjacent to the Montezuma Slough to alleviate flooding on West 8th Street during storm. During construction, the Contractor encountered several unforeseen conditions. Adoption of this resolution will allocate funds and authorize additional construction contingency for the Project to allow for the additional costs.

14. Adoption of a City Council Resolution Accepting Safe Routes to BART (SR2B) Grant for the BART Pedestrian and Bicycle Connectivity Project

The San Francisco Bay Area Rapid Transit (BART) has awarded a grant in the amount of \$700,000 for the construction of pedestrian and bicycle pathways.

15. Adoption of a City Council Resolution Allocating Funds for Replacement of Water and Sewer Pipelines on East 9th Street

The City Engineer is requesting allocation of funds for the replacement of the water and sewer pipelines on East 9th Street between Cumberland Street and Los Medanos Street. The project will provide reliable water service for customers in the Zone 1 pressure zone.

16. Adoption of a City Council Resolution Approving a Subdivision Improvement Agreement for Subdivision 8406 Bailey Estates

On May 15, 2006 the City executed a Subdivision Improvement Agreement (“Agreement”) with former project developer, Bailey Estates, LLC, for construction of Subdivision 8406, Bailey Estates. The project was delayed and the Agreement expired. New developer, Pittsburg Bailey Estates, LLC, has acquired the project and will construct the project to completion. This resolution will authorize the City Manager to execute the Subdivision Improvement Agreement for the subdivision.

17. Receive and File Report on the Review of Development Impact Fees Received by the City of Pittsburg that are Subject to AB 1600 Reporting Requirements

AB 1600 (Government Code Sections 66000–66008) requires cities to justify and account for developer fees which they enact, increase or impose as a condition of new development for the purposes of financing “public facilities and improvements.” AB 1600 also requires an annual review of the developer fees that have been collected and spent during the previous year. This report fulfills the AB 1600 requirements.

18. Adoption of a City Council Resolution Accepting the Plans and Specifications, and Awarding Project 2205, West Leland Road Street Lighting

Project 2205, West Leland Road Street Lighting Project (the “Project”), will install 33 new streetlight poles and luminaires on West Leland Road between Crestview Drive and Railroad Avenue. If approved, this resolution will accept plans and specifications and award a construction contract to West Valley Construction of Campbell.

19. Adoption of City Council Resolution Authorizing City Manager to Execute a Purchase Order for Police Vehicle Equipment

The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City’s infrastructure. Each year, staff solicits bids for police vehicle equipment and the specialized parts needed for City police vehicles. If approved, the resolution authorizes a purchase order With LEHR Inc., from Pittsburg, CA, to outfit seven new police vehicles.

20. Adoption of Nine City Council Resolutions to Find Developers in Compliance with their Respective Development Agreements for: Southwest (San Marco), Garaventa, Tuscan Meadows, Liberty, Trans Bay Cable, Edgewater, Belle Harbor (Waterstone), Sky Ranch II, and Montrux

State law requires local jurisdictions to conduct a periodic review of active development agreements (DAs) within the community. For the 2020 period, City staff has conducted reviews of nine active DAs, including: Southwest (San Marco) Development, Garaventa Development, Tuscany Meadows Subdivision, Liberty Subdivision, Trans Bay Cable, Edgewater Development, Belle Harbor (Waterstone) Subdivision, Sky Ranch II Subdivision, and Montroux Subdivision. Staff has found each developer to be in compliance with the terms of their respective DA, and as such, recommends the City Council adopt nine resolutions finding good faith compliance and authorizing the City Manager to execute Certificates of Compliance as appropriate.

21. Adoption of a City Council Resolution to Amend the Salary Range of the Water Plant Superintendent

The City Manager, upon recommendation from the Director of Community Development/City Engineer, and Human Resources, has approved an adjustment to the Water Plant Superintendent's salary range. In accordance with the City's Personnel Rules, the City Council is asked to establish the new salary range.

22. Receive and File the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2020 and Other Miscellaneous Audit Reports

The Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2020 has been completed and complies with the Governmental Accounting Standards Board (GASB) reporting requirements. The City has received an unqualified or "clean opinion" by the City's auditing firm, Maze and Associates Certified Public Accountants (Maze).

23. Adoption of a City Council Resolution to Approve the City Hall Boiler Replacement Project and Authorize the City Manager to Negotiate and Execute a Contract with California Boiler Works of Clayton, Calif.

The City Hall Boiler Replacement Project involves removing and replacing two large boilers that provide heat for the City Hall building. This resolution will authorize the City Manager to negotiate and execute a contract for replacement and installation of new boilers in an amount not to exceed \$250,000.

24. Adoption of a City of Pittsburg Resolution Authorizing the City Manager Amend a Professional Services Agreement with Architectural Resources Group

The City's renovation efforts of the California Theatre have been on and off due to funding for almost two decades. In 2010, Phase I of the renovation formally commenced, enabling the California Theatre to reopen to the public in 2013. However, due to funding, the second floor balcony was not completed. The Pittsburg Arts and Community Foundation (PACF) received a \$1,000,000 donation (Donation) from the John H. and Regina K. Scully Foundation (Foundation) to complete renovations of the California Theatre. The City is proposing to amend (Amendment No. 2) the professional services agreement (Agreement) with Architectural Resources Group (ARG).

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.

25. Consideration of a City Council Request for a Future Agenda Item Related to Review of “Policies and Procedures for the City Council” and By Minute Order Establishing an Ad Hoc Committee on City Council Policy and Procedures and Appointing Two Committee Members

At the November 16, 2020 City Council meeting, Councilmember Holland Barrett White requested a future agenda item related to reviewing the “Policies and Procedures for the City Council.” As part of this item, the City Council will consider establishing an ad hoc committee to review the existing policies and procedures and potentially make recommendations on amendments.

26. Future Agenda Item Regarding Evaluation of Actions During November 2, 2020 City Council Meeting, if a Violation of the City Council’s Policy and Procedure Occurred and Actions to Correct the Violation

At the November 16, 2020 City Council meeting, Council Member Juan Antonio Banales requested a future agenda item related to evaluating the actions of then Mayor Jelani Killings and if he violated the City of Pittsburgh’s Policy and Procedure for City Council. As part of this item, the City Council will consider the potential violation and if any corrective actions need to be implemented.

COUNCIL MEMBER REMARKS

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

ADJOURNMENT to January 19, 2021

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2020

Updated February 3, 2020

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Jelani Killings / Merl Craft Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	F. McKinley
East Co. Co. County Habitat Conservancy	Juan Banales / Holland White Alternate	Standing	Monthly	K. Pollot
East County Water Management	Merl Craft / Holland White Alternate	Standing	Annual	F. McKinley
MCE Clean Energy Board	Shanelle Scales-Preston / Juan Banales Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Juan Banales / Holland White Alternate	Standing	2 nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Jelani Killings / Juan Banales Alt.	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Juan Banales / Jelani Killings Alt.	Standing	1 st Thursday	G. Evans
School Districts Committee (2x2)	Holland White & Jelani Killings / Merl Craft Alt.	Standing	4 th Thursday even months	G. Evans
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
Camp Stoneman Anniversary Celebration	Merl Craft & Shanelle Scales-Preston	Ad Hoc	As needed	Evans/Simonton
City Infrastructure and Transportation	Juan Banales & S. Scales-Preston / Holland White Alt.	Standing	TBD	G. Evans
Community Services Subcommittee	Juan Banales & Holland White	Ad Hoc	As needed	G. Evans/M. Aliotti
Flag Protocols	Holland White & Shanelle Scales-Preston	Ad Hoc	As needed	J. Davis
Hills Committee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	Quarterly	K. Simonton
Finance Subcommittee	Jelani Killings & Juan Banales / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	K. Pollot
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Merl Craft Alt.	Standing	As needed	D. Buchanan
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	Ad Hoc	As needed	K. Simonton
Successor Agency Subcommittee	Merl Craft & Jelani Killings / S. Scales-Preston Alt.	Standing	As needed	M. Aliotti

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

Commission	Tentative Meeting Dates
Planning Commission	2 nd and 4 th Tuesdays
Community Advisory Commission	1 st Wednesday

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the month in the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an “as needed basis”. For a list of subcommittees that Council Members and staff are assigned to, please see the “Council Committee List” attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City’s website, www.ci.pittsburg.ca.us, as soon as it is determined. Please check the Calendar on the City’s website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.



**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 by Minute Order of Council Member Committee Assignments for 2021

MEETING DATE:

EXECUTIVE SUMMARY

In accordance with the City of Pittsburg "Policy and Procedure for City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees and such appointments shall be approved by the entire Council at its first meeting following reorganization.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt by Minute Order the City Council Committee Assignments - 2021 attached as Exhibit A.

BACKGROUND

California Government Code Section 36813 authorizes a City Council to establish rules and policies for the conduct of its proceedings. On September 4, 2001, the City Council adopted Resolution No. 01-9475 providing for rules and procedures for the conduct of Council business.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

In accordance with the rules and procedures, the Mayor and Vice-Mayor shall appoint individual Council Members to the standing and ad hoc committees. Prior to the appointments, individual Council Members may submit preferences for committee assignments. The list of appointments is then presented to the City Council for consideration at the first meeting following the annual reorganization.

Mayor Craft and Vice-Mayor White submitted the proposed assignments set forth in Exhibit A for Council consideration and recommend adoption of the committee assignments for 2021.

Pursuant to Section 18705.5 of Title 2 of the California Code of Regulations, an updated FPPC Form 806, "Agency Report of Public Official Appointments" has been posted on the City's website as well as on the board at City Hall.

ATTACHMENTS:

Exhibit A - City Council Committees - 2021

Report Prepared By:
Alice E. Evenson, City Clerk

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2021

Updated December 21, 2020

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
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<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
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City Infrastructure and Transportation	Holland White & Juan Banales / S. Scales-Preston Alt.	Standing	TBD	G. Evans
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Ad Hoc	As needed	G. Evans
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	Quarterly	J. Davis
Finance Subcommittee	Juan Banales & Holland White / Jelani Killings Alt.	Standing	As needed	FINANCE
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	K. Pollot
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
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Successor Agency Subcommittee	Merl Craft & Jelani Killings / S. Scales-Preston Alt.	Standing	As needed	M. Aliotti

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

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**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 the Landscape Maintenance Master Plan

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

Staff recommends adoption of the Landscape Maintenance Master Plan, which gives an overview and vision for landscaping throughout the City. The Plan also includes an approved list of plants and recommendations for future projects.

FISCAL IMPACT

None from adoption of the attached Landscape Maintenance Master Plan (LMMP). Recommendations within the Plan include staffing additions and projects that may be considered during development of the City's budget.

RECOMMENDATION

City Council adopt the attached Landscape Maintenance Master Plan by minute order.

BACKGROUND

The City's LMMP was created to guide the City's landscaping maintenance operations and present a cohesive vision for the future. The LMMP was developed by staff and is offered for consideration of adoption by the City Council as a guide for prioritization of various projects to accomplish community goals for landscaping in parks, medians and City rights-of-way.

SUBCOMMITTEE FINDINGS

On August 26, October 27, and November 17, 2020 the Transportation & Infrastructure Subcommittee reviewed a draft LMMP and made recommendations regarding presentation of the final document to the City Council, including information regarding projected results. The LMMP also addresses comments received from Subcommittee members during Infrastructure Subcommittee Meetings.

STAFF ANALYSIS

The attached Landscape Maintenance Master Plan provides a guide on improving the City landscape and creates a vision for the City's future landscaping.

The LMMP provides an evaluation of the current condition of landscaping throughout the City and suggests remedies for the challenges presented. Additionally, the plan recommends specific improvement projects aimed to reduce labor demands, increase water savings and improve aesthetics.

Recommendations within the plan include the following:

- Updates to City landscaped areas to be more sustainable;
- Adding staff to meet current and future labor demands;
- Allocate additional funds to upgrade or replace restrooms and drinking fountains;
- Soil testing and amendments and projects that reduce water usage and labor costs;
- Master Plant List that specifies appropriate plants for future projects and developments around the City.

Staff recommends the LMMP be updated every year to reflect changing priorities and funding availability, and to add new projects and remove projects that have been completed or are no longer needed.

ATTACHMENTS: Landscape Maintenance Master Plan

Report Prepared By: Natasha Farmer, Administrative Analyst I

Landscape Maintenance Master Plan



City of Pittsburg, California

www.ci.pittsburg.ca.us

Prepared by:
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December 2020

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Appendix A: Calendar View of Current Labor Force Park / Facility Rotation

Appendix B: Approved Master Plant List

Appendix C: Agronomic Maintenance Calendar

Executive Summary

The Landscape Maintenance Master Plan provides an evaluation of the current conditions of the landscape throughout the City of Pittsburgh, discusses Public Works challenges and provides solutions to remedy the leading issues. It presents a proposed schedule of improvements and guidelines to improve the current conditions, offers an approved list of plants for use in specific areas, and suggests palettes for future landscape projects.

Challenges faced by Public Works staff are addressed and include limited labor hours to perform required maintenance in parks, medians, and right-of-way's (ROW's), increased manual labor demand due to glysophate ban, growth of city-maintained areas, and growing drought conditions with increasing water costs.

An assessment of the current City conditions of parks, medians and ROW's performed by staff is discussed. The evaluation found about half the parks need major improvements in the areas of landscape, trees, and restrooms among other items. Most medians rated below average across all categories. Key improvements needed in medians include upgrading and repairing irrigation; improving soil composition and planting proper shrubs; and removing labor intensive and water-wasting turf in medians.

Suggestions for specific improvement projects to reduce labor demands, increase water savings, and improve the appearance of the City's parks, medians and high visibility areas are featured. A prospective timeline to enact these projects is included in the Specific Improvement Project section.

The following recommendations are advised:

Meet labor demand

- Add at least one additional permanent, full-time crew dedicated to Parks / Facility maintenance
- Hire maintenance staff dedicated to medians / ROWs to accommodate service in medians / ROW's at least 2-3 times per year
- Retain an enhancement / project crew or outsource projects to qualified landscape contractors
- Continue hiring landscape contractors in the Fall and Spring to assist with park, median and ROW maintenance, herbicide treatment and cleanup.

Update Landscape

- Update and move City landscape towards sustainable, xeriscaping type landscape through Specific Improvement Projects**
- Convert impractical turf areas to sustainable landscape
- Install stamped concrete in medians under 40"
- Upgrade irrigation to pressure-regulating, water-saving type
- Renovate and restore landscape beds using sustainable plants
- Improve safety, reduce maintenance and labor costs, and enhance the City's appearance

Restrooms & Drinking Fountains

- Allocate additional funds to restroom & drinking fountain upgrades and replacements and escalate this priority

Provide Funding

- Provide funding for soil testing & amendments.
- Provide funding to complete Specific Improvement Projects to reduce water usage and labor costs

Adopt Master Plant List

- Adopt a master plant list that specifies proper plants for special landscapes

Accept Proposed Guidelines

- Accept and administer the General and Specific Area Guidelines for future landscape

Goals

The landscape maintenance master plan's main goal is to improve the current appearance of the City while improving efficiency.

The Master Plan will:

Outline current conditions

- Provide information on current facilities (City right-of-way areas, medians and parks) and the condition of the landscaping
- Evaluate the current Public Works labor force, condition of areas maintained by Public Works landscape crews

Provide solutions

- Outline an implementation plan, budget and schedule for maintaining the landscaped facilities owned and maintained by the City
- Identify projects that will reduce labor costs, improve safety, and enhance appearance and aesthetic value of landscaped areas, reduce water cost and crime throughout the city with proper plant selection
- Create a schedule to accomplish landscape improvement projects over the next 10-15 years

Propose Guidelines

- Ensure continuity of plant species within designated areas for a uniform flow of color and visual effect.
- Have a guideline for the proper placement of plants; such as spacing distance, set back from corners, location within open planting strip areas and procedures for planting within concrete sidewalk areas.
- Better manage plantings by species and location with master plant list
- Have a guide for the planting of specific types of vegetation within designated areas of the city when private requests, grants or city street planting projects are involved.
- Have a list of acceptable street trees with details on their growth habits, color, management needs, and suitable areas for placement.
- Ensure acceptable planting techniques are used for the benefit of future growth of the tree and compatibility with its immediate environment.

Identify budgetary needs for maintenance and improvement projects

Introduction

Landscape & The City

Landscape is an important part of a city's infrastructure and includes parks, gardens, trees, small landscapes, and natural areas that enhance the health and well-being of residents.

Recent studies have shown landscape within a city brings many biological, social, cultural, and psychological benefits. Research evidence shows that environments with natural elements have restorative or stress-reducing effects, more so than those without nature. Visual or passive exposure to nearby nature (such as trees, grass, and water), as well as moderate activity in green spaces can effectively reduce stress.

Green spaces are important assets in promoting healthy lifestyles, buffering stress, and providing opportunities for healing and social connections. Recent research demonstrates that responses to outdoor spaces and vegetation can be linked directly to health, and in turn related to economic benefits of lowered health costs and increased quality of life.²

Despite common belief, theories and evidence also suggest that vegetation may be linked to lower levels of crime in residential neighborhoods. Furthermore, vegetation has been linked to a greater sense of safety, and less aggressive and violent behavior. The presence of trees and well-maintained vegetation can transform barren spaces into pleasant, welcoming, well-used places. Such common spaces serve to strengthen ties among residents, increase informal surveillance, and deter crime, thereby creating healthier, safer urban communities.¹

Some crime prevention specialists have advocated removal of most, if not all, vegetation in potential problem areas. However, the relationship between natural settings and crime prevention is more complicated than originally thought. Crime Prevention Through Environmental Design (CPTED) focuses on how design and use of the built environment can reduce both fear and incidence of crime.

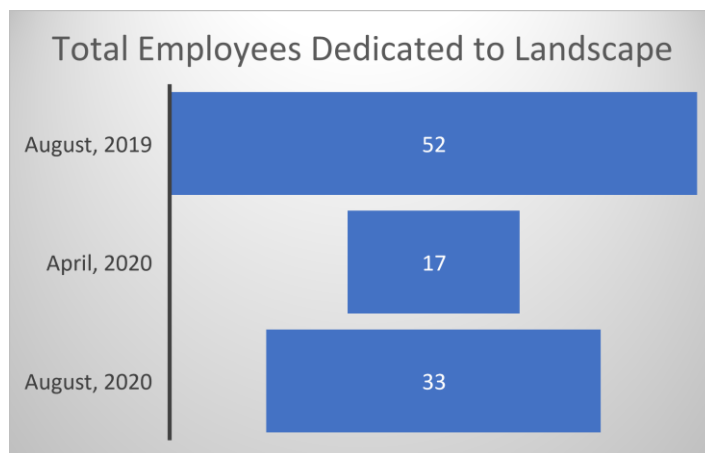
Too often, property managers' or law enforcement officials' response to vegetation and safety concerns is for outright vegetation removal. Generally, studies have shown that open green spaces that preserve visibility (versus closed green space that limits views) increase feelings of personal safety as a person is better able to detect potential nearby safety risks. Safety is enhanced by providing adequate lighting and landscaping that promotes unobstructed views. Landscaping can also serve as a screen or buffer to define a space but should not act as a barrier to public view by police or other passers-by. Higher levels of vegetation can preserve visibility. When designing, planning and enhancing landscape throughout the city consideration should be given to increasing resident well-being, reducing crime, and preventing safety hazards.

Challenges

The Public Works Department is responsible for the operation and maintenance of City facilities and infrastructure. Public Works maintains, within the limits of respective budgets, all City street maintenance including lighting, sidewalks and trees, storm drains, graffiti removal, landscaping, parks facilities and City-owned buildings. Staff is responsible for the grounds care of City landscaping which includes 152 acres of parks, 67 acres of medians, 17.5 acres of Right-of-Way areas and 13 acres of facilities. Additionally, the department maintains grounds, picnic areas, ball fields and facilities at 26 parks within the city.

At the start of the 2019/2020 fiscal year, there were approximately 30 employees assigned to Parks and Park Facilities and approximately 22 dedicated to Trees, Graffiti, Medians and Right-of-Ways. Budget constraints and COVID-19 operational reductions cut personnel, and reduced landscaping maintenance throughout the City. During the COVID-19 pandemic, the labor force was reduced by 67% across Parks, Graffiti, Medians and Right-of-Ways. As of the beginning of the 2020/2021 fiscal year the Landscape Division labor force is still operating at just 63% of the staff it had at the beginning of the 2019/2020 FY. Labor force reduction combined

with the expanding residential and commercial development within the city is creating a major problem. There are a growing number of landscapes and less of a workforce to maintain these landscapes. Due to the lack of appropriately staffed crews monotonous, damaged, and bare landscape areas are left to the wayside so that emergencies can be addressed.



Labor Force

Park / Facility Maintenance

Currently, there is one four-person crew with permanent, full-time employees and one four-person crew with seasonal employees dedicated to maintenance of Parks and Park Facilities. The seasonal crew is typically hired for a period of six months. Additionally, there is one supplementary part-time person dedicated to landscape and another staff member dedicated to Community Facilities District (CFD). Collectively, this staff is responsible for the entire maintenance of the landscape of 26 parks and facilities throughout the city. Maintenance of the parks includes trimming, pruning, edging, fertilization, mowing, irrigation maintenance and repair, park facility cleaning and maintenance, and park inspection. On top of the regular maintenance of parks, these crews are responsible for responding to staff and resident calls and requests, emergencies, city landscape repairs and new project

installations. With the current labor hours available, it is only possible for the crews to perform maintenance in parks and city-owned grounds approximately once per year.

The Table below illustrates the amount of labor hours required to perform minimum, basic maintenance in each Park and Facility the Landscape crews are required to maintain. Each year, **the labor hours required to maintain the landscape and park structures totals 8,352 hours.**

Amount of Labor Hours Required to Perform Minimum Maintenance at Parks / Facilities*			
Park / Facility	Annual Labor Hours Required	Park / Facility	Annual Labor Hours Required
8th St. Greenbelt	480	Santa Fe Linear Park	320
Americana Park	240	Small World Park	480
Buchanan Park	320	Stoneman Park Trailhead	160
John Buckley Square	160	Village Park at New York Landing	128
California Seasons	160	Woodland Hills Park	96
Central Park	320	Basin 3	160
Central Harbor Park	320	Library	96
City Park	160	City Hall	400
Columbia linear park	320	BART	160
De Anza Park	160	Environmental Center	160
Ray Giacomelli Community Park	160	Senior Center	160
Heritage Park Plaza	96	Corporation Yard	64
Highlands Park	96	Veterans Memorial	64
Highlands Ranch Park	320	Third Street Medians, Right-of-way	96
Hillsdale Park	160	Sherriff's Academy/340 Marina Blvd.	160
John Henry Johnson Park	160	York Marina	64
Larry Lasater Park	320	Liberty Hotel	64
Marina Walk Park	240	5th & Railroad	64
Mariner Park	320	Guillermo Muniz Plaza	64
Oak Hills Park	480	Railroad Downtown: 3rd – 10th St.	160
Riverview Park	240		
Total Man Hours Required for Basic Maintenance			8,352

**Note: Labor hours are based on a crew of 4 people working 8 hours per day. These hours do not include service requests, emergency calls and work covered by Community Facility Districts.*

The table below displays the total labor hours available in one year for Park / Facility maintenance.

Current Annual Labor Hours Available for Park / Facility Maintenance	
Permanent	8,160
Seasonal	5,200
Total	13,360

These crews are also called to take care of numerous service requests via the GoPittsburg platform, and are often pulled away from their routine duties to prepare for festivals and events. The chart shows an estimated average labor hours per year needed to cover event preparation and service request calls.

Estimated Annual Labor Hours for Requests & Events	
GoPittsburg Requests	2,592
Events	1,600
Total	4,192

The table below uses labor hour information in the previous charts to illustrate that the current staffing level provides enough labor hours available to perform approximately 1.09 services at each Park / Facility over the course of one year. These totals do account for breaks, lunch, vacation, sick or other leave time

typical for any employee. The total also does not account for emergencies that occasionally take crews away from their normal work. This data is also displayed in calendar form on **Appendix A**.

With the current labor force of Parks and Facility Landscape, additional staff is needed to handle any projects, service requests, and emergencies. Specifically, if any of the recommended projects in this plan are going to be undertaken, it is apparent from the information presented that additional staff would be needed to complete any project or handle any emergency outside of minimal, routine maintenance.

Possible Park/Facility Maintenance Services per Year*	
Current Available Hours	13,360
Hours Required	8,352
Average Annual GoPittsburg Requests	2,592
Average Hours Needed for Festival & tournament Prep	1,600
Possible # of Services	(13,360-4,192) / 8,352 = 1.09 Services per Year

***Assumes NO breaks, lunch, vacation, sick, or other leave time for crews. Landscape projects, non-GoCity emergencies and other requests NOT included in calculations.**

According to the National Recreation and Park Association the typical park and recreation agency has 8.1 Full Time Employees (FTEs) on staff for every 10,000 residents in the jurisdiction served by that agency.⁶ The U.S. Census Bureau

estimated the population of Pittsburg in 2018 at 72,437. According to the NRPA, agencies serving areas with 50,000 to 99,999 people have a median of 60.2 FTEs, 45% of those FTEs being Operations/Maintenance Employees. With approximately 18 total park operations/maintenance employees (full time and seasonal), the City's current staffing level is well below the average for a city of its size.

In order to adequately maintain parks and their facilities, perform improvement projects, prepare for events and respond to service requests and emergencies, the following staffing and budget is recommended for Park Maintenance.

Additional Park / Park Facility Maintenance Staff & Vehicles/Equipment Needed			
	Current	Additional Needed	Estimated Added Annual Cost
Seasonal	8	8	\$ 256,960.00
Maintenance Worker 1	4	1	\$ 62,976.00
Maintenance Worker 2	0	1	\$ 70,812.00
Maintenance Aide	0	0	\$ 0
Supervisor	1	0	\$ 0
Lead	1	0	\$ 0
Vehicles / Equipment	N/A	3	\$ 108,000*
Total	19	10	\$ 498,748.00
*Trucks / Equipment Number is first year estimate only and incorporates estimated full purchase of vehicle			

With current staffing levels and budgets, different parks and facilities are:

- Mowed and edged Monday through Friday on a rotation / needed basis
- Mondays & Fridays ONLY – trash is collected and bathrooms cleaned in all parks / facilities
- Tuesdays / Wednesdays / Thursdays: Landscape maintenance in parks (rotating parks). Projects started & completed these days
 - Landscape maintenance includes: trimming / pruning shrubs, manual weed removal, identifying and treating disease, fertilizing, mulch replenishment.
 - Any planting, irrigation adjustments/repairs, and other projects are done in this time too.

With proposed budget additions, parks and facilities would be:

- Mowed and edged Monday through Friday (all parks/facilities 1x per week)
- Restrooms & trash will be collected in each park / facility each week day (Monday – Friday)
- Landscape maintenance in parks done each day vs. Tuesday – Thursday only.
- More projects completed in shorter periods of time
- Dedicated Irrigation Technician for maintenance and repairs
- More time and staff dedicated to weed removal = less weeds visible
- Seasonal fertilization more adapted to regular schedule

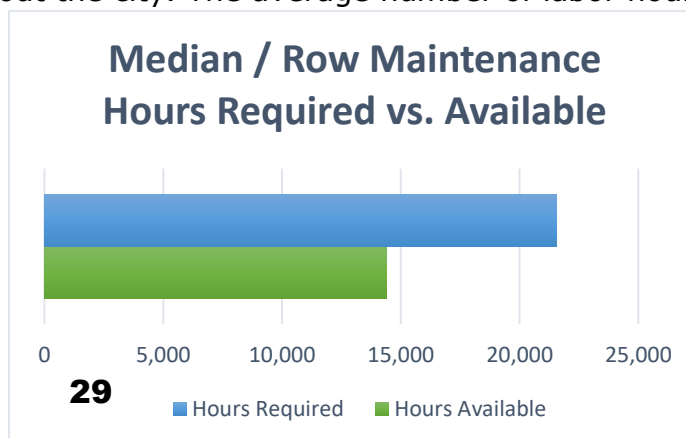
Median / Right-of-Way Maintenance

The dedicated staff to maintain the City's over 84 acres (3,659,000,000 square feet) of medians and Right-of-Way's presently includes just two permanent, full-time employees and six seasonal, full-time employees. The seasonal crew is used for approximately 10 months. These crews are responsible for all aspects of maintenance, repair and new project installation in the medians and Right-of-Ways (ROWs) throughout the city. Like the Park / Facilities maintenance staff, these crews are also responsible for responding to staff and resident calls and requests, emergencies, city landscape repairs and new project installations within the medians / ROWs. Remarkably, the crews have been able to perform maintenance in a large portion of the city's medians and ROWs over the course of a year. However, they are unable to perform maintenance in every area in the city without outside

Current Annual Labor Hours Available for Median / ROW Maintenance	
Permanent	4,080
Seasonal	10,320
Total	14,400

assistance. In April, the Public Works department solicited bids for median / ROW cleanup to assist with essential maintenance of high visibility areas and major thoroughfares. Currently, there is a total of 14,400 labor hours available for Median / ROW Maintenance.

Public Works Supervisors were asked to calculate labor hours needed to maintain various ROWs and medians throughout the city. The average number of labor hours and the total square footage of the areas maintained were used to calculate the total number of hours required to maintain medians and ROWs. The table below shows that currently there are not enough labor hours



available to perform maintenance one time per year in each median / ROW. The current labor force can only maintain under 67% of the city's medians and ROWs. Given the current state of the medians and ROW in many areas of the city, additional labor hours are needed for minimum maintenance.

The figures used are for minimum maintenance practices. Like Parks and Facility maintenance crews, the current median / ROW labor force presently requires additional staff to handle any projects, requests, and emergencies. Additionally, if any of the recommended projects in this plan are going to be undertaken, additional staff would be

Average Annual Hours for GoPittsburg Requests	
Avg Requests	Avg Hours
216	2,592

needed.

In order to perform maintenance in the medians 2-3 times per year, prepare for events and respond to request and emergencies, the following additions to staff and budget are recommended. The proposed additions would

adequately staff crews to maintain medians, maintain the irrigation systems, and respond to tree care requests.

Furthermore, this addition would add staff to the GHAD / NPDES crews, allowing the City to keep up with Codes and standards set by Fire Departments and Fish and Game.

The data presented clearly shows that service to Parks, Facilities, Medians, and ROWs more than

one time per year is impossible with the current staff. Adding staff to crews is greatly needed as well as reducing the need for maintenance throughout the city.

Additional Median / ROW / Trees / GHAD / NPDES Staff & Vehicles/Equipment Needed			
	Current	Additional Needed	Estimated Added Annual Cost
Seasonal	10	11	\$ 353,320.00
Maintenance Worker 1	1	3	\$ 188,928.00
Maintenance Worker 2	1	1	\$ 70,812.00
Maintenance Aide	6	1	\$ 53,664.00
Supervisor	1	0	\$ 0
Lead	0	0	\$ 0
Vehicles / Equipment	N/A	4	\$ 144,000*
Total	19	16	\$ 810,724.00
*Trucks / Equipment Number is first year estimate only and incorporates estimated full purchase of vehicle			

With current staffing levels and budgets, medians are:

- Trimmed / pruned, weeded on a reactive basis (as reported / as seen by staff)
- Mowing / edging done in medians with lawns Monday through Friday
- Irrigation is fixed as reported

- Tree maintenance performed (as reported / as seen by staff)

With proposed budget additions, medians would be:

- Mowed and edged Monday through Friday
- Maintenance performed in all medians 2-3 times per year (proactive, preventative maintenance practices)
- More projects completed in shorter periods of time
- Dedicated Irrigation Technician for maintenance and repairs
- More time and staff dedicated to weed removal
- Seasonal fertilization more adapted to regular schedule
- Perform tree maintenance on a yearly schedule
- Additional staff to GHAD / NPDES to meet codes & standards set by Fire Department and Fish and Game

Summary of Budget Addition Benefits

	Current Budget	Proposed Budget	Benefit / Projected Results
Median Maintenance	1x per year	3-4x per year	Cleaner medians, less trash, less weeds, happier citizens
Mowing / Edging	Monday - Friday	Monday - Friday	Healthier/stronger lawns, less pests, decreased damage
	Rotation / As needed / As staff available	1 x per week in each park / median	
Restrooms Cleaned	2 x per week	5 x per week	Cleaner restrooms, damages repaired punctually
Trash Collection	2 x per week	5 x per week	No overflowing trash cans. Less trash/litter in parks and medians
Plant Pruning / Trimming	3 x per week - as needed / rotation	5x per week (rotation)	Less weeds, healthier plants, less pests/diseases
Weed Removal	Reactive / as areas are maintained. Weeds grow until we can get to that area or there is a complaint	Proactive - regular weeding schedules, additional staff for manual weeding	Less weeds visible overall Quicker response to overgrown areas
Fertilization	As able	Seasonal Schedule	Greener grasses, healthier plants/trees, increased plant longevity
Irrigation Repairs / Maintenance	Checked and fixed as breaks are seen / reported	Regular monitoring of irrigation. Dedicated Tech to quickly respond to breaks.	Conserve water, healthier lawns, increased plant and irrigation system longevity
Project Execution	Disrupt regular maintenance rotation. Crew pulled away for emergencies.	Dedicated staff. No disruption to regular maintenance of parks / medians. Projects completed faster	More projects can be completed by staff. City appearance improved. Less money spent subcontracting projects out.
Trees	Reactive to calls Long list of tree removals & maintenance issues	Proactive tree maintenance & pruning	Healthier trees, decreased liabilities, less pests/diseases, increased health & longevity of trees.
Events & Emergencies	Maintenance is stopped	Maintenance rotation uninterrupted	Sufficient staff for events and emergencies. No interruption to maintenance schedule. City appearance improved
Damage Repair	Maintenance is stopped. Repairs are done when time is available.	Maintenance uninterrupted. Repairs completed punctually	Damaged property returned to original state faster. Quality of repairs increased.

Weed Control

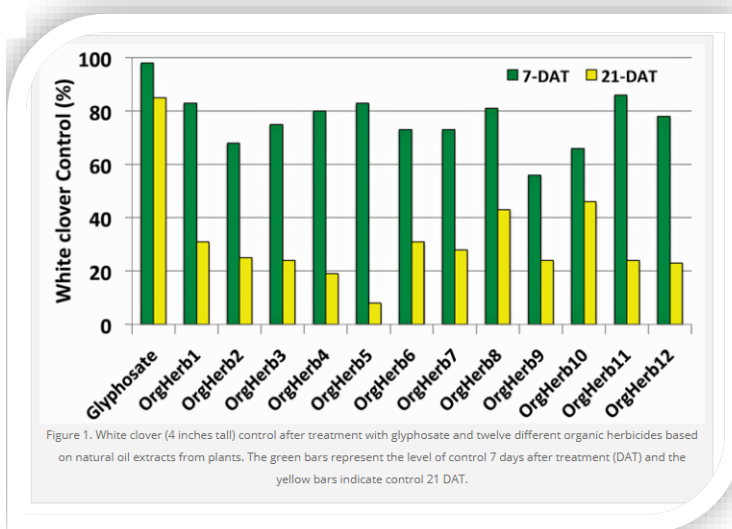
The use of Roundup, a powerful herbicide, was banned in the City of Pittsburg in 2018. Since 1974 Roundup has been used as an herbicide to prevent the spread of weeds.⁹ Originally developed for large-scale farming operations, Roundup is now available in home and garden versions and has become a popular household weed killer among consumers.¹⁰

There has been a lot of debate as to whether or not Roundup is cancer-causing. The EPA has evaluated the carcinogenic potential of glyphosate multiple times since 1986. In 2017, California environmental regulators listed glyphosate as “known to the state to cause cancer.” The state’s Office of Environmental Health Hazard Assessment made the decision based in part on the report from the International Agency for Research on Cancer. State Proposition 65 requires the state office to add all substances the international agency deems carcinogenic to a state list of cancer-causing items. ([https://en.wikipedia.org/wiki/Roundup_\(herbicide\)\)](https://en.wikipedia.org/wiki/Roundup_(herbicide))). Taking into consideration the possibility that Roundup can potentially pose health hazards, in 2018/2019 the City of Pittsburg banned the use of Roundup by City Public Works crews.

Glyphosate has one of the broadest spectrums of control, so it kills many different weed species effectively. It also works systemically, meaning it is absorbed by the leaves of a plant and then moves inside the plant to growing points, roots, and other propagating structures. Most organic herbicides have a contact effect, so they only kill tissue they touch, without the ability to move inside the plant. They are effective at killing very small plants (<2 inches tall). Large plants can suffer leaf burning after treatment with organic herbicides, and if the application is done properly, the user will see a lot of control shortly after the application.

However, the plants will soon recover, and the control level will decrease because, unlike plants treated with systemic herbicides, they can produce new growth from tissues that were not directly exposed to the herbicide.¹¹

Several colleges in the United States have done studies to find an equal alternative to glyphosate. The University of Maryland Extension Service says commercially available alternatives are not as effective as glyphosate. It recommends using

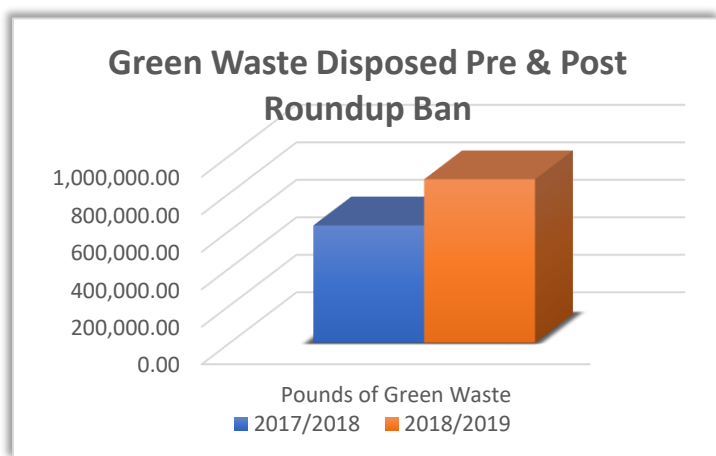


alternative herbicides with other gardening practices such as soil health and irrigation methods. Alternatives usually work by burning plants.¹¹

The North Carolina State Extension Service reviewed several different alternatives to glyphosate in landscape management. It found manual weeding was effective but had to be performed every two weeks. Using flame, steam or hot-foam weeding proved effective but can only be used in non-flammable areas such as cracks or crevices in driveways and sidewalks.¹¹

Controlling weeds without glyphosate and other synthetic herbicides will require more intensive use of mechanical control approaches and hand weeding. Also, if relying on organic herbicides, these herbicides will have to be frequently applied (probably once or twice a week) to kill the weeds at the right time (before they get too big). Also, all these activities will increase weed control costs and the results will likely be not as satisfactory.¹¹

The ban on Roundup / glyphosate in the City has impacted the amount of manual



weed removal and waste generated from disposing of the weeds. Data collected from City records indicates a 30% increase in green waste disposal from 2018 (Roundup banned in Pittsburg) to 2019 (see graph). The City's landscape crews have worked diligently to control the weeds throughout the city since glyphosate's ban. Similar to the results of the studies

mentioned, crews have had little success finding an equivalent product that can control and prevent weeds as well as glyphosate. Testing several glyphosate-free products and natural alternatives without benefit, maintenance crews have spent more hours on manual weeding than ever before.

Growing City Limits – Future Demands

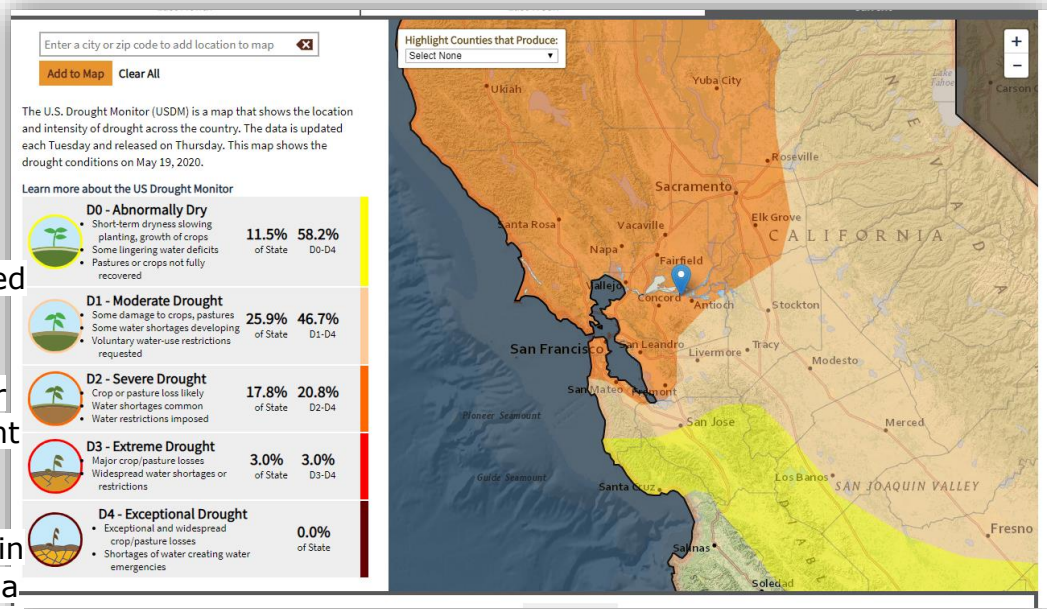
Perhaps the most substantial challenge for the City of Pittsburg Public Works maintenance crews is the prospective growth in the coming years. With each new development comes more roads and landscape, including parks, medians and Right-of-Way areas. Currently, there are five new subdivisions under construction, requiring additional maintenance hours, water and materials. In addition, there are seven other approved developments in the project pipeline.

As addressed previously, the available labor hours are undersupplied for the landscape throughout the City. Increasing the number of labor hours required to perform regular maintenance services, these new developments could quickly degrade if no staff is added to help with the already inadequate situation.

California Drought

The availability and cost of water to maintain plants and turf in the city is also an issue. California is no stranger to a lack of rain and dry ground. Since 1895, the state has suffered through several extended periods of dry weather, some more severe than others. Most recently, the drought from 2014-2017 was one of the longest, driest, and hottest droughts recorded in California.

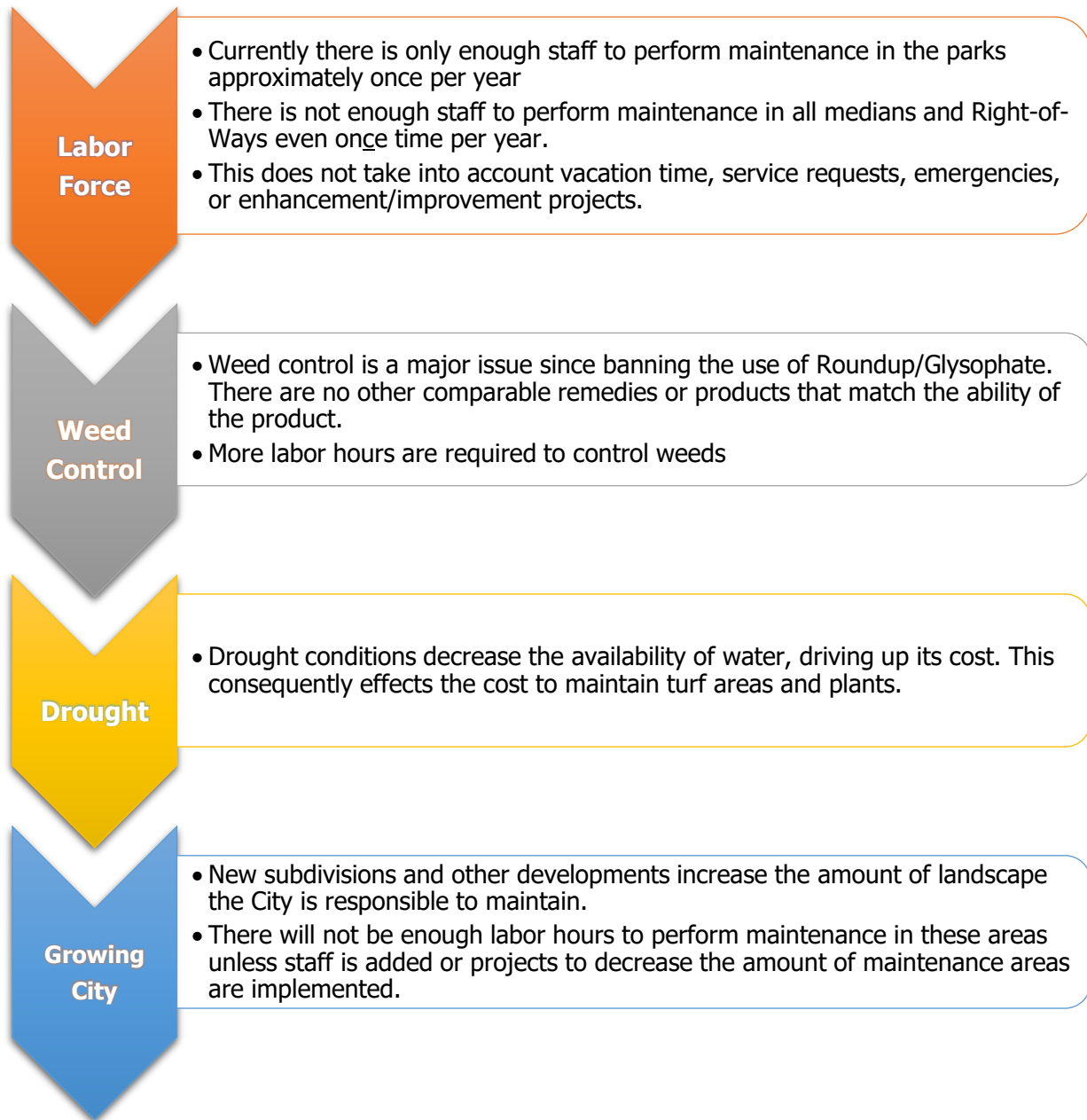
Although we began to recover from that drought over the past couple of years, we are once again shifting towards a drought trend and are currently experiencing severe drought conditions according to the NIDIS.³



Staff recommends moving to a new way of thinking about the Landscape of the City that considers not only the health and wellbeing of residents and budgetary constraints, but also water conservation, plant maintenance, and crime prevention when designing future landscapes in the City. Rethinking landscape design throughout the City, and restoring the City's depleted landscapes, can increase public safety, improve infrastructure, increase efficiency of city operations and services, and improve the quality of life for Pittsburg residents.

Summary of Challenges

The Public Works Department is responsible for maintaining 152 acres of parks, 67 acres of medians, 17.5 acres of Right-of-Ways and 13 acres of facilities.



The Solution

Sustainable Landscape: The trend toward sustainable landscape has been growing over the last 20 years and continues to grow as environmental concerns move to the forefront of public knowledge. (The Municipal 2020) Sustainable landscaping is the practice of using multiple strategies to create an environmentally friendly and climate appropriate landscape. Major goals and benefits of sustainable landscaping include water conservation, improving soil health, reducing maintenance labor and organic waste generation, carbon sequestration, and creating habitat through appropriate plant selection. Sustainable Landscape can also incorporate methods of CPTED to reduce and deter crime.



Shifting towards sustainable landscaping practices helps preserve our local ecosystems and prevent air, water, and soil pollution. In turn, this can reduce long-term costs and cut down maintenance. There are two important points to remember when creating sustainable landscapes:

1. Achieving sustainability is a process, not a fixed endpoint. You need to select sustainability practices and features which are appropriate and applicable to your situation and will move you closer to sustainability.
2. There is no single type of garden which is sustainable—all gardens can have sustainability elements which are appropriate to their specific geographical area.

Activities that can help support more sustainable and climate appropriate landscapes include xeriscaping, grasscycling, erosion control, water conservation, carbon sequestration, creating habitat, mulching, and composting.

Xeriscaping. Xeriscaping is landscaping with slow-growing, drought tolerant and native plants to conserve water and reduce trimmings.

Xeriscaping:

- Conserves water.
- Provides lots of attractive planting options.
- Presents minimal pest and disease problems.
- Thrives with little fertilization.
- Requires low pruning and maintenance.
- Saves valuable landfill space!

From the beginning, a landscape can be designed to reduce the amount of resources needed to maintain it and the amount of waste it produces. Each region of California has different resource conditions, such as available water, soil type, temperature ranges, and lighting. The intended use of the landscape area should be considered. By designing a landscape in an appropriate manner, selecting compatible plants, and installing efficient irrigation systems, a balance can be achieved that fits both aesthetic needs and the resource availability. Thoughtful landscape design will also lead to long term savings in maintenance time, reduce expenses and be beneficial to the community.

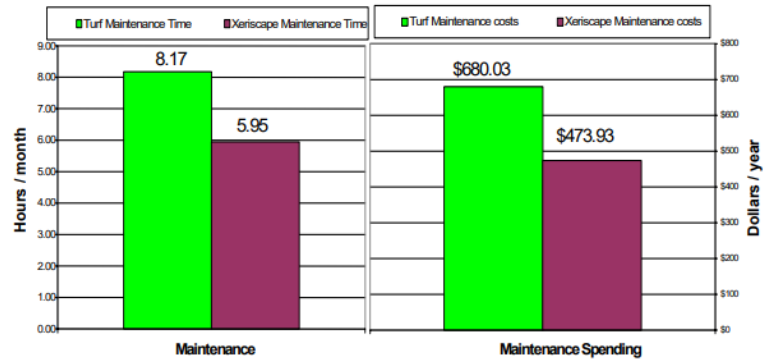
California's limited supply of water, subject to ever increasing demands, is just one resource saved by xeriscaping. This results in immediate cost savings through lower water bills. Xeriscaping can reduce the amount of plant trimmings which must be disposed of or otherwise managed. A reduction in plant trimmings can reduce the amount of labor needed to maintain a given landscape. Or, put another way, reduced plant maintenance allows more time to be spent on other aspects of landscape maintenance, or on another landscape area.

Xeriscapes generally require less fertilizer and fewer pest control measures than traditional landscapes. Because pesticides and fertilizers can inadvertently harm beneficial organisms, as well as impact air and water quality, reducing their use is a good idea. And, of course, using less of these materials saves money.

Today's waste-efficient landscapes use "unthirsty" plants--California natives and drought tolerant exotics. While California native plants are naturally accustomed to local climates and therefore good choices for water and waste efficient landscapes, xeriscaping can incorporate other appropriate plants. For example, one could draw from many available colorful drought tolerant plants native to other "Mediterranean" climates such as Southern Europe, North Africa, Western Asia, South Africa, and Australia.⁴

A transition to a more resource-efficient landscape may be a possibility through evaluating the existing habitat and deciding what to remove or add to the space.

FIGURE 12: Average Monthly Maintenance Time and Annual Direct Expenditures for Participants Having At least 60% Turf or Xeriscape



In 2005 Southern Nevada Water Authority performed a Xeriscape Conversion Study. In the study, they compared landscape that was at least 60% Xeriscape to 60% Turf. They found that landscapes with Xeriscape used about 30% less labor and spent about 30% less on maintenance.

The same study also found participants with Xeriscape saved between 25% and 70% on water bills, depending on the season.¹²

Additionally, the return on investment was calculated for Xeriscape Conversion projects. The study found that in conversions where participants considered materials and labor as part of the cost and return, the average payback time without a rebate was between 4-5 years.

Average Xeriscape Conversion Payback Time		
	Materials Only	Materials + Labor
Average Payback Time	2-3 Years	5-10 Years
Average Payback Time with \$1.00/sf rebate	1-2 Years	4-8 Years

Contra Costa Water District Rebates

The Contra Costa Water District offers rebates for lawn conversions and irrigation retrofit projects to update landscape to sustainable type. Rebates are issued on a first come, first serve basis and projects must be approved via an application process. There is typically a cap of \$20,000 per commercial customer, however the City of Pittsburg has been allowed to apply for extra funds for turf conversions based on the type of area being converted. Below is a summary of the rebate availability:

- **Parks/green belts**, 10,610 sq. ft. / \$10,610 rebate
- **Streetscapes**, 74,795 sq. ft. / \$20,000 max. rebate
- **Office buildings / Parking Lots**, 12,700 sq. ft. / \$12,700 rebate

Irrigation Retrofit rebates are also available via an application process with CCWD. Rebates are available for drip irrigation retrofit, sprinkler nozzle and head retrofit, pressure regulator additions, and irrigation sub-meter additions. There are many areas throughout the city that could benefit from the use of these rebates. Projects have been highlighted in the proposed Special Projects section.

Continued Landscape Contractor Support

Decreased labor force, reduced budgets, limited weed control techniques, increasing drought conditions and an International Pandemic are all factors that effected the City's maintenance crews during the 2019/2020 Fiscal year. These affects are reflected throughout the City's current landscape appearance. In response to the accumulation of these factors, the Public Works department requested vital funding for assistance in getting maintenance schedules back on track and bringing major landscape areas in the city back to an acceptable state. funds were allocated to hire outside contractors to assist the City's maintenance crews with Right-of-Way and median maintenance.

With approval from City Council, two outside professional landscape contractors were hired to assist with weed control and landscape maintenance in the medians and ROWs. Public Works staff worked with the contractors to control traffic, remove significant amounts of weeds, check irrigation and trim overgrown plants. Over the course of a few months the contractors collectively assisted the City with maintenance of over 12 acres (over 500,000 square feet) of medians and right-of-way areas and approximately 20 acres of herbicide treatment. These crews faced many of the same challenges that Public Works crews have faced. Without the use of Roundup to control weeds, keeping freshly maintained areas was challenging even for these outside contractors. Additionally, windy, dry and hot weather conditions more days than not made it difficult to coordinate proper days to spray herbicide. Facing these challenges, these outside crews were able to give Public Works crews some vital assistance to catch up with approximately a month's worth of maintenance. Without this support, City crews would be severely behind in maintenance.

The recent progress in landscape maintenance can only be sustained with continued support in a similar fashion. Continuing to make headway in improving the appearance of the landscape will require comparable funding in FY 2020/2021 and FY 2021/2022 for additional maintenance assistance. It is recommended that landscape contractors are added in the fall and spring each year. Additionally, a seasonal crew or landscape contractor dedicated to specific landscape enhancement / improvement projects should be hired so that the regular, dedicated maintenance crews can continue routine upkeep and prevent regression.

Meeting Minimal Labor Demand

As discussed in previous sections, the current labor force for Parks, Medians, and ROWs collectively does not meet the required number of hours to service all landscape areas of the city in one year. Furthermore, when emergencies, requests, and projects arise, regular maintenance staff is removed to address these needs, decreasing the available hours for maintenance. Increased staff is required to meet the minimum maintenance demand; increase the annual number of services to

each park, median and ROW; and to respond to emergencies, requests, and improvement projects.

Several solutions are available to meet the minimal labor demand:

1. Increase crew sizes from 4 people to 5 people.
 - This can reduce the amount of time it takes a crew to perform maintenance in an area.
2. Add crews to the labor force
 - As previously mentioned, adding crews will allow more services during the year

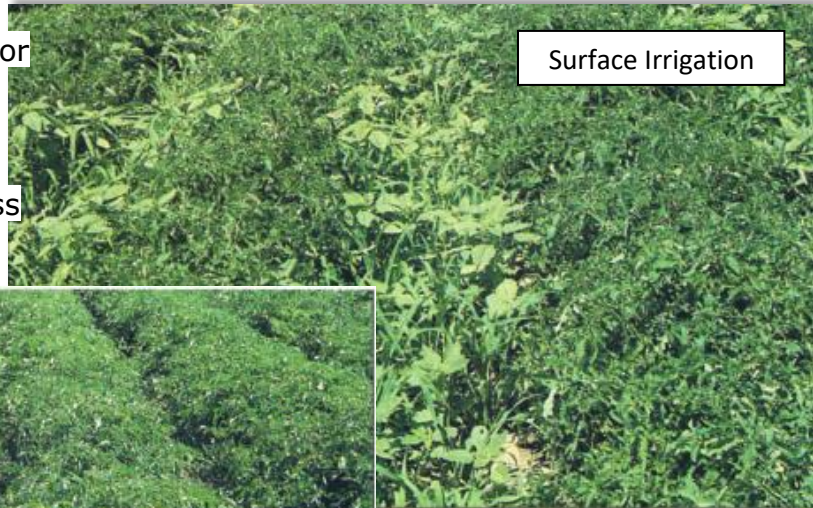
Department	Additional Staff Required	Additional Vehicles Required	Total Additional Cost (Est)
Parks	10	3	\$ 498,748.00
Medians/ROW	16	4	\$ 810,724.00
TOTAL ADDITIONAL	26	7	\$1,309,472.00

3. Request bids from qualified landscape contractors to perform improvement projects dedicated to reducing labor.
 - Outsourcing enhancement projects will allow maintenance crews to stay on regular maintenance schedule
 - Focus on projects generating reduced labor hours
 - Projects are highlighted in Specific Improvement Project Section

Alternative Weed Control Methods

Since the ban of glysophate / Roundup use in the City, manual weed removal and waste generated from disposing of the weeds has significantly increased. There are some non-chemical practices that can help reduce and control the weeds. However, solely using nonchemical methods requires significant amounts of time, labor, money and constant scouting to decrease weed germination and growth before infestations become unmanageable. The most economical and effective weed control will be achieved when combining a variety of methods in each area along with chemical application.¹³ In areas where shrubs and trees are the predominant plants, drip irrigation, weed fabric and mulch can work together to significantly reduce the number of weeds.

Drip irrigation is the slow, even application of low-pressure water to soil and plants using plastic tubing placed near the plants' root zone. It is an alternative to sprinkler or other methods of irrigating. Drip irrigation can be used for plants with high or low water demands. A well-designed drip irrigation system loses practically no water to runoff, creates a less



favorable environment for pests and diseases, and enhances weed control by keeping much of the soil surface dry.¹⁴

Mulches improve soil and plant health, reduce erosion and compaction, optimize soil temperature, and suppress annual weeds by limiting light required for weed establishment. Mulch also helps the soil retain moisture, meaning plants need less water.¹³ Organic mulches include wood chips, sawdust, yard waste (leaves, clippings, and wood products), and hardwood or softwood bark chips or nuggets. Mulch must be applied at a certain depth to adequately suppress weeds. Mulch



must also be replaced or renewed after a certain amount of time. If the mulch is too decomposed, it becomes a means of weed propagation rather than a means of prevention. A plan to periodically replenish organic mulches needs to be considered.

Landscape fabric is used for long-term weed control around trees and shrubs. Placing a landscape fabric under mulch results in greater weed control than mulch used alone.

In the notably windy areas of the City, these three methods used in combination can considerably help with weed control.

Soil Testing

Part of sustainable landscaping involves building healthy soils. Plants require 14 mineral nutrients for proper growth and reproduction. For the most part, soil can supply sufficient amounts of these nutrients. However, in some cases, soils may not have enough of one or more essential nutrients to sustain plant growth. Soil testing is the most effective way to determine the nutrient status and pH of the soil in a landscape. Soil test results are useful to determine whether fertilizer or lime applications are needed.¹⁵

Soil testing may identify a lack of plant nutrients critical for optimum growth. For instance, nitrogen, phosphorus, or potassium levels may be limiting plant growth, along with a lack of other plant macronutrients (calcium, magnesium, and sulfur) and micronutrients (chloride, iron, boron, manganese, zinc, copper, molybdenum, and nickel).

Soil tests can also determine organic matter, pH, soluble salts, available nutrients, element toxicities, soil texture, and numerous other properties.

Soil testing may also identify limiting factors on a site such as a pH outside the desirable range for the plants (low pH or high pH), low organic matter, excess levels of particular elements, or high salinity (concentration of salts).¹⁶

Routine soil testing is a great tool to help point out nutrient deficiencies and surpluses, soil pH, and Cation Exchange Capacity (CEC). Soil tests can be used for four purposes: maintaining proper soil fertility; guiding plant selection; performing plant problem diagnostics; and for conforming to industry approved standard practices. There are many areas throughout the City with failing plants. The quick solution is to replace the plants. However, installing new plants in soil that is not conducive of their growth is pointless.¹⁷

Testing soil in new planting areas and testing soil in areas where plants are failing can save money, improve appearances, and allow for proper plant selection. A specific budget for soil testing and corresponding soil amendments/fertilizers is recommended.

Current City Landscape Conditions

Parks

In April 2020, key Public Works staff conducted an inventory and assessment of 26 park facilities owned and operated by the City. The assessment considered recreation amenities, site amenities, park structures and landscape elements such as turf, trees, and irrigation.

The chart on the following page shows the results of the evaluation of each park and its features. Note that the average rating was 1.817. Exactly half of the parks fall below this average and half fall above this average rating. A good rating of “3” would indicate fully functional condition. A “poor” rating of “1” recommends repair or replacement.

The park assessment is summarized on the following pages.

Condition Assessment Rating Scale

Playgrounds:		Site Furnishings:		Park Structures (Restrooms, Picnic Shelters, Concession Bldg):	
3	In good condition: no drainage issues; 0-40% material deterioration, no safety concerns	3	In good condition: Not damaged; free of peeling / chipped paint; consistent throughout park. Trash receptacles, drinking fountain, picnic tables benches are usable and do not pose any safety hazard	3	In good condition: roof has no leaks; floor shows little sign of wear; finishes are fresh with no graffiti or vandalism; all elements are in working order throughout park. Trash receptacles, drinking fountain, picnic tables benches are usable and do not pose any safety hazard
2	In fair condition: some drainage issues 40-25% material deterioration some small compliance/safety issues that could be spot fixed	2	In fair condition: 5-50% of furnishings are damaged and require replacing parts; some peeling or chipped paint; furnishings are not consistent, but are operational	2	In fair condition: roof shows signs of wear but is structurally sound; floor shows some wear, finishes show some wear with some marks or blemishes. Lock needs minor repair.
1	In poor condition: some to many drainage issues; 40% or greater material deterioration; needs major repair or replacement; safety issues present	1	In poor condition: 50% or more of furnishings are damaged and require replacing parts; significant peeling / chipped paint; multiple styles within park site require different maintenance	1	In poor condition: roof leaks or otherwise needs repair; floor show significant wear and is difficult to maintain; finishes are dull or discolored, have graffiti, or are not easily maintained; some elements not working or in need of repair (e.g., non-functioning sink). Lock / gate / door needs replacement.
Paved courts:		Lighting:		Turf:	
3	In good condition: no safety hazards, no cracks in surfacing; fencing is functional, free of protrusions, and free of holes/passages; painting and striping are appropriately located, whole, and uniform in color	3	In good condition: 0-25% of all lights are functional. Little to no replacement needed. Lights are all functional and in appropriate places to provide safety.	3	In good condition: lush and full, few weeds, no drainage problems.
2	In fair condition: a spot fix safety hazard was noted, hairline cracks to ¼", surfacing required; fencing has minor protrusions, or holes/passages that do not affect game play; painting and striping have flaking or color fading.	2	In fair condition: 25% - 50% of lights are not functional. Less than half of the lights need to be replaced. Some lights need to be added for additional safety.	2	In fair condition: some bare spots, some drainage problems.
1	In poor condition: a major safety hazard was noted; horizontal cracks more than ½" wide, surfacing required; fencing has large protrusions, holes/passages or defects; painting and striping are patchy and color has faded dramatically.	1	In poor condition: 50% or more of lights are not functional. More than half of the lights need to be replaced or upgraded. There are several areas with non-functioning lights that pose a safety hazard. Additional lights are needed to make the area safe.	1	In poor condition: irrigation problems, bare spots, weeds, soil compacted.
Sports fields:		Signage:		Park Trees:	
3	In good condition: thick grass with few bare spots; few depressions; no noticeable drainage issues, proper slope and layout; fencing if present is functional, free of protrusions, and free of holes.	3	In good condition: a signage system for the site, appropriate signs, no damaged signs.	3	In good condition: trees overall have good form and spacing; no topping; free of disease or pest infestation; no vandalism; no hazard trees.
2	In fair condition: grass with bare turf areas in high-use locations, some drainage issues in overuse areas, slope is within one percent of proper field slope, infields have grading problems (bump) at transition to grass and have no additive, may not have proper layout and/or orientation, fencing if present has minor protrusions, or holes/passages that do not affect game play.	2	In fair condition: multiple signage system within one site, a few damaged signs (0-40%), needs maintenance	2	In fair condition; some crowding may exist but overall health is good; less than 5% of trees show signs of topping, disease or pest infestation; vandalism has not impacted tree health (graffiti, not girdling)
1	In poor condition: bare areas throughout the year, uneven playing surface that holds water in certain places, drainage issues, slopes not uniform and/or more than one percent from proper field slope, improper layout and/or orientation; fencing has large protrusions, holes/passages or defects.	1	In poor condition: Signs are not legible from a reasonable distance, many damaged signs (over 40%), old logos, deteriorated materials or no signage / signs are needed in several areas.	1	In poor condition: Form or spacing issues may exist; evidence of disease or pests; vandalism affecting tree health; some hazard trees or trees in danger of becoming hazard trees.
Pathways / Trails:		Parking Areas:		Landscape Beds:	
3	In good condition: surface generally smooth and even; proper width and material for type of pathway; proper clearances; minimal drainage issues.	3	In good condition: paving and drainage do not need repair; pavement markings clear; pathway connection provided to facility; proper layout	3	In good condition: few weeds; no bare or worn areas; plants appear healthy with no signs of pest or disease infestation.
2	In fair condition: uneven surfaces in places; some drainage issues; some cracking; narrow widths in some places.	2	In fair condition: paving needs patching or has some drainage problems; has wheel stops and curbs	2	In fair condition: some weeds present; some bare or worn spots; plants are still generally healthy
1	In poor condition: uneven surfaces; inadequate width; significant cracking or heaving; clearance issues.	1	In poor condition: surfaces (gravel, asphalt, or concrete) needs repair; uneven grading; limited signage; no delineation for vehicles.	1	In poor condition: many weeds present; large bare or worn areas; plants show signs of pests or disease; compacted soils.
Medians:		Public Art:		Natural Areas:	
3	Low maintenance landscape / easy access, fresh/newly planted material, no plant material is missing or damaged, hedges trimmed, no weeds, easily accessible, little man hours used	3	In good condition: no vandalism; no signs of weathering	3	In good condition: barely noticeable invasives, high species diversity, healthy plants, drought tolerant, little to no maintenance required
2	Medium maintenance landscape, plant material is aging and or some plant material is missing/damaged, some weeds are present, fairly easy to maintain and access for maintenance, an acceptable amount of man hours are used to maintain this landscape	2	In fair condition: minor signs of weathering or wear	2	In fair conditions: Noticeable invasives, fewer species but still healthy. Some drought tolerant material present, requires maintenance more than one time per year
1	High maintenance / high traffic area landscape: Plant material is old or more than 50% of plant material is missing/damaged, weeds are rampant / over 2 feet tall, traffic causes accessibility issues, many man hours are used to maintain this landscape.	1	In poor condition: metal leaching/concrete efflorescence/paint peeling/ wood chipped or carved into or warping; vandalized.	1	In poor condition: Invasives have taken over, low diversity, unhealthy plants. Little to no drought tolerant material present. Requires regular maintenance more than two times per year.

Park Current Condition Assessment

			Recreation Amenities						Site amenities				Park Structures		Vegetation								
			General site condition	Playgrounds	Paved courts: Basketball	Paved Courts: Tennis	Soccer Field	Baseball/Softball Fields	Pathways/Trails	Other Rec. Element	Site furnishings	Lighting	Signage	Parking Area	Drinking Fountain	Restrooms	Picnic Areas / Pavilions	Other Buildings / Structures	Turf	Park Trees	Landscaped Beds	Irrigation	
Parks	Address / Location																						Notes / specific improvements needed
1 Columbia Linear Park	Columbia Av	1.167							1	1	1	2	1	1	1		1		2	1	1	1	Lawn conversion, replace exercise equipment
2 Buchanan Park	4150 Harbor St.	1.214	1						1		1	2	1	1	1	1	1	1	2	1	2	1	Parking lot damaged, Restroom replacement needed, Irrigation Upgrade and Playground upgrade needed
3 De Anza Park	Trident Dr.	1.231	2	1					1		1	2	1	1	1		1		2	1	1	1	Irrigation retrofit, repave basketball court, install plants and trees near play area, replace pathways
4 John Henry Johnson Park	W.Leland & John Henry Johnson Pkwy	1.357	2	2					1		1	2	1	1	1	1	1		2	1	1	2	Redwood removals / replacement; Relandscape beds along road & medians in parking lot & path; update site furnishings, repave parking area, trim trees
5 Santa Fe Linear Park	Santa Fe Avenue	1.364							1		1	2	1		1		1	1	2	2	1	2	Lawn conversion to reduce maint; Upgrade benches; remove italian cypress from circle for safety, install new plant materials, new exercise equipment
6 Central Harbor Park	Marina Blvd.	1.385							1		1	2	2	2	1	1	1	1	1	2	1	2	Replace site furnishings, upgrade irrigation, update landscape beds at perimeter
7 Heritage Park Plaza	East 4th St	1.571									2	3	2	1	1					1	1		Relandscape planters, evaluate irrigation, Redwood tree removal in parking lot, upgrade irrigation to drip
8 Stoneman Trailhead	John Henry Johnson Parkway	1.615							1		1	2	2	2	1	1	2	2	2	2	1	2	Update landscape along trail, update site furnishings, Irrigation system upgrade, replace BBQ pits
9 Oak Hills Park	Southwood Dr.	1.692	2	2	2				2		1	2	2		1		2		2	1	1	2	Update site furnishings, landscape beds on hillside and in park
10 Riverview Park	Bayside Dr.	1.692	2						1		1	3	2	2	1	2	1		2	2	1	2	Update site furnishings, landscape beds, improve irrigation, replace pier
11 Woodland Hills Park	Crestview & Alta Vista Dr.	1.692	2	2	1				2		2	2	1		1		1		2	2	2	2	Replace flower beds, add plants and erosion control to the hillside, new signs, new picnic area equipment
12 Village Park at New York Landing	Cambria Drive	1.700							2		1	2	2		1		2		2	2	1	2	Landscape beds need new plant material
13 Highlands Park	Golden Hill Dr. & St. Paul Cir.	1.727	2	2					2		2	2	1		1				2	2	1	2	Replant park perimeter, add lighting, improve irrigation
14 8th St. Greenbelt	8th St.	1.833	2						2		2	2	2	2	1		2		3	1	1	2	Remove oleander trees & add new, cleanup planter beds, convert part of lawn area into drought tolerant landscape, update beds
15 California Seasons Park	Seasons Way	1.846	1	2					2		2	2	2	2	1		2		2	2	2	2	Replace / update plant material at Park sign
16 City Park	17th & Railroad Ave.	1.882	2	2			2	3	3		1	3	2	2	1	1	1	2	3	1	1	2	
17 Central Park	Pittsburg / Antioch Highway	1.941	2	2			3	2	2		2	3	1	2	1	1	2	2	3	2	1	2	
18 Marina Walk Park	W. 6th & Cutter	2.000	2	2					3		2	2	2	2	1		2		2	2	1	3	
19 Mariner Park	8th St. & Herb White Way	2.000	2					2	2		2	2	2	3	1	2	2	2	2	2	1	3	
20 Small World Park	2551 Harbor St.	2.000	2						2		2	3	3	2	1	2	2	2	2	2	1	2	
21 Hillsdale Park	Doffodil & Jacqueline Dr.	2.091	2	2					2		2	2	2		1				3	2	2	3	
22 Americana Park	N. Parkside Dr.	2.154	2						3		2	2	2	2	1		2	2	3	2	2	3	
23 Larry Lasater Park	San Marcos Blvd.	2.273	3						3		2	2	2		1		2		3	3	1	3	
24 Highlands Ranch Park	Buchanan Rd	2.500	3	2	3			3	3		2	3	2	3	1	3	3		3	2	1	3	
25 Giacomelli Park	2011 W. Leland Road	2.538	3						3		3	3	3	3	2	3	3		1	1	2	3	Soil amendment, replant landscape beds throughout
26 Buckley Park Plaza		2.769	2						3	3	3	3	3	3	2		3		3	2	3	3	

Park Structures and Site Furnishings

Overall, the park system in the City has aging structures and site furnishings. Drinking fountains in nearly every park are inoperable or vandalized. Although drinking fountains are addressed as a possible feature replacement in the City's Capital Improvement Project (PK-9), a plan to selectively remove, replace and update drinking fountains to newer, vandalism-deterrent hydration stations is recommended. Specific, additional funding for drinking fountains is recommended outside of the CIP project. Site furnishings in many of the parks are outdated, worn, broken, or unsafe. Broken benches and tables should be replaced. Replacements for aging site furnishings should conform to universal access characteristics and ADA guidelines. CIP funds for park structures and site furnishings should be re-evaluated for additional funding.

Landscape

Landscape beds throughout City parks have declined and are outdated. Many are missing plants or are unsuitably planted. Several landscape beds do not incorporate elements of a sustainable landscape, consuming valuable natural and financial resources. The need to shift to more drought-tolerant landscapes and update the irrigation system to conserve water was noted throughout the park system. Additionally, there are several areas of turf throughout the City park system that are seldom used, exhausting time, water, and money. These areas can be converted to drought-tolerant, water efficient, sustainable landscapes.



Trees

Landscape trees have real value and contribute to making livable communities. Making the most of that value requires providing trees with the proper care and attention.⁵ Although forest trees grow quite well with only nature's pruning, landscape trees require a higher level of care to maintain their structural integrity and aesthetics. Every treatment applied to the lawn (fertilizer and herbicide, for example) can impact the appearance and vitality of a tree. Conversely, treatments applied to a tree, such as pruning and fertilizing, can influence the appearance and vitality of the underlying turfgrass. The care of each plant in a landscape can affect the health of every plant in that landscape.⁷ The City has a large population of

mature trees. However, a portion of these trees have died, are failing, stressed, improperly placed, and neglected.

In order to protect these assets, a regular maintenance schedule, regular assesment and sufficient budget for pruning, fertilization, disease and pest management should be established and administered focusing on parks, medians and street trees.

Restrooms

Providing restrooms in parks makes them more accessible and welcoming, which is known to boost park usage. People are more comfortable spending time away from home if they are confident that there is a comfortable, clean, working restroom nearby according to Recreation Management Magazine.⁸

Throughout the City park system, Public Restrooms are continuously repaired and cleaned outside of their regular schedule. Locks and barriers put in place to prevent vandalism and misuse have been unsuccessful in many cases. Most of the restrooms in the park system need repair and/or renovation. The City's Capital Improvement Program addresses this issue (PK-10). However, staff recommends additional funding and higher priority be given to this project due to the current conditions of restrooms and the time spent repairing them. When considering replacements, a strategy to prevent vandalism needs to be considered. Demand, security, cameras, locks, and alternative restrooms should be considered in repairing and replacing restrooms throughout the City. It is recommended that \$200,000 - \$300,000 for restroom replacement be added to the CIP.

Medians

In April 2020, key Public Works staff conducted an assessment of medians throughout the City. The assessment considered location, proper selection of trees and plants, and condition of the irrigation system.

The chart on the following page shows the results of the evaluation of major medians throughout the City. Note that the average rating was 1.77. Most medians evaluated fall below this average. A good rating of "3" would indicate low maintenance needs, no missing or damaged plants with proper plant selection and easy access. A "poor" rating of "1" indicates most plant material is old or missing/damaged and needs replacement or replanting. A low rating also indicates the median is a high traffic and labor-intensive landscape.

The median assessment is summarized on the following pages.

Major Medians Condition Assessment

		General site condition	Vegetation				Notes / specific improvements needed
			High visibility area	Trees	Landscaped Beds	Irrigation	
Median / ROW / Open Space							
1	Loveridge Freeway-E Leland	1	1	1	1	1	Remove Eucalyptus, install concrete in planters under 40", repair irrigation, install smaller evergreen trees and grasses, install mulch
2	Range Rd.	1	1	1	1	1	Remove trees in medians under 40", install concrete, repair irrigation, prune trees, install drought tolerant landscape
3	Harbor 3rd-School	1.33	1	1	1	2	Large tree removal on ROW and medians, irrigation repair, remove old plant material and install new drought tolerant
4	W Le Land Baily-Burton	1.50	1	2	1	n/a	Remove trees and old plant material. Install small, compact trees, irrigation repairs
5	Polaris ave- W Catarmaran	1.00	2	1	1	n/a	Irrigation repair, tree removal, drought tolerant landscape or succulents
6	E Leland Rail Road- Harbor	1.67	1	2	2	1	Lack of pressure, needs risers, irrigation needed
7	E Leland Harbor- Loveridge	1.67	1	2	2	1	Upgrade irrigation, install sustainable landscape
8	E Le Land Loveridge-Gladstone	1.67	1	2	2	1	Upgrade irrigation, install sustainable landscape
9	E Le Land Gladstone-Century blvd	1.67	1	2	2	1	Lack of pressure, needs risers, irrigation needed
10	Buchanan Road Harbor-Loveridge	1.67	1	2	2	1	Some areas have irrigation, other's don't
11	W 10th	1.67	1	2	1	2	Upgrade irrigation, install sustainable landscape
12	Willow Pass Rd. Red Leaf -Seasons	1.67	1	2	1	2	Upgrade irrigation, install sustainable landscape
16	Kirker Pass - Railroad Entrance	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
17	W Le Land San Marcos-Baily	2	1	2	1	3	Upgrade irrigation, install sustainable landscape
18	Rail Road 10 th - Freeway	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
19	Rail Road Freeway-E Le Land	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
20	Rail Road E Le Land- Buchanan	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
21	Rail Road Buchanan-Kirker Pass	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
22	Loveridge E Le Land- Stonemen	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
23	Loveridge Stonmen- Buchanan	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
24	W Buchanan Road- Rail Road	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
25	Buchanan Road Rail Road-Harbor	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
26	Buchanan Road Loveridge-Meadows	2	1	2	2	2	Upgrade irrigation, install sustainable landscape

		General site condition	Vegetation				Notes / specific improvements needed
			High visibility area	Trees	Landscaped Beds	Irrigation	
	Median / ROW / Open Space						
27	Marina Blvd	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
28	Willow Pass Rd. Seasons- Winter	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
29	Willow Pass Rd. Winter - city Limits	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
30	Harbor School-Freeway	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
31	Harbor Freeway- Atlantic	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
32	Harbor Atlantic-Stoneman	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
33	Frontage Rd.	1.66667	2	2	1	2	Drip irrigation, overgrown shrubs
34	P/A hwy Bypass	2	1	2	2	2	Wall cover only
36	42 W Le Land San Marcos - West	2	1	2	2	2	Upgrade irrigation, install sustainable landscape
37	Polaris ave- W Catarmaran- Range	2	2	2	2	2	Upgrade irrigation, install sustainable landscape
38	Herb White Way	2	2	2	2	2	Upgrade irrigation, install sustainable landscape
39	Ventura Ave	2	2	2	2	2	Upgrade irrigation, install sustainable landscape
40	Oakhills	2	2	2	2	2	Upgrade irrigation, install sustainable landscape
40	Southwood	2	2	2	2	2	Upgrade irrigation, install sustainable landscape
41	Woodhill	2	2	2	2	2	Upgrade irrigation, install sustainable landscape
42	Bailey Road	2.66667	1	3	2	3	Upgrade irrigation, install sustainable landscape
43	Bay Side Dr.	2	3	2	2	2	Plants aging, trees overgrown
44	Cambell Dr.	2	3	2	2	2	Upgrade irrigation, install sustainable landscape
45	Inverness Dr.	2	3	2	2	2	Upgrade irrigation, install sustainable landscape
46	Santa Ann Dr.	2	3	2	2	2	Upgrade irrigation, install sustainable landscape
47	Suzanne Dr.	2	3	2	2	2	Upgrade irrigation, install sustainable landscape
48	Mc Derott	2	3	2	2	2	Upgrade irrigation, install sustainable landscape
49	Mc Faul Dr.	2	3	2	2	2	Upgrade irrigation, install sustainable landscape
50	Meadows Ave	3	2	3	3	3	New landscape

Irrigation

Irrigation systems in the medians throughout the City are outdated, incompatible with current plantings, and need repair, replacement, or upgrading. Some medians currently do not have working irrigation, preventing restoration of current bare landscapes. Several medians have irrigation that is outdated and inappropriate for the plant material, wasting water and money. Installing drip systems and pressure regulating sprinklers can conserve water, control weeds, and increase the life of plant material, all cost saving measures.

Trees & Plants

Throughout the City, medians improper plant and tree selection damages streets, consumes budgets, and wastes water and time. Improperly selected street trees throughout the city have outgrown their tree pits and present safety hazards for residents and guests. Soil composition and pH in the medians also contribute to the health of plants and trees. There are several instances of plant material failing in new medians caused by deficiencies related to soil content. Staff recommends funding for soil testing and amending is allocated to protect City investments in landscape.

Turf in Medians

Exhausting valuable resources, areas of turf in the medians are not only hard to access but consume additional time for traffic control and require labor intensive practices. Turf should be removed and replaced with sustainable, low-maintenance, micro-climate appropriate landscape to reduce labor and cost of maintaining these areas as well as water use.

Staff recommends a yearly budget to update, upgrade, and renovate medians throughout the city, that are listed and not covered in Specific Improvement Projects.

Specific Improvement Projects (Information & Highlighted Projects)

Using the evaluations, several specific improvement projects were identified by Public Works Staff. These projects incorporate and contribute to the mentioned solutions. Projects creating sustainable landscape, adding alternative weed control methods and reducing the amount of labor required to maintain areas are highlighted. These projects are located in areas that have been problematic or are in high visibility areas and would have a significant impact on the landscape of the City. They would significantly reduce labor time and maintenance costs, improve water conservation efforts, increase public safety, enhance appearance of high visibility areas, and correct areas of concern.

Median Concrete Installation

Installing stamped concrete in medians under 40" will reduce maintenance and water costs. It will also add to the safety of crews. The small strips often pose extreme safety risks. Installing concrete in these small areas would not only save money in the long run, but keep employees safe. There are several areas in medians throughout the city that are hard to maintain due to traffic. Often, the amount of time it takes to perform traffic control is longer than the time it takes to actually perform maintenance in these areas. Furthermore, there are only a small selection of drought-tolerant, space-appropriate plants to grow in these small spaces. Although some are small spaces, this work would considerably minimize labor hours while reducing material costs and eliminating water costs, making them available for other areas and projects. The following are featured problem areas, the estimated cost to complete the project and the savings obtained.



W Leland at Alves



Project Information & Savings

Est. Area	2,415 square feet
Est. Cost for Project	\$84,525,600.
Total Estimated Savings per Year (Water & Labor)	\$3,115. / Year + Safety
Est. Hours Saved	150 hours

Range Road

Project Information & Savings	
Est. Area	2,285 square feet
Est. Cost for Project	\$79,975.00
Total Estimated Savings per Year (Water & Labor)	\$3,632.00 / Year + Safety
Est. Hours Saved	130 hours



Lawn Conversion (Information & Highlighted Projects)

Converting specific areas from lawn to drought tolerant landscape can save time and money. Large areas of turf unused by the public waste water and take more time and materials to care for than drought tolerant, sustainable planters. Moreover, with the continued drought conditions, water rates will continue to rise. The Public Works Staff has proposed specific areas for lawn conversion. The next sections highlight some specific projects outlining the estimated cost, savings and payback on investment based on current research and estimated lawn conversion square footage costs.

Civic Ave Parking Lot Grass Area

Project Information & Savings	
Est. Area to Convert	12,700 square feet
Est. Cost to Convert	\$15,431.00
Total Estimated Savings per Year (Water & Labor)	\$5,273.00 / Year
Est. Hours Saved	44 hours
Payback on Investment	3 Years (In-House)



San Marco Medians



Project Information & Savings

Est. Area to Convert	22,000 square feet
Est. Cost to Convert	\$106,500.00
Total Estimated Savings per Year (Water & Labor)	\$12,228.00 / Year
Est. Hours Saved	4,224 hours
Payback on Investment	8.7 Years (subcontractor)

Before (Current)



After (Example)



Specific Improvement Project List & Budget

Although the City's CIP addresses funding for Park and Landscaping improvements (PK-13), additional funding is recommended for specific projects listed below. There are some major areas of improvement suggested for consideration over the next five years which would significantly reduce labor time, increase safety, reduce water bills and cut maintenance costs. The funding provided in the CIP is insufficient to cover the majority of these projects, even if they are spread out over the course of 15 years.

Note that planter upgrades include removing plant material, testing and amending the soil, installing weed fabric, upgrading irrigation system to drip (if needed), installing new, low maintenance, drought tolerant plants, and installing mulch to 3" depth. Lawn conversions include the same, except removing turf instead of plant material.

Estimated savings include estimated water bill reduction and labor cost savings. Some projects could not be estimated due to unknown current or future costs.

The following pages are a summary of budgetary needs and project descriptions. Projects are broken out by Parks, Subcontractor Assisted Projects, Tree Projects, Landscape & Irrigation Projects, and other projects and needs as addressed in this document.

Specific Improvement Budget

Project & Staffing Need Summary	Fiscal Year								
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Park Projects	\$ 16,500.00	\$ 206,565.00	\$ 264,537.50	\$ 296,098.00	\$ 315,252.50	\$ 84,015.00	\$ 42,575.00	\$ 38,614.00	\$ 40,000.00
Subcontractor Assisted Enhancement Projects	\$ 138,450.00	\$ 409,200.00	\$ 278,450.00	\$ 149,250.00	-	-	-	-	-
Landscape & Irrigation Projects	\$ 218,650.00	\$ 209,435.00	\$ 163,312.00	\$ 153,540.00	\$ 66,507.00	\$ 42,000.00	-	\$ 24,967.00	-
Tree Projects	\$ 40,650.00	\$ 51,750.00	\$ 58,350.00	\$ 43,250.00	\$ 42,250.00	\$ 42,250.00	\$ 42,250.00	\$ 42,250.00	\$ 42,250.00
Median Concrete Fill	-	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Median Landscape Update	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Soil Testing & Amendment	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Subcontractor cleanup assistance	\$ 65,000.00	\$ 65,000.00	\$ 45,000.00	\$ 45,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
Staff Additions (see pp. 10-13 for breakdown)	\$ 666,724.00	\$ 390,748.00	-	-	-	-	-	-	-
Vehicle Additions (one time purchase)	\$ 144,000.00	\$ 108,000.00	-	-	-	-	-	-	-
Total Additional Funds Needed	\$ 1,304,974.00	\$ 1,505,698.00	\$ 939,649.50	\$ 817,138.00	\$ 649,009.50	\$ 393,265.00	\$ 309,825.00	\$ 330,831.00	\$ 307,250.00

Specific Improvement Projects

Recommendations

Recommendations			Suggested Project Year(s)									Benefits									Financial Information				
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Water conservation	Labor Reduction	Safety / Hazard Mitigation	Crime Reduction	Update to Sustainable Landscape	Rebate available	Facility/Equipment/Structure Update	High Traffic / Visibility Area	Benefit Score	Estimated Budget	ROI Time (years)	Estimated Annual Cost Savings	Total Rebate Possible	ROI after Rebate (years)
Subcontractor Assisted Projects																									
1	City Park	Lawn Conversion in area near soccer field	X									X	X			X	X			4	\$ 31,950.00	10.1	\$ 3,178.41	\$10,610.00	6.7
2	W Leland Medians	Install new plant material that is wind tolerant & sustainable & drip system		X								X	X	X		X	X		X	6	\$168,250.00	12.1	\$13,922.00	\$ 3,192.00	11.9
3	E 3rd St. Median	Lawn conversion to sustainable landscape, irrigation upgrade		X								X	X	X		X	X		X	6	\$ 65,950.00	13.1	\$ 5,030.00	\$20,000.00	9.1
4	San Marcos	Median lawn conversion, revamp of 1st median off freeway. 24,621 sf of lawn	X									X	X	X	X	X	X		X	7	\$106,500.00	9	\$12,000.00	\$20,000.00	7.2
5	8th st greenbelt	Convert select lawn areas to sustainable planting			X							X	X			X	X		X	5	\$180,350.00	13	\$14,250.00	\$10,610.00	12
		Landscape retrofit - remove and replace old plants to sustainable, upgrade irrigation to drip				X						X	X	X		X			X	5	\$149,250.00	18	\$ 8,250.00	\$14,925.00	16
6	Avalon Circle Turf	Lawn conversion to sustainable landscape, irrigation upgrade			X							X	X			X	X			4	\$ 98,100.00	11	\$ 8,795.00	\$20,000.00	9
7	Buchanan Park	Irrigation pipe & infrastructure replacement		X	X							X	X	X				X	X	5	\$175,000.00	Unknown	Unknown	Available	Unknown

Note: \$20,000 total rebate available for either #4 or #5 or split between projects; \$10,610.00 available for either #1 OR #5 or split between projects

Specific Improvement Projects

Recommendations

			Timeline										Benefits							Financial Information		
			21-2022	22-2023	23-2024	24-2025	25-2026	26-2027	27-2028	28-2029	29-2030	Water conservation	Water Reduction	Safety / Hazard Mitigation	Time Reduction	Update to Sustainable Landscape	Materials available	Facility/Equipment/Structure	Net Benefit Score	Budget (In-House)	ROI Time (In-House)	Estimated Annual Cost Savings
Sustainable Landscape & Irrigation Improvements																						
8	Oak Hills / Oak Point	Weed abatement, replant areas, mulch, irrigation repair					X					X	X	X		X			4	\$ 9,258.00	6.3	\$ 1,470.00
9	Woodhill Project	Weed abatement, replant areas, mulch, irrigation repair/conversion					X					X	X	X					3	\$ 15,709.35	5.0	\$ 3,125.00
10	Power & Davi	Remove overgrown landscape at Right of Way, install mulch, allow resident to take over area on corner			X							X	X	X					3	\$ 555.00	6.2	\$ 90.00
11	Loveridge/E Leland Project	Loveridge: Remove Eucalyptus trees, hardscape median 40" or less, install easy maintenance plant material. E Leland: Remove trees under utility wires, fill in where needed with grasses & utility friendly trees	X	X	X							X	X	X	X	X			5	\$ 290,358.00		
		Tree Removals & Replacement - Eucalyptus on Loveridge																		\$ 20,000.00	N/A	N/A
		Trees under power lines																		\$ 8,900.00	N/A	N/A
		Plant and irrigation upgrade, mulch (Loveridge)																		\$ 31,458.00	7.7	\$ 4,096.00
		Median Hardscape																		\$ 170,000.00		
		E Leland Tree removal & replacement & sustainable landscape (possible trees available for free)																		\$ 60,000.00	7	\$ 8,610.00
12	Railroad Ave - Center to Castlewood	Hardscape medians 40" or less. Remove and replace plant material to sustainable landscape. Update irrigation accordingly	X	X	X	X	X	X				X	X			X			3	\$ 249,248.00		
		Tree Removals (16)																		\$ 12,000.00	N/A	N/A
		Sustainable Landscape & Irrigation																		\$ 21,978.00	4.3	\$ 5,100.00
		Hardscape medians																		\$ 215,270.00	N/A	N/A
13	Santa Fe Trail - Lawn Conversion	Lawn Conversion of 6,050 sf		X								X	X	X	X	X		X	6	\$ 9,247.00	3.9	\$ 2,343.28
	Remove Italian Cypress, update area with planter	Remove Italian Cypress, install sustainable landscape			X								X	X	X	X				\$ 15,000.00		
	Install new furnishings	New benches, kid fitness area			X													X		\$ 100,000.00	N/A	N/A
14	Highlands entrance @ Ventura	Lawn Conversion on median, update entrance planters		X								X	X			X			3	\$ 33,230.00	6.2	\$ 5,358.00
		Median Lawn Conversion																		\$ 5,780.00	4	\$ 1,375.00
		ROW planter update plants & irrigation (23,670 sf)																		\$ 27,450.00	6.9	\$ 3,983.00
15	Buchanan @ Loveridge	Remove deteriorating pines in median; update medians near shopping center				X							X	X		X			3	\$ 12,000.00	N/A	N/A
16	City Hall (REBATE AVAILABLE \$12,700)	Lawn conversion along Civic Dr.			X							X	X			X	X		4	\$ 15,431.00	3.3	\$ 4,692.00
17	Marina Blvd. Median	Update medians to sustainable landscape with drip- 8,011 sf	X									X	X			X			3	\$ 12,430.00	4.2	\$ 2,948.00
18	N ParksideRange Rd to Davi Ave ROW	Replace plant material along soundwall & sidewalk strips, update irrigation		X										X	X	X			3	\$ 34,722.00	N/A	N/A
19	Update planters at edges of city	Install drought tolerant, decorative plant material, adjust irrigation	X									X	X		X	X			4	\$ 60,643.55	N/A	\$ 4,640.00
		Bailey Rd																		\$ 6,623.52		
		Willow Pass Rd to Balcutha																		\$ 33,686.21		
		CenturyBlvd (sommerville to Red Lobster)																		\$ 6,965.02		
		Kirker Pass Rd. (Castlewood to end of city limits)																		\$ 13,368.80		
20	San Marcos subdivision entrances	Update landscape beds at entrances to sustainable landscape	X									X	X		X	X			4	\$ 13,251.00	N/A	\$ 815.00

Specific Improvement Projects

Recommendations

			Timeline										Benefits							Financial Information	
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Water conservation	Labor Reduction	Safety / Hazard Mitigation	Crime Reduction	Update to Sustainable Landscape	Rebate available	Facility/Equipment/Structure Update	Benefit Score	Budget (In-House)	Estimated Annual Cost Savings
Median Improvements																					
21	Various Minor Median Improvements	Upgrade irrigation, remove trees, install sustainable landscape as needed	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$20,000 - \$50,000 / Year	\$1,000 - \$15,000 / year
22	Medians throughout city	Fill medians less than 40" with concrete	X	X	X	X	X	X	X	X	X	X	X	X	X	X			5	\$100,000 / Year	
Tree Replacement																					
23	Alvarado / Alturas / Sherman	Sidewalk planter tree removals - remove trees causing sidewalk hazards.	X	X	X	X	X	X	X	X	X		X	X					2	\$ 45,000.00	
24	Loveridge @ Stoneman	Medians have topped trees - replace with low growing trees; some are not doing well and need to be removed and replaced. Approx 20 trees	X	X										X		X			2	\$ 10,000.00	
25	Harbor @ Stoneman	Remove Eucalyptus damaging sidewalk												X					1	\$ 3,800.00	
26	Leland at Loveridge	Remove & Replace median trees that are too large for median		X	X									X		X			2	\$ 6,500.00	
27	Pine / E 12th/ Redwood/Elm/ Birch St.	Remove trees damaging sidewalk, replace with appropriate size tree	X	X	X	X	X	X	X	X	X		X	X		X			3	\$17,250 / year (5 trees)	
28	Davi West	Remove & Replace old trees			X								X	X		X			3	\$ 7,850.00	
29	San Marco	Replace old, dying, or unhealthy trees			X							X		X		X			3	\$ 5,000.00	
30	Oak Hills Park	About 6-8 Redwoods have died on hillside - need to replace with drought tolerant option.		X								X		X		X			3	\$ 10,500.00	
31	Highlands Ranch	Plant trees near Tot lots 2-5 shade trees				X								X		X			2	\$ 1,000.00	
32	Railroad @ Alturas	Tree growing out of median needs to be removed	X											X					1	\$ 5,200.00	
33	City Park	Eucalyptus removal & replacement			X	X	X	X	X	X	X	X	X	X		X			4	\$20,000 - / Year (5 trees)	
34	Civic Ave Median	Median between City Hall and City Park - remove (2) dead/dying trees		X										X					1	\$ 4,200.00	
35	W Leland from Sugar Tree to Chestnut	Several dead trees along sidewalk		X										X	X				2	\$ 6,500.00	
36	Century Blvd.	Remove tree in median near Chili's - roots damaging street	X											X					1	\$ 5,000.00	
37	N Parkside Dr. @ City Park	Dead median tree needs to be removed/replaced	X											X		X			2	\$ 3,200.00	

Specific Improvement Projects

Recommendations

Recommendations			Timeline									Benefits								Financial Information	
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Water conservation	Labor Reduction	Safety / Hazard Mitigation	Crime Reduction	Update to Sustainable Landscape	Rebate available	Facility/Equipment/Structure Update	Benefit Score	Budget (In-House)	Estimated Annual Cost Savings
Median Improvements																					
21	Various Minor Median Improvements	Upgrade irrigation, remove trees, install sustainable landscape as needed	X	X	X	X	X	X	X	X	X	X	X	X	X	X				\$20,000 - \$50,000 / Year	\$1,000 - \$15,000 / year
22	Medians throughout city	Fill medians less than 40" with concrete	X	X	X	X	X	X	X	X	X	X	X	X	X				5 Year	\$100,000 /	
Tree Replacement																					
23	Alvarado / Alturas / Sherman	Sidewalk planter tree removals - remove trees causing sidewalk hazards.	X	X	X	X	X	X	X	X	X		X	X					2	\$ 45,000.00	
24	Loveridge @ Stoneman	Medians have topped trees - replace with low growing trees; some are not doing well and need to be removed and replaced. Approx 20 trees	X	X										X		X			2	\$ 10,000.00	
25	Harbor @ Stoneman	Remove Eucalyptus damaging sidewalk												X					1	\$ 3,800.00	
26	Leland at Loveridge	Remove & Replace median trees that are too large for median		X	X									X		X			2	\$ 6,500.00	
27	Pine / E 12th/ Redwood/Elm/ Birch St.	Remove trees damaging sidewalk, replace with appropriate size tree	X	X	X	X	X	X	X	X	X		X	X		X			3	\$17,250 / year (5 trees)	
28	Davi West	Remove & Replace old trees			X								X	X		X			3	\$ 7,850.00	
29	San Marco	Replace old, dying, or unhealthy trees			X							X		X		X			3	\$ 5,000.00	
30	Oak Hills Park	About 6-8 Redwoods have died on hillside - need to replace with drought tolerant option.		X								X		X		X			3	\$ 10,500.00	
31	Highlands Ranch	Plant trees near Tot lots 2-5 shade trees				X								X		X			2	\$ 1,000.00	
32	Railroad @ Alturas	Tree growing out of median needs to be removed	X											X					1	\$ 5,200.00	
33	City Park	Eucalyptus removal & replacement			X	X	X	X	X	X	X	X	X	X	X				4	\$20,000 - / Year (5 trees)	
34	Civic Ave Median	Median between City Hall and City Park - remove (2) dead/dying trees		X										X					1	\$ 4,200.00	
35	W Leland from Sugar Tree to Chestnut	Several dead trees along sidewalk		X										X	X				2	\$ 6,500.00	
36	Century Blvd.	Remove tree in median near Chili's - roots damaging street	X											X					1	\$ 5,000.00	
37	N Parkside Dr. @ City Park	Dead median tree needs to be removed/replaced	X											X		X			2	\$ 3,200.00	

Specific Improvement Budget & Projects

Recommendations

Recommendations			Timeline									Benefits							Financial Information			
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Water conservation	Labor Reduction	Safety / Hazard Mitigation	Crime Reduction	Update to Sustainable Landscape	Rebate available Facility/Equipment/Structure Update	Benefit Score	Budget (In-House)	Estimated ROI Time (In-House)	Estimated Annual Cost Savings	
Park Improvements																						
38	All Parks	Replace drinking fountains with bottle filling stations		X	X												X	2	\$ 100,000.00	Unknown	Unknown	
39	8th St. Greenbelt	Replace flower beds, remove dead and improper trees & add new			X							X	X	X		X		4	\$ 65,900.00	Unknown	Unknown	
40	CA Seasons	Replace / update plant material in beds		X	X							X	X			X		3	\$ 18,630.00	9	\$ 1,735.00	
41	Central Harbor Park	Update planters/irrigation				X						X	X			X	X	4	\$ 15,000.00	Unknown	Unknown	
42	City Park	Replace irrigation on City Park 2		X	X	X						X						X	2	\$ 125,000.00	Unknown	Unknown
43		Snackbar upgrade or replacement					X							X	X			X	3	Unknown	Unknown	Unknown
44	Columbia linear park	Exercise equipment replacement				X	X							X				X	2	\$ 50,000.00	N/A	N/A
45	De Anza Park	Upgrade irrigation system; replace pathways, new basketball ct.		X			X							X				X	2	\$ 20,000.00	Unknown	Unknown
46	Giacomelli Park	Amend the soil to remedy dying/inhibited plant growth, replant turf and landscape beds	X	X								X	X	X		X		4	\$ 31,000.00	Unknown	Unknown	
47	Heritage Park Plaza	Replace landscape beds, upgrade irrigation to drip						X				X	X			X		3	\$ 5,000.00	10.7	\$ 468.00	
48	Highlands Park	Replant park perimeter			X	X						X	X			X		3	\$ 45,880.00	10.1	\$ 4,520.00	
49	Highlands Ranch Park	Add trees to dog park	X															X	1	\$ 1,000.00	N/A	N/A
50	John Henry Johnson Park	Replant flower beds along street, amend soil, upgrade to drip irrigation				X	X					X	X	X				X	4	\$ 49,551.00	5.0	\$ 9,945.00
51	Larry Lasater Park	Replace landscape beds, amend soil, add drip system			X	X						X	X			X		3	\$ 39,265.00	5.4	\$ 7,205.00	
52	Marina Walk Park	Replace/rennovate landscape beds, amend soil, add drip system						X				X	X			X		3	\$ 15,100.00	5.9	\$ 2,565.00	
		Lawn conversion near basketball & playground							X			X	X			X	X	4	\$ 7,240.00	3.5	\$ 2,041.00	
53	Mariner Park	Update planter beds, upgrade irrigation, paint pergola						X				X	X			X		X	4	\$ 30,500.00	6.1	\$ 5,040.00
		Lawn conversion of smaller grass areas							X			X	X			X	X	4	\$ 16,435.00	3.1	\$ 5,335.00	
54	Oak Hills Park	update planter beds along street & near playground. Erosion control on hillside			X			X				X	X	X		X		4	\$ 26,000.00	7.0	\$ 3,711.00	
55	Riverview Park	Add DX3 controller, replace flower beds		X								X	X			X		3	\$ 38,000.00	7.3	\$ 5,210.00	
56	Small World	Upgrade irrigation to drip, tree removal/replacement, planter bed replacement		X	X	X	X					X	X	X	X	X		5	\$ 175,000.00	Unknown	Unknown	
57	Stoneman trailhead	Irrigation system upgrade, replace BBQ pits, update/replant walkway					X					X	X		X	X		X	5	\$ 12,000.00	Unknown	Unknown
58	Santa Fe Linear Park	Replace flower beds						X	X			X	X			X		X	4	\$ 37,800.00	6.6	\$ 5,720.00
		Exercise equipment replacement								X									\$ 40,000.00	N/A	N/A	
59	Woodland Hills Park	Replace flower beds, add plants and erosion control to the hillside								X		X	X	X		X		4	\$ 27,514.00	4.6	\$ 5,985.00	
60	Village Park at New York Landing	Update planter bed along Los Medanos					X					X	X			X		3	\$ 1,515.00	5.7	\$ 265.00	
		Convert turf to planters along Los Medanos & Pebble Beach @ Cambrian Ln.								X		X	X			X		3	\$ 11,100.00	3.0	\$ 3,710.00	

General Landscape Guidelines

The following guidelines are to be used in conjunction with the City's Specifications. These are additional guidelines and should coincide with specifications already in place.

Plants

- Species in landscape plan must be included on City of Pittsburgh approved plant list and be the correct type of plant if included in site-specific category (median/street, wind, recycled water, etc.) on Master Plant List.
- Planting areas should be 40" or larger, including sidewalk tree pits. Median and right of way areas under 40" should be filled with stamped concrete per city specifications.
- All plantings must be 1, 2, 5- or 15-gallon pots. Each plant should be visibly healthy, with little to no signs of stress and a mature size for its container. Plant size in container should be verified prior to order and delivery.
- Annuals to be planted in flower beds can be 4" or 6" pots.
- Plantings must be located no less than 18" from sidewalk or curb.
- Avoid use of invasive species. Under no circumstances shall any plants listed as invasive by the California Invasive Plant Council's Invasive Plant Inventory be specified (<http://www.cal-ipc.org/paf/>).
- Minimize or eliminate the use of irrigated turf
- Planting projects should be scheduled in Fall or Winter when possible to promote best plant establishment and water needs.
- Irrigation should be adjusted accordingly for new planting and then rechecked once new plant material is established.
- Shrubs planted within 4 feet of structures or parking areas should not exceed 4 feet in height for safety reasons.
- When designing planting areas adjacent to public streets, design consideration should be given to complement the existing planting design within the right-of-way, to maintain design continuity.
- Plant locations and spacing shall permit normal plant development without undue crowding or trimming.
- Group plant materials with similar water requirements into common hydrozones.
- Turf is prohibited in strips, medians, or other similar areas less than 6 feet wide. Additionally, turf is prohibited in irregular shaped areas. Drought tolerant planting beds should be used in these areas.

Trees

- Trees 40' and under must be replaced at 1:1 ratio. Must replace with 15-gallon tree or larger.
- Trees over 40' must be replaced at a 1:2 ratio. Must replace with 15-gallon trees or larger. One replacement tree must have a mature height of tree that was removed and placed in a proper setting for its mature height.
- Trees removed from sidewalk tree pits should be replaced in alternative locations such as parks or right of ways. If irrigation is suitable in the area of removal, drought-tolerant plant material should replace these trees. If the irrigation is not suited and cannot be modified to accommodate plant material, then the tree pit should be covered with permeable or impermeable paving. If using permeable paving, a weed barrier should be placed under the surface.
- Newly planted trees must be staked per city specifications, for a period of at least one year. After one year, the tree should be evaluated for additional use of stakes. If the tree is leaning or shows signs
- Small and medium trees from approved plant list with 'utility friendly' noted in the comments in this document ONLY can be planted under power lines. Check maximum mature height prior to planting under power lines.

Mulch

- Mulch should be natural or light brown color 2.5 inches - 3/8 minus in size. Should be similar in product to Eco Mulch Large Natural mulch (<https://www.ecomulch.org/product/large-natural/>)
- Mulch should be installed in all planting areas with a slope grade of 50% or less.
- Mulch to be installed in planting areas at a depth of 2"-3".

Soil

- Planting area soil must be tested prior to planting. Soil tests must include soil type/texture, soil pH, available levels of Nitrogen, Potassium and Potash, Base saturation of potassium, magnesium, calcium, hydrogen, and sodium, soluble salts, and Cation Exchange Capacity.
- Soil test results and recommendation of soil amendments/remedies must be submitted to the City of Pittsburgh Public Works Department and reviewed by associated Public Works staff prior to planting.
- Soil amendments following remedies as outlined in soil testing reports must be applied in relevant planting areas. Soil amendment must be approved by Public Works Department prior to installation and planting.

Irrigation

- All Irrigation parts need to be Rain Bird brand. Dripline must be Netafim.
- Planting area irrigation should not be overhead spray. All new planting areas must be Netafim drip irrigation or bubblers going to each plant.
- Overhead irrigation is permitted in turf areas only, or when otherwise approved by Public Works. No 12" pop-ups
- Irrigation in turf must use water conservation measures including pressure regulating valves.
- All areas maintained by the City must have Rain Master DX3 Controllers per City Specifications. IF area is already established, a DX2 Controller can be used.
- The irrigation system should be designed to prevent run-off, drainage from low head, over spray, and other similar inefficient conditions where irrigation water flows onto non-targeted areas, such as adjacent properties, paved areas, roadways or structures.
- Irrigation head spacing should be designed to provide one hundred percent (100%) coverage and should not be farther than the maximum design radius for the specified nozzle.
- Trees should be placed on irrigation control valves separate from shrubs and groundcover and be irrigated by a "Root Watering System".

Specific Landscape Guidelines & Plant Palettes

******All aforementioned General Landscape Guidelines apply to specific areas mentioned in following section******

Guidelines for Medians

For approved Median plants, refer to Master Plant List plants marked with Suitable Area "Median"

- Any area of a median less than 40": Irrigation should be capped. Area should be filled with concrete and stamped per city specifications.
- Any overhead irrigation must be converted to drip irrigation
- High traffic medians must have minimal, low maintenance plant material. Median appropriate trees should be majority (more than 50% at maturity) of plants in high traffic medians.
- Weed barriers must be installed in all renovated medians
- Only plants & trees approved for medians on approved plant list can be planted in medians, except with approval from Public Works Staff.
- Use only trees & plants on approved plant list with Median as suitable area.
- Plants with a mature spread larger than the median size are prohibited. Only plants with mature spread/width equaling the total width of the median minus 36" can be planted.

Sample Plant Palette for Median



Guidelines for High Wind Areas (San Marco / W Leland)

For approved Wind Area plants, refer to Master Plant List plants marked with Suitable Area "Wind"

- Use only trees & plants on approved plant list with Windy as suitable area.
- A minimum of 2-3 stakes with rubber ties must be used on trees. Stakes need to be placed against the prevailing wind and parallel with one another. Use metal stakes when possible and feasible.
 - After one growing season, check the tree for stability.
 - If the tree's root system still moves in the soil when the stem is moved or if the stem still bends excessively, loosely reattach the connections to the stakes. Leave the stakes or anchors on for one more season.
- For wind thrown trees, an attempt should be made to straighten them if they are in good health and relatively small (up to 15-20 feet in height). Trees that are diseased, infested with insect pests or otherwise stressed do not have a good survival rate and should be removed and replaced.
- Drip irrigation ONLY to be used in all areas without lawn.
- No lawn should be installed in any high wind area
- Larger, heavier mulch or a mulch alternative should be used in high wind areas.

Sample Plant Palette for High Wind Areas



Guidelines for Parks / Linear Parks

For approved Park plants, refer to Master Plant List plants marked with Suitable Area "Park"

- Trees should be located near seating or gathering areas to provide shade. Spacing shall allow trees to grow to full mature height and spread.
- Trees must be planted at least 4 feet from curb, sidewalk, or structure.
- Trees planted in turf areas shall have a minimum of twelve horizontal feet between trees and other vertical objects.
- Shrubs must be planted at least 18" from curb, sidewalk or structure.
- Shrubs near parking lots and structures cannot exceed 4' in height.
- Naturally occurring landscape features including tree groves, dry streambeds, rock features, and earth forms are desirable design elements in new park designs and enhance the natural character of the site. These features should be protected if they are existing.

Sample Plant Palette for Large Park Areas



Guidelines for Slopes

For approved Slope plants, refer to Master Plant List plants marked with Suitable Area "Slope"

- Use only trees & plants on approved plant list with Windy as suitable area.
- Mulch, loose gravel, and other loose types of mulch are only to be used on slopes less than 50% (26.6 degrees, 2:1). Any slope above 50% grade does not require mulch. Slope stabilization measures should be evaluated and considered for slopes 50% grade or greater
- Erosion potential shall be mitigated through erosion control planting/slope revegetation.
- Irrigation shall be designed to apply optimum water to slope plants without causing erosion. Bubblers and drip emitters are only permitted
- Plant materials used on slopes shall be those species that are known to have low water requirements and rooting systems of various depths that will minimize erosion and soil slippage and should only be those listed on the Slope approved plant list.
 - Plant material should consist of groundcover (60% coverage or greater at maturity), trees, and shrubs suitable for slopes and slope stabilization.
 - Ground cover other than turf shall be used on all slopes exceeding 10 percent.
 - Varied species and irregular plant spacing should achieve a natural appearance on disturbed or graded slopes
- Turf is prohibited on slopes greater than 25% grade (4:1 slope)
- Areas with slopes steeper than 3:1 must be planted with ground cover or constructed with materials specifically designed to control erosion.
- Slopes steeper than 2:1 are not acceptable. Terracing may be an appropriate solution for sites with large grade differentials, as long as access for lawn mowers and other maintenance equipment is provided.
- Slopes between 33% - 50% should be evaluated for use of erosion control blanket, jute netting or other erosion control mats to hold slope in place.

Sample Plant Palette for Slopes



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Calendar View of Current Labor Force Park / Facility Rotation

Permanent																															Seasonal			Green			
January 2020				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
8TH ST GREEN BELT				We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa		
AMERICANA																																					
February 2020							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29		
AMERICANA							Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa		
BUCHANAN																																					
CAL SEASONS																																					
March 2020		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
CENTRAL HARBOR		Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu					
CENTRAL PARK																																					
April 2020				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				
CITY PARK				We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th				
DEANZA PARK																																					
Heritage																																					
Hillsdale																																					
COLUMBIA LINEAR PARK																																					
Highlands Ranch Park																																					
May 2020						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Hillsdale, John Henry Johnson						Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	
Marina Walk																																					
Mariner Park																																					
Oak Hills Park																																					
June 2020			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					
Riverview			Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu					
Small World																																					
Oak Hills Park																																					
Storeman Trialhead																																					
Santa Fe Linear Park																																					
July 2020				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Small World				We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa		
Woodland Hills																																					
Village Park at NY Landing																																					
Basin 3																																					
Library																																					
City Hall																																					
Buckley																																					
Giacomelli																																					
Lasater																																					
BART																																					
August 2020							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
City Hall							Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	
EC																																					
Senior Ctr																																					
Corp Yard																																					
BART																																					
Sheriff Academy																																					
Memorial																																					
3rd St.																																					
York Marina																																					
3rd - 10th - RR																																					
September 2020				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30				
Corp Yard				Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
Liberty Hotel																																					
5th & Railroad																																					
Munoz Plaza																																					
8TH ST GREEN BELT																																					
AMERICANA																																					
BUCHANAN																																					
CAL SEASONS																																					
October 2020						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
8TH ST. GREEN BELT						Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
CAL SEASONS																																					
Central harbor																																					
Central Park																																					
November 2020		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
Central Park		Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo						
City Park																																					
Deanza Park																																					
Heritage Park																																					
December 2020				1	2																																

City of Pittsburgh Master Plant List

Botanical Name	Common Name	Picture	Plant Type								Mature Size		Evergreen	Flowering Season				Flower Color	Fruit type	Tolerates Full Sun	Shade	Water Needs (WUCOLS IV)	Tolerates Clay Soil / slow draining	Drought Tolerant	Cal Native	Suitable Areas								Maintenance	Comments
			Tree	Shrub	Perennial	Biennial	Herb	Grass	Ground Cover	Spring				Summer	Fall	Winter	Med									Highway	Right of Way	Park	Slope	Wind	Revised				
			T	S	P	Sc	V	G	GC	H	W																								
Abelia Grandiflora 'Edward Goucher'	Edward Goucher Abelia			X						4-6'	4-6'	Y	X	X	X	Pink		Y	Partial	Moderate/Medium	No		N	N	X		X	X				Prune as needed in late winter to early spring. May need hard pruning every 3-4 years			
Acacia anura	Mulga		X							15-20'	15-20'	Y	X			Yellow	Large pod in fall/winter/or summer	Y	Partial	Low	Yes	Y	N	X		X			X	X		Dry fruit litter in fall, winter or summer	Utility friendly,		
Acacia baileyana	Bailey Acacia		X							20-30'	20-40'	Y	X		X	Yellow	Large pod in fall/winter/or summer	Y	Partial	Low	Yes	Y	N	X		X		X	X	X		may require regularly scheduled light top-trimming (but not necessarily shearing) of vigorous top shoots to maintain its height below 25'	Drought tolerant		
Acacia decurrens	Green Wattle		X							15-50'	10-25'	Y	X		X	Yellow	Very large pod in spring/summer/ or fall	Y	Partial	Low	Yes							X	X				Susceptible to Invasive Shot Hole Borer and Beetle Borers, Armillaria and Root Rot.		
Acacia farnesiana	Sweet Acacia		X							15-25'	15-25'	N	X		X	Yellow	Large pod winter/ summer	Y	Partial	Very Low	No									X			Utility friendly, drought tolerant		
Acacia redolens	Spreading Acacia							X	1-3'	3-12'	Y	X			Yellow		Y	Partial	Very Low	Yes	Y	N	X		X	X	X	X	X			Low maintenance - cut back as needed			
Acacia salicina	Willow Acacia		X							20-40'	15'	Y	X		X	Cream, Yellow	Very large pod in winter or spring	Y	Partial	Low	Yes	Y	N	X	X	X	X		X				Drought tolerant		
Achillea millefolium	Yarrow			X					2'	2'	Y		X	X	Multiple	N	Y	Partial	Low	Y	Y	Y	X	X	X	X	X	X			Deadhead after blooms in late fall	Deer and rabbit tolerant			
Aesculus californica	California Buckeye		X							10-25'	20-30'	N	X			White	Large capsule in summer	Y	Partial	Very Low	Yes	Y	Y	X	X	X	X	X		X			Utility friendly; Susceptible to pests/diseases		
Agonis flexuosa	Australian Willow Myrtle		X							25-35'	15-30'	Y	X	X		White	Small capsule in fall	Y	Partial	Low	Yes		N	X	X	X	X	X							
Ajuga reptans	Carpet Bugle			X						4-8"	6"-2"	Y	X			Purple		N	Y	Moderate/Medium	Y	N	N	X	X	X	X	X							

Note: need to water trees to become drought tolerant - water infrequently for LONG periods of time. This also makes street trees not invade into streets - causes roots to grow deep

City of Pittsburgh Master Plant List

Botanical Name	Common Name	Picture	Plant Type							Mature Size	Evergreen	Flowering Season				Flower Color	Fruit type	Tolerates Full Sun	Shade	Water Needs (WUCOLS IV)	Tolerates Clay Soil / slow draining	Drought Tolerant	Cal Native	Suitable Areas								Maintenance	Comments
			Tree	Shrub	Perennial	Succulent	Vine	Dist. Grass	Stem Cover			Spring	Summer	Fall	Winter									Medium/Street	Shade	Height of Way	Park	Slope	Wind	Recycled Water			
Anigozanthos spp.	Kangaroo Paw		X	X						1-6'	1-3'	Y	X	X	X	Multiple	N		Y		Low		Y	N	X		X	X			Low		
Arbutus 'Marina'	Marina Madrone		X							40-50'	40'	Y	X	X	X	Pink	Small Wet Fruit	Y	No	Low	Yes	Y	N	X		X	X	X	X			Resistant to many pests and diseases	
Arbutus unedo Oktoberfest	Dwarf Strawberry Tree		X							6-8'	6-8'	Y		X	X	Pink	Small Wet Fruit	Y	Partial	Low	Y	Y	N			X	X	X	X				
Arctostaphylos edmundsii	Carmel Sur Manzanita							X	1'	12"	Y	X		X	Pink/White		Y	Partial	Low	Yes	Y	Y				X	X	X	X	X			
Arctostaphylos 'John Dourley'	Low-growing Manzanita		X						3-4'	5-6'	Y	X		X	Pink/White		Y	Partial	Low	Yes	Y	Y	X	X	X	X	X	X	X		Carefully thin or "skirt up" manzanitas to expose beautiful branches in November, after risk of sunburn from long summer days has passed		
Arctostaphylos 'Sunset'	Sunset Manzanita		X						5-8'	5-8'	Y	X		X	Pink/White		Y	Partial	Low	Yes	Y	Y				X	X	X	X	X		Carefully thin or "skirt up" manzanitas to expose beautiful branches in November, after risk of sunburn from long summer days has passed	
Aristida purpurea	Purple Three Awn						X		2-3'	1-2'	Y		X		Purple		Y	Partial	Low	Y	Y	Y	X			X	X	X	X	Trim a bit if dried seed heads look bad. Dried seed stalks can also be pulled without trimming. Wear gloves because dried seed heads can be sharp.	Drought deciduous		
Armeria maritima	Common thrift		X						6-8"	10-12"	Y	X	X		Pink		Y	Partial	Moderate/medium	Yes	Y	Y	X			X	X	X	X		Deadhead to extend bloom time	Prefers well-draining soil	
Artemisia 'Powis Castle'	Powis Castle sagebrush		X						2-3'	3-6'	Y	X	X	X	White foliage		Y	Partial	Low	No	Y	N	X			X	X	X	X		Prune plants before new growth starts in spring and leave 12-18". Never prune stems to ground		
Astilbe spp	False Spirea			X	X				1-3'	1-2'	N		X		Multiple		N	Full	Moderate/Medium	Some Species	N	N	X	X	X	X				Deadheading not required. Divide in Spring every 4 years	Color, sun tolerance depend on specific variety		
Aucuba japonica	Spotted Laurel		X						6-10"	5-9'	Y	X	X	X	Yellow foliage		N	Full	Moderate/Medium	No	N	N				X	X	X			Prune to control height or form by cutting back to a leaf joint		
Baccharis pilularis	Dwarf Coyote Bush		Y						3-12"	6-12"	Y				Insignificant		Y	Partial													Cut back as needed in mid-winter		

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Botanical Name	Common Name	Picture	Plant Type						Mature Size	Evergreen	Flowering Season				Flower Color	Fruit type	Tolerates Full Sun	Shade	Water Needs (WUCOLS IV)	Tolerates Clay Soil / slow draining	Drought Tolerant	Cal Native	Suitable Areas								Maintenance	Comments	
			Tree	Shrub	Perennial	Succulent	Vine	Orn. Grass			Ground Cover	Spring	Summer	Fall									Winter	Medial/ Street	Shade	Right of Way	Park	Slope	Wind	Recycled Water			
Baccharis pilularis 'Twin Peaks' or other GC	Dwarf Coyote Bush							X	8-24"	6'	Y																				Cut back as needed in mid-winter		
Berberis Thunbergii f. atropurpurea	Japanese Barberry		X						4-5'	3-4'	N	X	X	X	X	Purple foliage		Y	Partial	Moderate/Medium	Yes	Y	N	X	X	X	X	X					
Bergenia cordifolia 'Winter Glow'	Winter Glow Bergenia			X				X	1-3'	1-3'	Y	X				Pink		N	Full	Moderate/Medium	Y	N	N	X	X	X	X				Remove dead branches, prune after last spring frost		
Bougainvillea cvs.	Bougainvillea		X																														
Buxus microphylla	Boxwood		X		X				25-40'	5-30'	Y	X	X	X	X	Multiple		Y	Partial	Low	No	Y	N	X		X	X	X	X				
			X						3-6'	3-6'	Y					None		Y	Full	Moderate/Medium	Y	Y	N	X	X	X	X	X					
Caesalpinia gilliesii	Desert Bird of Paradise		X	X					10'	8'	Y	X				Yellow/Red		Y	Partial	Low	No	Y	N	X		X	X				DONT HARD PRUNE. Drag hard rake through clumps to remove old thatch or divide by replanting new plants in winter/early spring	Prefers well-draining soil	
Caesalpinia pulcherrima	Peacock Flower		X	X					10-20'	6-12'	Y	X				Orange, Yellow		Y	No	Moderate/medium	No	Y	N	X		X	X				Remove spent flowers	Good for rocky areas	
Calamagrostis foliosa	Mendocino Reedgrass						X		1-2'	1-2'	Y	X	X			Wheat		Y	Partial	Moderate/medium	Y	Y	Y	X		X	X	X	X			Drought tolerant, susceptible to Chlorosis	
Calandrinia grandiflora 'Jazz Time'	Rock Purslane			X					1'	2-3'	Y	X	X	X		Pink/Purple		Y	Partial	Low	No	Y	N	X		X	X	X	X			Utility friendly	
Callistemon citrinus	Lemon Bottlebrush		X						20-25'	25'	Y	X	X			Red	Small capsule in fall	Y	Partial	Low	Yes	Y	N		X	X	X	X			Any main annual pruning is best before spring growth begins		
Callistemon viminalis	Weeping bottle brush		X	X					15-20'	15-20'	Y	X	X			Red	Small Dry Fruit	Y	Partial	Low	Y	Y	N	X		X	X	X	X				

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			Tree	Shrub	Perennial	Succulent	Vine	2nd. Grass			Ground Cover	Spring	Summer	Fall									Winter	Median/ Street	Shade	Right of Way	Park	Slope	Wind	Recycled Water		
Callistemon viminalis 'Little John'	Dwarf Bottle Brush		X	X					3'-4"	3'-4"	Y	X	X	X	X	Red		Y	Partial	Low	Y	Y	N	X		X	X	X	X		Will burn in too much sun, but not flower much in too much shade - plant under deciduous trees or north side	
Camellia	Camellia				X	X			6-12"	6-12"	Y	X		X	Multiple		N	Full	Moderate/Medium	No	N	N			X	X	X				Other varieties ok - check size of plants for proper place	
Campsis radicans	Trumpet Vine					X			20-40'	5-10'	N		X		Yellow, Orange, Red		Y	Partial	Low	Yes	Y	N	X		X	X		X		Remove any stems with solid green leaves that periodically develop	Variegated foliage; prefers well-draining soil	
Carpenteria californica	Bush anemone		X						4-6'	4-6'	Y	X	X		White		Y	Full	Moderate/medium	Yes	Y	Y			X	X	X					
Ceanothus 'Concha'	California Lilac		X						6-7'	6-8'	Y	X	X		Blue/purple		Y	Partial	Low	Y	Y	Y				X	X	X	X			
Ceanothus griseus horizontalis 'Diamond Heights'	Diamond Heights Ceanothus							X	1'	4-6'	Y	X			Blue/purple		Y	Partial	Low	Y	Y	Y						X		Low		
Cedrus deodara	Deodar Cedar		X						40-60'	20-30'	Y				Inconspicuous	Cones in spring	Y	Partial	Low	Yes	Y	N			X	X	X	X				
Celtis australis	European Hackberry		X						40-70'	40-50'	N				Inconspicuous	Small fruit in Summer and Fall	Y	Y	Low	Yes	Y	N										
Celtis occidentalis	Common Hackberry		X						45-80'	40-50'	N				Inconspicuous	Small Dry Fruit	Y	Full	Low	Yes	Y	N	X	X	X	X	X			Low	Utility friendly	

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			Tree	Shrub	Perennial	Succulent	Vine	Edible Grass			Ground Cover	Spring	Summer	Fall									Winter	Medium/ Street	Shade	Right of Way	Park	Slope	Wind		
Celtis sinensis	Chinese Hackberry		X						40-65'	40-60'		X			Inconspicuous	Very small fruit	Y	Full	Low	Yes	Y	N		X	X	X					
Cercis canadensis	Eastern Redbud		X						25-35'	25-35'	N	X			Pink	Large dry fruit in summer	Y	Partial	Moderate/medium	Yes		N	X		X	X				If many leaf tips or leaves are browning or dying back, the entire plant can be reinvigorated by cutting it almost all the way to the ground	
Cercis occidentalis	Western Redbud		X						10-20'	10-20'	N	X			Purple	Large Pod in Summer/Fall	Y	Partial	Very Low	Yes	Y	Y	X		X	X	X	X		Needs regular pruning	Susceptible to Anthracnose, Armillaria, Phytophthora, Root Rot and Verticillium.
Chitalpa tashkentensis	Chitalpa		X						25-35'	30'	N	X	X		Pink	Very large pod in Fall	Y	Partial	Low	No	Y	N			X	X				DO NOT hard prune	
Choisya ternata	Mexican orange																														
Chondropetalum tectorum	Small cape rush						X		2-3'	3-4'	Y	X			White		Y	Partial	Low	Yes	N	N	X	X	X	X	X		Cut back hard in late winter/early spring.		
Cinnamomum camphora	Camphor Tree		X						50-65'	50-65'	Y				Inconspicuous	Small dry fruit	Y	Partial	Moderate/medium	Yes	N	N		X	X	X				Good for bioswale; Resistant to Armillaria. Susceptible to Invasive Shot Hole Borer, Root Rot and Verticillium.	
Cistus purpureus	Orchid Rockrose		X						4'	4'	Y	X	X		Pink		Y	Partial	Low	Yes	Y	N			X	X	X				
Coleonema pulchellum - Sunset Gold	Breath of Heaven		Y						1-3'	3-6'	Y	Y		Y	Pink, Yellow foliage		Y	Partial	Moderate/medium	Yes	Y		Y		Y	Y	Y	Y		Prune immediately after flowering	

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			Tree	Shrub	Perennial	Succulent	Vine	Edm. Grass			Ground Cover	Spring	Summer	Fall									Winter	Medium/ Street	Shade	Height of Way	Park	Slope	Wind	Recycled Water		
Coprosma repens & cvs.	Mirror plant		X						1-3'	1-3'	Y				Foliage colorful		Y	Partial	Moderate/medium	N	Y	N	X		X	X	X	X				
Coprosma x kirkii	Creeping Coprosma		X					X	1-2'	4-6'	Y				Inconspicuous	Round white berries	Y	Partial	Low	Y	Y	N	X		X	X	X	X		Low - cut back in fall / winter		
Cotinus coggygria	Smokebush		X						12-15'	12-15'	N	X			Purple		Y	No	Low	Yes	Y	N			X	X	X			Cut back in fall to 2"	Prefers well-draining soil	
Crataegus phaenopyrum	Washington Hawthorn		X						20-35'	20-25'	N	X	X		White	Small red fruit in Fall/Winter	Y	No	Moderate/medium	Yes	N	N	X		X	X			may require regularly scheduled light top-trimming (but not necessarily shearing) of vigorous top shoots to maintain its height below 25'.	Susceptible to bugs, mildew. Resistant to fire blight and verticillium.		
Cupaniopsis anacardioides	Carrot Wood		X						40'	30'	Y		X		White	Small Dry Fruit	Y	Partial	Moderate/medium	Yes	N	N			X	X			Older plants that look like they need refreshing can be cut back hard into older wood in November			
Daphne odora	Winter daphne		X	X					3-6'	3-4'	Y	X			Pink with variegated foliage		N	Yes	Low	No	Y	N	X	X	X	X			Remove dead branches after flowering	Poisonous if ingested		
Dodonea viscosa 'purpurea'	Purple Hopseed Bush		X	X					10-15'	8-12'	Y				Insignificant		Y	Partial	Low	Y	Y	N	X	X	X	X	X		Prune in winter to keep shape			
Echium candicans	Pride of Madeira		X						5-6'	6-10'	Y	X			Purple		Y	No	Low	Yes	Y	N			X	X	X					
Epilobium canum	California Fuchsia		X	X					1.5'	2-3'	N	X	X		Red	N	Y	Partial	Low	Yes	Y	Y	X						Utility friendly			
Erigeron glaucus	Seaside Daisy		X						10-12"	2'	Y	X	X		Purple		Y	Partial	Low	No	Y	Y	X		X	X	X	X				
Erigonum grande 'rubescens'	Red buckwheat		X						2-3'	2-3'	Y	X	X	X	Red/Pink		Y	No	Low	Y	Y	Y	X		X	X	X		Try to avoid pruning older plants much and do not cut into old wood. WEAR Protection	Allergy		

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			Tree	Shrub	Perennial	Succulent	Vine	Orn. Grass			Ground Cover	Spring	Summer	Fall									Winter	Medium/ Street	Shade	Partial Way	Park	Slope	Wind			Recycled Water
Erysimum 'Bowles Mauve'	Wallflower				X				2-3'	18-20"	Y	X	X	X	Purple		Y	N		N	Y	N	X			X	X	X	X		Deadhead spent flowers	
Euonymus fortunei	Wintercreeper				X				1-2'	3-4"	Y				Yellow foliage		Y	Full	Low	Yes	Y	N	X	X	X	X	X					
Euonymus fortunei 'Coloratus'	Purple Wintercreeper						X	12-15"	2-3'		Y					Y	Y		Moderate/medium	Y		N	X	X	X	X	X	X		Remove spent blooms. When all flowers on scape are finished, cut off scape close to ground level. Remove dead foliage		
Euonymus fortunei 'Gold Splash' or similar variety	Golden Euonymus			X				3-6'	1-3', 3-6"		Y	X	X	X	Yellow foliage		Y	Y		Moderate/medium	Y		N	X	X	X	X			Prune as needed	All parts may cause severe discomfort if ingested	
Euphorbia amygdaloides	Wood Spurge			X															Moderate/Medium													
Euphorbia rigida	Silver spurge			X	X			2-3'	3-4"	Y	X				Yellow		Y	Partial	Low	Y	Y	N	X		X	X	X	X		Prune by heading back as much of the new-ish growth as desired and shape to encourage long-term nice form and branching pattern in May		
Euryops Pectinatus 'Viridis'	Shrub Daisy			X				3-6'	3-6"	Y	X	X	X	X	Yellow		Y	Partial	Moderate/Medium	Y	Y	N	X		X	X	X			Divide every few years, remove spent blooms		
Ficus pumila (repens)	Creeping Fig					X		10-15'	3-6"	Y					N/A		Y	Partial	Moderate/Medium	Yes	N	N	X		X	X	X					
Fremontodendron californicum	California glory flannel bush			X				15-20'	15-20"	Y	X				Yellow		Y	No	Very low	No	Y	X			X	X	X			Prune weak branches		
Gazania spp	Treasure Flower				Y			8-10"	8-10"	X	X	Y	X		Orange, Yellow		X	No	Moderate/medium	Yes	X	N	X		X	X	X					

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			Tree	Shrub	Perennial	Biennial	None	Orn. Grass			Ground Cover	Spring	Summer	Fall									Winter	Medial/ Street	Shade	Right of Way	Park	Slope			Wind
Geijera Parviflora	Australian Willow		X						25-35'	20'	Y	X	X		White	Small Dry Fruit	Y	Partial	Moderate/medium	Yes	Y	N	X		X	X	X			Utility friendly - most species	
Gleditsia triacanthos	Honey Locust		X						35-70'	25-35'	N	X	X		Inconspicuous	Very Large	Y	Y	Low	N	Y	N		X	X					*Saratoga variety can be used in medians	
Grevillea Noellii	Noel's Grevillea		X						3-4'	4-5'	Y	X	X		Pink		Y	Partial	Low	Y	Y	N	X		X	X	X			Trim leafy part of stems in late summer/fall	
Hakea suaveolens	Sweet Hakea		X						10-20'	10-20'	Y	X	X		White		Y	Partial	Low	Y	Y	N		X	X	X				Trim leafy part of stems in late summer/fall	
Hemerocallis spp.	Daylily			X					1-3'	1-3'	Y	X	X	X	Multiple		Y	Partial	Moderate/medium	Y	Y	N	X	X	X	X	X			Deadhead flowers, cut back in late winter	Can plant on clay slope
Heteromeles arbutifolia	Toyon		X	X					15-25'	10-20'	Y		X		White	Small Dry Fruit	Y	Partial	Low	Y	Y	Y		X	X	X	X				Can plant on clay soil slope
Heuchera cultivars	Coral bells, Alum root			X					12-15"	12-15"	Y	X	X	X	Red/Pink		N	Full	Moderate/medium	Yes	N	Y	X	X	X	X	X				
Hibiscus rosa-sinensis	Tropical Hibiscus		Y						8-10'	4-6'	Y	X	X	X	Multiple		Y	Partial	Moderate/medium	Some varieties	Y	N			Y	Y				Prune out 1/3 of old wood plus cut back stems by 1/2 in early spring to keep plant healthy and compact.	

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			Tree	Shrub	Perennial	Succulent	Vine	2m+ Grass			Ground Cover	Spring	Summer	Fall									Winter	Medium/ Shrub	Shade	Right of Way	Park	Slope	Wind	Recycled Water		
Hibiscus syriacus	Common Hibiscus Rose of Sharon		X						8-12'	6-10'		X	X		Multiple		Y	Partial	Low	Yes	Yes	N			X	X			Prune to shape in spring. Pruning back to 2-3 buds in late winter may produce bigger blooms.			
Jacaranda mimosifolia	Jacaranda		X						10-50'	15-30'	N	X	X		Purple	Med. Dry fruit	Y	No	Moderate/medium	No	Y	N			X	X			Variegated foliage;			
Koelreuteria bipinnata	Chinese Flame Tree		X						20-40'	15-30'	N	X	X		Yellow	Large Dry Fruit	Y	Partial	Moderate/medium	Yes	Y	N		X	X	X						
Koelreuteria elegans subsp. formosana	Henry flame tree / Golden Rain Tree		X						20-30'	20-30'	N	X			Yellow	Large Dry Fruit	Y	Partial	Moderate/medium	Yes	Y	N		X	X	X			Little pruning required except removal of unsightly shoots and deadheading			
Lagerstroemia spp.	Crape Myrtle		X						25'	25'	N	X			Multiple	Small Dry Fruit	Y	Partial	Low	Yes	Y	N	X		X	X	X					
Lantana camara	Lantana		X					X	4-6'	6-8'	Semi	X	X	X	Multiple		Y	Partial	Low	Yes					X	X	X	X		Prune to cut back lightly as a hedge almost any time of the year. Foliage and branches may be damaged by frost, but plants will almost always rebound once the weather warms up in spring.	May be dormant in winter or drought. Lantanas naturally want to become very wide plants. For lantana to remain a low maintenance plant, they must be planted where they have space to become their full size or must be planned as a hedge by design	
Laurus nobilis	Sweet Bay		X						15-40'	15-30'	Y	X			White/Yellow	Small Dry Fruit	Y	Partial	Low	Yes	Y	N	X	X	X	X	X		Dead head after blooms fade and lightly prune to clean up form. Do not cut into old wood, it will not regrow	Good for rocky areas		
Lavandula angustifolia	English Lavender		X	X					2-3'	3'	Y	X	X	X	Lavender/ purple		Y	Partial	Low	No	Y	N	X		X	X	X	X				

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			Tree	Shrub	Perennial	Succulent	Vine	Orn. Grass	Ground Cover	Spring		Summer	Fall	Winter	Median/ Street									Shade	Light of Way	Park	Side of Road	Wind	Recycled Water			
Lavandula stoechas	Spanish Lavender		X	X					2-3'	3'	Y	X	X	X	Purple		Y	No	Low	No	Y	N	X			X	X	X	X			
Leonotis leonurus	Lion's Mane or Tail		X	X					4-6'	4-6'	Y	X	X		Orange		Y	No	Low	No	Y	N	X			X	X	X		Cut back after blooming, but do not cut into old wood below the lowest sets of leaves, or the plant will most likely not grow back		
Ligustrum Japonicum	Waxleaf Privet		X						8-10'	4-6'	Y	X	X		White		Y	Partial	Moderate/Medium	No	Y	N				X	X	X				
Liriodendron tulipifera	Tulip Tree		X						60-80'	40'	N	X	X		Green, Orange or Yellow	Large Dry fruit in fall	Y	Partial	Moderate/medium	Yes	N	N			X	X				Cut back in winter or spring		
Liriope muscari 'Silvery Sunproof'	Variegated Lily Turf		X	X					1-2'	1-2'	Y	X			Purple		Y	Full	Moderate/medium	Yes	Y	N	X	X	X	X	X		Prune as needed	Compact varieties only for medians, unless larger than 5'. Also use compact for high crime areas		
Lonicera japonica	Honeysuckle		X		X				25-40'	25-40'	Semi	X	X	X	White, Yellow		Y	Partial	Moderate/Medium	Yes	Y	N	X	X	X	X	X	X	Shear plants to remove spent flowers and stimulate another round of blooming. Plants can be trimmed lightly or cut back by as much as half to promote a more compact habit.			
Lophostemon confertus	Brisbane Box		X						30-50'	10-30'	Y	X			White	Small Dry Fruit	Y	Partial	Moderate/medium	Yes	Y	N	X	X	X	X	X		Prune lightly as needed, or hard prune once in a while	Utility friendly; poisonous if ingested		
Loropetaum chinense	Fringe flower		X						6-8'	6-8'	Y	X	X		Purple/Pink		Y	Partial	Low	No	N	N	X	X	X	X			Can use as small tree			
Lupinus albitrions	Silver bush lupine		X	X					3-5'	4-6'	Y	X			Purple/Blue		Y	Partial	Very Low	No	Y	Y	X		X	X	X		Cut back old foliage to the ground in late winter	Dwarf and full grown varieties - use proper cultivar based on size		
Melaleuca nesophila	Pink melaleuca		X	X					15-30'	15-30'	Y	X	X	X	Multiple	Small Dry Fruit	Y	Partial	Low	Yes	Y	N	X		X	X	X	X	Cut back old foliage to the ground in late winter	Dwarf and full grown varieties - use proper cultivar based on size		

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			Tree	Shrub	Perennial	Biennial	Woody	2nd. Grass				Ground Cover	Spring	Summer	Fall									Winter	Medium/ Street	Shade	High of Way	Park	Slope	Wind	Recycled Water		
Mimulus aurantiacus	Sticky Monkey Flower			X					2-4'	2-3'	Y	X	X		Yellow		Y	Partial	Very Low	Yes	Y	Y	X	X	X	X			Remove dead or damaged leaves in spring; Hard prune in winter to control size				
Miscanthus sinensis and cvs	Maiden Grass						X		Varies	Varies	N	X	X	X	Pink, White		Y	Partial	Moderate/medium	Yes	N	N	X		X	X	X	X					
Morella californica	Pacific wax myrtle		X	X					10-30'	10-30'	Y				Inconspicuous	Small Dry Fruit	Y	Partial	Moderate/medium	Yes	Y	Y	X		X	X	X			Needs good drainage. Can grow up to 60' but typically does not			
Muhlenbergia capillaris	Muhly Grass						X		3'	6'	Y		X		Pink/White		Y	Partial	Low	Y	Y	N	X		X	X	X			Prune in winter to keep shape			
Myoporum parvifolium	Creeping myoporum						X		6-8"	12-15"	Y	X	X	X	White		Y	Partial	Low	Y		N	X		X	X	X			Prune in winter to keep shape			
Nandina domestica	Heavenly Bamboo		X						6-8'	3-4'	Y	X	X		White		Y	Full	Low	Yes	Y	N	X	X	X	X	X			Fire resistant; more susceptible to pests and diseases			
Nepeta 'Walker's Low'	Catmint		X						1-2'	3'	Y	X	X		Purple		X	Partial	Low		Y	N	X	X	X	X	X						
Nerium Oleander	Oleander		X	X					10-20'	10-15'	Y	X	X	X	Multiple	Medium Dry Fruit	Y	Partial	Low	Y	Y	N			X	X	X	X					
Olea europaea	Olive		X						25-30'	20-30'	Y	X			White	Use fruitless varieties	X	Partial	Very Low		Y	N	X		X	X	X						
Osmanthus Fragrans	Sweet Olive		X						10'	6-8'	Y	X	X		White	Small Dry Fruit	Y	Partial	Moderate/Medium	Y	Y	N			X	X				Fire resistant; more susceptible to pests and diseases			

Note: need to water trees to become drought tolerant - water infrequently for LONG periods of time. This also makes street trees not invade into streets - causes roots to grow deep

City of Pittsburgh Master Plant List

Botanical Name	Common Name	Picture	Plant Type						Mature Size	Evergreen	Flowering Season				Flower Color	Fruit type	Tolerates Full Sun	Shade	Water Needs (WUCOLS IV)	Tolerates Clay Soil / slow draining	Drought Tolerant	Cal Native	Suitable Areas								Maintenance	Comments	
			Tree	Shrub	Perennial	Succulent	Herb	Grass			Ground Cover	Spring	Summer	Fall									Winter	Medium/ Street	Shade	Light of Way	Park	Slope	Wooded	Recessed Road			Water
Pachysandra terminalis	Japanese Spurge								X	6-12"	12-18"	Y	X		White		N	Y	Moderate/medium	Y		Y	N	X	X	X	X	X			Light prune in fall, more extensive pruning in Spring	Can survive under Oaks	
Parkinsonia aculeata	Jerusalem Thorn / Mexican Palo Verde		X							15-20'	20-25'	N	X	X	Yellow	Very large fruit pods in fall	Y	Partial	Very Low		Y		Y	X		X	X				Prune in winter to keep shape	Yellow flowers can be messy	
Pennisetum alopecuroides	Fountain Grass & Dwarf Fountain Grass							X		18"- 3'	18"-3'	N	X		Pink/White		Y	Partial	Low	No		Y	N	X		X	X	X	X				
Pennisetum orientale	Oriental Fountain Grass							X		24"	30"	N	X	X	Pink/White		Y	Partial	Moderate/medium	No		Y	N	X		X	X	X	X			Prune down in mid-winter once plant looks like it needs it.	
Pennisetum setaceum	Red/Purple Fountain Grass							X		1-4'	1-4'	N	X	X	Red/Purple/ White		Y	No	Low	No		Y	N	X		X	X	X	X			Older plants that look like they need refreshing can be cut back hard into older wood in November	Needs a little sun; susceptible to powdery mildew in full shade
Penstemon spectabilis	Showy Penstemon			X						2-4'	3-4'	Y	X		X	Blue, Pink, Purple		Y	Partial	Low	Yes	Yes	Yes	X		X	X	X	X			Remove dead flower stalks after flowering in late Spring or Summer (1). Consider leaving some stocks on established plants to develop seed for wildlife food and for "volunteers" to develop in the landscape (5)	
Phoenix canariensis	Canary Island Date Palm		X							50-60'	40'	Y	X		Yellow	Medium (0.50 - 1.50 inches), fruiting in Fall.	Y	Partial	Low	No		Y	N			X	X		X	X			
Phormium tenax	New Zealand Flax		X	X						1-12"	1-3'	Y	X	X	Multiple		Y	Partial	Low	No		Y	N	X		X	X	X	X				
Photinia Fraseri	Red Leaf Photinia		Y	X						10-15'	10-15'	Y	Y		White		Y	Partial	Moderate/Medium	No		Y	N	Y		Y	Y						

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			Tree	Shrub	Perennial	Succulent	Vine	Dim. Grass			Ground Cover	Spring	Summer	Fall									Winter	Medium/ Street	Shade	High of Way	Park	Slope	Wind		
Pistacia chinensis	Chinese Pistache		X						25-35'	25-35'	N				Inconspicuous	Med dry fruit in summer or fall	Y	Partial	Low	Yes	Y	N	X	X	X	X		X		Likes well-drained areas	
Pittosporum tobira 'variegata'	Variegated Tobira		X						3-6'	6-12'	Y	X	X		White		Y	Full	Low	Yes	Y	N	X	X	X	X	X	X	X		Low maintenance
Pittosporum tobira 'wheeleri'	Dwarf Pittosporum		X						2-3'	4-5'	Y	X	X		White		Y	Partial	Low	Yes	Y	N	X		X	X	X	X	X		
Platanus Racemosa	California Sycamore		X						30-80'	20-50'	N				Inconspicuous	Med dry fruit in summer or fall	Y	Partial	Moderate/medium	Yes	N	Y		X	X	X	X	X		Cut back plants hard after flowering to keep a reasonable size	Good for rocky areas
Plumbago capensis	Cape Leadwort		X		X				3-6'	8-10'	Y	X	X	X	Blue/purple		Y	Partial	Low	No						X	X	X			Slow growing tree, susceptible to scales
Podocarpus macrophylla	Yew Pine		X	X					40-50'	20'	Y	X			Inconspicuous	Small	Y	Y		Y	Y	N			X	X	X	X			
Pyracantha coccinea 'Santa Cruz'	Formosa Firethorn		X						3-5'	6-10'	Y	X	X		White		Y	Partial	Low	No	Y	N			X	X	X			Divide in spring	
Pyrus calleryana 'Bradford'	Bradford Pear		X						50'	35'	N	X		X	White	Small	Y	Partial	Moderate/medium	Yes		N	X		X	X					Fairly resistant to fireblight and smog. Generally fruitless. Fraerant flowers.

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			Tree	Shrub	Perennial	Succulent	Vine	20m. Climber				Ground Cover	Spring	Summer	Fall									Winter	Median/ Street	Shade	Right of Way	Park	Slope			Mild
Quercus agrifolia	Coast Live Oak		X						20-70'	20-70'	Y					Inconspicuous	Acorns in Fall/Winter	Y	Partial	Very Low	Yes	Y	Y			X	X	X	X	X		
Quercus lobata	Valley Oak		X						50-70'	50'	N					Inconspicuous	Acorns in Fall/Winter	Y	Partial	Low	No	Y	Y			X	X	X	X	X		
Rhamnus Californica	Coffeeberry		X						8-15'	8-10'	Y	X	X	X		Insignificant - berries provide red color	Small Fruit	Y	Full	Low/Very Low	Y	Y	Y			X	X	X	X		Prune yearly if putting in median	Intermittent flowering
Rhaphiolepis indica	Indian Hawthorne		X						1-3'	3-6'	Y	X		X		Pink	Small Fruit	Y	Full	Low	Y	Y	N	X	X	X	X	X	X	X		Medium maintenance
Robinia x ambigua	Pink flowering locust		X						40-50'	20'	N	X	X			White/Pink	Large fruit in Summer/Fall	Y	Partial	Very Low	Yes	Y	N			X	X	X				Utility friendly; Likes well-drained soil, resistant to Dutch Elm Disease
Rosa	Carpet Rose		X	X					2'	4-5'	Semi	X	X	X		Various		Y	Partial	Moderate/medium	Yes	Y	N			X	X	X	X	X		Cut back by 1/3 when dormant in the winter. Fertilize in February.
Salvia clevelandii	Cleveland Sage, California Blue Sage		X	X					3-5'	5-8'	Y	X	X			Purple		Y	Partial	Low	Some varieties	Y	Y				X	X	X	X		May be deadheaded to extend blooming season. May be pruned in fall to maintain a compact size.
Salvia greggii	Autumn/Texas Sage		X	X					3-6'	3-6'	Y	X	X	X		Multiple		Y	Partial	Low	No	Y	N	X			X	X			Prune in late winter / early spring. Cut back branches to within 3-4 buds. Remove diseased, damaged, or overcrowded branches	
Salvia leucantha	Mexican bush sage		X	X					3-4'	3-6'	Y	X	X	X		Purple		Y	Partial	Low	Yes	Y	N	X			X	X	X		Prune after flowering. Do not over prune	Has thorns on stem

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			Tree	Shrub	Perennial	Succulent	Vine	Orn. Grass				Ground Cover	Spring	Summer	Fall									Winter	Medial/ Street	Shade	Right of Way	Park	Blue	Wood	Residential			Water																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Salvia spathacea	Hummingbird Sage																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													</

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			Tree	Shrub	Perennial	Succulent	Vine	2nd. Grass			Ground Cover	Spring	Summer	Fall									Winter	Median/Street	Shade	Right of Way	Park	Slope	Winds	Recycled		
Trachelospermum jasminoides	Star Jasmine								1-3', 12-25'	3-6'	Y	X	X		White		Y	Full	Moderate/Medium	No	Y	N		X	X	X	X	X				
Tristania laurina	Water Gum		X						20-35'	15-30'	Y	X	X		Yellow	Small Dry Fruit	Y	Partial	Moderate/medium	Yes	N	N		X	X	X	X		X			
Tristania laurina 'Elegant'	Elegant Water Gum		X						20-35'	15-25'	Y	X	X		Yellow	Small Dry Fruit	Y	Partial	Moderate/medium	Yes	N	N		X	X	X	X		X	Trim after flowering		
Tubaghia violacea	Society Garlic			X					1-2'	1'	Y	X	X		Blue/purple		Y	Full	Low	No	Y	N		X	X	X	X	X		Cut back flower stems all the way to the ground after they finish flowering	Must wear protection when pruning. Sap can irritate skin	
Umbellularia californica	California Laurel		X						60-75'	60-75'	Y	X			Yellow	Med dry fruit in summer	Y	Full	Moderate/medium	Y	Y	Y			X	X	X	X	X			
Viburnum Tinus	Laurustinus		X						8'	6'	Y	X		X	Pink, White	Small Fruit	Y	Partial	Moderate/Medium	Y	Y	N			X	X	X					
Washingtonia filifera	California Fan Palm		X						50-70'	10-20'	Y	X			Inconspicuous	Black Drupe, Small (0.25 - 0.50 inches)	Y	Partial	Low	N	Y	Y	X		X	X	X	X				
Westringia Rosmariniformis	Coast Rosemary		X						3-6'	5-10'	Y	X		X	White		Y	No	Low	Y	Y	N	X		X	X	X	X	Cut back 1/3 after flowering			
Xylosma Congestum	No common name		X						8-10'	8-15'	Y				Inconspicuous	Few Small	Y	Partial	Low	Y		N			X	X			Requires edging / pruning any time of the year			
Zelkova serrata 'City Sprite'	City Sprite Zelkova		X						20-25'	15-18'	N				Inconspicuous	Very small fruit	Y	No	Moderate/medium	Y	Y	N	X		X	Y				Colorful foliage can provide year round color		

Note: need to water trees to become drought tolerant - water infrequently for LONG periods of time. This also makes street trees not invade into streets - causes roots to grow deep

Agronomic Maintenance Calendar

		Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Irrigation		Remove clogged spray heads & emitters & soak in vinegar to clean		Depending on weather, begin turning on irrigation; Adjust controllers; Adjust spray patterns, unclog heads, flush debris			Adjust controllers for warmer weather	Repair / replace broken heads; Mulch for sun protection			Adjust controllers for fall/dormant conditions; adjust spray patterns, unclog heads. Run and check all axillary motors, valves, emergency devices	Bury and protect lines from rodents; Turn off / adjust irrigation for minimal water needs	Turn off / adjust irrigation for minimal water needs; If irrigating with hard water, flush system with an acid based solution.
Fertilization			Lawns (if not too wet) Deciduous fruit trees	Lawns with complete formula Mid-late march: established shrubs in active growth	Lawns, roses, shrubs & groundcovers	Annuals, Perennials, shrubs, trees. Repeat every 4-6 weeks for shrubs/perennials/annuals	DO NOT FERTILIZE LAWNS Apply slow-release fertilizers to plants	DO NOT FERTILIZE LAWNS Flower beds	DO NOT FERTILIZE LAWNS Continue fertilizing annuals, perennials, shrubs and fruit trees	Apply nitrogen fertilizer to lawns & irrigate immediately. Fertilize late winter, early spring-flowering shrubs with low nitrogen fertilizer.	Trees		
Lawn	Fertilizer												
	Broad Leaf Weed Ctrl												
	Pre-emergent												
	Aeration												
	De-thatching												
	Grub Control												
	Disease Control												
	Seeding												
Trees	Evergreen	Prune mature trees for structure; begin preventative application for leaf diseases; Apply dormant oil applications to limit pests during growing season									Fall fertilization; inspect for spruce mites		Prune Mature trees
	Deciduous	Prune mature trees for structure; begin preventative application for leaf diseases; Apply dormant oil applications to limit pests during growing season		Plant new trees Tree health inspections; Elm injections for Dutch Elm Disease; Application for leaf diseases	Prune dead branches of spring flowering trees; Tree health inspections; Elm injections for Dutch Elm Disease; Application for leaf diseases	Tree health inspections; Elm injections for Dutch Elm Disease; Application for leaf diseases	Prune dead, diseased or unsafe branches Inspect for mites, pests, disease Prune for clearances, sunlight, and air movement			Cable / brace trees for winter	Plant new trees. Fall fertilization (slow release); Prune juvenile trees for future growth	Leaf cleanup;	
	Palms	Can prune all season		Fertilize							Fertilize		
	Fruit trees	Spray fruit suppressant	Spray fruit suppressant - during flower budding	Spray fruit suppressant - during flower budding									
Perennials	Spring / Summer blooming						Deadhead	Shear plant by 25-50%	Shear plant by 25-50%		Divide large plants	Divide large plants	
	Fall / Winter blooming		Shear plants 25-50%	Divide large plants									
Shrubs													
Annuals													
Disease					Treat chlorosis with chelated iron								



**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 an Addendum to the Five-Year Capital Improvement Program and Allocating Funds to Projects

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

Staff recommends approval of eight capital infrastructure projects as Addendum 1 to the City's Five-Year Capital Improvement Program (CIP), and requests allocation of funding to projects planned for design or construction during Fiscal Years 2021/22 through 2023/24.

FISCAL IMPACT

The total estimated cost of all projects funded and un-funded, that are included in the CIP exceeds \$400 million. If approved, the resolution will allocate \$3,215,000 to 17 projects. A summary of the requested allocations is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution approving Addendum 1 for the Five-Year CIP for Fiscal Years 2019/20 through 2023/24 and allocating \$3,215,000 to 17 projects.

BACKGROUND

The City Five-Year 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 Five-Year 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 and funding availability, to add new projects and remove those project that have been completed or are no longer needed.

On December 16, 2019, the City Council adopted Resolution 19-13729, adopting the Five Year CIP for Fiscal Years 2019/20 through 2023/24.

The full economic impacts of the Covid-19 pandemic are uncertain at this time. Therefore, staff recommends a limited program of capital projects emphasizing critical replacements of water and sewer infrastructure, and continuance of the City's program of annual projects to improve roads and public parks. Projects in Addendum 1 are recommended by the City Engineer, as well as staff from the Public Works and Recreation departments.

On December 2, 2020, staff presented a draft of Addendum 1 for the Five-Year CIP for Fiscal Years 2019/20 through 2023/24 to the City's Community Advisory Commission for comments.

On December 8, 2020, the Planning Commission adopted Resolution No. 10162 affirming that projects in the Addendum are consistent with the City's General Plan.

SUBCOMMITTEE FINDINGS

On November 17, 2020 the Infrastructure & Transportation Subcommittee reviewed Addendum 1 for the Five-Year CIP for Fiscal Years 2019/20 through 2023/24 and made recommendations regarding the presentation of the final document to the City Council, including information regarding prioritization of annual projects for funding.

STAFF ANALYSIS

Nine capital projects have been completed since the adoption of the Five-Year CIP for Fiscal Years 2019/20 through 2023/24. In addition, several projects scheduled to be constructed in Fiscal Years 2020/21 and 2021/22 are fully funded by previous actions of the City Council, and no new funds are requested for these projects.

Exhibit "A"-Funding Allocation Summary details \$3,215,000 to projects that are scheduled to be designed or constructed during Fiscal Year 2020/21 and eight new projects recommended by the Interim Director of Public Works/City Engineer.

For a project to be included in the Five-Year CIP it must meet one or more of the following conditions:

- 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, and
- Preservation of existing assets.

Projects requested to be funded in Fiscal Year 2020/21 and the reason for their prioritization are listed below:

Street Projects

1. ST-35 2020/21 Citywide Traffic Calming Project – Will improve safety on roadways as recommended by the City Engineer. (Elimination of potentially hazardous or unsafe conditions and potential liability.)

2. ST-41 Annual Fence/ Soundwall/ Streetlight Replacement/ Installation Project – Will improve safety and replace deteriorated/damaged infrastructure at locations recommended by the Public Works Department and City Engineer. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)
3. ST-47 2020/21 Street Maintenance Project- Will preserve existing infrastructure. This project was determined based on use of the Pavement Management System and staff input. (Preservation of existing assets.)
4. ST-51 Stoneman Avenue Pedestrian Safety Improvement Project- Will improve pedestrian safety along Stoneman Avenue. Location as recommended by the City Traffic Engineer. (Elimination of potentially hazardous or unsafe conditions and potential liability.)
5. ST-52 2020/21 Citywide Striping & Signage – Will improve safety and replace striping and signs at locations recommended by the Public Works Department and City Engineer. (Preservation of existing assets.)
6. ST-96 Citywide Arterial Median Conversion Project – The locations and priorities will be determined by staff to provide adequate areas for maintenance staff working within the medians on arterial streets. (Elimination of potentially hazardous or unsafe conditions and potential liability.)
7. ST-100 STP/OBAG II Pavement Improvement Project- Will repair and preserve the roadway on West Leland Road from Woodhill Drive to Railroad Avenue and Loveridge Road from East Leland Road to Buchanan Road. (Replacement of high-maintenance, inefficient or ineffective infrastructure and preservation of existing assets.)

Signal Projects

8. S-8 2019/20 Traffic Signal Modification Project – Will improve safety and the effectiveness of signal timing and equipment at locations recommended by the Public Works Department and City Engineer. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

Water Projects

9. W-6 WTP Capital Repairs and Improvements – Will replace equipment that has lasted beyond its service life at the City's water treatment plant. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)
10. W-39 2021/22 Filter Media Replacement – Future replacement of expended filter media at the City's water treatment plant. (Preservation of existing assets.)
11. W-109 Water System Reliability Project – Establish a tie in between existing water main for system redundancy and repair a waterline with chronic maintenance issues. (Improvement to and/or creation of new services to the public.)

Storm Drain Project

12 SD-48 Stoneman Avenue Storm Drain Replacement/Repair Project – Will replace/repair a collapsed 24-inch existing storm drain line and inlets on Stoneman Avenue between Meadowbrook Circle and Briarcliff Drive. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

Park Projects

13. PK-4 Annual Playground Replacement Project – Will reconstruct or improve playgrounds at parks as recommended by the Recreation and Public Works departments to improve safety, add new playground elements, and reduce liability to the City. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

14. PK-9 Annual Park Features Replacement Project – Will replace deteriorated features at City parks such as, picnic tables, benches, lighting, pavement, and ADA accessibility as recommended by the Recreation and Public Works departments. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

15. PK-10 Biennial Restroom Replacement Project- Replace/repair deteriorated or no longer functional restroom facilities as recommended by the Recreation and Public Works departments. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

16. PK –15 Annual Citywide Park Sign Replacement Program – Replace destination signs at public parks and facilities throughout the City. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

17. PK-42 Oak Hills Restroom – Construct a new facility at a highly used neighborhood park. Project prioritization based on a recommendation from the Infrastructure-Transportation Subcommittee (Improvement to and/or creation of new services to the public.)

In compliance with the City's Fiscal Sustainability Ordinance (Ordinance 12-1363), proposed CIP project expenditures do not reduce estimated reserves for enterprise fund balances below 30% of operating costs.

Staff will return to the City Council for consideration of annual updates to the City's CIP to account for completed projects, new priorities, and funding availability.

ATTACHMENTS: Resolution
 Addendum One
 Exhibit "A"- Funding Allocation Summary
 Five Year Capital Improvement Program (CIP) FY 2019/20 through
 2023/24 CIP - Electronic Files (hard copy on file at City Clerk's Office)

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving an Addendum)
To the Five-Year Capital Improvement)
Program and Allocating Funding)
To Projects)

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the City's Five-Year Capital Improvement Program (CIP) 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 CIP is updated annually to reflect changing priorities and funding availability, and to add new projects or remove those that have been completed; and

WHEREAS, on December 16, 2019, the City Council adopted Resolution 19-13729, adopting the CIP for Fiscal Years 2019/20 through 2023/24; and

WHEREAS, due to the uncertainty of the economic impacts of the Covid-19 pandemic, staff has prepared an addendum to the CIP that recommends a limited program of capital projects emphasizing critical replacements of water and sewer infrastructure, and continuance of the City's program of annual projects to improve roads and public parks; and

WHEREAS, Addendum 1 for the Five-Year CIP for Fiscal Years 2019/20 through 2023/24 has identified eight new projects and funding to 17 projects planned for design or construction through Fiscal Year 2021/22; and

WHEREAS, on November 17, 2020, the Infrastructure-Transportation Subcommittee reviewed Addendum 1 for the Five-Year CIP for Fiscal Years 2019/20 through 2023/24 and made recommendations regarding the presentation of the final document to the City Council, including information regarding prioritization of annual projects for funding; and

WHEREAS, on December 2, 2020, staff presented a draft Addendum 1 for the Five-Year CIP for Fiscal Years 2019/20 through 2023/24 to the City's Community Advisory Commission for comment; and

WHEREAS, on December 8, 2020, the Planning Commission adopted Resolution No. 10162 affirming that projects in the Addendum are consistent with the City's General Plan; and

WHEREAS, Exhibit "A"-Funding Allocation Summary details \$3,215,000 to projects that were scheduled to be designed or constructed in Fiscal Year 2020/21 and eight new projects recommended by the City Engineer/Interim Director of Public Works; and

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

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg:

Section 1.

The City Council hereby approves Addendum 1 for the Five-Year Capital Improvement Program for Fiscal Years 2019/20 through 2023/24.

Section 2.

The City Council hereby authorizes allocations totaling \$3,215,000 to 17 projects included in Addendum 1 for the Five-Year Capital Improvement Program for Fiscal Years 2019/20 through 2023/24.

Section 3.

The City Manager is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to completion of the projects included in the adopted Five-Year CIP.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

City of Pittsburgh

ADDENDUM 1 FOR THE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM 2019/20 Through 2023/24



Addendum #1 For The 5-Year
Capital Improvement Program 2019/20 through 2023/24

Item No.	Project Name	Description
Proposed Project		
1	Marina Blvd. Buffered Bicycle Lanes	A TDA grant in the amount of \$56,100 was received for FY 20/21.
2	FY 20/21 CDBG Project	A CDBG grant in the amount of \$232,508 was received for FY 20/21.
3	Railroad Avenue Complete Streets	New project identified for grants.
4	Water System Reliability Project	Funding for FY 20/21 proposed: \$800,000.
5	East 9th Street Water Improvement Project	New project identified.
6	East 9th Street Sewer Improvement Project	New project identified.
7	Stoneman Avenue Storm Drain Replacement/Repair Project	Funding for FY 20/21 proposed: \$200,000
8	Oak Hills Park Restroom	Funding for FY 20/21 proposed: \$500,000

Funding Allocation: \$1,500,000 (not including grant amounts)



ST-19: MARINA BOULEVARD BUFFERED BIKE LANES

Project No.
TBD

Status: Conceptual plan

Estimated Project Cost:
\$140,000

Project Limits:
Marina Blvd from Black Diamond Street to Herb White Way

Funding Sources: TDA
Eligible Funding Source: TDA, Measure J, Gas Tax

Identified Funding Source: TDA

Project Description:

Construct buffered bicycle lanes on Marina Blvd. includes removal of existing raised concrete island and installation of buffered bike lane pavement markings, signage, and colored conflict zones.



ST-14: 2020/21 CDBG CURB RAMP REPLACEMENT PROJECT

Project No.
4063

Status:
Design

Estimated Project Cost:
\$232,508

Project Limits:
High School Village Subdivision
Westwood Gardens Subdivision

Funding Sources

Eligible Funding Source: Gas Tax, HUTA, CDBG, Measure J

Identified Funding Source: \$232,508 CDBG

Project Description:

This project includes the design and construction of ten (10) ADA compliant ramps at the High School Village Subdivision (north of California Avenue between Avon Street and Harbor Street) and eight (8) ADA compliant ramps at the Westwood Gardens Subdivision (William Way between Betty Lane and Pamela Way).



ST-37: RAILROAD AVENUE COMPLETE STREETS

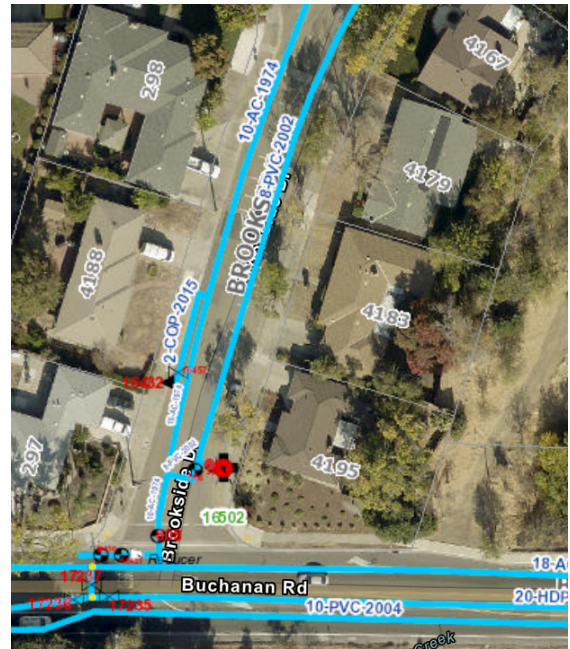
Estimated Project Cost:
\$1,000,000

Project Limits:
Railroad Avenue from Center Drive to Bliss Avenue

Funding Sources: TDA
Eligible Funding Source: TDA, Measure J, Gas Tax, Developer
Identified Funding Source: none

Project Description:

This project will construct improvements that will enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. A number of improvements are planned for Railroad Avenue, between Center Drive and Bliss Avenue, that will improve access including bulb-outs, green bicycle lanes/conflict zones, enhanced crosswalks, transit improvements, pedestrian storage areas, and class IV bicycle facility.



W-109: WATER SYSTEM RELIABILITY PROJECT

Estimated Project Cost:
\$800,000

Project Limits:
Buchanan Pump Station, Brookside
Drive/Buchanan Road & Cabrillo Place

Funding Sources:
Eligible Funding Source: WOF
Identified Funding Source: \$800,000 WOF

Project Description:

These projects 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.



W-110: EAST NINTH STREET WATER IMPROVEMENT PROJECT

Estimated Project Cost:

\$400,000

Project Limits:

Project Limits: East Ninth Street between Cumberland Street and Los Medanos Street (City Project)

Los Medanos Street between East Tenth and East Ninth (Developer).

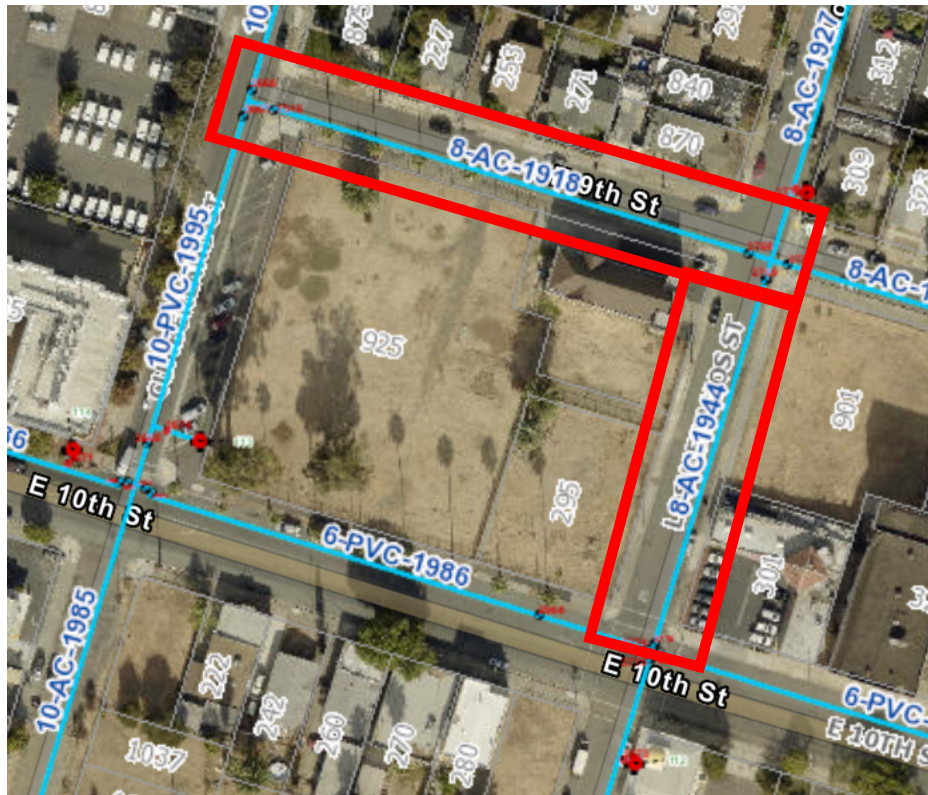
Funding Sources:

Eligible Funding Source: WOF, developer

Identified Funding Source:

Project Description:

This project will replace water mains, services and valves that have reached the end of their useful life. With the development of the Veterans Square project a need was identified to replace the 8" waterline on East Ninth Street and Los Medanos Street. A portion of this project is being paid for by the Developer.



SS-37: EAST NINTH STREET SEWER IMPROVEMENT PROJECT

Estimated Project Cost:
\$290,000

Project Limits:

East Ninth Street between Cumberland Street and Los Medanos Street (City project)

Los Medanos Street between East Tenth and East Ninth (Developer).

Funding Sources:

Eligible Funding Source: SOF, developer

Identified Funding Source:

Project Description:

This project will replace sewer mains and laterals that have reached the end of their useful life. With the development of the Veterans Square project a need was identified to replace the sewer main. A portion of this project is being paid for by the Developer.



SD-49: STONEMAN AVENUE STORM DRAIN REPLACEMENT/REPAIR

Estimated Project Cost:
\$200,000

Project Limits: Stoneman Avenue
Between Meadowbrook Circle and Briarcliff Drive

Funding Sources:
Eligible Funding Source: SOF, NPDES
Stormwater

Identified Funding Source: NPDES Stormwater
Fund \$200,000

Project Description:

This project will replace/repair the collapsed 24" storm drain line and inlets on Stoneman Avenue between Meadowbrook Circle and Briarcliff Drive.



PK-42: OAK HILLS PARK RESTROOM

Estimated Project Cost:
\$500,000

Project Limits: Oak Hills Park

Funding Sources:

Eligible Funding Source: PDF

Identified Funding Source: PDF
\$500,000

Project Description:

This project will construct a restroom at Oak Hill Park. This neighborhood park is highly utilized and has had many requests for a bathroom. The project will include ADA access to the facility.

Annual Projects FY 20/21		
1	FY 2020/21 Traffic Calming Project	Funding for FY 20/21 proposed: \$50,000
2	Annual Citywide Fence/Soundwall/Streetlight Replacement/Installation	Funding for FY 20/21 proposed: \$5,000
3	FY 20/21 Street Maintenance Project	Funding for FY 20/21 proposed: \$200,000
4	Annual Citywide Striping & Signage	Funding for FY 20/21 proposed: \$50,000
5	Citywide Arterial Median Conversion	Funding for FY 20/21 proposed: \$5,000
6	Water Treatment Plant Capital Repairs & Improvements	Funding for FY 20/21 proposed: \$75,000
7	Annual Filter Media Replacement	Funding for FY 20/21 proposed: \$100,000
8	Annual Playground Replacement	Funding for FY 20/21 proposed: \$80,000
9	Annual Park Features Replacement	Funding for FY 20/21 proposed: \$150,000
10	Biennial Restroom Replacement	Funding for FY 20/21 proposed: \$250,000
11	Annual Park Sign Replacement	Funding for FY 20/21 proposed: \$50,000

Funding Allocation: \$1,015,000



Proposed Speed Humps Locations: Heatherwood Dr.



ST-35: FY 20/21 TRAFFIC CALMING PROJECT

Estimated Project Cost:
\$50,000

Project Limits: Heatherwood Drive Speed Humps, Crestview Drive Traffic Circle

Funding Sources:

Eligible Funding Source: HUTA,
Measure J

Identified Funding Source: MJ \$50,000

Project Description:

This project will construct speed humps and other traffic calming improvements at locations throughout the City in locations determined through an application process or by City Staff.



ST-41: ANNUAL CITYWIDE FENCE/SOUNDWALL/STREET LIGHT REPLACEMENT/INSTALLATION PROJECT

Estimated Project Cost:
\$5,000

Project Limits: Locations throughout the City

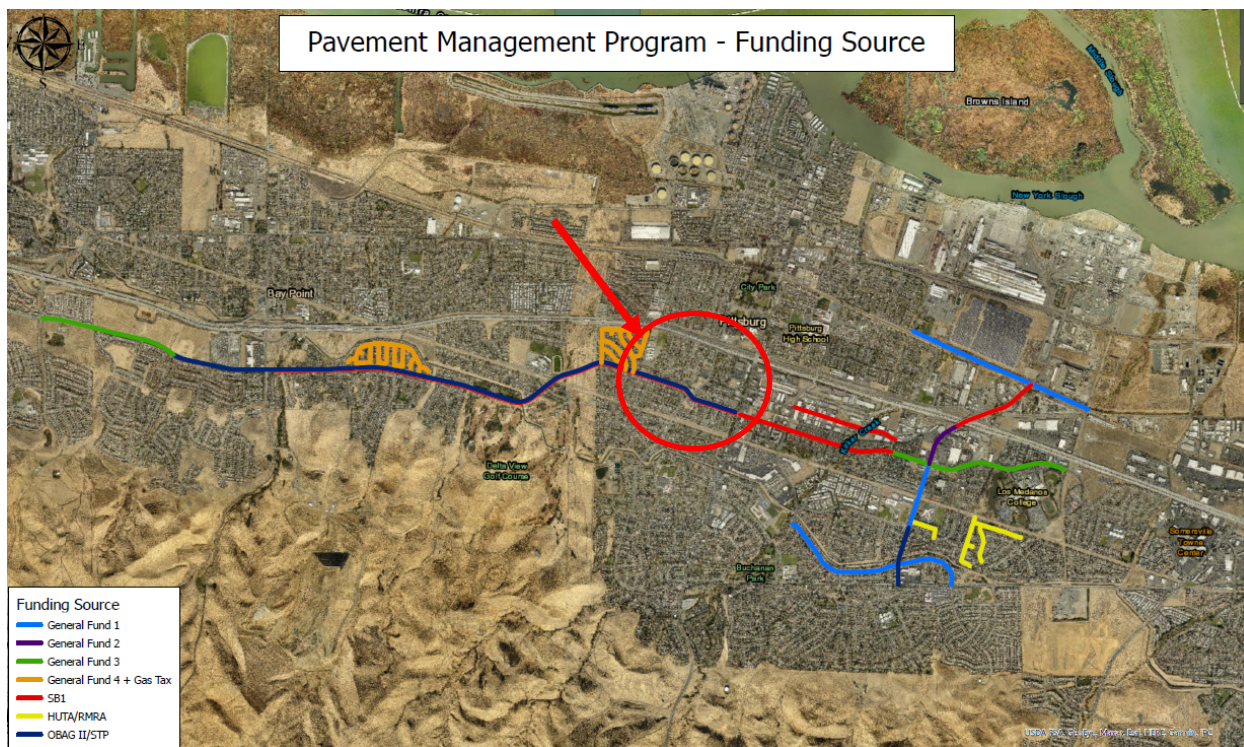
Funding Sources:

Eligible Funding Source: HUTA,
Measure J

Identified Funding Source: MJ \$5,000

Project Description:

This project is for the replacement of damaged or deteriorated fencing, sound walls, or streetlights that the City is responsible for maintaining. This project also includes new installations determined to be required for public safety and protection.



ST-47: FY 2020/21 STREET MAINTENANCE PROJECT

Estimated Project Cost:
\$400,000

Project Limits: Covington, Ashbury Way, Dover Way, Arlington Drive, Frontage Road, Chelsea Way, Salisbury Drive, Alta Court, Rossmore Court

Funding Sources:

Eligible Funding Source: HUTA,
Measure J, RMRA, General Fund

Identified Funding Source: HUTA
\$200,000

Project Description:

The project will use a variety of pavement management techniques including, slurry seal, patch paving, and crack sealing as appropriate to extend the useful life of the roadway. Locations based on Pavement Management System and Public Works input.



ST-52: ANNUAL CITYWIDE STRIPING AND SIGNAGE

Estimated Project Cost:
\$50,000

Project Limits:
Citywide

Funding Sources:

Eligible Funding Source: HUTA,
Measure J, RMRA

Identified Funding Source: HUTA
\$50,000

Project Description:

This project will provide funding to complete new installation of signing and striping improvements or removal and replacement of existing signing and striping at locations Citywide. Priority for locations will be determined by Public Works and Engineering

Project Information & Savings	
Est. Area	2,285 square feet
Est. Cost for Project	\$91,400.00
Total Estimated Savings per Year (Water & Labor)	\$3,632.00 / Year
Est. Hours Saved	130 hours



ST-52: CITYWIDE ARTERIAL MEDIAN CONVERSION PROJECT

Estimated Project Cost:

\$30,000 Annually

Project Limits:

Arterial Streets Citywide

Funding Sources:

Eligible Funding Source: Measure J

Identified Funding Source: \$5,000 Measure J

Project Description:



order to provide adequate areas for streets.



W-6: WATER TREATMENT PLANT CAPITAL REPAIRS AND IMPROVEMENTS

Estimated Project Cost:

\$75,000 Annually

Project Limits:

Water Treatment Plant & Other Water
Distribution Facilities

Funding Sources:

Eligible Funding Source: Water Operations
(WOF)

Identified Funding: \$75,000 WOF

Project Description:

This project will provide upgrades and repairs to facilities at the Water Treatment Plant



W-39: ANNUAL FILTER MEDIA REPLACEMENT PROJECT

Estimated Project Cost:
\$100,000 Annually

Project Limits:

Water Treatment Plant & Other Water
Distribution Facilities

Funding Sources:

Eligible Funding Source: Water Operations (WOF), Water Facility Reserves (WFR)

Identified Funding: \$100,000 WOF

Project Description:

This project will perform periodic replacement of the filter media for the eight water filters at the water treatment plant. Media replacement includes removal and disposal of spent filter media and replacement with new granulated activated carbon (GAC) or anthracite, sand, and gravel. Filter media needs to be replaced approximately every four years.



PK-4: ANNUAL PLAYGROUND REPLACEMENT PROJECT

Estimated Project Cost:

\$80,000 Annually

Project Limits:

California Season

Oak Hills Park

Highlands Park

Funding Sources:

Eligible Funding Source: Park Dedication Funds (PDF), Grants

Identified Funding: \$80,000 PDF

Project Description:

Recurring annual project for replacement of playground equipment and related amenities at public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.



PK-9: ANNUAL PARK FEATURES REPLACEMENT PROJECT

Estimated Project Cost:
\$150,000

Project Limits:
California Seasons Park
Buchanan Park
Highlands Park

Funding Sources:
Eligible Funding Source: Park Dedication Funds (PDF), Grants
Identified Funding: \$150,000 PDF, \$300,000 Future PDF

Project Description:

Recurring annual project for the replacement of features and amenities such as drinking fountains, picnic tables, benches, lighting, pavement, and ADA accessibility at public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.



PK-10: BIENNIAL RESTROOM REPLACEMENT/REHABILITATION

Estimated Project Cost:
\$250,000 biennial

Project Limits:
Buchanan Park
Central Harbor Park
John Henry Johnson Park

Funding Sources:
Eligible Funding Source: Park Dedication Funds (PDF), Grants, developer

Identified Funding: \$250,000 PDF

Project Description:

Recurring biennial project for replacement and rehabilitation of restrooms in public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.



PK-15: ANNUAL PARK SIGN REPLACEMENT PROJECT

Estimated Project Cost:
\$50,000

Project Limits:
Buchanan Park
Central Park
Central Harbor Park
Hillsdale Park
Mariner Park

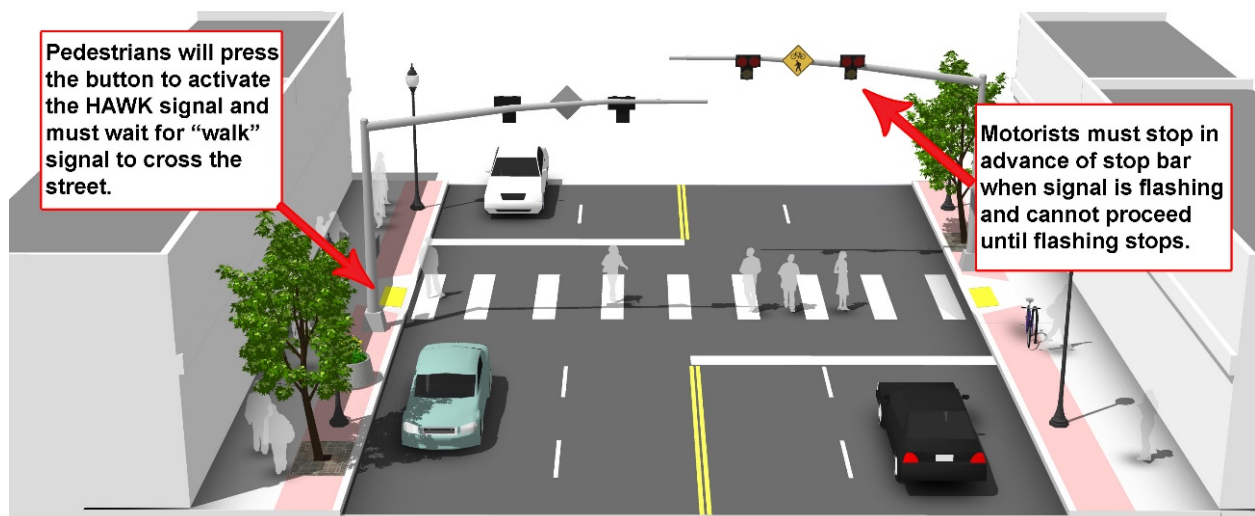
Funding Sources:
Eligible Funding Source: Park Dedication Funds
(PDF), Grants
Identified Funding: \$50,000 PDF

Project Description:

Recurring annual project for the replacement or rehabilitation of park signage at public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.

SB1 Fiscal Year 2020-21 SB 1 (Road Repair and Accountability Act of 2017) RMRA Project's Approved on 5/18/20		
1	Stoneman Avenue Pedestrian Safety Improvements	Funding for FY 20/21 proposed: \$300,000
2	2020/21 STP/OBAG II Pavement Improvement Project	Funding for FY 20/21 proposed: \$300,000
3	2019/20 Traffic Signal Modification	Funding for FY 20/21 proposed: \$100,000

Funding Allocation To Previously Approved Projects: \$700,000



ST- 51: STONEMAN AVENUE PEDESTRIAN IMPROVEMENTS

Project No.
3115

Estimated Project Cost:
\$1,180,000

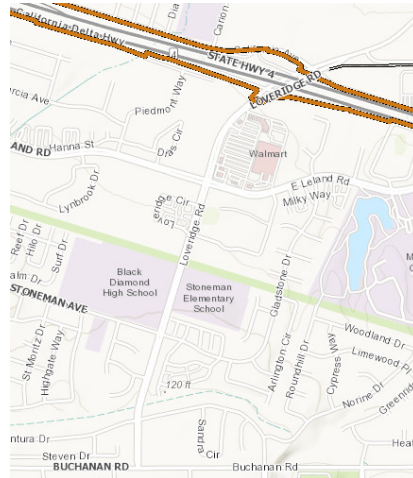
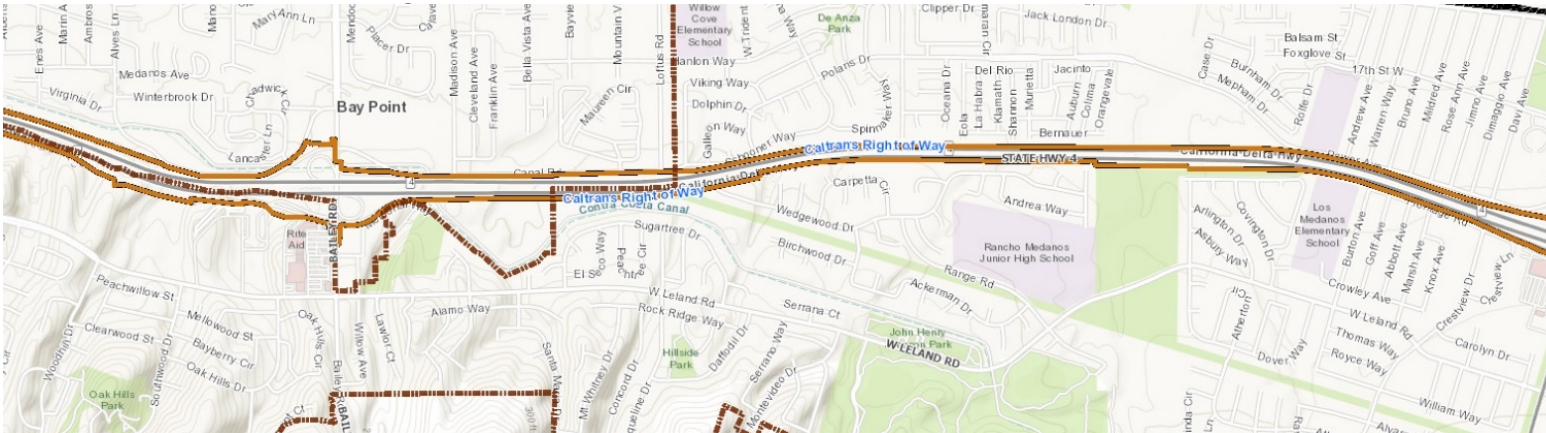
Project Limits:
Three intersections on Stoneman Avenue
(Briarcliff Drive, Meadowbrook Circle, Meadowbrook Avenue)

Funding Sources
Eligible Funding Source: Gas tax, Measure J, SR2S

Identified Funding: \$880,000 HSIP-8, \$300,000 RMRA

Project Description:

Upgrade intersection pavement markings/signage and install pedestrian HAWK signals for existing crosswalks at three intersections on Stoneman Avenue (Meadowbrook Avenue, Meadowbrook Circle, and Briarcliff Drive). Install dynamic/variable speed



ST-100: 2020/21 STP/OBAG II PAVEMENT IMPROVEMENT PROJECT

Estimated Project Cost:

\$2,710,000

Project Limits:

West Leland Road – South Broadway to Railroad Avenue

Loveridge Road –Stoneman Avenue to Buchanan Road

Funding Sources:

Eligible Funding Sources: Gas Tax, SB-1 Gas Tax (RMRA), Measure J, One Bay Area Grant (OBAG) II/STP

Identified Funding: \$2,410,000 OBAG II/S, \$300,000 RMRA

Project Description:

This project will rehabilitate the roadway on West Leland Road from Woodhill Drive to Railroad Avenue and Loveridge Road from East Leland Road to Buchanan Road. The project will use a variety of pavement management techniques including crack sealing, base repairs, patch paving, milling, geosynthetics, and other treatments as appropriate to extend the useful life of the



S-15: 2020/21 TRAFFIC SIGNAL MODIFICATION

Estimated Project Cost:
\$100,000

Project Limits: Citywide

Funding Sources

Eligible Funding: Gas Tax RMRA

Identified Funding: Gas Tax RMRA \$100,000

Project Description:

This project is to perform on-going traffic signal timing and modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.

City of Pittsburg

FIVE YEAR CAPITAL IMPROVEMENT PROGRAM 2019/20 Through 2023/24



October 2019

Adopted 12/16/2019

CITY OF PITTSBURG 2019/20-2023/24 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

MAYOR

Juan Antonio Banales

VICE MAYOR

Jelani Killings

CITY COUNCIL

Merl Craft

Holland Barrett White

Shanelle Scales-Preston

CITY MANAGER

Garrett Evans

ASSISTANT CITY MANAGER/PUBLIC WORKS DIRECTOR

Fritz McKinley

COMMUNITY DEVELOPMENT DIRECTOR

Jill Hecht

CITY ENGINEER

Richard Abono, P.E.

PREPARED

BY

Gina C. Haynes, P.E.

Senior Civil Engineer

October 2019

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Senior Civil Engineer

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Power Company Manager

Hilario Mata
Assistant Public Works Director

Van DePiero
Harbormaster

Diane Agar
Accounting and Budget Manager

Kristin Pollot
Planning Manager

INTRODUCTION

INTRODUCTION

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) 2019/20 through FY 2023/24 includes 224 projects with a total estimated cost of \$400,651,081 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
- 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, 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 2020/21.

ACCOMPLISHMENTS FROM FY 18/19

On October 1, 2018, the City Council approved the previous 5-year Capital Improvement Program for FY 2018/19 through FY 2022/23 with adoption of Resolution 18-13546. Many of the projects from the previous 5-year CIP have been completed or have had some form of action taken towards implementation. Below is a summary of accomplishments since the City Council's approval of the last 5-Year CIP update:

1. COMPLETED CIP PROJECTS

Completed CIP projects are those projects that have been completed since adoption of the previous 5-year CIP or are nearly complete. There are 9 CIP projects

that are completed or nearing completion since adoption of the previous 5-Year CIP. These projects include the following:

ST-3	2017/18 Traffic Calming Projects
ST-13	Railroad Avenue 3 rd to 5 th Street Sidewalk Improvement
T-14	Seismic Retrofit Bridge No. 28C-0165 (Willow Pass Road)
ST-17	SB1-West Leland Road Pavement Management
ST-19	2018/19 CDBG Curb Ramp Project
ST-20	San Marco Blvd. Class I Trail
S-7	Traffic Signal Modifications Citywide
B-4	Pittsburg Library Rooftop Solar System

2. ACTIVE CIP PROJECTS

Active projects are those projects that Staff is currently planning, are being designed or have been designed, are out to bid, or are under construction. There are twenty-five active projects. They include the following:

Current Planning/Studies:

G-1	City Standard Specification Update
G-2	Standard Details Update

Being Designed:

ST-2	BART Pedestrian/Bicycle Connectivity Project
ST-14	2019/20 CDBG Project
ST-36	James Donlon Boulevard Extension Project
ST-38	West Leland Road Pavement Markers/Markings and Speed Signage Improvements
ST-42	West Leland High Friction Surface Treatment
ST-28,38,43	West Leland Pavement Delineation, Warning Signage, High Visibility Crosswalk Improvements and Traffic Signal Modification at Range Road
ST-51	Stoneman Avenue Pedestrian Safety Improvements
ST-73	Patch Paving, Sealing & Striping
ST-98	2019/20 Street Maintenance Project
ST-99	SB-1 FY 19/20 Pavement Management
S-18	HSIP 9 Citywide Traffic Signal Improvement Project
SD-9	American Park Storm Drainage Project

Under Construction/Out for Bids:

ST-11	2018/19 Citywide Pavement Management
ST-28	West Leland Road Street Lighting (Railroad to Crestview)
S-8	Traffic Signal Modification

W-6	Water Treatment Plant Capital Repairs (Upgrade SCADA)
W-11	Automatic Water Meter Reading System (multi-year project)
SS-30	2014/15 Sewer/Water Replacement Program (Project 20)
SD-36	Montezuma Slough Pump Station Replacement Project
G-18	West Leland Road Underground Utilities
M-3	Marina Maintenance Dredging (Lowy Basin)

PROJECT CATEGORIES

The projects included in the FY 2019/20 - FY 2023/24 CIP have been divided into eight categories. These categories (with abbreviations) include:

- Streets (ST)** This section includes street rehabilitation and reconstruction as well as medians, striping, curb & gutter, street lighting, and traffic calming.
- Funding Sources:
Measure J, Developers, HUTA Gas Tax, RMRA Gas Tax, LTMF, and Infrastructure Repair and Replacement Funds (IRRF), 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.
- Signals (S)** This section includes intersections that currently warrant a traffic signal, will warrant a signal in the near future, 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, and Infrastructure Repair and Replacement Funds (IRRF). Additional funding can be provided by grants from outside agencies.
- Water (W)** 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.
- Funding Sources:
The primary funding sources for this category are Water Operations Fund, Water Facility Reserve Fund, 2005 Water Bond, and Developers.
- Sewer (SS)** 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.
- Funding Sources:
The primary funding sources for this category are Sewer Operations Fund, Sewer Facility Reserve and Developers.
- Storm Drain (SD)** 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.
- Funding Sources:

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

Building (B)

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

Funding Sources:
General Fund

Parks (PK)

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

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

General (G)

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

Funding Sources:
Funding varies due to the unique nature of these projects.

Pittsburg Power (PPC)

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

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

Marina (M)

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

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

FUNDING REQUIREMENTS AND ISSUES

Projects included in FY 2019/20 of the 5-year CIP are those that are a high priority and/or have available funding. Below is a description of funding requirements for each CIP category as well as potential funding issues that may be affecting a particular project category.

Street Projects (ST):

The current 5-year CIP identifies 64 street projects totaling \$220 million that are included as future projects. Of these, 34 street projects totaling \$26 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:

Streets in the City are ranked according to their condition on a scale of 1 to 100. This ranking is called the Pavement Condition Index (PCI). The more pavement maintenance that is performed, the higher the PCI number for the pavement will be. The current average PCI number for the City's streets is 62. To maintain the City's current average PCI number requires approximately \$5.7 million per year of pavement maintenance.

Signal Projects (S):

The current 5-year CIP identifies twenty signal projects totaling \$5.3 million that are included as future projects. Of these, six signal projects totaling approximately \$1.7 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:

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 (W):

The current 5-year CIP identifies 27 water projects totaling nearly \$57 million that are included as future projects. Of these, eleven water projects totaling \$18 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:

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 (SS):

The current 5-year CIP identifies 11 sewer projects totaling \$34.7 million that are included as future projects. Of these, seven sewer projects totaling \$28.4 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:

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 (SD):

The current 5-year CIP identifies 47 storm drain projects totaling \$31 million that are included as future projects. Of these, two storm drain projects totaling \$1,175,000 are already funded within the next five years.

Funding Issues:

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.

The City adopted a Fiscal Sustainability Ordinance that, among other things, created an Infrastructure Repair and Replacement Fund (IRRF) that could receive a portion of future City budget surpluses and excess one-time revenues. This fund would be used to fund repair and capital improvement projects related to the City's infrastructure including streets, roads, parking lots, and storm drains. These funds cannot be counted on as a regular funding source for storm drainage projects.

Staff has requested authorization to apply for a FEMA grant to help fund the currently planned storm drain project and one additional storm drain project.

Building Projects (B):

The current 5-year CIP identifies nine building projects totaling \$14.1 million that are included as future projects. This does not include the Police Evidence Storage Building, that has not been sized and therefore no costs have been determined. Of these, four building projects totaling approximately \$700,000 are already funded within the next five years.

Funding Issues:

Construction of new and improvements to existing City owned buildings were previously funded by the RDA. Other funding sources are grants and Park Dedication Funds. 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 (PK):

The current 5-year CIP identifies 18 park projects totaling \$15.8 million that are included as future projects. Of these, eight park projects totaling \$2.9 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:

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 grants.

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 to the Parks and Maintenance

Services' operational and maintenance costs. However, these funding sources can 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 evaluates 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 of 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 (G):

The current 5-year CIP identifies seven general projects totaling \$3.6 million that are included as future projects. Of these, two general projects totaling \$1.5 million (including \$1.4 million from Rule 20A funds administered by PG&E) are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:

Projects listed in the General Projects section of the CIP are funded by various sources. It is difficult to identify funds that are eligible for a majority of these projects other than the City's General Fund. An additional source of funding needs to be identified or created to fund the various projects in the General Projects category.

Pittsburg Power Projects (PP):

The current 5-year CIP identifies 14 Pittsburg Power Company projects totaling \$6.3 million that are included as future projects. All of these seven totaling \$2.7 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:

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.

Marina Projects (M):

The current 5-year CIP identifies ten Marina projects totaling \$12.8 million that are included as future projects. There are three capital project that partially funded with \$1.0 million over the next five years.

Funding Issues:

Projects listed in the Marina Projects section of the CIP are generally funded by the revenue collected at the marina from gasoline sales and boat slip rentals. If other funding sources are not identified, there may be a need to increase fees and prices to increase revenues to pay for construction of additional CIP projects.

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. 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 design or construction in FY 2019/20. The remaining projects for FY 2019/20 through 2023/24 are projections based on estimates for project costs and funds available. This table includes only projects that are anticipated to be funded during the 5-year period. Additional projects are included in the Capital Improvement Program that have been identified but are not yet planned to be funded. Amounts in the Current Funding column have previously been allocated by City Council through other actions.

Project Category	Current Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	Total (\$)
Streets	15,164,500	2,073,627	4,230,888	1,664,805	1,580,000	1,604,000	26,317,820
Signals	1,065,600	135,000	135,000	135,000	135,000	135,000	1,740,600
Water	6,263,267	1,575,000	2,975,000	875,000	3,975,000	2,375,000	18,038,267
Sewer	22,114,910	1,300,000	500,000	1,600,000	400,000	2,500,000	28,414,910
Storm Drain	825,000	300,000	0	0	0	0	1,125,000
Building	140,000	560,000	0	0	0	0	700,000
Parks	675,000	655,000	455,000	455,000	455,000	205,000	2,900,000
General	1,500,000	0	0	0	0	0	1,500,000
Pittsburg Power	970,000	1,020,000	400,000	100,000	100,000	100,000	2,690,000
Marina	990,208	20,000	0	0	0	0	1,010,208
Total	49,708,485	7,638,627	8,695,888	4,829,805	6,645,000	6,919,000	84,436,805

PROJECTED FUND BALANCE

FUNDING SOURCES

The following section discusses the major funding sources available to fund CIP projects. Funding amounts included in the Current Funds Available column are those that are available for use 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 construction of CIP projects. New funding is requested only for projects planned for FY 2019/20. The remaining projects for FY 2020/21 through FY 2023/24 are projections based on anticipated funding availability. Enterprise funds are budgeted to maintain a reserve equal to 30% of their operating expenses.

Restricted vs. Un-Restricted 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, 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. Unrestricted funds are currently unavailable as a funding source for projects in the 5-year CIP.

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 2019):

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 2019/20 is \$1,210,657. FY 2019/20 will be a partial amount due to the implementation occurring mid-year. In FY 2020/21 the City is estimated to receive \$1,234,870.

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 actually completed.

Below is the list for reporting proposed projects planned for potential expenditure of RMRA funds in FY 2019/20:

Title	ST-98 2019/20 Street Maintenance
Description	Three-Layer Pavement Maintenance Project
Location	Highland Meadows
Amount	\$172,427
Completion Date	June 2020
Useful Life	10 Years

Title	ST-99 SB-1 2019/20 Pavement Management
Description	Pavement Rehabilitation Project
Location	West Leland Road-Jacqueline Drive to Railroad Avenue and Loveridge Road SR4-East Leland Road
Amount	\$895,000
Completion Date	June 2020
Useful Life	10-15 Years

Title	S-8, 2019/20 Traffic Signal Modification Project
Description	Perform ongoing signal modifications and timing adjustments form improved traffic flow and modernization of signal controller equipment.
Location	Citywide Signal System
Amount	\$135,000
Completion Date	June 2020
Useful Life	10-20 Years

Title	S-8, 2019/20 Traffic Signal Modification Project
Description	Improve signal hardware at 59 locations (signal heads, backplates, controllers, BBS, UPS, modems, cabinets)
Location	Citywide Signal System
Amount	\$44,400
Completion Date	June 2020
Useful Life	10-15 Years

Current and Projected RMRA Funding Availability: Fund 228

Gas Tax - Road Maintenance and Rehabilitation

Fund 228

Project	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1	56,967	20,797	160,667	360,235	359,994
Budgeted Revenues	1,210,657	1,234,870	1,259,568	1,284,759	1,310,454
Budgeted Expenses	-	-	-	-	-
Subtotal	1,267,624	1,255,667	1,420,235	1,644,994	1,670,448
ST-24 SB1-2020/21 Pavement Management		(700,000)			
ST-33 SB1-2021/22 Pavement Management			(925,000)		
ST-47 2020/21 Street Maintenance		(50,000)			
ST-51 Stoneman Avenue Pedestrian Safety Improvements					
ST-59 SB1-2022/23 Pavement Management				(950,000)	
ST-60 2022/23 Street Maintenance				(200,000)	
ST-98 2019/20 Street Maintenance	(172,427)				
ST-99 SB-1 2019/20 Pavement Management	(895,000)				
ST-100 2020-21 STP OBAG II Pavement Rehabilitation Project		(210,000)			
ST-103 2023/24 Pavement Management					(974,000)
S-8 2019/20 Traffic Signal Modification	(135,000)				
S-15 2020/21 Traffic Signal Modification		(135,000)			
S-16 2021/22 Traffic Signal Modification			(135,000)		
S-11 2022/23 Traffic Signal Modification				(135,000)	
S-17 2023/24 Traffic Signal Modification					(135,000)
S-19 HSIP 9 Traffic Signal Improvement Project	(44,400)				
CIP Expenditures	(1,246,827)	(1,095,000)	(1,060,000)	(1,285,000)	(1,109,000)
Est Remaining Available Fund Balance	\$ 20,797	\$ 160,667	\$ 360,235	\$ 359,994	\$ 561,448

Highway User Tax Account Gas Tax Fund (HUTA)

The gas tax referred to as HUTA may also be used to fund pavement rehabilitation projects. In FY 2019-20, Pittsburg is expected to receive a total of \$1,586,571 in HUTA funds. Of this amount, \$1,164,521 is allocated to pay maintenance expenses. The combination of HUTA and Measure J funds received by the City varies and yields an average of \$717,650 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, street lights, traffic signals, and street medians.

Current and Projected HUTA Funding Availability: Fund 203

GTX Highway Users Tax Account (HUTA)

Fund 203

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Project	(\$)	(\$)	(\$)	(\$)	(\$)
Est Available Fund Balance at July 1	(211,086)	11,274	42,081	31,505	29,716
Budgeted Revenues	1,586,571	1,618,302	1,650,668	1,683,682	1,717,355
Budgeted Expenses	(1,164,211)	(1,187,495)	(1,211,245)	(1,235,470)	(1,260,179)
Subtotal	211,274	442,081	481,505	479,716	486,892
ST-47 2020/21 Street Maintenance		(350,000)			
ST-48 2021/22 Street Maintenance			(400,000)		
ST-52 Annual Citywide Striping & Signage	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
ST-60 2022/23 Street Maintenance				(400,000)	
ST-98 2019/20 Street Maintenance	(150,000)				
ST-104 2023/24 Street Maintenance					(400,000)
CIP Expenditures	(200,000)	(400,000)	(450,000)	(450,000)	(450,000)
Est Remaining Available Fund Balance	\$ 11,274	\$ 42,081	\$ 31,505	\$ 29,716	\$ 36,892

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 is able to implement to below the minimum level of investment in capital projects

Measure J

Fund 204

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Project	(\$)	(\$)	(\$)	(\$)	(\$)
Est Available Fund Balance at July 1	127,537	12,405	5,670	2,401	2,666
Budgeted Revenues	877,200	894,744	912,639	930,892	949,509
Budgeted Expenses	(707,332)	(721,479)	(735,908)	(750,626)	(765,639)
Subtotal	297,405	185,670	182,401	182,666	186,537
ST-26 2019/20 Citywide Traffic Calming	(50,000)				
ST-35 2020/21 Citywide Traffic Calming		(50,000)			
ST-41 Annual Citywide Fence/Soundwall/ Streetlight Replacement/ Installation	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
ST-42 West Leland Road High Friction Surface Project HSIP 7	(110,000)				
ST-45 2021/22 Citywide Traffic Calming			(50,000)		
ST-96 Citywide Arterial Median Conversion	(25,000)	(30,000)	(30,000)	(30,000)	(30,000)
ST-101 2022/23 Citywide Traffic Calming				(50,000)	
ST-102 2023/24 Citywide Traffic Calming					(50,000)
CIP Expenditures	(285,000)	(180,000)	(180,000)	(180,000)	(180,000)
Est Remaining Available Fund Balance	\$ 12,405	\$ 5,670	\$ 2,401	\$ 2,666	\$ 6,537

that is needed to maintain the current pavement condition. In FY 2019-20, Pittsburg should receive a total of \$877,200 in Measure J funds. Of this, \$707,332 was allocated with adoption of the City Budget to cover street maintenance managed by Public Works and Engineering staff costs for designing and managing pavement projects.

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 \$0.68/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

Kirker Creek Drainage Fund					Fund 302
Project	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	371,426	\$356,066	\$340,399	\$324,418	\$308,118
Budgeted Revenues	3,000	3,060	3,121	3,184	3,247
Budgeted Expenses	(18,360)	(18,727)	(19,102)	(19,484)	(19,873)
Subtotal	356,066	340,399	324,418	308,118	291,492
CIP Expenditures	-	-	-	-	-
Est Remaining Available Fund Balance	\$ 356,066	\$ 340,399	\$ 324,418	\$ 308,118	\$ 291,492

Local Traffic Mitigation Fund (LTMF)

These fees are collected from developers to pay for developer's share of impacts to streets and traffic flow within the City. Current fee per housing unit is approximately \$8,575 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

LTMF (Local Traffic Mitigation Fund)					Fund 303
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	1,570,132	2,824,132	2,793,755	2,761,032	2,725,884
Budgeted Revenues	1,339,157	56,483	55,875	55,221	56,325
Budgeted Expenses	(85,157)	(86,860)	(88,597)	(90,369)	(92,177)
Subtotal	2,824,132	2,793,755	2,761,032	2,725,884	2,690,032
Est Remaining Available Fund Balance	\$ 824,132	\$ 2,793,755	\$ 2,761,032	\$ 2,725,884	\$ 2,690,032

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. Current average fee per residential lot is \$9,287.22. These funds are restricted to new park construction and expansion and rehabilitation of existing parks.

Current and Projected PDF Funding Availability: Fund 304

PDF	Fund 304				
Project	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1	105,185	316,036	641,663	1,160,276	1,845,727
Budgeted Revenues	951,955	842,953	1,037,186	1,205,294	1,456,762
Budgeted Expenses	(61,104)	(62,326)	(63,573)	(64,844)	(66,141)
Subtotal	996,036	1,096,663	1,615,276	2,300,727	3,236,348
PK-4 Annual Playground Replacement	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)
PK-8 Biennial Playfield Replacement	(250,000)		(250,000)		
PK-9 Annual Park Features Replacement	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)
PK-10 Biennial Restroom Replacement		(250,000)		(250,000)	
PK-13 Park and Landscaping Improvements	(200,000)				
PK-15 Annual Park Sign Replacement	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
ST-28 West Leland Road Lighting Project/Trail Lights	(25,000)				
CIP Expenditures	(680,000)	(455,000)	(455,000)	(455,000)	(205,000)
Est Remaining Available Fund Balance	\$ 316,036	\$ 641,663	\$ 1,160,276	\$ 1,845,727	\$ 3,031,348

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. Current fee per housing unit is \$18,872 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

PRTMF (Pittsburg Regional Traffic Mitigation Fund)					Fund 307
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	10,197	18,197	26,357	34,680	43,170
Budgeted Revenues	8,000	8,160	8,323	8,490	8,659
Budgeted Expenses	-	-	-	-	-
Est Remaining Available Fund Balance	\$ 18,197	\$ 26,357	\$ 34,680	\$ 43,170	\$ 51,829

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

Infrastructure Repair and Replacement Fund					Fund 310
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1	15,268	20,268	25,368	30,570	35,876
Budgeted Revenues	5,000	5,100	5,202	5,306	5,412
Budgeted Expenses	-	-	-	-	-
Est Remaining Available Fund Balance	\$ 20,268	\$ 25,368	\$ 30,570	\$ 35,876	\$ 41,288

2005 Water Bond (2005 WBond)

On December 5, 2005, City Council adopted Resolution 05-10440 authorizing a bond purchase contract for funding of several water projects.

Current and Projected 2005 Water Bond Funding Availability: Fund 500

Water Bond Proceeds					Fund 500
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	368,500	396,500	425,060	454,191	483,905
Budgeted Revenues	28,000	28,560	29,131	29,714	30,308
Budgeted Expenses	-	-	-	-	-
Est Remaining Available Fund Balance	\$ 396,500	\$ 425,060	\$ 454,191	\$ 483,905	\$ 514,213

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 \$22.68/mo for a ¾" meter to \$2,603.61/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.

Current and Projected Water Operations Fund Funding Availability: Fund 501

WOF		Fund 501			
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	9,224,036	9,680,779	8,870,157	9,692,822	7,449,441
Budgeted Revenues	23,132,879	23,595,537	24,067,447	24,548,796	25,039,772
Oper. Budgeted Expenses	(21,046,674)	(21,467,607)	(21,896,960)	(22,334,899)	(22,781,597)
Capital Equip & Tsfrs Out	(454,462)	(463,551)	(472,822)	(482,279)	(491,924)
Subtotal	10,855,779	11,345,157	10,567,822	11,424,441	9,215,692
W-6 Water Treatment Plant Capital Repairs and Improvements	(75,000)	(75,000)	(75,000)	(75,000)	(75,000)
W-8 2020/21 Water Main Installation/Replacement Program (Pittsburg Heights)	(400,000)	(1,000,000)			
W-11 Automatic Water Meter Reading System	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
W-34 Water Treatment Plant Disinfection Modification and Conversion		(1,000,000)			
W-39 Filter Media Replacement Project	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
W-40 2021/22 Water Main Installation/Replacement Program (West Santa Fe)			(400,000)	(3,000,000)	
W-102 2022/23 Water Main Installation Replacement Program (Cental Addition Phase 1)				(500,000)	(1,900,000)
W-107 Bodega Court Water System Loop Project	(300,000)				
CIP Expenditures	(1,175,000)	(2,475,000)	(875,000)	(3,975,000)	(2,375,000)
(30% Reserve Required)	(6,314,002)	(6,440,282)	(6,569,088)	(6,700,470)	(6,834,479)
Est Remaining Available Fund Balance	\$ 3,366,777	\$ 2,429,875	\$ 3,123,734	\$ 748,971	\$ 6,213

Water Facility Reserve Fund (WFR) Treatment Plant 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 \$5,000. 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 Funding Availability Various WFR Accounts:**WFR Treatment Plant: Fund 502**

WFR - Treatment Plant Expansion					Fund 502
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	950,070	638,872	151,649	154,682	157,776
Budgeted Revenues	88,802	12,777	3,033	3,094	3,156
Budgeted Expenses	-	-	-	-	-
Subtotal	1,038,872	651,649	154,682	157,776	160,932
W-34 Water Treatment Plant Water Disinfection Modification and Conversion	(400,000)	(500,000)			
CIP Expenditures	(400,000)	(500,000)	-	-	-
Est Remaining Available Fund Balance	\$ 638,872	\$ 151,649	\$ 154,682	\$ 157,776	\$ 160,932

WFR Water Distribution: Fund 503

WFR - Distribution					Fund 503
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	(13,297)	34,097	34,779	35,475	36,184
Budgeted Revenues	47,394	682	696	709	724
Budgeted Expenses	-	-	-	-	-
Est Remaining Available Fund Balance	\$ 34,097	\$ 34,779	\$ 35,475	\$ 36,184	\$ 36,908

WFR Zone I/II Reservoir: Fund 504

WFR - Zone I/II Reservoir

Fund 504

Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	984,905	994,905	1,014,803	1,035,099	1,055,801
Budgeted Revenues	10,000	19,898	20,296	20,702	21,116
Budgeted Expenses	-				
Est Remaining Available Fund Balance	\$ 994,905	\$ 1,014,803	\$ 1,035,099	\$ 1,055,801	\$ 1,076,917

WFR 20" SE Hills Water Transmission: Fund 505

WFR - 20" SE Hills Water Transmission

Fund 505

Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	220,229	268,641	274,014	279,494	285,084
Budgeted Revenues	48,412	5,373	5,480	5,590	5,702
Budgeted Expenses	-				
Est Remaining Available Fund Balance	\$ 268,641	\$ 274,014	\$ 279,494	\$ 285,084	\$ 290,786

WFR SW Hills Water Facility: Fund 506

WFR - SW Hills Water Facility

Fund 506

Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	(0)	123,220	123,220	123,220	123,220
Budgeted Revenues	123,220				
Budgeted Expenses					
Est Remaining Available Fund Balance	\$ 123,220	\$ 123,220	\$ 123,220	\$ 123,220	\$ 123,220

WFR SW Hills Phase III Pipe: Fund 507

WFR - SW Hills Phase III Pipe

Fund 507

Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	587,036	614,876	627,174	639,717	652,511
Budgeted Revenues	27,840	12,298	12,543	12,794	13,050
Budgeted Expenses	-	-	-	-	-
Est Remaining Available Fund Balance	\$ 614,876	\$ 627,174	\$ 639,717	\$ 652,511	\$ 665,562

WFR SW Hills Phase III Pump: Fund 508

WFR - SW Hills Phase III Pump

Fund 508

Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	-	-	-	-	-
Budgeted Revenues	-	-	-	-	-
Budgeted Expenses	-	-	-	-	-
Est Remaining Available Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -

WFR Water Treatment Plant Sludge Handling: Fund 509

WFR - Water Treatment Plant Sludge Handling

Fund 509

Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	260,460	359,678	366,872	374,209	381,693
Budgeted Revenues	99,218	7,194	7,337	7,484	7,634
Budgeted Expenses	-	-	-	-	-
Est Remaining Available Fund Balance	\$ 359,678	\$ 366,872	\$ 374,209	\$ 381,693	\$ 389,327

WFR Zone 1 Reservoir: Fund 510

WFR - Zone 1 Reservoir					Fund 510
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	663,285	888,597	906,369	924,496	942,986
Budgeted Revenues	225,312	17,772	18,127	18,490	18,860
Budgeted Expenses	-				
Est Remaining Available Fund Balance	\$ 888,597	\$ 906,369	\$ 924,496	\$ 942,986	\$ 961,846

WFR Zone 2 Reservoir: Fund 511

WFR - Zone 2 Reservoir					Fund 511
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	114,085	115,485	117,795	120,151	122,554
Budgeted Revenues	1,400	2,310	2,356	2,403	2,451
Budgeted Expenses	-				
Est Remaining Available Fund Balance	\$ 115,485	\$ 117,795	\$ 120,151	\$ 122,554	\$ 125,005

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 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.

Current and Projected Sewer Operations Fund Funding Availability: Fund 521

SOF - Sewer Maintenance		Fund 521			
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	1,215,217	\$1,002,285	\$1,611,094	\$1,142,080	\$1,895,685
Budgeted Revenues	5,198,500	5,302,470	5,408,519	5,516,690	5,627,024
Oper. Budgeted Expenses	(3,230,108)	(3,294,710)	(3,360,604)	(3,427,816)	(3,496,373)
Capital Equip & Tsfrs Out	(881,324)	(898,950)	(916,929)	(935,268)	(953,973)
Est Fund Balance	\$2,302,285	\$2,111,094	\$2,742,080	\$2,295,685	\$3,072,363
SS-2 FY 22/23 Sewer Replacement/Rehabilitation Project (Central Addition Phase I)				(400,000)	(2,000,000)
SS-34 2016/17 Sewer Replacement/ Rehabilitation Program (Project 20)	(1,300,000)				
SS-36 21/22 Sewer Replacement/Rehabilitation(11th Street Area)		(500,000)	(1,600,000)		
CIP Expenditures	(1,300,000)	(500,000)	(1,600,000)	(400,000)	(2,000,000)
30% Reserve Required	(969,032)	(988,413)	(1,008,181)	(1,028,345)	(1,048,912)
Est. Remaining Available Fund Balance	\$ 33,253	\$ 622,681	\$ 133,899	\$ 867,340	\$ 23,451

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 \$3,216. 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

SFR - Collection System Capacity Buy-In

Fund 522

Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	510,893	703,292	717,358	731,705	746,339
Budgeted Revenues	192,399	14,066	14,347	14,634	14,927
Budgeted Expenses					
Est. Fund Balance	703,292	717,358	731,705	746,339	761,266
SS-2 FY 22/23 Sewer Replacement/Rehabilitation Project (Central Addition Phase I)					(500,000)
CIP Expenditures					(500,000)
Est Remaining Available Fund Balance	\$ 703,292	\$ 717,358	\$ 731,705	\$ 746,339	\$ 261,266

Sewer Facility Reserve Fund (SFR) Highway 4 Trunk Line

This fund is used for expansion and upgrade of the sewer system to account for increased usage with new development.

Current and Projected Funding Availability: Fund 523

Sewer Facility Reserve Highway 4 Trunk Line

Fund 523

Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	20,536	20,826	21,243	21,667	22,101
Budgeted Revenues	290	417	425	433	442
Budgeted Expenses	-				
Est Remaining Available Fund Balance	\$ 20,826	\$ 21,243	\$ 21,667	\$ 22,101	\$ 22,543

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 reserve.

Current and Projected Waterfront Operations Funding Availability: Fund 540

Waterfront Operations		Fund 540			
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	568,954	1,095,847	1,633,278	2,181,457	2,331,290
Budgeted Revenues	1,850,912	1,887,930	1,925,689	1,964,203	2,003,487
Operating Budgeted Expenses	(1,285,676)	(1,311,390)	(1,337,617)	(1,364,370)	(1,391,657)
Capital/Tsfrs-Out	(38,343)	(39,110)	(39,892)	(40,690)	(41,504)
Est Fund Balance	\$1,095,847	\$1,633,278	\$2,181,457	\$2,740,600	\$2,901,615
30% Reserve Required	(385,703)	(393,417)	(401,285)	(409,311)	(417,497)
Est Remaining Available Fund Balance	\$ 710,144	\$ 1,239,861	\$ 1,780,172	\$ 2,331,290	\$ 2,484,118

Marina Enterprise Fund (ME)

The Marina Enterprise Fund is composed of funds collected at the marinas in Pittsburg 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

Marina Enterprise Fund		Fund 550			
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	841,496	\$797,464	\$772,951	747,948	\$722,446
Budgeted Revenues	2,144,852	2,187,749	2,231,504	2,276,134	2,321,657
Operating Budgeted Expenses	(2,131,890)	(2,174,528)	(2,218,018)	(2,262,379)	(2,307,626)
Capital/Tsfrs-Out	(36,994)	(37,734)	(38,489)	(39,258)	(40,043)
Est Fund Balance	\$817,464	\$772,951	\$747,948	\$722,446	\$696,433
M-11 Marina Infrastructure Repair & Replacement	(\$20,000)				
CIP Expenditures	(20,000)	\$0	\$0	\$0	\$0
30% Reserve Required	(639,567)	(652,358)	(665,406)	(678,714)	(692,288)
Est Remaining Available Fund Balance	\$ 157,897	\$ 120,593	\$ 82,543	\$ 43,732	\$ 4,145

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 reliable 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

Island Energy					Fund 580
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	2,995,148	2,336,975	2,306,039	2,582,483	2,866,457
Budgeted Revenues	6,265,000	6,390,300	6,518,106	6,648,468	6,781,437
Operating Budgeted Expenses	(5,709,381)	(5,823,569)	(5,940,040)	(6,058,841)	(6,180,018)
Capital Equip & Tsfrs	-\$193,792	-\$197,668	-\$201,621	-\$205,654	-\$209,767
Est Fund Balance	\$ 3,356,975	\$ 2,706,039	\$ 2,682,483	\$ 2,966,457	\$ 3,258,110
PP-2 Duct Bank/Vault Replacements	(50,000)	(100,000)			
PP-4 Repurpose Station E	(350,000)				
PP-5 Waterfront Area Reliability Project	(500,000)	(200,000)			
PP-8 Outage Recovery Project	(120,000)	(100,000)	(100,000)	(100,000)	(100,000)
CIP Expenditures	(1,020,000)	(400,000)	(100,000)	(100,000)	(100,000)
30% Reserve Required	(1,712,814)	(1,747,071)	(1,782,012)	(1,817,652)	(1,854,005)
Est Remaining Available Fund Balance	\$ 624,161	\$ 558,968	\$ 800,471	\$ 1,048,805	\$ 1,304,105

Pittsburg Power (PPC)

Current and Projected Pittsburg Power Funding Availability: Fund 590

Pittsburg Power		Fund 590			
Description	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)
Est Available Fund Balance at July 1, 2019	2,128,476	2,523,951	2,920,034	3,316,517	3,188,040
Budgeted Revenues	2,775,185	2,830,689	2,887,302	2,945,049	3,003,949
Operating Budgeted Expenses	(1,649,513)	(1,682,503)	(1,716,153)	(1,750,476)	(1,785,486)
Capital Exp/tsfrs-out	(730,197)	(752,103)	(774,666)	(797,906)	(813,864)
Est Fund Balance	\$ 2,523,951	\$ 2,920,034	\$ 3,316,517	\$ 3,713,183	\$ 3,592,639
30% Reserve Required	(494,854)	(504,751)	(514,846)	(525,143)	(535,646)
Est Remaining Available Fund Balance	\$2,029,097	\$2,415,283	\$ 2,801,671	\$3,188,040	\$3,056,994

Other Potential Funding Sources

Developer Funding (direct developer contributions)

Various Grants

National Pollution Discharge Elimination System (NPDES)

PG&E Rule 20A & 20B (credits)

SOURCE FUND BALANCE SUMMARY

The following table summarizes the current and projected major source annual remaining fund balances for the 5-year CIP. Amounts shown are remaining balances by fund after project funds are encumbered for scheduled CIP projects for each fiscal year.

Summary of Projected Funding Source Remaining Funds:

Available Funding Summary					
Fund	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Gas Tax HUTA-203	\$11,274	\$42,081	\$31,505	\$29,716	\$36,892
Measure J-204	\$12,405	\$5,670	\$2,401	\$2,666	\$6,537
RMRA Gas Tax-228	\$20,797	\$160,667	\$360,235	\$359,994	\$561,448
Kirker Creek-302	\$356,066	\$340,399	\$324,418	\$308,118	\$291,492
Local Traffic Mitigation-303	\$2,824,132	\$2,793,755	\$2,761,032	\$2,725,884	\$2,690,032
Park Dedication-304	\$316,036	\$641,663	\$1,160,276	\$1,845,727	\$3,031,348
PRTMF-307	\$18,197	\$26,357	\$34,680	\$43,170	\$51,829
Infrastructure Fund-310	\$20,268	\$25,368	\$30,570	\$35,876	\$41,288
Water Bond Proceeds-500	\$396,500	\$425,060	\$454,191	\$483,905	\$514,213
Water Operation Fund-501	\$3,366,777	\$2,429,875	\$3,123,734	\$748,971	\$6,213
WTP Expansion-502	\$638,872	\$151,649	\$154,682	\$157,776	\$160,932
Water Distribution-503	\$34,097	\$34,779	\$35,475	\$36,184	\$36,908
Zone I/II Reservoir-504	\$994,905	\$1,014,803	\$1,035,099	\$1,055,801	\$1,076,917
20" Transmission SE Hills-505	\$268,641	\$274,014	\$279,494	\$285,084	\$290,786
SW Hills Water-506	\$123,220	\$123,220	\$123,220	\$123,220	\$123,220
SW Hills Phase III Pipe-507	\$614,876	\$627,174	\$639,717	\$652,511	\$665,562
SW Hills Phase III Pump	\$0	\$0	\$0	\$0	\$0
WTP Sludge Handling	\$359,678	\$366,872	\$374,209	\$381,693	\$389,327
Zone 1 Reservoir	\$888,597	\$906,369	\$924,496	\$942,986	\$961,846
Zone 2 Reservoir	\$115,485	\$117,795	\$120,151	\$122,554	\$125,005
Sewer Operation Fund	\$33,253	\$622,681	\$133,899	\$867,340	\$23,451

Fund	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Sewer Facility Reserve Hwy 4 Trunk	\$20,826	\$21,243	\$21,667	\$22,101	\$22,543
Waterfront Operations	\$710,144	\$1,239,861	\$1,780,172	\$2,331,290	\$2,484,118
Marina	\$157,897	\$120,593	\$82,543	\$43,732	\$4,145
Island Energy	\$624,161	\$558,968	\$800,471	\$1,048,805	\$1,304,105
Pittsburg Power	\$2,029,097	\$2,415,283	\$2,801,671	\$3,188,040	\$3,056,994
Ending Available Fund Balance	\$15,659,492	\$16,203,554	\$18,321,714	\$18,589,482	\$18,218,414

CIP PROJCT SCHEDULE

STREET PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding/Source (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
ST-1	Range Road Overcrossing	25,000,000								0
ST-2	BART Pedestrian/Bicycle Connectivity	4,578,000	4,528,000 OBAG 2 58,000 TDA, 600,000 PBTF, 50,000 Local Match	4,578,000						4,578,000
ST-4	Delta DeAnza Trail Roadway Crossing Improvement	150,000	\$120,000 TDA (N)		120,000					120,000
ST-5	Streetscapes/Median Landscaping	520,000								0
ST-6	Bailey Road Interim Repairs	615,000								0
ST-7	Range Road Sidewalk Widening	120,000	55,000 HUTA 65,000 TDA	120,000						120,000
ST-9	Intersection Geometric Improvements (San Marco Boulevard/ W. Leland Road) Geometric Improvements	125,000								0
ST-10	El Pueblo Area Reconstruction/ADA Improvements Phase II	300,000								0
ST-11	2018/19 Citywide Pavement Management	400,000	400,000 HUTA	400,000						400,000
ST-12	San Marco Blvd Widening	125,000								0
ST-14	2019/20 CDBG Project	331,200	331,200 CDBG		331,200					331,200
ST-15	East Third Street Streetscape Improvements	1,500,000								0

10/8/2019

STREET PROJECTS
Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding/Source (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
ST-18	2018/19 Citywide Traffic Calming	100,000	100,000 MJ	100,000						100,000
ST-21	Railroad Ave./Leland Rd. Geometric Improvements	525,000								0
ST-22	Bailey Rd. Route 4 Ramp Turn Lane Modifications	105,000								0
ST-23	Left Turn Lane Bailey Rd/Willow Ave	200,000								0
ST-24	SB1-2020/21 Pavement Management	700,000	700,000 RMRA (F)			1,010,888				1,010,888
ST-25	Rebuild Range Road/Willow Pass Road Interchange	4,200,000								0
ST-26	2019/20 Citywide Traffic Calming	50,000	50,000 HUTA (N)		50,000					50,000
ST-27	Bailey Road Operational Safety Improvements	300,000								0
ST-28	West Leland Street Lighting Project (Railroad Avenue to Crestview Drive & Crestview @ Trail)	760,000	458,000 HUTA 277,000 CCIF 25,000 PDF (N)	735,000	25,000					760,000
ST-29	Westbound Hwy 4 Offramp at Railroad Avenue	12,100,000								0
ST-30	E. Leland Rd./Los Medanos College (eastern entrance)	420,000								0
ST-31	Century Boulevard Class III Bicycle Facility	60,000								0
ST-32	Century Boulevard Class II Bicycle Lanes	75,000								0
ST-33	SB1-2021/22 Pavement Management	925,000	925,000 RMRA (F)				1,034,805			1,034,805

STREET PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding/Source (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
ST-34	West Leland Road Safety Improvements	150,000								0
ST-35	2020/21 Traffic Calming Project	50,000	50,000 MJ (F)			50,000				50,000
ST-36	James Donlon Boulevard Extension (Design/Construction)	95,610,000	1,880,000 LTMF 14,220,000 Developer Obligated LTMF 63,404,800 RTMF 14,495,200 TBD	6,200,000						6,200,000
ST-38	West Leland Road Pavement Markers/Markings and Speed Signage Improvements	376,800	376,800 HSIP	376,800						376,800
ST-41	Annual Citywide Fence/Soundwall/ Streetlight Replacement/ Installation	600,000	100,000 MJ (N) 500,000 MJ (F)	100,000	100,000	100,000	100,000	100,000	100,000	500,000
ST-42	West Leland High Friction Surface Treatment	718,000	110,000 MJ (N) 547,920 HSIP 60,880 HUTA	608,800	110,000					718,800
ST-43	West Leland Road Pavement Delineation, Warning Signage, High Visibility Crosswalk Improvements and Traffic Signal Modification at Range Road	265,900	265,900 HSIP	265,900						265,900
ST-44	Citywide Sidewalk Replacement	85,000								0
ST-45	2021/22 Traffic Calming	50,000	50,000 MJ (F)				50,000			50,000

STREET PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding/Source (\$)	CIP Funding Schedule						Total Funding	
			Funding Available (N) = New allocation (F) = Future	Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)		
ST-47	2020/21 Street Maintenance Project (PW)	400,000	\$350,000 HUTA(F) 50,000 RMRA (F)				400,000				400,000
ST-48	2021/22 Street Maintenance Project	400,000	\$400,000 HUTA(F)					400,000			400,000
ST-49	Marina Blvd. Improvements (Marina Master Plan Phase III)	1,550,000									0
ST-50	Railroad Avenue Northbound Right-Turn Lane at Highway 4	300,000									0
ST-51	Stoneman Avenue Pedestrian Safety Improvements	880,000	880,000 HSIP8		880,000						880,000
ST-52	Annual Citywide Striping & Signage	300,000	50,000 HUTA 50,000 HUTA (N) 200,000 HUTA (F)		50,000	50,000	50,000	50,000	50,000	50,000	300,000
ST-54	Avila Road Widening	11,520,000									0
ST-55	W. Leland Road Extension Phase II (San Marco to Avila)(3011)	5,857,000	50,000 LTMF		50,000						50,000
ST-56	San Marco Boulevard	14,038,000	100,000 LTMF		100,000						100,000
ST-57	Pittsburg-Antioch Highway Widening	11,070,000									0
ST-58	Pittsburg-Antioch Highway Two-Way Left Turn Lanes	300,000									0
ST-59	SB1-2022/23 Pavement Management	950,000	950,000 RMRA (F)						950,000		950,000
ST-60	2022/23 Pavement Management	400,000	400,000HUTA (F)						400,000		400,000

STREET PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding/Source (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
ST-62	California Avenue Widening Phase III (Harbor to Marina Blvd. / Black Diamond St./ East Fifth St. Intersection Improvements)	10,035,000								0
ST-63	Linscheid Drive Traffic Calming Project	95,000								0
ST-64	School Area Pedestrian Countdown Signal	100,000								0
ST-67	Presidio Lane Pedestrian Safety Improvements	100,000								0
ST-69	Willow Pass Road Class III Bicycle Facility	25,000								0
ST-72	Patch Paving, Sealing & Striping	200,000								0
ST-73	Intersection Geometric Improvements (Bailey Road & West Leland Road)	500,000	500,000 GF							500,000
ST-95	Citywide Arterial Median Conversion	3,000,000								0
ST-96	2019/20 Street Maintenance	145,000	25,000 Measure J (N) 120,000 Measure J (F)		25,000	30,000	30,000	30,000	30,000	145,000
ST-98	SB-1 FY 19/20 Pavement Management	322,427	172,427 RMRA (N) 150,000 HUTA(N)		322,427					322,427
ST-99	2020/21 STP/OBAG II Pavement Improvement Project	895,000	895,000 RMRA (N)		895,000					895,000
ST-100	2022/23 Citywide Traffic Calming	2,690,000	\$100,000 HUTA \$180,000 RMRA (F) \$2,410,000 OBAG2(STP (F)		100,000	2,590,000				2,690,000
ST-101	2023/24 Citywide Traffic Calming	50,000	\$50,000 MJ (F)					50,000		50,000
ST-102		50,000	50,000 MJ (F)						50,000	50,000

STREET PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding/Source (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
ST-103	SB-1 FY 23/24 Pavement Management	974,000	974,000 RMRA (F)						974,000	974,000
ST-104	2023/24 Street Maintenance Project	400,000	400,000 HUTA (F)						400,000	400,000
TOTALS		219,736,327		15,064,500	2,128,627	4,230,888	1,664,805	1,580,000	1,604,000	26,272,820

SIGNAL PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$)	CIP Funding Schedule						Total Funding
				Available (N) = New allocation (F) = Future allocation	Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	
S-2	Street Name Sign LED Conversion	200,000								0
S-4	Harbor Street/ Stoneman Avenue	300,000								0
S-6	Traffic Signal Modification Kirker Pass Rd/Pheasant Dr	50,000								0
S-8	2019/20 Traffic Signal Modification Project	135,000	135,000 RMRA(N)			135,000				135,000
S-9	Leland Rd. Signal Interconnect	380,000								0
S-10	Buchanan Rd. Signal Interconnect	525,000								0
S-11	2022/23 Traffic Signal Modification Project	135,000	135,000 RMRA(F)						135,000	135,000
S-12	Opticom and Transit Priority Control	200,000								0
S-13	Installation of Emergency Vehicle Preemption at 6 Intersections	50,000								0
S-14	Wireless Traffic Signal Communication	305,000								0
S-15	2020/21 Traffic Signal Modification Project	135,000	135,000 RMRA(F)				135,000			135,000
S-16	2021/22 Traffic Signal Modification Project	135,000	135,000 RMRA(F)					135,000		135,000

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SIGNAL PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$) Available (N) = New allocation (F) = Future allocation	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
S-17	2023/24 Traffic Signal Modification Project	135,000	135,000 RMRA(F)						\$135,000	135,000
S-18	HSP 9 Citywide Traffic Signal Improvement Project	1,110,000	1,065,600 HSIP 44,400 RMRA (N)	1,065,600	44,400					1,110,000
S-19	Traffic Adaptive Coordinator Signal Project	300,000								0
S-24	Bailey Road Signal Interconnects	210,000								0
S-25	Loveridge Road Signal Interconnects	150,000								0
S-26	Railroad Avenue/3rd Street	300,000								0
S-27	Harbor Street/Central Avenue	330,000								0
S-30	Railroad Avenue/School Street	300,000								0
TOTALS		5,385,000		1,065,600	179,400	179,400	135,000	135,000	135,000	1,785,000

WATER PROJECTS
Project Summary

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$)	CIP Funding Schedule						Total Funding
			Identified Funding Available (N) = New allocation (F) = Future allocation	Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
W-2	Hillview Reservoir coating (exterior)	350,000								0
W-4	Riverview/Alturis 12" Canal Crossing	150,000								0
W-5	Zone I/II Boundary Adjustments (Harbor, Leland, Railroad)	1,133,000								0
W-6	WTP Capital Repairs and Improvements (5058)	525,000	150,000 WOF 75,000 WOF (N) 300,000 WOF(F)	150,000	75,000	75,000	75,000	75,000		525,000
W-7	24" / 20" / 16" / 12" Main Buchanan Rd Phase 2 (Seg 1 & 6)(WTP to SE Hills)	1,522,000								0
W-8	2020/21 Water Main Installation/ Replacement Program (Pittsburg Heights)	3,000,000			400,000	1,000,000				1,400,000
W-10	Highlands Ranch Reservoir Recoating	200,000								0
W-11	Automatic Water Meter Reading System (5030)	4,006,793	2,506,793 WOF 300,000(N) WOF 1,200,000(F) WOF	2,506,793	300,000	300,000	300,000	300,000	300,000	4,006,793
W-15	12" Main Stoneman Ave (Harbor to Loveridge)	800,000								0
W-17	2016/17 WTP Sludge Removal (5055)	250,000	250,000 WOF	250,000						250,000
W-21	Convert Backyard Services in Central Addition to Street	9,400,000								0

WATER PROJECTS
Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$)	CIP Funding Schedule						Total Funding
				Identified Funding Available (N) = New allocation (F) = Future allocation	Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	
W-24	Pittsburg-Antioch Highway Waterline Improvements (eastern loop)	1,200,000								0
W-28	Highlands Ranch Zone 2 (1.4 MG) Reservoir (T-9)	5,250,000	City 44% Dev 56%							0
W-29	WTP Filter Backwash Management - 1.5 MGD Package Treatment Unit (Phase I)	1,500,000								0
W-30	WTP Filter Backwash Management - 1.5 MGD Package Treatment Unit (Phase II)	750,000								0
W-31	WTP 0.5 MG Filter Backwash Basin	3,000,000								0
W-33	WTP Mechanical Sludge Dewatering	2,000,000								0
W-34	WTP Disinfection Modification and Conversion	1,900,000	400,000 WFR(N) 1,000,000 WOR(F) 500,000 WFR(F)			400,000	1,500,000			1,900,000

WATER PROJECTS
Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$)	CIP Funding Schedule						Total Funding
				Identified Funding Available (N) = New allocation (F) = Future allocation	Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	
W-39	Annual Filter Media Replacement	600,000	100,000 WOF 100,000 WOF(N) 400,000 WOF(F)	100,000	100,000	100,000	100,000	100,000	100,000	600,000
W-40	2022/23 Water Main Installation/ Replacement Program	3,400,000	400,000 WOF (F) 3,000,000 (F)				400,000	3,000,000		3,400,000
W-50	1.3 MG Zone I water tank (T-10)	5,300,000	Dev							0
W-61	20" Main W. Leland (WTP to SW Hills) Phase I (SEG 3W, 6W)(5071)	3,000,000	1,796,000 WFR 1,204,000 2005 Wbond	3,000,000						3,000,000
W-63	20" Main W. Leland (WTP to SW Hills) Phase 2 (SEG 1W, 2W)	2,700,000								0
W-101	WTP Capital Repairs/ Filter Rehabilitation (5050)	1,267,146	1,267,146 WOF	1,267,146						1,267,146
W-102	2023/24 Water Main Installation Replacement Program	2,400,000	2,400,000 WOF (F)					500,000	1,900,000	2,400,000
W-106	2016/17 Water Main Installation/ Replacement Program (5054) See SS-34 (Cornwall Neighborhood)	6,317,500	(70,672) WFR (503) (940,000) Wbond	-1,010,672						(1,010,672)
W-107	Bodega Court Water System Loop Project	300,000	\$300,000 WOF (N)		300,000					300,000
TOTALS		56,921,439		6,263,267	1,575,000	2,975,000	875,000	3,975,000	2,375,000	18,038,267

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SEWER PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$)	CIP Funding Schedule						Total Funding	
				Identified Funding Available (N) = New allocation (F) = Future allocation	Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)		FY 2023-24 (\$)
SS-1	Citywide Sewer Inspection Project (5119)	112,410	112,410 SOF	112,410							112,410
SS-2	2022/23 Sewer Replacement/ Rehabilitation Program (Central Addition Phase I)	2,900,000	2,400,000 SOF(F) 500,000 SFR (F)						400,000	2,500,000	2,900,000
SS-4	Sewer Master Plan Update	175,000	175,000 SOF	175,000							175,000
SS-20	P/A Highway Sewer Line Improvements	605,000									0
SS-23	Highway 4 Trunk Line Relief (Segment A) (2007-09)(5201)	3,404,000	200,000 SFR	200,000							200,000
SS-24	Bart Specific Plan Sewer Main	284,000									0
SS-29	Highway 4 Trunk Line Relief (Segment B)	1,554,000									0
SS-30	2014/15 Sewer/Water Replacement/ Rehabilitation Program (5204)	10,000,000	8,300,000 SOF 950,000 WOF 750,000 WFR	10,000,000							10,000,000

SEWER PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$) Identified Funding Available (N) = New allocation (F) = Future allocation	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
SS-31	Oak Hills Center Sewer Main	650,000								0
SS-34	2016/17 Sewer Replacement/ Rehabilitation Program (5205)	12,927,500	1,300,000 SOF (N) 4,850,000 SOF 460,000 SFR 5,300,000 WOF 940,000 Wbond 77,500 WFR 503	11,627,500	1,300,000					12,927,500
SS-36	2020/21 Sewer Replacement/ Rehabilitation Program (11th Street Area)	2,100,000	2,100,000 SOF (F)			500,000	1,600,000			2,100,000
TOTALS		34,711,910		22,114,910	1,300,000	500,000	1,600,000	400,000	2,500,000	28,414,910

STORM DRAINAGE PROJECTS Project Summary

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
SD-1	Sugartree Channel Project (Contra Costa Canal to EBMUD)	675,000								0
SD-2	Buchanan Park Parking Lot Retrofit	975,000								0
SD-3	Full Trash Capture Device (California Avenue and Loveridge Road)	250,000								0
SD-4	Full Trash Capture Devices (Citywide)	50,000								0
SD-5	W. 8th Street Storm Drain Pump Station	180,000								0
SD-6	Praxair Storm Water Diversion for Kirker Creek East of Loveridge Road	1,250,000								0
SD-7	W. Leland Road Storm Drainage Improvements (Crestview Dr. to Burton Ave.)	680,000								0
SD-8	Storm Drain Repairs on Buchanan Road/ West Leland Road	275,000								0
SD-9	Americana Park/North Parkside Storm Drainage Project (2009-01)(8336)	700,000	120,000 CCIF 580,000 IRRF	700,000						700,000
SD-10	Kirker Creek Improvement (Loveridge Rd to Dow Channel)	1,210,000								0
SD-11	Storm Drain Master Plan Update	400,000								0
SD-12	Kirker Creek Watershed Hwy 4 to Garcia	1,725,000								0
SD-13	Kirker Creek Watershed Leland Rd to Contra Costa Canal	395,000								0
SD-14	Kirker Creek Watershed Contra Costa Canal to Buchanan Road	350,000								0

STORM DRAINAGE PROJECTS Project Summary

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$)	CIP Funding Schedule						Total Funding
			Funding Available (N) = New allocation (F) = Future	Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
SD-15	Kirker Creek Watershed Buchanan Road to Kingswood	2,060,000								0
SD-16	Kirker Creek Watershed Ventura Area	140,000								0
SD-17	Kirker Creek Watershed Stoneman Ave/Contra Costa Canal	1,005,000								0
SD-18	Kirker Creek Watershed LMC Area	635,000								0
SD-19	Lawlor Creek Watershed Hwy 4 to Leland	430,000								0
SD-20	Lawlor Creek Watershed Contra Costa Canal to Santa Maria Drive	165,000								0
SD-21	Lawlor Creek Watershed Leland Road to Oak Hills Circle	460,000								0
SD-22	Watershed 4 Willow Pass Road and Contra Costa Canal	105,000								0
SD-23	Watershed 4 Leland Road to Sugartree Drive	195,000								0
SD-24	Watershed 4 Rock Ridge Way to End of Jacqueline Drive	670,000								0
SD-25	Watershed 5 Hwy 4 to Paige Court	55,000								0
SD-26	Watershed 6 City Park Storm Drain	600,000								0
SD-27	Watershed 6 Hwy 4 to Andrea Way	90,000								0
SD-28	Watershed 6 Parkside Drive Storm Drain	85,000								0
SD-29	Watershed 6 Dover Way Storm Drain	980,000								0
SD-30	Watershed 6 Leland Road/Arlington Drive to Kingston Place/Crestview Drive	1,250,000								0
SD-31	Watershed 6 Contra Costa Canal/Crestview Drive to Ramona Drive/Linscheid Drive	1,285,000								0

STORM DRAINAGE PROJECTS Project Summary

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$)	CIP Funding Schedule						Total Funding
			Funding Available (N) = New allocation (F) = Future	Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
SD-32	Watershed 6 Harbor Street/River Outfall to Harbor Street/School Street	1,225,000								0
SD-33	Watershed 6 Stone Harbour Drive/Morro Drive to Brighton Drive	440,000								0
SD-34	Watershed 6 Cumberland Drive/3rd Street to Railroad Avenue/7th Street	510,000								0
SD-35	Watershed 6 Marina Boulevard and Bayside Drive	150,000								0
SD-36	Watershed 6 8th Street/Railroad Avenue to 8th Street Outfall/Montezuma Slough	1,000,000								0
SD-37	Montezuma Pump Station Replacement Project	425,000	\$125,000 SOF 300,000 KKDF (N)	425,000						425,000
SD-39	Railroad & Civic Avenue Bioretention	520,000								0
SD-40	Environmental Center Parking Area Improvements	780,000								0
SD-41	Frontage Road Green Path	1,200,000								0
SD-42	Marina Parking Lot Modifications	650,000								0
SD-43	City Parking Lot Retrofit at Pittsburg/Antioch Hwy	780,000								0
SD-44	Railroad Avenue Bulb-Out Retrofit	1,000,000								0
SD-45	Range Road Roadway Bioretention	910,000								0
SD-46	Riverview Park Green Infrastructure Project	780,000								0
SD-47	Americana Park Detention Basin and Drainage Retrofits	800,000								0
SD-48	Willow Pass Road Roadway Bioretention	550,000								0

STORM DRAINAGE PROJECTS Project Summary

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
	TOTALS	31,045,000		1,125,000	0	0	0	0	0	1,125,000

BUILDING PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$)	CIP Funding Schedule						Total Funding	
				Available (N) = New allocation (F) = Future allocation	Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)		FY 2023-24 (\$)
B-2	Corporation Yard Fueling System Replacement Project	400,000	\$400,000 Building & Fleet Maintenance			400,000					400,000
B-5	Police Evidence & Intake Room Improvements	350,000	\$100,000 Building Maintenance			100,000					100,000
B-6	Police Evidence Storage Building	TBD									0
B-7	Civic Center Repair	120,000	40,000 GF (N) 80,000 GF		80,000	40,000					120,000
B-12	Purchase Corp Yard Annex 359 E 12th St	1,650,000									0
B-52	Civic Center Parking Structure	5,000,000									0
B-53	Downtown Surface Parking Lot	1,500,000									0
B-54	Downtown Parking Structure	5,000,000									0
B-55	Civic Center/Senior Center EOC Upgrades	100,000	20,000 GF (N) 60,000 GF		60,000	20,000					
B-56	Police Department Women's Locker Room Expansion	TBD	\$50,000 GF (N)			50,000					50,000
TOTALS		14,120,000		140,000	610,000	0	0	0	0	0	750,000

PARK PROJECTS
Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$) Available (N) = New allocation (F) = Future allocation	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
PK-1	Central Harbor Park Restrooms	482,000								0
PK-2	Old Growth Tree Care	100,000								0
PK-3	Small World Park Improvements	20,000	20,000 (PDF)	20,000						20,000
PK-4	Annual Playground Replacement Project	480,000	80,000 PDF 80,000 PDF(N) 320,000 PDF(F)	80,000	80,000	80,000	80,000	80,000	80,000	480,000
PK-5	CASP Accessibility Improvements in Parks	150,000								0
PK-6	City Park Soccer Field Turf Replacement	250,000	250,000 PDF	250,000						250,000
PK-7	De Anza Park Walkway Rehabilitation and Basketball Court	500,000								0
PK-8	Biennial Playfield Replacement	500,000	250,000 PDF(N) 250,000 PDF(F)		250,000		250,000			500,000
PK-9	Annual Park Features Replacement Project	450,000	75,000 PDF 75,000 PDF(N) 300,000 PDF(F)	75,000	75,000	75,000	75,000	75,000	75,000	450,000
PK-10	Biennial Restroom Replacement/Rehabilitation	750,000	250,000 PDF 500,000 PDF(F)	250,000		250,000		250,000		750,000
PK-11	Buchanan Swim Center Improvements/Solar Heating	300,000								0
PK-12	All Abilities Playground	2,000,000								0
PK-13	Park and Landscaping Improvement Project	200,000	200,000 PDF(N)		200,000					200,000
PK-14	Skate Park @ Stoneman North	480,000								0

PARK PROJECTS **Project Summary**

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$) Available (N) = New allocation (F) = Future allocation	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
PK-15	Annual Citywide Park Sign Replacement Program	250,000	50,000 PDF(N) 200,000 PDF(F)		50,000	50,000	50,000	50,000	50,000	250,000
PK-26	Buchanan Park Renovations	8,500,000								0
PK-40	Dredge Buchanan Park Pond	200,000								0
PK-41	Buchanan Park School Age Playground	250,000								0
TOTALS		15,862,000		675,000	655,000	455,000	455,000	455,000	205,000	2,900,000

GENERAL PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
G-2	City Standard Details Update	100,000	32,000 WOF(N) 11,000 SOF(N) 26,000 HUTA(N) 31,000 PDF(N)	100,000						100,000
G-3	Buchanan Road Reader Board Replacement Project	25,000								0
G-7	PG&E Street Light Facilities Acquisition	1,050,000								0
G-9	ADA Transition Plan Update	50,000								0
G-12	City Limit Entrance Features	120,000								0
G-18	West Leland Road Underground Utilities (Railroad Avenue to Crestview Drive)	1,400,000	1,400,000 Rule 20	1,400,000						1,400,000
G-25	East 8th Street Underground Utilities (Railroad Avenue to Harbor Street)	840,000								0
TOTALS		3,585,000		1,500,000	0	0	0	0	0	1,500,000

**PITTSBURG POWER
PROJECTS
Project Summary**

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
PP-1	2017/2018 Cable Replacement	250,000	250,000 IE	250,000						250,000
PP-2	Duct Bank/Vault Replacements	550,000	400,000 IE 50,000 IE (N) 100,000 (F)	400,000	50,000	100,000				550,000
PP-3	Upgrade Station M (Bldg 577)	180,000								0
PP-4	Re Purpose Station E (Bldg 801)	440,000	90,000 IE 350,000 IE (N)	90,000	350,000					440,000
PP-5	Waterfront Area Reliability Project	700,000	500,000 IE (N) 200,000 (F)		500,000	200,000				700,000
PP-6	Re Purpose Station N (Bldg 777)	225,000								0
PP-7	Station H KWH Metering Equipment	80,000	80,000 IE	80,000						80,000
PP-8	Outage Recovery Project	520,000	120,000 IE (N) 400,000 IE (F)		120,000	100,000	100,000	100,000	100,000	520,000
PP-9	Scada System Install Project	600,000								0
PP-10	RA Replacement Project	320,000								0
PP-11	Nimitz Ductbank Relocation Project	1,000,000								0

**PITTSBURG POWER
PROJECTS
Project Summary**

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
PP-12	Street Light Metering Project	40,000								0
PP-13	North Island Ductbank Relocation Project	1,200,000								0
PP-25	Gas Line Removal and Replacement	150,000	150,000 IE	150,000						150,000
TOTALS		6,255,000		970,000	1,020,000	400,000	100,000	100,000	100,000	2,690,000

MARINA PROJECTS Project Summary

5 year CIP 2019-20 / 2023-2024

Item No.	Project Name	Estimated Project Cost (\$)	Funding (\$) Funding Available (N) = New allocation (F) = Future	CIP Funding Schedule						Total Funding
				Current Project Funding (\$)	FY 2019-20 (\$)	FY 2020-21 (\$)	FY 2021-22 (\$)	FY 2022-23 (\$)	FY 2023-24 (\$)	
M-1	Public Boat Launch Restroom Relacement Project	564,000	564,000 (E)	564,000						564,000
M-3	2017-2027 Marina Maintenance Dredging (Formerly Riverview Basin Dredging Project) (5400)	10,500,000	65,000 WO 41,208 ME 70,000 WO 250,000 ME	426,208						426,208
M-4	Replace Covered Berths in Central Harbor (sheds 1,2, & 3)	425,000								0
M-5	Re-model Restrooms and Showers in Riverview Basin	225,000								0
M-6	Demolish and Replace Restrooms at the Launch Ramp	225,000								0
M-7	Restroom/Shower Facility for Central Harbor	250,000								0
M-8	Marina South Parking Lot Improvements	50,000								0
M-9	Launch Ramp Maintenance Dredging	65,000								0
M-10	Riverview Park Dock Repairs	75,000								0
M-11	Marina Infrastructure Repair & Replacement	500,000	20,000 ME		20,000					20,000
TOTALS		12,879,000		990,208	20,000	0	0	0	0	1,010,208

CIP PROJCTS

PROJECT DESCRIPTIONS

The CIP includes a general list of projects scheduled during each of the five years of the program, followed by detailed project sheets arranged by project category, such as Streets, Traffic Signals, Water, Sewer, etc. These sheets include information for each project as follows:

CIP Identification Number: (example: ST-5)

ST-#	Street Projects
S-#	Signal Projects
W-#	Water Projects
SS-#	Sewer Projects
SD-#	Storm Drainage Projects
PK-#	Park Projects
B-#	Building Projects
G-#	General Projects
PP-#	Pittsburg Power Projects
M-#	Marina Projects

Project Title: This is the title of the proposed project.

Project Number: A CIP contract or project number will be assigned to the projects as funding is established.

Status: This will indicate the project status if available.

Estimated Project Cost: Project cost estimates are used as place holders for project funding. Cost estimates shown here vary from conceptual project estimates to detailed design estimates. A more detailed cost estimate is prepared during the design phase of each project. Actual costs are unknown until bids are opened.

Project Limits: This is a written description of the project limits if available.

Funding Sources: This section identifies project funding sources that have been approved or will be approved with adoption of this CIP.

Project Description: This is a detailed description of the project.

STREET PROJECTS



ST-1: RANGE ROAD OVERCROSSING

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$25,000,000

Project Limits:
State Route 4 at Range Road

Funding Sources

Eligible Funding Source: TMF
Identified Funding Source: None

Project Description:

This project includes planning, design and construction of an over-crossing on State Route 4 at Range Road. This project will significantly improve the level of service of the over-crossings at Railroad Avenue and Bailey Road. Project will accommodate bicycle facilities where appropriate.



ST-2: BART PEDESTRIAN/BICYCLE CONNECTIVITY

Project No.
2019

Status:
Design

Estimated Project Cost:
\$4,578,000

Project Limits:
Railroad Avenue from School Street to Delta DeAnza Trail at Alvarado Avenue, California Avenue from Harbor Street to Railroad Ave, Bliss Ave from BART parking to Railroad Avenue

Funding Sources
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: OBAG2 Grant, TDA, PBTF

Project Description:

The project centers around the planned Pittsburg Center BART station and will design and construct multiuse Class I bikeways and Class IV buffered bikeways (PBTF eligible) within existing public right-of-way, additional parallel parking, trail lighting, intersection corner treatments, crosswalk treatments, modified driveways, bus shelter, benches, wayfinding and service info signage, walls/fencing, as well as landscaping improvements and will coordinate with a multimodal transfer facility.



ST-4: DELTA DEANZA TRAIL ROADWAY CROSSING IMPROVEMENTS

Project No.

Status:

Conceptual Design

Estimated Project Cost:
\$150,000

Project Limits:

Delta DeAnza Trail Crossing at Atherton Avenue, Crestview Drive, Presidio Lane, and Gladstone Drive

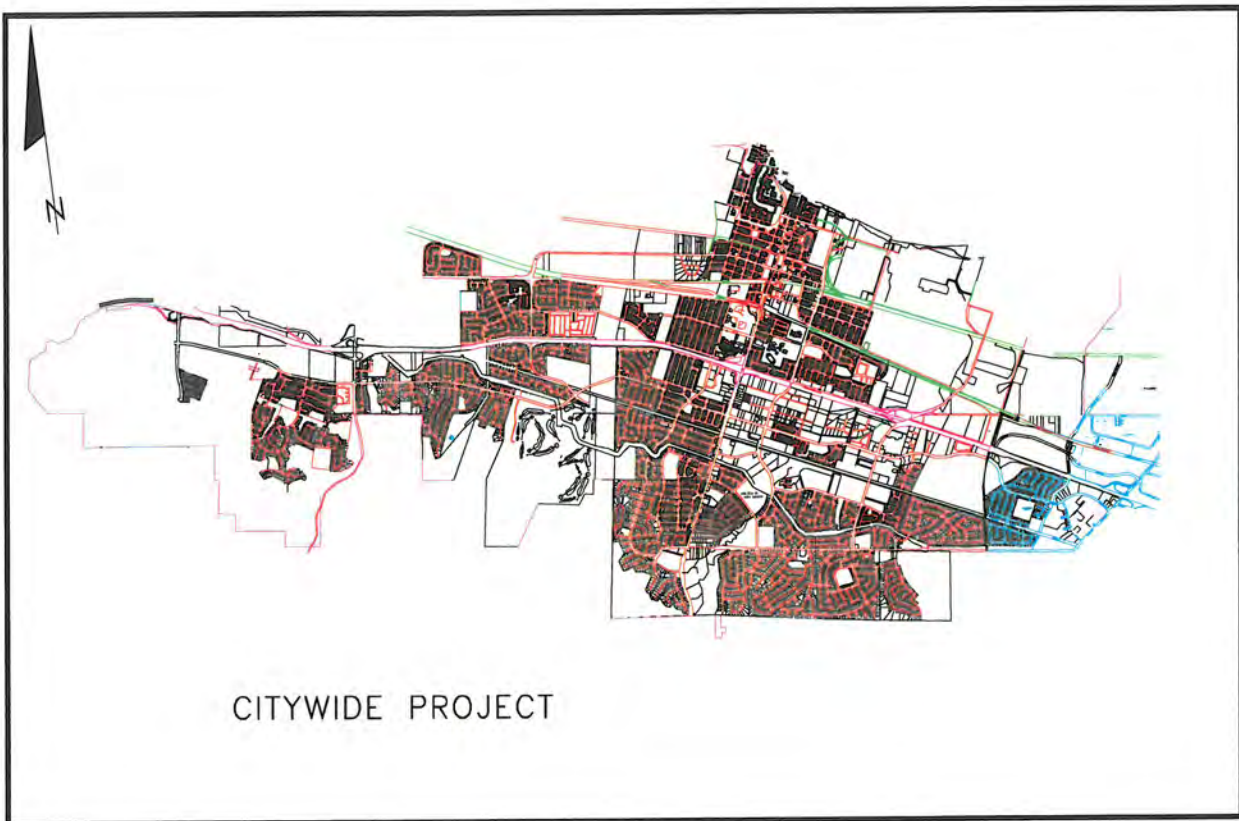
Funding Sources

Eligible Funding Sources: Gas Tax, Measure J

Identified Funding: 2019/20 TDA grant (\$120,000)

Project Description:

Install Rectangular Rapidly Flashing Beacons (RRFB's), curb extensions, median pedestrian refuge, high visibility crosswalks, red curb, wayfinding signage, roadway markings and roadway signage at four (4) roadway crossings along the Delta De Anza Regional Class 1 Trail.



ST-5: STREET MEDIAN/LANDSCAPING IMPROVEMENTS

Project No.
TBD

Status:
Evaluating needs.

Estimated Project Cost:
\$520,000

Project Limits:
Project locations TBD

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

This project includes the construction of new street medians/green infrastructure features and landscaping in various locations throughout the City.



ST-6: BAILEY ROAD INTERIM REPAIRS

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$615,000

Project Limits:
West Leland Road to City Limit (1,600 feet south)

Funding Sources

Eligible Funding Source: Measure J, Keller Canyon Mitigation Funds
Identified Funding Source: \$615,000 Keller

Project Description:

This project will construct interim pavement rehabilitation on Bailey Road from West Leland Road to the City Limit Line approximately 1,600 feet south of West Leland Road. This project will be followed up by a full roadway rehabilitation several years later.



ST-7: RANGE ROAD SIDEWALK IMPROVEMENTS

Project No.
TBD

Status:

Estimated Project Cost:
\$120,000

Project Limits:
Ackerman Drive to south side of West Leland Road

Funding Sources:
Eligible Funding Sources: Gas Tax, Measure J

Identified Funding: \$55,000 Gas Tax, \$65,000
TDA Grant

Project Description:

Widen existing sidewalk approximately five feet along north side of Range Road, from Rancho Medanos Junior High School's entrance to south side of West Leland Road (approximately 400 linear feet). This will allow the large groups of students travelling to and from school to safely stay on sidewalk and avoid walking in bicycle and vehicle traffic lanes.



ST-9: INTERSECTION GEOMETRIC IMPROVEMENTS (SAN MARCO BOULEVARD & WEST LELAND ROAD)

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$125,000

Project Limits:
Along northbound San Marco Boulevard, between West Leland Road and SR 4 Westbound On-ramp.

Funding Sources
Eligible Funding Source: LTMF, Developer
Identified Funding: None

Project Description:

The project provides for geometric improvements along San Marco Boulevard northbound lanes, between West Leland Road and State Route 4 Eastbound On-ramp. The scope of work contemplated includes adding an auxiliary lane that would connect the free right-turn lane from westbound West Leland Road to the eastbound freeway on-ramp at State Route 4. It is intended that the geometry will accommodate Class 2 bike lanes. The improvements will add capacity along northbound San Marco Boulevard near the freeway interchange, provide for more efficient signal timing, improve intersection level of service, and reduce vehicle queuing on the westbound approach to San Marco Blvd./West Leland Rd. intersection, as well as along northbound San Marco Boulevard approaching State Route 4. The geometric improvements will require right-of-way acquisition from an undeveloped parcel along the east side of San Marco Blvd.



ST-10: EL PUEBLO AREA RECONSTRUCTION/ ADA IMPROVEMENTS

Project No.
2012-05B

Status:
Awaiting Funding

Estimated Project Cost:
\$300,000

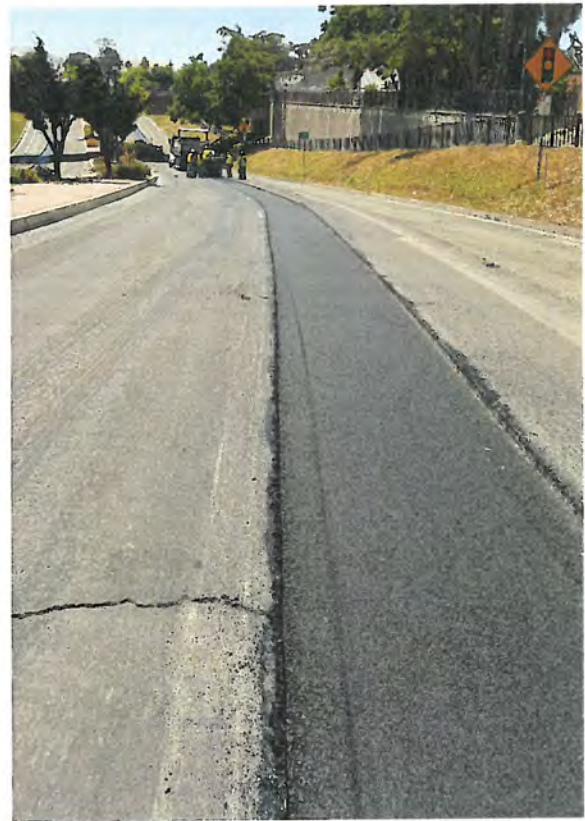
Project Limits:
Treatro Street, Del Tren Avenue, and Hermosa

Funding Sources:

Eligible Funding Source: County, Measure J,
Gas Tax
Identified Funding:

Project Description:

Reconstruction of the remaining streets in the El Pueblo Area including Treatro Street, Del Tren Avenue, and Hermosa. Project includes ADA and other pedestrian safety improvements.



ST-11: 2018/19 CITYWIDE PAVEMENT MANAGEMENT PROJECT

Project No.
2217 & 2222

Status:
2018/19 Allocation - \$400,000, 2019/20 \$130,000

Estimated Project Cost:
\$530,000

Project Limits:
Railroad Avenue from 17th Street to Tenth Street

Funding Sources:
Eligible Funding Source: Gas Tax
Identified Funding Source: Gas Tax \$400,000,
Measure J \$130,000

Project Description:

Based on the Pavement Management System (PMS) and Staff input, it was determined that Railroad Avenue from 17th Street to Tenth Street would be included in this project. The project used a variety of pavement management techniques including, slurry seal, crack sealing and patch paving. Restriping including green bike lane conflict zones is also included as a part of this project.



ST-12: SAN MARCO BOULEVARD WIDENING

Project No.

Status:

Awaiting funding

Estimated Project Cost:

\$125,000

Project Limits:

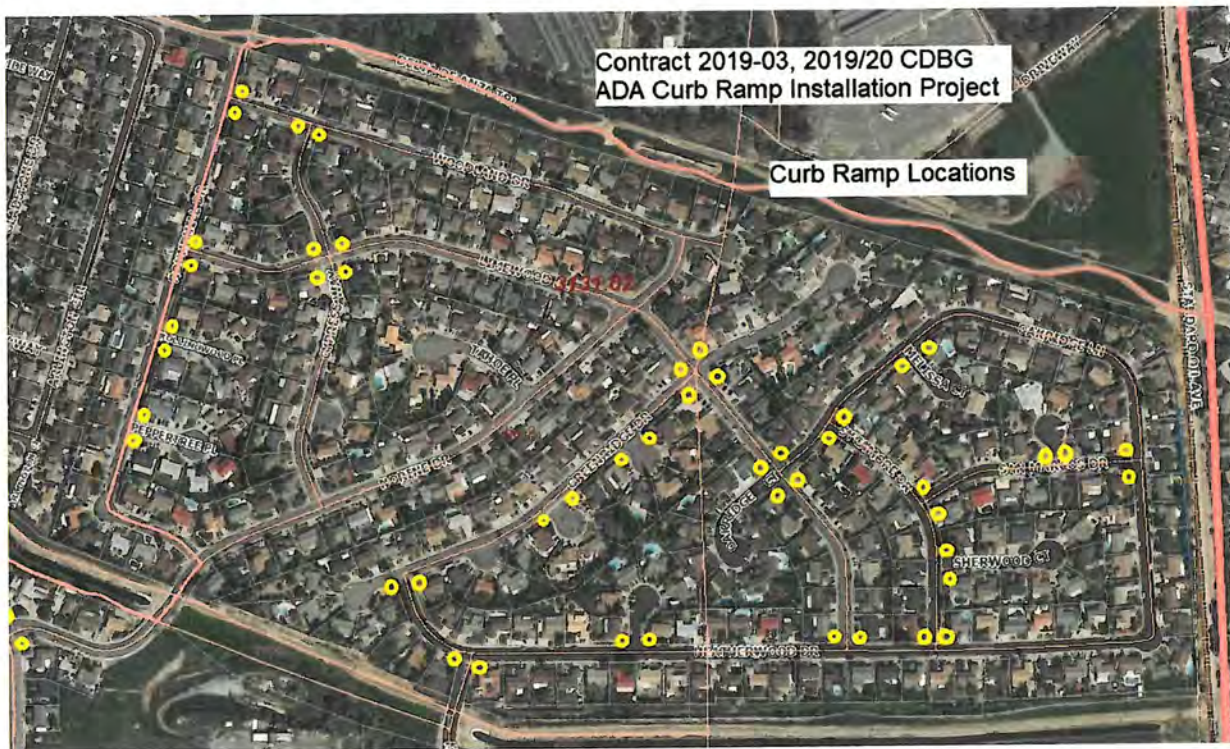
West Leland Road to State Route 4 eastbound on-ramp

Funding Sources:

TBD

Project Description:

Widen San Marco Boulevard 12 feet to the east, from West Leland Road to the State Route 4 eastbound on-ramp. This widening will accommodate an auxiliary/merging lane on northbound San Marco Boulevard that will be used as a receiving lane for vehicles turning right from westbound West Leland Road, as well as for vehicles turning right onto the SR4 eastbound on-ramp from southbound San Marco Blvd.



ST-14: 2019/20 CDBG CURB RAMP REPLACEMENT PROJECT (Highland Meadows)

Project No.
TBD

Status:
Design

Estimated Project Cost:
\$331,200

Project Limits:
Highland Meadows Neighborhood

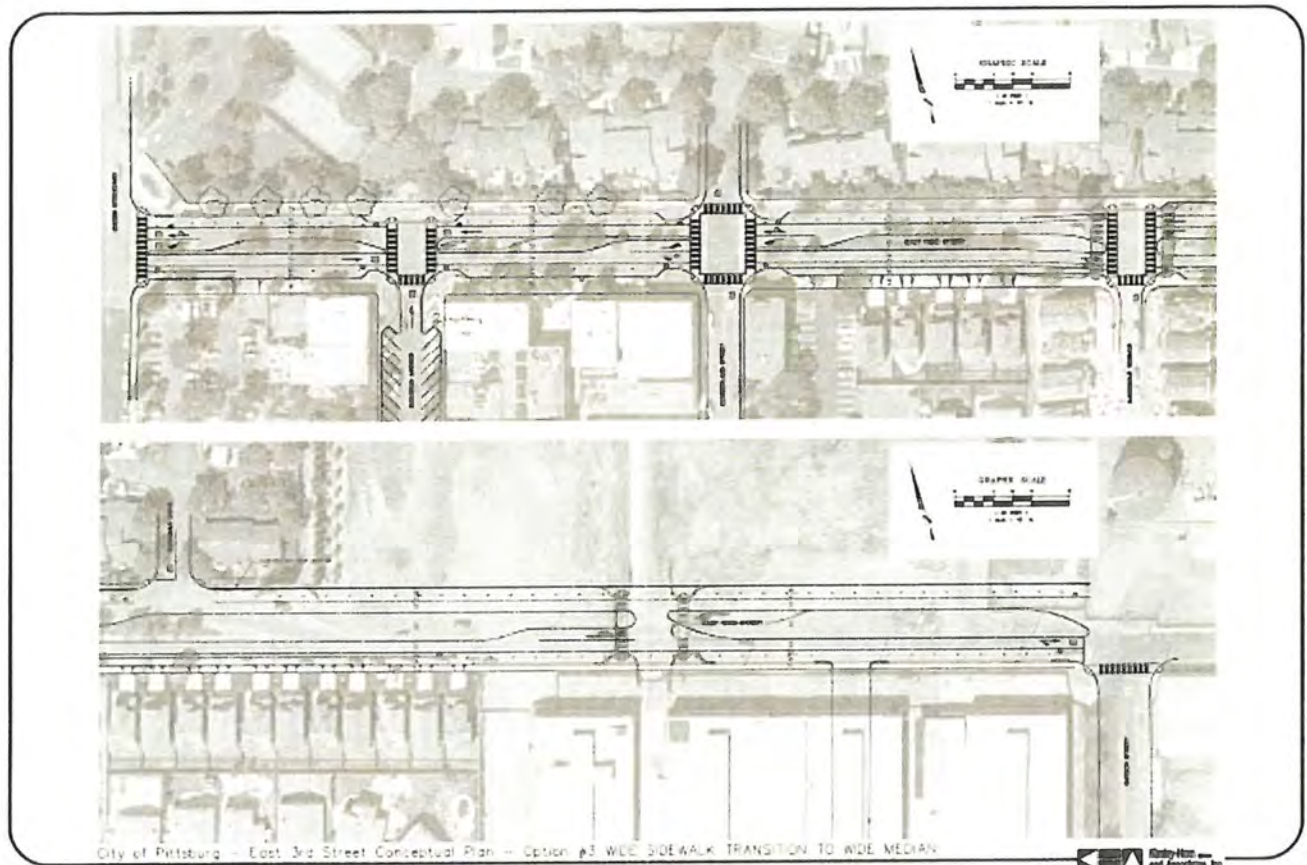
Funding Sources

Eligible Funding Source: Gas Tax, HUTA, CDBG, Measure J

Identified Funding Source: \$331,200 CDBG

Project Description:

This project includes the design and construction of ADA compliant ramps at 50 intersections including: Roundhill/Peppertree Place, Roundhill/Rollingwood Place, Roundhill/Limewood Place, Roundhill/Woodland Dr., Woodland/Cypress Way, Limewood/Greenridge Drive, Limewood Place/Oakridge Court, Limewood/Oakridge Lane, Limewood/Heatherwood Dr., Greenridge/Heatherwood Dr., Greenridge Drive/Lakewood Place, Heatherwood/Meadows Ave, Heatherwood/Heatherwood Court, Heatherwood/Sycamore Dr., Oakridge Lane/Sycamore Dr., Oakridge/Melissa Court, Oakridge/San Marcos Dr., Sycamore/San Marcos Dr., Sycamore/Sherwood Court, San Marcos/Northwood Court, Ventura/Norine Dr.



ST-15: EAST THIRD STREET STREETScape IMPROVEMENTS

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$1,500,000

Project Limits:
East Third Street, from Marina Boulevard to Harbor Street

Funding Sources
Eligible Funding Source: OBAG, Measure J, Proposition 1 Grants
Identified Funding: none

Project Description:

This project will design and construct streetscape improvements along East Third Street. Portions of the roadway will need to be widened, while a “road diet” will be performed on other sections with a reduction from four through lanes, parking lanes and median to two through lanes, turning lanes, parking lanes and Class 2 bicycle lanes. Sidewalk will be widened and installed. Bus pull-outs and curb bulb-outs will also be included to enhance walkability and promote alternative modes of transportation. Green infrastructure improvements such as bioswales will be installed to treat surface stormwater runoff.



ST- 18: 2018/19 CITYWIDE TRAFFIC CALMING PROJECT

Project No.
TBD

Status:
Funded

Estimated Project Cost:
\$100,000

Project Limits:
Citywide

Funding Sources:
Eligible Funding Source: Gas Tax, Measure J,
Grant Funding, Gas Tax RMRA
Identified Funding: \$100,000 Measure J

Project Description:

This project will construct speed humps and other traffic calming improvements at locations throughout the City in locations determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.



ST-21: RAILROAD AVENUE/LELAND ROAD GEOMETRIC IMPROVEMENTS

Project No.

Status:
TBD

Estimated Project Cost:
\$525,000

Project Limits:

Funding Sources

Eligible Funding Sources: grants, LTMF

Identified Funding Sources: None

Project Description:

The project would construct the following improvements to the Railroad Avenue / West Leland Road / East Leland Road intersection: 1.) an additional southbound left-turn lane on Railroad Avenue, and 2.) an eastbound right-turn lane on East Leland Road. These improvements will increase the intersection's capacity and improve its level of service.



ST-22: BAILEY ROAD/ROUTE 4 RAMP TURN LANE MODIFICATIONS

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$105,000

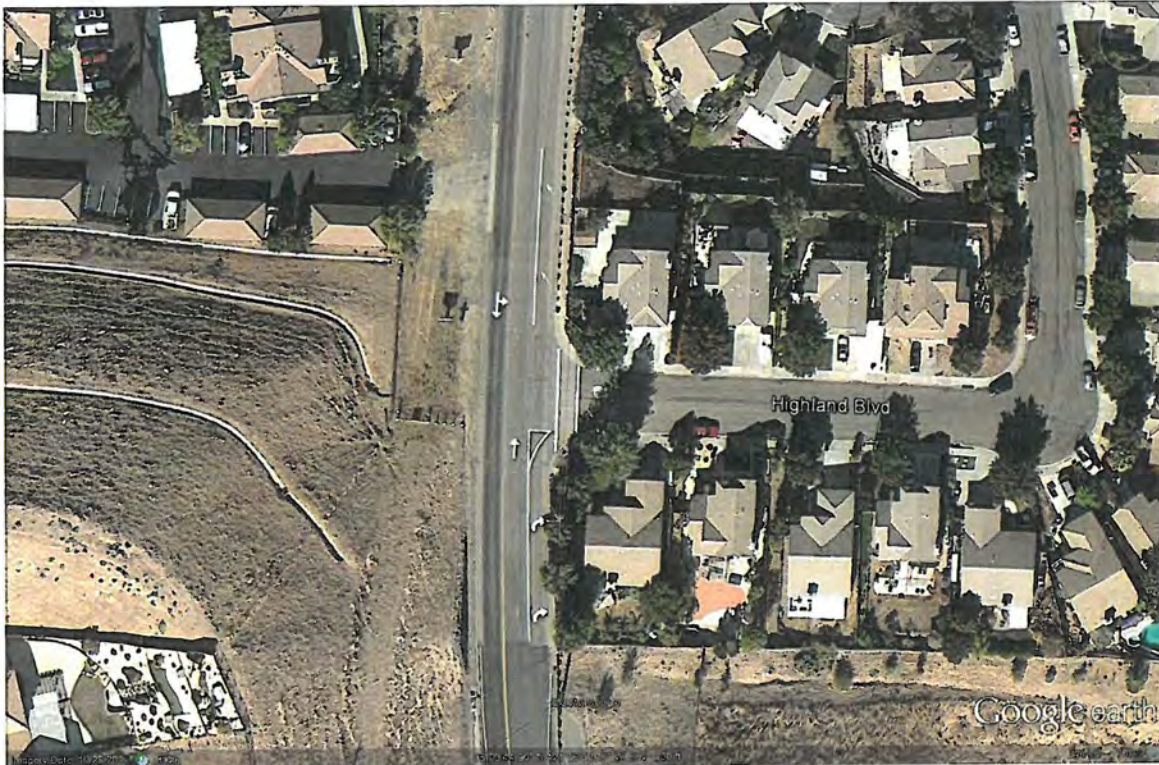
Project Limits:
Bailey Road State Route 4 Westbound Intersection

Funding Sources

Eligible Funding Source: TMF, Measure C, Developer
Identified Funding Source: None

Project Description:

Project will construct Geometric Improvements including median modifications to improve storage for left turns from northbound Bailey Road onto Route 4 westbound ramp. 85% TMF eligible.



ST-23: LEFT TURN LANE BAILEY ROAD/WILLOW AVENUE

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$200,000

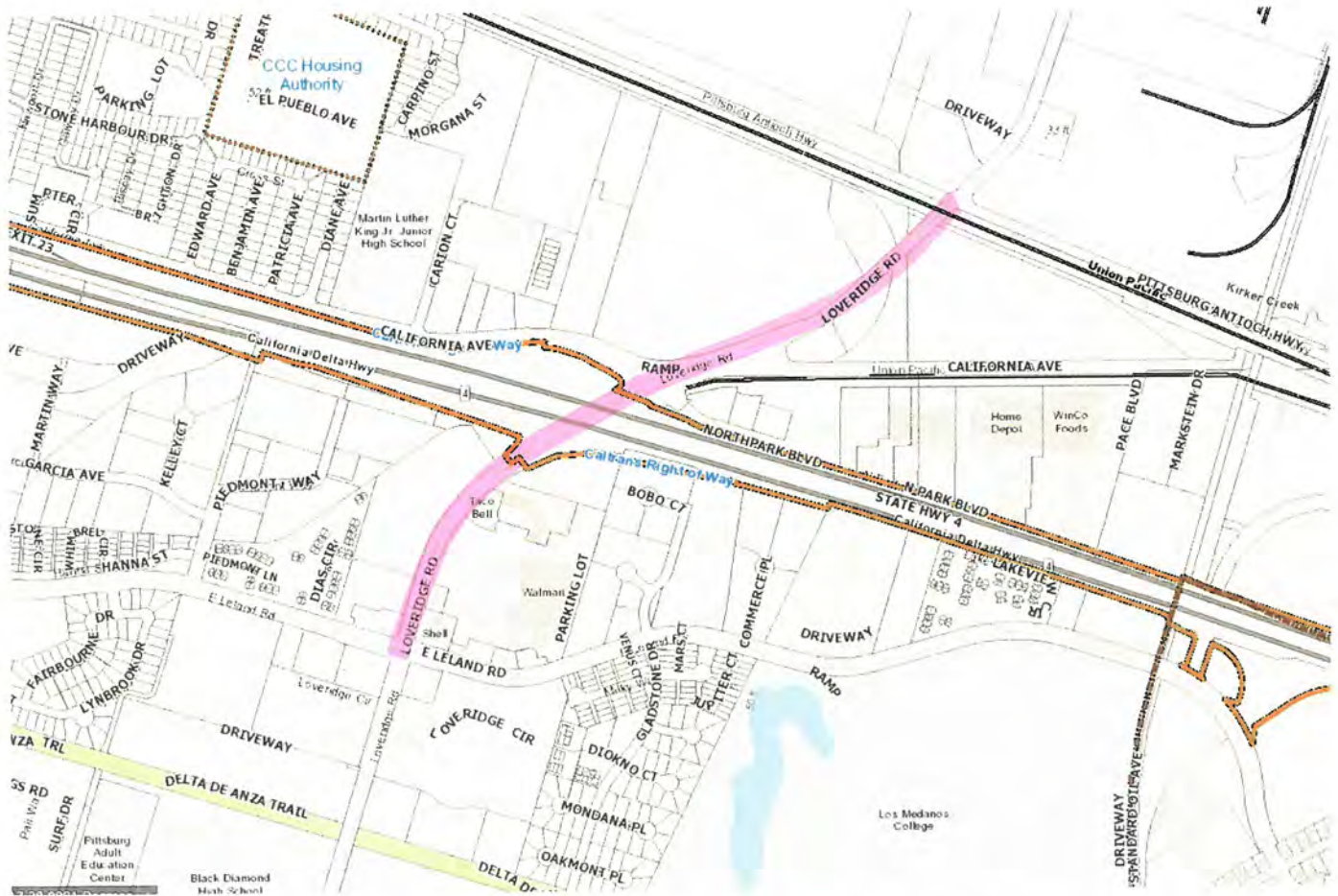
Project Limits:
Bailey Road at the intersection of Willow Avenue

Funding Sources:

Eligible Funding Source: Measure J/
Developer
Identified Funding Source: None

Project Description:

This project will construct a left turn pocket on southbound Bailey Road at the intersection of Willow Avenue.



ST-24: SB1 2020/21 PAVEMENT MANAGEMENT PROJECT

Project No.
TBD

Status:
2020/21 Allocation \$700,000

Estimated Project Cost:
\$700,000

Project Limits:
Loveridge Road from East Leland Road to
Pittsburg Antioch Highway

Funding Sources
Eligible Funding Sources: Gas Tax, Measure J,
RMRA
Identified Funding: \$700,000 RMRA

Project Description:

This project will reconstruct/improve the pavement on Loveridge Road from East Leland Road to Pittsburg Antioch Highway. The project will use a variety of pavement management techniques including, slurry seal, patch paving, pavement overlay, pavement inlay, base failures, pavement reconstruction, and crack sealing.



ST-25: REBUILD RANGE ROAD/WILLOW PASS ROAD INTERCHANGE

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$4,200,000

Project Limits:
Intersection of Range Road/Willow Pass Road

Funding Sources
Eligible Funding Source: TMF
Identified Funding Source: None

Project Description:

This project will construct a four-lane arterial roadway facility with associated turning lanes to replace the Willow Pass Road/Range Road/ North Parkside Drive interchange structure and provide for safer turning movements for vehicles moving between streets. Project will accommodate bicycle facilities where appropriate. 81% TMF eligible.



ST- 26: 2019/20 TRAFFIC CALMING PROJECT

Project No.
TBD

Status:
Funded

Estimated Project Cost:
\$50,000

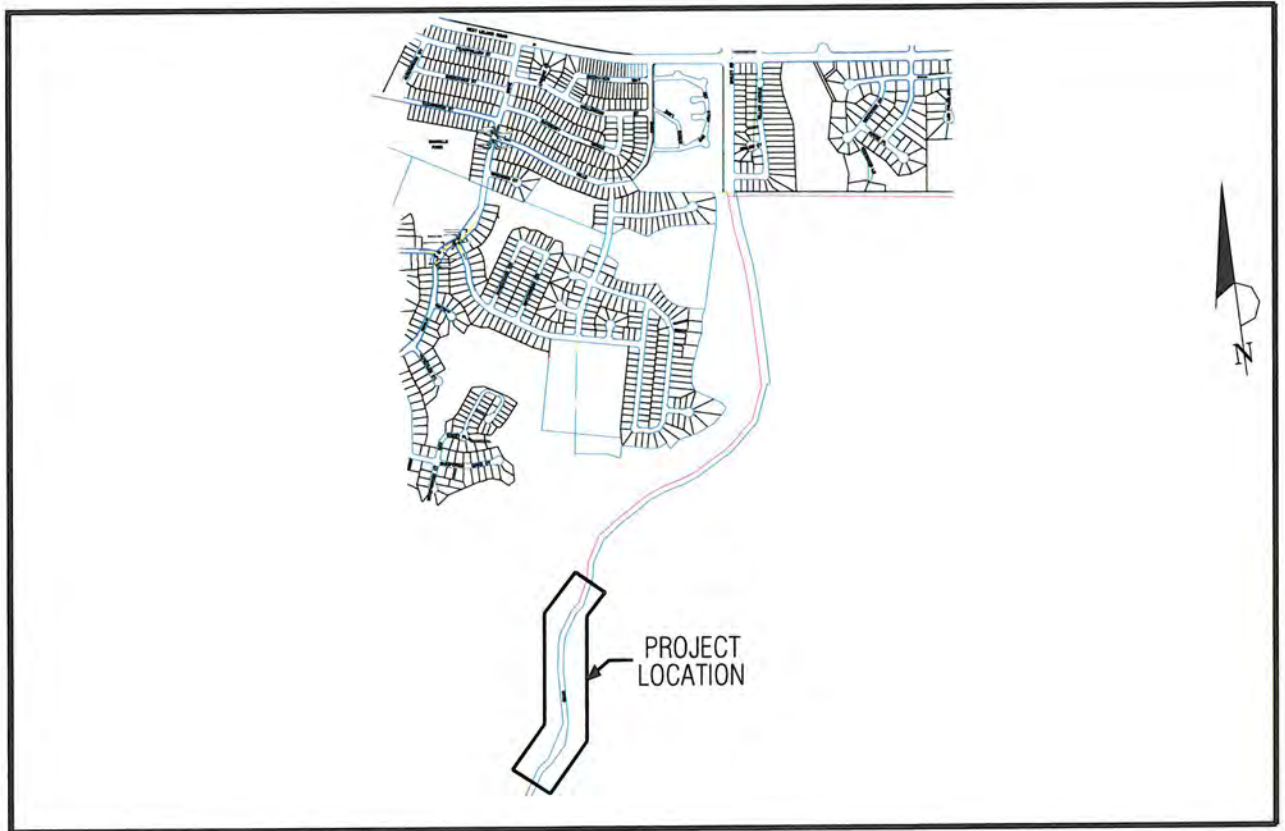
Project Limits:
Citywide

Funding Sources

Eligible Funding Source: HUTA, Measure J, SR2S, RMRA
Identified Funding: \$50,000 Measure J

Project Description:

This project will construct speed humps and other traffic calming improvements at locations throughout the City determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.



ST-27: BAILEY ROAD OPERATIONAL SAFETY IMPROVEMENTS

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$300,000

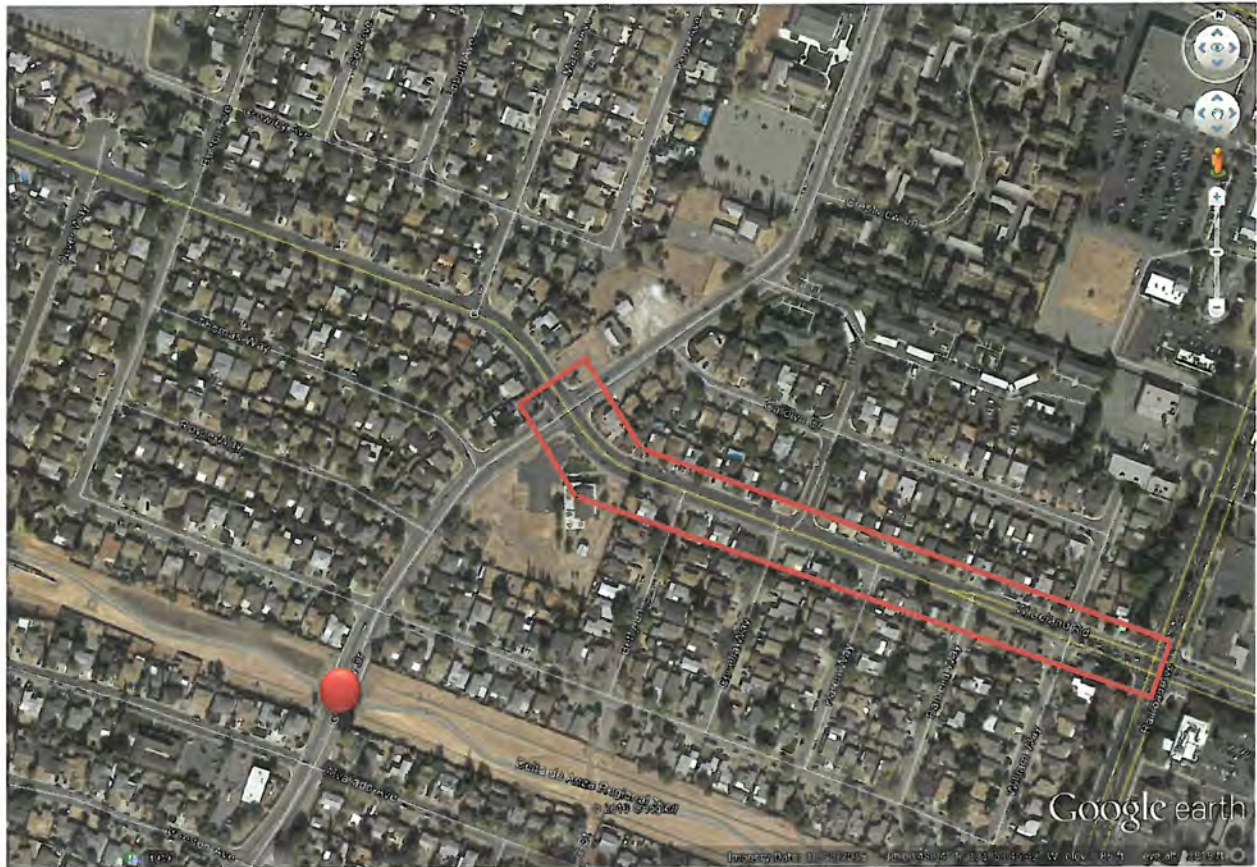
Project Limits:
City owned section of Bailey Road south of Willow Ave

Funding Sources

Eligible Funding Source: Measure J
Identified Funding Source: None

Project Description:

This project will provide safety improvement, including pavement rehabilitation, restriping and shoulder improvements, to the City owned southern portion of Bailey Road between Concord and Keller Canyon Landfill.



ST-28: WEST LELAND STREET LIGHTING PROJECT (RAILROAD AVENUE TO CRESTVIEW DRIVE)

Project No.
2016-03

Status:
In Design

Estimated Project Cost:
\$760,000

Project Limits: W. Leland Road from Railroad Avenue to Crestview Drive and at the Delta DeAnza trail crossing/Crestview Drive.

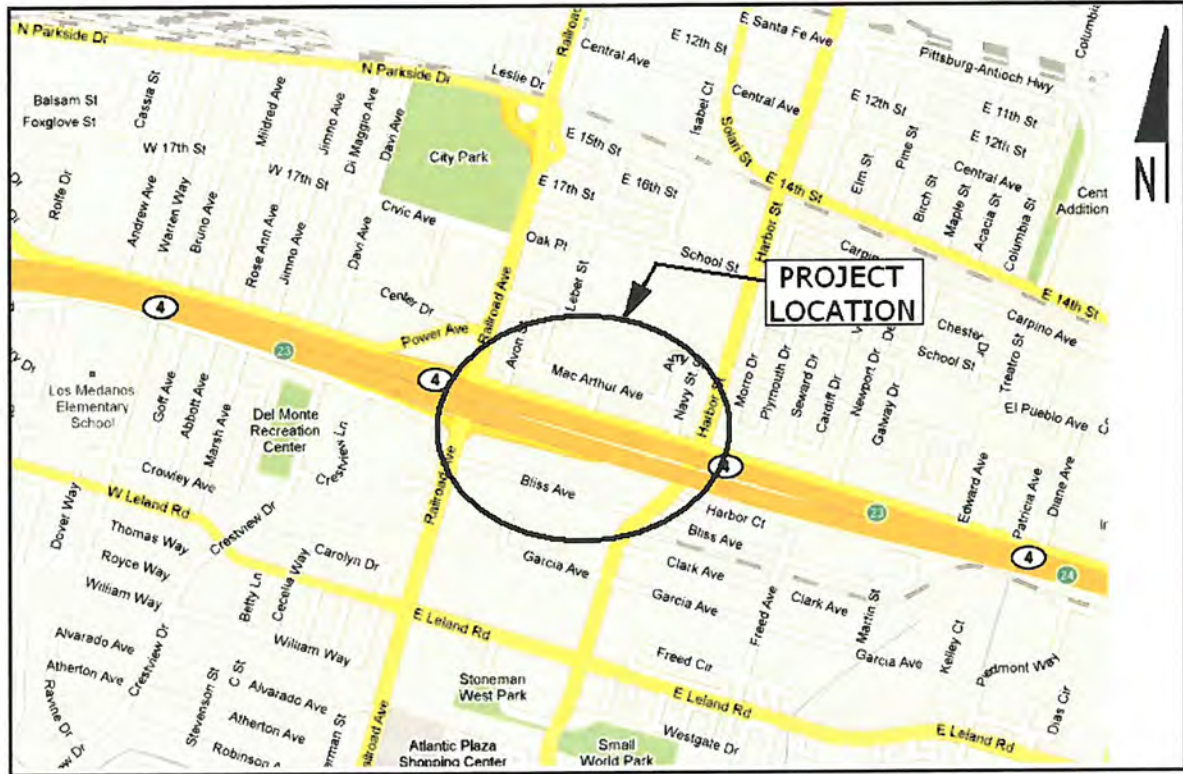
Funding Sources

Eligible Funding Sources: Measure J, Gas Tax, CCIR

Identified Funding Sources: \$458,000 Gas Tax, \$277,000 CCIR, \$25,000 PDF

Project Description:

The project will install conduits and street lighting along West Leland Road from Railroad Avenue to Crestview Drive and lights at the Delta DeAnza trail crossing at Crestview Drive. This project is necessary to replace street lights that will be removed during the underground utility project currently underway by PG&E. The new street lighting will provide lighting levels that are up to current standards.



ST-29: WESTBOUND HWY. 4 OFFRAMP AT RAILROAD AVENUE

Project No.
TBD

Status:
Unfunded

Estimated Project Cost:
\$12,100,000

Project Limits:
Railroad Avenue at State Route 4, California Avenue between Harbor Street and Railroad Avenue

Funding Sources:

Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

This project includes planning, design and construction of a westbound off-ramp on State Route 4 at Railroad Avenue. A traffic analysis is needed to address impacts on traffic patterns along California Avenue, Harbor Street and Railroad Avenue.



ST-30: EAST LELAND/LOS MEDANOS COLLEGE (EASTERN ENTRANCE)

Project No.
TBD

Status:
Awaiting funding.

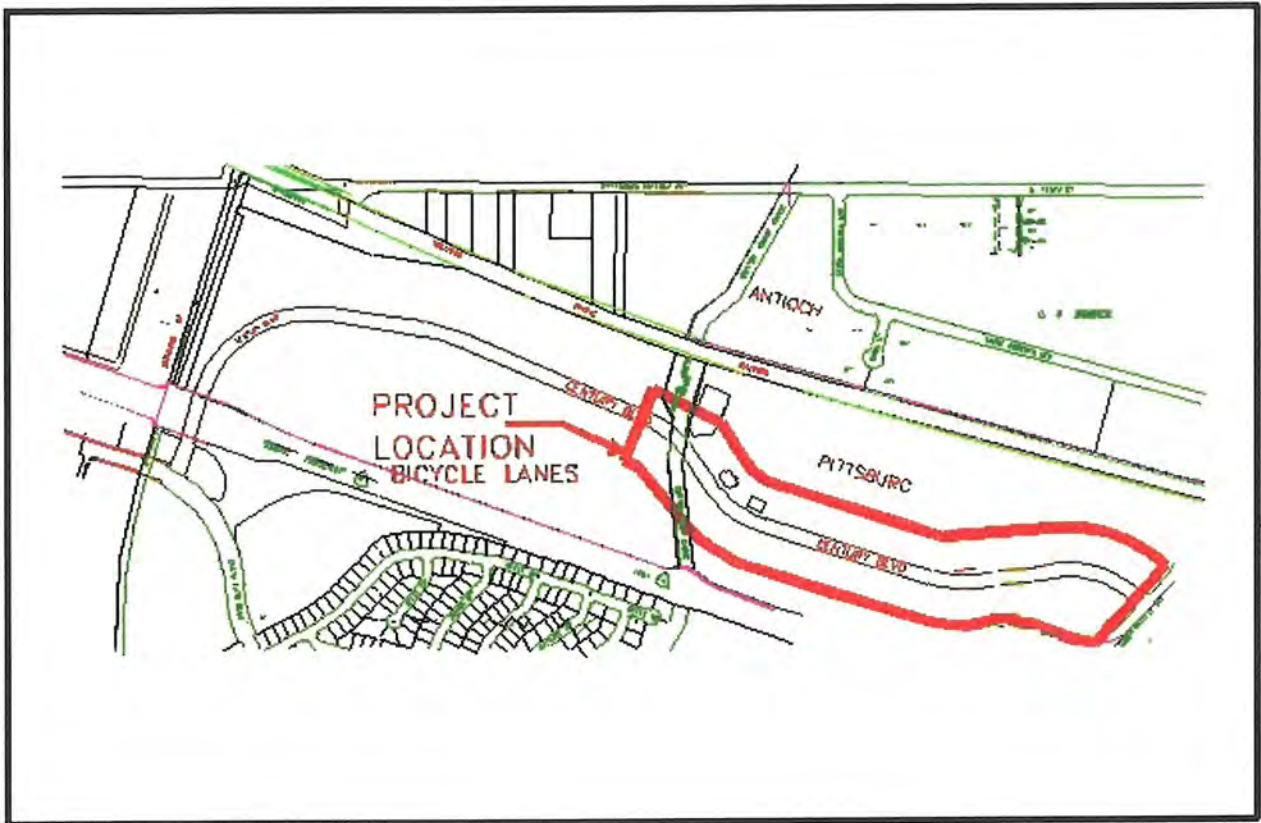
Estimated Project Cost:
\$420,000

Project Limits:
East Leland Road at LMC Eastern
Exit/Century Blvd.

Funding Sources:
Eligible Funding Source: Measure J,
Developer, LTMF
Identified Funding Source: none

Project Description:

This project will increase the length of the left turn pocket on eastbound East Leland Road at Century Blvd. This project is expected to decrease the length of the queue backing-up in the number one lane and provide eastbound vehicles added safety entering/exiting the Los Medanos driveway. Partial funding has been identified as mitigation to development on Century Blvd. 72% TMF eligible.



ST-31: CENTURY BOULEVARD CLASS III BICYCLE FACILITY

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$ 60,000

Project Limits:
Century Blvd from Somersville Road to Contra Costa Canal

Funding Sources
Eligible Funding: Measure J, Prop. 42, Grants
Identified Funding: none

Project Description:

This project will re-stripe Century Boulevard from the city limits at Auto Center Drive to the Los Medanos Wasteway, to provide a Class III bicycle facility. The project will restripe this section of Century Blvd to provide two 11' through lanes and a 4' shoulder.



ST-32 : Century Boulevard Class 2 Bicycle Lanes

Project No.
TBD

Status:
None

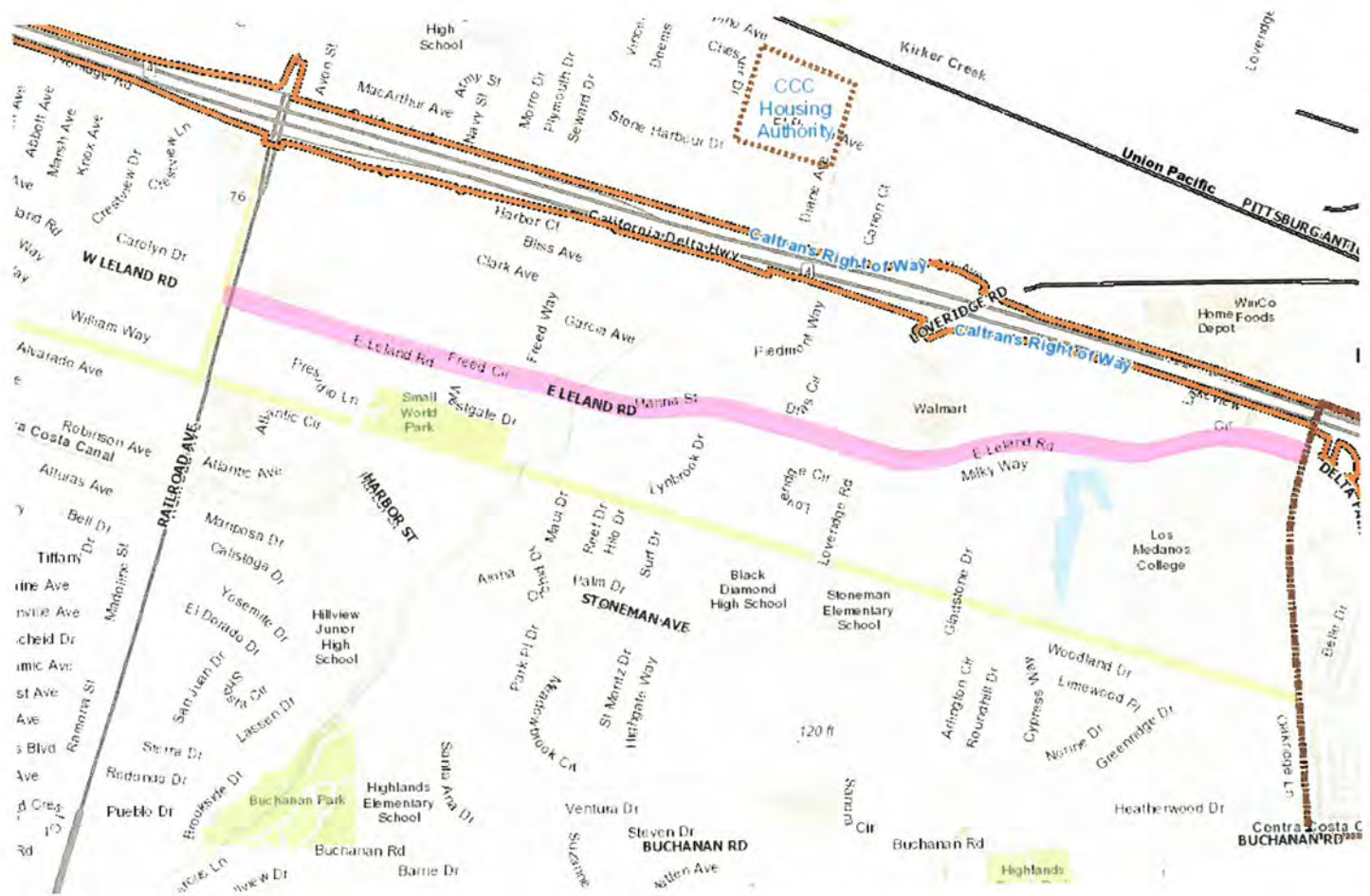
Estimated Project Cost:
\$75,000

Project Limits:
On both sides of Century Boulevard, from State Route 4 undercrossing to North Park Boulevard.

Funding Sources
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: none

Project Description:

This project will widen Century Boulevard to accommodate Class 2 bike lanes in both directions, from State Route 4 undercrossing to North Park Boulevard (approximately 480 lf).



ST-33: SB1 2021/22 PAVEMENT MANAGEMENT PROJECT

Project No.
TBD

Status:
2021/22 Allocation \$925,000

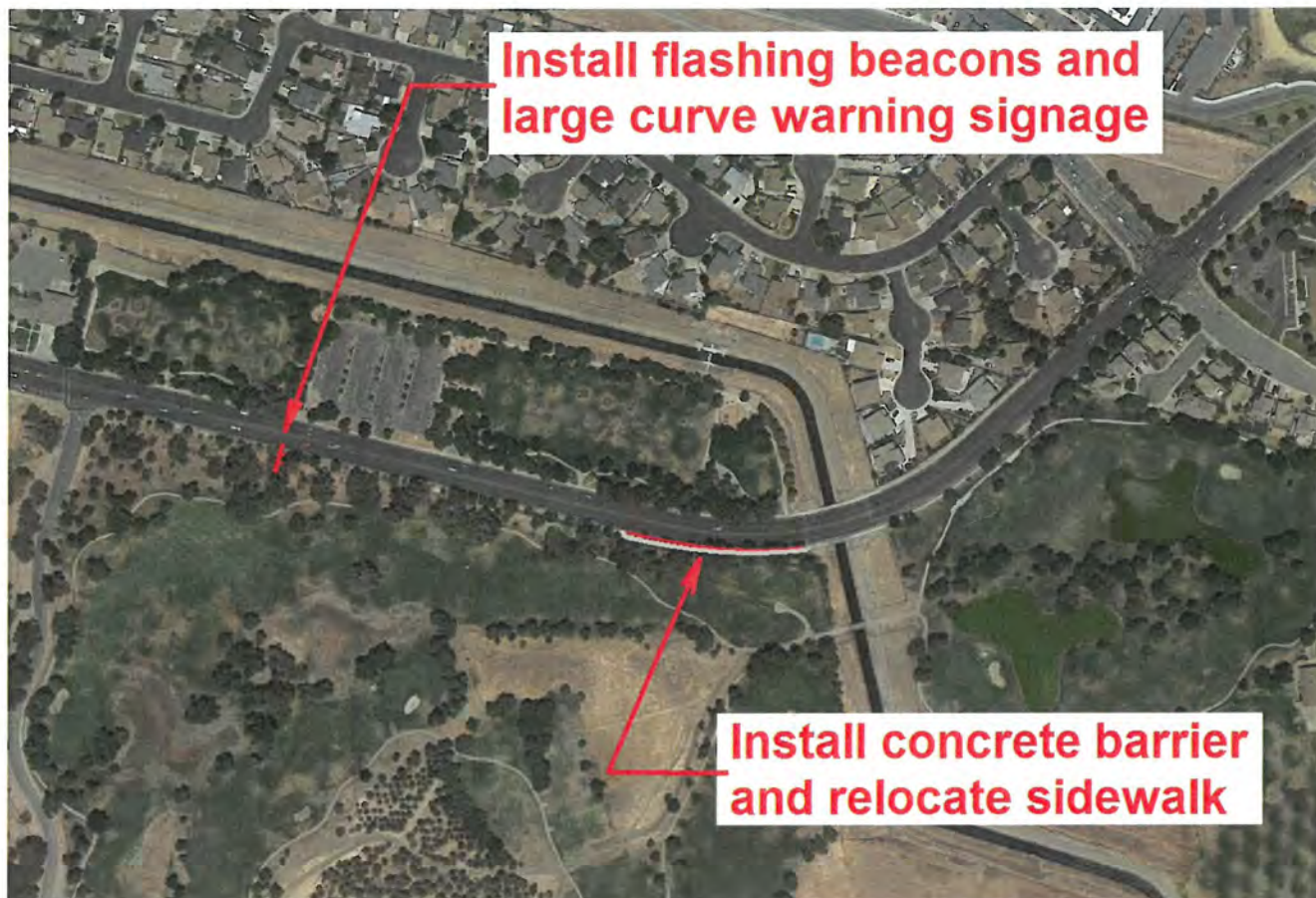
Estimated Project Cost:
\$925,000

Project Limits:
East Leland Road from Railroad Avenue to East City Limits

Funding Sources
Eligible Funding Source: Gas Tax, Measure J, RMRA
Identified Funding: \$925,000 RMRA

Project Description:

This project will reconstruct/improve the pavement on East Leland Road from Railroad Avenue to East City Limits. The project will use a variety of pavement management techniques including, slurry seal, patch paving, pavement overlay, pavement inlay, base failures and crack sealing.



ST-34: WEST LELAND ROAD SAFETY IMPROVEMENTS

Project No.
TBD

Status:
Awaiting Funds

Estimated Project Cost:
\$150,000

Project Limits:
West Leland Road from John Henry Johnson
Parkway to Range Road

Funding Sources
Eligible Funding Sources: Gas Tax, Measure J,
IRRF, IE, PP, Grants
Identified Funding: none

Project Description:

To prevent errant eastbound vehicles from entering the Contra Costa Canal, construct a concrete barrier along the south side of West Leland Road in front of golf course prior to and along curve to the left (approximately 300 lf.), relocate existing sidewalk behind concrete barrier, install large curve warning signage with flashing beacons facing eastbound traffic prior to curve, and restripe center median markings with Detail 23 (markers) on top of Detail 21 (thermoplastic). This project was part of a recommendation by the City's Traffic Committee.



ST- 35: 2020/21 TRAFFIC CALMING PROJECT

Project No.
TBD

Status:
Funded

Estimated Project Cost:
\$50,000

Project Limits:
Citywide

Funding Sources

Eligible Funding Source: HUTA, Measure J, SR2S, RMRA

Identified Funding: \$50,000 Measure J

Project Description:

This project will construct speed humps and other traffic calming improvements at locations throughout the City to be determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.



ST-36: JAMES DONLON BOULEVARD EXTENSION (2 Lanes) DESIGN AND CONSTRUCTION

Project No.
3015

Status:
Design in Progress

Estimated Project Cost:
\$95,610,000

Project Limits:
Eastern city limits to Kirker Pass Road

Funding Sources:

Eligible Funding Source: TMF, Regional TMF/
PRTDIM/Developer/Measure J
Identified Funding Source: \$1,880,000 LTMF,
\$14,220,000 Developer/Local Match,
\$63,404,800 RTMF,
\$14,495,200 TBD (\$6,200,000 has been
allocated to this project)

Project Description:

The project will design and construct an additional east-west connection between East and Central County by adding a new link between James Donlon Boulevard in Antioch and Kirker Pass Road. The new roadway, formerly known as the Buchanan Road Bypass, will relieve congestion and other future travel demand on Buchanan Road. This project will be funded with 68% RTMF, 22% LTMF, 7% other funds.



ST-38: WEST LELAND ROAD PAVEMENT MARKERS/MARKINGS AND SPEED SIGNAGE IMPROVEMENTS

Project No.
TBD

Status:
Design Proposals Received

Estimated Project Cost:
\$376,800

Project Limits:
West Leland Road, from Railroad Avenue to Montevideo Drive (entire project limits)

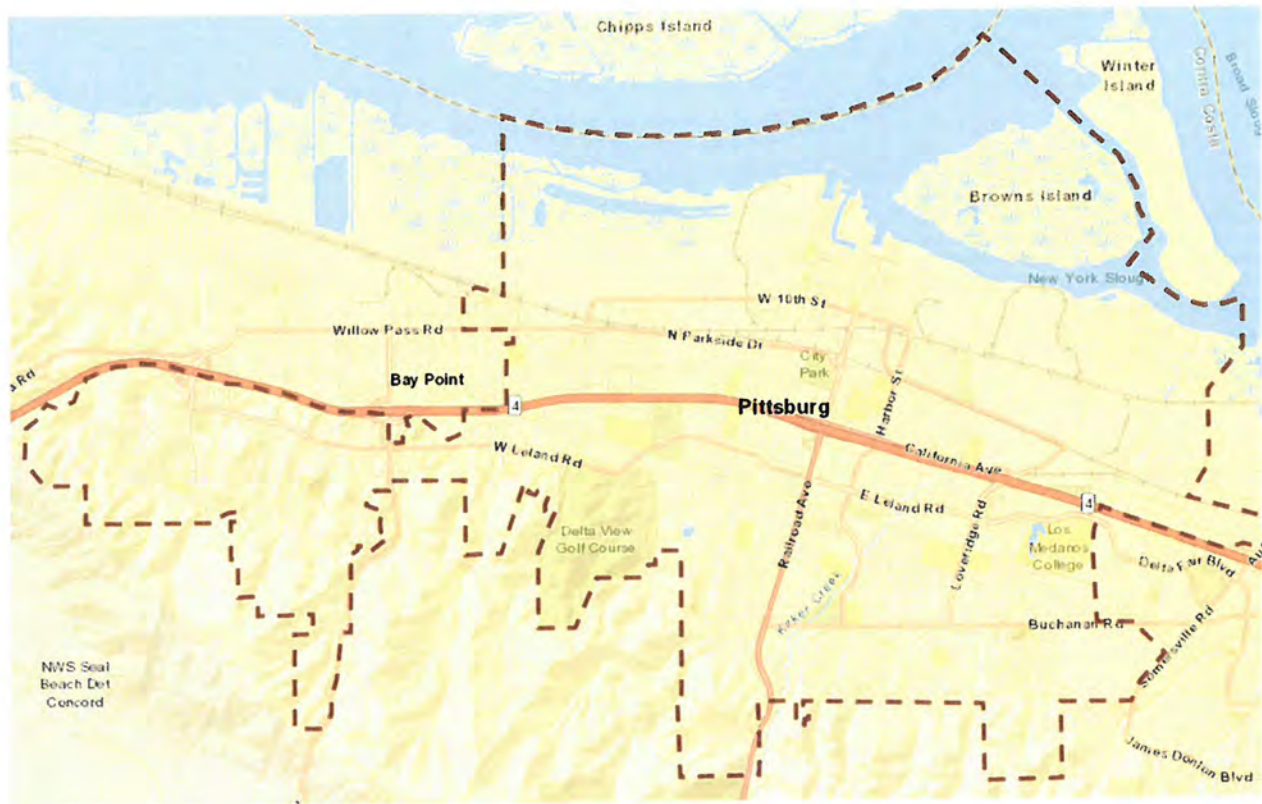
Funding Sources

Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, and Grants
Identified Funding: HSIP \$376,800 (100%)

Project Description:

This project will install highly reflective thermoplastic double yellow 4-inch centerline stripes with rumble stripes on West Leland Road between Pamela Way and Montevideo Drive. Thermoplastic centerline stripes to be enhanced by placing reflective markers on top of the thermoplastic striping. Two Way Left Turn Lanes (TWLTL), east of Montevideo, may be omitted from project.

Install six (6) driver speed feedback signage at locations prior to horizontal curves.



ST-41: ANNUAL CITYWIDE FENCE, SOUNDWALL AND STREETLIGHT REPLACEMENT/INSTALLATION PROJECT

Project No.
TBD

Status:
Analyzing Priorities

Estimated Project Cost:
\$100,000 Annually
\$500,000 thru term of 5 year
CIP

Project Limits:
Citywide

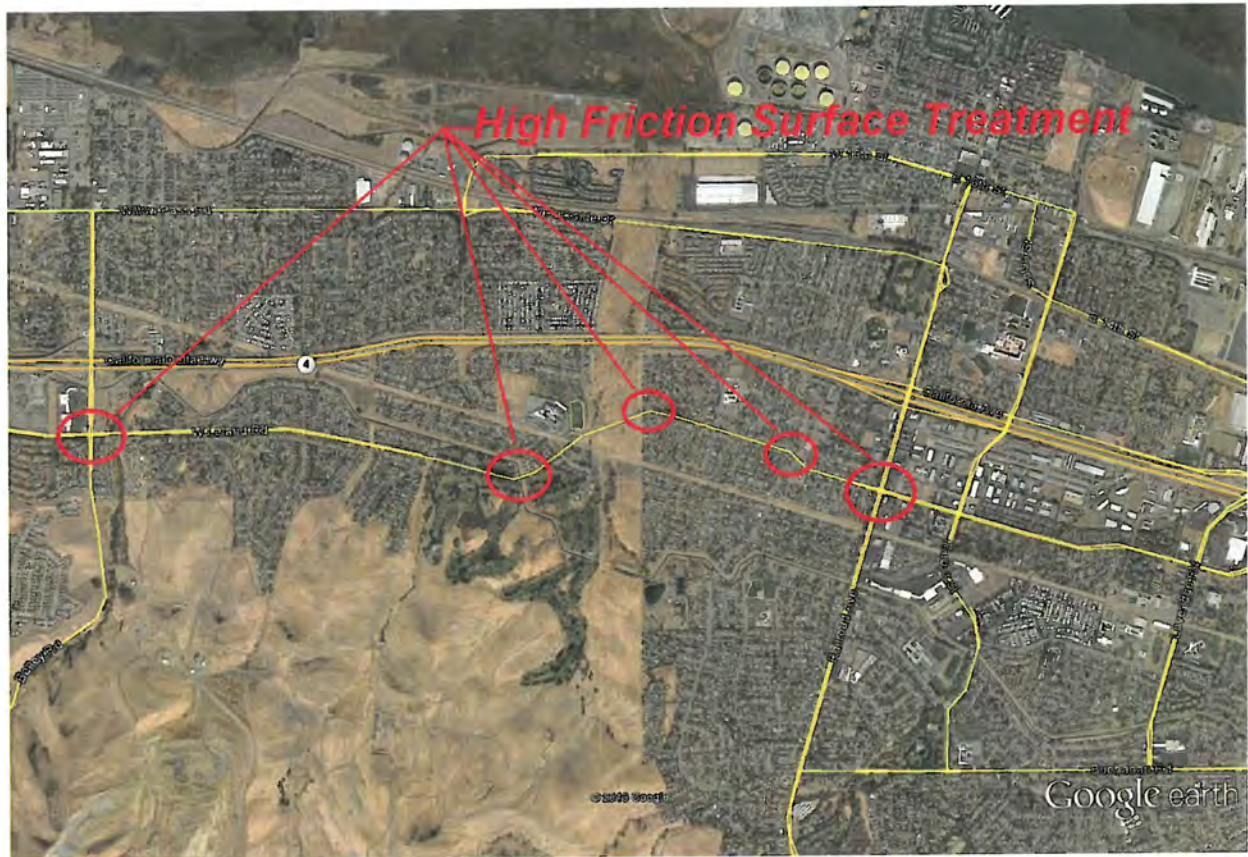
Funding Sources:

Eligible Funding Source: Measure J, Gas Tax,
RMRA Gas Tax

Identified Funding Source: \$100,000 Measure J,
\$400,000 Future Measure J

Project Description:

This project is for the replacement of damaged or deteriorated fencing, sound walls, or streetlights that the City is responsible for maintaining. This project also includes new installations determined to be required for public safety and protection.



ST-42: WEST LELAND ROAD HIGH FRICTION SURFACE TREATMENT

Project No.
TBD

Status:
In Design

Estimated Project Cost:
\$718,000

Project Limits:
West Leland Road, from Railroad Avenue to Montevideo Drive

Funding Sources

Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, and Grants

Identified Funding: HSIP \$547,920 (grant), \$60,880 Gas Tax, \$110,000 MJ

Project Description:

Install High Friction Surface Treatment (FST) at five (5) locations:

- 1.) Intersection approaches to West Leland Road/Bailey Road
- 2.) Intersection approaches to West Leland Road/Railroad Avenue
- 3.) Horizontal curve between Marsh Avenue and Crestview Avenue
- 4.) Horizontal curve ~900 ft west of West Leland Road/Range Road intersection
- 5.) Horizontal curve west of West Leland Road/Dover Way.



ST-43: WEST LELAND ROAD PAVEMENT DELINEATION, WARNING SIGNAGE, HIGH VISIBILITY CROSSWALK IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATION AT RANGE ROAD

Project No.
TBD

Status:
In Design

Estimated Project Cost:
\$265,900

Project Limits:
West Leland Road, from Railroad Avenue to Bailey Road

Funding Sources

Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, and Grants
Identified Funding: HSIP \$265,900 (100%)

Project Description:

Install raised pavement markers and reflectors through intersections to ensure proper lane usage. Install warning signage and reflectors at horizontal curves. Replace existing marked crosswalks with high visibility crosswalks, including advance STOP bars (limit lines).

Modify existing traffic signal system at West Leland Road/Range Road/Golf Club Road intersection by adding a left-turn phase for the Range Road approach.



ST-44: CITYWIDE SIDEWALK REPLACEMENT PROJECT

Project No.
TBD

Status:
Awaiting Funding

Estimated Project Cost:
\$85,000

Project Limits:
Various locations citywide

Funding Sources

Eligible Funding Source: Measure J
Identified Funding Source: none

Project Description:

This annual project will replace damaged sidewalk and reduce trip hazards throughout the City.



ST- 45: 2021/22 CITYWIDE TRAFFIC CALMING PROJECT

Project No.
TBD

Status:
Funded

Estimated Project Cost:
\$50,000

Project Limits:
Citywide

Funding Sources:
Eligible Funding Source: Gas Tax, Measure J,
Grant Funding, Gas Tax RMRA
Identified Funding: \$50,000 Measure J

Project Description:

This project will construct speed humps and other traffic calming improvements at locations throughout the City to be determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.



ST-47: 2020/21 STREET MAINTENANCE PROJECT

Project No.
TBD

Status:
Projected Funding for FY 20/21

Estimated Project Cost:
\$350,000

Project Limits:
Sugartree Dr, Lislin Ct, El Seco Way, Baja Ct, Peachtree Cir, Jacqueline Dr (north), Rancho Way, Oaktree Ct, Rosewood Ct

Funding Sources:
Eligible Funding Source: Gas Tax
Identified Funding Source: \$350,000 HUTA,
\$50,000 RMRA

Project Description:

This project will be determined based on use of the Pavement Management System (PMS) and Staff input. The project will use a variety of pavement management techniques including, slurry seal, patch paving, three-layer treatment, and crack sealing as appropriate to extend the useful life of the roadway.



ST-48: 2021/22 STREET MAINTENANCE PROJECT

Project No.
TBD

Status:
Projected Funding for FY21/22

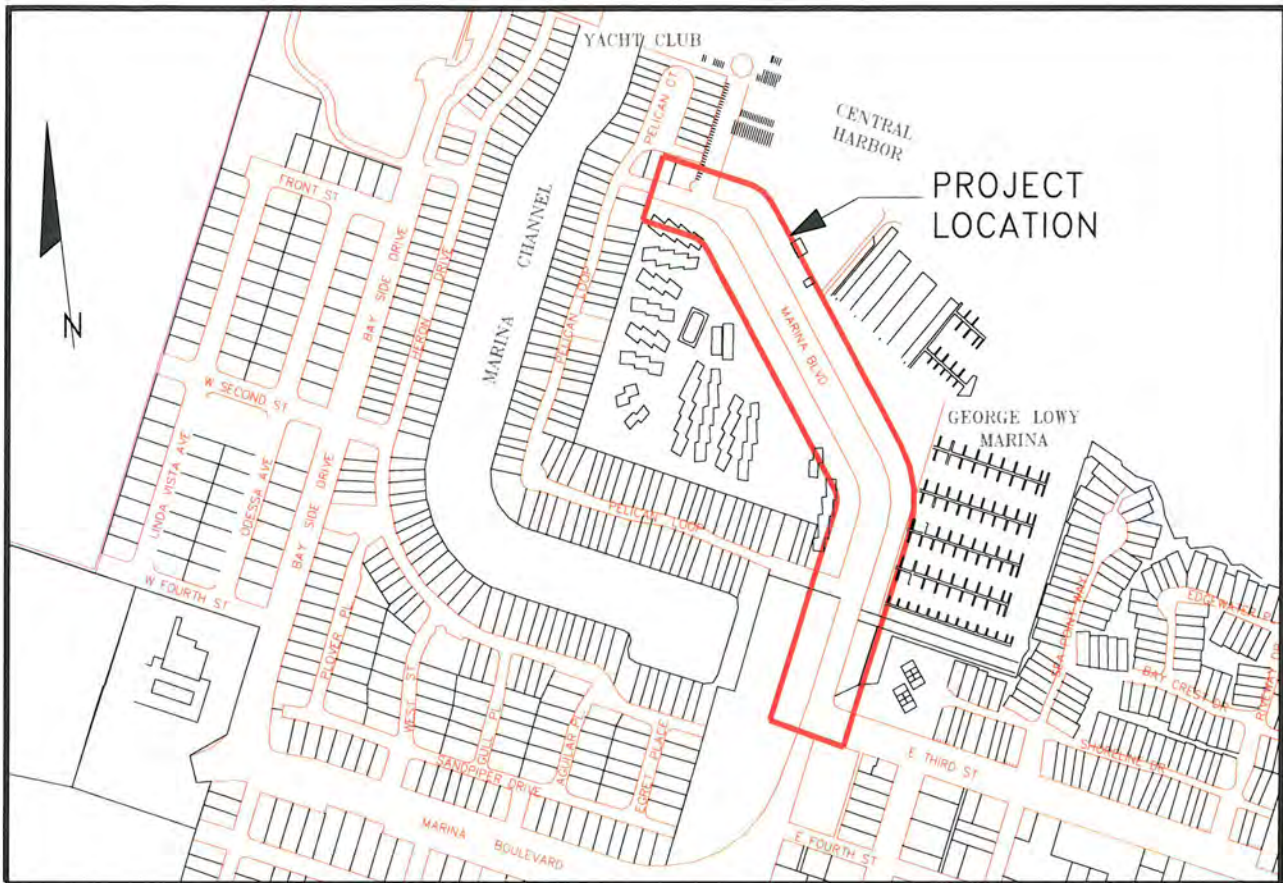
Estimated Project Cost:
\$400,000

Project Limits:
Covington Dr, Ashbury Way, Dover Way,
Arlington Dr, Garcia Avenue (Piedmont to
Harbor)

Funding Sources:
Eligible Funding Source: Gas Tax
Identified Funding Source: \$400,000 HUTA

Project Description:

This project will be determined based on use of the Pavement Management System (PMS) and Staff input. The project will use a variety of pavement management techniques including, slurry seal, patch paving, base failures, and crack sealing as appropriate to extend the useful life of the roadway.



ST-49: MARINA BOULEVARD IMPROVEMENTS (Marina Master Plan Phase III)

Project No.
TBD

Status:
Awaiting Funding

Estimated Project Cost:
\$1,550,000

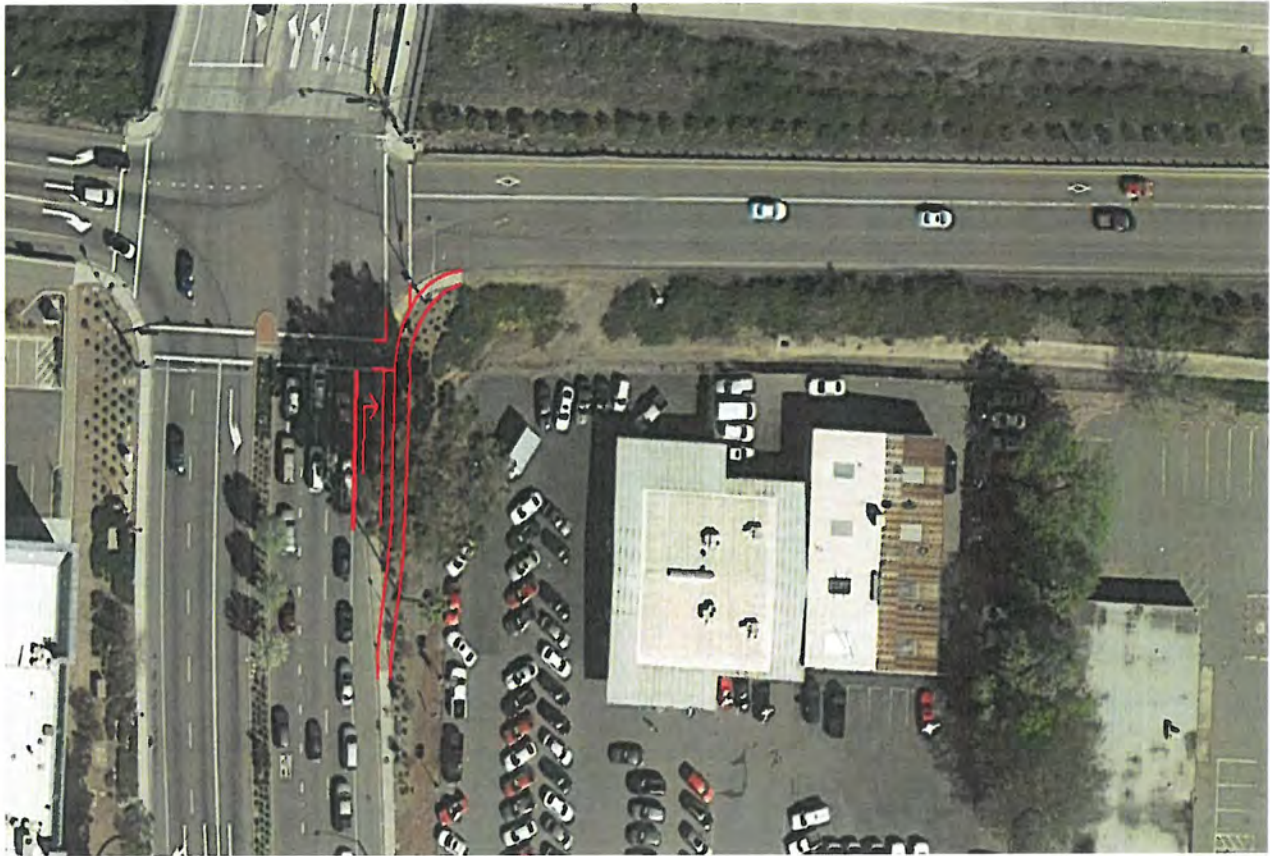
Project Limits: Marina Boulevard from
3rd Street north

Funding Sources:

Eligible Funding Source: Grants
Identified Funding: None

Project Description:

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.



ST-50: RAILROAD AVENUE NORTHBOUND RIGHT-TURN LANE AT HIGHWAY 4

Project No.
TBD

Status:
Awaiting funding

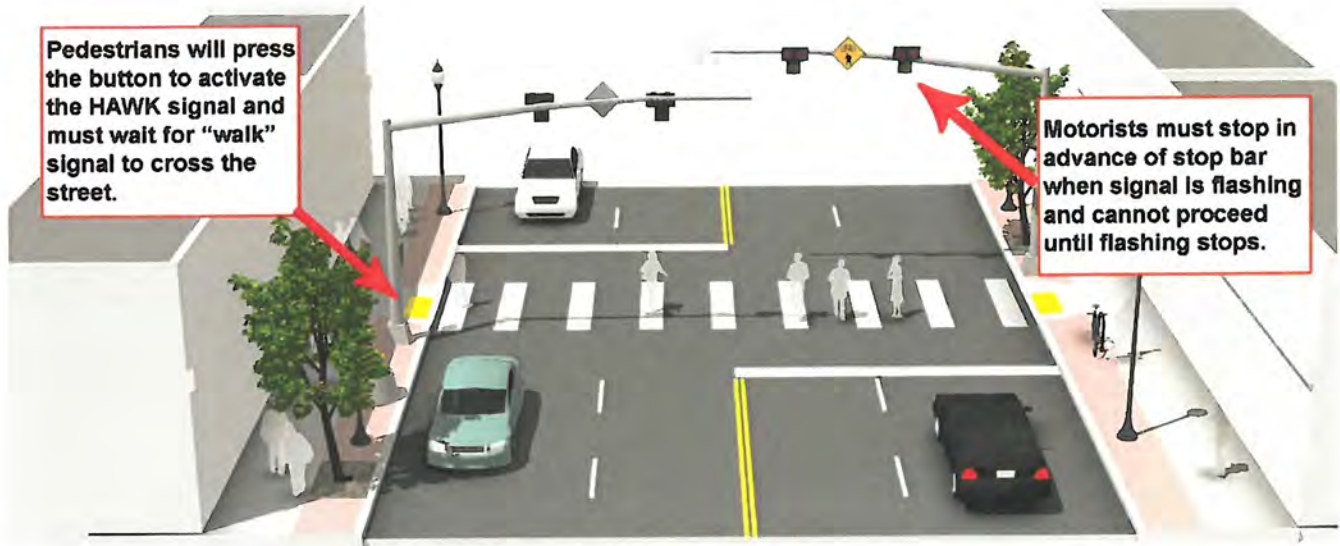
Estimated Project Cost:
\$300,000

Project Limits:
Railroad Avenue (northbound only), from Bliss Avenue to State Route 4 eastbound on-ramp

Funding Sources:
TBD

Project Description:

Widen northbound Railroad Avenue approach to State Route 4 eastbound on-ramp to allow for an exclusive 100 LF right-turn lane. This widening may necessitate removal of a eucalyptus tree and relocation of two 1-B traffic signal poles.



ST- 51: STONEMAN AVENUE PEDESTRIAN IMPROVEMENTS

Project No.
3115

Status:
Design

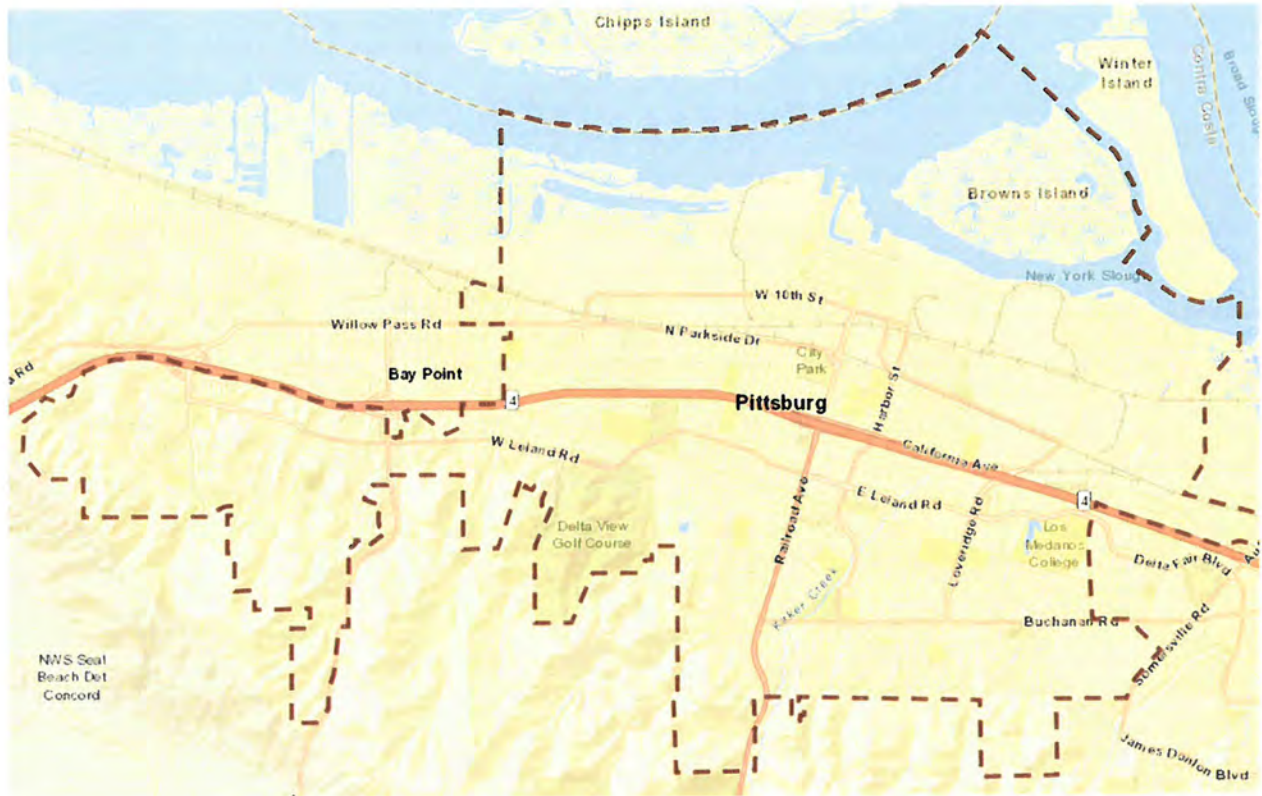
Estimated Project Cost:
\$880,000

Project Limits:
Three intersections on Stoneman Avenue
(Briarcliff Drive, Meadowbrook Circle,
Meadowbrook Avenue)

Funding Sources
Eligible Funding Source: Gas tax, Measure J,
SR2S
Identified Funding: \$880,000 HSIP-8

Project Description:

Upgrade intersection pavement markings/signage and install pedestrian HAWK signals for existing crosswalks at three intersections on Stoneman Avenue (Meadowbrook Avenue, Meadowbrook Circle, and Briarcliff Drive). Install dynamic/variable speed warning signs along Stoneman Avenue.



ST- 52: ANNUAL CITYWIDE STRIPING & SIGNAGE PROJECT

Project No.
TBD

Status:
Funded

Estimated Project Cost:
\$50,000 annually
\$250,000 thru term of 5 year
CIP

Project Limits:
Citywide

Funding Sources:
Eligible Funding Source: Gas tax, Measure J,
RMRA Gas Tax

Identified Funding: \$100,000 HUTA \$200,000
Future

Project Description:

This project will provide funding to complete new installation of signing and striping improvements or removal and replacement of existing signing and striping at locations Citywide. Priority for locations will be determined by Public Works and Engineering Departments.



ST-55: W. LELAND ROAD EXTENSION (PHASE II & PHASE III)

Project No.
3011

Status:
Construction of Phase II

Estimated Project Cost:
\$5,857,000

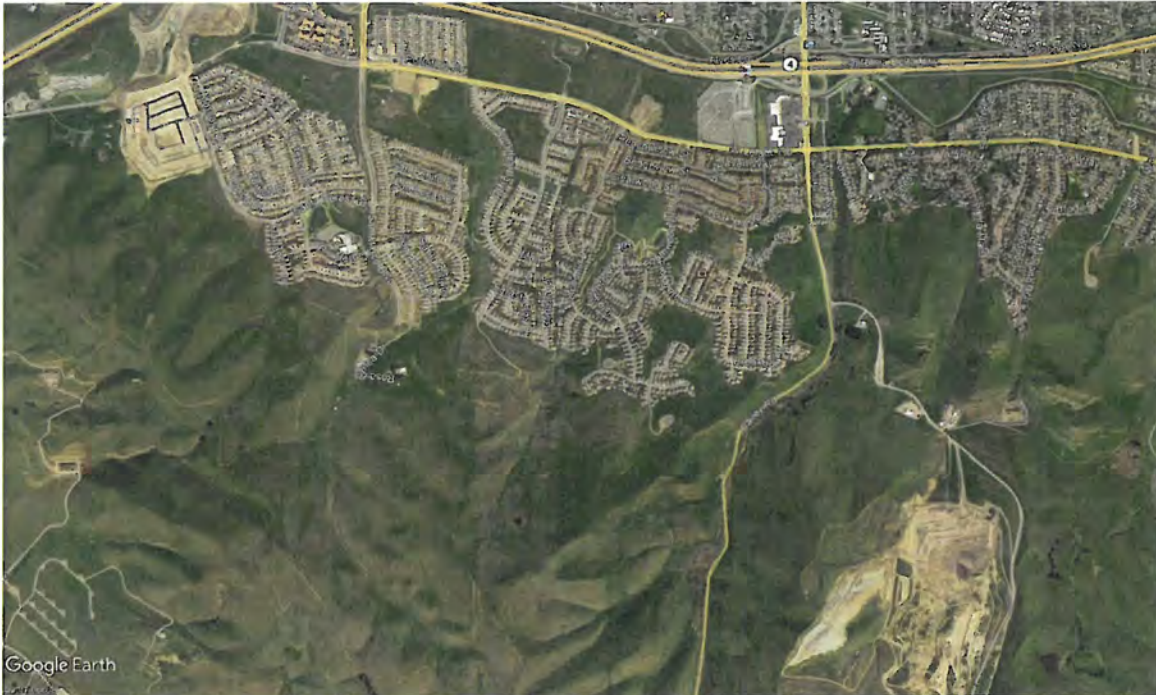
Project Limits:
San Marco Boulevard to Santa Theresa
Phase II, Santa Theresa to Avila Road

Funding Sources:

Eligible Funding Source: TMF/Developer
Identified Funding: \$50,000 LTMF (plan
check)

Project Description:

This project will extend W. Leland Road from San Marco Boulevard to Avila Road. The new road will be 4 lanes with a raised median and sidewalks. The project will accommodate bicycle facilities where appropriate. 68% TMF Eligible.



ST-56: SAN MARCO BOULEVARD (SR4 to Bailey Road)

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$14,038,000

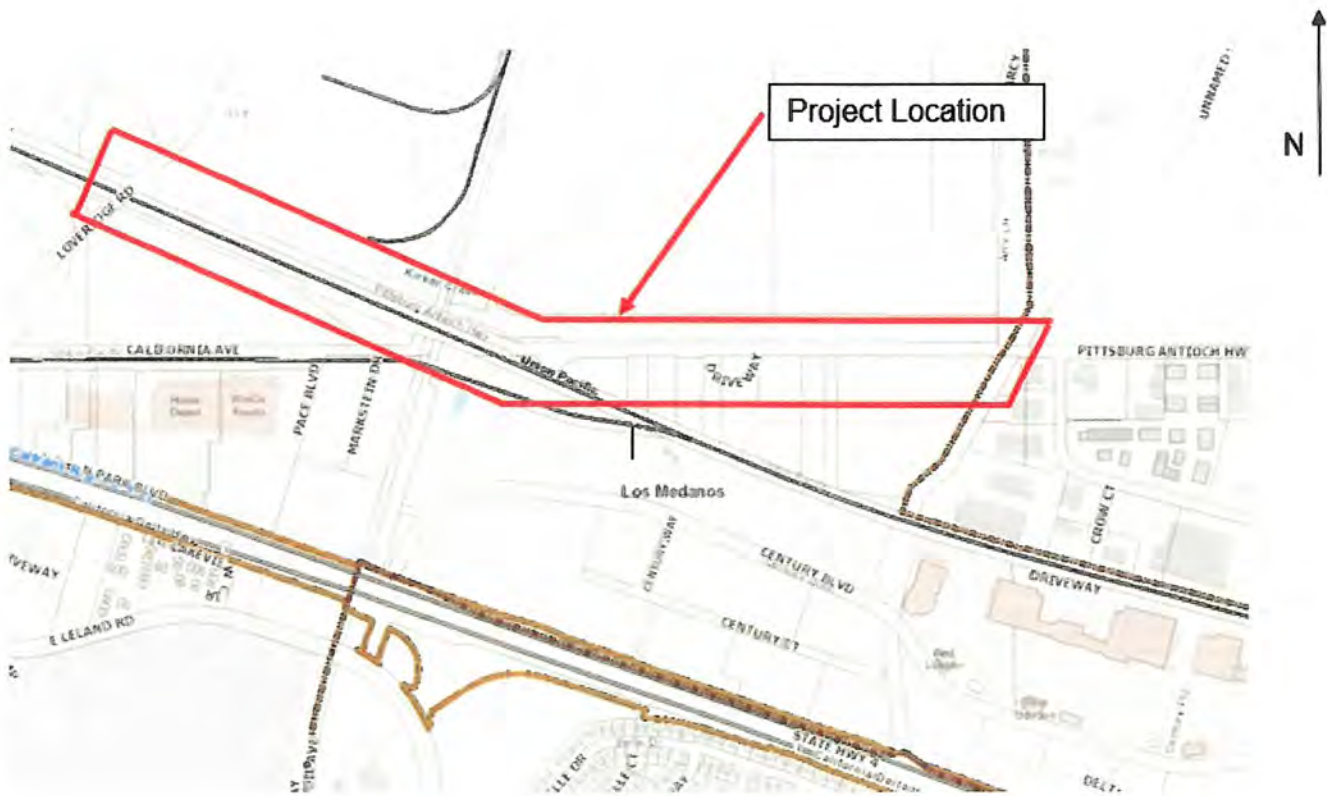
Project Limits:
Southwest area of Pittsburg

Funding Sources:

Eligible Funding Source: TMF/Developer
Identified Funding: \$100,000 LTMF

Project Description:

The project will extend San Marco Boulevard to Bailey Road. The new roadway will accommodate bicycle facilities where appropriate. The project is 79% TMF eligible.



ST-57: PITTSBURG-ANTIOCH HIGHWAY WIDENING

Project No.

To be determined

Status:

Awaiting funding (local and regional fees) and/or frontage development to occur

Estimated Project Cost:

\$11,070,000

Project Limits:

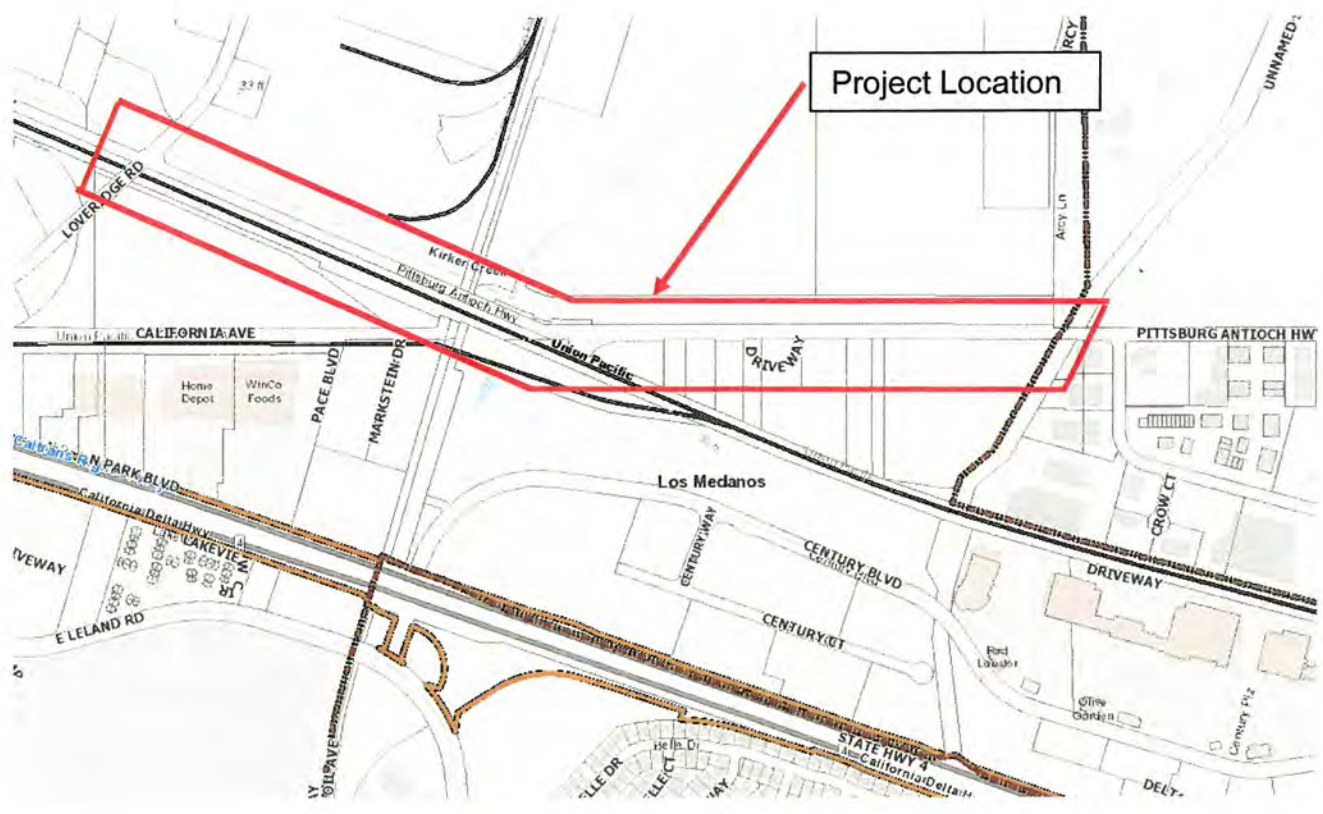
Pittsburg-Antioch Highway, from Loveridge Road to eastern City limits at Arcy Lane.

Funding Sources

Eligible Funding Source: LTMF (80%), PRTDIM, Measure J, Gas Tax Revenues, Grants, Developer
Identified Funding Source: None

Project Description:

This project will widen Pittsburg-Antioch Highway from 2-lanes to 4-lanes. The project will accommodate bicycle facilities where appropriate. Roadway widening to accommodate a center storage lane for left-turns in front of businesses (2WLTL) is provided under CIP Item ST-58. The regional project limits for widening Pittsburg-Antioch Highway to 4-lanes extend to Somersville Road in the City of Antioch. 81% TMF eligible.



ST-58: PITTSBURG-ANTIOCH HIGHWAY TWO-WAY LEFT TURN LANES

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$300,000

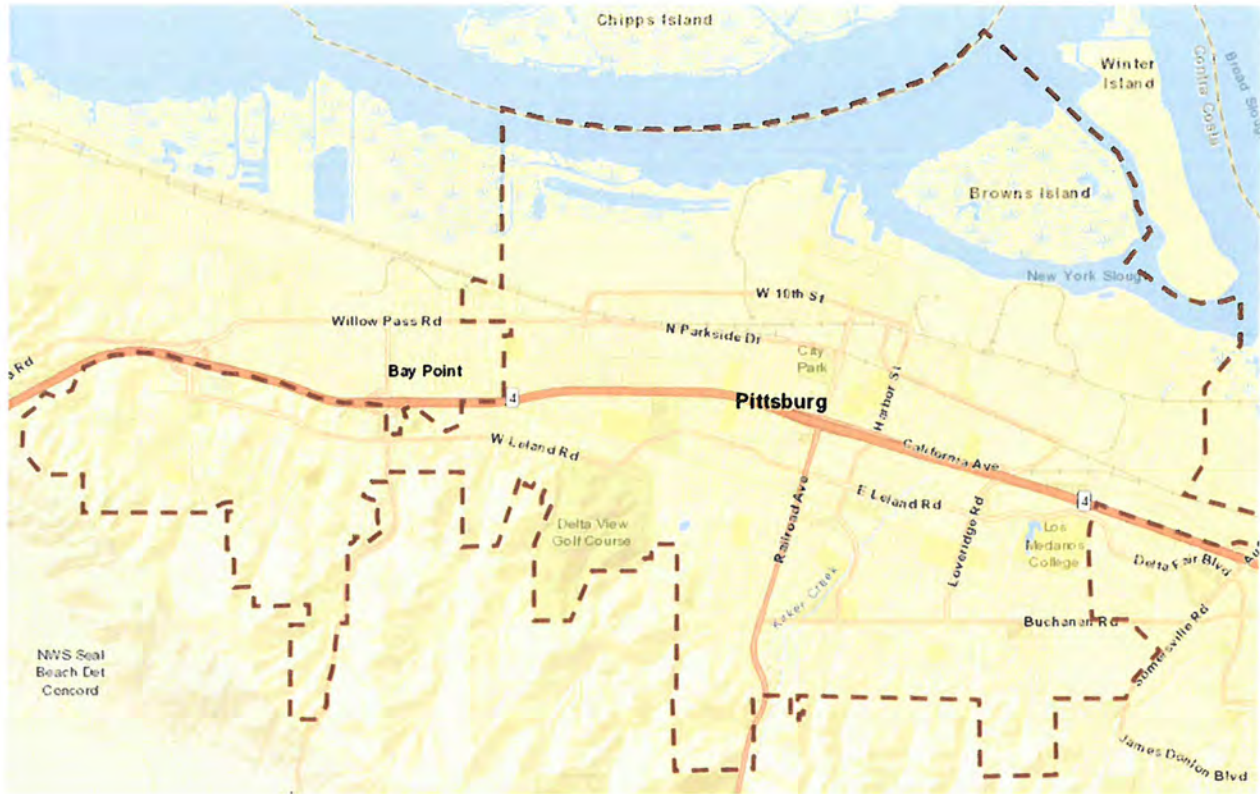
Project Limits:
Section of Pittsburg-Antioch Highway
between Loveridge Road and Arcy Lane

Funding Sources:

Eligible Funding Source: Developer, TMF
Identified Funding: TBD

Project Description:

This project will construct a two-way left turn lane for businesses located along Pittsburg-Antioch Highway between Loveridge Road and Arcy Lane. The project will accommodate bicycle facilities where appropriate. This project may be constructed as development occurs prior to a larger widening project. 81% TMF eligible.



ST-59: SB1 2022/23 PAVEMENT MANAGEMENT PROJECT

Project No.
TBD

Status:
2022/23 Allocation \$950,000

Estimated Project Cost:
\$950,000

Project Limits:
To be determined.

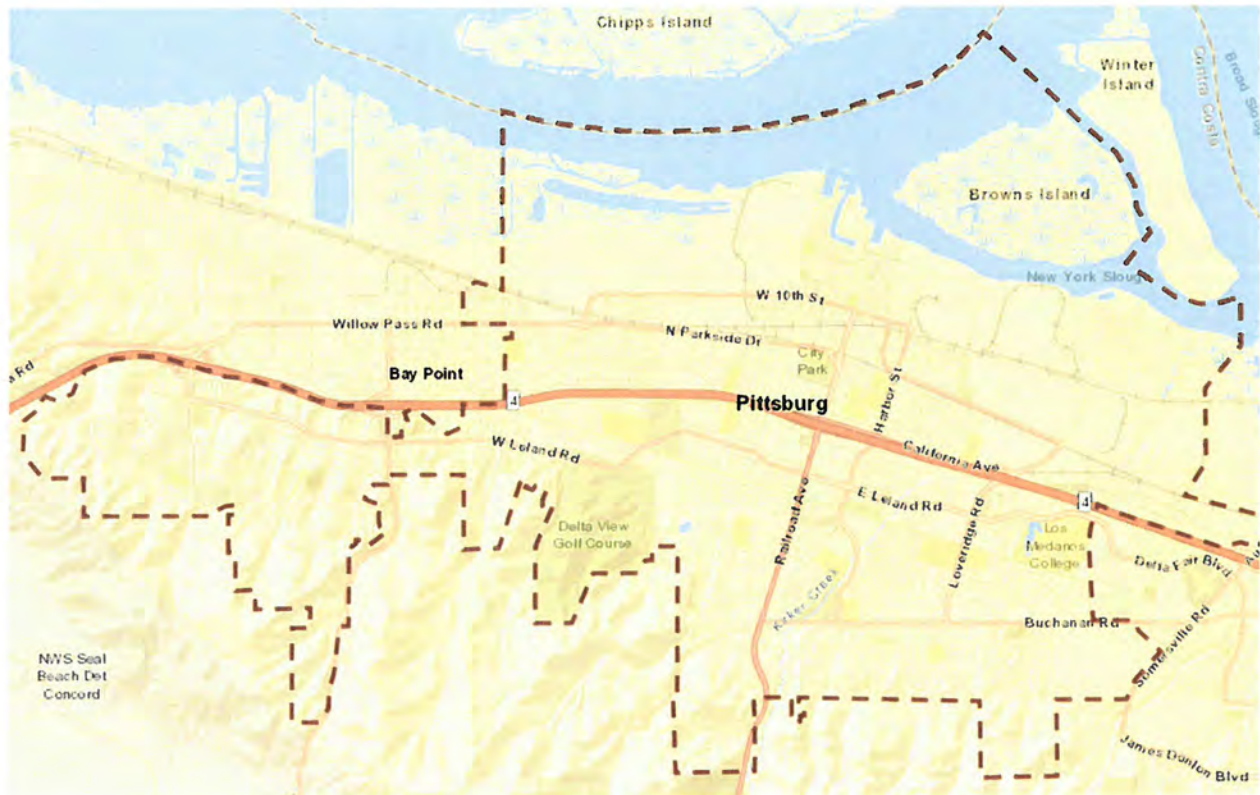
Funding Sources

Eligible Funding Sources: Gas Tax, Measure J, RMRA

Identified Funding: \$950,000 RMRA

Project Description:

The project will use a variety of pavement management techniques including, slurry seal, patch paving, pavement overlay, pavement inlay, pavement reconstruction, base failure repairs and crack sealing as appropriate to extend the useful life of the roadway.



ST-60: 2022/23 STREET MAINTENANCE PROJECT

Project No.
TBD

Status:
2022/23 Allocation \$400,000

Estimated Project Cost:
\$400,000

Project Limits:
TBD

Funding Sources

Eligible Funding Sources: Gas Tax, Measure J, RMRA

Identified Funding: \$400,000 Gas Tax

Project Description:

This project will be determined based on use of the Pavement Management System (PMS) and Staff input. The project will use a variety of pavement management techniques including, slurry seal, patch paving, pavement overlay, pavement inlay, pavement reconstruction, and crack sealing as appropriate to extend the useful life of the roadway.



ST-62: CALIFORNIA AVENUE WIDENING PHASE III (Harbor Street to Railroad Avenue)

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$10,035,000

Project Limits:
From Harbor Street to Railroad Avenue

Funding Sources

Eligible Funding Source: TMF
Identified Funding Source: TBD

Project Description:

This project includes obtaining right-of-way, constructing drainage improvements and widening California Avenue. This project will provide two lanes in each direction from Railroad Avenue to Harbor Street. Re-alignment of California Avenue will be required when the proposed west bound State Route 4 offramp is constructed. 96% TMF eligible.



ST-63: MARINA BOULEVARD/BLACK DIAMOND STREET/EAST FIFTH STREET INTERSECTION IMPROVEMENTS

Project No.
TBD

Status:
Awaiting funding and/or development

Estimated Project Cost:
\$95,000

Project Limits:
Intersection of Marina Blvd./Black Diamond St./E. Fifth St., and its approaches

Funding Sources

Eligible Funding Source: Measure J, Gas Tax Revenues, Grants (TLC), Development
Identified Funding Source: None

Project Description:

This project will realign the intersection and its approaches to more closely resemble a conventional grid pattern street layout, similar to the surrounding downtown streets and blocks. This will allow additional area for a parking structure to be constructed at the Marina Parking lot site (located on the northwest corner of the intersection).



ST-64: LINSCHIED DRIVE TRAFFIC CALMING

Project No.

To be determined

Status:

To be designed, awaiting funding

Estimated Project Cost:

\$100,000

Project Limits:

Intersection of Linscheid Dr., Ramona St., and Madoline St., and its approaches

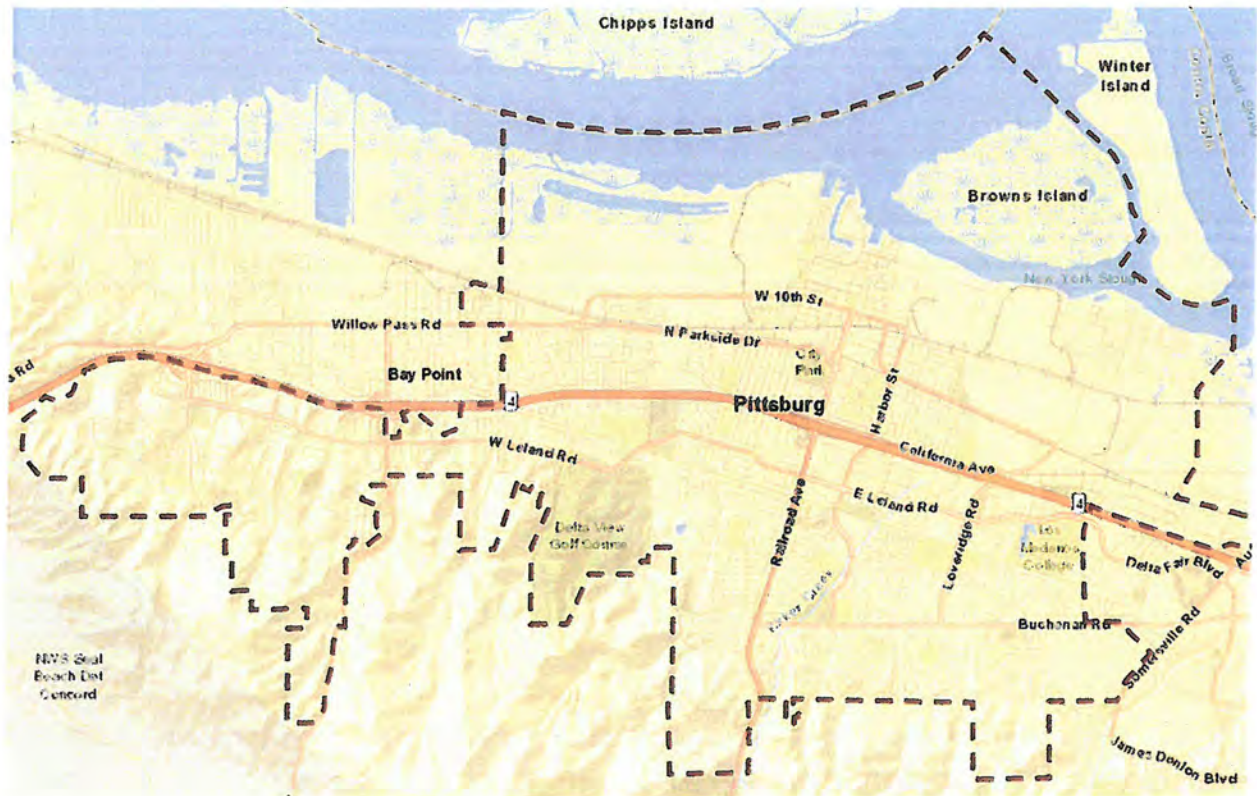
Funding Sources

Eligible Funding Source: Measure J, Gas Tax Revenues, Grants (TETAP for design)

Identified Funding Source: None

Project Description:

This project will realign the intersection and its approaches to meet current standards as a neighborhood traffic calming measure that will follow the City's adopted Traffic Calming Policy. 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. Among the options under consideration is installation of traffic circles at this offset intersection. Additional investigation is necessary to determine what measure should be implemented.



ST-67: SCHOOL AREA PEDESTRIAN COUNTDOWN SIGNALS

Project No.
TBD

Status:
Awaiting Funds

Estimated Project Cost:
\$100,000

Project Limits:
Various intersections located near target schools
(citywide)

Funding Sources
Eligible Funding: TBD
Identified Funding: None

Project Description:

This project will install pedestrian countdown signal heads at 18 signalized intersections with a high pedestrian volume located near target schools. This project also includes an educational outreach program for student pedestrians and parents to suggest routes to and from eight elementary schools and two junior high schools.

Intersections Include: W. Leland@Crestview, W. Leland@Railroad, Railroad@West, W. Leland@Dover, W. Leland@Burton, Harbor@Buchanan, Harbor@Yosemite, Lovelidge@E. Leland, Lovelidge@Delta DeAnza Trail, Lovelidge@Stoneman, Lovelidge@Ventura, Lovelidge@Buchanan, Willow Pass@Loftus, Harbor@School, Railroad@Civic, Railroad@Power, San Marco@W. Leland



ST-69: PRESIDIO LANE PEDESTRIAN SAFETY IMPROVEMENTS

Project No.
TBD

Status:
Awaiting funds

Estimated Project Cost:
\$ 25,000

Project Limits:
Presidio Lane crosswalk between Senior Center
and Stoneman Village senior housing

Funding Sources
Eligible Funding: TBD
Identified Funding: None

Project Description:
This project will enhance pedestrian safety at the crosswalk across Presidio Lane between the Senior Center and Stoneman Village senior housing.



ST-72: WILLOW PASS ROAD CLASS III BICYCLE FACILITY

Project No.
TBD

Status:
Awaiting Funds

Estimated Project Cost:
\$ 200,000

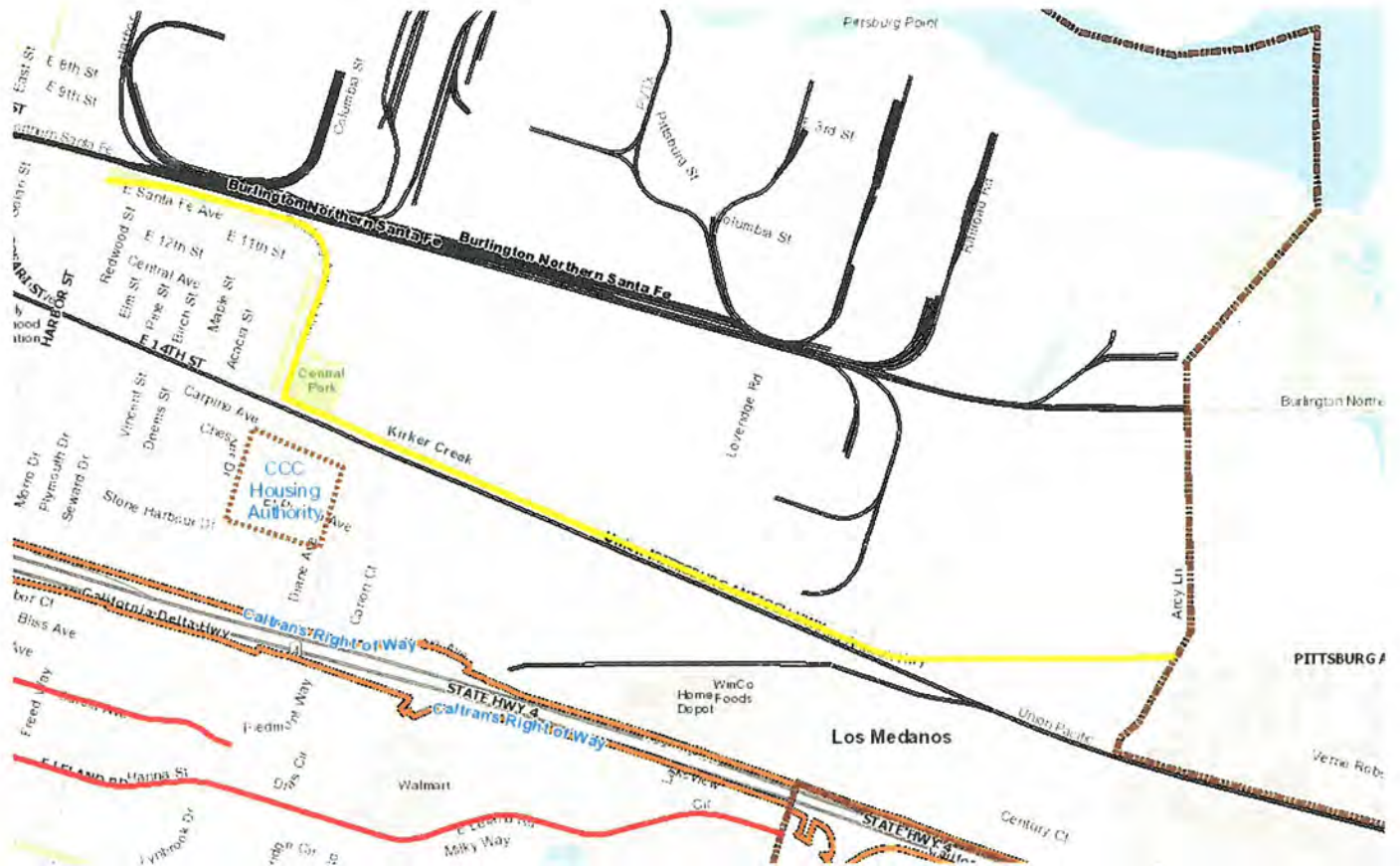
Project Limits:
Willow Pass Road from West Tenth Street to
Union Pacific Railroad Crossing

Funding Sources
Eligible Funding: TBD

Identified Funding: None

Project Description:

This project includes widening, signing and striping Willow Pass Road to provide a Class III bicycle facility from West 10th Street to the Union Pacific Railroad crossing. The project will include construction of 8' shoulders east and west bound along the entire length of Willow Pass Road.



ST- 73: PATCH PAVING, SEALING & STRIPING

Project No.
TBD

Estimated Project Cost:
\$500,000

Status:
2019/20 Allocation: \$500,000

Project Limits:
Pittsburg Antioch Hwy from Harbor Street to Arcy Lane

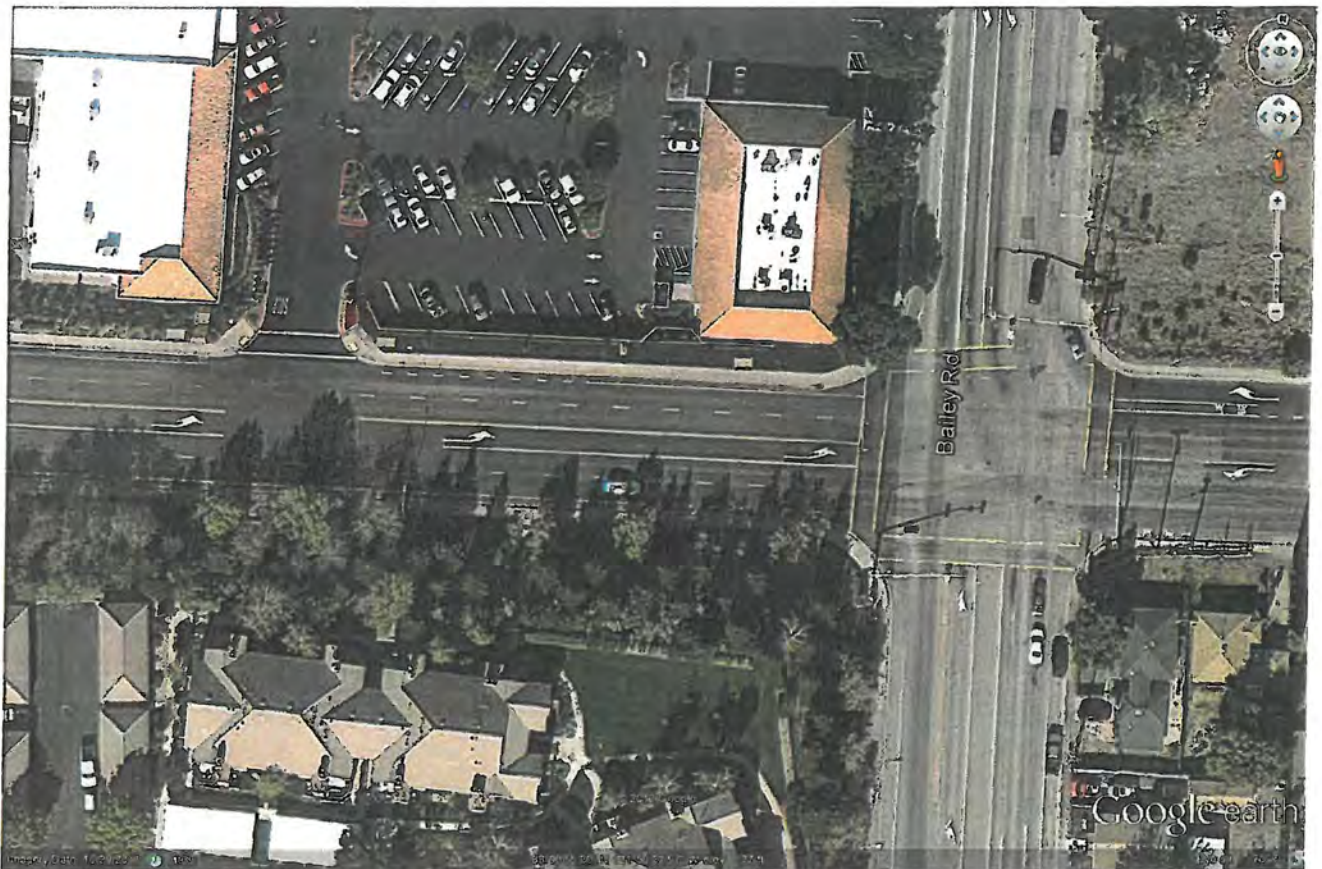
Funding Sources:
Eligible Funding Source: Gas Tax, SB-1 Gas Tax (RMRA) Measure J, General Fund (GF)
Identified Funding: \$500,000 GF

Project Description:

This project is for preventative maintenance aimed at mitigating future failures of streets and street segments. The locations and priorities are determined by Public Works and Engineering staff with guidance from the City's Pavement Management Program.

For 2019/20, the following arterial street segment has been identified:

- Pittsburg Antioch Hwy from Harbor Street to Arcy Lane



ST-95: INTERSECTION GEOMETRIC IMPROVEMENTS (BAILEY ROAD & WEST LELAND ROAD)

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$3,000,000

Project Limits:
West Leland Road between Bailey Road and Oak Hills Drive

Funding Sources
Eligible Funding Sources: LTMF, Developer Fair Share
Identified Funding: None

Project Description:

The project provides for geometric improvements on the eastbound approach to the intersection Bailey Road & West Leland Road. The scope of work contemplated includes widening of the eastbound approach to add a second left-turn lane and an exclusive right-turn lane on the eastbound approach. It is intended that the geometry will accommodate a Class 2 bike lanes. The improvements will add capacity on the eastbound approach, provide for more efficient signal timing, improve intersection level of service, and reduce queuing on the eastbound leg of the intersection. The geometric improvements will require right-of-way acquisition and construction of retaining walls along the north and south sides of West Leland Road between Bailey Road and Oak Hills Drive.



ST-96: CITYWIDE ARTERIAL MEDIAN CONVERSION PROJECT

Project No.

Status:

2019/20 Allocation \$25,000

Estimated Project Cost:

\$25,000 FY 19/20 and
\$30,000 annually thereafter
\$145,000 thru term of 5-year
CIP

Project Limits:

Arterial Streets Citywide

Funding Sources

Eligible Funding Source: Measure J

Identified Funding Source: \$145,000

Measure J

Project Description:

The locations and priorities are determined by staff in order to provide adequate areas for maintenance staff working within the medians on arterial streets.



ST-98: 2019/20 STREET MAINTENANCE PROJECT

Project No.
TBD

Status:
2019/20 Allocation \$322,427

Estimated Project Cost:
\$322,427

Project Limits:
Highland Meadows (street segments as shown below)

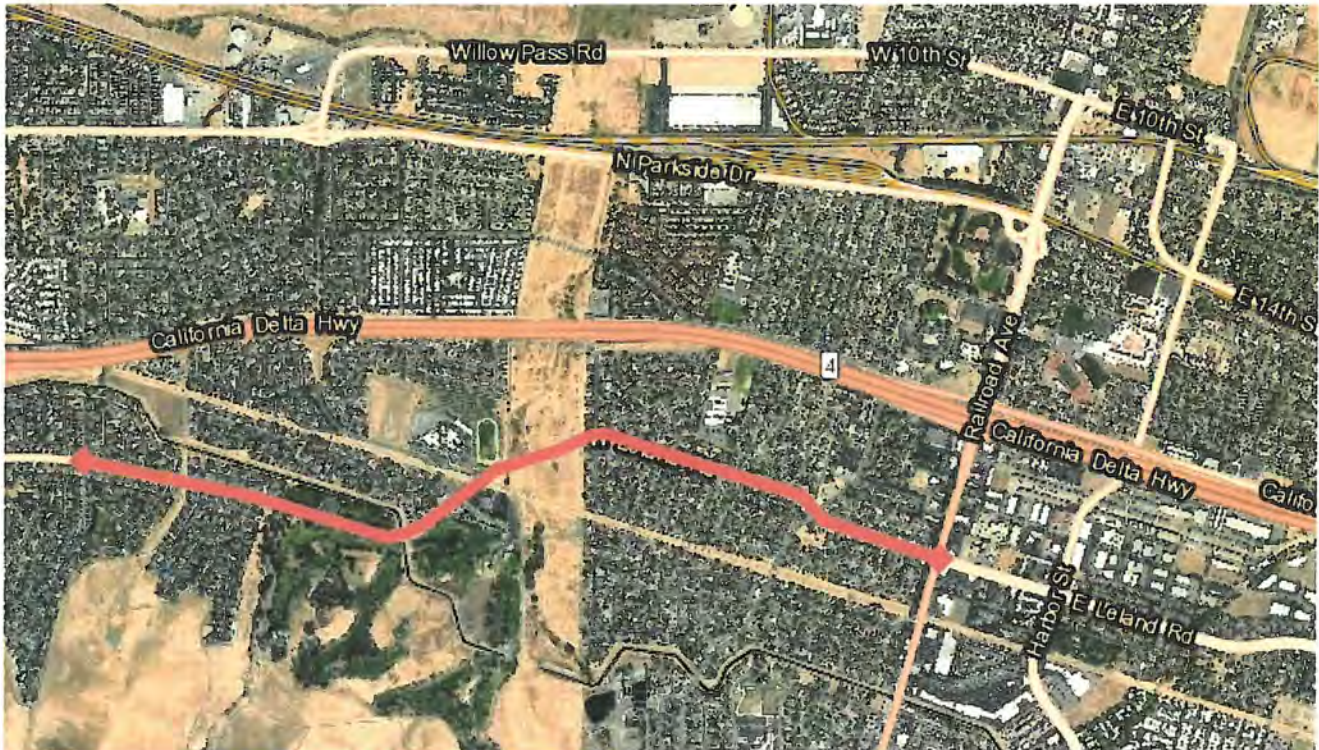
Funding Sources:
Eligible Funding Source: Gas Tax
Identified Funding Source: \$150,000 HUTA,
\$172,427 RMRA

Project Description:

This project was determined based on use of the Pavement Management System (PMS) and Staff input. The project will use the three-layer pavement treatment on the residential streets in the Highland Meadows neighborhood.

Those streets/street segments include the following:

- Cypress Way from Norine Drive to Woodland Drive
- Roundhill Drive from Woodland Drive to Norine Drive
- Woodland Drive from Norine Drive to Roundhill Drive



ST-99: SB1 2019/20 PAVEMENT MANAGEMENT PROJECT

Project No.

Status:

2019-20 Allocation: \$895,000

Estimated Project Cost:
\$895,000

Project Limits:

West Leland Road – Jacqueline Drive to Railroad Avenue (locations determined by HSIP 7 Project)

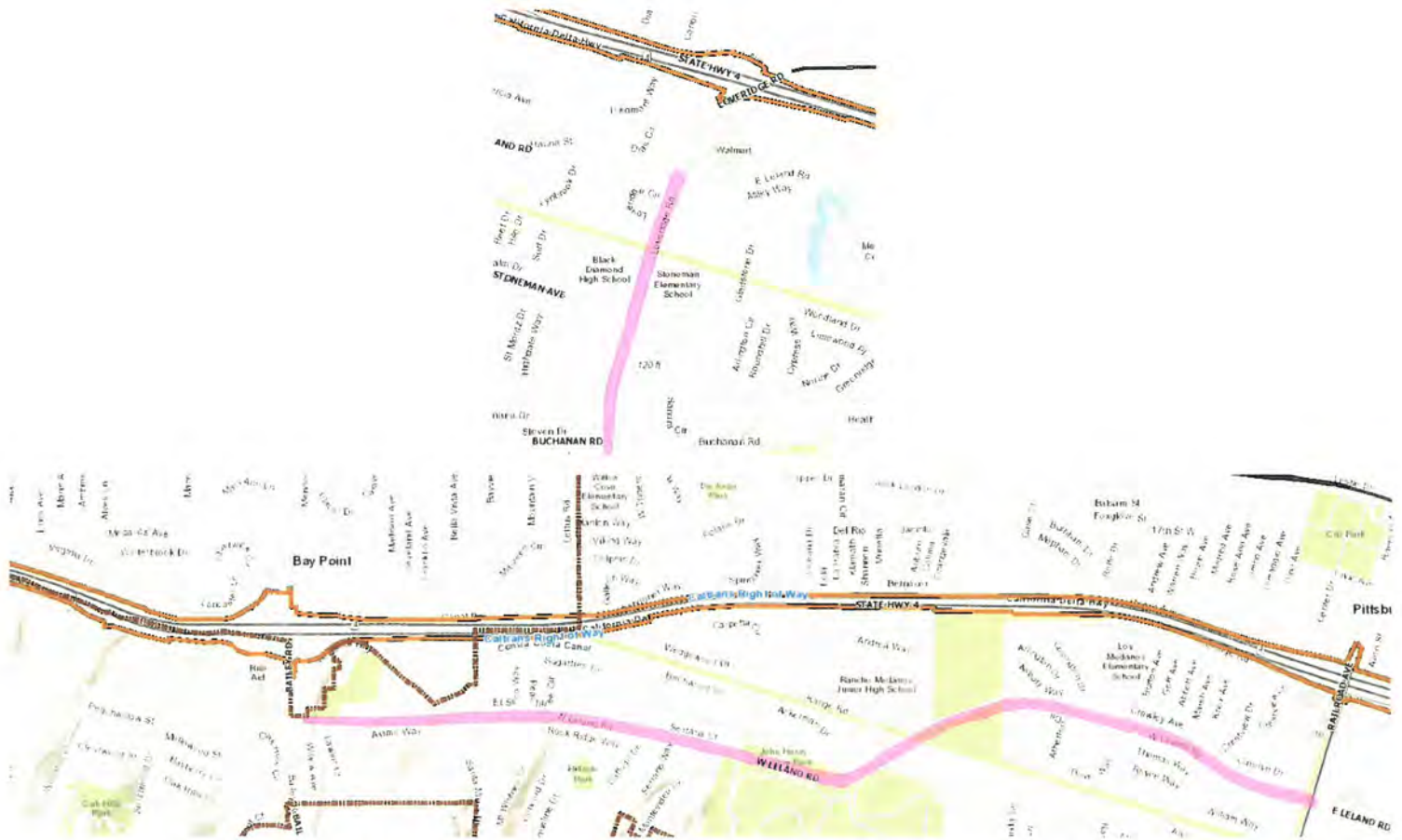
Funding Sources:

Eligible Funding Sources: Gas Tax, SB-1 Gas Tax (RMRA), Measure J

Identified Funding: \$895,000 RMRA

Project Description:

This project will repair particular locations on West Leland Road from Railroad Avenue to Jacqueline Drive in preparation for the HSIP 7 project that is scheduled for construction early 2020. The project will use a variety of pavement management techniques including slurry seal, patch paving, pavement overlay/inlay, pavement reconstruction and crack sealing as appropriate to extend the useful life of the roadway.



ST-100: 2020/21 STP/OBAG II PAVEMENT IMPROVEMENT PROJECT

Project No.

Status:

2019/20 Allocation \$180,000

Estimated Project Cost:
\$2,590,000

Project Limits:

West Leland Road – South Broadway to Railroad Avenue

Loveridge Road –East Leland Road to Buchanan Road

Funding Sources:

Eligible Funding Sources: Gas Tax, SB-1 Gas Tax (RMRA), Measure J, One Bay Area Grant (OBAG) II/STP

Identified Funding: \$2,410,000 OBAG II/S, \$180,000 RMRA

Project Description:

This project will rehabilitate the roadway on West Leland Road from Woodhill Drive to Railroad Avenue and Loveridge Road from East Leland Road to Buchanan Road. The project will use a variety of pavement management techniques including crack sealing, base repairs, patch paving, milling, geosynthetics, and other treatments as appropriate to extend the useful life of the roadway.



ST- 101: 2022/23 TRAFFIC CALMING PROJECT

Project No.
TBD

Status:
2022/23 Allocation \$50,000

Estimated Project Cost:
\$50,000

Project Limits:
Citywide

Funding Sources
Eligible Funding Source: HUTA, Measure J, SR2S, RMRA

Identified Funding: \$50,000 Measure J

Project Description:

This project will construct speed humps and other traffic calming improvements at locations to be determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.



ST- 102: 2023/24 TRAFFIC CALMING PROJECT

Project No.
TBD

Status:
2023/24 Allocation \$50,000

Estimated Project Cost:
\$50,000

Project Limits:
Citywide

Funding Sources
Eligible Funding Source: HUTA, Measure J, SR2S, RMRA

Identified Funding: \$50,000 Measure J

Project Description:

This project will construct speed humps and other traffic calming improvements at locations to be determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.



ST-103: SB-1 2023/24 PAVEMENT MANAGEMENT PROJECT

Project No.

Status:

2023/24 Allocation: \$974,000

Estimated Project Cost:
\$974,000

Project Limits:
To Be Determined

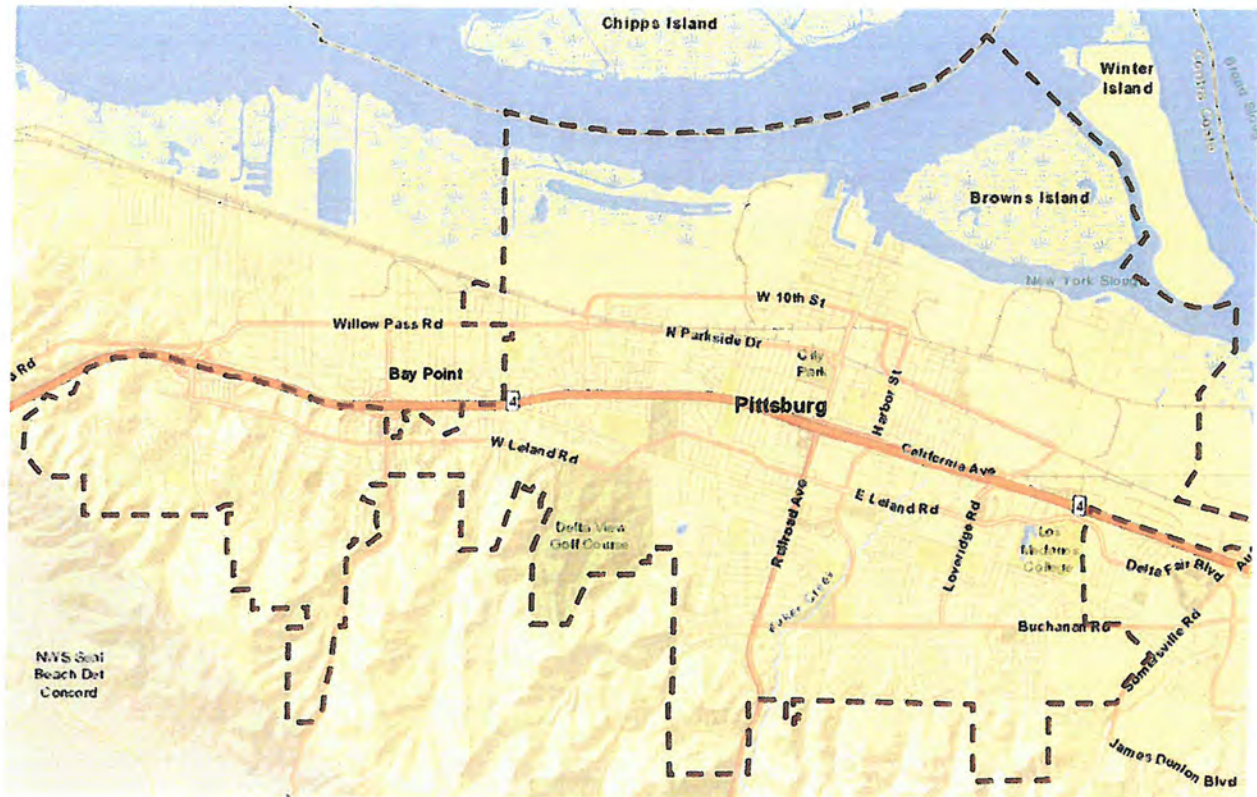
Funding Sources:

Eligible Funding Sources: Gas Tax, SB-1 Gas Tax (RMRA), Measure J

Identified Funding: \$974,000 RMRA

Project Description:

The project will use a variety of pavement management techniques including slurry seal, patch paving, pavement overlay/inlay, base failures, pavement reconstruction and crack sealing as appropriate to extend the useful life of the pavement.



ST-104: 2023/24 STREET MAINTENANCE PROJECT

Project No.
TBD

Status:
Projected Funding for FY 23/24

Estimated Project Cost:
\$400,000

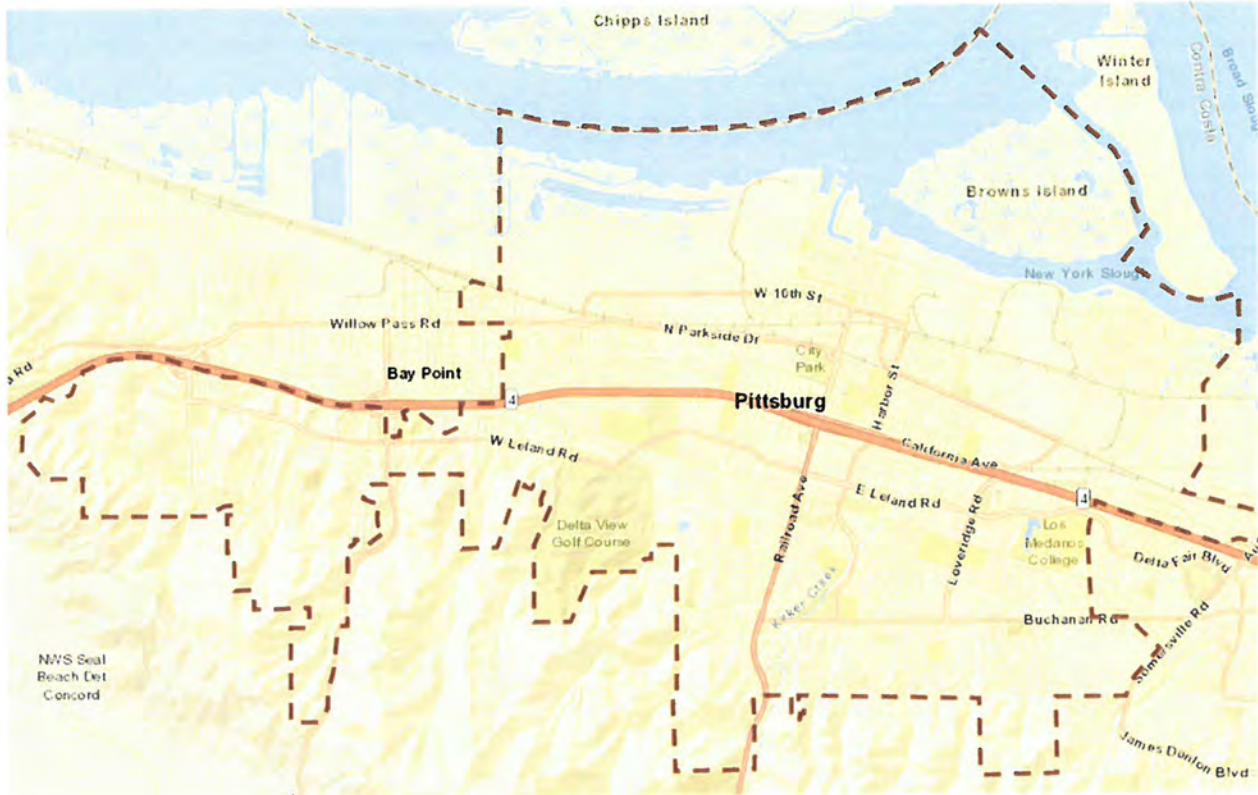
Project Limits:
TBD

Funding Sources
Eligible Funding Sources: Gas Tax, Measure J, RMRA
Identified Funding: \$400,000 HUTA

Project Description:

This project will be determined based on use of the Pavement Management System (PMS) and Staff input. The project will use a variety of pavement management techniques including, slurry seal, patch paving, pavement overlay, pavement inlay, pavement reconstruction, and crack sealing.

SIGNAL PROJECTS



S-2: STREET NAME SIGN LED CONVERSION

Project No.
TBD

Status:
Awaiting Funding

Estimated Project Cost:
\$200,000

Project Limits:
Citywide

Funding Sources:
Eligible Funding: TBD

Identified Funding: None

Project Description:

This project will remove and replace 128 fluorescent street name signs with LED signs to improve visibility and increase energy efficiency.



S-4: SIGNAL AT HARBOR STREET/STONEMAN AVENUE

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$300,000

Project Limits:
Harbor Street intersection at Stoneman Avenue

Funding Sources
Eligible Funding Source: Measure J
Identified Funding: None

Project Description:

This project will design and construct a fully actuated traffic signal at the intersection of Harbor Street and Stoneman Avenue. The project will replace existing all-way stop controls at this intersection.



S-6: TRAFFIC SIGNAL MODIFICATION @ KIRKER PASS ROAD & PHEASANT DRIVE

Project No.

Status:

Awaiting funding

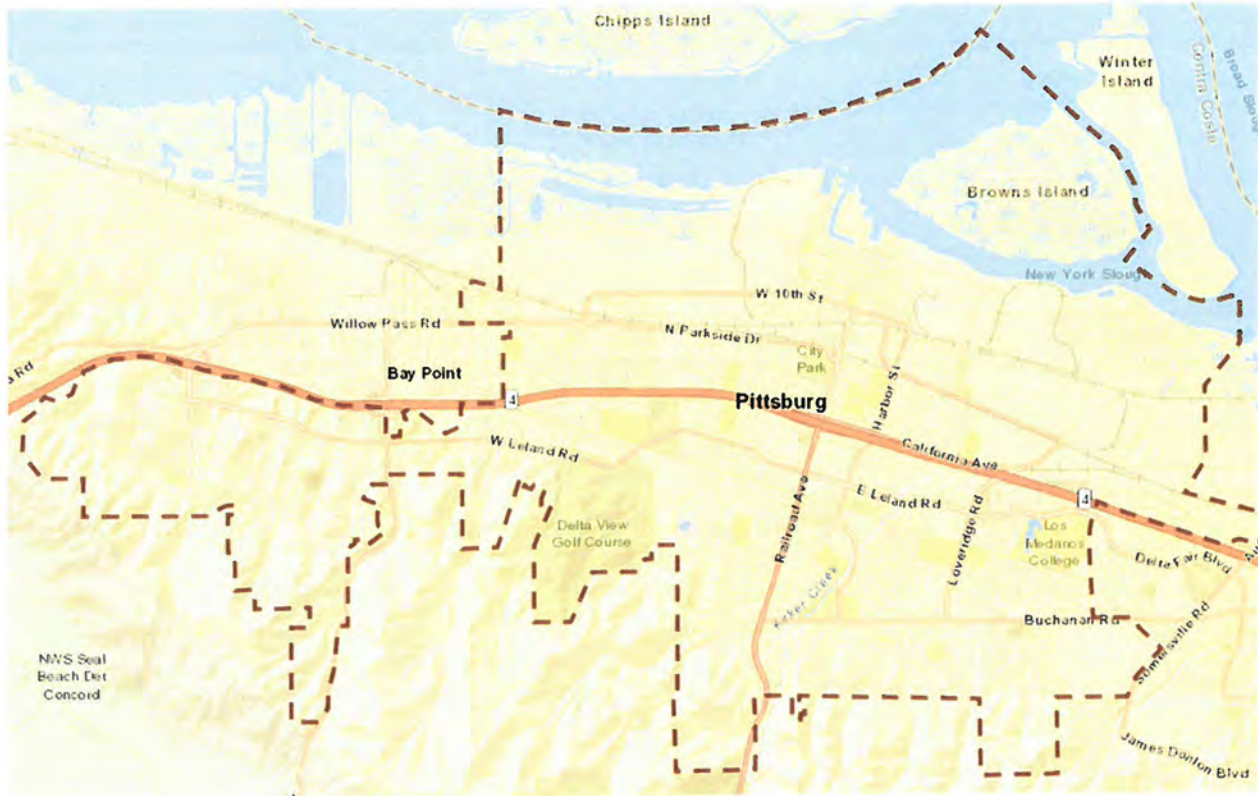
Estimated Project Cost:
\$50,000 TBD

Project Limits:
Kirker Pass Road at Pheasant Drive

Funding Sources:
TBD

Project Description:

Relocate existing north-south marked crosswalk further east. Relocate 1-B traffic signal pole (with phases 4 and 6 signal heads and phase 6 pedestrian head and pushbutton) from raised "porkchop" island in northeast corner to behind sidewalk. Remove two raised "porkchop" islands on the eastern corners. Modify raised median on Pheasant Drive to allow ADA pedestrian crossing.



S-8: 2019/20 TRAFFIC SIGNAL MODIFICATION

Project No.

TBD

Status:

2019/20 Allocation \$135,000

Estimated Project Cost:

\$135,000

Project Limits:

Locations Citywide

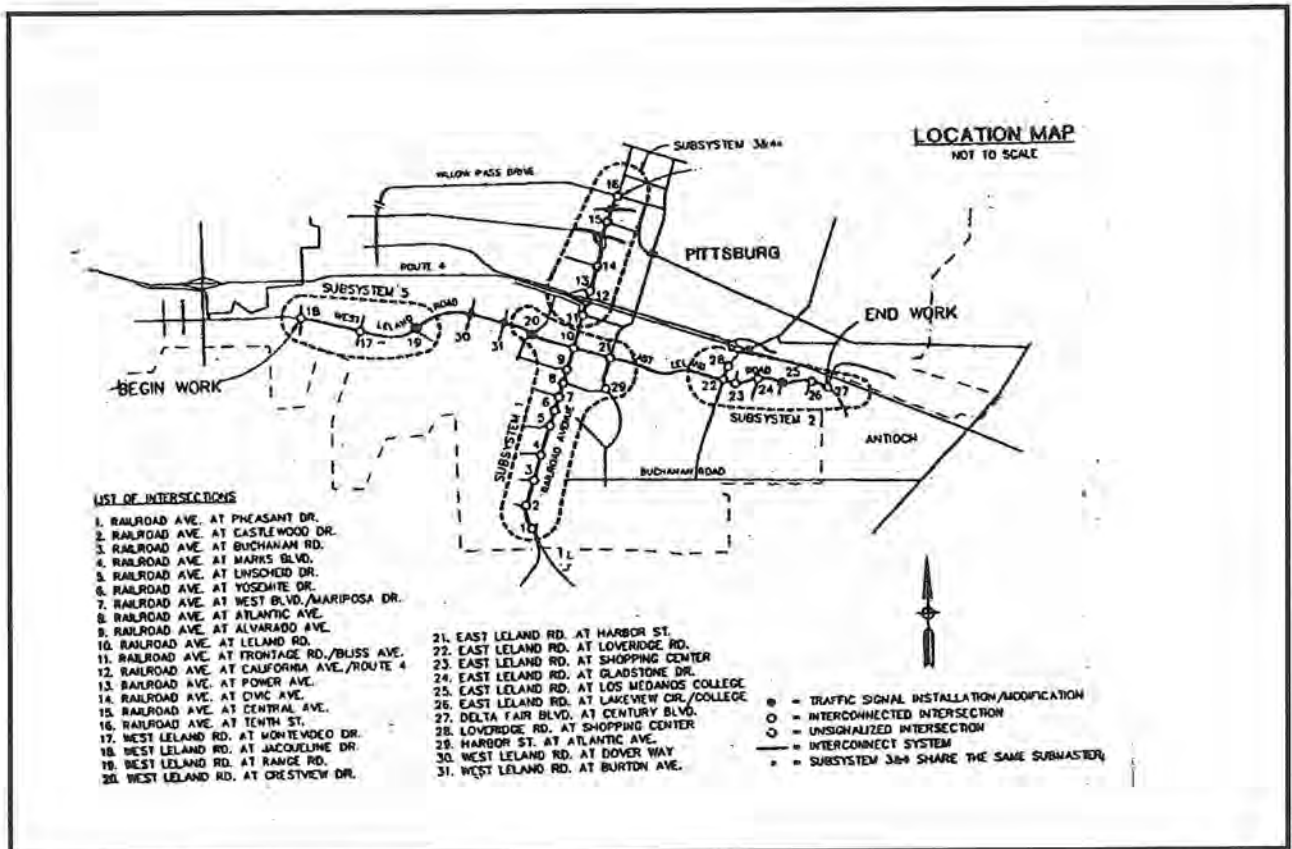
Funding Sources

Eligible Funding: Gas Tax RMRA

Identified Funding: Gas Tax RMRA \$135,000

Project Description:

This project is to perform on-going traffic signal timing studies, signal timing adjustments and other modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.



S-9: LELAND ROAD SIGNAL INTERCONNECT

Project No.
TBD

Status:
Awaiting Funding

Estimated Project Cost:
\$380,000

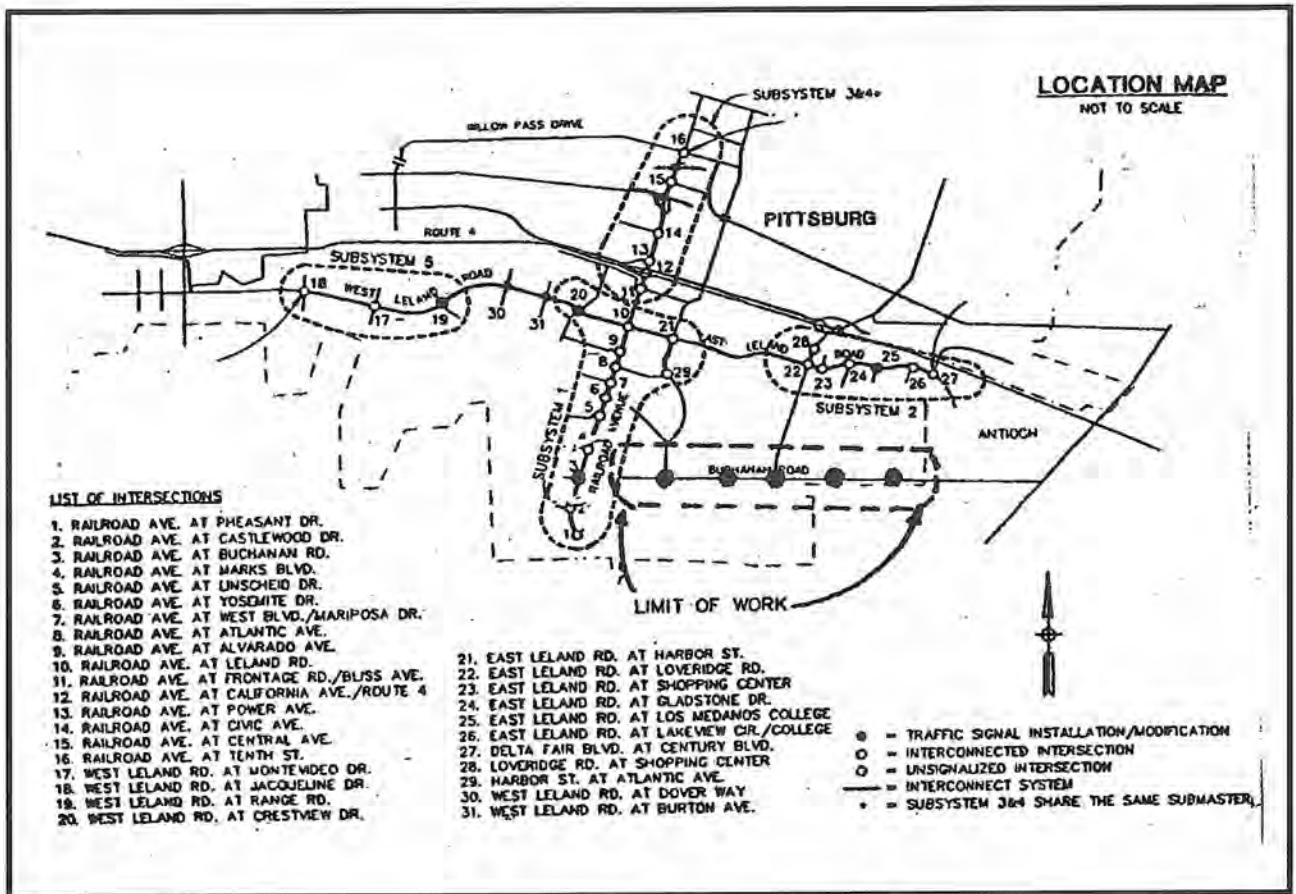
Project Limits:
West Leland Road and Bailey Road

Funding Sources

Eligible Funding Source: Measure J/TMF
Identified Funding: none

Project Description:

This Project will provide for interconnection and retiming of signalized intersections along the Bailey Road & West Leland Road corridors. 75% TMF eligible.



S-10: BUCHANAN ROAD SIGNAL INTERCONNECT

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$525,000

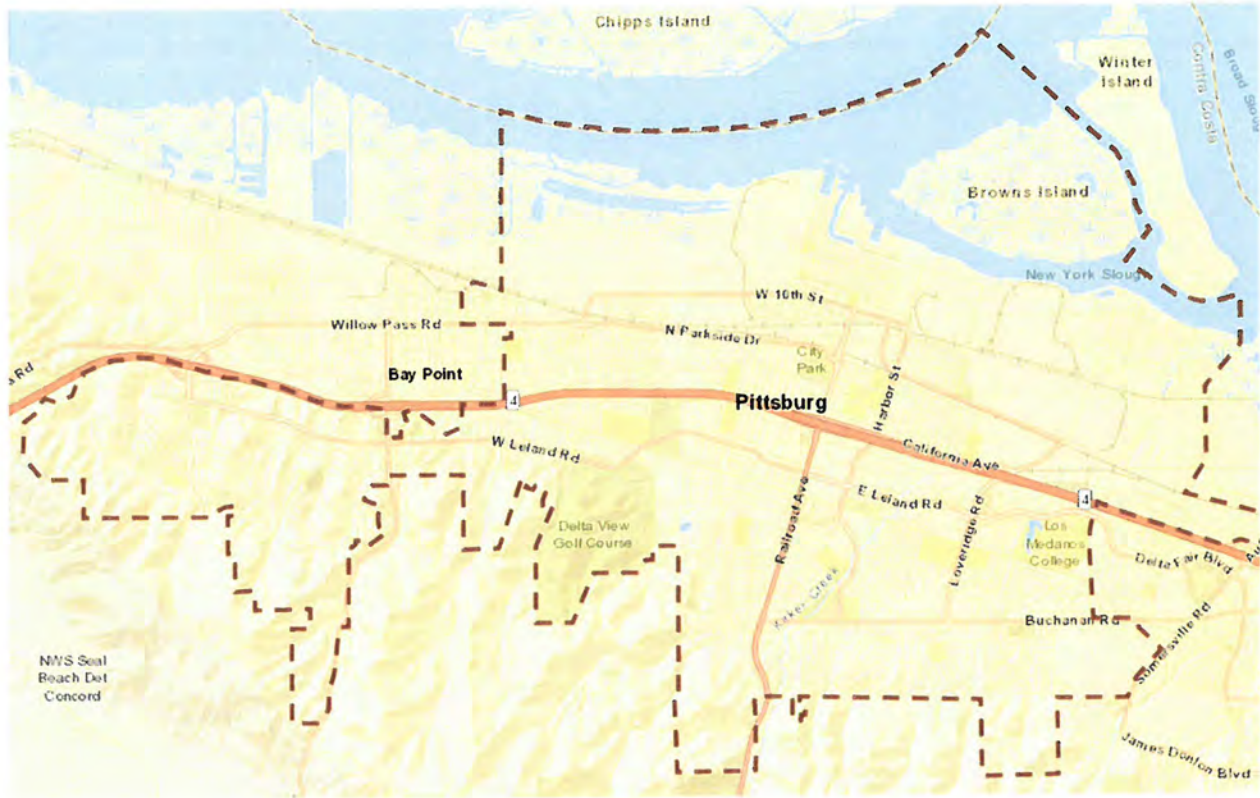
Project Limits:
The Project will interconnect signals on Buchanan Road from Meadows Drive to Harbor Street

Funding Sources

Eligible Funding Source: Measure J/TMF
Identified Funding: None

Project Description:

This Project will provide for interconnection and retiming of five existing signalized intersections along Buchanan Road. 93% TMF eligible.



S-11: 2022/23 TRAFFIC SIGNAL MODIFICATION

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$135,000

Project Limits: Citywide

Funding Sources

Eligible Funding: Gas Tax RMRA
Identified Funding: Gas Tax RMRA
\$135,000

Project Description:

This project is to perform on-going traffic signal timing and modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.



S-12: OPTICOM AND TRANSIT PRIORITY CONTROL

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$200,000

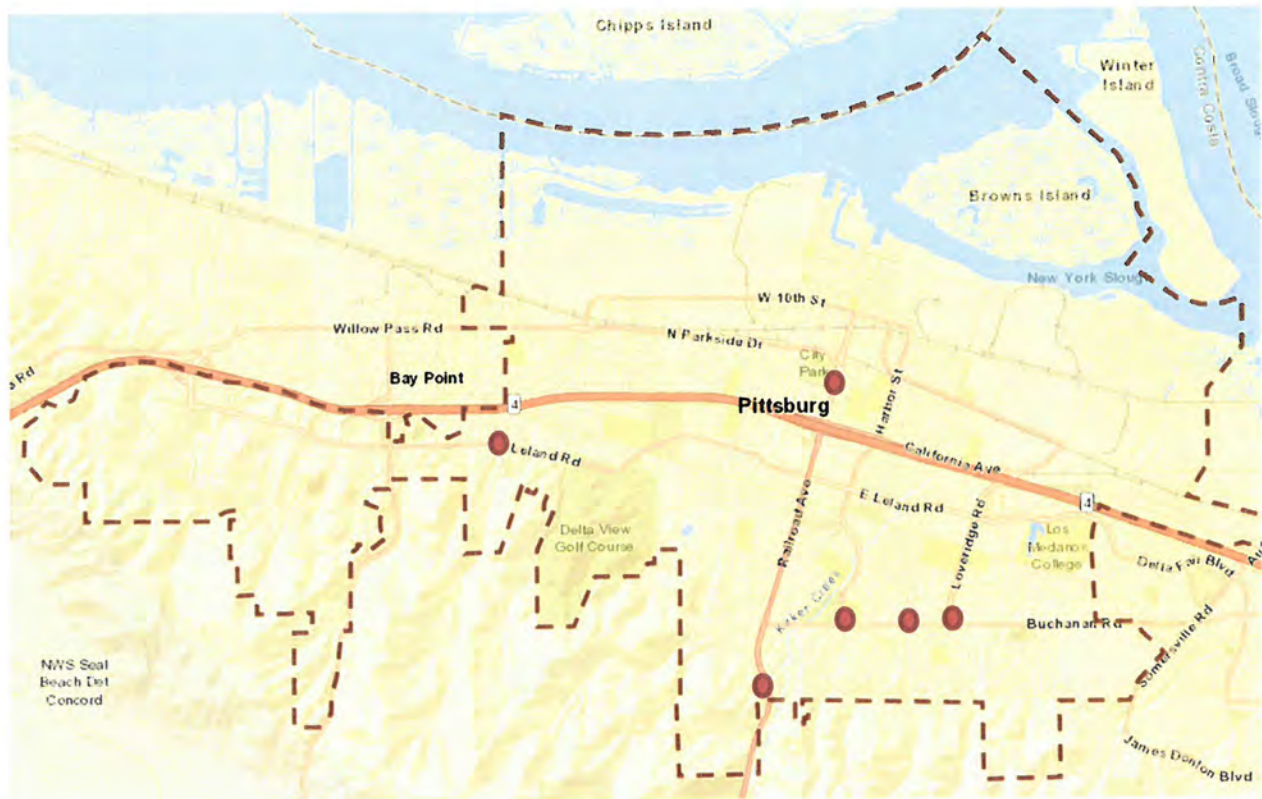
Project Limits:
Citywide

Funding Sources

Eligible Funding Source: Measure J
Identified Funding: None

Project Description:

Project will study the deployment of transit priority control system and provide for installation of opticom control system at 12 signalized intersections.



S-13: EMERGENCY VEHICLE PREEMPTION AT SIX INTERSECTIONS

Project No.
TBD

Status:
None

Estimated Project Cost:
\$50,000

Project Limits:

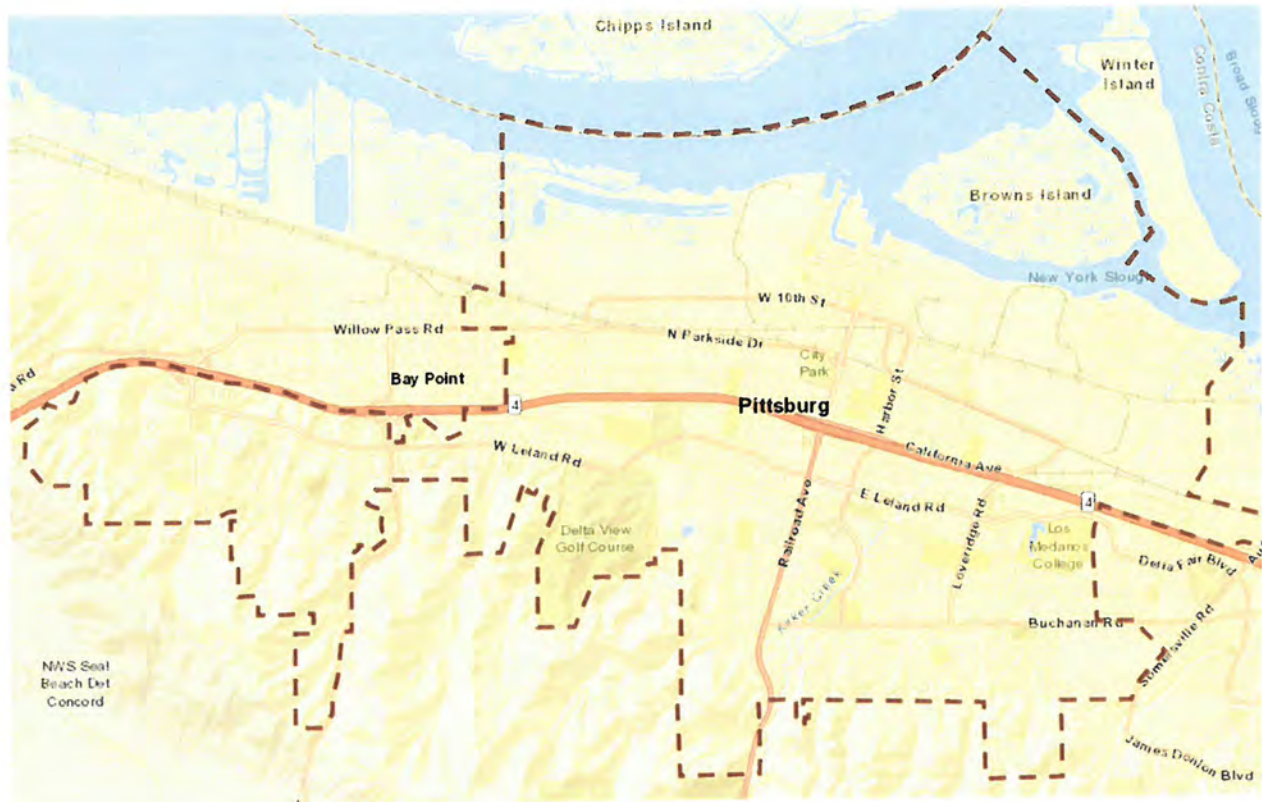
1. Buchanan & Loveridge
2. Buchanan & Suzanne
3. Buchanan & Harbor
4. Railroad & Pheasant
5. Railroad & Central
6. Jacqueline & W. Leland

Funding Sources

Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: none

Project Description:

Install Emergency Vehicle Preemption (EVP) at six (6) signalized intersections to allow emergency vehicles to preempt the traffic signal control phase sequence and travel through major intersections on a green light. The City currently uses Opticom™ emergency vehicle preemption at all other major intersections not included in this project.



S-14: WIRELESS TRAFFIC SIGNAL COMMUNICATIONS

Project No.
TBD

Status:
Being studied

Estimated Project Cost:
\$305,000

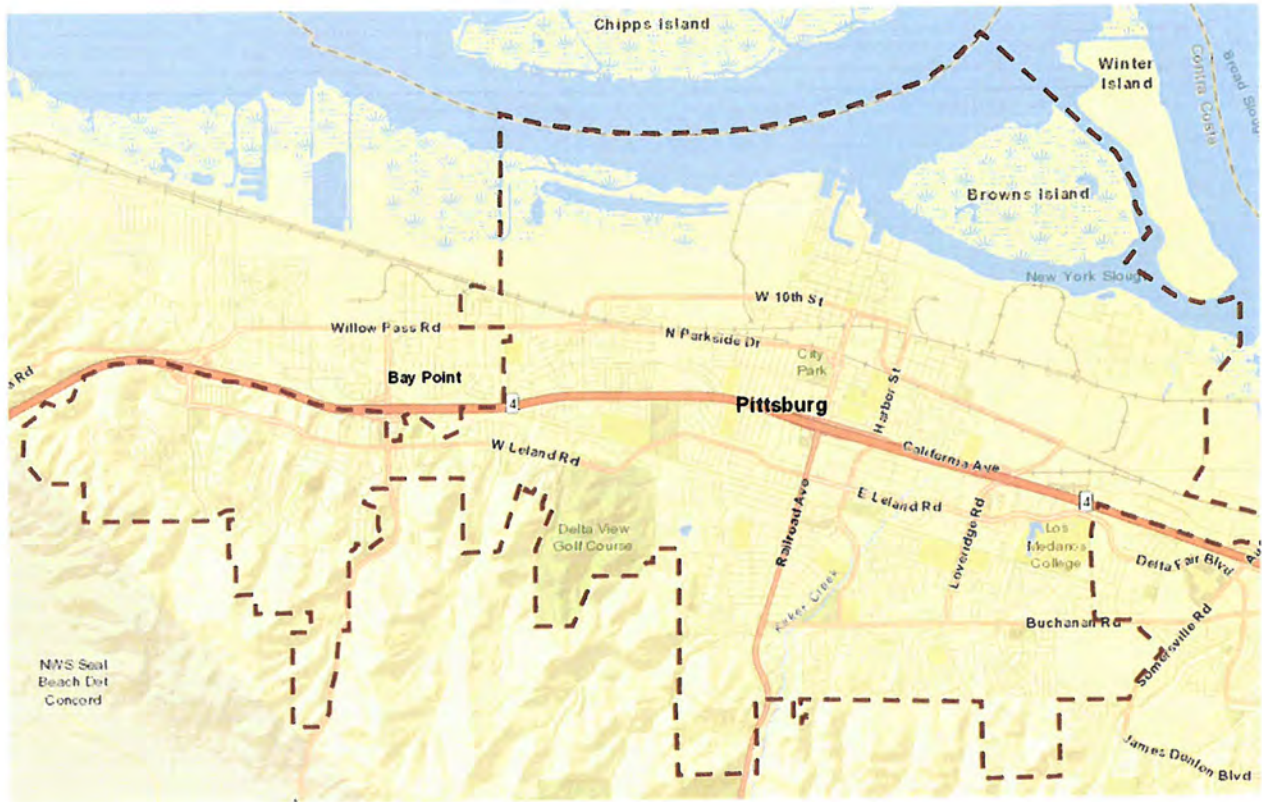
Project Limits:
Citywide (up to 62 Signalized Intersections)

Funding Sources

Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: none

Project Description:

Install wireless traffic signal communication with City's traffic signal controllers. This will allow viewing traffic signal controller set timings and possible video feed of traffic signal detection zones and performing traffic signal timing changes. Also, may replace current Traffic Signal Interconnect Cable (SIC) on Railroad Avenue and Leland Road with wireless communications.



S-15: 2020/21 TRAFFIC SIGNAL MODIFICATION

Project No.
TBD

Status:
Funded

Estimated Project Cost:
\$135,000

Project Limits: Citywide

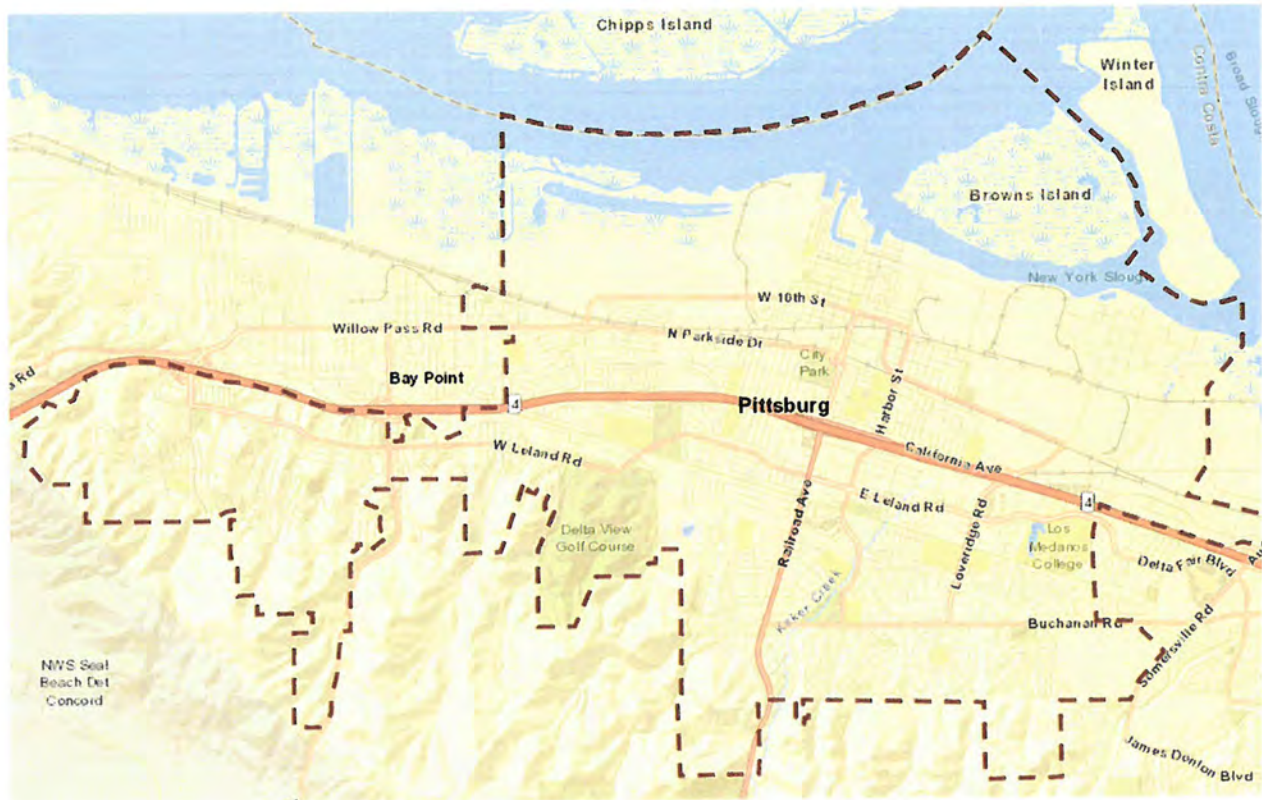
Funding Sources

Eligible Funding: Gas Tax RMRA

Identified Funding: Gas Tax RMRA \$135,000

Project Description:

This project is to perform on-going traffic signal timing and modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.



S-16: 2021/22 TRAFFIC SIGNAL MODIFICATION

Project No.
TBD

Status:
Funded

Estimated Project Cost:
\$135,000

Project Limits: Citywide

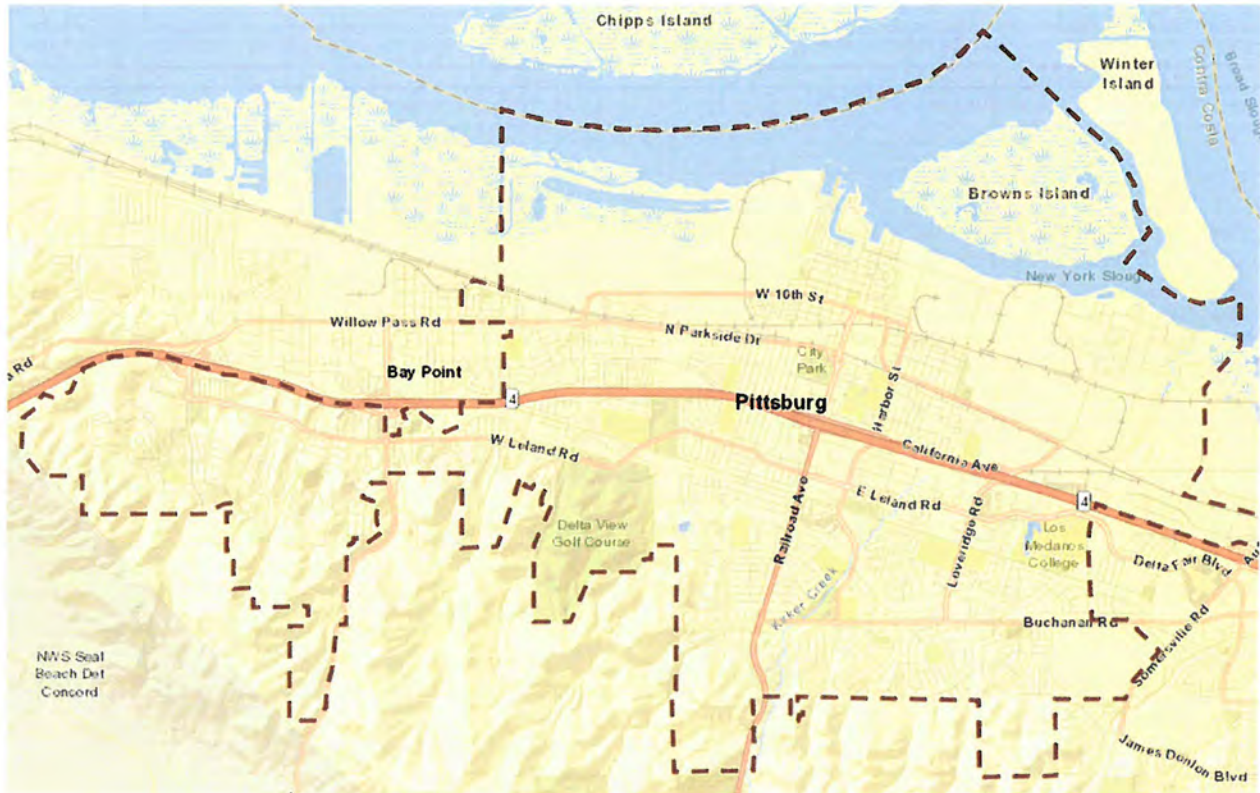
Funding Sources

Eligible Funding: Gas Tax RMRA

Identified Funding: Gas Tax RMRA \$135,000

Project Description:

This project is to perform on-going traffic signal timing and modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.



S-17: 2023/24 TRAFFIC SIGNAL MODIFICATION

Project No.
TBD

Status:
Funded

Estimated Project Cost:
\$135,000

Project Limits: Citywide

Funding Sources

Eligible Funding: Gas Tax RMRA

Identified Funding: Gas Tax RMRA \$135,000

Project Description:

This project is to perform on-going traffic signal timing and modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.



S-18 HSIP-9 TRAFFIC SIGNAL IMPROVEMENT PROJECT

Project No.
2019-01

Status:
Design

Estimated Project Cost:
\$1,110,000

Project Limits:
59 signals throughout the City of Pittsburg

Funding Sources

Eligible Funding Source: Gas Tax, RMRA, IRRF, Grants

Identified Funding: HSIP-9 Funding, \$44,400
RMRA

Project Description:

The proposed project includes improvements at signalized intersections throughout the City. The improvements include replacement and/or installation of signal hardware such as signals heads, lenses, pedestrian heads, push buttons, visors, backplates, retroreflective borders, controllers, cabinets, battery backup systems, and modems as well as improvements to signal timing. There are 59 out of 62 existing signalized intersections that will be improved.



S-19: TRAFFIC ADAPTIVE CORRIDOR SIGNAL PROJECT

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$300,000

Project Limits:
Railroad Avenue Pheasant Drive to West Leland Road (10 intersections)

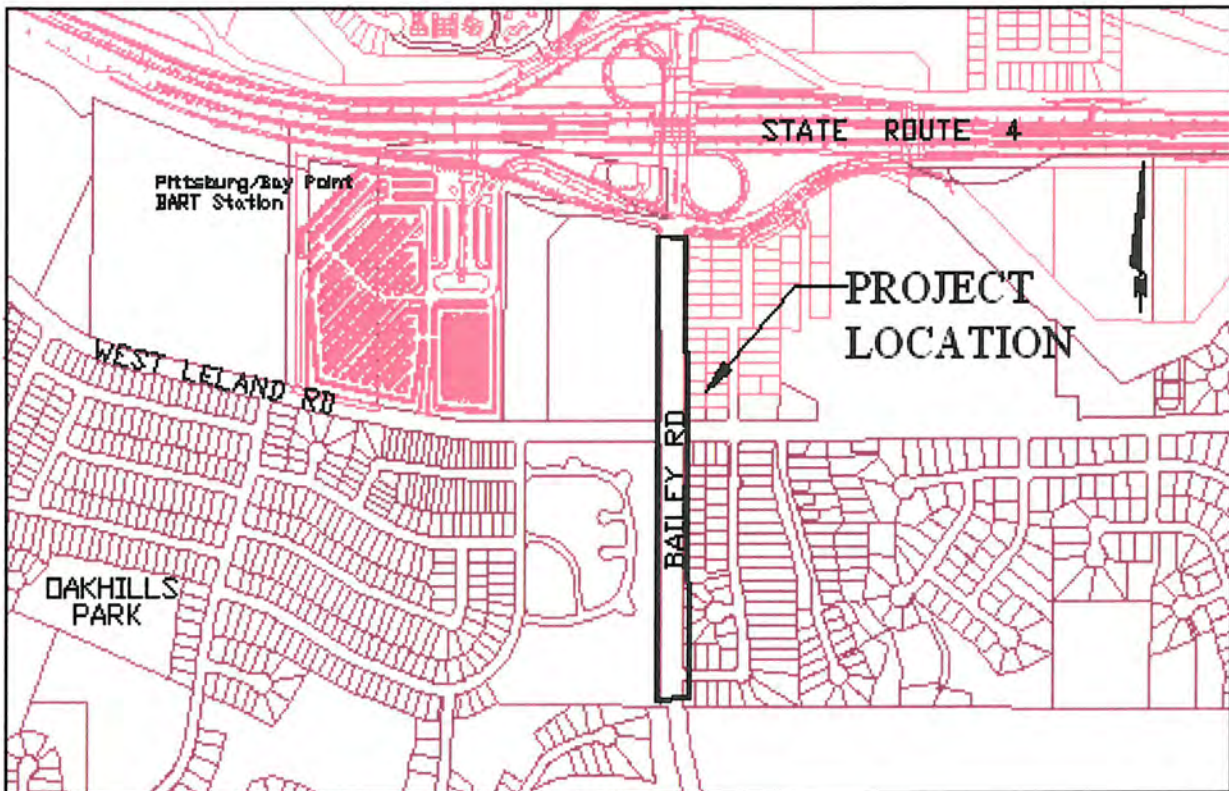
Funding Sources

Eligible Funding Source: Measure J

Identified Funding: None

Project Description:

This project will design, upgrade and construct a traffic adaptive corridor on Railroad Avenue from Pheasant Drive to West Leland Road. The project will include all software, licenses, training, equipment and support to upgrade, manage and run a fully traffic adaptive corridor.



S-24: BAILEY ROAD SIGNAL INTERCONNECTS

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$210,000

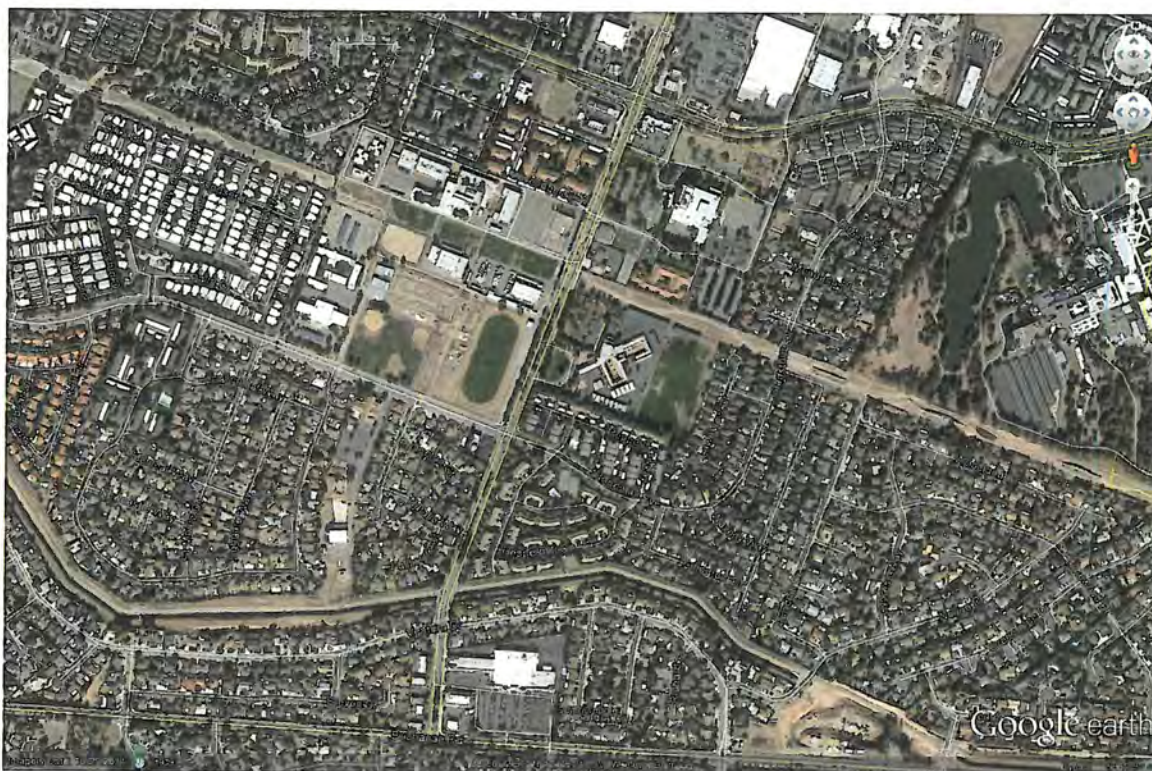
Project Limits:
Bailey Road

Funding Sources

Eligible Funding Source: Measure J
Identified Funding: none

Project Description:

Interconnection and retiming of traffic signals on Bailey Road that are within the City limits. 84% TMF eligible.



S-25: LOVERIDGE ROAD SIGNAL INTERCONNECTS

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$150,000

Project Limits:
Loveridge Road

Funding Sources

Eligible Funding Source: Measure J
Identified Funding:

Project Description:

Interconnection and retiming of traffic signals on Loveridge Road between Buchanan Road and E. Leland Road. The four intersections will be added to an existing network of seven interconnected intersections along the E. Leland and Loveridge corridors. 81% TMF eligible.



S-26: SIGNAL AT RAILROAD AVENUE/3RD STREET

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$300,000

Project Limits:
Railroad Avenue intersection at 3rd Street

Funding Sources

Eligible Funding Source: Measure J/LTMF
Identified Funding: None

Project Description:

This project will design and construct a fully actuated traffic signal at the intersection of Railroad Avenue and East Third Street. The project will replace existing all-way stop sign controls at this intersection. 100% LTMF eligible.



S-27: SIGNAL AT HARBOR STREET/CENTRAL AVENUE

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$330,000

Project Limits:
Harbor St. north/south approaches to
intersection with Central Ave. east/west
approaches

Funding Sources

Eligible Funding Source: LTMF, Measure J,
Gas Tax, Grants

Identified Funding Source: none

Project Description:

This project will replace an existing 4-way Stop sign controlled intersection with a traffic signal system (including an alternate power supply, countdown pedestrian signals, and TS2 controller).



S-30: SIGNAL AT RAILROAD AVENUE/SCHOOL STREET

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$300,000

Project Limits:
Railroad Avenue intersection at School Street

Funding Sources
Eligible Funding Source: Measure J
Identified Funding: None

Project Description:

This project will design and construct a fully actuated traffic signal at the intersection of Railroad Avenue and School Street. A traffic signal is warranted for this location to replace the minor street stop sign controls at this intersection.

WATER PROJECTS



W-2: HILLVIEW RESERVOIR COATING (EXTERIOR)

Project No.

Status:

Awaiting Funding

Estimated Project Cost:

\$350,000

Project Limits:

Hillview Reservoir

Funding Sources

Eligible Funding: Water Operations Fund

Project Description:

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.



W-4: RIVERVIEW DRIVE/ALTURAS AVENUE 12" CANAL CROSSING IMPROVEMENTS

Project No.

Status:

Awaiting Funding

Estimated Project Cost:

\$150,000

Project Limits:

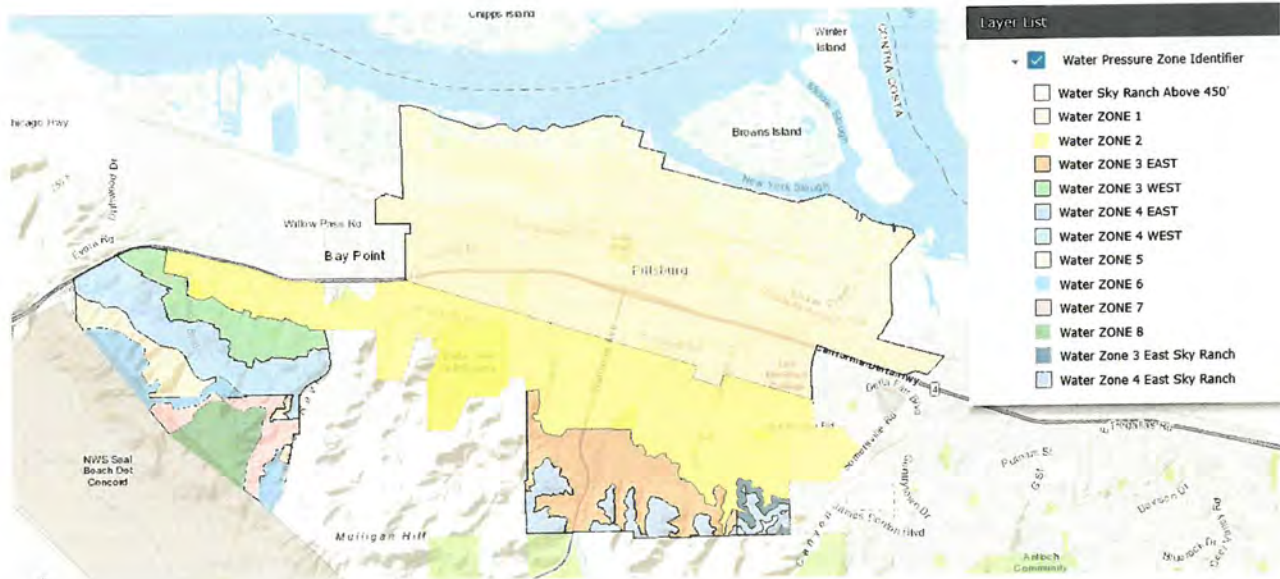
Hillview Reservoir

Funding Sources

Eligible Funding: Water Operations Fund

Project Description:

The 12" waterline crossing the Contra Costa Canal from Alturas Avenue/Riverview Drive crossing to Robinson Avenue needs replacing. This project would replace the canal crossing and execute a license agreement for future maintenance with CCWD.



W-5: PRESSURE ZONE 1/ ZONE 2 BOUNDARY ADJUSTMENTS (Harbor, Leland, Railroad)

Project No.

To be determined

Status:

Awaiting funding.

Estimated Project Cost:

\$1,133,000

Project Limits:

An area adjoining the Leland Road corridor and bounded by Crestview Drive to the west, EBMUD right-of-way to the south, Freed Way to the east and Garcia Avenue to the north.

Funding Sources:

Eligible Funding Source: Water Operations Fund
Identified Funding: None

Project Description:

This project will construct improvements to the water distribution system to facilitate modifications of pressure zone boundaries in the problem areas of pressure Zone 2.



W-6: WTP CAPITAL REPAIRS AND IMPROVEMENTS

Project No.
To Be Determined

Status:
2019/20 Allocation \$75,000

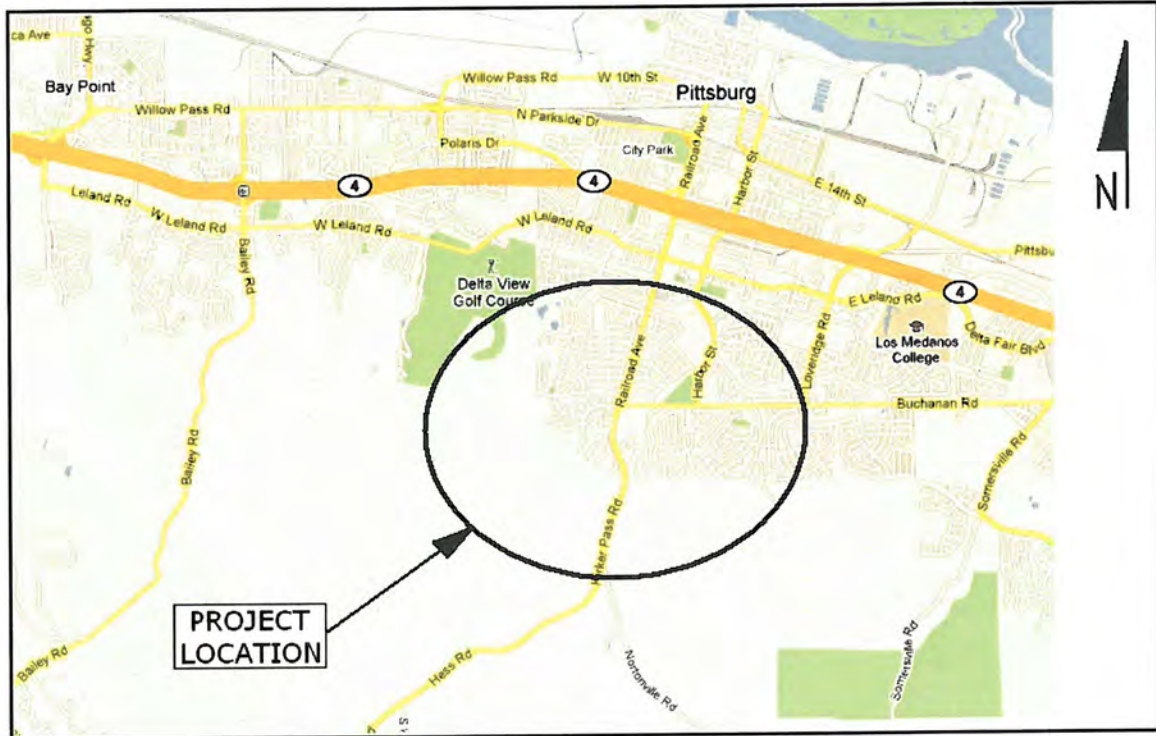
Estimated Project Cost:
\$75,000 annually
\$375,000 thru term of 5-year
CIP
\$150,000 previous allocations

Project Limits:
Water Treatment Plant

Funding Sources:
Eligible Funding Source: Water Operations (WOF)
Identified Funding: \$150,000 WOF (previous
allocations), \$75,000 WOF FY19/20, 300,000
Future WOF

Project Description:

This project will provide upgrades/repairs to facilities at the Water Treatment Plant as identified by WTP staff.



W-7: WATER MAIN BUCHANAN ROAD (Phase 2)

Project No.
TBD

Status:
Waiting for development demand

Estimated Project Cost:
\$1,522,000

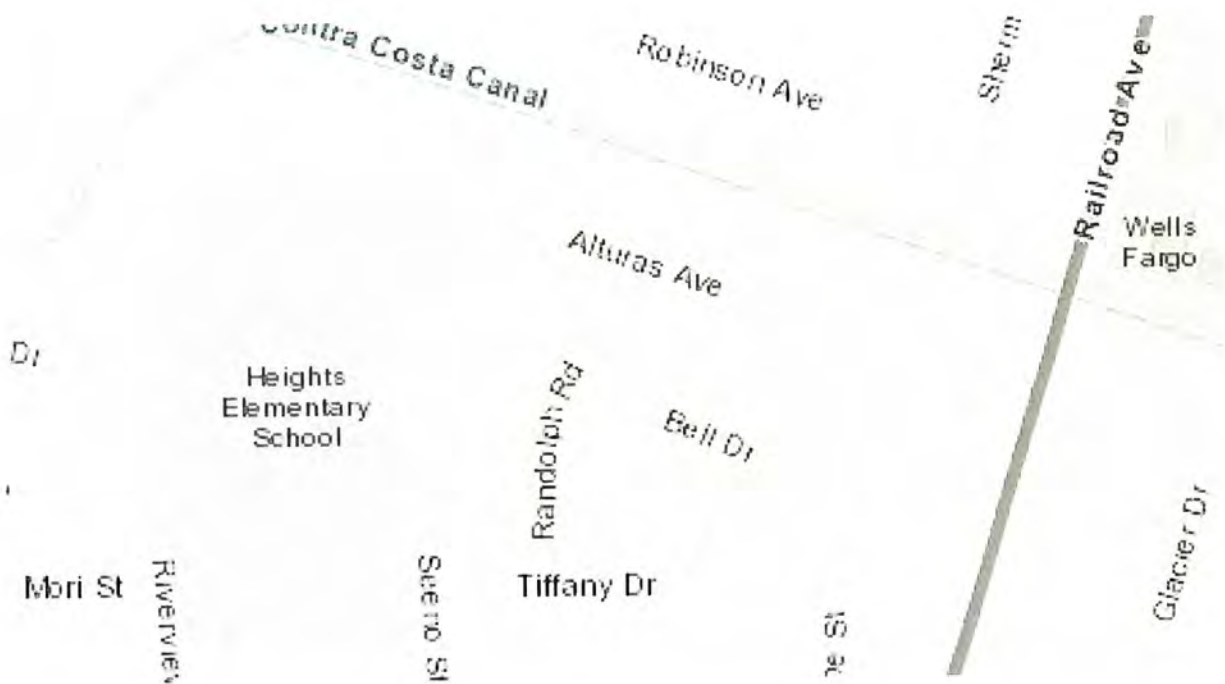
Project Limits:
Water Treatment Plant to Railroad, Loveridge to Ventura

Funding Sources:

Eligible Funding Sources: WRF/FRC
Developer

Project Description:

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. (2015 Water Master Plan - segment 1)



W-8: 20/21 WATER MAIN REPLACEMENT/ INSTALLATION PROGRAM

Project No.
TBD

Status:
Projected Funding for FY19/20 & 20/21

Estimated Project Cost:
\$1,400,000

Project Limits:
Pittsburg Heights
(Madoline Street to Seeno Street, Alturas Avenue to Tiffany Street)

Funding Sources:
Eligible Funding Source: WOF
Identified Funding: \$1,400,000 WOF

Project Description: 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.



W-10: HIGHLANDS RANCH RESERVOIR RECOATING

Project No.
To be determined

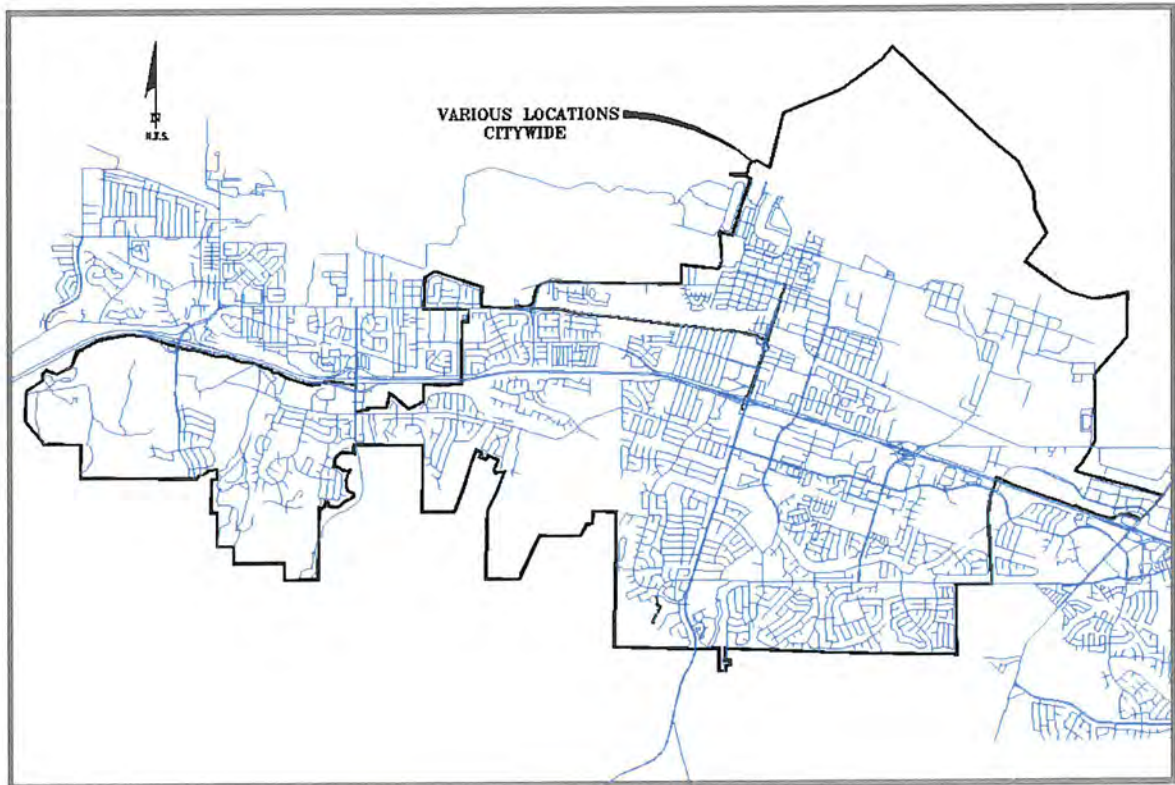
Status:
Awaiting funding

Estimated Project Cost:
\$200,000

Project Limits:
Highland Ranch Reservoir

Funding Sources
Eligible Funding: Water Operations Fund
Identified Funding: None

Project Description:
Recoating of the inside and painting the outside of Highlands Ranch Reservoir. The 1.0 million gallon steel reservoir is showing signs of coating failure after 17 years. Coatings usually last 25 years. Failure to address coating failure in a timely manner will lead to accelerated corrosion and more costly repairs.



W-11: AUTOMATIC METER READING SYSTEM

Project No.
TBD

Status:
2019/20 Allocation \$300,000

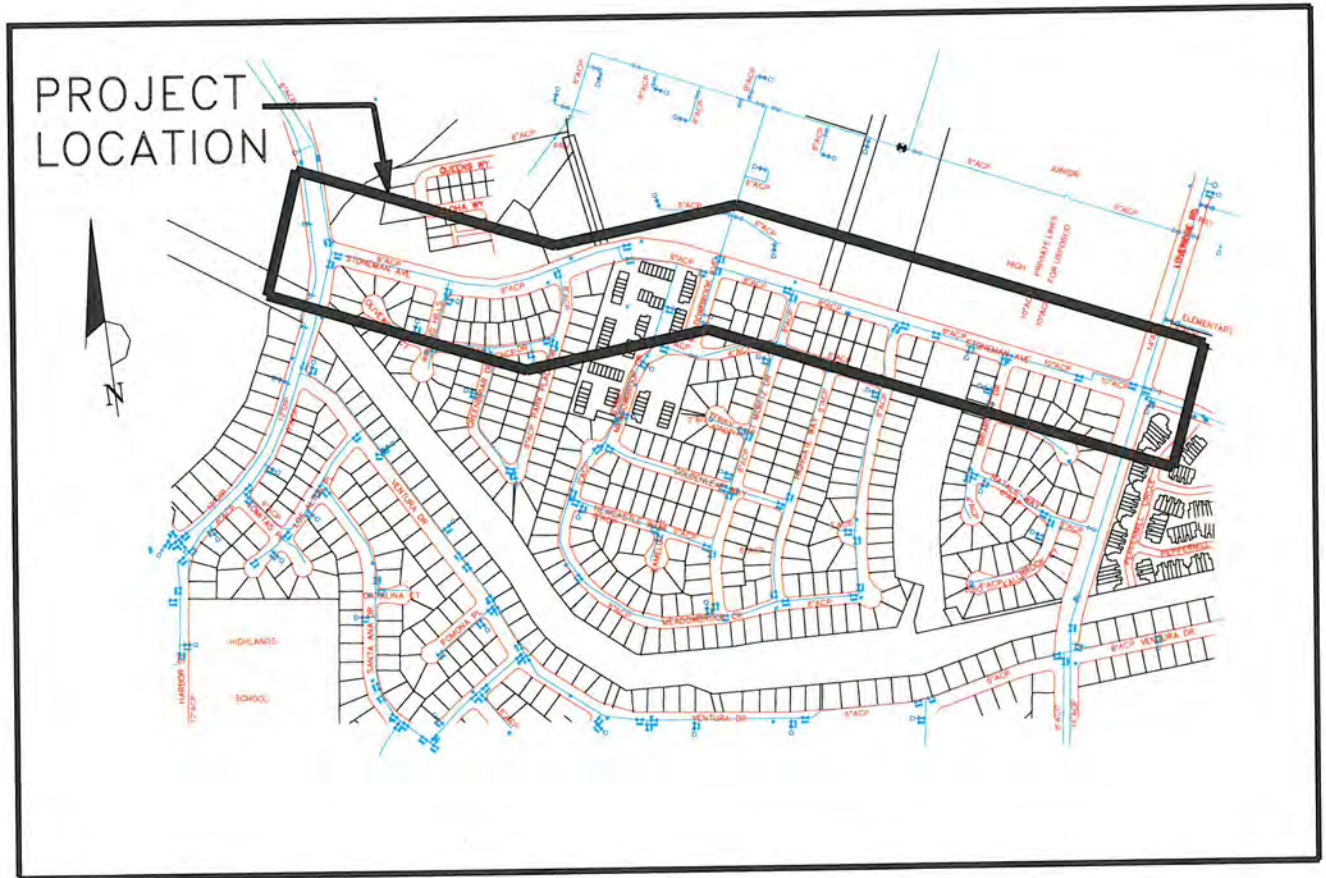
Estimated Project Cost:
\$2,506,793 previous
allocations
\$300,000 annually
\$1,500,000 thru term of 5-
year CIP

Project Limits:
Various Locations Citywide

Funding Sources
Eligible Funding: Water Operations Fund

Identified Funding: \$2,506,793 previous WOF,
\$1,500,000 new WOF (over next 5 years)

Project Description:
Conversion of hard-to-read meters to radio read. Include Automatic Meter Reading system and replacement meters to convert an additional 1,500 meters. Meters include those that are hard to read because they are inaccessible, such as those in backyards or industrial/commercial sites, those that can be hazardous to read in landscaped medians or other high traffic areas, or older meters that are due for replacement.



W-15: 12-INCH WATER MAIN STONEMAN AVE (HARBOR ST. TO LOVERIDGE ROAD)

Project No.
To be determined

Status:
Awaiting funding.

Estimated Project Cost:
\$800,000

Project Limits:
Stoneman Avenue from Harbor St. to Loveridge Rd.

Funding Sources:

Eligible Funding Source: WOF
Identified Funding:

Project Description:

This project provides for the installation of approximately 3,300 feet of 12-inch transmission main along Stoneman Avenue, from Harbor Street to Loveridge Rd. This project will provide additional system looping to enhance pressures and fire protection capabilities in Zone 2.



W-17: 2016/17 WATER TREATMENT PLANT SLUDGE REMOVAL

Project No.
5055

Status:
Funded

Estimated Project Cost:
\$250,000

Project Limits:
Water Treatment Plant

Funding Sources:

Eligible Funding Source: WOF
Identified Funding: WOF \$250,000

Project Description:

This project will remove sludge from the Water Treatment Plant drying basin when it is needed.



W-21: CONVERT BACKYARD WATER SERVICES TO STREET SERVICE (Central Addition Neighborhood Phase II & Phase III)

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$9,400,000

Project Limits:
Central Addition Neighborhood

Funding Sources:
Eligible Funding Source: Water Operations Funds
Identified Funding:

Project Description:

This project will provide for the conversion of existing backyard water services in the Central Addition Neighborhood to street side service. This project will provide for all work necessary to convert from private property to street service. This project will improve system reliability and reduce maintenance costs.



W-24: PITTSBURG-ANTIOCH HIGHWAY WATER LINE IMPROVEMENTS (Eastern Loop)

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$1,200,000

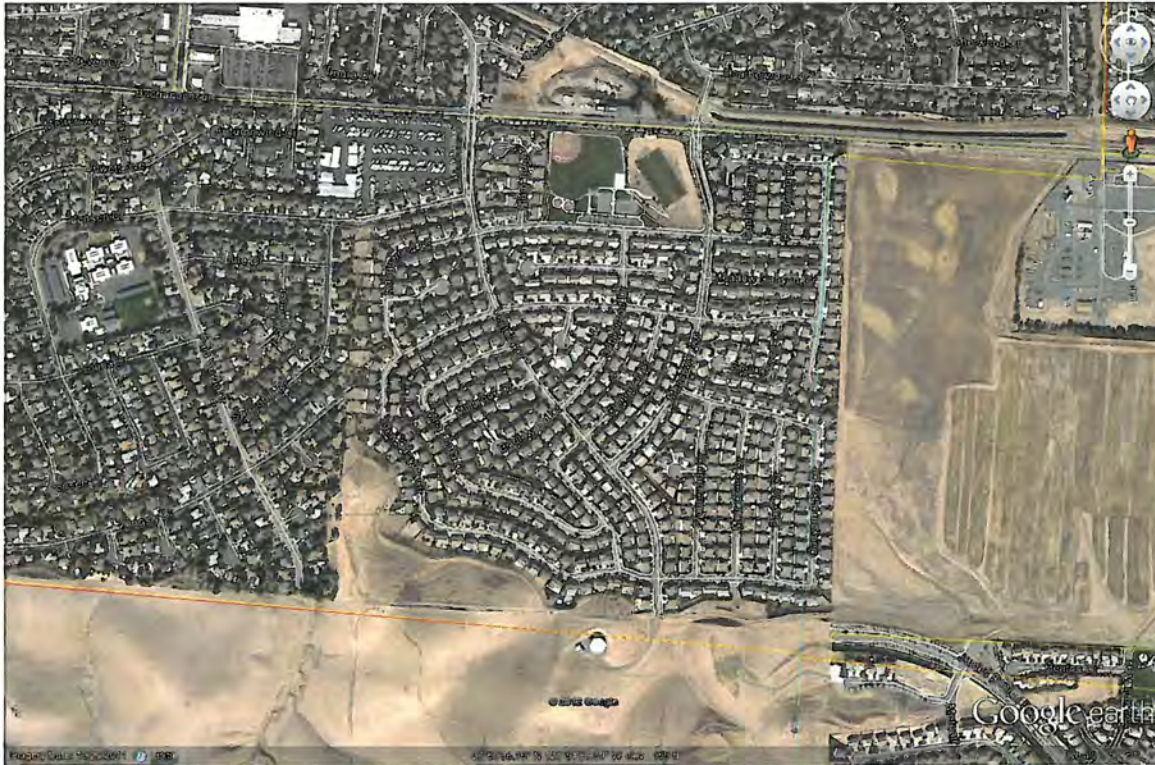
Project Limits:
Pittsburg-Antioch Highway from Loveridge to Century Blvd

Funding Sources

Eligible Funding Source: Developer
Identified Funding: None

Project Description:

This project will provide 4,000 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 going east on P-A Hwy to approximately 500 ft west of the City's eastern limits and tie into Century Blvd to provide a looped system.



W-28: HIGHLANDS RANCH ZONE 2 RESERVOIR

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$5,250,000

Project Limits:
Highlands Ranch Subdivision

Funding Sources:

Eligible Funding Source: WOF 44%,
Developer 56%
Identified Funding:

Project Description:

The 2015 Water System Master Plan has identified the need for a 1.4 million gallon reservoir in the southeast portion of the City serving Zone 2. This would be located at an elevation of about 360' above mean sea level.



W-29: WATER TREATMENT PLANT FILTER BACKWASH MANAGEMENT – 1.5 MGD PACKAGE TREATMENT UNIT (PHASE I)

Project No.

Status:

Funding Required

Estimated Project Cost:

\$1,500,000

Project Limits:

Water Treatment Plant

Funding Sources:

Eligible Funding Source: WFR, WOF

Identified Funding:

Project Description:

This 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 design capacity of 32 MGD.



W-30: WATER TREATMENT PLANT FILTER BACKWASH MANAGEMENT – 1.5 MGD PACKAGE TREATMENT UNIT (PHASE 2)

Project No.
TBD

Status:
Funding Required

Estimated Project Cost:
\$750,000

Project Limits:
Water Treatment Plant

Funding Sources:

Eligible Funding Source: WFR, WOF
Identified Funding:

Project Description:

This project will construct a second 1.5 million gallons per day (MGD) packaged treatment system for treating water filter backwash for recycling. This second package system will allow the WTP to treat the maximum allowed recycled backwash water of 10% of the design capacity of 32 MGD.



W-31: WATER TREATMENT PLANT 0.5 MG FILTER BACKWASH BASIN

Project No.
TBD

Status:
Funding Required

Estimated Project Cost:
\$3,000,000

Project Limits:
Water Treatment Plant

Funding Sources:

Eligible Funding Source: WFR, WOF
Identified Funding:

Project Description:

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.



W-33: WATER TREATMENT PLANT MECHANICAL SLUDGE DEWATERING

Project No.
TBD

Status:
Funding Required at Threshold

Estimated Project Cost:
\$2,000,000

Project Limits:
Water Treatment Plant

Funding Sources:

Eligible Funding Source: WFR, WOF
Identified Funding:

Project Description:

This project will construct a mechanical sludge dewatering system for use once WTP operations reach 15 MGD. The current system of dewatering by natural evaporation is adequate for flows up to the 15 MGD threshold.



W-34: WATER TREATMENT PLANT WATER DISINFECTION MODIFICATION AND CONVERSION

Project No.
TBD

Status:
Future Funding Required

Estimated Project Cost:
\$1,900,000

Project Limits:
Water Treatment Plant

Funding Sources:

Eligible Funding Source: WFR, WOF
Identified Funding: \$400,000 WFR(N),
\$500,000 WFR(F), \$1,000,000 WOF (F)

Project Description:

This project will construct modifications to the existing disinfection system at the WTP to convert from chlorine gas disinfection to sodium hypochlorite. Converting to sodium hypochlorite will reduce the regulatory and reporting burden on WTP staff and will improve safety for employees at the plant. This conversion is anticipated to be a regulatory requirement at some point in the future.



W-39: 2021/22 WTP FILTER MEDIA REPLACEMENT

Project No.
TBD

Status:
2019/20 Allocation - \$100,000

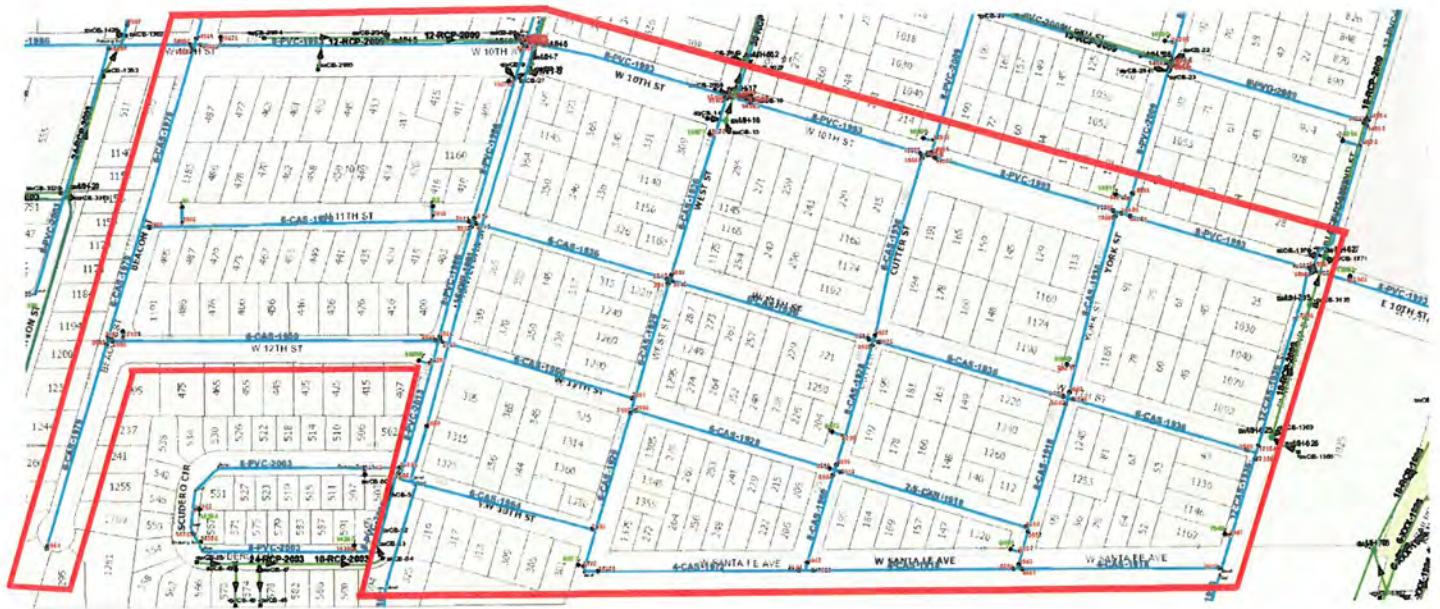
Estimated Project Cost:
\$100,000 per year
\$500,000 thru term of 5-year
CIP
\$100,000 previously
allocated 18/19

Project Limits:
Water Treatment Plant

Funding Sources:
Eligible Funding Source: Water Operations
(WOF), Water Facility Reserves (WFR)
Identified Funding: \$100,000 WOF

Project Description:

This project will perform periodic replacement of the filter media for the eight water filters at the water treatment plant. Media replacement includes removal and disposal of spent filter media and replacement with new granulated activated carbon (GAC) or anthracite, sand, and gravel. Filter media needs to be replaced approximately every four years.



W-40: WATER MAIN INSTALLATION REPLACEMENT PROGRAM

Project No.
TBD

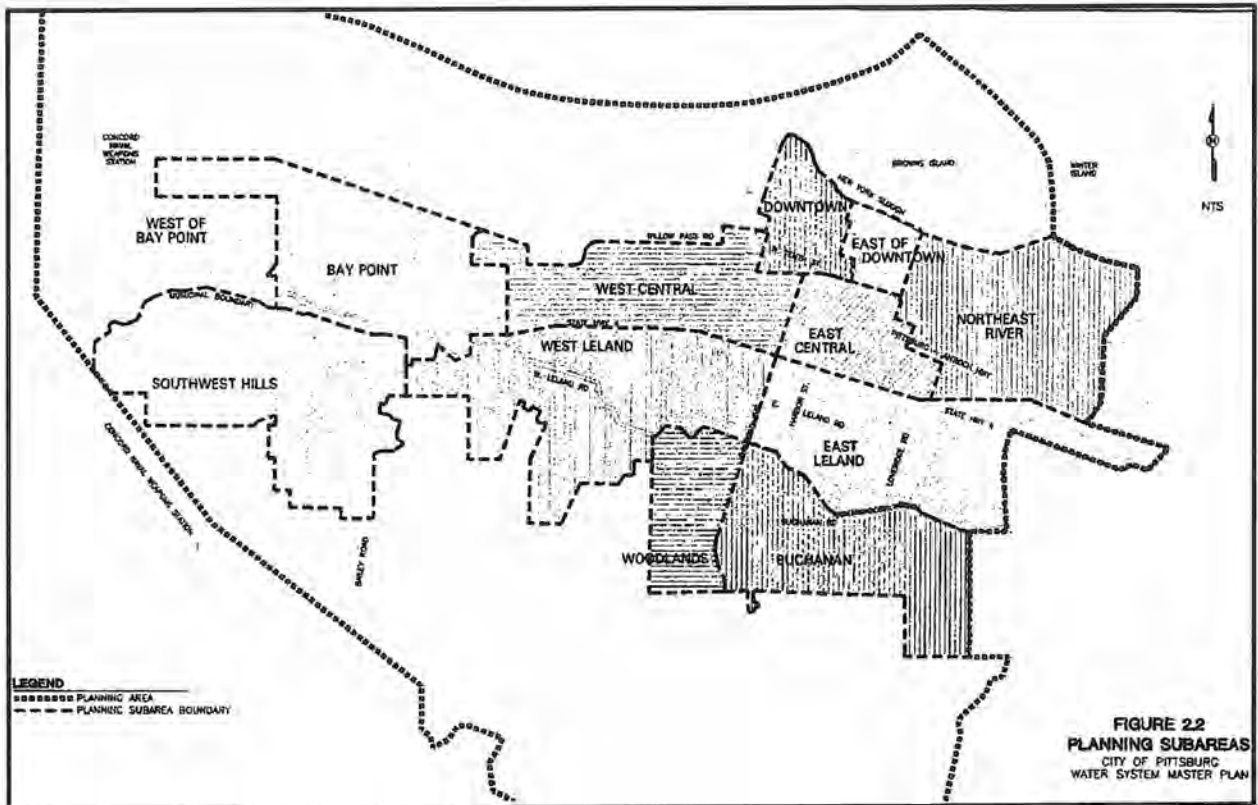
Estimated Project Cost:
\$3,400,000

Status:
Projected Funding for FY 21/22 & 22/23

Project Limits:
Black Diamond to Beacon
West 10th to West Santa Fe (Excluding Scudero Circle)

Funding Sources:
Eligible Funding Source: WOF
Identified Funding Source: \$3,400,000 WOF (F)

Project Description: 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.



W-50: 1.3 MG ZONE 1 WATER TANK

Project No.
 TBD

Status:
 Awaiting development demand.

Estimated Project Cost:
 \$5,300,000

Project Limits:
 Near Delta View Golf Course

Funding Sources:

Eligible Funding Source: Water Facility
 Reserve Fund/Developer
 Identified Funding: 100% Developer

Project Description:

This project will provide additional water storage to meet domestic and fire flow requirements for new infill development in Pressure Zone 1. (2015 Water System Master Plan)



W-61: 20" MAIN W. LELAND (WTP to SW Hills) PHASE 1 (Seg 3W, and 6W)

Project No.
TBD

Status:
Fully funded

Estimated Project Cost:
\$3,000,000

Project Limits:
Water Treatment Plant to Bailey Road

Funding Sources:

Eligible Funding Source: Developer, Water Bonds
Identified funding: \$1,796,000 WFR,
\$1,204,000 2005 Wbond

Project Description: This project will provide for the incremental installation of a water transmission line to serve new development in the southwest hills. (2015 Water System Master Plan segments 3W and 6W).



W-63: 20" MAIN W. LELAND (WTP to SW Hills)(Seg 1W and 2W)

Project No.
TBD

Status:
unfunded

Estimated Project Cost:
\$2,700,000

Project Limits:
Water Treatment Plant to Bailey Road

Funding Sources:

Eligible Funding Source: Developer, Water Bonds
Identified funding: TBD

Project Description: This project will provide for the incremental installation of a water transmission line to serve new development in the southwest hills. (2015 Water System Master Plan segments 1W and 2W).



W-101: WTP CAPITAL REPAIRS/FILTER REHABILITATION

Project No.
TBD

Status:
Ongoing improvements at WTP includes previous FY funding

Estimated Project Cost:
\$1,267,146

Project Limits:
Water Treatment Plant

Funding Sources:

Eligible Funding Source: WOF
Identified Funding: \$1,267,146 WOF

Project Description:

This project will provide upgrades to facilities at the Water Treatment Plant, including rehabilitation of filters. Filters were constructed in 1953 and 1973.



W-102: WATER MAIN INSTALLATION REPLACEMENT PROGRAM

Project No.
TBD

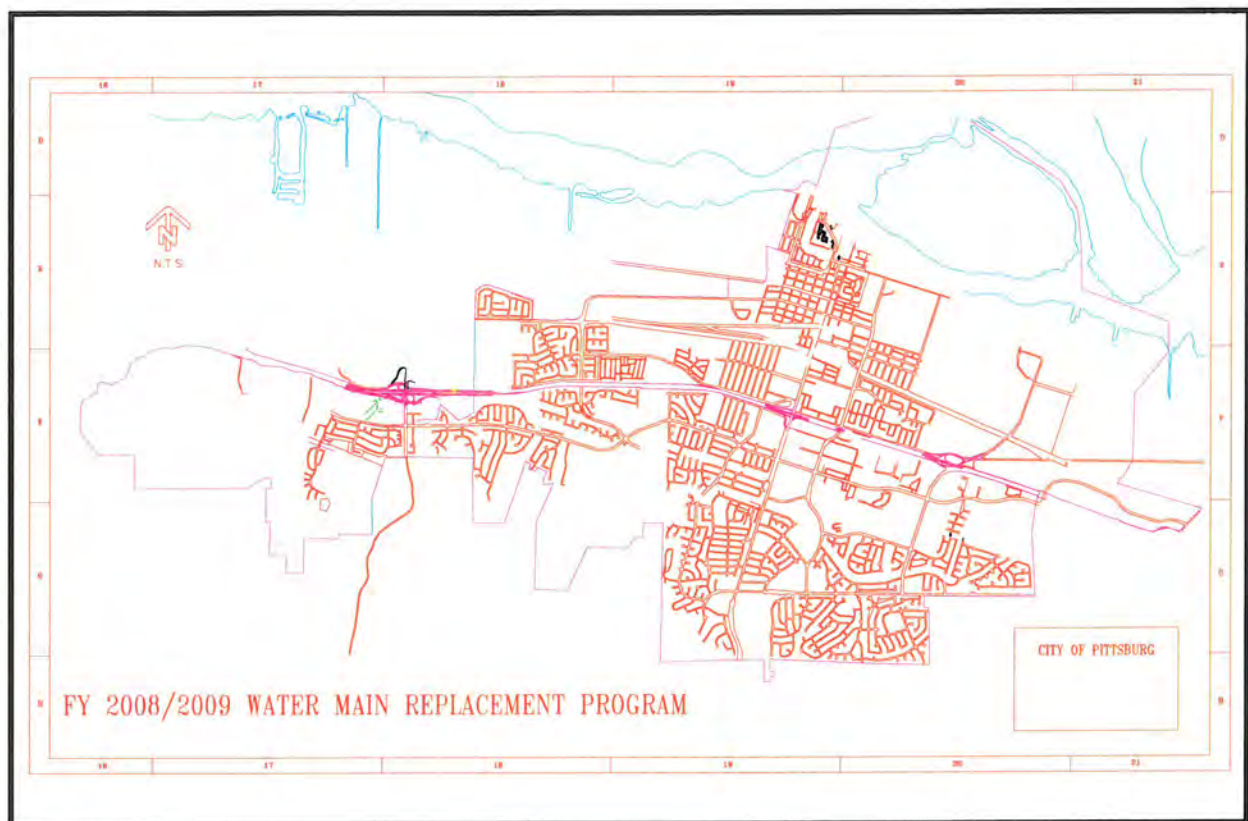
Status:
Projected Funding for FY 21/22 & 22/23

Estimated Project Cost:
\$2,400,000

Project Limits:
Central Addition Phase I (Columbia to Harbor & Central Avenue to East 14th Street)

Funding Sources:
Eligible Funding Source: WOF
Identified Funding Source: \$2,400,000 WOF (F)

Project Description: Project identified and will 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. Central Addition Phase I was identified as FY 22/23 & 23/24 sewer and water project. Sewer funds will be added for the replacement of sewer mains with this project.



W-106: 2016/17 WATER MAIN REPLACEMENT/ INSTALLATION PROGRAM

Project No.

Status:

Construction 2019/20

Estimated Project Cost:

\$6,317,500 (\$1,017,500
existing funds combined with
sewer project SS-34)

Project Limits:

TBD

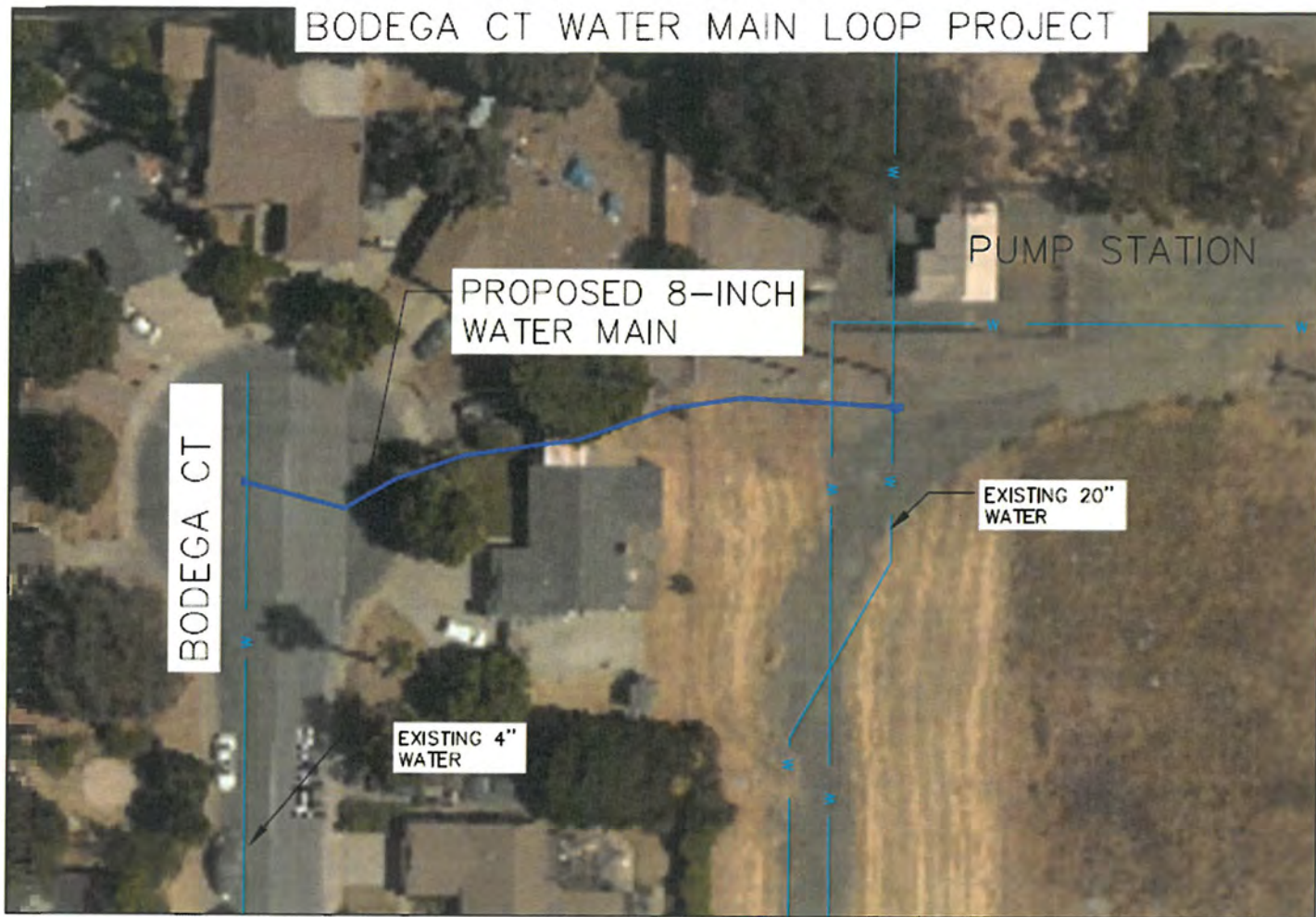
Funding Sources:

Eligible Funding Source: WOF, WFR (503),
Wbond

Identified Funding: \$5,300,000 WOF,
\$940,000 Wbond, \$77,500 WFR (funds
transferred to SS-34 for combined
water/sewer project)

Project Description:

This project will be included with a sewer project SS-34 2016/17 Sewer/Water Replacement/ Rehabilitation Program to be constructed in the neighborhood north of School Street between Railroad Avenue and Harbor Street.



W-107: BODEGA COURT WATER SYSTEM LOOP PROJECT

Project No.

Status:

Estimated Project Cost:
\$300,000

Project Limits:
Bodega Court

Funding Sources

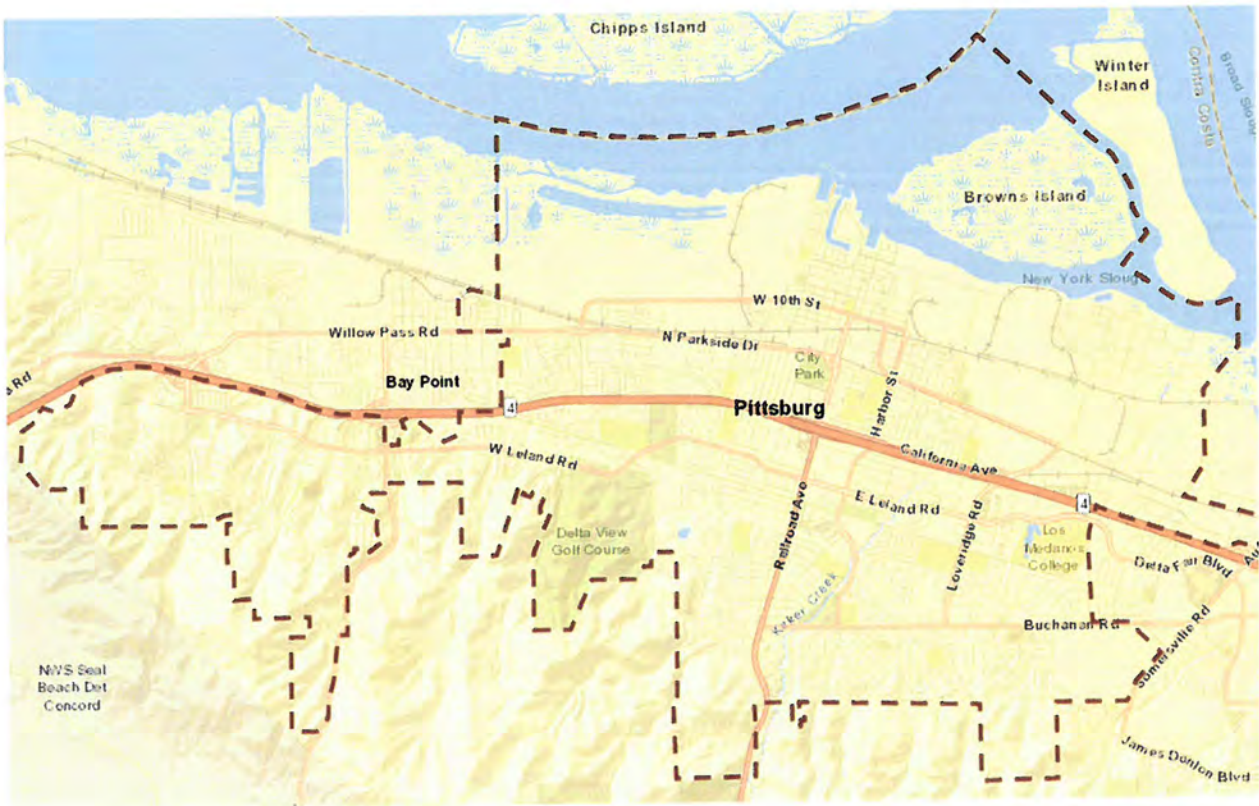
Eligible Funding Source: WOF, WFR

Identified Funding Source: \$300,000 WOF

Project Description:

Bodega Ct Water Main Loop Installation Project will establish a tie in between existing 4-inch and 20-inch water main. The Project will Install approximately 220 LF of 8-inch waterline through the access easement located between 2101 & 2103 Bodega Court.

SEWER PROJECTS



SS-1: CITYWIDE SEWER INSPECTION PROJECT

Project No.
TBD

Status:
Funded

Estimated Project Cost:
\$112,410

Project Limits:
Various Locations Citywide

Funding Sources:
Eligible Funding Source: Sewer Operations Fund
Identified Funding Source: \$112,410 SOF

Project Description:

Project is for inspecting sewers throughout the City to determine replacement and rehabilitation needs for potential inclusion in future sewer replacement projects.



SS-2: FY 2022/23 SEWER REPLACEMENT PROGRAM

Project No.
TBD

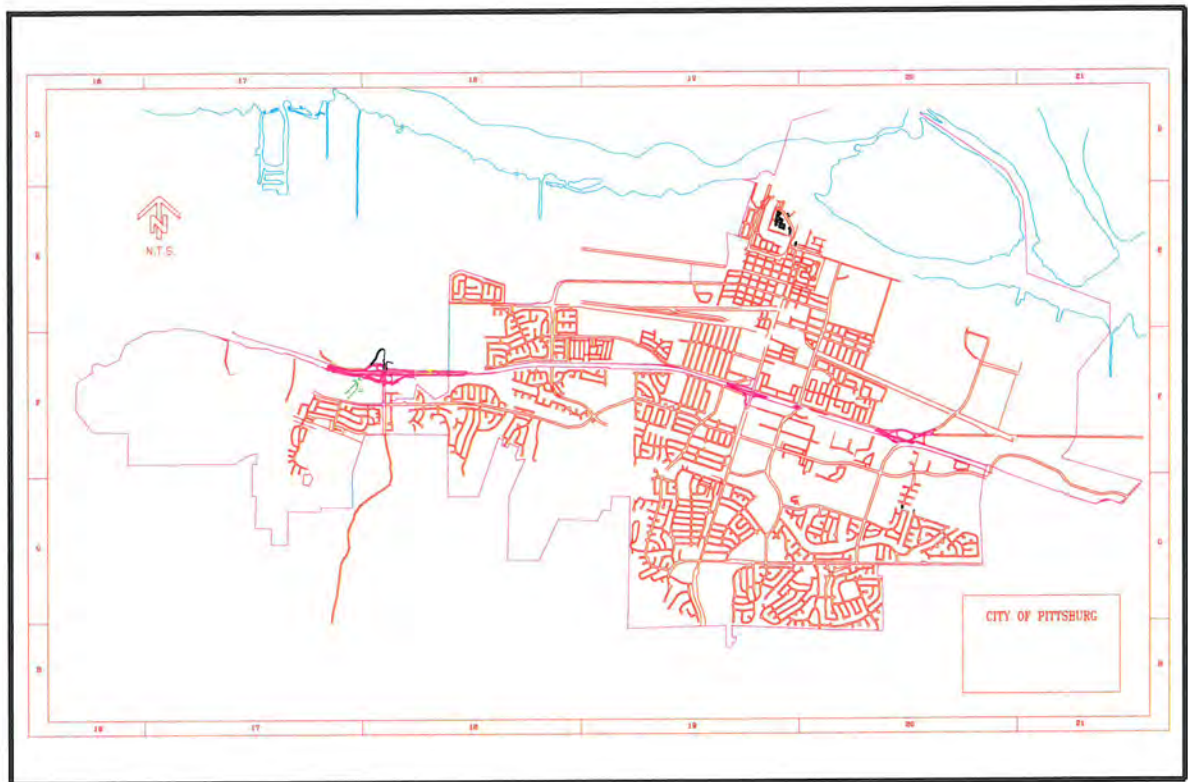
Status:
Projected Funding for FY22/23 & 23/24

Estimated Project Cost:
\$2,900,000

Project Limits:
Central Addition Phase I (Columbia Street to Harbor Street and Central to East 14th Street)

Funding Sources:
Eligible Funding Source: Sewer Operations Fund, SFR
Identified Funding Source: \$2,400,000 SOF, \$500,000 SFR

Project Description:
Project will replace sewer lines that are maintenance problems. Central Addition Phase I was identified as FY 22/23 & 23/24 sewer and water project. Water funds will be added for the replacement of water mains with this project.



SS-3: FY 2019/20 SEWER REPLACEMENT PROGRAM

Project No.

To be determined

Status:

Awaiting funding

Estimated Project Cost:

\$2,500,000

Project Limits:

To be determined

Operation and Maintenance

\$0/year

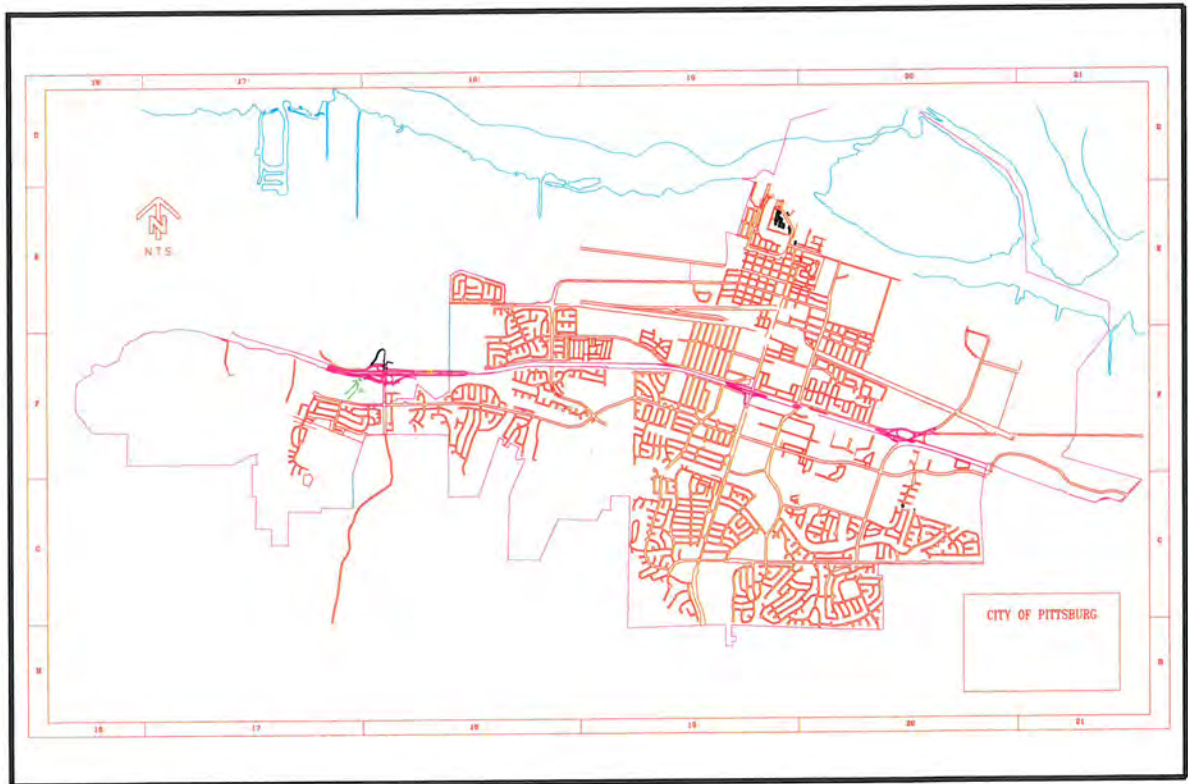
Funding Sources:

Eligible Funding Source: Sewer Operations Fund

Identified Funding Source: \$2,500,000 SOF

Project Description:

Project will replace older sewer mains and laterals lines in the core (central) portions of the City that have higher maintenance and lower reliability.



SS-4: SEWER MASTER PLAN UPDATE

Project No.
TBD

Status:
Currently being studied.

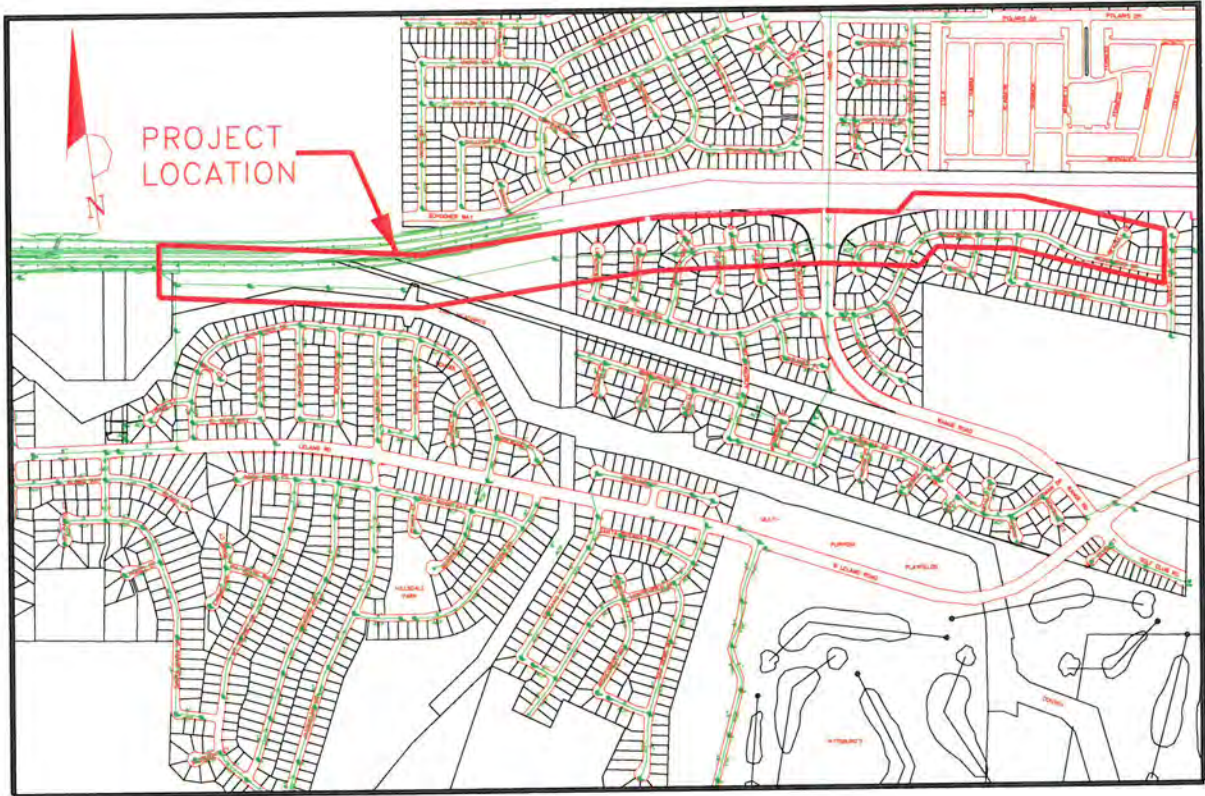
Estimated Project Cost:
\$175,000

Project Limits:
Citywide

Funding Sources:
Eligible Funding Source: Sewer Operations Fund
Identified Funding Source: \$175,000 SOF

Project Description:

The City's sewer master plan was last fully updated in 2003. There have been three amendments to the master plan over the years, with the last being completed in 2011. This project is for a full update of the sewer master plan.



SS-23: HIGHWAY 4 TRUNK LINE RELIEF (Segment A)

Project No.
2007-09

Status:
Awaiting funds

Estimated Project Cost:
\$3,404,000

Project Limits:
From east of Bailey Road to PG&E easement

Operation and Maintenance
\$0/year

Funding Sources:
Eligible Funding Source: Sewer Facility
Reserve Fund
Identified Funding Source: \$200,000 SFR

Project Description:

This project is the easterly segment (7,000 ft.) of the Highway 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.



SS-24: BART SPECIFIC PLAN SEWER MAIN

Project No.
TBD

Status:
Awaiting funding.

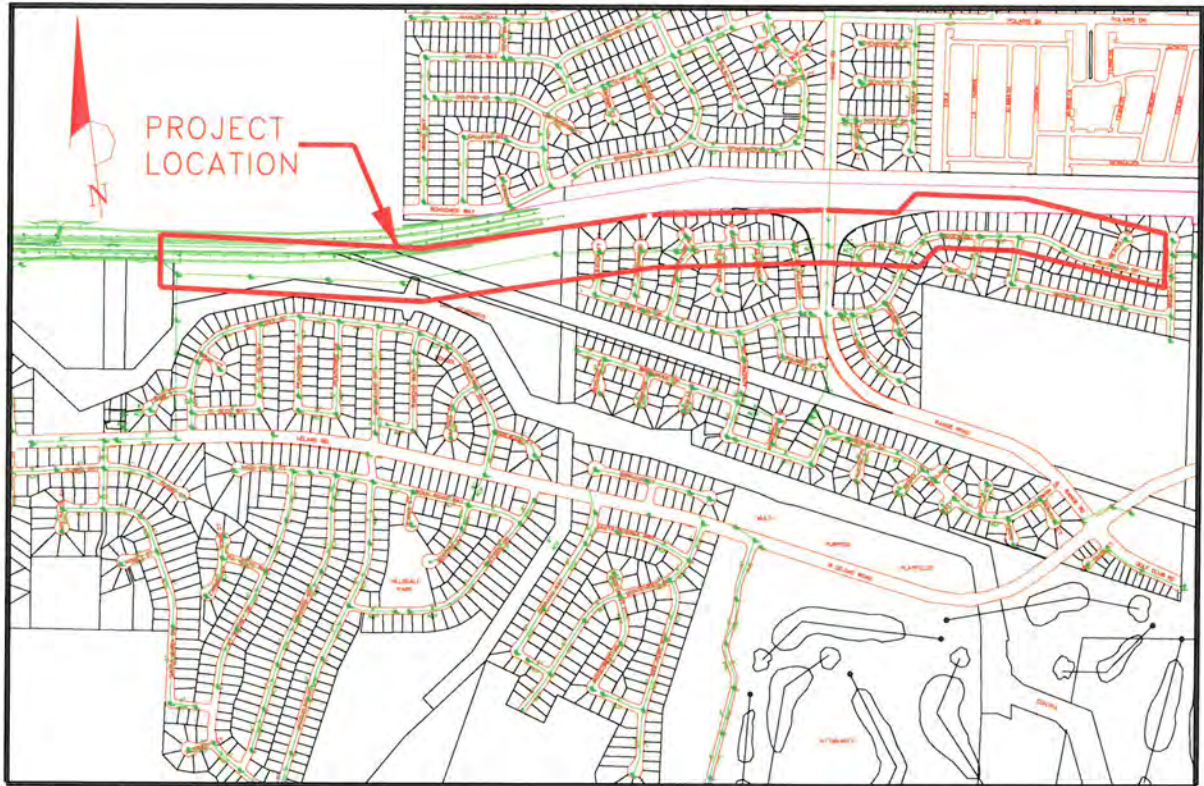
Estimated Project Cost:
\$284,000

Project Limits:
Pittsburg-Bay Point BART Station Area

Funding Sources:
Eligible Funding Source: Sewer Facility
Reserve Fund
Identified Funding Source: None

Project Description:

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.



SS-29: HIGHWAY 4 TRUNK LINE RELIEF (Segment B)

Project No.

Status:

Awaiting funds.

Estimated Project Cost:
\$1,554,000

Project Limits:
From Bailey Road to east.

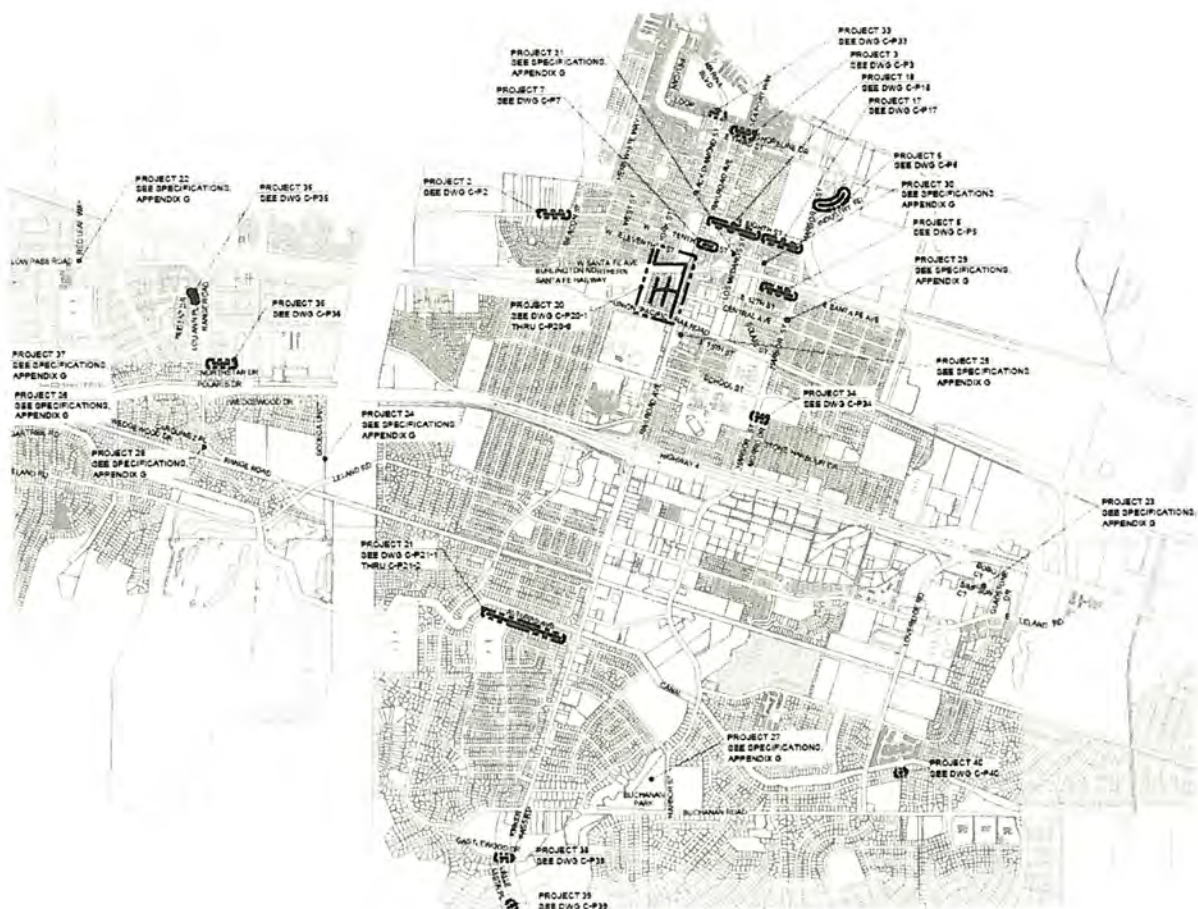
Funding Sources:

Eligible Funding Source: Sewer Facility
Reserve Fund

Identified Funding Source: Developer Fees

Project Description:

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.



SS-30: FY 2014/15 SEWER REPLACEMENT PROGRAM

Project No.
2012-15

Status:
2019/20 Final Phase of Construction

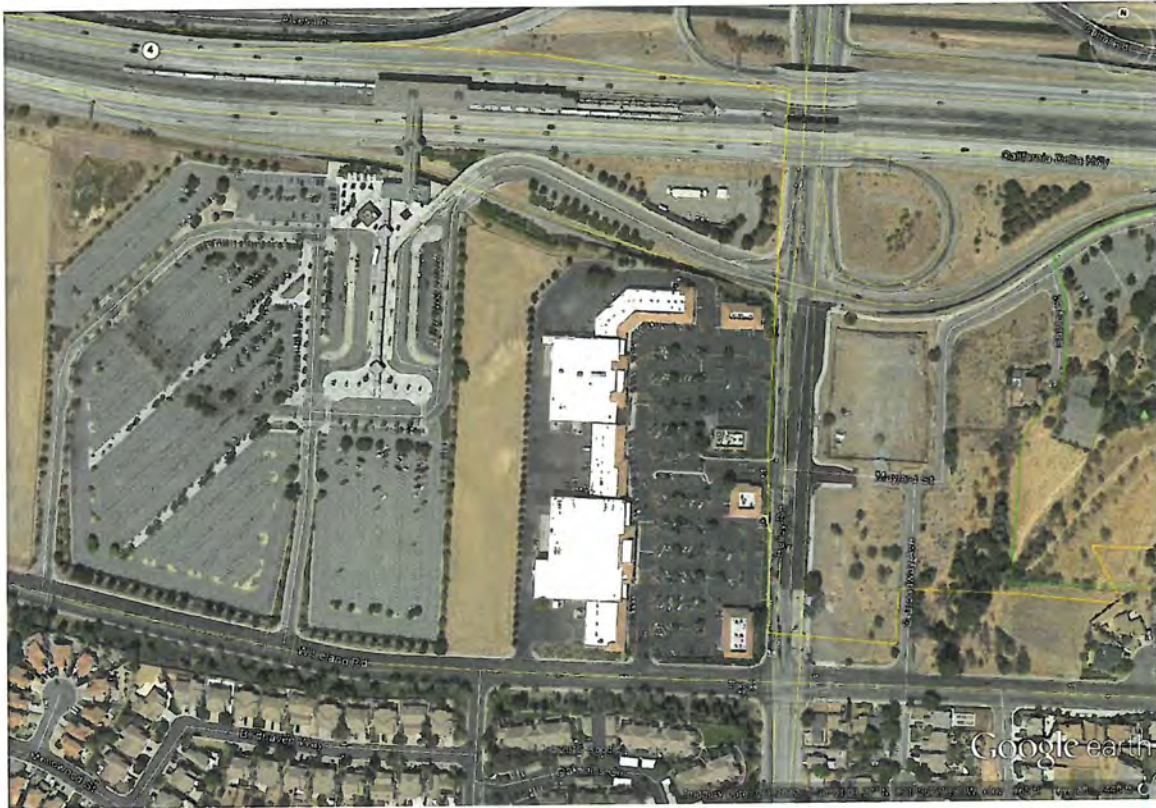
Estimated Project Cost:
\$10,000,000

Project Limits:
Locations Citywide

Funding Sources:
Eligible Funding Source: Sewer Operations Fund, WOF, WFR
Identified Funding Source: \$8,300,000 SOF, \$950,000 WOF, \$750,000 WFR

Project Description:

Project will replace sewer lines that are maintenance problems. Water funds are added for the replacement of water mains with this project. The Project includes rehabilitation of water and sanitary sewer facilities, spot repairs, and manhole installation/rehabilitation in several areas throughout the City. This work will help alleviate chronic problem areas that require a significant amount of maintenance and repairs by the Public Works Department.



SS-31: OAK HILLS CENTER SEWER MAIN

Project No.
TBD

Status:
Awaiting funding and development.

Estimated Project Cost:
\$650,000

Project Limits:
Behind Oak Hills Center adjacent to Bailey Road

Funding Sources:

Eligible Funding Source: Sewer Facility Reserve Fund
Identified Funding Source: None

Project Description:

This project is contingent on future development. It will increase capacity of the existing 1,300- foot 6" sewer line by pipe bursting to an 8" diameter sewer line when needed. The exact alignment of the pipe will be determined through design.



SS-36: FY 2020/21 SEWER REPLACEMENT PROGRAM

Project No.
TBD

Status:
Projected Funding for FY 19/20 & FY 20/21

Estimated Project Cost:
\$2,100,000

Project Limits:
Black Diamond Street to Beacon Street and
West Santa Fe to West Tenth Street

Funding Sources:
Eligible Funding Source: Sewer Operations
Fund
Identified Funding Source: \$2,100,000 SOF

Project Description:
Project will replace older sewer mains and laterals lines in the core (central)
portions of the City that have higher maintenance and lower reliability.

STORM DRAIN PROJECTS



SD-1: SUGARTREE CHANNEL (Contra Costa Canal to East Bay Municipal Utility District)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

Estimated Project Cost:
\$675,000

Project Limits:
Storm drain channel from Contra Costa Canal to EBMUD corridor

Funding Sources:
Eligible Funding Source: Potential FEMA grant
Identified Funding Source: None

Project Description:

This project is to excavate and widen a channel that has become severely silted up and overgrown with willow trees. This area has become a bottleneck for storm water flows. The restricted flow has caused flooding on Sugartree Drive during major storm events. Staff is preparing a grant request from FEMA to assist with funding.



SD-2 BUCHANAN PARK PARKING LOT RETROFIT

Project No.

Status:

Awaiting funding

Estimated Project Cost:

\$975,000

Project Limits:

Buchanan Park Parking Area

Funding Sources

Eligible Funding Sources: Proposition 1

Stormwater Grants

Identified Funding Sources: none

Project Description:

Divert surface stormwater runoff from the parking lot area into vegetated swales and bioretention pockets throughout the parking lot area.



SD-3: FULL TRASH CAPTURE DEVICE (CALIFORNIA AVENUE AND LOVERIDGE ROAD)

Project No.

Status:

Awaiting Funds

Estimated Project Cost:
\$250,000

Project Limits: South eastern corner of
Loveridge Road and California Avenue

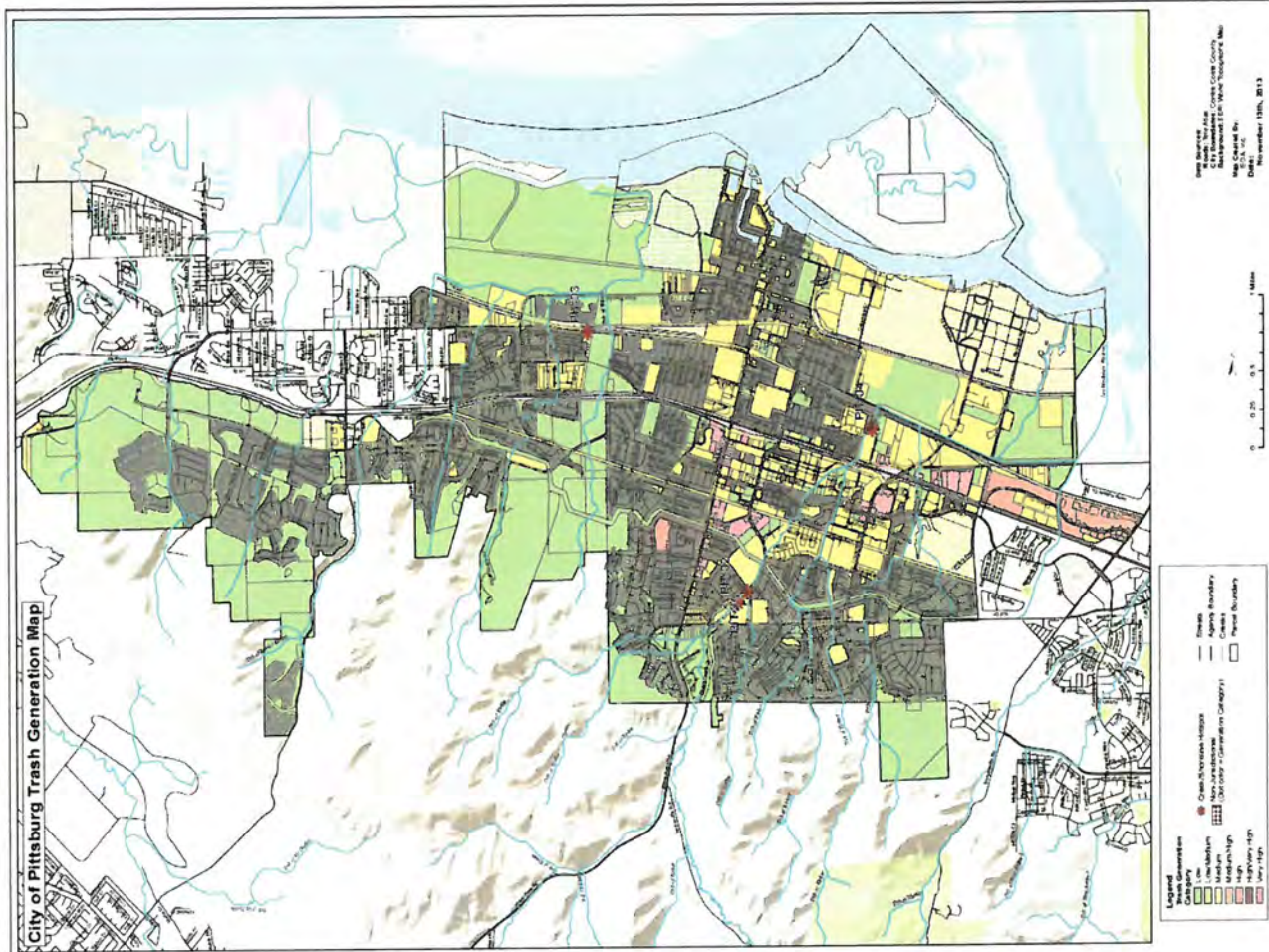
Operation and Maintenance
Minimum of twice per year or
as required.

Funding Sources:
Eligible Funding Source: Grants
Identified Funding Source: None

Project Description:

This project involves installation of 50 linear feet of 36" Storm Flo Full Trash Capture screens, concrete foundation and overflow weir.

Installation of this device will help the City meet its required trash generation load reduction goals by capturing trash generated from approximately 90 acres of high and medium generation areas.



SD-4: FULL TRASH CAPTURE DEVICES (CITYWIDE)

Project No.
TBD

Status:
Awaiting Funding

Estimated Project Cost:
\$ 50,000

Project Limits: Areas identified as Very High, High, and Medium Trash Generating areas Citywide.

Operation and Maintenance
Minimum of four times per year or as required.

Funding Sources
Eligible Funding Source: Grants
Identified Funding Source: none

Project Description:

This project involves purchase and installation of proprietary in-structure full trash capture devices within catch basins located in areas of very high, high, and medium trash generating areas citywide to help meet the City's required trash load reduction goals.



SD-5: W. 8th STREET STORM DRAIN PUMP STATION

Project No.
TBD

Status:
Awaiting Funding

Estimated Project Cost:
\$ 180,000

Project Limits: End of box culvert north of the
end of W. 8th Street

Operation and Maintenance

Funding Sources
Eligible Funding Source: IRRF
Identified Funding: none

Project Description:

This project will install a dewatering pump to remove standing water in the box culvert north of W. 8th Street. Removal of the water will reduce silt buildup in the box culvert and prevent standing water in the box culvert on W. 8th Street which currently remains full of water year round since it is tied to the box culvert by a 12" storm drain pipe.



SD-6 STORM WATER DIVERSION FOR KIRKER CREEK EAST OF LOVERIDGE ROAD

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$1,250,000

Project Limits:
Project is from intersection of East California Ave. and Loveridge Rd. to Kirker Creek Channel along Pittsburg Antioch Hwy.

Funding Sources
Eligible Funding Sources: Kirker Creek Fund
Identified Funding: TBD

Project Description:

To 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



SD-7: WEST LELAND ROAD STORM DRAIN IMPROVEMENTS (CRESTVIEW DRIVE TO BURTON AVENUE)

Project No.
TBD

Status:
unfunded

Estimated Project Cost:
\$680,000

Project Limits:
South west corner of Crestview Dr and West Leland Rd to Burton Ave.

Funding Sources
Identified Funding: none

Project Description:

Construct new storm drain pipeline with inlets to prevent street flooding. Pipeline will begin with inlets located at the south west corner of Crestview Drive and West Leland Road.



SD-8 STORM DRAIN REPAIR PROJECT (2 LOCATIONS)

Project No.
TBD

Status:
Unfunded

Estimated Project Cost:
\$275,000

Project Limits:
Location 1 - Buchanan Road East of Harbor Street
Location 2 - W Leland Road at John Henry
Johnson Drive

Funding Sources
Eligible Funding Sources: IRRF, Measure J, Gas
Tax
Identified Funding: none

Project Description:

Significant settlement is occurring at Buchanan Road east of Harbor Street and at W Leland Road near John Henry Johnson Drive where existing storm drain pipes cross the road. CCTV had identified deficiencies in the storm drain pipe 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.



SD-9: AMERICANA PARK STORM DRAINAGE PROJECT

Project No.
2009-01

Status:
Design Complete/Awaiting Funding

Estimated Project Cost:
\$700,000

Project Limits:
Polaris Drive to Parkside Drive

Funding Sources:
Eligible Funding Source: Kirker Creek
Improvement Fund, FEMA Grant
Identified Funding Source: \$120,000 CCIF
\$580,000 IRRF

Project Description:
This project will reduce overflows onto North Parkside Drive from the undersized detention pond at Americana Park by constructing a drainage channel across the PG&E utility corridor. Project requires obtaining an easement from PG&E.



SD-10: KIRKER CREEK IMPROVEMENT (LOVERIDGE ROAD TO CORTEVA (DOW))

Project No.
TBD

Status:
Awaiting funding

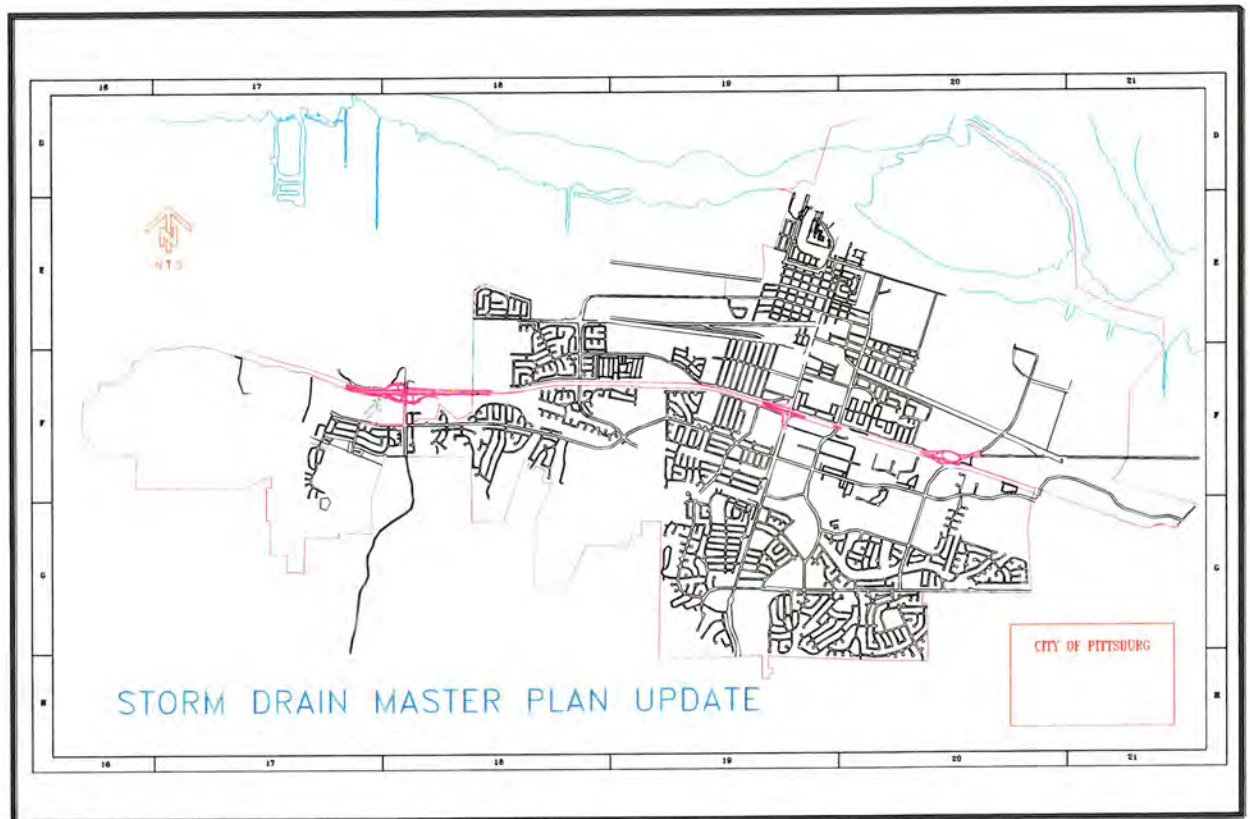
Estimated Project Cost:
\$1,210,000

Project Limits:
Kirker Creek East of Loveridge Road

Funding Sources:
Eligible Funding Source: Kirker Creek Improvement Fund
Identified Funding Source: None

Project Description:

This project included planning, design and 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 Corteva.



SD-11: STORM DRAIN MASTER PLAN UPDATE

Project No.
TBD

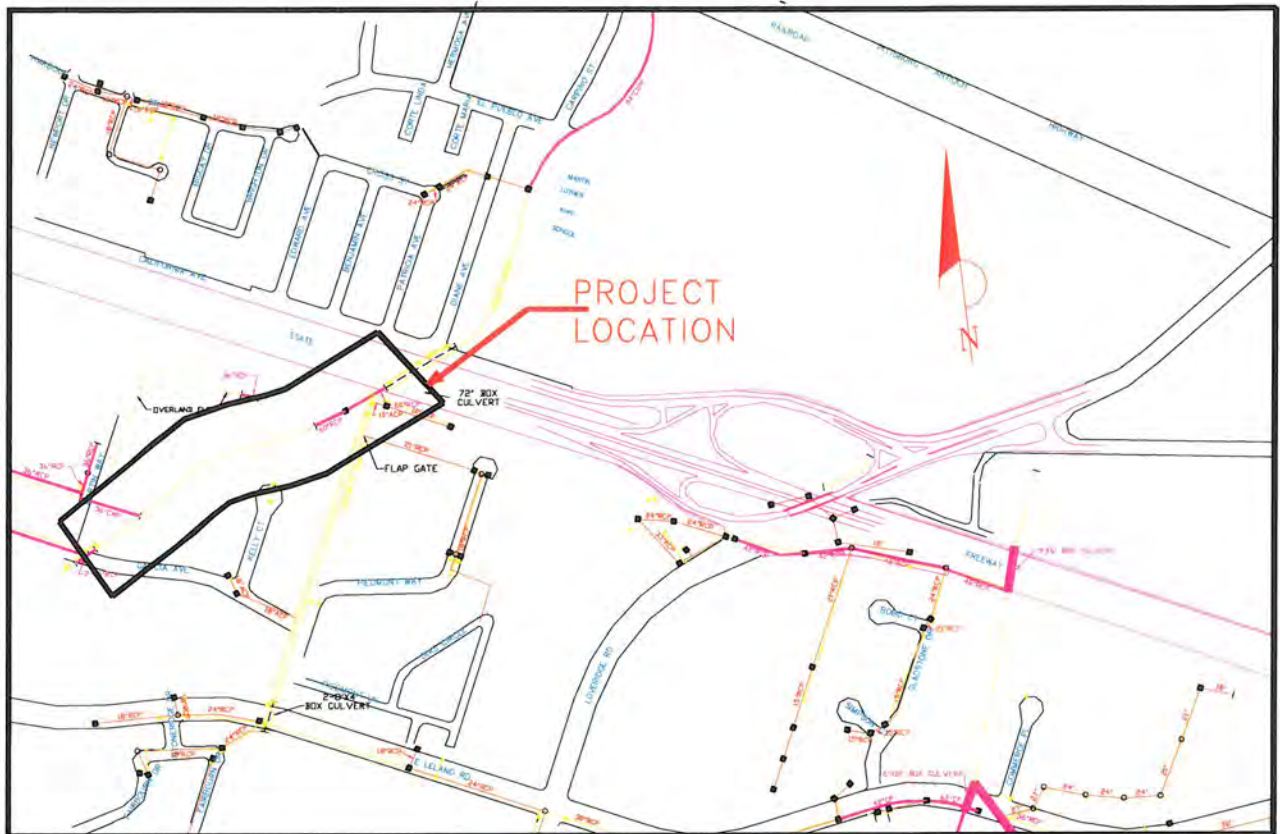
Status:
Awaiting funding.

Estimated Project Cost:
\$400,000

Project Limits:
Citywide

Funding Sources:
Eligible Funding Source: Kirker Creek Improvement Fund
Identified Funding Source: \$100,000 Kirker Creek Improvement Fund,

Project Description:
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.



SD-12: KIRKER CREEK WATERSHED (State Route 4 to Garcia Avenue)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

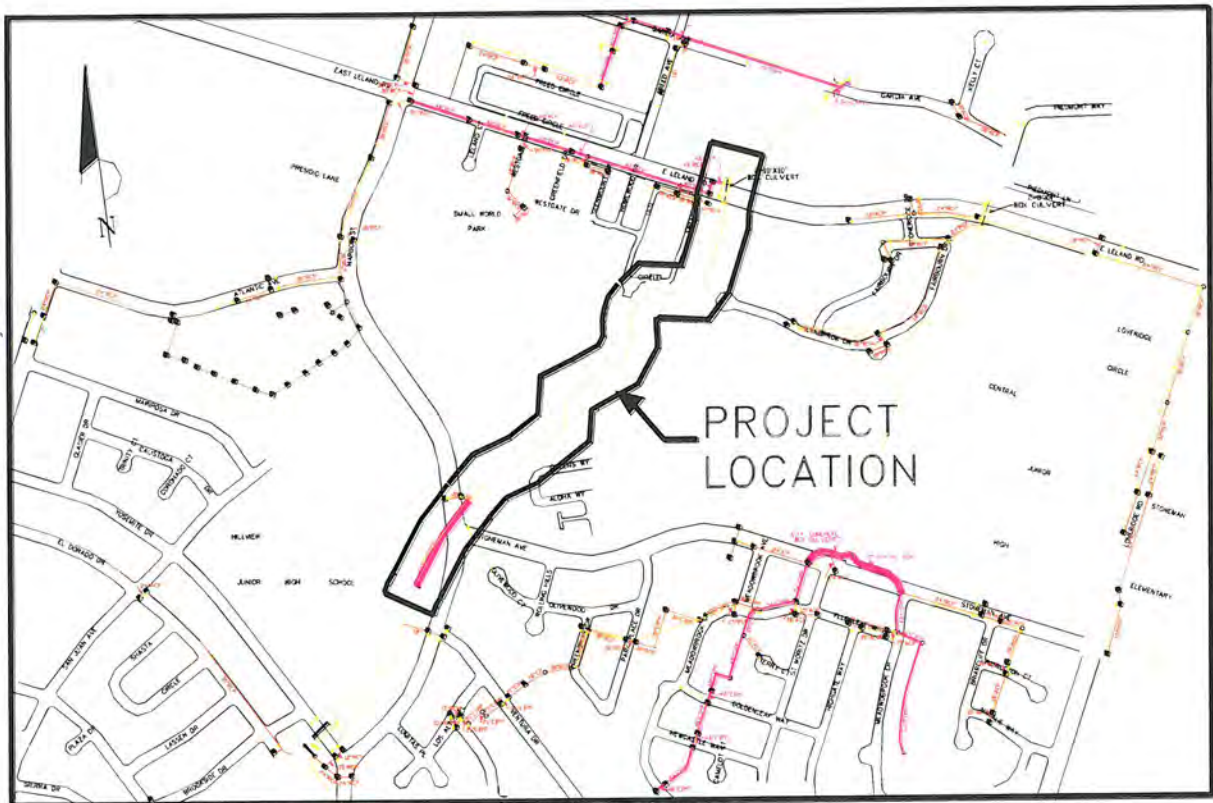
Estimated Project Cost:
\$1,725,000

Project Limits:
Kirker Creek from Hwy. 4 to Garcia Avenue

Funding Sources:
Eligible Funding Source: Kirker Creek
Impervious Surface Drainage Fee,
Proposition 1 Grants
Identified Funding Source: none

Project Description:

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.



SD-13: KIRKER CREEK WATERSHED (East Leland Road to Contra Costa Canal)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

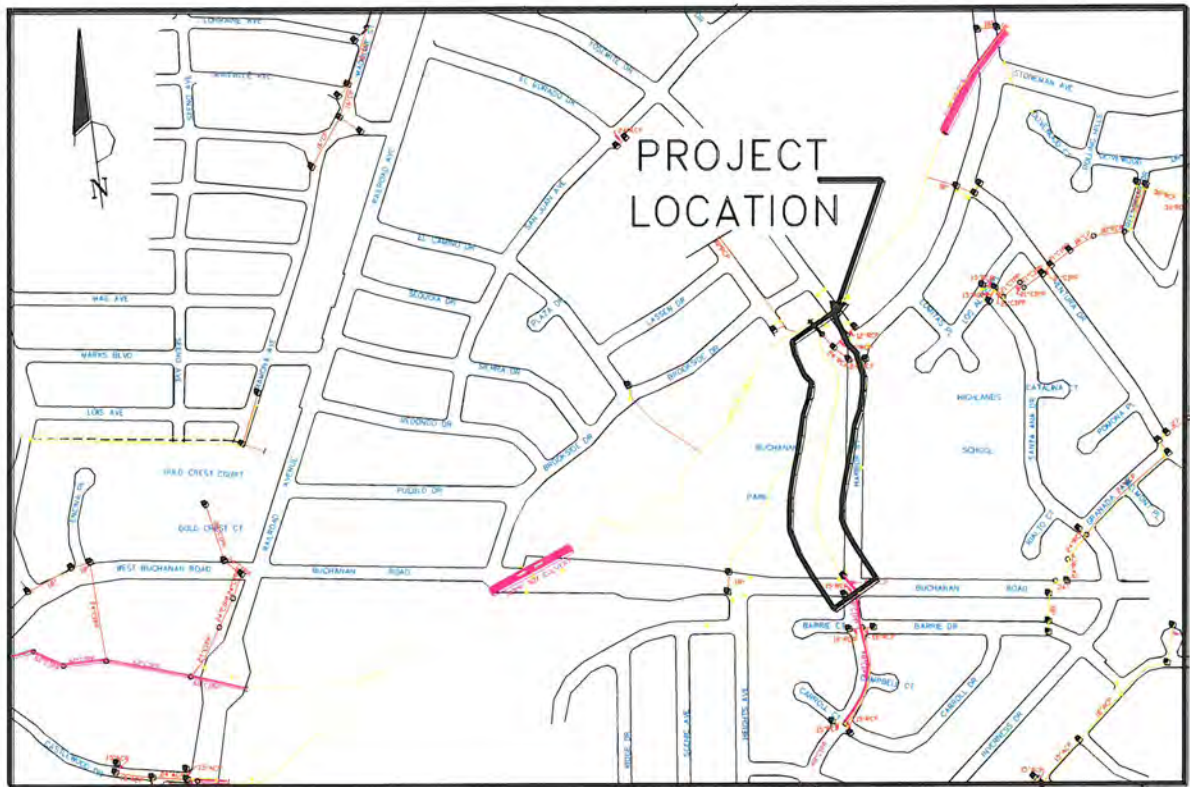
Estimated Project Cost:
\$395,000

Project Limits:
Kirker Creek from East Leland Rd to just south of Stoneman Avenue

Funding Sources:
Eligible Funding Source: Kirker Creek
Impervious Surface Drainage Fee
Identified Funding Source: TBD

Project Description:

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.



SD-14: KIRKER CREEK WATERSHED (Contra Costa Canal to Buchanan Road)

Project No.

Status:

Awaiting funding/Evaluating needs.

Estimated Project Cost:

\$350,000

Project Limits:

Kirker Creek from Contra Costa Canal to Buchanan Road

Funding Sources:

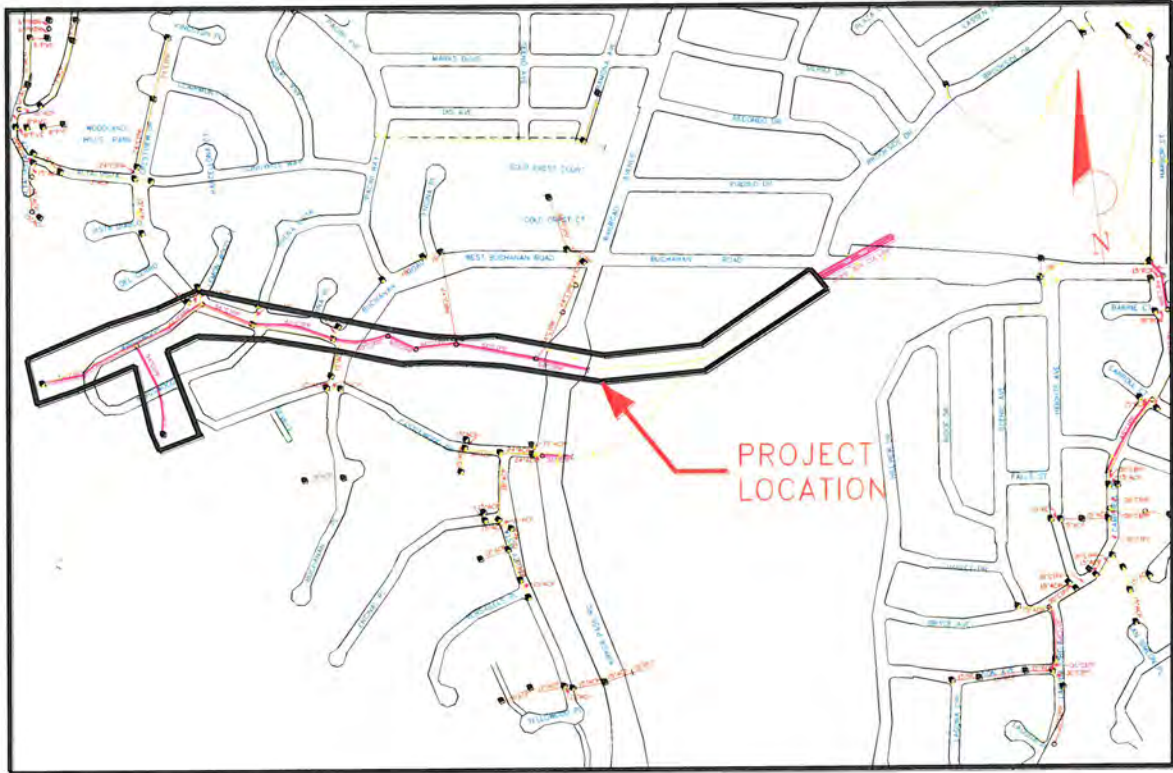
Eligible Funding Source: Kirker Creek

Impervious Service Drainage Fee

Identified Funding Source: TBD

Project Description:

This project will improve all the undersized pipes, and culverts from the Contra Costa Canal to Buchanan Road. These improvement 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.



SD-15: KIRKER CREEK WATERSHED (Buchanan Road to Kingswood)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

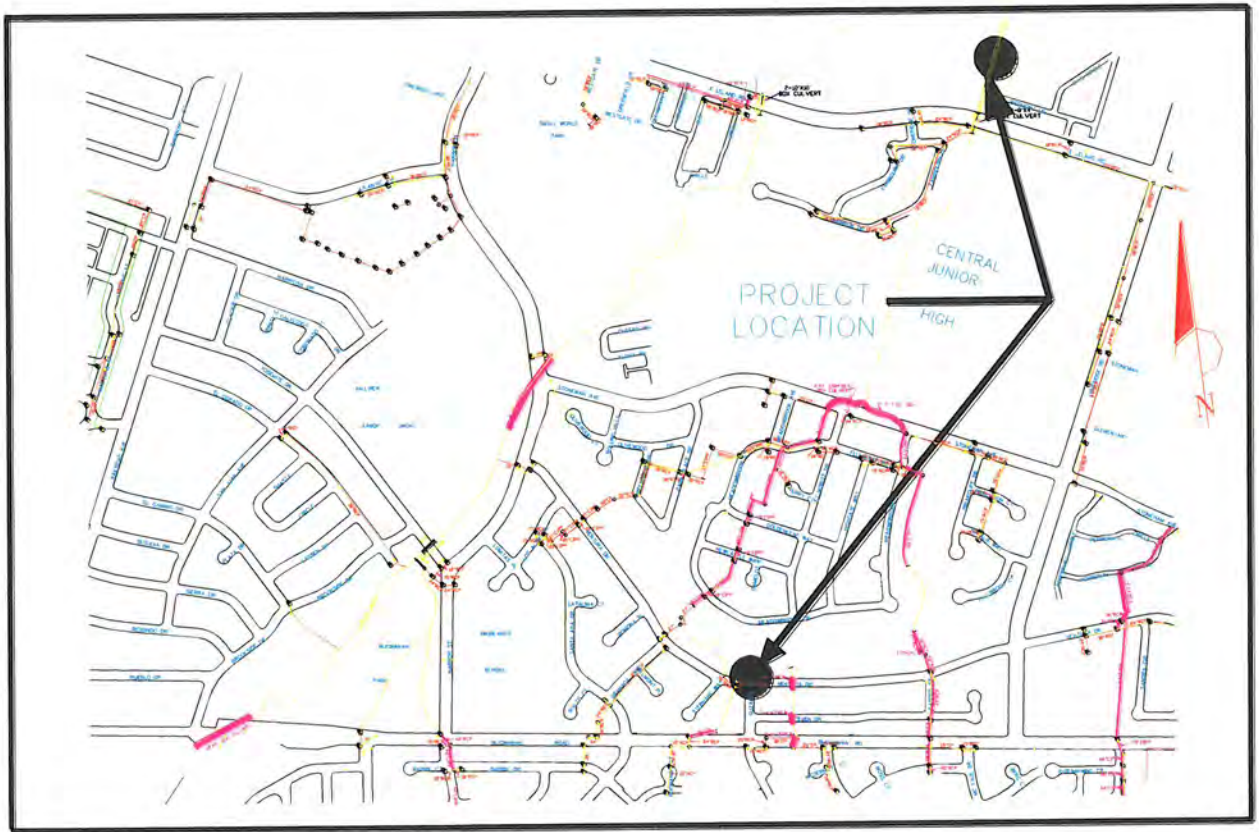
Estimated Project Cost:
\$2,060,000

Project Limits:
Kirker Creek Watershed from Buchanan Road to Kingswood

Funding Sources:
Eligible Funding Source: Kirker Creek
Impervious Surface Drainage Fee
Identified Funding Source: TBD

Project Description:

This project will improve all the undersized pipes, and channels from the Buchanan Road to Kingswood. These improvement 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.



SD-16: KIRKER CREEK WATERSHED IMPROVEMENTS (Ventura Drive, Piedmont Way and Loveridge Road)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs

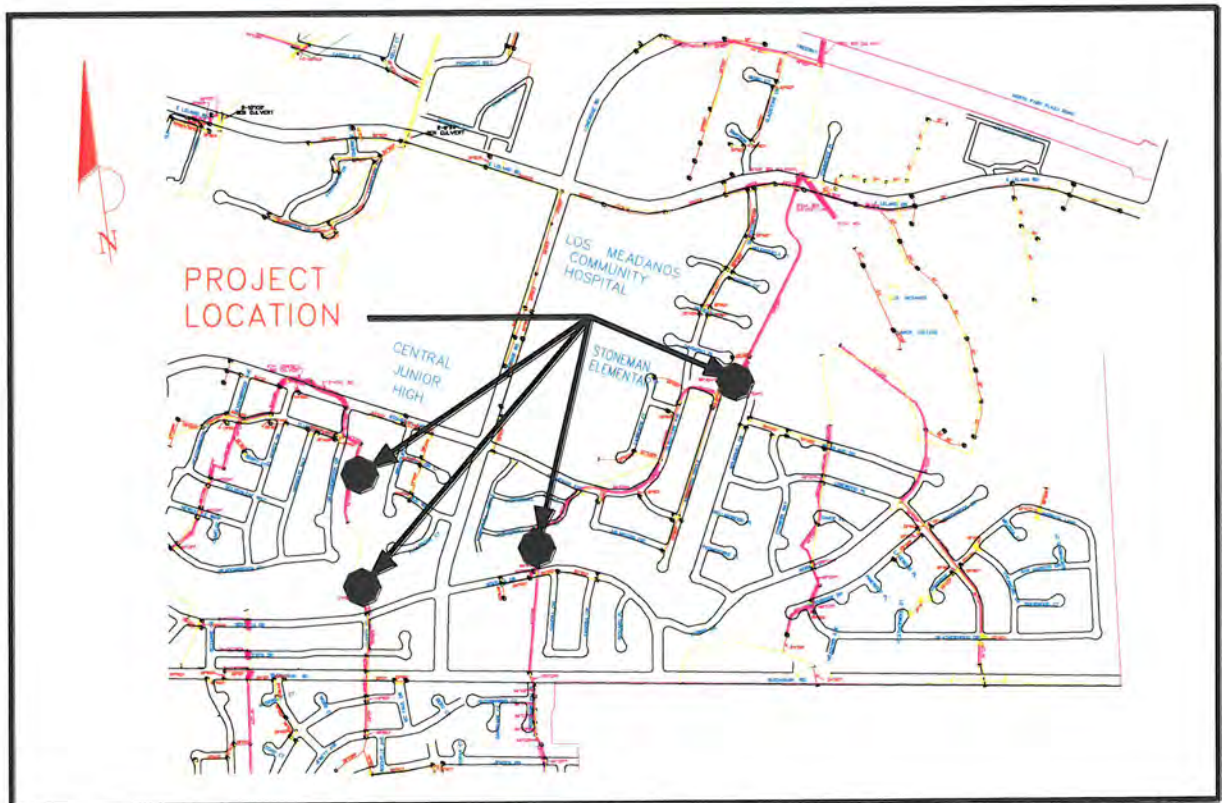
Estimated Project Cost:
\$140,000

Project Limits:
Kirker Creek from Ventura Drive, Piedmont Way and Loveridge Road

Funding Sources:
Eligible Funding Source: Kirker Creek
Impervious Surface Drainage Fee
Identified Funding Source: TBD

Project Description:

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.



SD-17: KIRKER CREEK WATERSHED (Stoneman Avenue/Contra Costa Canal)

Project No.

Status:

Awaiting funding/Evaluating needs.

Estimated Project Cost:
\$1,005,000

Project Limits:

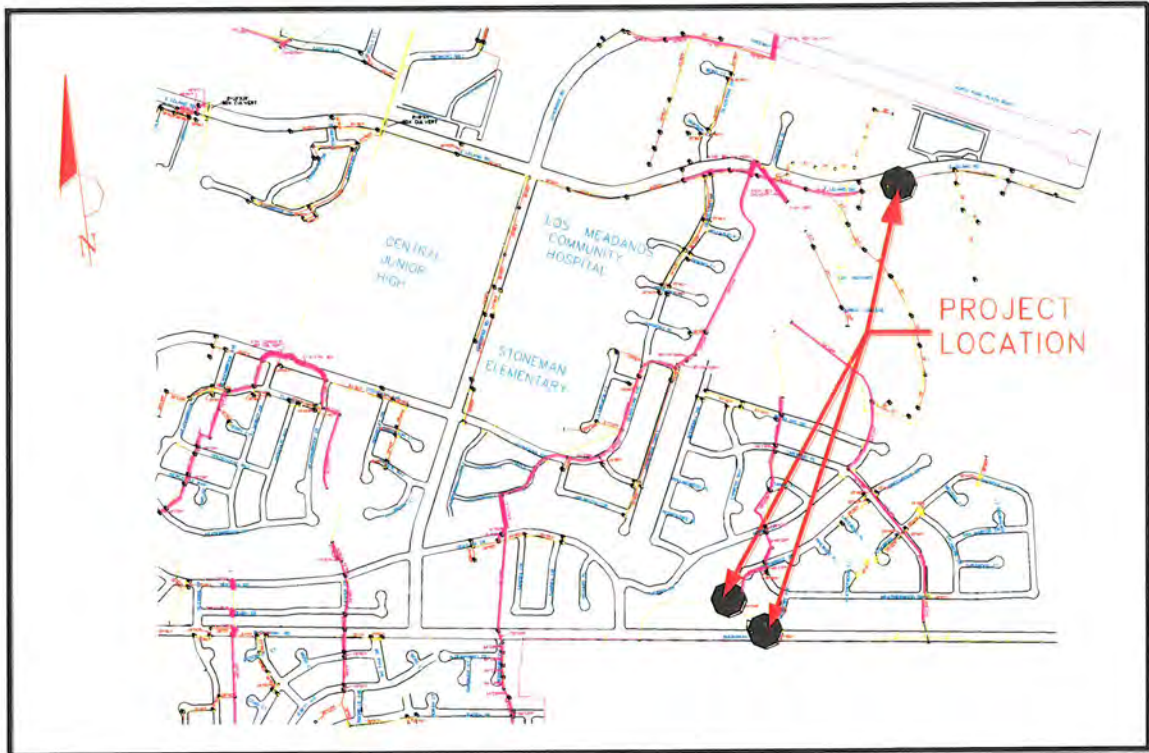
Kirker Creek Watershed near Stoneman Avenue and the Contra Costa Canal.

Funding Sources:

Eligible Funding Source: Kirker Creek
Impervious Surface Drainage Fee
Identified Funding Source: TBD

Project Description:

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.



SD-18: KIRKER CREEK WATERSHED (Los Medanos College and south to the Contra Costa Canal)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

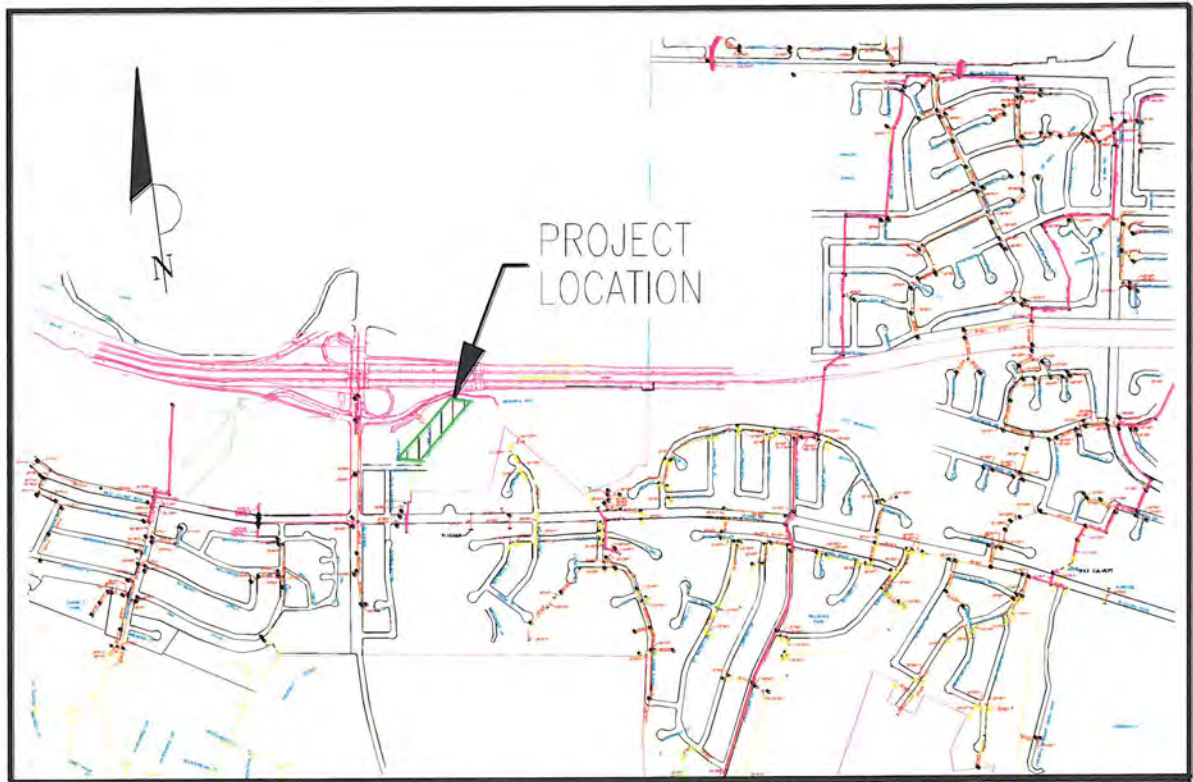
Estimated Project Cost:
\$635,000

Project Limits:
Kirker Creek Watershed in the vicinity of LMC and south

Funding Sources:
Eligible Funding Source: Kirker Creek
Impervious Surface Drainage Fee
Identified Funding Source: none

Project Description:

This project will improve all the undersized pipes, in the vicinity of Los Medanos College and south to the Contra Costa Canal. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 8271, 8280, and 8289. This project includes 1010' of pipe improvements.



SD-19: LAWLOR CREEK WATERSHED (Hwy. 4 to West Leland Road)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

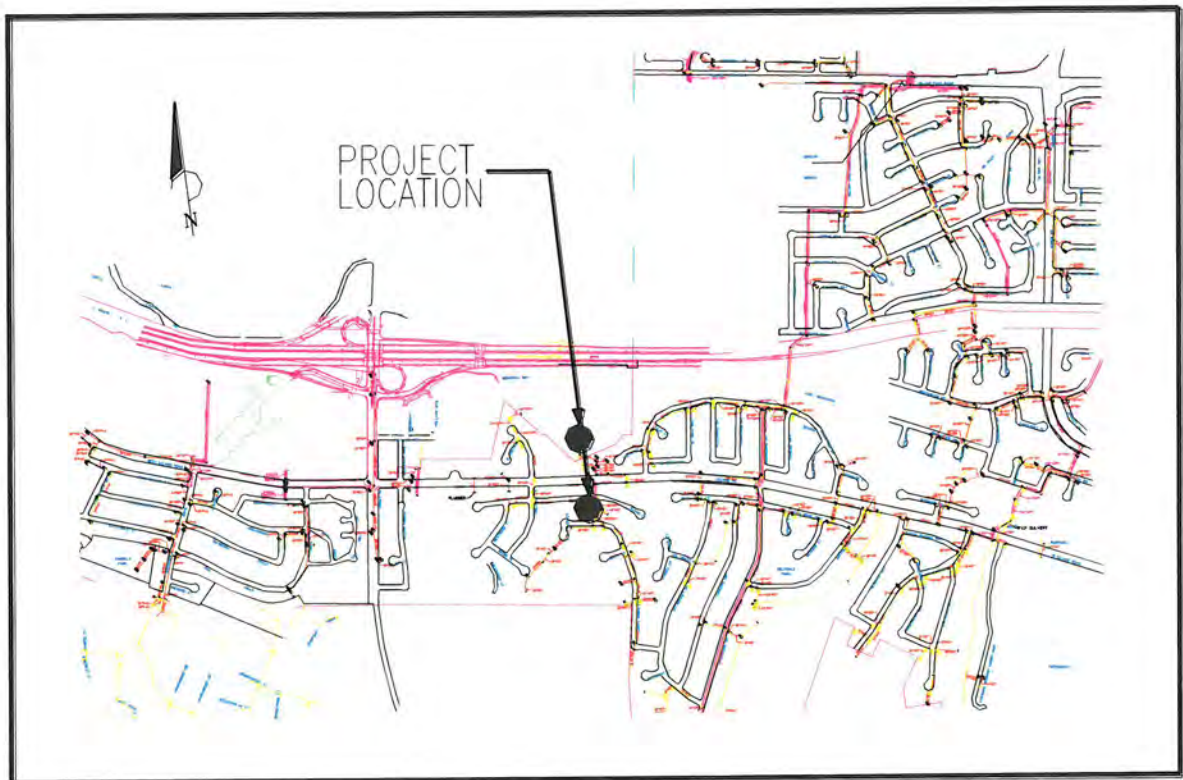
Estimated Project Cost:
\$430,000

Project Limits:
Lawlor Creek Watershed from Hwy. 4 to West Leland Road

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: none

Project Description:

This project will improve all the undersized pipes in the Lawlor Creek Watershed from Hwy 4 to West Leland Road. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 3039 and 3041. This project includes 986' of pipe improvements.



SD-20: LAWLOR CREEK WATERSHED (Contra Costa Canal to Santa Maria Drive)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

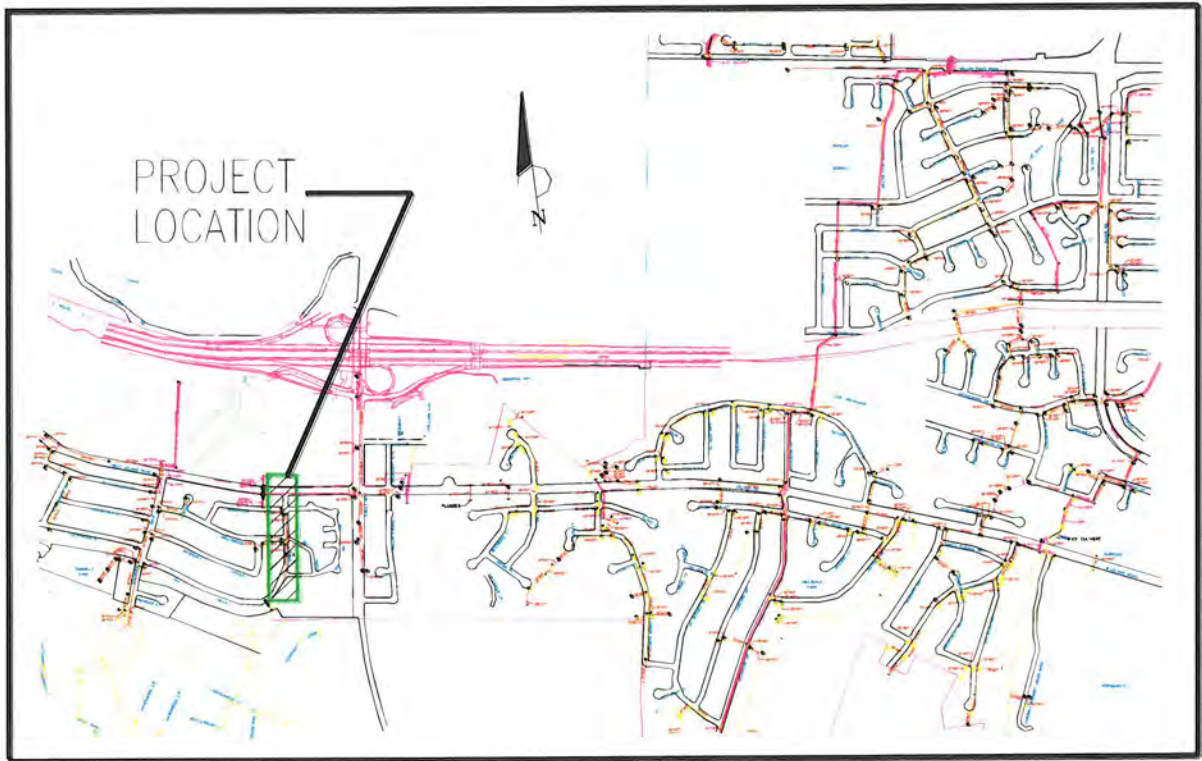
Estimated Project Cost:
\$165,000

Project Limits:
Lawlor Creek watershed from Contra Costa Canal to Santa Maria Drive

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

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.



SD-21: LAWLOR CREEK WATERSHED (West Leland Road to Oakhills Circle)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

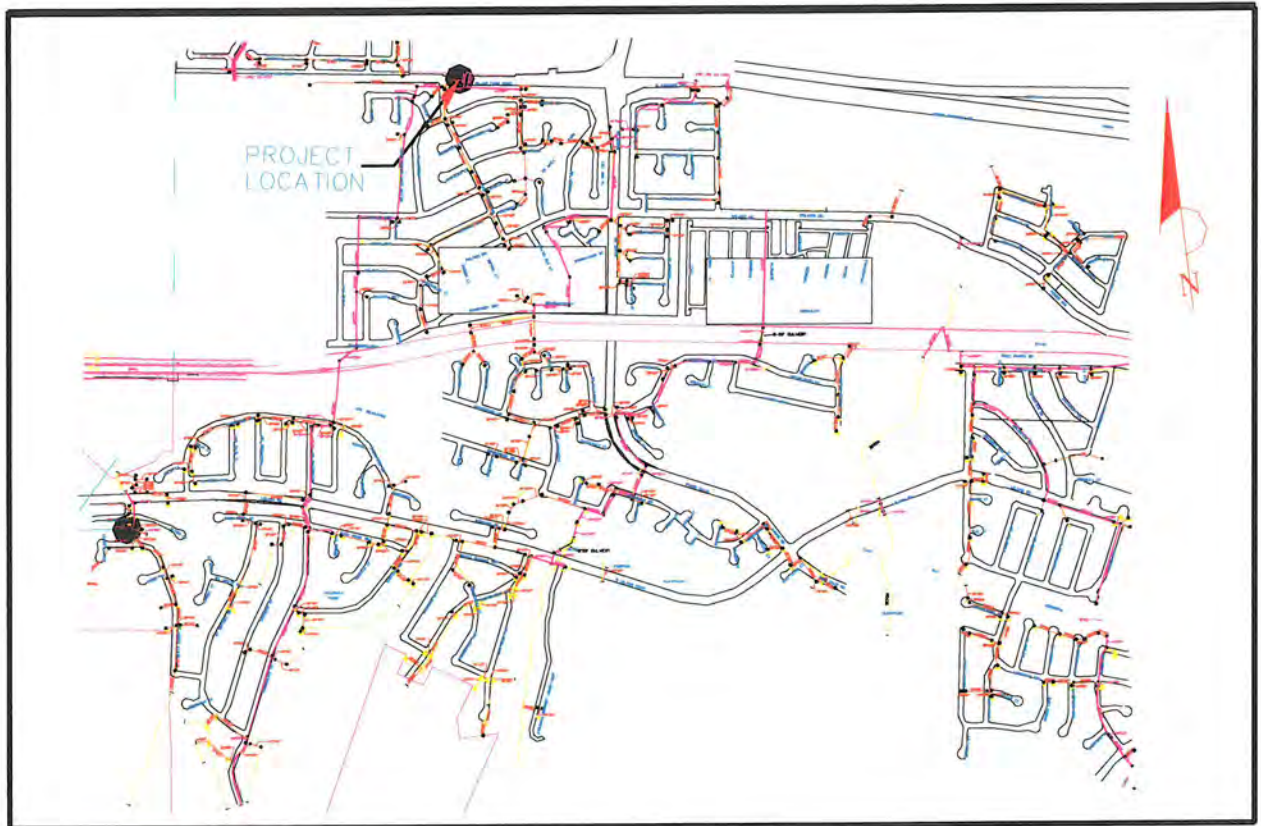
Estimated Project Cost:
\$460,000

Project Limits:
Lawlor Creek Watershed from West Leland Road
to Oakhills Circle

Funding Sources:
Eligible Funding Source:
Identified Funding Source: None

Project Description:

This project will improve all the undersized pipes in the Lawlor Creek Watershed from West Leland Road to Oakhills Circle. These improvements were identified in the July 1999, *Stormwater Management Plan* as conduits 3137 and 3138. This project includes 1058' of pipe improvements.



SD-22: WATERSHED 4 (Willow Pass Road to Contra Costa Canal)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

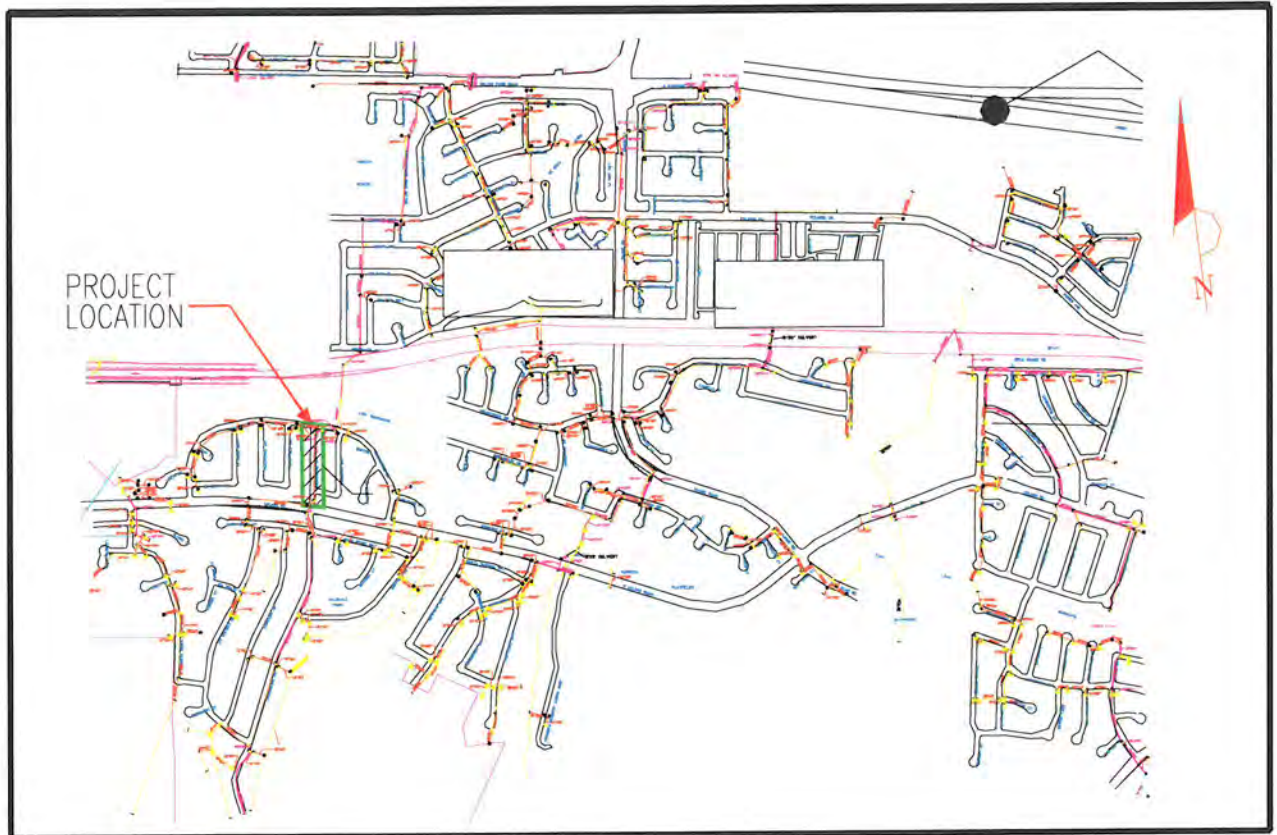
Estimated Project Cost:
\$105,000

Project Limits:
Watershed 4 from Willow Pass Road to
Contra Costa Canal

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

Watershed 4 is drained via natural swales and channels to the storm drainage system in developed areas north and south of State Route 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.



SD-23: WATERSHED 4 (West Leland Road to Sugartree Drive)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

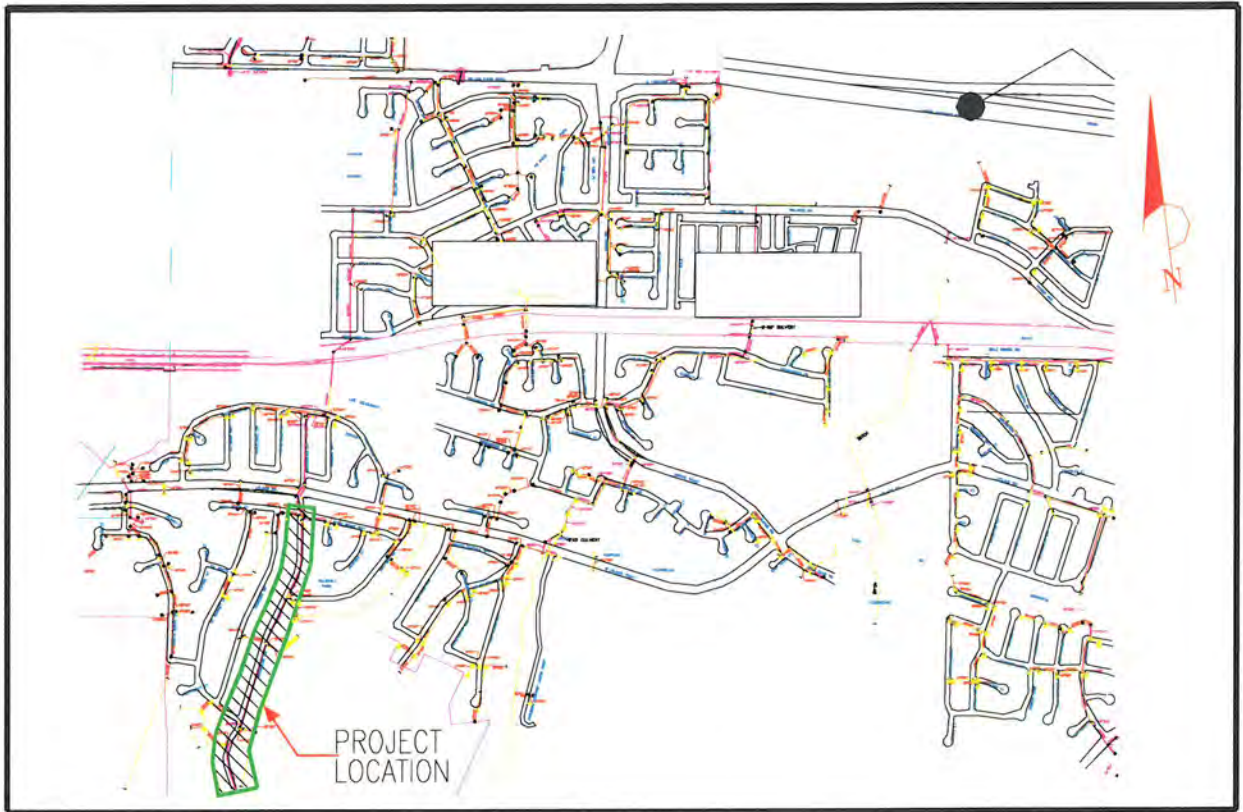
Estimated Project Cost:
\$195,000

Project Limits:
Watershed 4 from West Leland Road to Sugartree Drive

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

Watershed 4 is drained via natural swales and channels to the storm drainage system in developed areas north and south of State Route 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.



SD-24: WATERSHED 4 (Rock Ridge Way to Jacqueline Drive Terminus)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

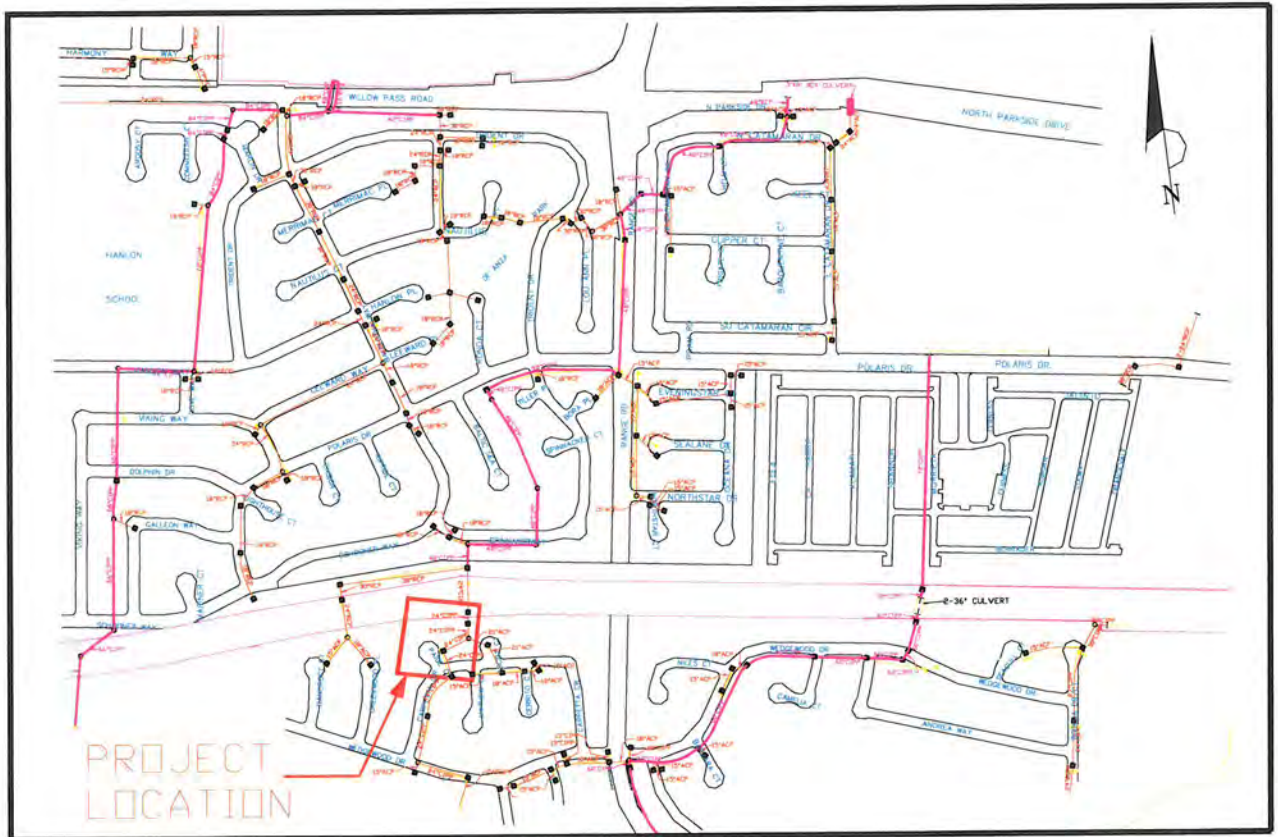
Estimated Project Cost:
\$670,000

Project Limits:
Rock Ridge Way to Jacqueline Drive

Funding Sources:
Eligible Funding Source:
Identified Funding Source: None

Project Description:

Watershed 4 is drained via natural swales and channels to the storm drainage system in developed areas north and south of State Route 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.



SD-25: WATERSHED 5 (State Route 4 to Paige Court)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

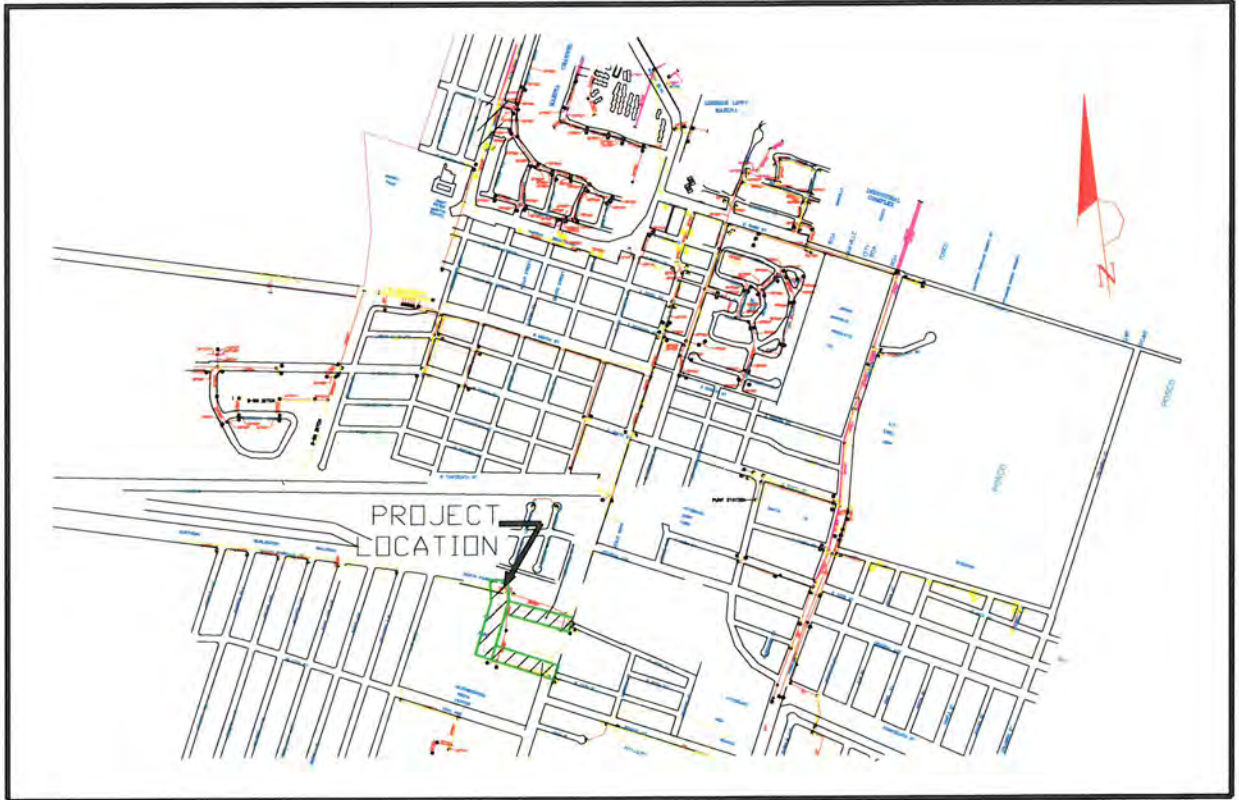
Estimated Project Cost:
\$55,000

Project Limits:
Watershed 5 from State Route 4 to Paige Ct.

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

Watershed 5 drains entirely residential developments north and south of State Route 4 via storm drains. This project will improve the 24" pipe in Watershed 5 from State Route 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.



SD-26: WATERSHED 6 (City Park Storm Drain)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

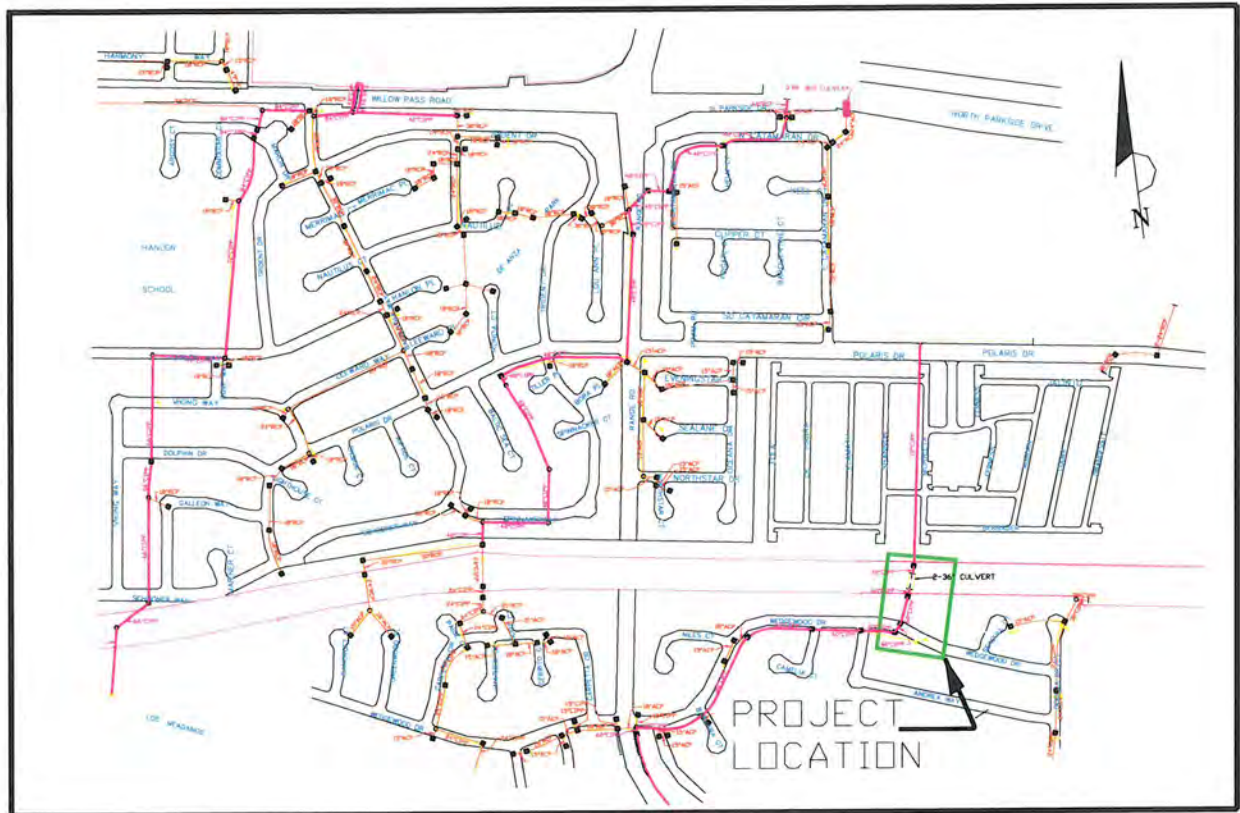
Estimated Project Cost:
\$600,000

Project Limits:
Watershed 6 in City Park

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

Watershed 6 encompasses downtown Pittsburg and includes two areas, downtown Pittsburg and just south of State Route 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.



SD-27: WATERSHED 6 (State Route 4 to Andrea Way)

Project No.
TBD

Status:
Awaiting funding

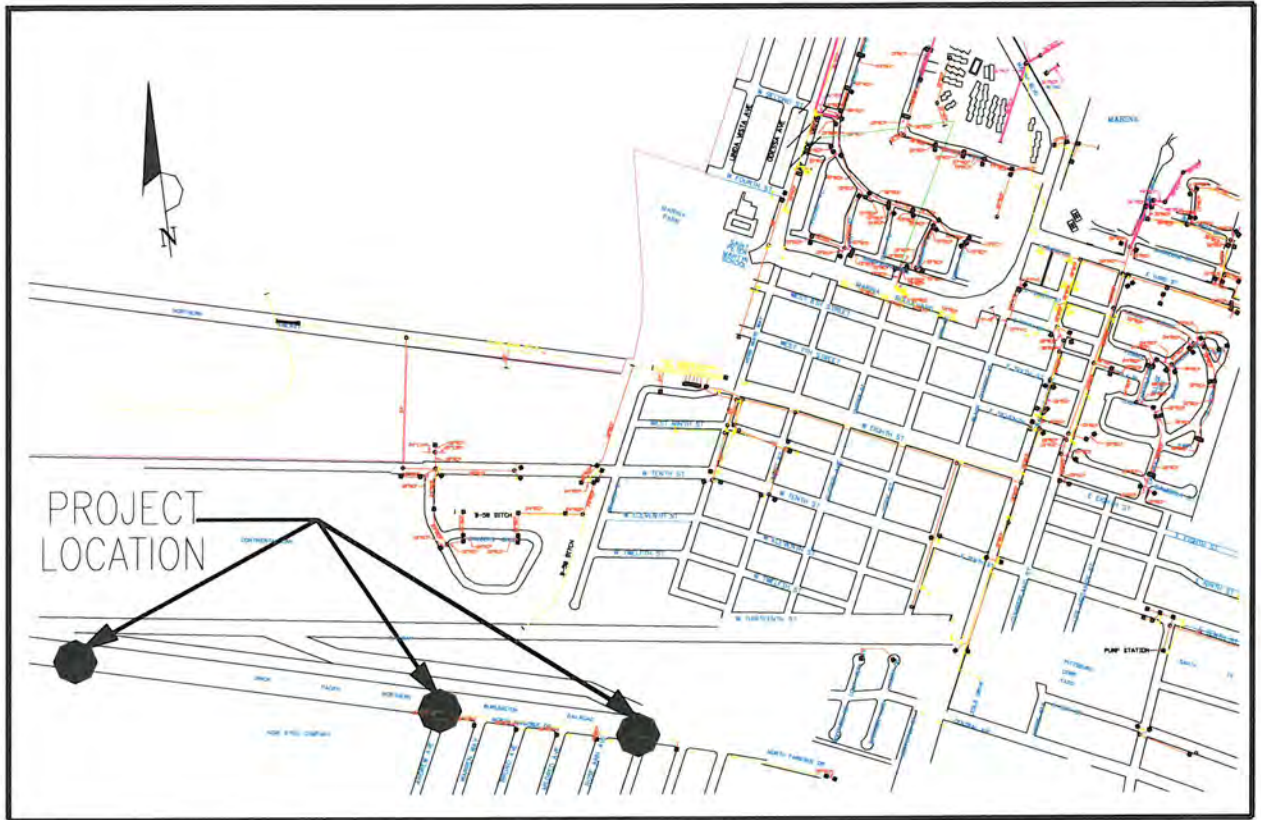
Estimated Project Cost:
\$90,000

Project Limits:
State Route 4 to Andrea Way

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

Watershed 6 encompasses downtown Pittsburg and includes two areas, downtown Pittsburg and just south of State Route 4. This project will improve undersized pipes and channels in Watershed 6 from State Route 4 to Andrea Way. These improvements were identified in the July 1999, *Stormwater Management Plan* as conduit 6361. This project includes 271' of pipe improvements.



SD-28: WATERSHED 6 (Parkside Drive Storm Drain)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

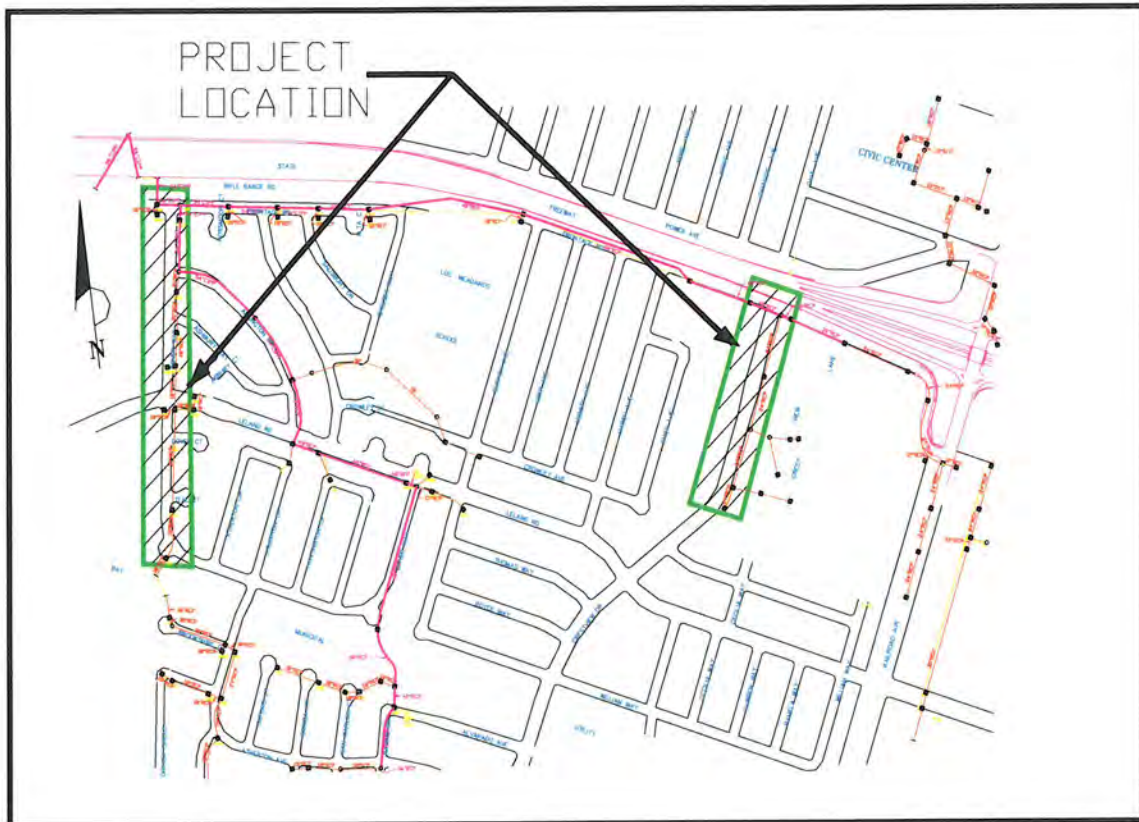
Estimated Project Cost:
\$85,000

Project Limits:
Watershed 6 from North Parkside Drive to
Rose Ann Ave and east of Cannery Ave.

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

Watershed 6 encompasses downtown Pittsburg and includes two areas, downtown Pittsburg and just south of State Route 4. This project will improve undersized pipes in Watershed 6 along North Parkside Drive. These improvements were identified in the July 1999, *Stormwater Management Plan* as conduits 6341, 6405, 6421, and 6451. This project includes 180' of pipe improvements and 70' of channel improvements.



SD-29: WATERSHED 6 (Dover Way Storm Drain)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

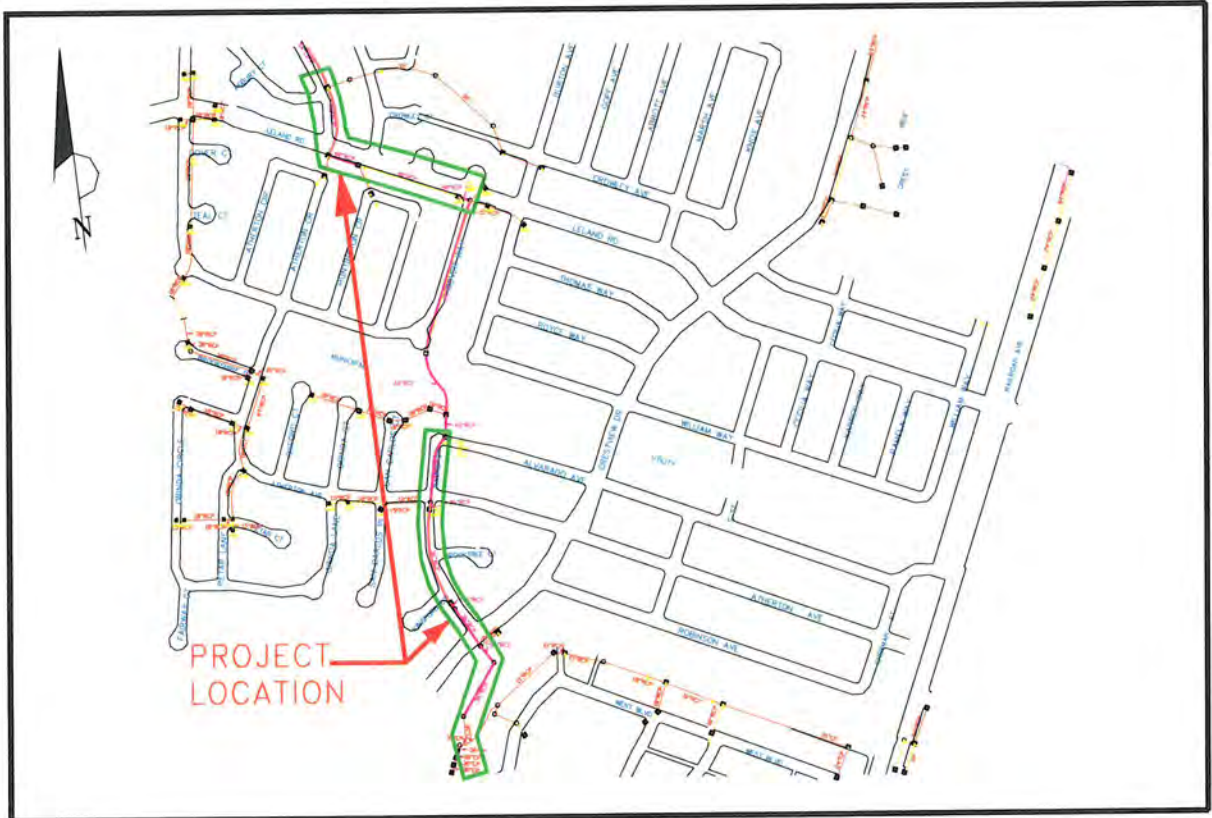
Estimated Project Cost:
\$980,000

Project Limits:
Watershed 6 Dover Way

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

Watershed 6 encompasses areas in downtown Pittsburg and just south of State Route 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.



SD-30: WATERSHED 6 (West Leland Road/Arlington Drive to Kingston Place/Crestview Drive)

Project No.
TBD

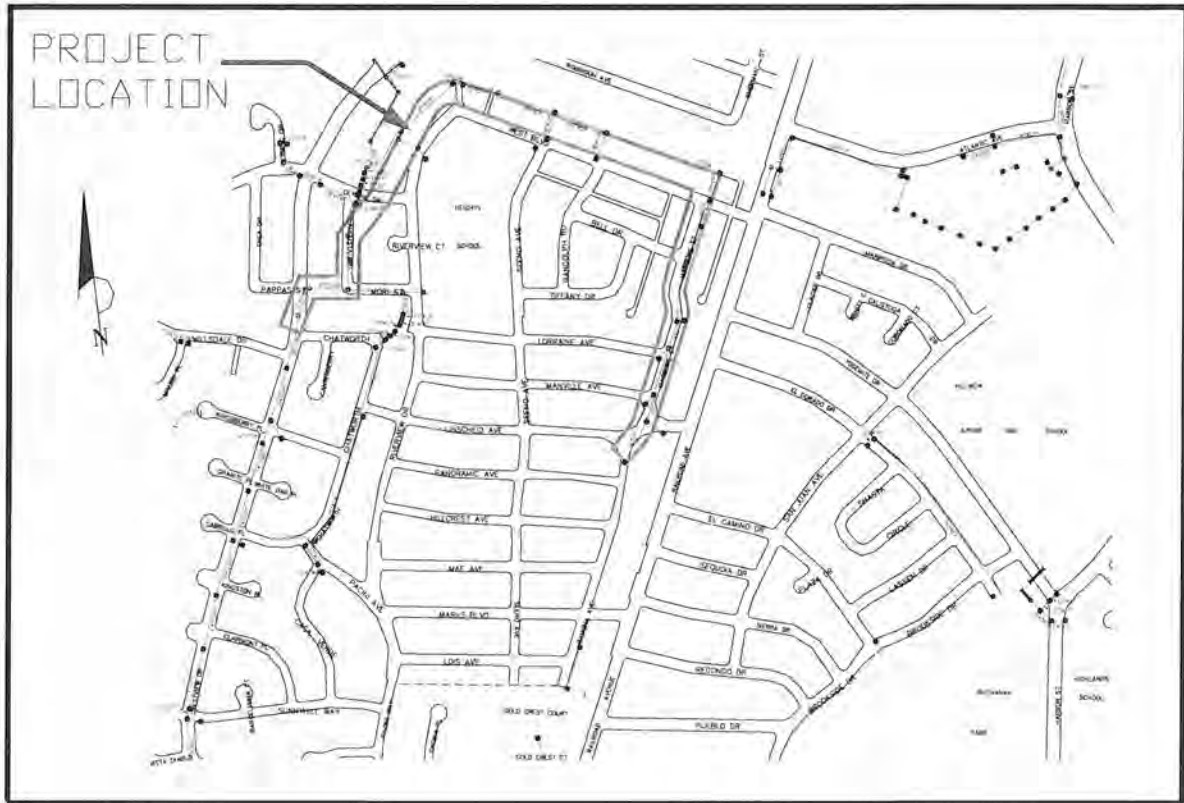
Status:
Awaiting funding/Evaluating needs.

Estimated Project Cost:
\$1,250,000

Project Limits:
Watershed 6 West Leland Road/Arlington Drive to Kingston Place/Crestview Drive

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:
Watershed 6 encompasses downtown Pittsburgh and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 Arlington Drive to Kingston Place. These improvements were identified in the July 1999, *Stormwater Management Plan* as conduits 6541, 6545, 6547, 6548, 6549, and 6551. This project includes 4,023' of pipe improvements.



SD-31: WATERSHED 6 (Contra Costa Canal/Crestview Drive to Ramona Drive/Linscheid Drive)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs

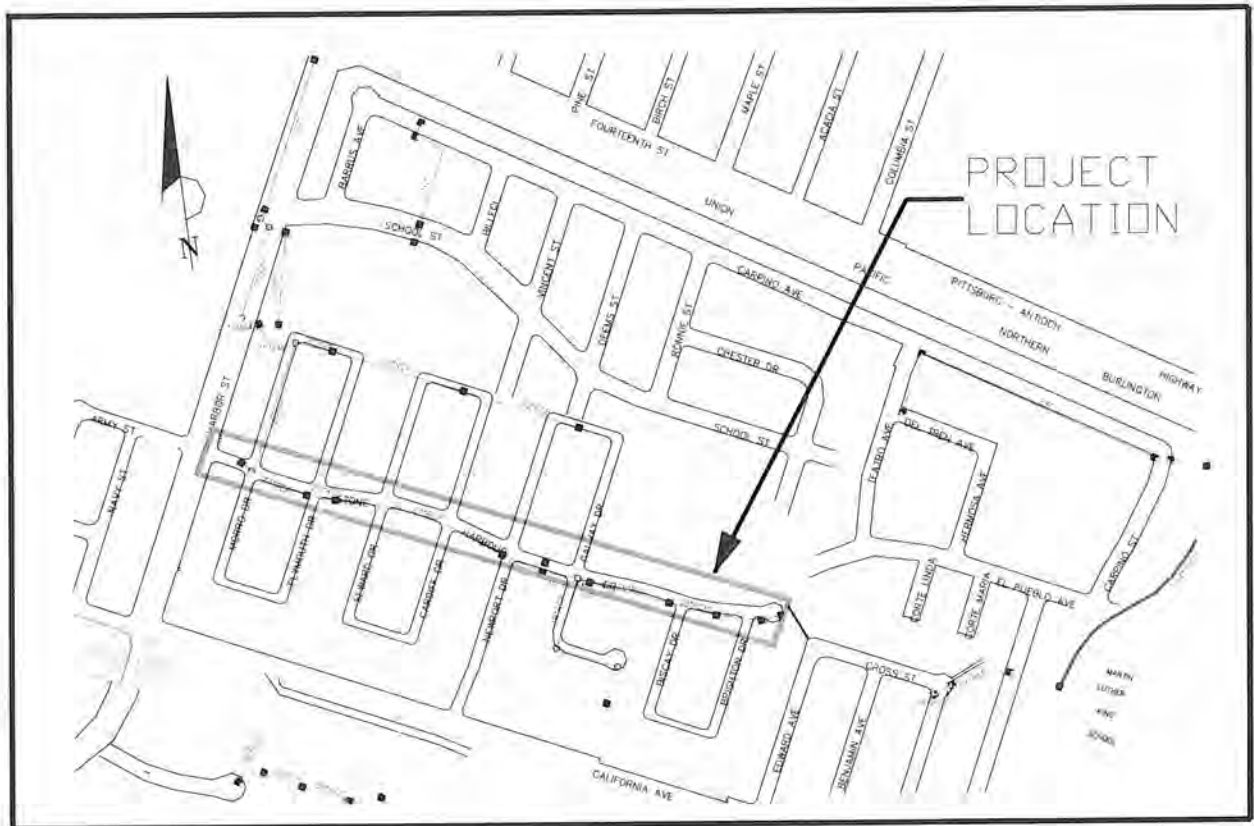
Estimated Project Cost:
\$1,285,000

Project Limits:
Alturas Avenue to Linscheid Drive

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

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.



SD-33: WATERSHED 6 (Stone Harbour Drive/Morro Drive to Brighton Drive)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

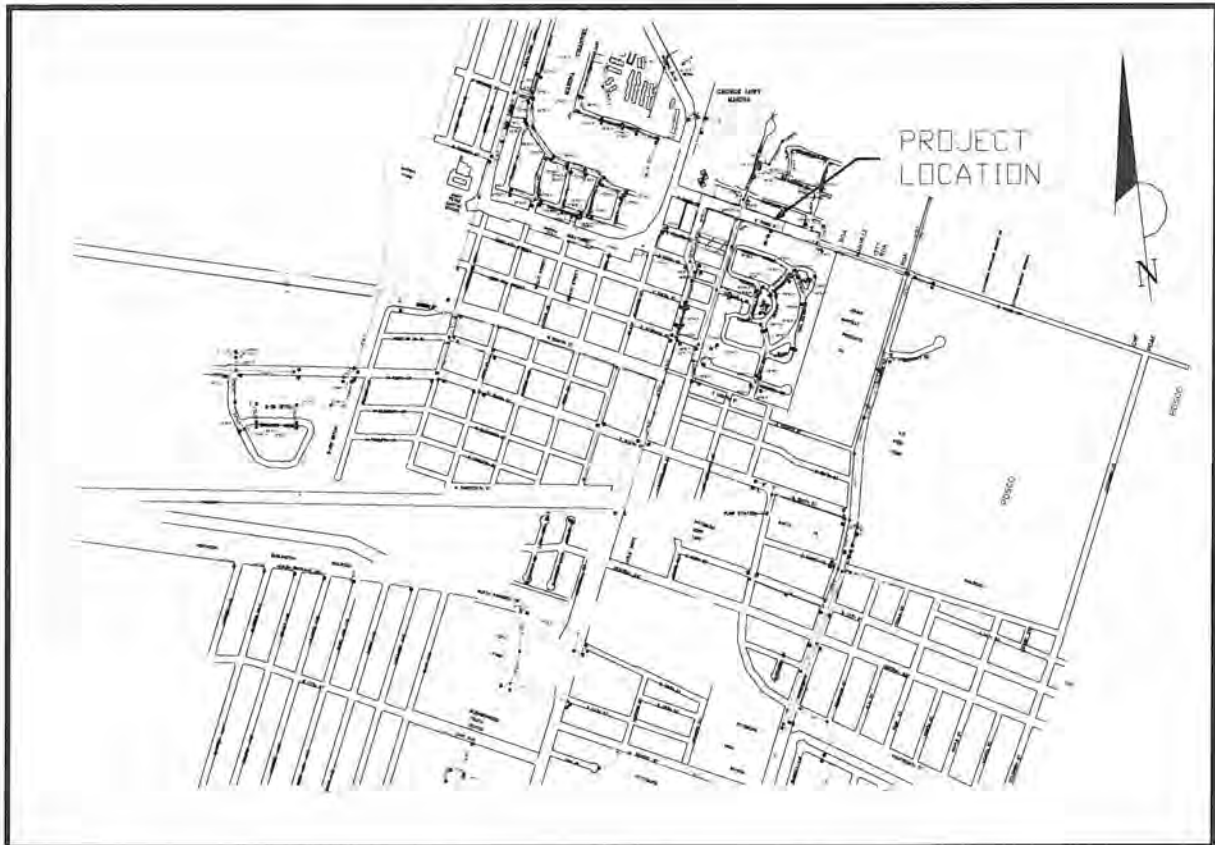
Estimated Project Cost:
\$440,000

Project Limits:
Watershed 6 on Stone Harbour Drive from Morro Drive to Brighton Drive

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

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.



SD-34: WATERSHED 6 (East Third Street from Railroad Avenue Cumberland Street and Railroad Ave from 7th Street to 3rd Street)

Project No.
TBD

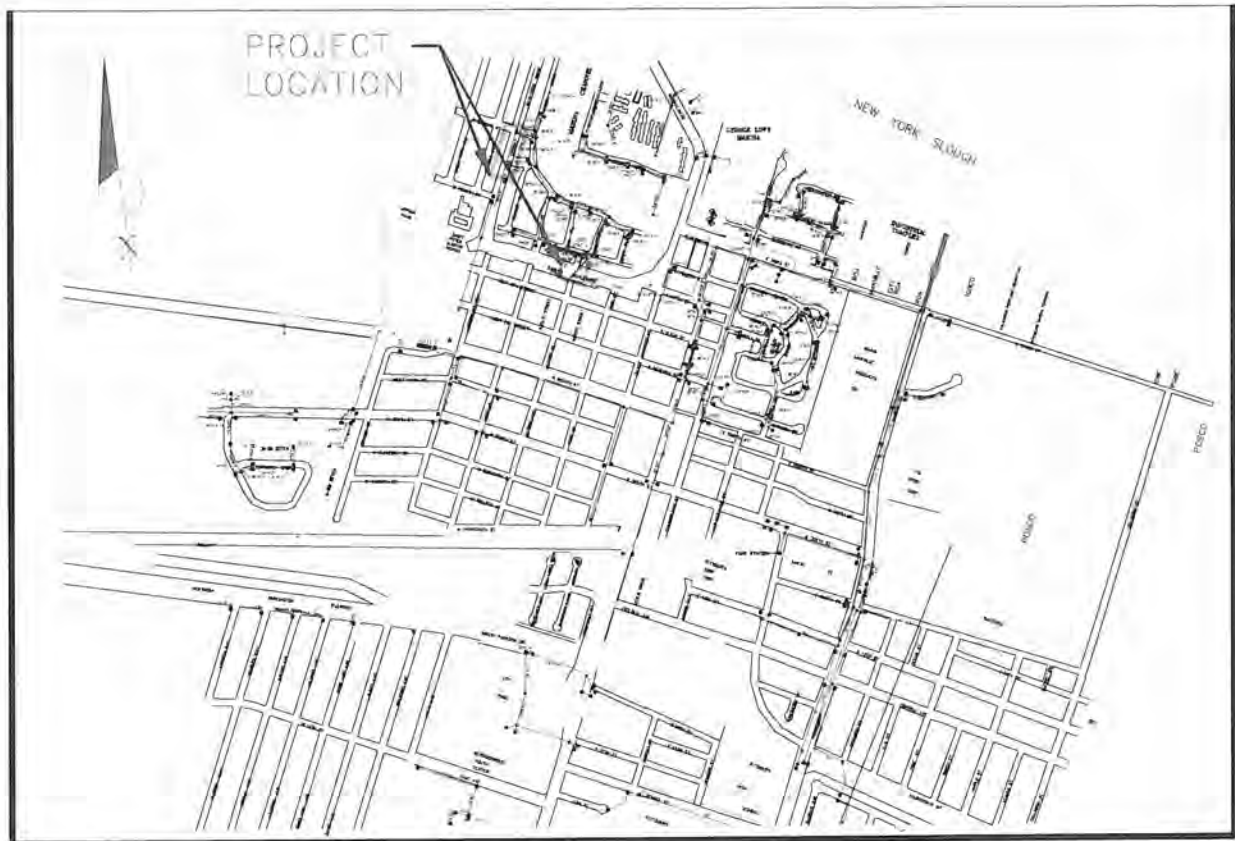
Status:
Awaiting funding/Evaluating needs.

Estimated Project Cost:
\$510,000

Project Limits:
Watershed 6 Downtown Area

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:
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 improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6109, 6111, 6113, and 6115. This project includes 2,061' of pipe improvements.



SD-35: WATERSHED 6 (Marina Blvd and Bayside Drive)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

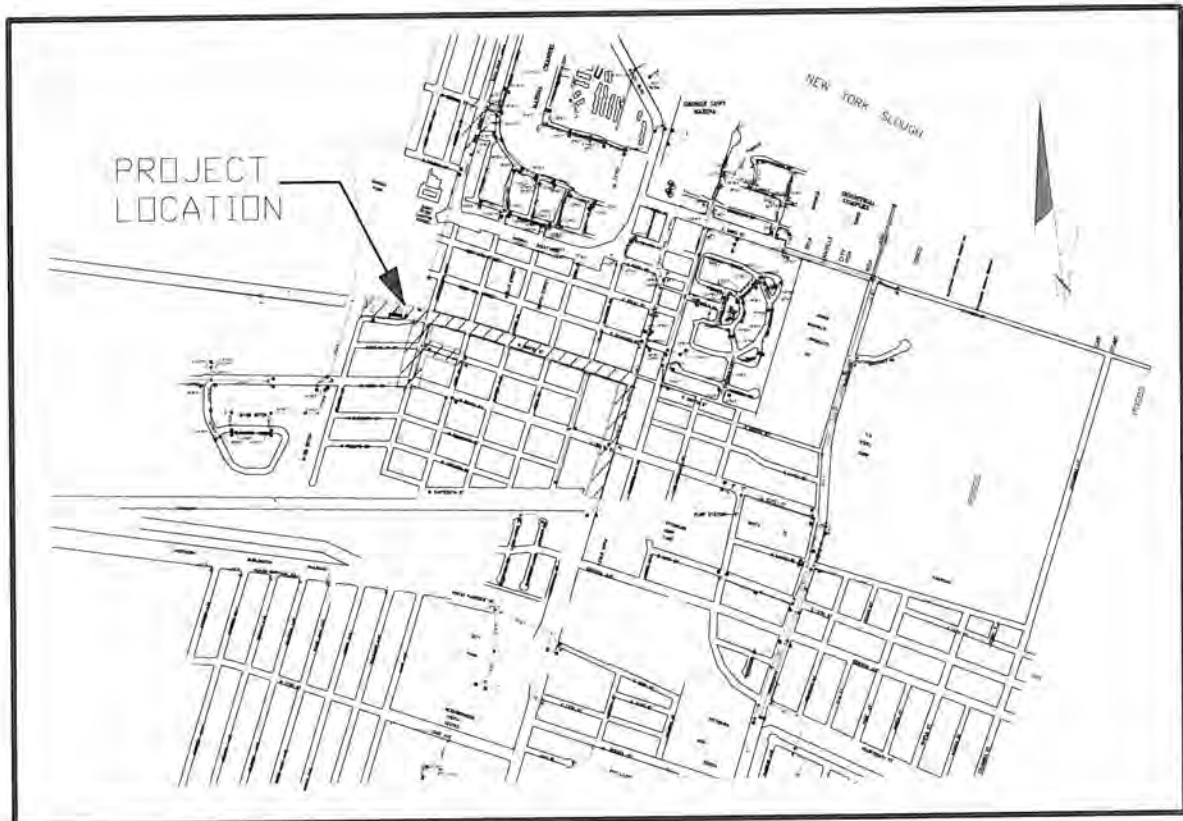
Estimated Project Cost:
\$150,000

Project Limits:
Watershed 6 on Marina Blvd and Bayside Drive

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

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.



SD-36: WATERSHED 6 (8th Street/Railroad Avenue to 8th Street Outfall at Montezuma Slough)

Project No.
TBD

Status:
Awaiting funding/Evaluating needs.

Estimated Project Cost:
\$1,000,000

Project Limits:
Watershed 6 Eight Street from Herb White Way/Montezuma to Railroad Avenue

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: None

Project Description:

Watershed 6 encompasses downtown Pittsburg and includes two areas, downtown Pittsburg and just south of State Route 4. 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.

PROJECT SITE



SD-37: MONTEZUMA PUMP STATION REPLACEMENT PROJECT

Project No.
TBD

Status:
Design & Permitting

Estimated Project Cost:
\$425,000

Project Limits:
North of Willow Pass Road West of BNSF

Funding Sources

Eligible Funding Sources: SOF, KCDF
Identified Funding: none \$125,000 SOF, \$300,000 KCDF

Project Description:

This project will replace the Montezuma Pump Station.



SD-39 RAILROAD AND CIVIC AVENUE BIORETENTION

Project No.
TBD

Status:
Being Studied

Estimated Project Cost:
\$520,000

Project Limits:
Civic Avenue from Center Drive to Railroad Avenue

Funding Sources

Eligible Funding Sources: Proposition 1 grants
Identified Funding: none

Project Description:

Construct vegetated bioretention / swales alongside the northern portion of Civic Avenue at City Park and along Railroad Avenue to receive and treat surface stormwater runoff for treatment.



SD-40 ENVIRONMENTAL CENTER PARKING AREA IMPROVEMENTS

Project No.
TBD

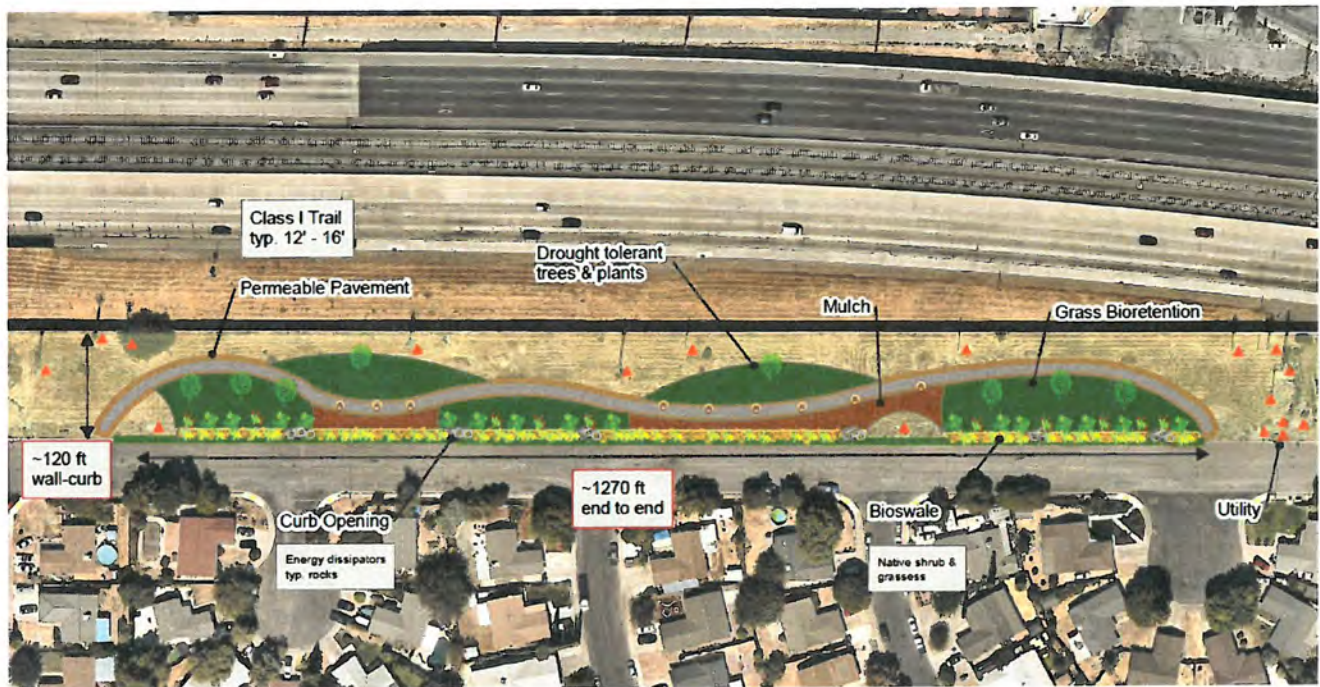
Status:
Being evaluated

Estimated Project Cost:
\$780,000

Project Limits:
Environmental Center

Funding Sources
Eligible Funding Sources: Proposition 1 Grant Funds
Identified Funding: none

Project Description:
This project will construct improvements to divert surface stormwater runoff to vegetated bioretention areas.



SD-41 FRONTAGE ROAD GREEN PATH

Project No.
TBD

Status:
Being Evaluated

Estimated Project Cost:
\$1,300,000

Project Limits:
Frontage Road East of Dover Way

Funding Sources
Eligible Funding Sources: Proposition 1 Grant
Funds
Identified Funding: none

Project Description:

Construction of a Class I trail on Frontage Road from Dover Way to the end of the existing pedestrian trail at Chelsea Way. The project will install pathway swales and bioretention features.



SD-42 MARINA PARKING LOT MODIFICATIONS

Project No.
TBD

Status:
Being Studied

Estimated Project Cost:
\$650,000

Project Limits:
Parking lot at Marina

Funding Sources
Eligible Funding Sources: Proposition 1 Grants
Identified Funding: none

Project Description:
Construct improvements to parking lot landscaped areas to receive surface stormwater runoff for treatment.



SD-43 CITY PARKING LOT RETROFIT AT PITTSBURG ANTIOCH HIGHWAY

Project No.
TBD

Status:
Being Evaluated

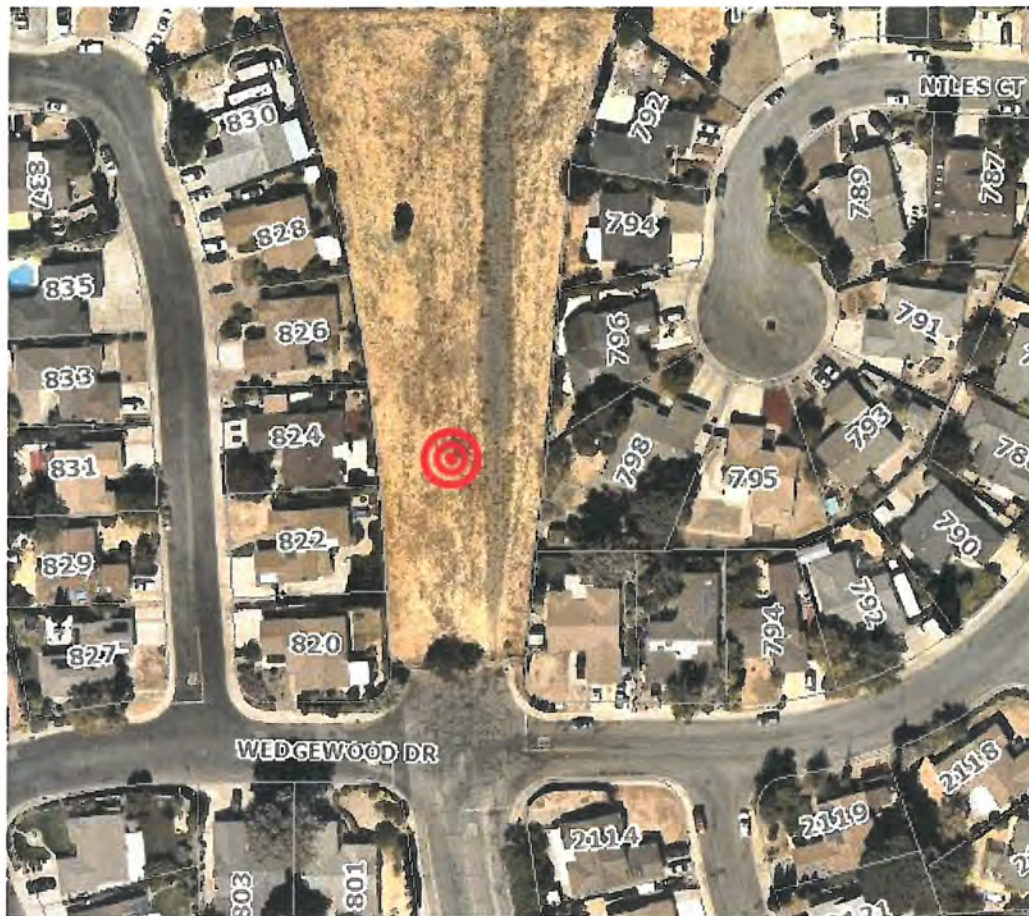
Estimated Project Cost:
\$780,000

Project Limits:
Northeastern corner of Harbor Street and
Pittsburg Antioch Highway

Funding Sources
Eligible Funding Sources: Proposition 1 Grant
Funds
Identified Funding: none

Project Description:

This project will retrofit the existing surrounding landscaped areas within the existing parking lot, and divert surface stormwater runoff into bioretention or vegetated areas.



SD-45: RANGE ROAD BIORETENTION

Project No.
TBD

Status:
Being evaluated

Estimated Project Cost:
\$910,000

Project Limits:
End of Range Road, south of State Route 4

Funding Sources

Eligible Funding Sources: Proposition 1
Stormwater Grants
Identified Funding: none

Project Description:

Construct roadway bioretention improvements at the end of Range Road to receive roadway stormwater runoff for treatment, and neighborhood greenway feature.



SD-46 RIVERVIEW PARK GREEN INFRASTRUCTURE IMPROVEMENTS

Project No.
TBD

Status:
Being Evaluated

Estimated Project Cost:
\$780,000

Project Limits:
Riverview Park

Funding Sources
Eligible Funding Sources: Proposition 1 Grant
Funding
Identified Funding: none

Project Description:
The project will incorporate vegetated swales and bioretention areas to receive surface stormwater runoff from adjacent roadway and parking areas.



SD-47 AMERICANA PARK DETENTION BASIN AND DRAINAGE RETROFITS

Project No.
TBD

Status:
Preliminary Design

Estimated Project Cost:
\$800,000

Project Limits:
Americana Park and North Parkside Drive

Funding Sources
Proposition 1 Implementation Grant, Developer Contribution

Project Description:

This project will retrofit the undersized detention basin at Americana Park, to create a bioretention basin to accommodate adjacent surface runoff flow and improving landscaped portion of the City's right of way along North Parkside Drive.



SD-48 WILLOW PASS ROAD ROADWAY BIORETENTION

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$550,000

Project Limits:
Willow Pass Road,

Funding Sources: Stormwater Grants
Identified Funding Sources: none

Project Description:

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.

BUILDING PROJECTS



B-2: CORPORATION YARD FUELING SYSTEM REPLACEMENT

Project No.
TBD

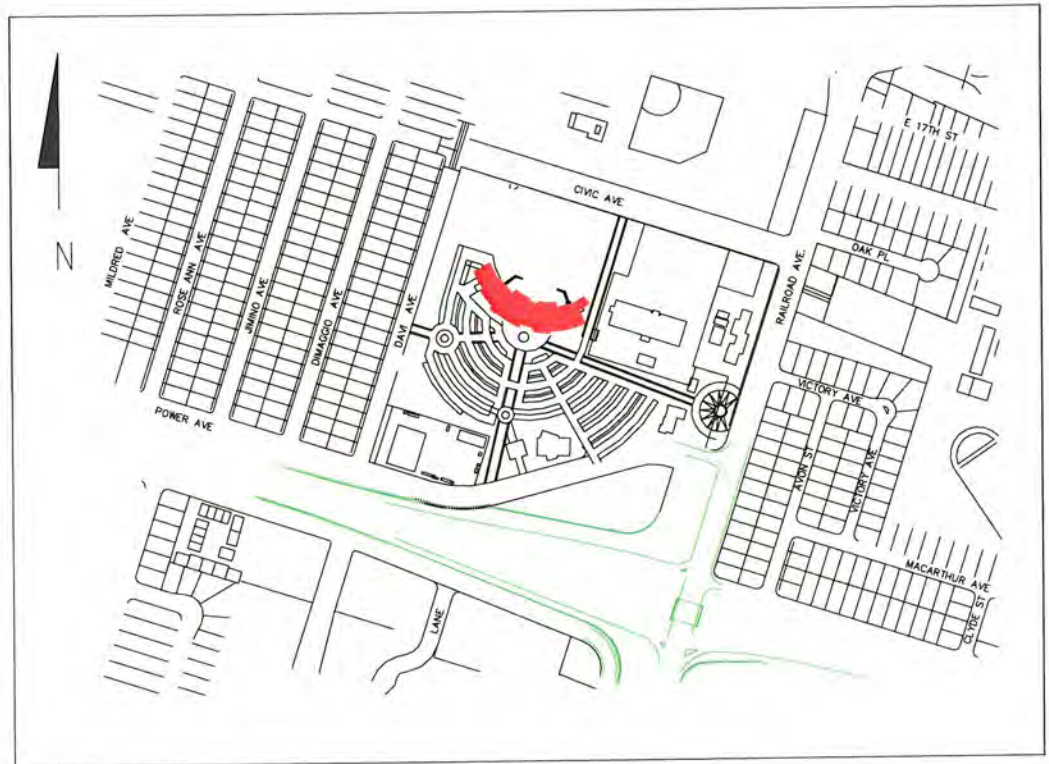
Status:
Funding for FY19/20

Estimated Project Cost:
\$400,000

Project Limits:
357 East 12th Street- Corporation Yard

Funding Sources
Eligible Funding Sources: State Grants, Dept
Budgets that use Vehicles and Equipment
Identified Funding: Building & Fleet Maintenance

Project Description:
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.



B-5: POLICE EVIDENCE & INTAKE ROOM IMPROVEMENT PROJECT

Project No.

TBD

Status:

Preliminary Design

Estimated Project Cost:

\$350,000

Project Limits:

Police Department, Pittsburg City Hall

Funding Sources

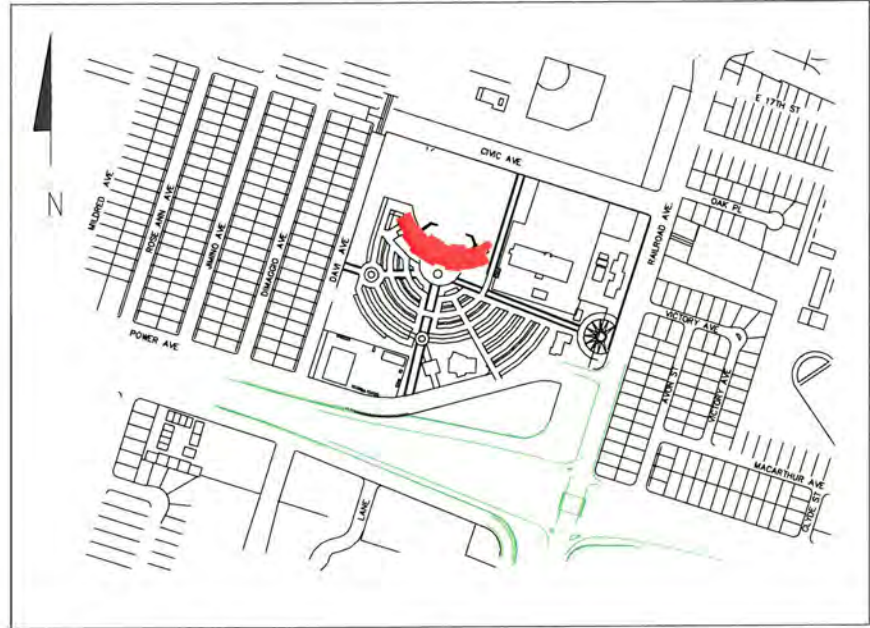
Eligible Funding Sources: General Fund, Grants

Identified Funding: \$100,000 Building

Maintenance Fund

Project Description:

Design, renovation of existing office and storage spaces, including installation of equipment and modifications to mechanical, plumbing and electrical systems to allow the more efficient use of space for evidence processing (intake room) and storage in compliance with applicable codes, regulations and best practices for law enforcement investigation and safety.



B-6: POLICE EVIDENCE STORAGE BUILDING

Project No.

TBD

Status:

Conceptual

Estimated Project Cost:

To Be Determined (TBD)

Project Limits:

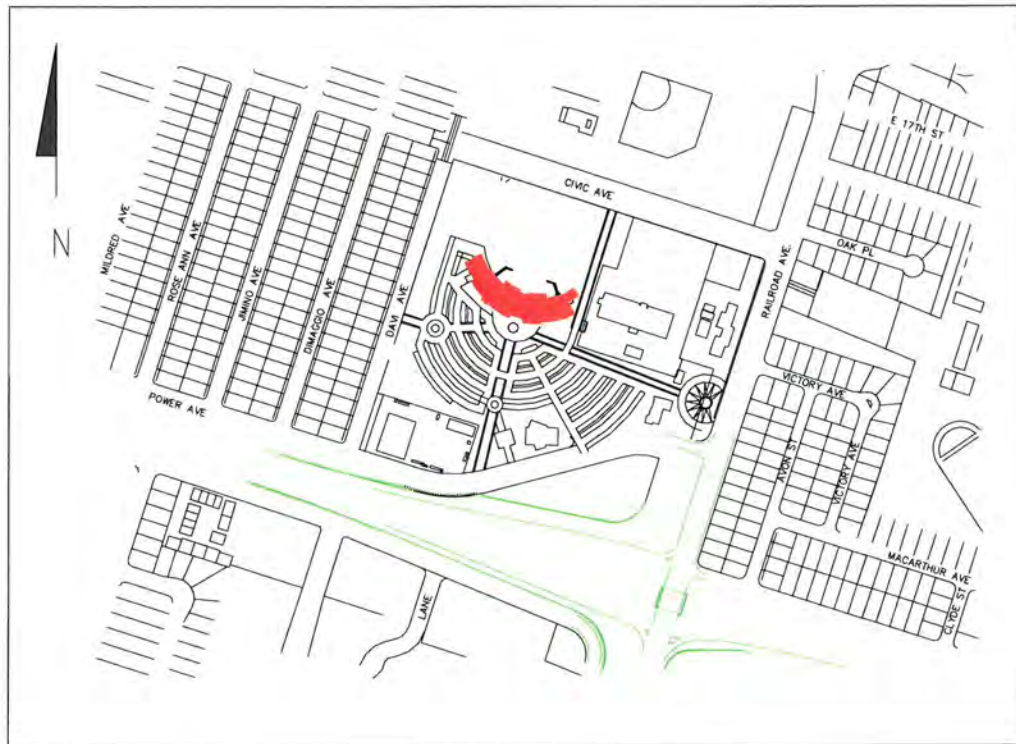
Vicinity of Pittsburg City Hall

Funding Sources

Eligible Funding Sources: General Fund, Grants
Identified Funding:

Project Description:

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.



B-7: CIVIC CENTER REPAIR

Project No.

Status:

2019/20 Allocation \$40,000

Estimated Project Cost:
\$120,000

Project Limits:
Civic Center

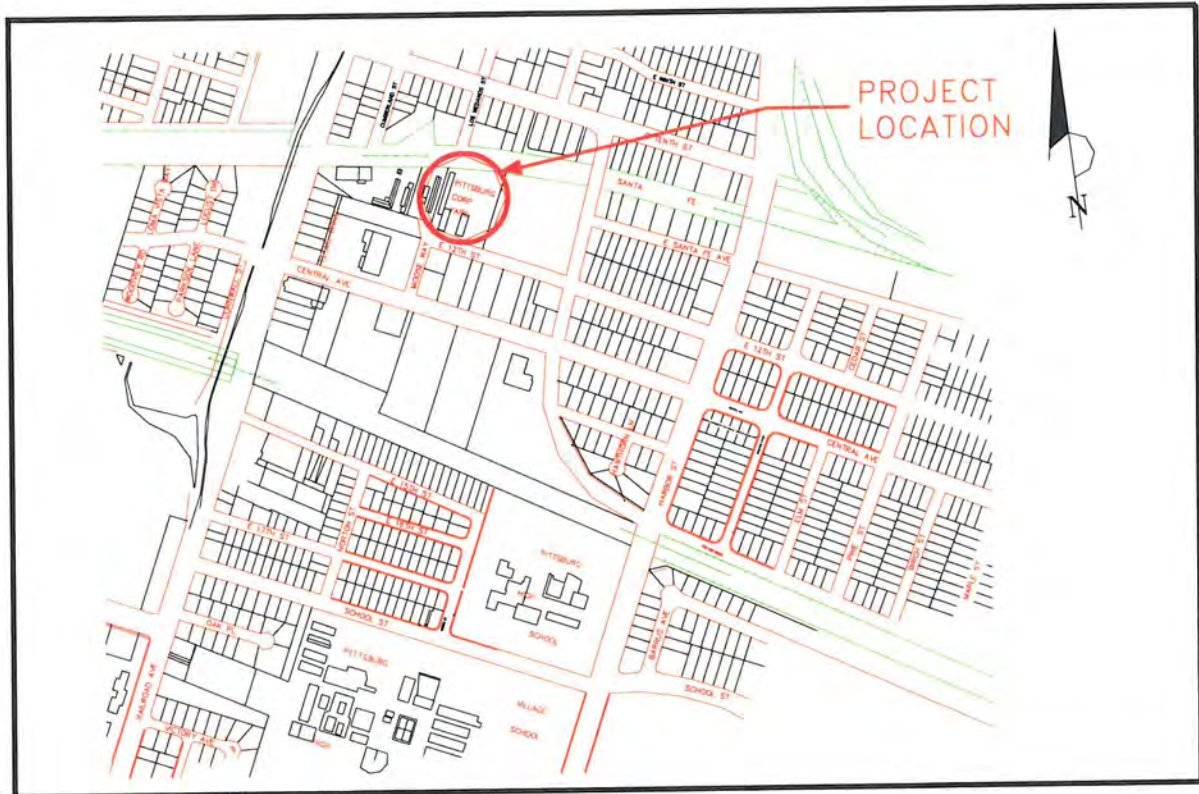
Funding Sources:

Eligible Funding Source: General Fund
Building Maintenance

Identified Funding Source: \$40,000 General
Fund Building Maintenance

Project Description:

This project will complete major repair projects for the Civic Center that come up including HVAC repair and carpet. These funds will be set aside until needed.



B-12: PURCHASE CORP YARD ANNEX (389 East Twelfth St.)

Project No.
To be determined

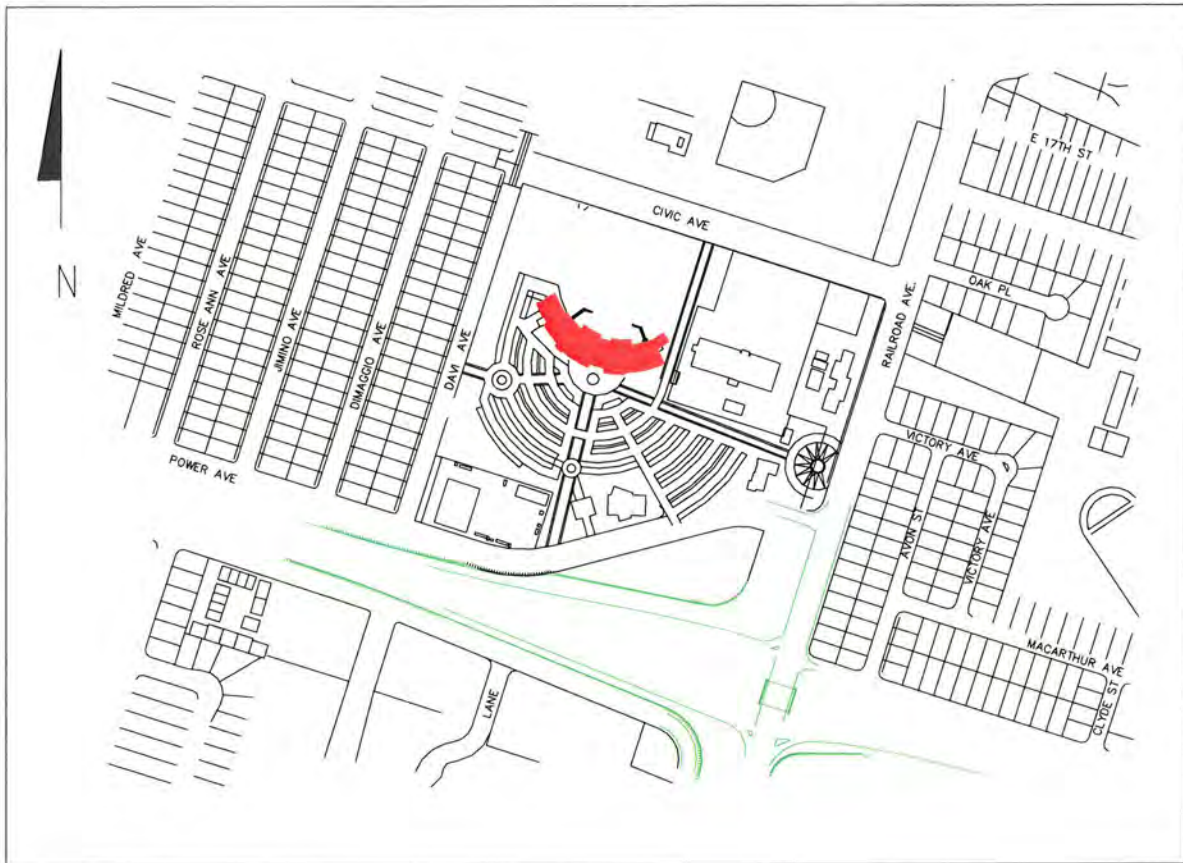
Status:
Awaiting funding.

Estimated Project Cost:
\$1,650,000

Project Limits:
City Corporation Yard at 357 East 12th Street

Funding Sources:
Eligible Funding Source: TBD
Identified Funding Source: Not funded

Project Description:
This project will involve expansion and an addition of a warehouse at the City's existing maintenance yard.



B-52: CIVIC CENTER PARKING STRUCTURE & COURT PARKING

Project No.

To be determined

Status:

Awaiting funding.

Estimated Project Cost:

\$5,000,000

Project Limits:

To Be Determined

Funding Sources:

Eligible Funding Source: To Be Determined

Identified Funding Source: None

Project Description:

This project will construct a parking structure near City Hall and the Courthouse for use by both facilities.



B-53 DOWNTOWN SURFACE PARKING LOT

Project No.

To be determined

Status:

Awaiting funding

Estimated Project Cost:

\$1,500,000

Project Limits:

Fifth Street, Cumberland to Railroad Avenue

Funding Sources:

Eligible Funding Source: TBD

Identified Funding Source: None

Project Description:

This project will construct a new parking lot at East 5th Street to increase available parking for the downtown area.



B-55 CIVIC CENTER/SENIOR CENTER EOC UPGRADES

Project No.
TBD

Status:
2019/20 Allocation \$80,000

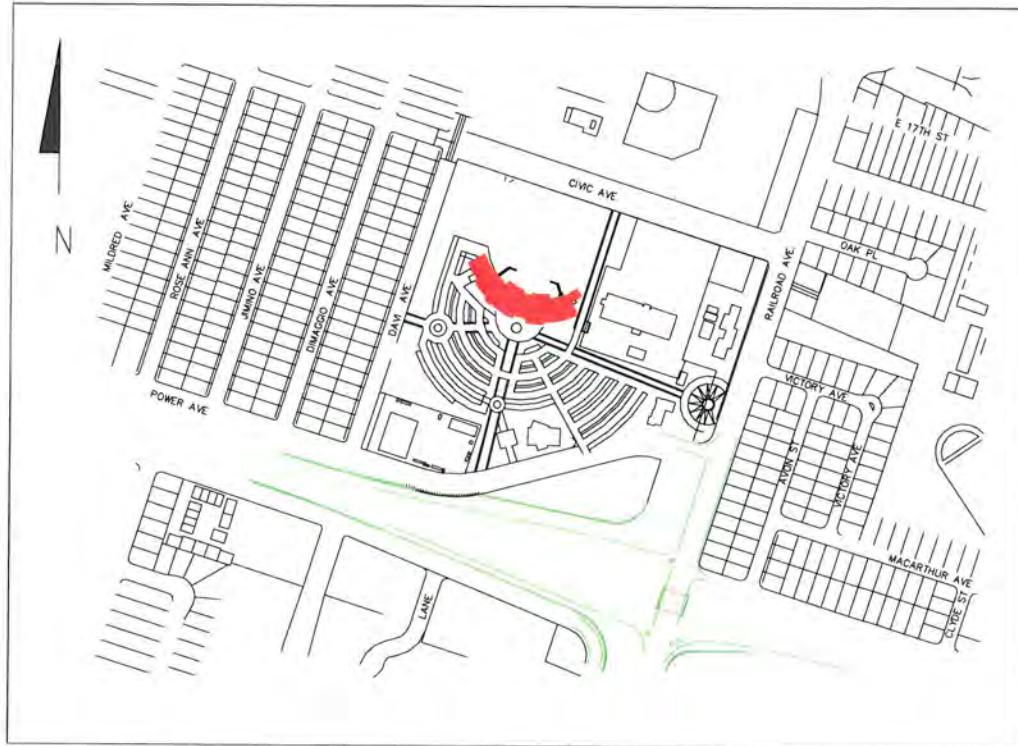
Estimated Project Cost:
\$80,000

Project Limits:
Civic Center & Senior Center

Funding Sources:
Eligible Funding Source: General Fund
Identified Funding Source: \$80,000 GF

Project Description:

This project will complete required upgrades needed for the City's Emergency Operations Center at both the Civic Center and the Senior Center.



B-56: POLICE DEPARTMENT WOMEN'S LOCKER ROOM EXPANSION

Project No.

Status:

2019/20 Allocation \$50,000

Estimated Project Cost:

TBD

Project Limits:

City Hall-PD Women's Locker Room

Funding Sources:

Eligible Funding Source: General Fund

Building Maintenance

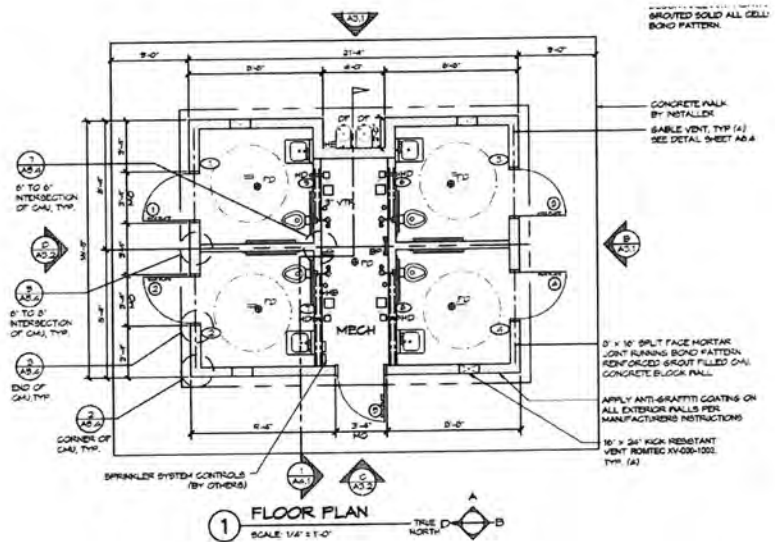
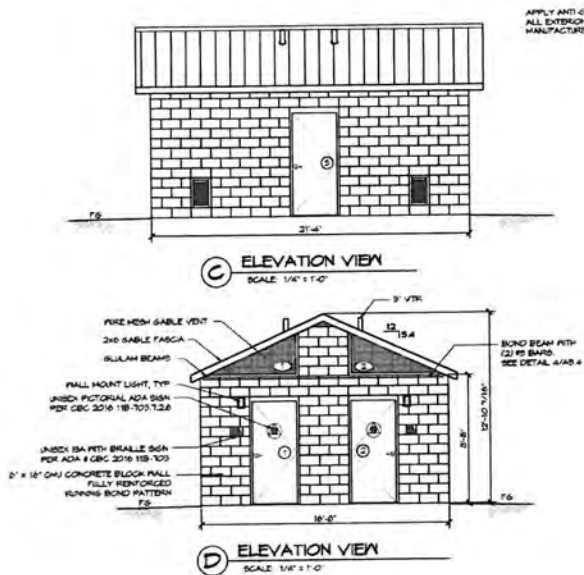
Identified Funding Source: \$50,000 General

Fund Building Maintenance

Project Description:

This project will expand the women's locker room at City Hall. Current funds allocated will begin design of this project.

PARK PROJECTS



PK - 1: CENTRAL HARBOR PARK RESTROOMS

Project No.
TBD

Status:
Awaiting Funding

Estimated Project Cost:
\$482,000

Project Limits:
Central Harbor Park

Funding Sources:
Eligible Funding Source: Marina Enterprise Fund
Potential Funding Source: \$392,000 Department of Boating and Waterways Boating Facilities Grant (applied January, 2017)
Identified Funding Source: TBD

Project Description:

This project will demolish and reconstruct ADA accessible restroom facilities at Central Harbor Park. This work will replace two other dilapidated restrooms in order to support the proposed community center on the berm.



PK-2: OLD GROWTH TREE CARE

Project No.
TBD

Status:
None

Estimated Project Cost:
\$100,000

Project Limits:

- Buchanan Park
- Railroad Avenue between Alvarado and State Route 4
- City Park

Funding Sources
Eligible Funding Sources:

Identified Funding: none

Project Description:

Funding is requested to prune old grown Eucalyptus trees. Existing stands of Eucalyptus are too tall for in-house staff and equipment to manage and their pruning needs have not been addressed in a timely manner. The lack of tree care is detrimental to the trees' health and aesthetic appearance.



PK-3: SMALL WORLD PARK IMPROVEMENTS

Project No.
TBD

Status:
2018/19 Allocation - \$20,000

Estimated Project Cost:
\$20,000

Project Limits:
Small World Park

Funding Sources:
Eligible Funding Sources: Park Dedication Funds (PDF)
Identified Funding: \$20,000 PDF

Project Description:

This project is for the rehabilitation of structures, features, and equipment at Small World Park. The most urgent need is for the structural rehabilitation of the Iron Horse Ride. Other needs will be prioritized by staff as funding allows.



PK-4: ANNUAL PLAYGROUND REPLACEMENT PROJECT

Project No.
TBD

Status:
Locations being prioritized by Public Works/
Recreation Staff 2019/20 Allocation \$80,000

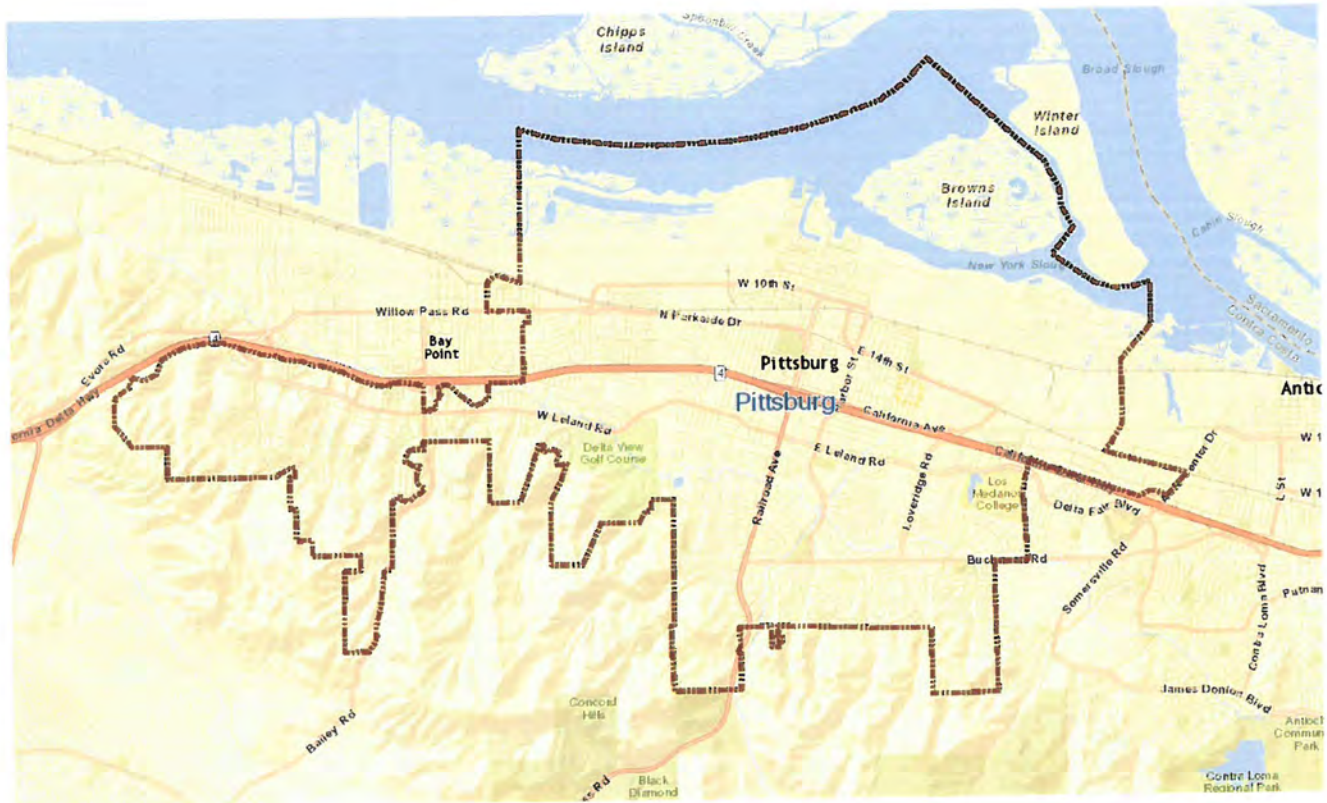
Estimated Project Cost:
\$80,000 Annually
\$400,000 thru term of 5-year
CIP

Project Limits:
Citywide Park System

Funding Sources:
Eligible Funding Source: Park Dedication Funds
(PDF), Grants
Identified Funding: \$160,000 PDF, \$320,000
Future PDF

Project Description:

Recurring annual project for replacement of playground equipment and related amenities at public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.



PK-5: CASP ACCESSIBILITY IMPROVEMENTS IN PARKS

Project No.
TBD

Status:
Awaiting Funds

Estimated Project Cost:
\$150,000

Project Limits:
Citywide

Operation and Maintenance

Funding Sources:
Park Dedication Fees (PDF)

Project Description:

Project 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.



PK-6: CITY PARK SOCCER FIELD TURF REPLACEMENT

Project No.
TBD

Status:

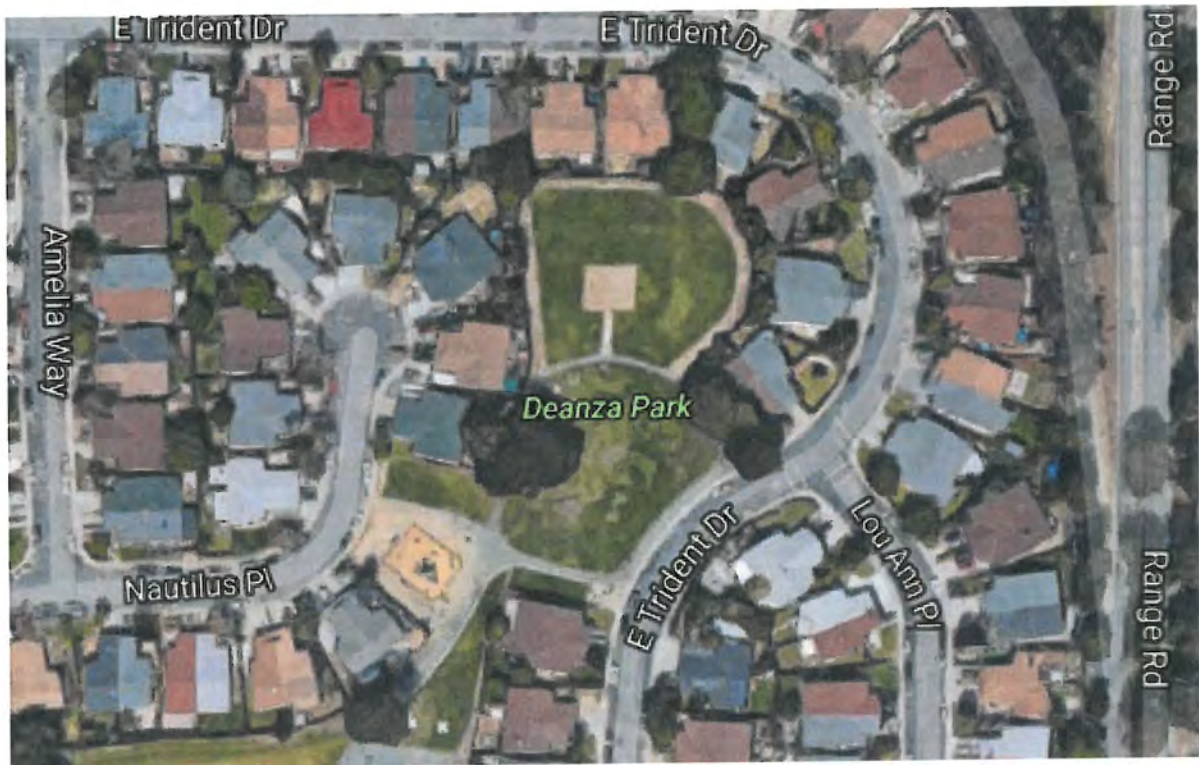
Estimated Project Cost:
\$250,000

Project Limits:
City Park

Funding Sources:
Eligible Funding Source: Park Dedication Funds (PDF), Grants
Identified Funding: \$250,000 PDF

Project Description:

Replacement of all, or portions, of the all-weather turf soccer field at City Park.



PK-7: DE ANZA PARK WALKWAY REHABILITATION AND BASKETBALL COURT

Project No.
TBD

Status:
Unfunded

Estimated Project Cost:
\$500,000

Project Limits:
De Anza Park

Funding Sources:
Grants & Park Dedication Fees (PDF)

Project Description:

Project to rehabilitate/repair/ reconstruct deteriorated walkways and for design and construction of basketball court at De Anza Park. Install bioretention treatment areas to treat surface stormwater runoff.



PK-8: BIENNIAL PLAYFIELD REPLACEMENT

Project No.

TBD

Status:

2019/20 Allocation \$250,000

Estimated Project Cost:

\$250,000 biennial
(\$500,000 thru term of 5-year
CIP)

Project Limits:

City Wide

Funding Sources:

Eligible Funding Source: Grants & Park Dedication
Fees (PDF)

Identified Funding Source: \$250,000 PDF,
\$250,000 Future PDF

Project Description:

Recurring \$250,000 biennial project for public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.



PK-9: ANNUAL PARK FEATURES REPLACEMENT PROJECT

Project No.
TBD

Status:
Locations being prioritized by Public Works/
Recreation Staff

Estimated Project Cost:
\$450,000

Project Limits:
Citywide Parks

Funding Sources:
Eligible Funding Source: Park Dedication Funds
(PDF), Grants
Identified Funding: \$150,000 PDF, \$300,000
Future PDF

Project Description:

Recurring annual project for the replacement of features and amenities such as drinking fountains, picnic tables, benches, lighting, pavement, and ADA accessibility at public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.



PK-10: BIENNIAL RESTROOM REPLACEMENT/REHABILITATION

Project No.
TBD

Status:
Locations being prioritized by Public Works
Recreation Staff

Estimated Project Cost:
\$250,000 biennial
\$500,000 thru term of 5-year
CIP

Project Limits:
Citywide Parks

Funding Sources:
Eligible Funding Source: Park Dedication Funds
(PDF), Grants

Identified Funding: \$500,000 Future PDF

Project Description:

Recurring biennial project for replacement and rehabilitation of restrooms in public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.



PK-11: BUCHANAN SWIM CENTER IMPROVEMENTS/ SOLAR HEATING

Project No.

To be determined

Status:

Awaiting funding

Estimated Project Cost:

\$300,000

Project Limits:

Buchanan Swim Center

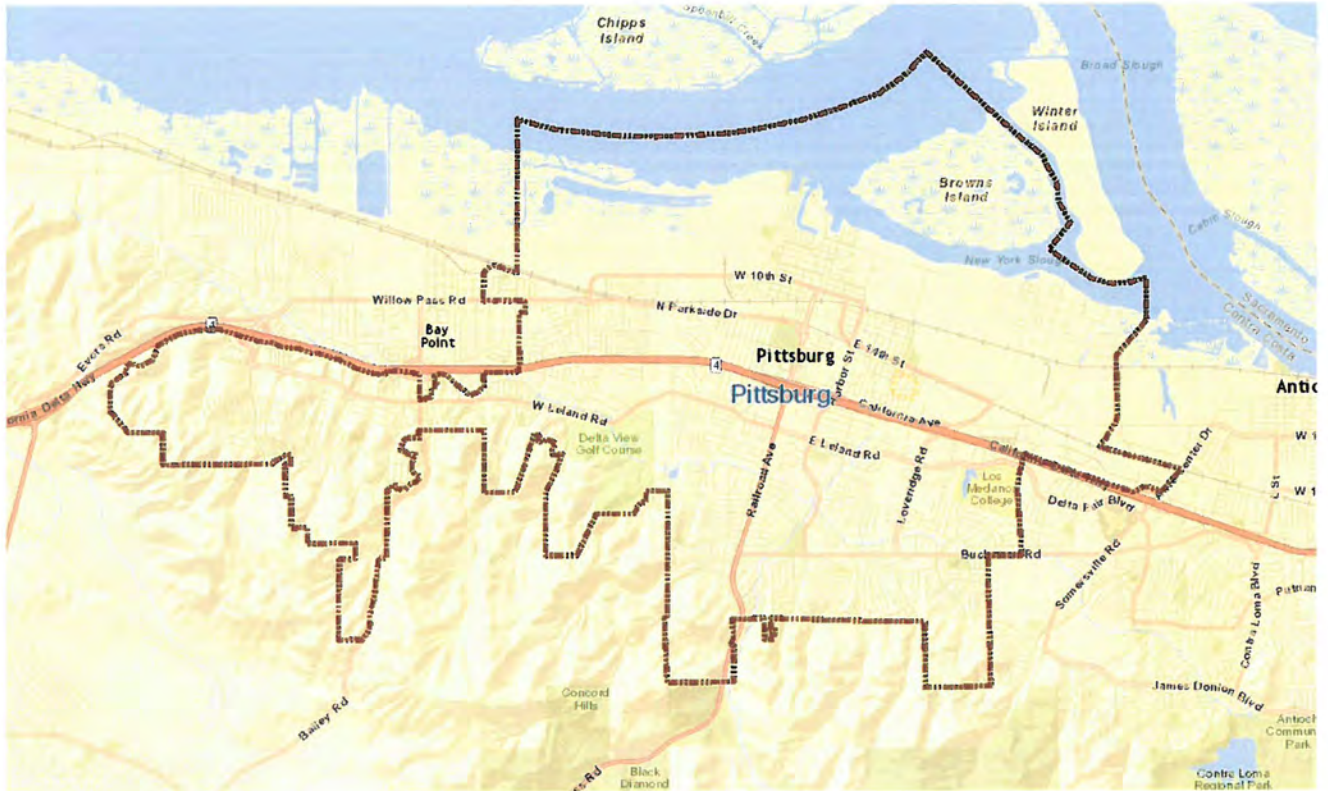
Funding Sources:

Eligible Funding Source: Park Dedication
Fee

Identified Funding Source: None.

Project Description:

This project will install a solar system to supplement heating and resurface the exterior pool decking.



PK-12: ALL ABILITIES PLAYGROUND

Project No.

Status:

Awaiting funding

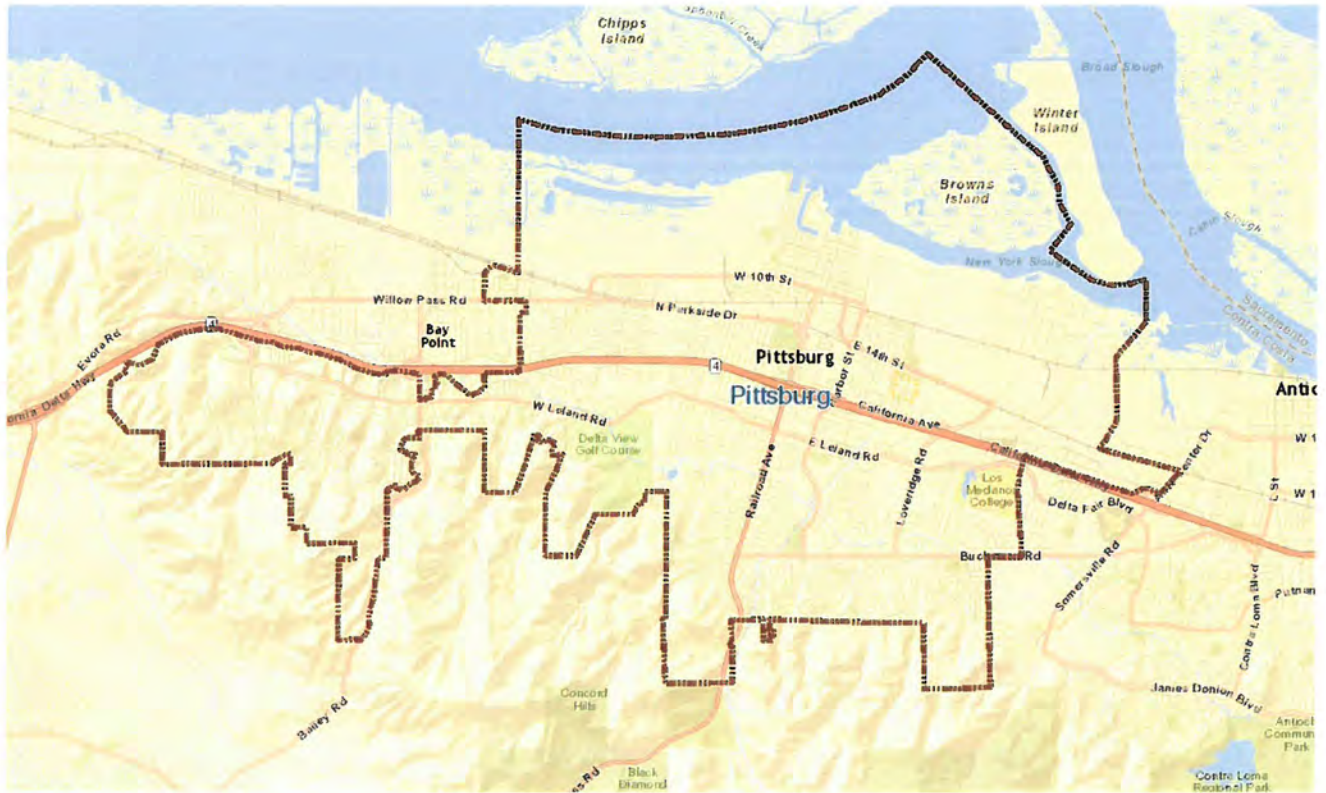
Estimated Project Cost:
\$2,000,000

Project Limits:
Park facilities Citywide

Funding Sources:
Grants & Park Dedication Fees (PDF)

Project Description:

Project to design and construct an All Abilities Playground within a city park with amenities accessible and appropriate for use by children of all abilities.



PK-13: PARK AND LANDSCAPING IMPROVEMENT PROJECT

Project No.
TBD

Status:
Projected Funding for FY 19/20

Estimated Project Cost:
\$200,000

Project Limits:
TBD

Operation and Maintenance

Funding Sources:
Eligible Funding Source: Grants & Park Dedication Fees (PDF)

Identified Funding Source: \$200,000 PDF

Project Description:

This project is for the replacement or removal of high maintenance amenities and landscaping at City maintained parks, medians, and landscaping features throughout the City. The intent of this project is to reduce or eliminate maintenance/staffing requirements by replacing or improving park and landscaping facilities with those that require less time to maintain resulting in an overall cost savings.



PK-14: SKATEBOARD PARK

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$480,000

Project Limits:
To Be Determined

Funding Sources:
Eligible Funding Source: Park Dedication Fee

Identified Funding Source: TBD

Project Description:

This project will provide for an approximate 10,000 square foot Skateboard Park. The park may include prefabricated jump ramps, bleachers, fencing, lighting, and drinking fountain. This project will be close to parking, restrooms and a bus stop.



PK-15: ANNUAL CITYWIDE PARK SIGN REPLACEMENT PROJECT

Project No.
TBD

Status:
2019/20 Allocation \$50,000

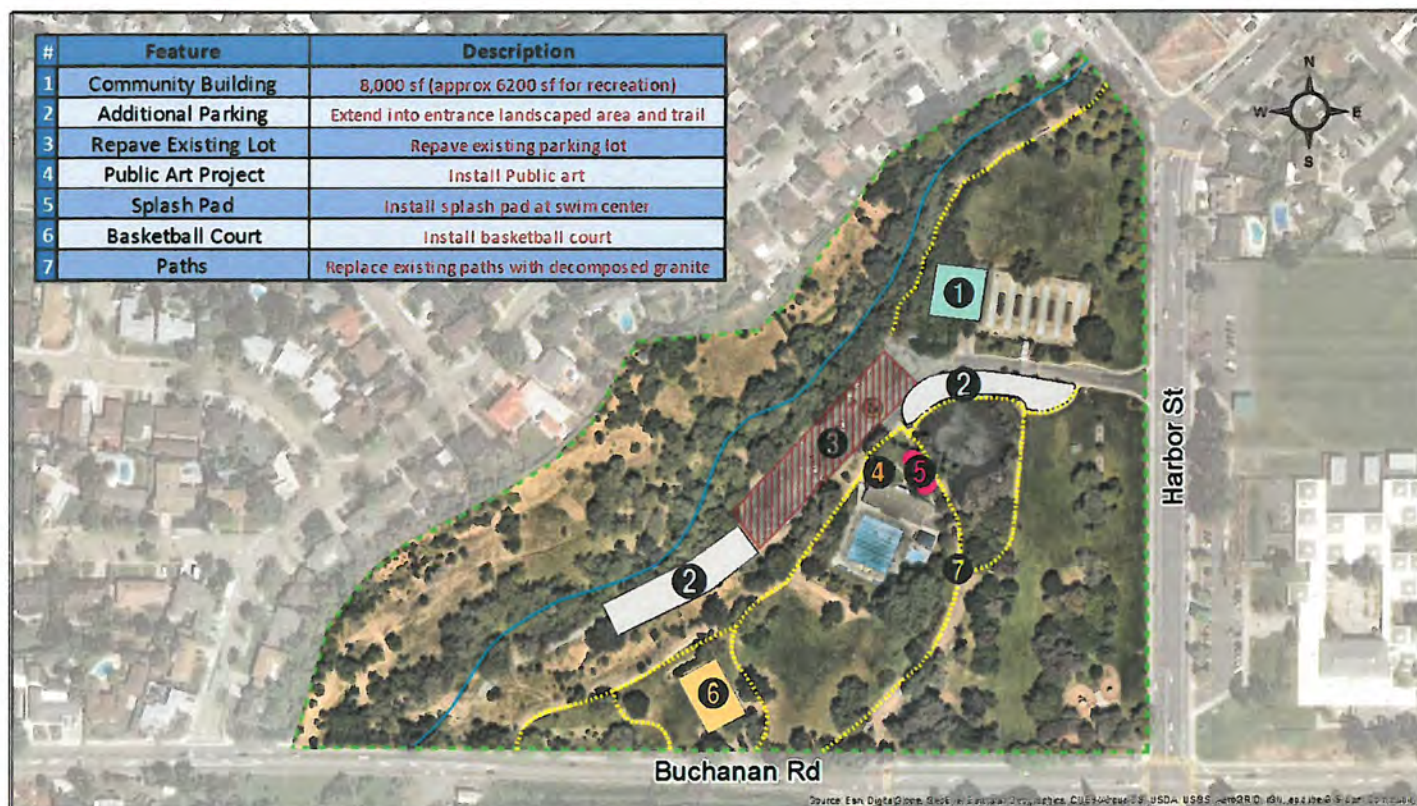
Estimated Project Cost:
\$50,000 annual
\$250,000 thru term of 5-year
CIP

Project Limits:
Citywide Park System

Funding Sources:
Eligible Funding Source: Park Dedication Funds
(PDF), Grants
Identified Funding: Park Dedication Funds

Project Description:

Recurring annual project for replacement of destination signs at public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.



Buchanan Park Renovation Project

Park Boundary
 Paths to be replaced
 Kirker Creek

- | | | |
|----------------------|----------------------|-----------------|
| ① Community Building | ④ Public Art Project | ⑦ Replace Paths |
| ② Additional Parking | ⑤ Splash Pad | |
| ③ Repave Parking Lot | ⑥ Basketball Court | |



PK-26: BUCHANAN PARK RENOVATIONS

Project No.
TBD

Status:
Awaiting funding

Estimated Project Cost:
\$8,500,000

Project Limits:
Buchanan Park

Funding Sources
Eligible funding sources: PDF, Grants
Identified funding sources: None

Project Description:

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. Outdoor space designated for outdoor recreation and open space at the park comprised more than half of the area of the 16-acre park.



PK-40: DREDGE BUCHANAN PARK POND

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$200,000

Project Limits:
Buchanan Park

Funding Sources:
Eligible Funding Source: PDF
Identified Funding Source: TBD

Project Description:

This project will dredge the 1 acre Buchanan Park pond to its original design depth of four feet.



PK-41: BUCHANAN PARK SCHOOL AGE PLAYGROUND

Project No.
TBD

Status:
Awaiting funding.

Estimated Project Cost:
\$250,000

Project Limits:
Buchanan Park

Funding Sources:
Eligible Funding Source: PDF
Identified Funding Source: none

Project Description:

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.

GENERAL PROJECTS



G-2: CITY STANDARD DETAILS UPDATE

Project No.
N/A

Status:
In process.

Estimated Project Cost:
\$100,000

Project Limits:
N/A

Funding Sources:
Eligible Funding Source: WOF, SOF,
Measure J, Gas Tax, IRRF, PDF
Identified Funding Source: \$32,000 WOF,
\$11,000 SOF, \$26,000 Gas Tax, \$31,000
PDF

Project Description:

The Pittsburgh Standard Details were last updated in 2014, with a partial update. Since that time the City has undertaken an update to the Pittsburgh Standard Specifications. The update to the Standard Specifications has initiated the need to update related standard details.

This project will provide for the necessary updates to the Standard Details. Updating of the Standard Details, combined with the current Standard Specifications update, will help staff, developers, contractors, and consultants to ensure that the City receives materials, construction methods, and quality assurance that it needs for City owned and maintained infrastructure.



G-3: BUCHANAN ROAD READER BOARD REPLACEMENT PROJECT

Project No.
N/A

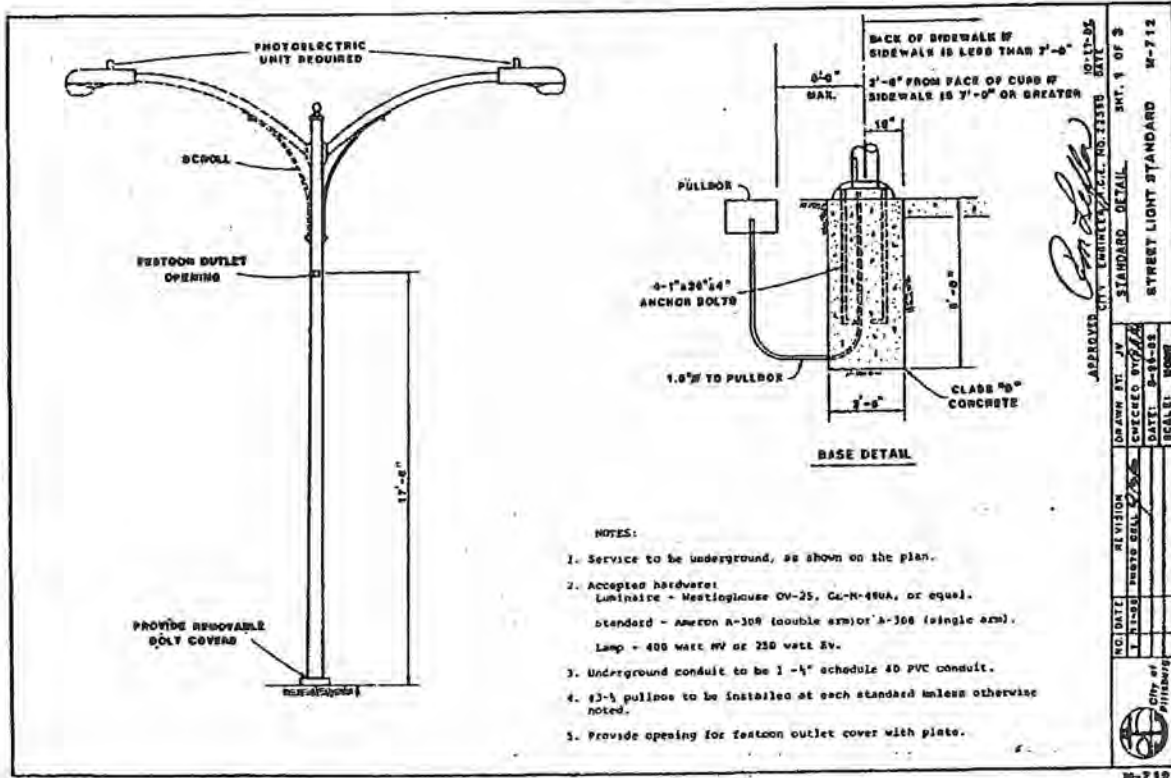
Status:
.

Estimated Project Cost:
\$25,000

Project Limits:
Buchanan Road @ Highlands Ranch Park

Funding Sources:
Eligible Funding Source: Gas Tax, IRRF
Identified Funding Source: none

Project Description:
This project will replace the reader board on Buchanan Road in front of Highlands Ranch Park.



G-7: PG&E STREET LIGHT FACILITIES ACQUISITION

Project No.
TBD

Status:
Awaiting funding

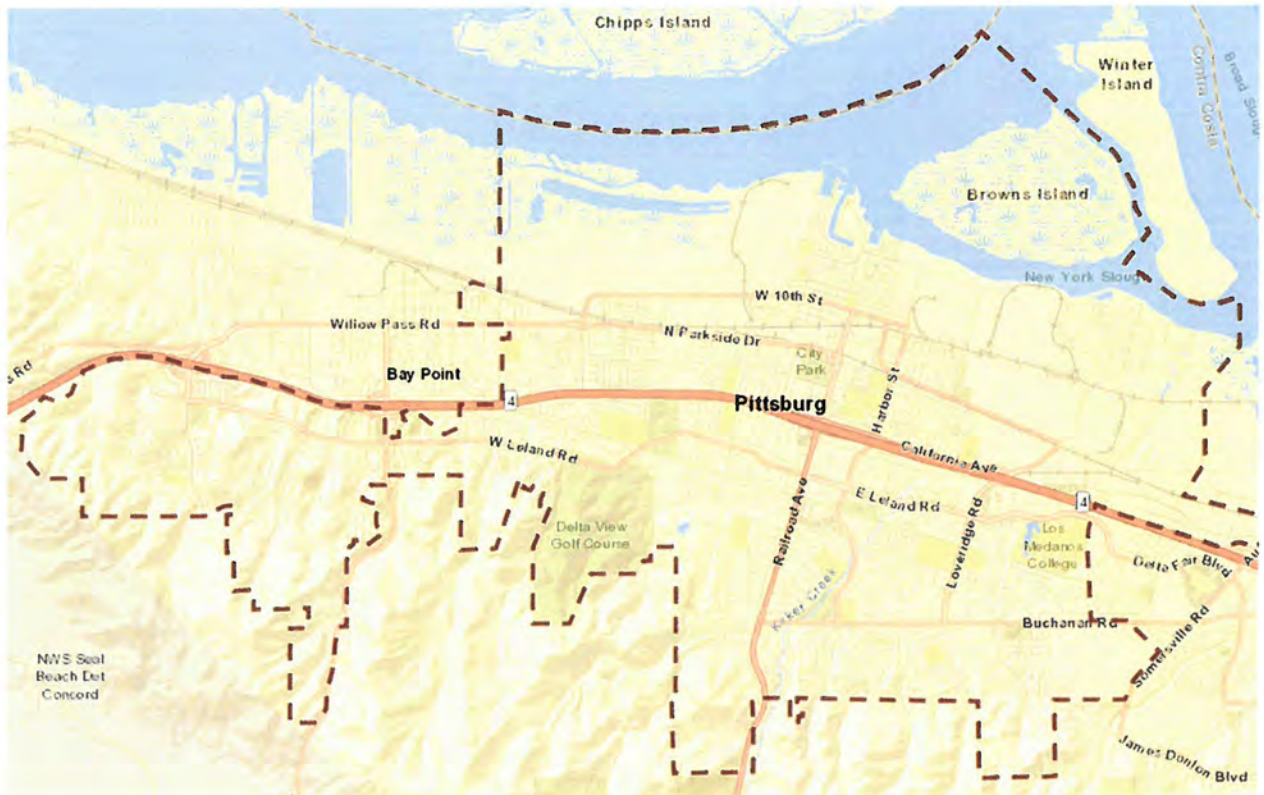
Estimated Project Cost:
\$1,050,000

Project Limits:
Citywide

Funding Sources:
Eligible Funding Source:
Identified Funding Source: TBD

Project Description:

This will provide funding to buy out street lights 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 street lights in the City. The City currently owns approximately 32%, or 1,163 of the 4,834 street lights 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.



G-9: ADA TRANSITION PLAN UPDATE

Project No.
TBD

Status:
Awaiting funding.

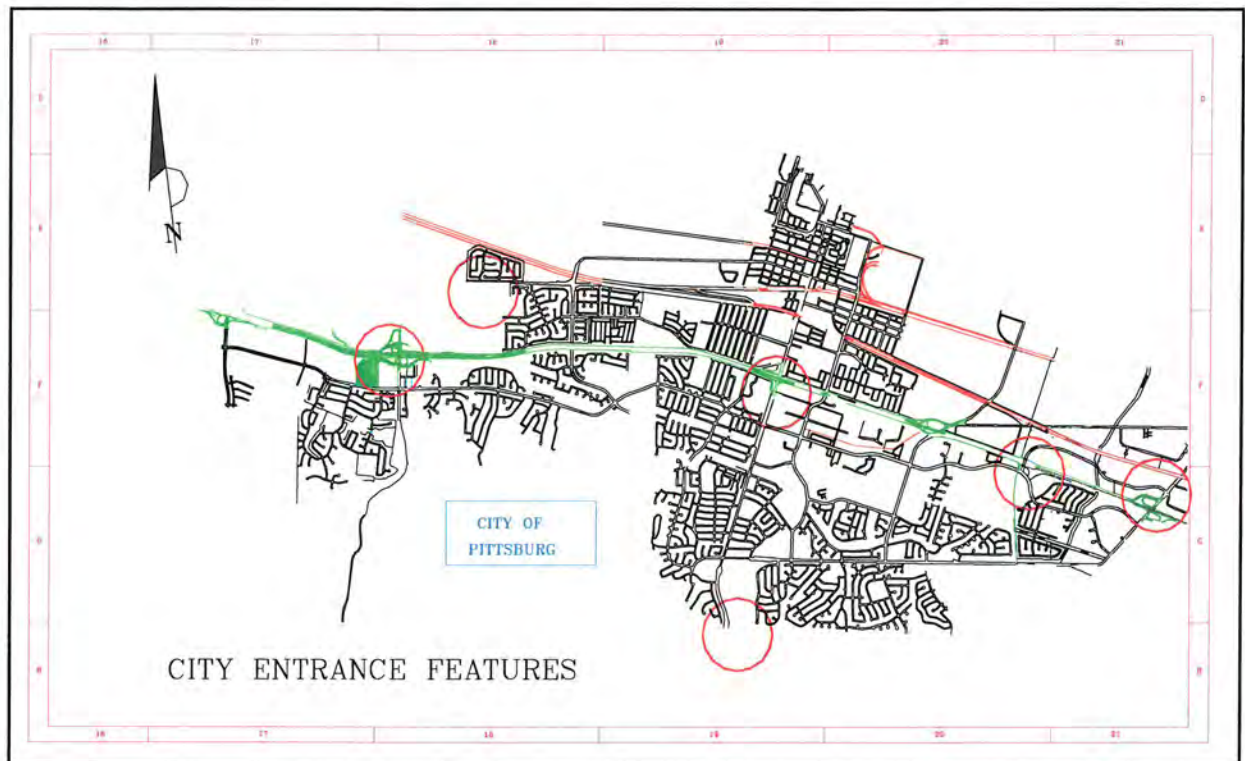
Estimated Project Cost:
\$50,000

Project Limits:
Citywide

Funding Sources:
Eligible Funding Source:
Identified Funding Source: None

Project Description:

This project will survey current City facilities, including public buildings and curb ramps at intersections, to determine whether they are compliance with the Americans with Disabilities Act (ADA). For facilities not currently in compliance, the transition plan prioritizes, identifies funding for, and may establish a broad time line for achieving compliance with current ADA requirements.



G-12: CITY LIMIT ENTRANCE FEATURES

Project No.
BD

Status:
Awaiting funding.

Estimated Project Cost:
\$120,000

Project Limits:
City entrances

Funding Sources:
Eligible Funding Source:
Identified Funding Source: TBD

Project Description:

This project will construct entrance features at major entrances to the City.



G-18: WEST LELAND ROAD UNDERGROUND UTILITIES (Railroad Avenue to Crestview Drive)

Project No.
TBD

Status:
Construction Schedule Winter 2019

Estimated Project Cost:
\$1,400,000

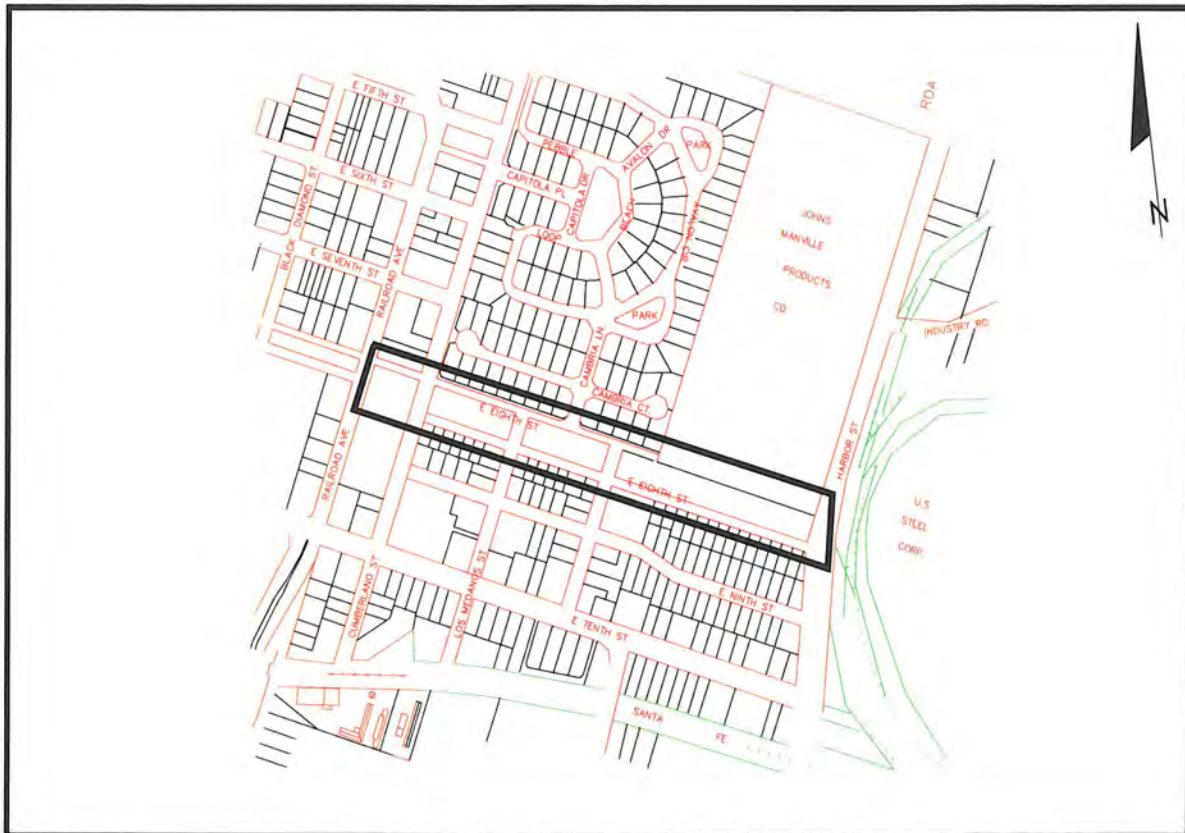
Project Limits:
W. Leland Road (Railroad Avenue to Burton Avenue)

Funding Sources:
Eligible Funding Source: Rule 20A
Identified Funding Source: \$1,400,000 Rule 20A

Project Description:

This project will underground the existing overhead utilities along West Leland Road from Railroad Avenue to Crestview Drive.

The project requires obtaining several easements for electrical boxes.



G-25: EAST 8TH STREET UNDERGROUND UTILITIES (Railroad Avenue to Harbor Street)

Project No.

To be determined

Status:

Awaiting Funding

Estimated Project Cost:

\$840,000

Project Limits:

E. Eighth Street

Funding Sources:

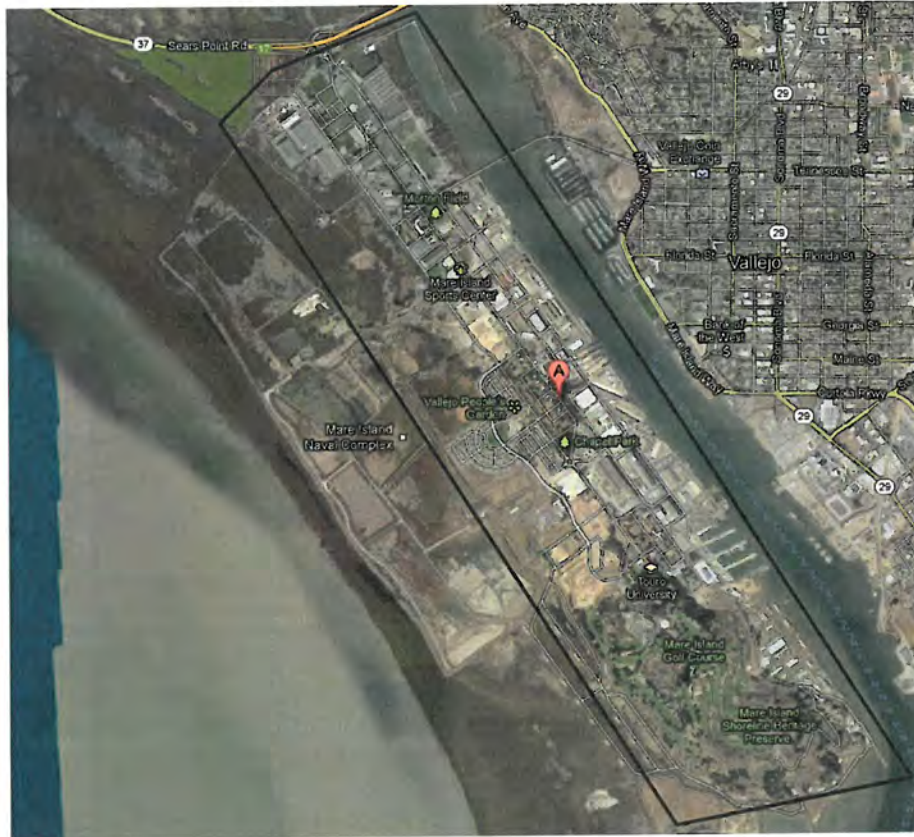
Eligible Funding Source: Rule 20A

Identified Funding Source: None

Project Description:

This project will remove overhead utilities and place them underground along East Eighth Street and the linear park from Railroad Avenue to Harbor Street.

PITTSBURG POWER PROJECTS



PP- 1: FY2017-2018 CABLE REPLACEMENT

Project No.:

5814

Status:

Estimated Project Cost:

\$250,000

Project Limits:

Island Energy Service Territory

Operation and Maintenance

Funding Sources

Eligible Funding Source: Island Energy Reserves

Identified Funding Source: \$250,000 Island Energy Reserves

Project Description:

This project will replace approximately 6,000 feet of electrical cable. This project is expected to improve system reliability.



PP-2: DUCT BANK AND VAULT REPLACEMENTS

Project No.
TBD

Status:
Funded

Estimated Project Cost:
\$550,000

Project Limits:
Island Energy

Funding Sources
Eligible Funding: Island Energy Fund (IE)

Identified Funding: \$150,000 IE

Project Description:

Specific sections of the Island energy system have been identified for duct bank and vault replacement as being critical for system reliability and “backbone” expansion. The project supports the Lennar waterfront development and the Mare Island “North End” – which includes existing ALCO and EPS customers, and the anticipated City of Vallejo master development north of G Street.



PP-3: UPGRADE STATION 'M' (BLDG 577)

Project No.
TBD

Status:
Preliminary Assessment

Estimated Project Cost:
\$180,000

Project Limits:
Railroad Ave. @ H St. – Mare Island

Funding Sources
Eligible Funding Source: Island Energy Capital Reserve Acct.
Identified Funding Source: None

Project Description:

Upgrade Island Energy Station “M” (Mare Island Building 577; 7400sqft) for greater crew accessibility, functionality, security, improved appearance and additional materials / tool storage.

Island Energy (“IE”) controls the Station M property through a legacy grant-deed easement from the US Navy. The easement is broad in its description, and describes any easement use as necessarily supporting the operation of the electric and gas utility. Upgrade of Station M is consistent with the grant of easement.

The project scope contemplates and may include architectural assessment and treatments, siding repair/painting, roof repair/painting, window/door replacement and other facility repair or upgrade including new internal/external lighting and security.

Internal space planning will include the addition of crew facilities – changing room, showers, restroom, laundry area and potentially meeting and break area (all potentially indoor-modular applications). A structural deck, in the north-end area above existing inside switchgear and planned crew facilities, will be constructed for materials and tools storage.



PP-4: RE-PURPOSE STATION 'E' (BLDG 801)

Project No.
TBD

Status:
Preliminary Assessment

Estimated Project Cost:
\$350,000

Project Limits:
Nimitz Ave. @ 7th St. – Mare Island

Funding Sources
Eligible Funding Source: Island Energy Capital Reserve Acct.
Identified Funding Source: \$350,000 IE

Project Description:

Re-purpose Island Energy Station “E” (Mare Island Building 801) from that of an electrical shop, tool and materials storage facility to that of Island Energy’s business offices. Materials would be relocated to other IE controlled facilities (Bldgs 516, 577) and the current “Quarter P” business office lease with Lennar would cease.

Island Energy (“IE”) controls the Station E property through a legacy grant-deed easement from the US Navy. The easement is broad in its description, and describes any easement use as necessarily supporting the operation of the electric and gas utility. We interpret IE utility office use as being consistent with the easement.

Station E consists of three elements: Shop and storage building of approximately 1,344sqft, an open-air substation, and a secondary building of approximately 1,248sqft.

The project scope includes architectural assessment and treatments, space planning, permitting, addition of windows, doors, skylights and internal build-out to include offices, meeting areas, break room, indoor plumbing, HVAC and related personnel and office appurtenances. Build-out and related costs is estimated at approximately \$100/sqft.



PP-5: WATERFRONT AREA RELIABILITY PROJECT

Project No.

Status:

Preliminary Assessment – Phase 1

Estimated Project Cost:

\$700,000

Project Limits:

Berth 12 – 18 Mare Island

Funding Sources

Eligible Funding Source: Island Energy Reserves

Identified Funding Source: \$700,000 Island Energy Reserves

Project Description:

The Waterfront Area Reliability Project (“WARP”) contemplates the modernization of 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.

Phase 1 Project scope includes engineering assessments, work scoping, cost estimating and the procurement of critical reliability equipment plus performing intermediate fixes / repairs. Subsequent Phases will address replacement of and adding redundant underground primary voltage circuits along with breakers and transformer equipment.

Utility cost recovery is being contemplated through Customer special rate assessments and other mechanisms.



PP-6: RE-PURPOSE STATION 'N' (BLDG 777)

Project No.
TBD

Status:
Preliminary Assessment

Estimated Project Cost:
\$225,000

Project Limits:
Azuar Drive @ O St. – Mare Island

Funding Sources
Eligible Funding Source: Island Energy Capital Reserve Acct.
Identified Funding Source: None

Project Description:

Re-purpose Island Energy Station “N” (Mare Island Building 777) from that of a former substation for use by Island Energy for vehicle, equipment and materials storage.

Island Energy (“IE”) controls the Station N property through a legacy grant-deed easement from the US Navy. The easement is broad in its description, and describes any easement use as necessarily supporting the operation of the electric and gas utility. We interpret IE utility office use as being consistent with the easement.

The Station N easement footprint, although ill-defined, is conservatively estimated at approximately 41000sqft. The only existing site encumbrance is the switchgear building (Building 777) of approximately 400sqft.

The project scope includes permitting, site demo and civil works, fencing, yard and area lighting, site paving, foundations and slab floor, a [5000 sqft] modular structural steel building; internal build-out to include equipment/tools areas, crew room with indoor plumbing and facility security systems. Build-out and related costs is estimated at approximately \$45/sqft (building footprint as base for cost).



PP-7: STATION H KWH METERING EQUIPMENT

Project No.
TBD

Status:

Estimated Project Cost:
\$80,000

Project Limits:
Azuar Drive at O Street. – Mare Island

Funding Sources
Eligible Funding Source: Island Energy

Identified Funding Source: \$80,000 Island
Energy IE

Project Description:

Installation of new KWH per-phase circuit metering devices to better assess Island Energy system load demands and losses. This provides functionality for balancing Island Energy system loads and promote a more structured plan for addressing new loads and system expansion.



PP-8 : OUTAGE RECOVERY PROJECT

Project No.

Status:
Funded

Estimated Project Cost:
\$520,000

Project Limits:
Mare Island PPC Utility Service Territory

Funding Sources
Eligible Funding Source: Island Energy
Identified Funding: \$520,000 IE

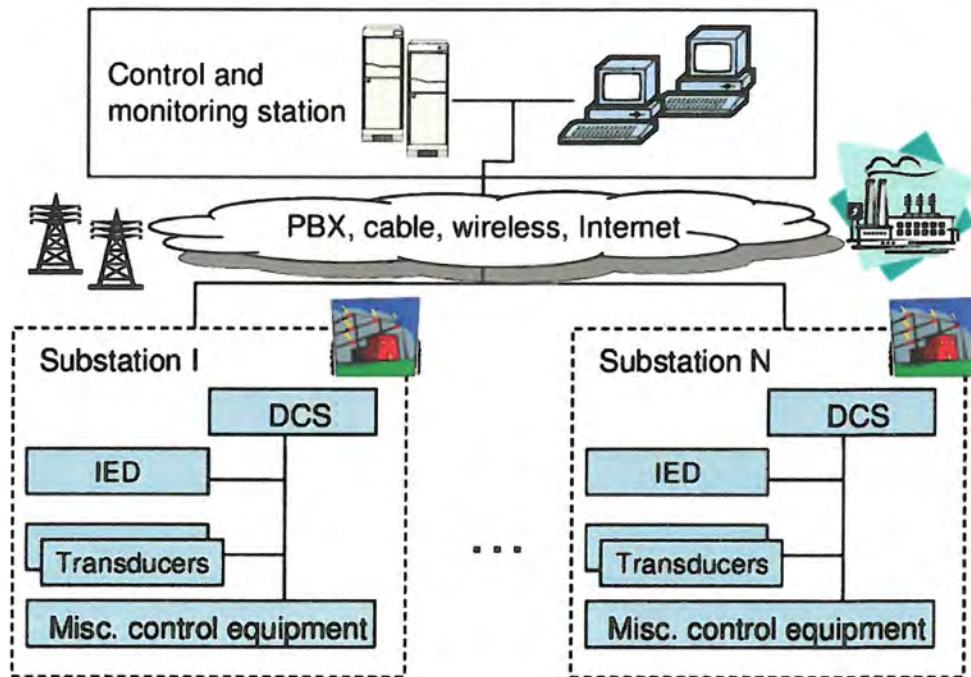
Project Description:

To provide ready capital resources to immediately respond to Pittsburg Power Company ("PPC") Utility electrical and natural gas outages in the interest of the timely restoration of Customer services and the assurance of Public Safety.

"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 of the Mare Island service territory.

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. The CIP 'Estimated Project Cost' assumes three (3) outages at an average expense of \$40,000 each – generally seen as the historical average.

Supervisory Control and Data Acquisition System



PP-9: SCADA SYSTEM INSTALL

Project No.

Status:

Preliminary Assessment

Estimated Project Cost:
\$600,000

Project Limits:

Multiple Substations - Mare Island

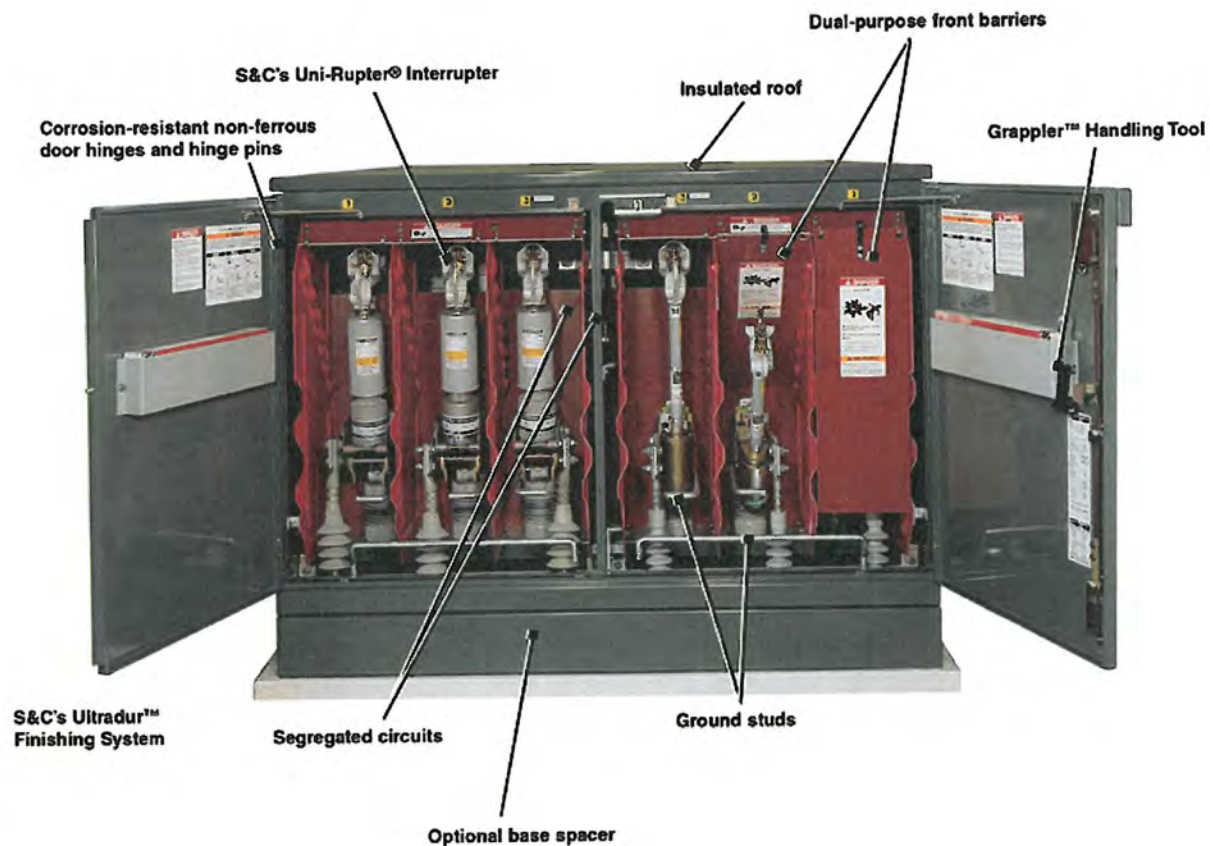
Funding Sources

Eligible Funding Source: Island Energy Capital Reserve Acct.

Identified Funding Source: none

Project Description:

Install utility Supervisory Control and Data Acquisition System (SCADA).



PP-10: RA REPLACEMENT PROJECT

Project No.

Status:

Preliminary Assessment

Estimated Project Cost:
\$320,000

Project Limits:
Mare Island

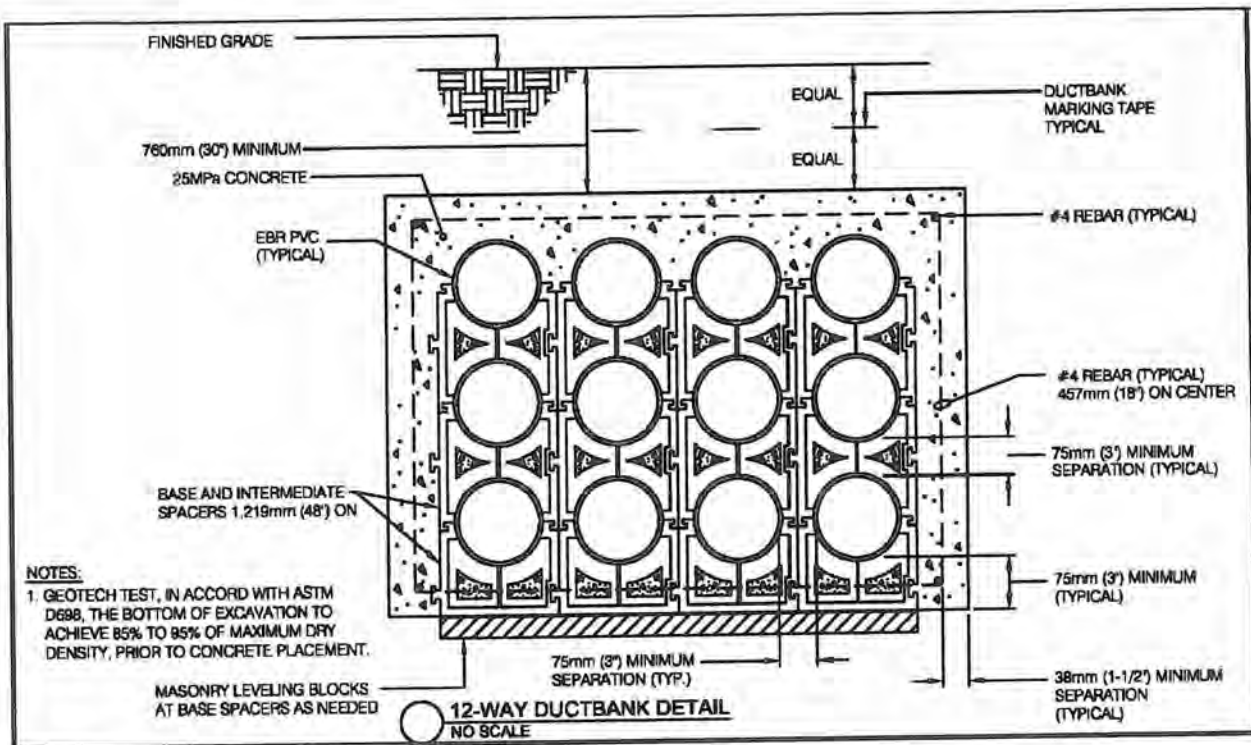
Funding Sources

Eligible Funding Source: Island Energy Capital Reserve Acct.

Identified Funding Source: none

Project Description:

Replace up to ten (10) RA assemblies with new PME devices



PP-11: NIMITZ DUCTBANK RELOCATION

Project No.

Status:

Preliminary Assessment

Estimated Project Cost:

\$1,000,000

Project Limits:

Nimitz Ave. and Railroad Ave. – Mare Island

Funding Sources

Eligible Funding Source: Island Energy Capital Reserve Acct.

Identified Funding Source: none

Project Description:

Re-locate the Station H to Station E 12kV "Backbone" ductbank from Nimitz Ave. to Railroad Ave.



PP-12: STREET LIGHT METERING PROJECT

Project No.

Status:
Preliminary Assessment

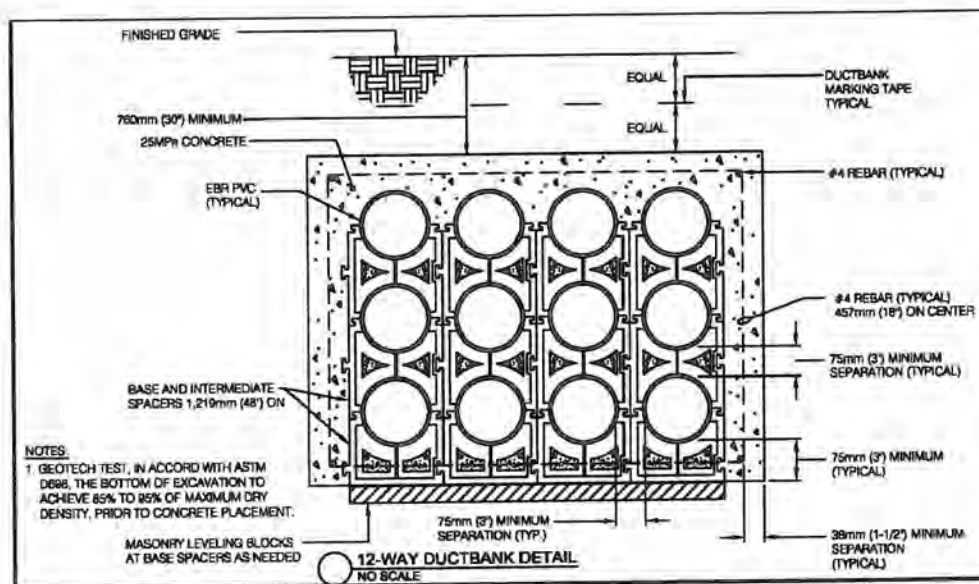
Estimated Project Cost:
\$40,000

Project Limits:
Mare Island

Funding Sources
Eligible Funding Source: Island Energy Capital Reserve Acct.
Identified Funding Source: none

Project Description:

Install utility electric revenue meters on up to twelve (12) street light circuits.



PP-13: NORTH ISLAND DUCTBANK RELOCATION

Project No.

Status:

Preliminary Assessment

Estimated Project Cost:

\$1,200,000

Project Limits:

Nimitz Ave. and Railroad Ave. – Mare Island

Funding Sources

Eligible Funding Source: Island Energy Capital
Reserve Acct.

Identified Funding Source: none

Project Description:

Re-locate the Station M to Station N 12kV "Backbone" ductbank from Railroad Ave. to Azuar Ave.



PP-25: GAS LINE REMOVAL AND REPLACEMENT

Project No.
TBD

Status:

Estimated Project Cost:
\$150,000

Project Limits:
Island Energy

Funding Sources

Eligible Funding Source: Island Energy (IE)

Identified Funding Source: \$150,000 IE

Project Description:

Remove gas line adjacent to Veteran Affairs (VA) clinic and replace with a line 100 yards south, connecting to existing four-inch pipe adjacent to Murigenics building. Remove steel pipe attached to building 599 and remove above ground steel filter from VA parking area.

MARINA PROJECTS



M-1: PUBLIC BOAT LAUNCH RESTROOM REPLACEMENT

Project No.

Status:

Selected to receive grant funds. Council to accept/decline award on 4/2/19.

Estimated Project Cost:

\$564,000

Project Limits:

Just east of the public boat launch ramps.

Funding Sources

Department of Parks and Recreation
Division of Boating and Waterways Recreational
Boating Facilities Grants

Project Description:

Demolish and replace the existing public boat launch restrooms with a prefabricated, vandal resistant, twin ADA-accessible restroom. Construct a concrete ADA-accessible path of travel from the new restrooms to all three public boat launches. Includes landscaping, minor parking lot fixes, striping and signage.



M-3: 2017-2027 MARINA MAINTENANCE DREDGING (FORMERLY RIVERVIEW BASIN DREDGE PROJECT)

Project No.
5400

Status:

Estimated Project Cost:
\$10,500,000

Project Limits:
Pittsburg Marina

Funding Sources

Eligible Funding Source: Marina Enterprise (ME),
Waterfront Operations (WO), Grants

Identified Funding: \$250,000 ME, \$70,000 WO
(new funding) and \$65,000 WO, \$41,208 ME
(previously funded)

Project Description:

This general dredge project consists of six areas that will be completed in phases as funding is available and as a need for dredging arises. These areas are Lowy Basin, Riverview Basin, Central Harbor, the public launch ramps, outfalls stemming from the Pittsburgh Waterfront, and the New York Landing HOA Residential Channel.



M-4: REPLACE COVERED BERTHS IN CENTRAL HARBOR (SHEDS 1, 2, & 3)

Project No.

Status:

Awaiting Funding

Estimated Project Cost:
\$425,000

Project Limits:
Central Harbor of the Marina

Funding Sources:

Eligible Funding Source:

Identified Funding Source:

Project Description:

Sheds 1, 2, & 3, are the oldest structures in the Marina. They are estimated to be well over 50 years old. In addition to their age, the shed heights create a problem for modern boats with taller fly bridges. The Marina has a waiting list for the newer covered berths, while these older sheds do not fill up. This project will replace deteriorating covered berths in the Central Harbor.



M-5: REMODEL RESTROOMS AND SHOWERS IN RIVERVIEW BASIN

Project No.
TBD

Status:
Awaiting Funding

Estimated Project Cost:
\$225,000

Project Limits:
Riverview Marina

Funding Sources:
Eligible Funding Source:
Identified Funding Source:

Project Description:

As there has been an increase in the live-aboard population at the Marina, the use of facilities has expanded beyond the original design. The number of toilets, sinks, and showers need to be re-assessed. This project will remodel and rehabilitate the showers and restrooms at the Riverview Marina.



M-6: REPLACE RESTROOMS AT THE LAUNCH RAMP

Project No.

Status:

Awaiting Funding

Estimated Project Cost:
\$225,000

Project Limits:
Public Launch Ramp

Funding Sources:
Eligible Funding Source:
Identified Funding Source:

Project Description:

The launch ramp public restrooms are in bad condition. This project will replace the restrooms at the public launch ramp off of Marina Boulevard with an approximately 200 square foot restroom facility.



M-7: RESTROOM/SHOWER FACILITY FOR CENTRAL HARBOR

Project No.

Status:

Awaiting Funding

Estimated Project Cost:
\$250,000

Project Limits:

Central Harbor of the Marina

Funding Sources:

Eligible Funding Source: Marina Enterprise Fund

Identified Funding Source: TBD

Project Description:

This project will construct restroom and shower facilities for the Central Harbor. This work was originally included with the dock replacement project, but was removed due to funding shortfall.



M-8: MARINA SOUTH PARKING LOT IMPROVEMENTS

Project No.
TBD

Status:
Concept Plan only

Estimated Project Cost:
\$50,000

Project Limits:
City Marina's Southern Parking Lot on Marina Boulevard

Funding Sources
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: none

Project Description:

Repave or seal parking lot A.C. pavement and repair failed areas. Install signage, pavement markers and markings to accommodate vehicles with boat trailers. Project may include removal of trees and construction of concrete curbs.



M-9: LAUNCH RAMP MAINTENANCE DREDGING

Project No.

Status:
unfunded

Estimated Project Cost:
\$65,000

Project Limits:
Launch Ramp area

Funding Sources:
Eligible Funding Source: ME
Identified Funding Source:

Project Description:

This project will perform maintenance dredging at the Pittsburgh Launch Ramp. This will remove accumulated silt and help prevent boats from touching the bottom of the area with the hull or propeller.



M-10: RIVERVIEW PARK DOCK REPAIRS

Project No.

Status:

Awaiting Funding

Estimated Project Cost:
\$75,000

Project Limits:

Riverview Park

Funding Sources:

Eligible Funding Source: Marina Enterprise Fund

Identified Funding Source: TBD

Project Description:

This project will increase ease of use for fishermen, enhance amenities like fishing pole holders, wind blockers, and benches, and address damages at the Riverview Park dock.



M-10: RIVERVIEW PARK DOCK REPAIRS

Project No.

Status:

Awaiting Funding

Estimated Project Cost:
\$75,000

Project Limits:
Riverview Park

Funding Sources:

Eligible Funding Source: Marina Enterprise Fund
Identified Funding Source: TBD

Project Description:

This project will increase ease of use for fishermen, enhance amenities like fishing pole holders, wind blockers, and benches, and address damages at the Riverview Park dock.



M-11: MARINA INFRASTRUCTURE REPAIR AND REPLACEMENT

Project No.
TBD

Status:
Planning

Estimated Project Cost:
\$500,000

Project Limits:
City maintained launch ramps and marinas, Lowy Basin, Central Harbor, and Riverview Basin

Funding Sources
Eligible Funding Sources: Grants, Waterfront Funds, Marina Funds
Identified Funding: \$20,000 Marina Enterprise Fund

Project Description:

The establishment of this project is in anticipation for replacement and repair needs of Marina infrastructure above and beyond normal maintenance. Aging infrastructure includes wooden docks 1-3, electrical panels on guest docks, electrical meters, restrooms at Riverview Basin, and more.

701.03

PC

RESO

10131

9-24-19

VR



City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

Date: 9/26/19

SUBJECT: PC RESOLUTION NO. 10131

Dear Applicant,

Enclosed is a copy of the resolution adopted by the Planning Commission. A copy of our Standard Conditions of Development is also included. Please read the enclosed documents and retain them for your files. All conditions of approval shall be incorporated into subsequent plan submittals and construction documents, where appropriate.

The enclosed resolution is valid for a limited period of time as specified in the resolution. Please make a note of the applicable expiration date and plan your construction timeline accordingly to avoid the loss of your entitlements.

If you have any questions about the enclosed resolution, please contact the Planning Division at the number listed above.

Sincerely,

Kristin Pollot, AICP
Planning Manager

Enclosures: (2) Resolution No. 10131
Standard Conditions of Development

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Affirming Conformance of the	)	
Five-Year Capital Improvement Program	)	Resolution No. 10131
with the City of Pittsburgh General Plan	)	

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

- A. The City of Pittsburgh's Engineering Division has released a draft city-wide Five-Year Capital Improvement Program (CIP) for fiscal years 2019/20 through 2023/24, to be considered for adoption by the City Council.
- B. Pursuant to California Government Code sections 65103(c) and 65403(c), the proposed CIP must be consistent with the city's adopted General Plan, and the Planning Commission is the body designated to make that determination.
- C. The determination of consistency between the CIP and the General Plan is not considered a project under the California Environmental Quality Act (CEQA); therefore, it is not subject to CEQA review. However, individual CIP projects would be subject to CEQA review prior to City Council authorization for construction on respective projects.
- D. On September 24, 2019, the Planning Commission held a meeting to review the proposed Five-Year CIP for fiscal years 2019/20 through 2023/24 and to consider whether the CIP is consistent with the General Plan, at which time oral and/or written testimony was considered.

Section 2. Findings

- A. Based on the Planning Commission Staff Report entitled, "Five-Year Capital Improvement Program – General Plan Consistency Determination," dated September 24, 2019, and based on all the information contained in the Planning Division files on the CIP, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburgh, and based on all written and oral testimony presented at the September 24, 2019, meeting, the Planning Commission finds that:
 - 1. All recitals above are true and correct and are incorporated herein by reference.
 - 2. All projects included in the proposed Five-Year CIP for fiscal years 2019/20 through 2023/24 are consistent with the city's adopted General Plan.

Section 3. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Coniglio, seconded by Commissioner Moreno, the foregoing resolution was passed and adopted the 24th day of September, 2019, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Foster, Moreno, Robinson

NAYES: None

ABSTAIN: None

ABSENT: Fields, Nguyen

I hereby certify that the above Resolution No.10131 was adopted by the Planning Commission of the City of Pittsburg on September 24, 2019.



KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

Exhibit "A" Funding Allocations

Project Number	Project Name	Estimated Cost	Previously Allocated and other Funding	Previously Allocated and other Funding Source	Total Previously Allocated and other Funds	New Allocation Requested	Requested Allocation Source	Total New Allocation Requested	Resulting Total Project Funding
ST-35	2020/21 Citywide Traffic Calming Project	50,000			\$ -	\$ 50,000	MJ	50,000	\$ 50,000
ST-41	Annual Fence/ Soundwall/ Streetlight Replacement/ Installation Project	600,000	\$ 100,000	MJ	\$ 100,000	\$ 5,000	MJ	5,000	\$ 105,000
ST-47	2020/21 Street Maintenance Project	400,000			\$ -	\$ 200,000	HUTA	200,000	\$ 200,000
ST-51	Stoneman Avenue Pedestrian Safety Improvement Project-	1,180,000	\$ 880,000	HSIP	\$ 880,000	\$ 300,000	RMRA	300,000	\$ 1,180,000
ST-52	2020/21 Citywide Striping & Signage	300,000	\$ 50,000	HUTA	\$ 50,000	\$ 50,000	HUTA	50,000	\$ 100,000
ST-96	Citywide Arterial Median Conversion Project	145,000	\$ 25,000	Measure J	\$ 25,000	\$ 5,000	MJ	5,000	\$ 30,000
ST-100	STP/OBAG II Pavement Improvement	2,710,000	\$ 2,410,000	OBAG II	\$ 2,410,000	\$ 300,000	RMRA	300,000	\$ 2,710,000
S-8	2019/20 Traffic Signal Modification Project	135,000			\$ -	\$ 100,000	RMRA	100,000	\$ 100,000

Exhibit "A" Funding Allocations

Project Number	Project Name	Estimated Cost	Previously Allocated and other Funding	Previously Allocated and other Funding Source	Total Previously Allocated and other Funds	New Allocation Requested	Requested Allocation Source	Total New Allocation Requested	Resulting Total Project Funding
W-6	WTP Capital Repairs and Improvements	525,000	\$ 150,000	WOF	\$ 150,000	\$ 75,000	WOF	75,000	\$ 225,000
W-39	2021/22 Filter Media Replacemen	600,000	\$ 100,000		\$ 100,000	\$ 100,000	WOF	100,000	\$ 200,000
W-109	Water System Reliability Project	800,000			\$ -	\$ 800,000	WOF	800,000	\$ 800,000
SD-48	Stoneman Avenue Storm Drain Replacement/Repair Project	200,000			\$ -	\$ 200,000	NPDES	200,000	\$ 200,000
PK-4	Annual Playground Replacement Project	480,000	\$ 80,000	PDF	\$ 80,000	\$ 80,000	PDF	80,000	\$ 160,000
PK-9	Annual Park Features Replacement Project	450,000	\$ 75,000	PDF	\$ 75,000	\$ 150,000	PDF	150,000	\$ 225,000
PK-10	Biennial Restroom Replacement Project	750,000	\$ 250,000	PDF	\$ 250,000	\$ 250,000	PDF	250,000	\$ 500,000
PK-15	Annual Citywide Park Sign Replacement Program	250,000	\$ 50,000	PDF	\$ 50,000	\$ 50,000	PDF	50,000	\$ 100,000
						\$ 500,000	PDF		

Exhibit "A" Funding Allocations

Project Number	Project Name	Estimated Cost	Previously Allocated and other Funding	Previously Allocated and other Funding Source	Total Previously Allocated and other Funds	New Allocation Requested	Requested Allocation Source	Total New Allocation Requested	Resulting Total Project Funding
PK-42	Oak Hills Restroom	500,000			\$ -			500,000	\$ 500,000
TOTALS			\$ 4,170,000		\$ 4,170,000			\$ 3,215,000	\$ 7,385,000

Funding Request Summary

HUTA	\$	250,000
RMRA	\$	700,000
MJ	\$	60,000
WOF	\$	975,000
PDF	\$	1,030,000
NPDES	\$	200,000
		\$ 3,215,000

Key to Abbreviations

HUTA = Highway Users Tax Account (Fund 203)
 WOF = Water Operation Fund (Fund 501)
 SOF = Sewer Operation Fund (Fund 521)
 SFR (522) = Sewer Facility Reserves (Fund 522)
 PDF = Park Dedication Fees (Fund 304)
 RMRA = SB-1 Pavement Maintenance Account (Fund 228)
 TDA Grant = Transportation Development Act Grant
 MJ = Measure J (Fund 204)
 ME = Marina Enterprise (Fund 550)
 WO = Waterfont Operations (Fund 540)
 IE = Island Energy (Fund 580)
 Wbond = 2005 Water Bond
 WFR 503 = Water Facility Reserve (Fund 503)
 NPDES= National Pollutant Discharge Elimination System (Fund 207)

City of Pittsburgh



Capital Improvement Program FY 19/20-FY 23/24

Addendum #1

December 21, 2020

Capital Improvement Program FY 19/20-FY 23/24

Addendum #1



PROPOSED PROJECTS

Item No.	Project Name	Description
1	FY 20/21 CDBG ADA Curb Ramp Installation Project	A CDBG grant in the amount of \$232,000 was received for FY 20/21.
2	Marina Blvd. Buffered Bicycle Lanes	A TDA grant in the amount of \$56,100 was received for FY 20/21.
3	Railroad Avenue Complete Streets	Project identified for grants.
4	Water System Reliability Project	Funding for FY 20/21 proposed: \$800,000.
5	East 9th Street Water Improvement Project	Project identified.
6	East 9th Street Sewer Improvement Project	Project identified.
7	Stoneman Avenue Storm Drain Replacement/Repair	Funding for FY 20/21 proposed: \$200,000
8	Oak Hills Restroom	Funding for FY 20/21 proposed: \$500,000

Proposed Funding Obligation: \$1,500,000

CDBG ADA Curb Ramp Installation Project



Estimated Project Cost: \$232,508	Project Limits: High School Village Subdivision Westwood Gardens Subdivision
	Eligible Funding Source: Gas Tax, HUTA, CDBG, Measure J Identified Funding Source: \$232,508 CDBG



Project Description: This project includes the design and construction of ten (10) ADA compliant ramps at the High School Village Subdivision (north of California Avenue between Avon Street and Harbor Street) and eight (8) ADA compliant ramps at the Westwood Gardens Subdivision (William Way between Betty Lane and Pamela Way).

Marina Blvd Buffered Bicycle Lanes



Estimated Project Cost:	Project Limits:
\$140,000	Marina Blvd from Black Diamond Street to Herb White Way
	Eligible Funding Source: TDA, Measure J, Gas Tax Identified Funding Source: TDA \$56,100

Project Description: Construct buffered bicycle lanes on Marina Blvd. including removal of existing raised concrete island and installation of buffered bike lane pavement markings, signage, and colored conflict zones.



Railroad Avenue Complete Streets



Estimated Project Cost:	Project Limits:
\$1,000,000	Railroad Avenue from Center Drive to Bliss Avenue
	Eligible Funding Source: TDA, Measure J, Gas Tax, Developer Identified Funding Source: none



Project Description: This project will construct improvements that will enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. A number of improvements are planned for Railroad Avenue, between Center Drive and Bliss Avenue, that will improve access including bulb-outs, green bicycle lanes/conflict zones, enhanced crosswalks, transit improvements, pedestrian storage areas, and class IV bicycle facility.

Water System Reliability Project



Estimated Project Cost:	Project Limits:
\$800,000	Buchanan Pump Station, Brookside Drive/Buchanan Road, Cabrillo Place
	Eligible Funding Source: WOF
	Identified Funding Source: WOF \$800,000

Project Description: These projects improve system reliability for Zone 2 and Zone 3 customers by looping systems (Buchanan Pump Station & Brookside Drive) or based on an urgent need identified as chronic repairs by Public Works (Cabrillo Place).



Cabrillo Place



Buchanan Pump Station



Brookside Drive

East 9th Street Water Improvement Project



Estimated Project Cost:	Project Limits: East Ninth Street between Cumberland Street and Los Medanos Street (City project) Los Medanos Street between East Tenth and East Ninth (Developer).
\$400,000	
	Eligible Funding Source: WOF, developer
	Identified Funding Source:



Project Description: This project will replace water mains, services and valves that have reached the end of their useful life. With the development of the Veterans Square project a need was identified to replace the 8” waterline on East Ninth Street and Los Medanos Street. A portion of this project is being paid for by the Developer.

East Ninth Street Sewer Improvement Project



Estimated Project Cost:	
\$290,000	Project Limits: East Ninth Street between Cumberland Street and Los Medanos Street (City Project) Los Medanos Street between East Tenth and East Ninth (Developer).
	Eligible Funding Source: SOF, Developer Identified Funding Source:



Project Description: This project will replace sewer mains and laterals that have reached the end of their useful life. With the development of the Veterans Square project a need was identified to replace the sewer main. A portion of this project is being paid for by the Developer.

Stoneman Avenue Storm Drain Replacement/Repair



Estimated Project Cost: \$200,000	
	Project Limits: Stoneman Avenue Between Meadowbrook Circle and Briarcliff Drive
	Eligible Funding Source: SOF, NPDES Stormwater
	Identified Funding Source: NPDES Stormwater Fund \$200,000

Project Description: This project will replace/repair the collapsed 24" storm drain line and inlets on Stoneman Avenue between Meadowbrook Circle and Briarcliff Drive.



Oak Hills Park Restroom



Estimated Project Cost: \$500,000	Project Limits: Oak Hills Park
	Eligible Funding Source: PDF
	Identified Funding Source: PDF \$500,000

Project Description: This project will construct a restroom at Oak Hill Park. This neighborhood park is highly utilized and has had many requests for a bathroom. The project will include ADA access to the facility as well as connections to sewer and water.



Capital Improvement Program



ANNUAL PROJECTS (FY 20/21 Funding Addendum)

Item No.	Project Name	Description
1	FY 2020/21 Traffic Calming Project	Funding for FY 20/21 proposed: \$50,000
2	Annual Citywide Fence/Soundwall/Streetlight Replacement/Installation	Funding for FY 20/21 proposed: \$5,000
3	FY 20/21 Street Maintenance Project	Funding for FY 20/21 proposed: \$200,000
4	Annual Citywide Striping & Signage	Funding for FY 20/21 proposed: \$50,000
5	Citywide Arterial Median Conversion Project	Funding for FY 20/21 proposed: \$5,000
6	Water Treatment Plant Capital Repairs & Improvements	Funding for FY 20/21 proposed: \$75,000
7	Annual Filter Media Replacement Project	Funding for FY 20/21 proposed: \$100,000
8	Annual Playground Replacement Project	Funding for FY 20/21 proposed: \$80,000
9	Annual Park Features Replacement Project	Funding for FY 20/21 proposed: \$150,000
10	Biennial Restroom Replacement Project	Funding for FY 20/21 proposed: \$250,000
11	Annual Park Sign Replacement Project	Funding for FY 20/21 proposed: \$50,000

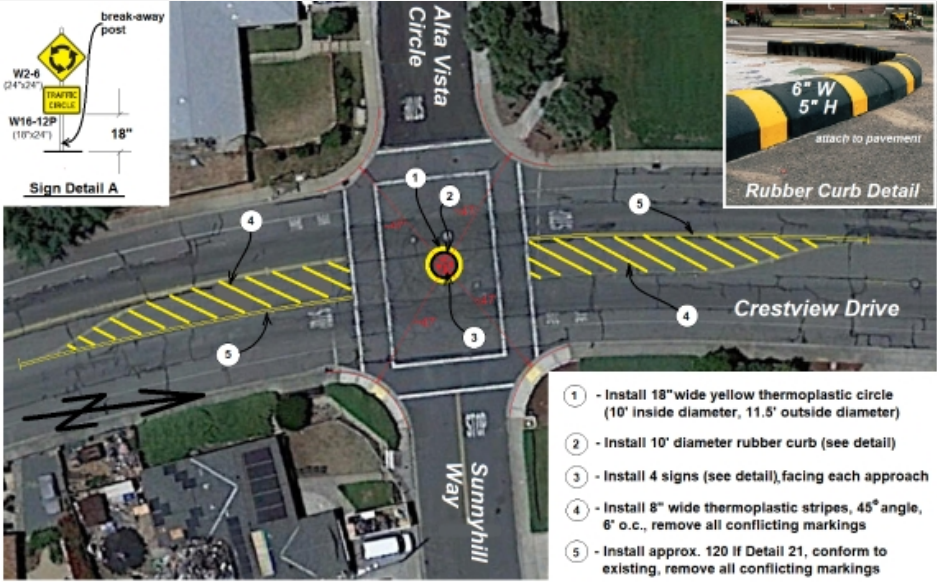
Proposed Funding Obligation: \$1,015,000

FY 20/21 Traffic Calming Project



Estimated Project Cost:	Project Limits:
\$50,000	Heatherwood Drive Speed Humps Crestview Drive Traffic Calming
	Eligible Funding Source: HUTA, Measure J Identified Funding Source: MJ \$50,000

Project Description: This project will construct speed humps and other traffic calming improvements at locations throughout the City in locations determined through an application process or by City Staff.



Proposed Speed Humps Locations: Heatherwood Dr.



Annual Citywide Fence, Soundwall, And Streetlight Replacement



Estimated Project Cost:	Project Limits:
\$50,000	Locations Citywide
	Eligible Funding Source:
	HUTA, Measure J
	Identified Funding Source:
	MJ \$5,000



Project Description:

This project is for the replacement of damaged or deteriorated fencing, sound walls, or streetlights that the City is responsible for maintaining. This project also includes new installations determined to be required for public safety and protection.

FY 20/21 Street Maintenance Project



**Estimated
Project Cost:**

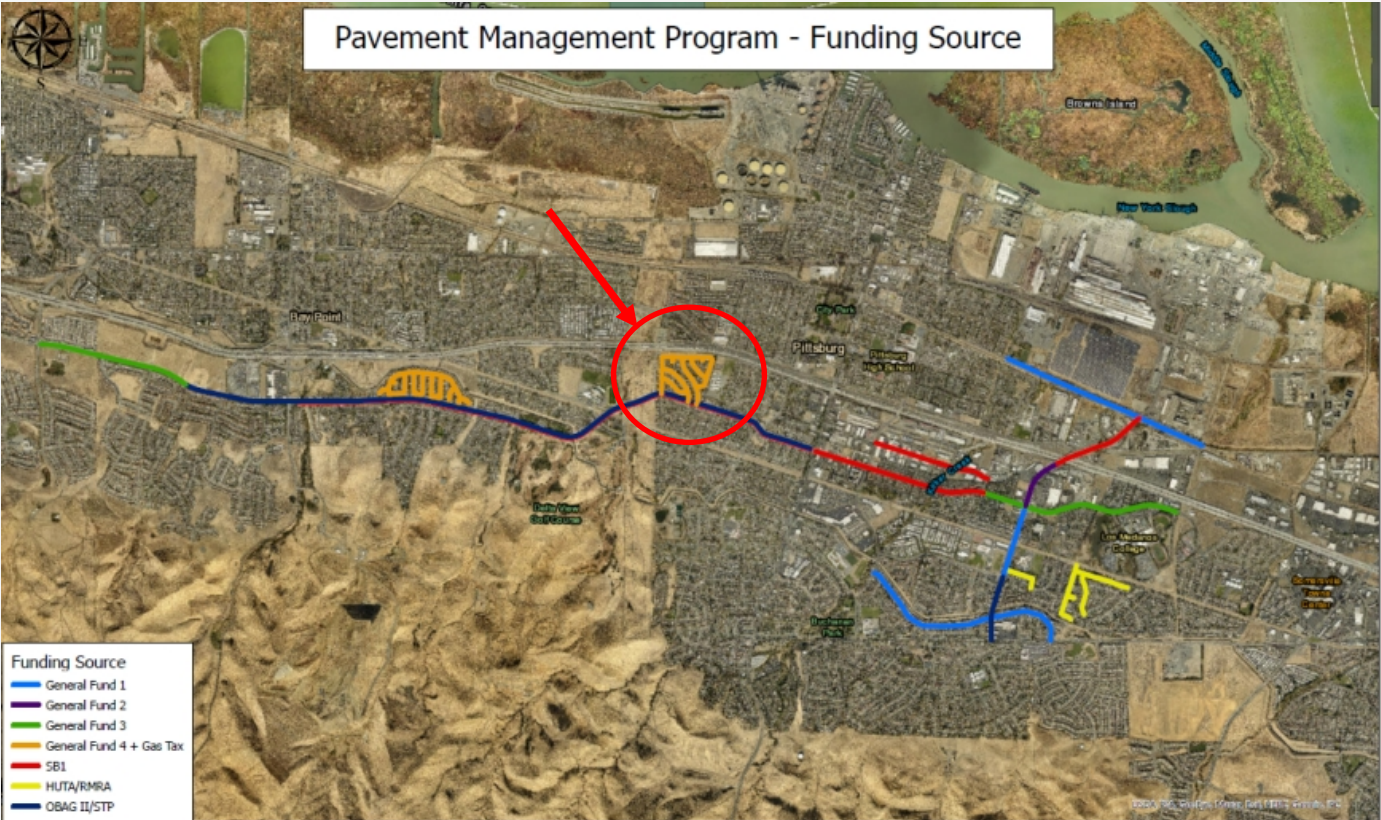
\$400,000

Project Limits:

Covington, Ashbury Way,
Dover Way, Arlington Drive,
Frontage Road, Chelsea Way,
Salisbury Drive, Alta Court,
Rossmore Court

Eligible Funding Source:
HUTA, Measure J, RMRA,
General Fund

Identified Funding Source:
HUTA \$200,000



Project Description: The project will use a variety of pavement management techniques including, slurry seal, patch paving, and crack sealing as appropriate to extend the useful life of the roadway. Locations based on Pavement Management System and Public Works input.

Annual Citywide Striping & Signage



Estimated Project Cost:	Project Limits:
\$50,000	Citywide
	Eligible Funding Source: HUTA, Measure J, RMRA
	Identified Funding Source: HUTA \$50,000



Project Description: This project will provide funding to complete new installation of signing and striping improvements or removal and replacement of existing signing and striping at locations Citywide. Priority for locations will be determined by Public Works and Engineering Departments.

Citywide Arterial Median Conversion Project



Estimated Project Cost: \$30,000 Annually	Project Limits: Arterial Streets Citywide
	Funding Sources
	Eligible Funding Source: Measure J
	Identified Funding Source: \$5,000 Measure J

Project Information & Savings	
Est. Area	2,285 square feet
Est. Cost for Project	\$91,400.00
Total Estimated Savings per Year (Water & Labor)	\$3,632.00 / Year
Est. Hours Saved	130 hours



Project Description: The locations and priorities are determined by staff in order to provide adequate areas for maintenance staff working within medians on arterial streets.

Water Treatment Plant Capital Repairs



Estimated Project Cost:	Project Limits: Water Treatment Plant & Other Water Distribution Facilities
\$75,000 annually	
	Eligible Funding Source: Water Operations (WOF)
	Identified Funding: \$75,000 WOF



Project Description:

This project will provide upgrades and repairs to facilities at the Water Treatment Plant as identified by WTP staff.

Annual Filter Media Replacement Project



Estimated Project Cost \$100,000:	Project Limits:
	Water Treatment Plant Filters 1-8
	Eligible Funding Source: Water Operations (WOF), Water Facility Reserves (WFR)
	Identified Funding: \$100,000 WOF

Project Description: This project will perform periodic replacement of the filter media for the eight water filters at the water treatment plant. Media replacement includes removal and disposal of spent filter media and replacement with new granulated activated carbon (GAC) or anthracite, sand, and gravel. Filter media needs to be replaced approximately every four years.

Annual Playground Replacement Project



	*	Playground Equipment	Installed Date
8 th Street Linear Park	2	Y	2002
Americana Park	2	Y	2004
Buchanan Park (4)	1	Y	1985
John Buckley Square	3	Y	2016
California Seasons Park (1)	1	Y	2002
Central Park	2	Y	2003
Central Harbor Park		N	
Pittsburg City Park	2	Y	2018
Columbia Linear Park		N	
DeAnza Park	2	Y	2010
Ray Giacomelli Park	3	Y	2018
Heritage Park Plaza		N	
Highlands Park (3)	2	Y	2005

	*	Playground Equipment	Installed Date
Highlands Ranch Park	3	Y	2005
Hillsdale Park	2	Y	1985
John Henry Johnson Park	2	Y	2018
Larry Lasater Park	3	Y	2007
Marina Walk Park	2	Y	2001
Mariner Park	2	Y	2000
Oak Hills Park (2)	2	Y	1996
Riverview Park	2	Y	1991
Small World Park	2	Y	2015
Stoneman Trailhead		N	
Santa Fe Linear Park		N	
Woodlands Hills Park	2	Y	2010
Village at New York Landing Park		N	

* Master Plan Condition Assessment



Annual Park Features Replacement Project

Picnic Tables, Benches, Lighting, Pavement, ADA Improvements



	*	Improvement Type	Rank		*	Improvement Type	Rank
8 th Street Linear Park	1833	Convert lawn area to drought tolerant	14	Highlands Ranch	2500		24
Americana Park	2154		22	Hillsdale Park	2091		21
Buchanan Park (2)	1214	Parking lot, pathways, lighting, irrigation	2	John Henry Johnson Park	1357	Update site furnishings, pave parking area	4
John Buckley	2769		26	Larry Lasater Park	2273		23
California Seasons Park (1)	1846	Benches, tables, playground safety fence	15	Marina Walk Park	2000		18
Central Park	1941		17	Mariner Park	2000		19
Central Harbor	1385	Site furnishings, upgrade irrigation,	6	Oak Hills Park	1692	Update site furnishings, replant landscape beds	9
City Park	1882		16	Riverview Park	1692	Replace pier, update site furnishings,	10
Columbia Linear Park	1167	Lawn conversion, exercise equipment	1	Small World Park	2000		20
DeAnza Park	1231	Irrigation, repave court, pathways	3	Stoneman Trailhead	1615	Update site furnishings, landscaping, BBQ pits	8
Ray Giacomelli	2538		25	Santa Fe Linear Park	1364	Lawn conversion, replace benches, new equipment	5
Heritage Park Plaza	1571	Replace planters, irrigation, tree removal	7	Woodlands Hills Park	1692	Cameras & Lighting (separate project) equipment, flower beds	11
Highlands Park (3)	1727	Lighting, replanting, irrigation	13	Village at New York Landing Park	1700	Landscaping beds	12

453

* General Condition Assessment



Biennial Restroom Improvement Project



	*	Restroom	Installed Date
8 th Street Linear Park		N	
Americana Park		N	
Buchanan Park	1	Y	1985
John Buckley Square		Y	2016
California Seasons Park		N	
Central Park	1	Y	2003
Central Harbor Park	1	Y	1991
Pittsburg City Park	1	Y	1989
Columbia Linear Park		N	
DeAnza Park		N	
Ray Giacomelli Park	3	Y	2018
Heritage Park Plaza		Y	2001
Highlands Park		N	

	*	Restroom	Installed Date
Highlands Ranch Park	3	Y	2005
Hillsdale Park		N	
John Henry Johnson Park	1	Y	1993
Larry Lasater Park		N	
Marina Walk Park		N	
Mariner Park	2	Y	2000
Oak Hills Park		N	
Riverview Park	2	Y	1991
Small World Park	2	Y	2015
Stoneman Trailhead	1	Y	1992
Santa Fe Linear Park		N	
Woodlands Hills Park		N	
Village at New York Landing Park		N	



Park Sign Replacement Project



	Monument Sign	Age
8 th Street Linear Park		16
Americana Park		14
Buchanan Park	Programmed 20/21	10+
John Buckley Square		4
California Seasons Park	Y	New
Central Park	Programmed 20/21	15
Central Harbor Park	Programmed 20/21	10+
Pittsburg City Park	Y	New
Columbia Linear Park		15
DeAnza Park		10+
Ray Giacomelli Park	Y	New
Heritage Park Plaza		15+
Highlands Park		15

	Monument Sign	Age
Highlands Ranch Park		10
Hillsdale Park	Programmed 20/21	15
John Henry Johnson		Less than 10
Larry Lasater Park	Y	New
Marina Walk Park		15
Mariner Park	Programmed 20/21	17
Oak Hills Park	Programmed 21/22	15
Riverview Park	Waterfront Funds	15+
Small World Park		5
Stoneman Trailhead		15+
Santa Fe Linear Park		16
Woodlands Hills Park		Less than 10
Village at New York Landing Park		15+



Capital Improvement Program FY 20/21-FY 24/25



Road Maintenance & Rehabilitation Account Projects

Item No.	Project Name	Description
1	Stoneman Avenue Pedestrian Safety Improvements	Funding for FY 20/21 proposed: RMRA \$300,000
2	2020/21 STP/OBAG II Pavement Improvement Project	Funding for FY 20/21 proposed: RMRA \$300,000
3	2020/21 Traffic Signal Modification	Funding for FY 20/21 proposed: RMRA \$100,000

Project List Approved By City Council May 18, 2020

Proposed Funding Obligation: \$700,000

Stoneman Avenue Pedestrian Safety Project



Estimated Project Cost:

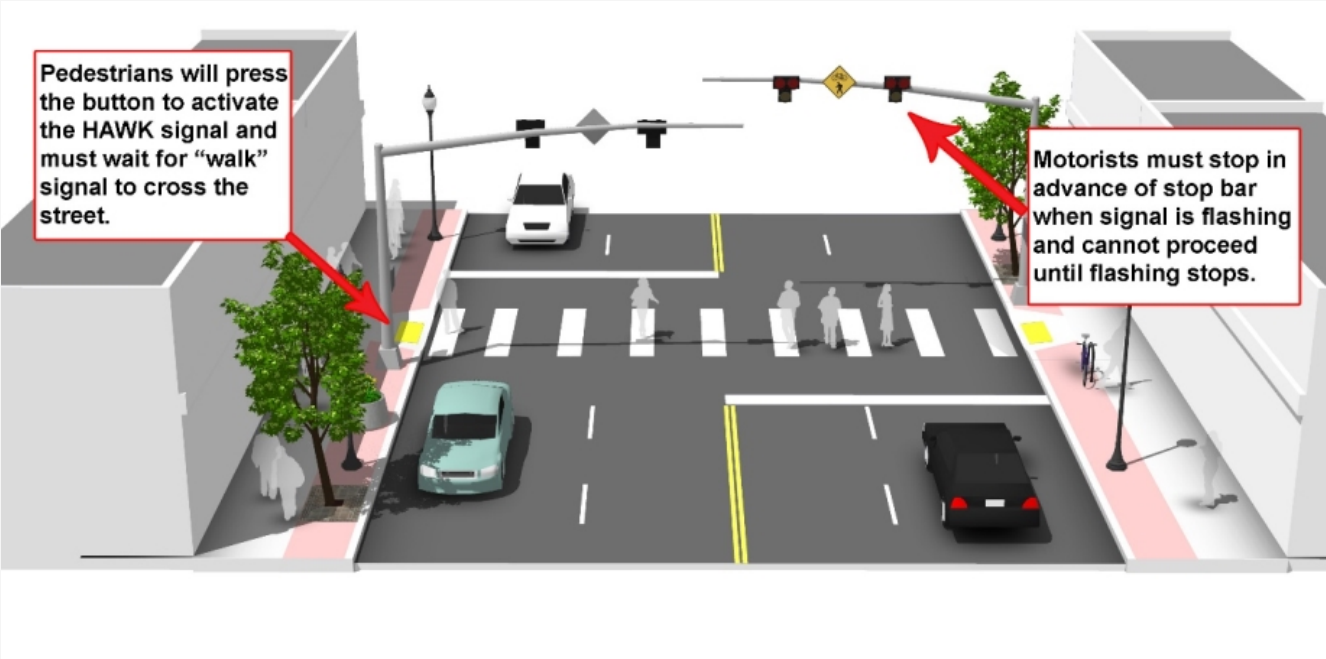
\$1,180,000

Project Limits:

Three intersections on Stoneman Avenue (Briarcliff Drive, Meadowbrook Circle, Meadowbrook Avenue)

Eligible Funding Source: Gas tax, Measure J, SR2S

Identified Funding: \$880,000 HSIP-8, \$300,000 RMRA



Project Description:

Upgrade intersection pavement markings/signage and install pedestrian HAWK signals for existing crosswalks at three intersections on Stoneman Avenue (Meadowbrook Avenue, Meadowbrook Circle, and Briarcliff Drive). Install variable speed warning signs along Stoneman Avenue.

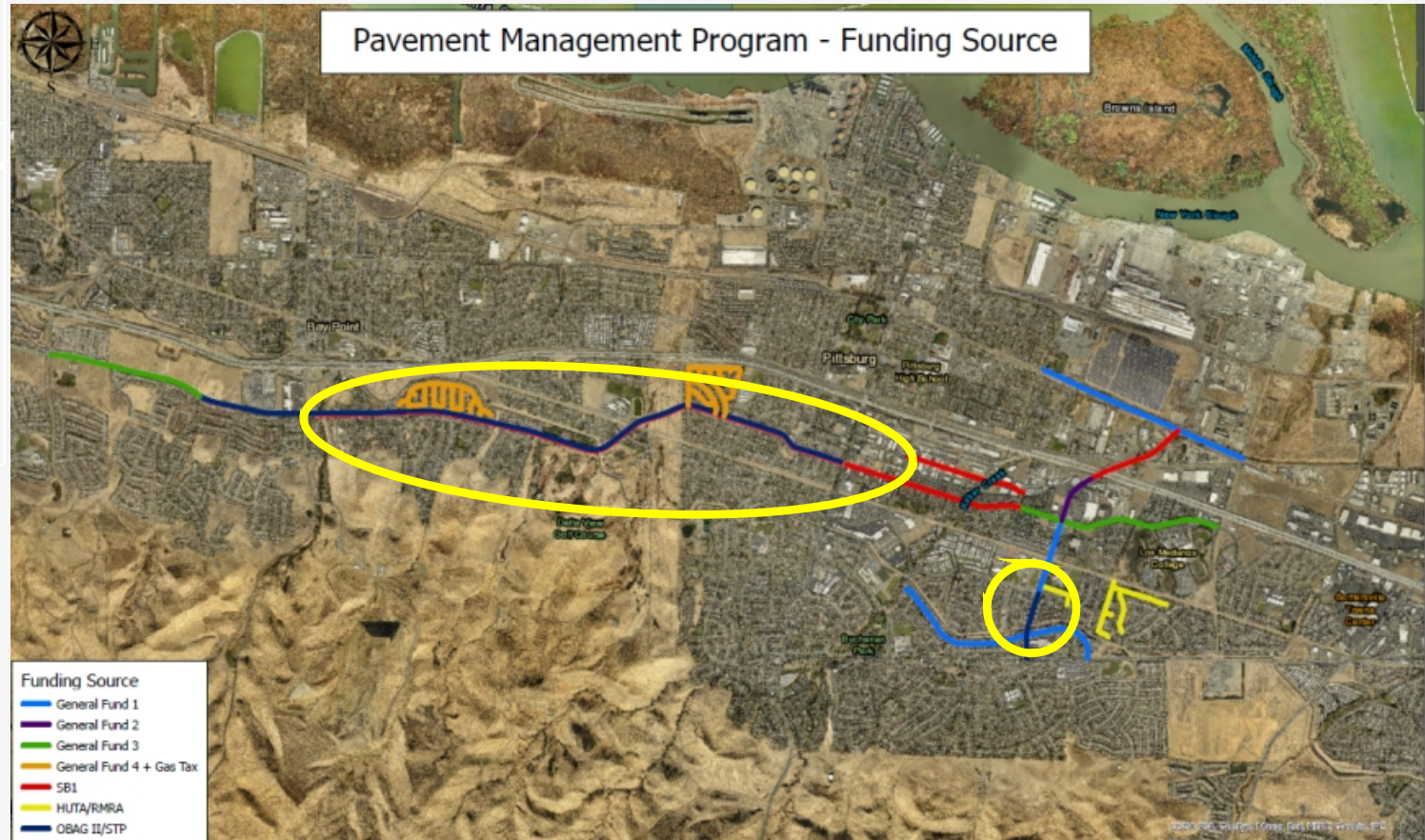
ST-100 STP/OBAG II Pavement Improvement Project



Estimated Project Cost: \$2,710,000	Project Limits: West Leland Road – South Broadway to Railroad Avenue Loveridge Road –Stoneman Avenue to Buchanan Road
	Eligible Funding Sources: Gas Tax, SB-1 Gas Tax (RMRA), Measure J, One Bay Area Grant (OBAG) II/STP
	Identified Funding: \$2,410,000 OBAG II/S, \$300,000 RMRA

Project Description:

This project will rehabilitate the roadway on West Leland Road from Woodhill Drive to Railroad Avenue and Loveridge Road from East Leland Road to Buchanan Road. The project will use a variety of pavement management techniques including crack sealing, base repairs, patch paving, milling, geosynthetics, and other treatments as appropriate to extend the useful life of the roadway.



Annual Traffic Signal Modifications



Estimated Project Cost: \$135,000	Project Limits: Citywide
	Eligible Funding: Gas Tax RMRA
	Identified Funding: Gas Tax RMRA \$100,000



Project Description:

This project is to perform on-going traffic signal timing and modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.



Completed & In Progress Capital Projects



Highlands Ranch Sign Replacement/Repair



Marina Dredge Project



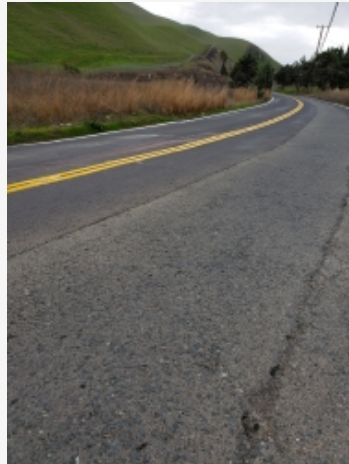
Range Road Sidewalk Widening



Montezuma Pump Station



WTP Raw Water



Bailey Road Striping



SB1 FY 19/20 Pavement Management



FY 19/20 CDBG



14th Street Waterline

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

DATE: December 7, 2020

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

CITY COUNCIL.AGENCY MEMBERS

Jelani Killings, Mayor/Chair
Marilyn Craft, Vice-Mayor/Chair
Holland Barrett White, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, 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)

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for December 7, 2020 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Killings called the meeting of the City Council to order at 7:03 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CITY MANAGER REPORTS/REMARKS

City Manager Evans gave an update on the COVID-19 health order for the City of Pittsburg.

PUBLIC COMMENTS

Comments were received from:

LaJoyce Terrell
Nicole Terrell

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

On Motion by Member Banales, seconded by Vice Mayor/Chair Craft to adopt and carried unanimously.

1. Minutes of November 16, 2020
2. Adoption of a City Council Resolution Declaring Results of the General Municipal Election Held on November 3, 2020

REMARKS AND RECOGNITION OF OUTGOING MAYOR/CHAIR

Mayor Killings addressed his year as Mayor.

Federal Glover, Supervisor Fifth District, congratulated Mayor Killings for a productive year. He also welcomed incoming Mayor Craft and Vice-Mayor White.

Susannah Meyer, Representative of Senator Steve Glazer's Office, also congratulated Mayor Killings for his year as Mayor and welcomed the incoming Mayor and Vice-Mayor.

ADMINISTRATION OF OATH OF OFFICE

City Clerk Evenson administered the Oath of Office to Council Member Juan Antonio Banales and Council Member Jelani Killings.

CITY COUNCIL REORGANIZATION

Selection of Mayor/Chair

On Motion by Mayor Killings and seconded by Member Scales-Preston to select Vice-Mayor/Chair Craft as Mayor/Chair and approved unanimously.

Selection of Vice Mayor/Chair

On Motion by Mayor/Chair Craft and seconded by Member Scales-Preston to select Holland Barrett White as Vice-Mayor/Chair and approved unanimously.

Remarks from new Vice Mayor/Chair

Vice Mayor/Chair White thanked the Council, staff, and the public for the support.

Remarks from new Mayor/Chair

Mayor Craft also thanked everyone for their support and looked forward to the upcoming year.

ADJOURNMENT

The City Council meeting adjourned at 7:53 P.M. to December 21, 2020.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Receive and File the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD) Annual Pre-Winter Inspection Report 2020

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

Fritz McKinley, the General Manager of the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD), has provided for the Board's Information a detailed inspection report and annual report of the GHAD facilities and site conditions.

FISCAL IMPACT

None from this report.

RECOMMENDATION

GHAD Board accept the Pre-Winter Inspection Report 2020 for information purposes only.

BACKGROUND

On March 6, 1995, the Pittsburg City Council adopted Resolution 95-8148 approving the formation of the original GHAD. In February 2001, the original GHAD was dissolved and the Southwest Pittsburg GHAD II was formed and the Board of Directors appointed.

The purpose of the GHAD is to provide a means of financing necessary slope maintenance to reduce the risk of landslides in the City's hillside areas, to maintain certain drainage basins, and to establish a fund to help defray the cost of landslide repairs should a slide occur within the district's boundaries.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

The General Manager's report attached as Exhibit "A" is provided to the Board as a status report of work performed since the previous report in November 2019. The report describes the conditions of facilities and the status of improvements maintained or monitored by the GHAD, reviews the budget status, and discusses upcoming projects.

General highlights of the attached report include the following:

The GHAD's contract geologist inspected facilities and land within the GHAD on October 16, 19 and 20, 2020. The detailed report is attached as Exhibit "A" for Board information.

The GHAD contracted with the City of Pittsburg for its Public Works Department to clean concrete V-ditches in the accepted areas of the District to prepare for the winter rains. This work is expected to be complete by December 31, 2020. The same contractor also performs routine maintenance of areas owned by the District, the Babbling Brook area along San Marco Boulevard, and areas along West Leland Road and within Vista Del Mar subdivision.

Oakhills Subdivision

Observations of the Oakpoint Slope: A 15- to 20-foot long section of a ditch at the base of this slope has a void beneath its downslope side that the geologist recommends be filled with packed soil, controlled density fill, grout or concrete, to reduce the potential for subsequent settlement and cracking of the concrete ditch. GHAD staff and the contractor will take the recommended action to address this condition.

Semi-continuous open soil cracks about 2 inches wide and up to about 6 inches deep were observed parallel to the slope and about 20 feet upslope of the residential structures at 180 and 186 Oakpoint Court. The noted cracking may be related to shrink/swell cycles of expansive soils rather than slope movement and will be monitored.

Observations in Oakpoint Basin: Pavement around a grated drain inlet that collects and directs storm drain flow into the basin appeared buckled, uneven, and cracked. An open soil crack south/southwest of the storm drain inlet. These features maybe related to settlement of fill soils that cover the storm drain pipe that extends into the basin. Open cracks in the pavement will be sealed and the area monitored.

Observations of Shadybrook Slope: The lower central part of the slope exhibits the appearance of an active landslide, including ground bare of grass, bulging and cracking. Over the years several test pits were excavated and logged, and no evidence was observed that would suggest an active landslide. This slope has not failed. As recommended, this area will continue to be monitored during heavy rainfall events and after strong seismic activities.

Observations of Oliveglen Slope: The portion of the south and upslope of Oliveglen Court remains somewhat uneven. Slope movement appeared to have impacted the masonry retaining wall along Oliveglen Court, tilting it slightly. As recommended, this slope section will be monitored after intense rain events.

Vista Del Mar Subdivision

Observations of Santa Lucia Slope: This slope appeared well maintained and swaths have been mapped along all V-ditches. The V-ditches were generally clean of debris and dead grasses. Beyond the concrete trail to the north, a large-scale landslide repair was performed during 2006/2007. The repaired slope appeared stable and no distress was observed across San Marco homes rear lot fence lines or concrete V-ditches.

Observations of the Southern Slopes: While the outline of the headscarp of the large-scale landslide that occurred during the late 2000s remains visible, no observable signs of significant slope movement since the 2019 field inspection were noted. As recommended, this area will be monitored after intense rainstorms and during future inspections.

San Marco Subdivision

Observations of San Marco Slope: The slope face appeared somewhat hummocky approximately 75 feet northeast of Pacific Gas & Electric's middle steel lattice tower near the top of the slope. As recommended, this area will be monitored.

Observations of San Marco Babbling Brook: Construction of the San Marco Boulevard Class I Trail project was completed and partially funded by GHAD II District.

Fiscal Information

An updated Assessment Roll was prepared and submitted by GHAD's consultant, Francisco and Associates, for FY 20/21. Special assessment revenue for the Southwest Pittsburg Geologic Hazard Abatement District II, not including Toscana Bio-Retention Basin, is estimated to be \$956,040.20. The Toscana Bio-Retention Basin assessment is collected and reported separately, and totals \$21,596.40 for FY 20/21.

The GHAD's accumulated reserve (fund balance) as of June 30, 2020, was \$4,453,968.

As of November 24, 2020, GHAD expenses to date for FY 20/21 are \$225,673.

ATTACHMENTS: Exhibit "A" Southwest Pittsburg GHAD II Annual Pre-Winter Report
Exhibit "B" GHAD GE Report
Exhibit "C" Site Plan

Report Prepared By: Fritz McKinley, General Manager

EXHIBIT “A”

2020/21 SOUTHWEST PITTSBURG GHAD II ANNUAL REPORT

By GHAD Staff Gina Haynes, P.E.

INTRODUCTION

The General Manager of the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD) or his staff has traditionally performed an annual report of the GHAD facilities and land within the GHAD areas of responsibility. This report to the Board is a summary of activities performed during the previous year, a description of current and anticipated issues, and description of the current financial status of the GHAD.

The GHAD areas of responsibility continue to increase as development expands in the southwest hills of Pittsburg. City staff continues to perform ongoing maintenance, under contract to the District, throughout the year. Additional maintenance responsibilities will begin when GHAD staff accepts the completion of the remaining basins and hillsides.

MAINTENANCE OUTSIDE THE GHAD

The developers of unfinished tracts remain responsible for maintenance of those parcels not yet accepted by the GHAD. Prior to the completion of the final home built within a basin drainage area, the developer of the tract remains the responsible party. Also, within the Vista Del Mar subdivision three detention basins and the parcel where the landslide occurred (Estate Lots) remain under developer control.

MAINTENANCE OF GHAD FACILITIES

The GHAD has maintenance responsibility for detention ponds within the District where construction is complete. Currently seven detention basins are the responsibility of the GHAD. Oakpoint Basin, Shadybrook Basin, Freshwater Basin, Shadow Hills Basin and San Marco Lower, Middle and Upper Basin (see site plan attached as Exhibit “C”).

The GHAD maintenance contracts this year included cleaning out v-ditches in the hillside areas to prevent erosion and potential for subsequent slope instability. The drainage facilities and areas immediately adjacent to the ditches were also cleared of brush, trash, and debris.

On October 16, 19 and 20, 2020, an inspection of the facilities and land within the GHAD was completed by the GHAD contracted geologist. The corrective maintenance work generated from that report is currently being completed by City maintenance staff under contract with the GHAD. Cut slopes and fill slopes in Oak Hills and San Marco were inspected by the GHAD staff and the GHAD geologist to check for any active slides. The District geotechnical engineer, Campos EPC, has provided a detailed inspection report (attached as Exhibit “B”).

During the annual inspection, the GHAD geologist identified a small landslide on the lower central part at the Shadybrook Slope Repair. This lower central part of the slope exhibits the appearance of an active landslide, including ground bare of grass, bulging, cracking and hummocky. Over the years several test pits were excavated and logged, although, no evidence was observed that would suggest an active landslide. This slope has not failed but minor relaxation, creep and significant open soil cracking persist. This area will continue to be monitored during heavy rainfall events and after strong seismic activities.

On the Southern Slopes in Vista Del Mar, the outline of the headscarp of the large-scale landslide that occurred during the late 2000s remains visible in the field. However, no observable signs indicative of significant slope movement since the 2019 reconnaissance were noted. This area should be monitored after intense rainstorms and during future reconnaissance visits.

Nearly all the concrete V-ditches that are present within the Vista Del Mar Subdivision, to the east of the San Marco Subdivision situated along Santa Lucia Drive are partially plugged with dead grasses and algae growth and need to be cleaned out. GHAD has contracted with the City of Pittsburg, Public Works Department to perform the annual cleaning of all other v-ditches and drainage structures. Public Works is expected to complete necessary cleaning of the inlets and ditches by December 31, 2020.

FY 2020/21 PROJECTS

1. Oakpoint Slope V-Ditch Repair
2. Oakpoint Basin Crack Seal
3. Shadow Hill Basin Crack Seal
4. Green Meadow Slope Burrows Repair

ANNUAL BUDGET

An updated Assessment Roll was prepared and submitted by GHAD's consultant, Francisco and Associates, for FY 20/21. Special assessment revenue for the Southwest Pittsburg Geologic Hazard Abatement District II, not including Toscana Bio-Retention Basin, is estimated to be \$956,040.20. The Toscana Bio-Retention Basin assessment is now collected and reported separately, and totals \$21,596.40 for FY 20/21.

The GHAD's accumulated reserve (fund balance) as of June 30, 2020, was \$4,453,968.

As of November 24, 2020, GHAD expenses to date for FY 20/21 are \$225,673.

SPECIAL PROJECTS/ISSUES

The GHAD has not accepted the land where a landslide took place on the Estate Lot area and three (3) detention basins in the Vista Del Mar subdivision. GHAD's experts recommend installation of subdrains and solar powered pumps to de-water the slide area. The developer of Vista Del Mar is responsible for the cost of this construction, plus a one-time payment for future maintenance and/or replacement of these facilities. GHAD staff has met with the Developer who has not yet agreed to an approach to address the repair. In addition, the Developer has not yet completed minor grading and construction of drainage improvements in the area above the southern end of Alves Ranch Road. Staff has met and corresponded with the Developer to resolve this issue.

During development of Phase 1 of the Alves Ranch Subdivision, the developer will construct stormwater system improvements in the Alves Ranch Basin that meet the regulatory requirements of Section C.3 of the Municipal Regional Stormwater NPDES permit, as required by the Development Agreement. After the work is complete the Developer will dedicate the basin to the GHAD. Staff expects the homeowners in Alves Ranch Subdivision to fund the maintenance and replacement of that C.3 facility through an GHAD assessment fee.

Construction of Contract 2015-03, San Marco Boulevard Class I Trail project was completed and partially funded by GHAD II District.



Date: November 6, 2020

From: Sadek Derrega

To: Ms. Gina Haynes, PE
Senior Civil Engineer
City of Pittsburg, Engineering Division
65 Civic Avenue
Pittsburg, California 94565
GHaynes@ci.pittsburg.ca.us

Subject: Tenth Annual Engineering Geologic Site Reconnaissance Observations Report for Slopes and Open Space Areas within the Southwest Pittsburg Geologic Hazards Abatement District Jurisdiction in Pittsburg, California

Dear Ms. Haynes:

At your request, we have prepared this letter report to provide the Pittsburg Southwest Geologic Hazards Abatement District (SW GHAD) with a summary of our annual 2020 site reconnaissance observations made by our Engineering Geologist (EG) on October 16, 19 and 20, 2020. Our site reconnaissance visits covered open space areas located within the Oak Hills, Vista Del Mar, and San Marco residential subdivisions in Pittsburg that are within the jurisdiction of the SW GHAD management. The field reconnaissance covered cut and fill slopes, previous landslide repair areas, several detention basins, water reservoir areas, and drainage improvements such as concrete V-ditches, storm drain inlets, and terraces/benches on slopes. The attached Plate 1, Site Plan, shows the slope and basin areas that were observed during our reconnaissance and which we discuss in detail below. Our EG has performed these annual reconnaissance visits for the last ten years and the last slope reconnaissance report was dated October 22, 2019.

Our opinions and conclusions presented herein were mostly based on our EG's observations and knowledge of the history of the discussed areas. Our engineering geologic services were provided on behalf of the SW GHAD management in accordance with our current consulting services agreement with the City of Pittsburg (City). No subsurface exploration or geotechnical laboratory testing were performed as part of our current services.

SUMMARY OF OBSERVATIONS WITHIN OAK HILLS SUBDIVISION

Oakpoint Basin

- o The basin's bottom and side slopes appeared to have been mowed and cleared of long grasses recently. The inlet/outlet structures and spillway appeared free of long grasses and debris.
- o Heavy animal burrowing was observed on the basin's side slopes. The basin's two inlets and outlet areas in addition to the basin's spillway appeared clear of long grasses and debris.
- o No slope instabilities were observed on the basin's side slopes including the north-facing exterior slope. See attached Site Photos, Figures 2 and 3.

- o Open pavement cracks and settlement near and around the storm drain inlet situated along Oakpoint Court and leading to the basin's eastern inlet coupled with an open crack in the concrete curb crease were observed and reported in the 2019 annual reconnaissance letter. The noted distress is most likely associated with settlement of the storm drain trench backfill. The open cracks in the pavement and concrete curb crease should be sealed to decrease water infiltration and lower the potential for additional distress. If left unchecked, increased water infiltration could adversely impact the stability of the abutting basin's southeastern slope. Self-leveling, rubber-based bituthene sealant should be utilized to infill and seal the noted cracks. See Site Photos, Figures 4 through 6.

Oakpoint Slope

- o In general, all J-ditches on this slope appeared clean and free of debris. A swath above and below the J-ditches on this slope have been mowed and cleared of long dead grasses.
- o The soil beneath the easternmost 15- to 20-foot long section of the second J-ditch (1st ditch is at base of slope) appeared to have pulled away due to soil creep, which has caused a void beneath the concrete-lined ditch. To help reduce the potential for subsequent settlement and cracking of the concrete ditch, the void should be filled with soil and packed/tamped or filled with controlled density fill (CDF), or concrete as was recommended in the 2019 letter. See Site Photos, Figures 7 and 8.
- o Semi-continuous and near horizontal open soil cracks measuring up to about 2 inches in width and 6 inches in depth were observed between the eastern end of the 2nd J-ditch and the residential properties present along the toe of the slope (180 and 186 Oakpoint Court). This area appeared to be experiencing significant soil creep and a minor headscarp appeared to have developed since the 2019 reconnaissance visit.
- o As was described in previous annual slope reconnaissance reports, the central slope area between the 2nd and 3rd J-ditches located upslope of 155 Oakpoint Court has experienced significant soil creep which has led to minor headscarp development and disjoining and cracking of the noted J-ditches. This area was explored via test pit excavations in the past and landslide rupture surfaces were not encountered in the test pits. The J-ditch distress was attributed to fill settlement and fill creep along its lower contact with the underlying bedrock. However, the potential for future slope failure was not fully ruled out. We anticipate the soil creep activities and potentially adverse impact to continue at this and the area to the west described in the above bulleted item. These two soil creep areas should be monitored after intense storm events and during future slope reconnaissance visits.

Oliveglen and Whispering Oaks Slopes

- o The portion of slope situated between Oliveglen Court cul-de-sac and Oakcrest Place remained hummocky, angular and uneven, which is indicative of surficial slope movement due to soil creep and slope relaxation. The noted slope movement appeared to have impacted the stacked masonry retaining wall present along the Oliveglen Court cul-de-sac tilting it slightly. This feature has persisted and was reported in previous annual reconnaissance reports over the years. However, no significant or observable change had occurred over the last few years. This slope section should be monitored after intense rain events and during future slope reconnaissance visits.
- o The upper V-ditch (lower ditch is at toe of slope) section situated along the northeastern part of the overall slope situated between the U-shaped Oak Crest Place and Fieldgate Drive is partially filled with soil and manmade debris (plastic bottles and paper). We also observed more than 100 plastic and glass bottles strewn about as a debris field on the slope face section positioned between the upper V-ditch and the top of the slope in this area. The debris in the V-ditch and along the slope face should be removed in order to prevent it from collecting in the upper V-ditch and potentially impact its functionality (see Site Photos, Figures 9 and 10). Another smaller plastic/glass bottle debris field was observed on the north-facing slope portion immediately behind (north of) and downslope of 435 Oak Crest Place.

- The slope areas near Whispering Oaks Court and Shadelands Court are free of any fresh slope failures or significant erosion scars.

Shadybrook Basin

- The basin's interior side slopes appeared even and uniform. The landslide deposit present along the relatively high slope abutting the basin along its western side showed no signs of recent reactivation or movement.
- The raised overflow structure appeared clean and free of debris. However, the basin's depressed outlet is surrounded with long dead grasses which should be cleared. See Site Photos, Figure 11.

Shadybrook Slope Repair

- The lower central part of this north-facing slope (upslope of Dawnview Court) has appeared hummocky, uneven, slightly bulging, riddled with open soil cracks that are more than a foot deep, and spotted with patches of grass-free bare ground for many years. Several test pits were excavated and logged by the project EG in 2013 within the impacted area but no evidence was observed of active landsliding and the causation was attributed to slope creep and relaxation. During our 2020 site visit, we observed minor headscarps to have developed along the margin of the noted area as is shown on Site Photos, Figures 12 and 13. While the slope portion of concern has not failed yet and the observed features have persisted over the years, the potential for slope failure cannot be ruled out. This slope area should be monitored after intense rainstorms and during future slope reconnaissance visits.
- Near the western end of the lowest V-ditch along the toe of the overall slope, the storm drain inlet appeared to be partially blocked with dead grasses (see Figure 14). The noted debris should be removed before the onset of the rainy season.

Shadybrook Water Reservoir

- Conditions along the paved access roadway, the northern and eastern slopes and the southern relatively high cut slope essentially remained unaltered. No slope instabilities were noted and the concrete V-ditches along the access roadway and the cut slope appeared clean of debris.

Southwood Basin

- The basin northern outlet was observed to be clean and free of debris.
- The linear open soil cracks that were observed and reported along the top of the basin's eastern slope (immediately to the west of Southwood Drive) during previous slope reconnaissance visits persist although conditions have remained essentially the same since last year. The ground surface along the top of the slope in the area of the noted soil cracking appears to have slightly down dropped and become depressed against the back of the sidewalk (see Site Photos, Figures 15 and 16). A localized future slope failure at this location cannot be ruled out and the area should be observed after intense rainstorm events and during future reconnaissance visits.

Woodhill Slope

- Swaths up and downslope of the concrete V-ditches have been mowed recently and the ditches appeared well maintained and clear of debris and obstruction.
- The condition of the overall slopes in this area appeared free of slope instabilities and have essentially remained unaltered for years. Portions of the northeastern and eastern slopes appeared to have been burned by a recent fire.

Dawnview Court Water Reservoir

- The area of the reservoir, the adjacent slopes and concrete V-ditches appeared to be well maintained. No slope failures or significant disturbances were observed and the ditches appeared to be free of dead grasses and debris.

Havenwood Slopes

- The slopes in this area appeared to be performing well and conditions have generally remained unaltered since the 2019 reconnaissance. However, the two higher V-ditches appeared to be partially covered with long dry grasses along their eastern ends, which should be removed (see Site Photos, Figures 17 and 18).

Shadow Hill Basin

- The basin's side slopes appeared to be free of slope instabilities and the basin bottom was observed to be recently mowed and free of debris and long vegetation.
- The paved walkway extending southwestward from the Shadow Hill Basin to Fairside Court appeared heavily cracked along its western side. To help prevent further pavement cracking and deterioration, the noted cracks may be sealed with rubberized-asphalt sealant (See Site Photos, Figure 19).
- The basin's side slopes appeared to have been subjected to heavy animal burrowing. This is generally true of nearly all the basin slope within the SW GHAD jurisdiction limits (see Site Photos, Figure 20).
- The northern end of the concrete V-ditch that parallels the above-noted paved walkway along its western side contained debris and some dead grasses with some old wooden fence planks spanning it. The V-ditch should be cleaned of the observed debris (see Site Photos, Figure 21).
- The southern end of the paved walkway is separated from Woodhill Drive by a small play area with a concrete V-ditch marking the northern limit of the play area. The inlet of this V-ditch is partially plugged with leaves and organic debris, which should be cleaned out (see Site Photos, Figure 22).

SUMMARY OF OBSERVATIONS WITHIN VISTA DEL MAR (VDM) DEVELOPMENT

Green Meadow Slope

- The eastern end of the concrete V-ditch at mid-slope contains leaves and organic debris, which should be removed (see Site Photos, Figure 23). The slope face in this area seemed to have been disturbed heavily by mowing equipment causing it to become bare (see Site Photos, Figure 24). Manually operated equipment should be used to cut the wild grasses in this area in the future instead of motorized mowers to avoid disturbance to the slope face, which would increase the potential for slope erosion and ground scarring.
- East and upslope of the Galveston Bay Court cul-de-sac, the sloping ground surface appeared hummocky due to soil creep and heavy animal burrowing. Some of the observed burrows appeared relatively large (see Site Photos, Figure 25) and they should be backfilled with the excavated soil to prevent additional disturbance to the slope face. Area should be monitored during future slope reconnaissance visits.
- Debris, which should be removed, was observed partially blocking the western storm drain inlet at the concrete V-ditch extending along the top of the retaining wall present near the southeast corner of Kapalua Bay Circle.

Santa Lucia Slope

- In general, this slope appeared well maintained and swaths have been mapped along all V-ditches. The V-ditches were generally clean of debris and dead grasses.
- Beyond the concrete pedestrian trail, leading to the San Marco Subdivision, to the north, a large-scale landslide partial repair was performed during 2006/2007. The repaired slope appeared stable and no signs indicative of slope movement or stress were observed on the slope face or across the existing concrete V-ditches.

Southern VDM Slopes

- All three storm drain inlets within the concrete V-ditch paralleling the paved sloping access road leading to the Southern VDM Slopes appeared partially blocked with dead grasses and algae growth. The noted inlets and concrete V-ditch itself should be cleaned out.
- The 6-inch diameter subdrain outlet pipe daylighting into the concrete V-ditch about half-way up the paved access road is actively and continuously discharging water that is rich in calcium carbonate, which precipitates at the subdrain pipe's opening partially blocking it (see Site Photos, Figure 26). Heavy algae growth was also noted around the pipe outlet and within the V-ditch in this area (see Figure 27). The pipe's opening should be cleaned of the observed mineralization and algae debris within the V-ditch removed.
- The outline of the headscarp of the large-scale landslide that occurred along the Southern VDM Slopes during the late 2000s remains visible in the field. However, no observable signs indicative of significant slope movement since the 2019 reconnaissance were noted. This area should be monitored after intense rainstorms and during future reconnaissance visits.
- Basins A through C that were constructed along the east side of the creek channel bordering the Vista Del Mar subdivision along its eastern side and extending upslope to the south beyond Freshwater Basin appeared to be free of significant sediment and debris and the wooden retaining walls appeared intact and erect. We did not access these basins and they were only observed from the top of the ridge at the Vista Del Mar subdivision.

Freshwater Basin

- In general, conditions remained essentially the same since the 2019 reconnaissance. However, the interior of the basin is blanketed with long wild dead grasses except for the northern basin side slope, which appeared to have been mowed recently.

SUMMARY OF OBSERVATIONS WITHIN SAN MARCO DEVELOPMENT

San Marco Slope

- The conditions along this north-facing slope remained essentially the same since the 2019 reconnaissance visit. The slope face appeared somewhat hummocky approximately 75 feet to the northeast of Pacific Gas & Electric's middle steel lattice tower present near the top of the overall slope. This area should be monitored as part of future slope reconnaissance visits.

San Marco Detention Basins and Babbling Brook

- The Upper, Middle, and Lower San Marco Detention Basins appeared to have long grasses and brush although their bottom. However, functionality of the basins and the brook did not appear to have been impacted adversely. Interior side slopes remained free of instabilities. The Babbling Brook was observed to be dry and its rocky check dams appeared to be in good condition.

LIMITATIONS AND CLOSURE

This review has been performed at the request of the Southwest Pittsburg GHAD (District) management. Our role was intended to provide field observations and technical advice to assist the District in its discretionary maintenance/evaluation decisions. Our services have been limited to our described observations at the described areas herein. We have employed accepted engineering geologic procedures, and our professional opinions and conclusions are made in accordance with generally accepted engineering geologic principles and practices that exist in the San Francisco Bay Area at the time this letter was written. No other warranty is expressed or implied.

CLOSURE

We appreciate the opportunity to provide engineering geologic services to the City of Pittsburg. Please contact Sadek Derrega at (209) 361-4124 if you have any questions or require additional information.

Very truly yours,

Campos EPC

Sadek M. Derrega

[*Sadek M. Derrega*](#)

Sadek M. Derrega, PG, CEG
Senior Engineering Geologist

Attachments:

Figure 1	Site Plan
Figures 2-27	Site Photos



SITE PLAN
GHAD 2020 ANNUAL RECONNAISSANCE
OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS
PITTSBURG CALIFORNIA

SOUTHWEST PITTSBURG
GEOLOGIC HAZARD ABATEMENT DISTRICT
PITTSBURG, CALIFORNIA

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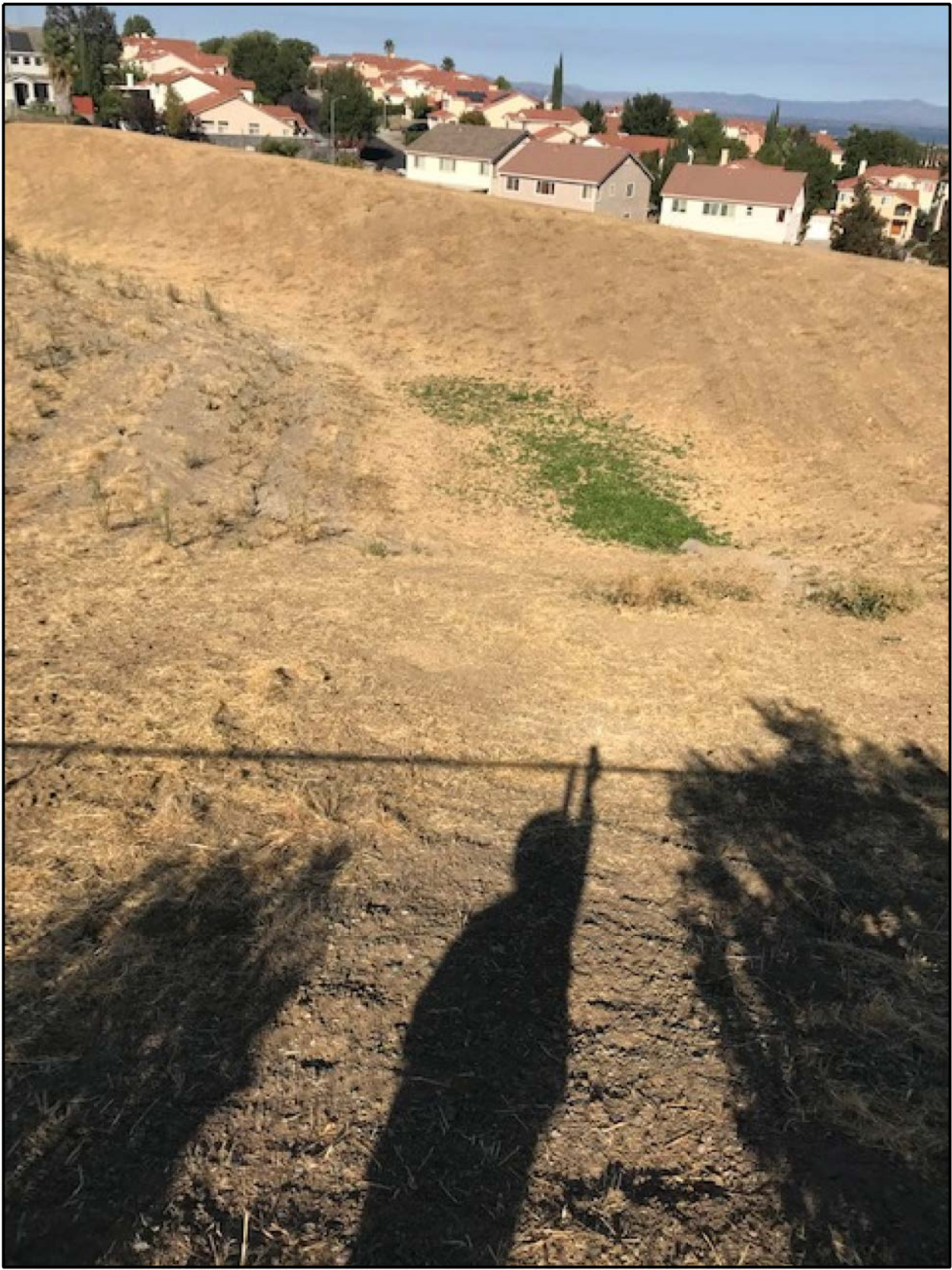

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FIGURE NO. 01

SCALE: AS SHOWN DATE: 11/06/20

REV

ORDER NUMBER:
N/A



● OAKPOINT BASIN

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 02		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT PITTSBURG, CALIFORNIA				



- OAKPOINT BASIN

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	FIGURE NO. 03	
	SCALE: N/A	DATE: 11/06/20
	ORDER NUMBER: N/A	
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- OAKPOINT BASIN

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		ORDER NUMBER: N/A		
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT PITTSBURG, CALIFORNIA				



● OAKPOINT BASIN

SITE PHOTO
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FIGURE NO. 05

SCALE: N/A	DATE: 11/06/20
ORDER NUMBER: N/A	

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NOTE CRACK IN
CONCRETE CURB



● OAKPOINT BASIN

SITE PHOTO
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PITTSBURG, CALIFORNIA



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FIGURE NO. 06

SCALE: N/A DATE: 11/06/20

ORDER NUMBER:
N/A

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● 2019 PHOTO



● OAKPOINT SLOPE

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 07		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		



● OAKPOINT SLOPE

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 08		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		



● OLIVEGLEN SLOPE

SITE PHOTO
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FIGURE NO. 09			REV
SCALE:	N/A	DATE: 11/06/20	
ORDER NUMBER: N/A			



● OLIVEGLEN
SLOPE

SITE PHOTO
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FIGURE NO. 10			REV
SCALE:	N/A	DATE: 11/06/20	
ORDER NUMBER: N/A			



● SHADYBROOK BASIN

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		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		

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			SCALE: N/A	DATE: 11/06/20	REV
			ORDER NUMBER: N/A		

SOUTHWEST PITTSBURG
GEOLOGIC HAZARD ABATEMENT DISTRICT
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● SHADYBROOK
SLOPE

SITE PHOTO
GHAD 2020 ANNUAL RECONNAISSANCE
OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS
PITTSBURG CALIFORNIA

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GEOLOGIC HAZARD ABATEMENT DISTRICT
PITTSBURG, CALIFORNIA



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FIGURE NO. 13			REV
SCALE:	N/A	DATE: 11/06/20	
ORDER NUMBER:		N/A	



● SHADYBROOK SLOPE

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		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		

SOUTHWEST PITTSBURG
GEOLOGIC HAZARD ABATEMENT DISTRICT
PITTSBURG, CALIFORNIA

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● 2019 PHOTO



● SOUTHWOOD BASIN

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA		FIGURE NO. 15		
		SCALE: N/A	DATE: 11/06/20	REV
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT PITTSBURG, CALIFORNIA		ORDER NUMBER: N/A		


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● SOUTHWOOD BASIN

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		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		



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GEOLOGIC HAZARD ABATEMENT DISTRICT
PITTSBURG, CALIFORNIA



● HAVENWOOD SLOPE

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 17		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		



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● HAVENWOOD SLOPE

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 18		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		



- SHADOW HILL
BASIN WALKWAY

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 19		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT PITTSBURG, CALIFORNIA				



● SHADOW HILL BASIN

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 20		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT PITTSBURG, CALIFORNIA				
495				



- SHADOW HILL
BASIN AREA

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA		FIGURE NO. 21		
		SCALE: N/A	DATE: 11/06/20	REV
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT PITTSBURG, CALIFORNIA		ORDER NUMBER: N/A		



- SHADOW HILL
BASIN WALKWAY

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 22		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT PITTSBURG, CALIFORNIA				



- GREEN MEADOW SLOPE

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 23		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		

SOUTHWEST PITTSBURG

GEOLOGIC HAZARD ABATEMENT DISTRICT

PITTSBURG, CALIFORNIA



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● GREEN MEADOW SLOPE

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 24		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT PITTSBURG, CALIFORNIA				



● GREEN MEADOW
SLOPE

SITE PHOTO
GHAD 2020 ANNUAL RECONNAISSANCE
OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS
PITTSBURG CALIFORNIA

SOUTHWEST PITTSBURG
GEOLOGIC HAZARD ABATEMENT DISTRICT
PITTSBURG, CALIFORNIA



2000 Crow Canyon place, Suite 330, San Ramon, CA 94583
(925) 277-1224

FIGURE NO. 25

SCALE: N/A DATE: 11/06/20

ORDER NUMBER:
N/A

REV



- SOUTHERN VISTA
DEL MAR SLOPES

SITE PHOTO GHAD 2020 ANNUAL RECONNAISSANCE OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS PITTSBURG CALIFORNIA	 CAMPOS EPC 2000 Crow Canyon place, Suite 330, San Ramon, CA 94583 (925) 277-1224	FIGURE NO. 26		
		SCALE: N/A	DATE: 11/06/20	REV
		ORDER NUMBER: N/A		

SOUTHWEST PITTSBURG
GEOLOGIC HAZARD ABATEMENT DISTRICT
PITTSBURG, CALIFORNIA



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- SOUTHERN VISTA
DEL MAR SLOPES

SITE PHOTO
GHAD 2020 ANNUAL RECONNAISSANCE
OAK HILLS, VISTA DEL MAR & SAN MARCO SUBDIVISIONS
PITTSBURG CALIFORNIA

SOUTHWEST PITTSBURG
GEOLOGIC HAZARD ABATEMENT DISTRICT
PITTSBURG, CALIFORNIA



2000 Crow Canyon place, Suite 330, San Ramon, CA 94583
(925) 277-1224

FIGURE NO. 27

SCALE: N/A DATE: 11/06/20

ORDER NUMBER:
N/A

REV



**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 Pittsburg Arts and Community Foundation and City of Pittsburg Resolutions Approving a Financing Agreement Between the Pittsburg Arts and Community Foundation and the City of Pittsburg for the Renovation of the California Theatre

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

The City's renovation efforts of the California Theatre have been on and off due to funding for almost two decades. In 2010, Phase I of the renovation formally commenced, enabling the California Theatre to reopen to the public in 2013. However, due to funding, the second floor balcony was not completed. The Pittsburg Arts and Community Foundation (PACF) received a \$1,000,000 donation (Donation) from the John H. and Regina K. Scully Foundation (Foundation) to complete the renovations of the California Theatre. PACF and the City propose to enter into a Financing Agreement (Agreement) that will allow the City to oversee the renovations efforts of the California Theatre and authorize PACF to pay for the expenses related to the renovations.

FISCAL IMPACT

If the Resolutions are approved, the City will oversee the renovations and review the progress payments and invoices received from the contractor and various consultants working on the California Theatre. Upon completion of the City's review, the progress payments and invoices will be submitted to PACF for processing and payment.

PACF will use the Donation to pay for progress payments and invoices for the design revisions, construction of the balcony and theater seating, installation of a Garaventa lift for accessibility for the disabled, and other improvements needed to provide the best possible theater experience (collectively, the "Project").

PACF will process, prepare, and submit the necessary documents to the Foundation so that disbursements of the Donation are made by the Foundation to PACF, pursuant to the Donation Agreement.

RECOMMENDATION

Adopt the attached Resolutions approving an Agreement between PACF and the City.

BACKGROUND

On January 22, 2002, Redevelopment Agency Resolution 02-813 commissioned a stabilization study of the California Theatre.

On October 6, 2003, Redevelopment Agency Resolution 03-925 retained the services of Venue Tech and Architectural Resources Group (Architect) for the purpose of developing a market and feasibility study for the California Theatre.

On April 3, 2006, Redevelopment Agency Resolution 06-1116 authorized the Executive Director to enter into a consultant agreement with the Architect for the purpose of developing the plans and specification for Phase I of the restoration of the California Theatre.

In 2006 and 2007, the evacuation of bats and the removal of hazardous materials such as bat guano, mold, and asbestos were undertaken by various contractors in order to remediate the theater to a condition that will safely allow human occupation.

On June 21, 2010, Redevelopment Agency Resolution 10-1422 authorized the use of Redevelopment Agency funds for Phase I of California Theatre which included seismic strengthening and rehabilitation. In addition, City Resolution 10-11445 awarded the California Theatre Seismic Strengthening and Rehabilitation Phase I Project – Contract 2005-11 to AJF/BHM A Joint Venture. Contract 2005-11 completed the first floor, the second floor (not including the second floor balcony), lobby, exterior, roof and seismic upgrades.

The California Theatre reopened to the public on January 19, 2013. Since its opening, the theater has shown countless movies, hosted many community plays, and has showcased various comedy acts such as Cedric the Entertainer and George Lopez.

On July 7, 2017, City Resolution 17-13351, approved the allocation of funds to California Theatre Improvements Project, which included the exterior emergency stairwell and second floor HVAC.

On October 19, 2020 PACF Resolution 20-077 approved the donation agreement between PACF and the Foundation, and accepted the Donation to be used for the completion of the Project.

SUBCOMMITTEE FINDINGS

On September 3, 2020, the PACF Subcommittee discussed the Donation and its use.

STAFF ANALYSIS

Because PACF does not have the staff with technical expertise and experience to facilitate the completion of the Project, and because the California Theatre is a City asset, the City will perform the work necessary to complete the Project, which include but are not limited to: 1) contracting, and managing the architectural, construction, and project management

contracts; 2) meeting with the architect, contractor, and project manager overseeing the Project; 3) reviewing the plans and specification; 4) reviewing the progress payments and invoices.

Upon completing the review of the progress payments and invoices, the City will submit them to PACF for processing and payment.

The Project is anticipated to be completed by summer 2021.

ATTACHMENTS: PACF Resolution
 City Resolution
 Financing Agreement

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

BEFORE THE GOVERNING BOARD OF THE PITTSBURG ARTS
AND COMMUNITY FOUNDATION

In the Matter of:

Adoption of a Pittsburg Arts and Community	)	
Foundation Resolution Approving a Financing	)	
Agreement Between the Pittsburg Arts and	)	RESOLUTION NO.
Community Foundation and the City of	)	
Pittsburg for the Renovation of the California	)	
Theatre	)	

The Governing Board of the Pittsburg Arts and Community Foundation Inc. FINDS AND DETERMINES as follows:

WHEREAS, on October 19, 2020, PACF Resolution 20-077, approved the donation agreement (Donation Agreement) between the Pittsburg Arts and Community Foundation Inc. (PACF) John H. and Regina K. Scully Foundation (Foundation), whereby the Foundation is donating \$1,000,000 (Donation) to PACF; and

WHEREAS, the Donation is to be used for the design revisions, and construction of the balcony and theater seating, installation of a Garaventa lift for accessibility for the disabled, and other improvements needed to provide the best possible theater experience (collectively, the "Project"); and

WHEREAS, because PACF does not have the staff with technical expertise and experience to facilitate the completion of the Project, and because the California Theatre is a City asset, the City will perform the work necessary to complete the Project, which include but are not limited to: 1) contracting, and managing the architectural, construction, and project management contracts; 2) meeting with the architect, contractor, and project manager overseeing the Project; 3) reviewing the plans and specification; 4) reviewing the progress payments and invoices.

NOW, THEREFORE, the Governing Board of the Pittsburg Arts and Community Foundation Inc. DOES RESOLVE as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective finance agreement (Finance Agreement) and staff report.

Section 2. The Governing Board of the PACF hereby adopts this Resolution approving the Finance Agreement and the use of the Donation to pay for the progress payments and invoices related to the Project. Upon completion of the City's review, the progress payments and invoices will be submitted to PACF for processing and payment.

Section 3. The Executive Director is hereby authorized to take such further actions as may be necessary or appropriate to carry out the Governing Board's obligations pursuant to this Resolution.

Section 4. The Agency Secretary shall certify to the adoption of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburgh Arts and Community Foundation at a regular meeting on the 21st day of December 2020 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Approving a Financing Agreement Between)
The Pittsburg Arts and Community) RESOLUTION NO.
Foundation and the City of Pittsburg for the)
Renovation of the California Theatre)

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the City's renovation efforts of the California Theatre have been on and off due to funding for almost two decades; and

WHEREAS, on January 22, 2002, Redevelopment Agency Resolution 02-813 commissioned a stabilization study of the California Theatre; and

WHEREAS, on October 6, 2003, Redevelopment Agency Resolution 03-925 retained the services of Venue Tech and Architectural Resources Group (Architect) for the purpose of developing a market and feasibility study for the California Theatre; and

WHEREAS, on April 3, 2006, Redevelopment Agency Resolution 06-1116 authorized the Executive Director to enter into a consultant agreement with the Architect for the purpose of developing the plans and specification for Phase I of the restoration of the California Theatre; and

WHEREAS, in 2006 and 2007, the evacuation of bats and the removal of hazardous materials such as bat guano, mold, and asbestos were undertaken by various contractors in order to remediate the theater to a condition that will safely allow human occupation; and

WHEREAS, on June 21, 2010, Redevelopment Agency Resolution 10-1422 authorized the use of Redevelopment Agency funds for Phase I of California Theatre which included seismic strengthening and rehabilitation. In addition, City Resolution 10-11445 awarded the California Theatre Seismic Strengthening and Rehabilitation Phase I Project – Contract 2005-11 to AJF/BHM A Joint Venture. Contract 2005-11 completed the first floor, the second floor (not including the second floor balcony), lobby, exterior, roof and seismic upgrades; and

WHEREAS, the California Theatre reopened to the public on January 19, 2013. Since its opening, the theater has shown countless movies, hosted many community plays, and has showcased various comedy acts such as Cedric the Entertainer and George Lopez; and

WHEREAS, on July 7, 2017, City Resolution 17-13351, approved the allocation of funds to California Theatre Improvements Project, which included the exterior emergency stairwell and second floor HVAC; and

WHEREAS, on October 19, 2020, PACF Resolution 20-077, approved the donation agreement (Donation Agreement) between the Pittsburg Arts and Community Foundation Inc. (PACF) John H. and Regina K. Scully Foundation (Foundation), whereby the Foundation is donating \$1,000,000 (Donation) to PACF; and

WHEREAS, the Donation is to be used for the design revisions, and construction of the balcony and theater seating, installation of a Garaventa lift for accessibility for the disabled, and other improvements needed to provide the best possible theater experience (collectively, the "Project").

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

- Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective finance agreement (Finance Agreement) and staff report.
- Section 2. The City Council hereby adopts this Resolution approving the Finance Agreement.
- Section 3. Because PACF does not have the staff with technical expertise and experience to facilitate the completion of the Project, and because the California Theatre is a City asset, the City will perform the work necessary to complete the Project, which include but are not limited to: 1) contracting, and managing the architectural, construction, and project management contracts; 2) meeting with the architect, contractor, and project manager overseeing the Project; 3) reviewing the plans and specification; 4) reviewing the progress payments and invoices. Upon completion of the City's review, the progress payments and invoices will be submitted to PACF for processing and payment.
- Section 4. The City Manager is hereby authorized to take such further actions as may be necessary or appropriate to carry out the City Council's obligations pursuant to this Resolution.
- Section 5. The City Clerk shall certify to the adoption of this Resolution.
- Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December 2020 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, Agency Secretary

**A FINANCING AGREEMENT BETWEEN THE PITTSBURG ARTS AND COMMUNITY
FOUNDATION AND THE CITY OF PITTSBURG
FOR THE RENOVATION OF THE CALIFORNIA THEATRE**

This Financing Agreement (Agreement) is entered into December 22, 2020 (Effective Date) by and between the Pittsburgh Arts and Community Foundation, a nonprofit organization (PACF) and the City of Pittsburgh, a municipal corporation (City); PACF and the City are collectively referred to as the “Parties”.

RECITALS

A. . On January 22, 2002, Redevelopment Agency Resolution 02-813 commissioned a stabilization study of the California Theatre.

B. On October 6, 2006, Redevelopment Agency Resolution 03-925 retained the services of Venue Tech and Architectural Resources Group for the purpose of developing a market and feasibility study for the California Theatre.

C. On April 3, 2006, Redevelopment Agency Resolution 06-1116 authorized the Executive Director to enter into a consultant agreement with the Architect for the purpose of developing the plans and specification for Phase I of the restoration of the California Theatre.

D. In 2006 and 2007, the evacuation of bats and the removal of hazardous materials such as bat guano, mold, and asbestos were undertaken by various contractors in order to remediate the theater to a condition that will safely allow human occupation.

E. On June 21, 2010, Redevelopment Agency Resolution 10-1422 authorized the use of Redevelopment Agency funds for Phase I of California Theatre which included seismic strengthening and rehabilitation. In addition, City Resolution 10-11445 awarded the California Theatre Seismic Strengthening and Rehabilitation Phase I Project – Contract 2005-11 to AJF/BHM A Joint Venture. Contract 2005-11 completed the first floor, the second floor (not including the second floor balcony), lobby, exterior, roof and seismic upgrades.

F. The California Theatre reopened to the public on January 19, 2013. Since its opening, the theater has shown countless movies, hosted many community plays, and has showcased various comedy acts such as Cedric the Entertainer and George Lopez.

G. On October 19, 2020 PACF Resolution 20-077 approved the donation agreement (Donation Agreement) between PACF and the John H. and Regina K. Scully Foundation (Foundation), and accepted a \$1,000,000 donation (Donation) to be used for the design revisions, construction of the balcony and theater seating, installation of a

Garaventa lift for accessibility for the disabled, and other improvements needed to provide the best possible theater experience (collectively, the “Project”).

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereby agree as follows:

1. City Responsibilities and Obligations.

The City shall perform the efforts necessary to complete the Project, which include but are not limited to: 1) contracting, and managing the architectural, construction, and project management contracts; 2) meeting with the architect, contractor, and project manager overseeing the Project; 3) reviewing the plans and specification; 4) reviewing the progress payments and invoices.

2. PACF Responsibilities and Obligations.

PACF shall process the progress payments and invoices reviewed by the City and use the Donation to pay for said progress payments and invoices.

PACF will process, prepare, and submit the necessary documents to the Foundation so that disbursements of the Donation are made, pursuant to the Donation Agreement.

3. Further Assurances.

The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

4. No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement except as specifically set forth herein.

5. Venue and Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action by any party to this agreement shall be brought in the appropriate court of competent jurisdiction within the County of Contra Costa, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

6. Severability.

If any term, provision, covenant or condition contained in this Agreement or the application thereof to any person, party, transaction or circumstance is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of such provision to other persons, parties, transactions or circumstance shall not be affected thereby.

7. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one instrument.

8. Amendments.

This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed by the Parties.

9. Effect of Waiver.

No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

10. Captions; Entire Agreement.

The section headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. Any amendment to this Agreement, including oral modifications supported by new consideration, must be reduced to writing and signed by both parties before it will be effective. The parties have had an equal opportunity to participate in the drafting of this Agreement. The usual construction of an agreement as to the drafting party shall not apply to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**PITTSBURG ARTS AND
COMMUNITY FOUNDATION**

CITY OF PITTSBURG

Garrett Evans, Executive Director

Garrett Evans, City Manager

ATTEST:

Alice E. Evenson, Agency Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Donna Mooney, PACF Counsel

Donna Mooney, City Attorney



**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 City Council and Pittsburg Power Resolutions Approving the Third Amendment to the Exclusive Negotiating Rights Agreement Between the City of Pittsburg, Pittsburg Power Company, and Energy Delivery Solutions LLC

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

This item includes consideration by the City Council and Pittsburg Power Company of an amendment to the existing Exclusive Negotiating Rights Agreement (ENRA) between the City of Pittsburg, Pittsburg Power Company (“PPC”), and Energy Delivery Solutions LLC (“EDS”) in order to extend the negotiating period. Approval of the amendment will not entitle any development within the City, nor would it constitute a commitment by the City and/or PPC to approve any California Environmental Quality Act (CEQA) documentation, entitlements, or other agreements.

FISCAL IMPACT

There is no fiscal impact related to the approval of the proposed ENRA amendment.

RECOMMENDATION

Staff recommends the City Council and PPC Board adopt respective resolutions approving the Third Amendment to the Exclusive Negotiating Rights Agreement with Energy Delivery Solutions LLC.

BACKGROUND

On August 1, 2017, the City and PPC entered into an ENRA obligating the City and PPC to negotiate exclusively with EDS to finance and develop substations and related electrical infrastructure to provide industrial load through PPC; on July 31, 2019, the ENRA term was extended to July 31, 2020. Pursuant to City Council Resolution No. 16-13242, the City Manager and/or Executive Director of PPC may enter into ENRAs for a term not to exceed three (3) years in order to evaluate energy-related projects. On October 7, 2019, the City Council and PPC adopted resolutions approving the Second Amendment to the ENRA,

extending the agreement through July 31, 2021, upon execution; to July 31, 2024 upon the submittal of a Final Environmental Impact Report (EIR) by EDS; and to July 31, 2029, should EDS either: 1) spends at least One Million Dollars (\$1,000,000.00) in construction costs for the technology park Project at the Option Properties; or 2) enters into a binding contract with a counterparty for the acquisition of one or more Option Properties.

In April 2020, a Notice of Preparation (NOP) and Initial Study was prepared pursuant to the requirements of CEQA and was released for a 45-day public review.

EDS is an affiliate of SteelRiver Operations LP (SteelRiver), which maintains \$2.5 billion in fund and co-investment capital under management. PPC is a municipal utility which has provided retail gas and electric services since 1997 to customers on Mare Island in Vallejo; additionally, PPC staff believes there is significant opportunity to provide additional service to high-usage customers as new load.

SUBCOMMITTEE FINDINGS

While this item and the requested action by the City Council does not entitle any development, staff would note that the potential technology park project has been brought before the public for input on multiple occasions. On January 29, 2019, the item was presented to the Land Use Subcommittee, and on February 5, 2019, a meeting was held to discuss the project with the 18 residents living adjacent to the project site. Additionally, on April 9, 2019, a study session was held before the Planning Commission to solicit additional feedback.

STAFF ANALYSIS

Pursuant to the executed Second Amendment to the ENRA, the “Negotiating Period,” is set to expire on July 31, 2021, unless a draft Final Environmental Impact Report (FEIR) is prepared and submitted to the City for consideration, in which case the Negotiating Period would be extended to July 31, 2024. An additional extension to July 31, 2029, would be granted if EDS either (i) spends at least \$1,000,000 in construction costs for the technology park, or (ii) enters into a binding contract with a counterparty for the acquisition of one or more properties for the construction of a data center or data centers; however, this additional extension is contingent on first submitting the FEIR and being granted the extension to 2024.

As a result of the Coronavirus pandemic, preparation of the FEIR has taken longer than anticipated. EDS has requested a one-year extension to the initial Negotiating Period in order to allow for the safe and proper preparation of an EIR, including all required studies. The proposed amendment would also authorize the City Manager to grant a total of two additional extensions of up to 12 months each.

ATTACHMENTS:

1. Proposed City Council Resolution
2. Proposed Pittsburg Power Company Resolution
3. Exclusive Negotiating Rights Agreement (with previously executed amendments)
4. Third Amendment to Exclusive Negotiating Rights Agreement

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approval of the Third Amendment to the) RESOLUTION NO. 20-_____
Exclusive Negotiating Rights Agreement,)
Between the City of Pittsburgh,)
Pittsburg Power Company, and Energy)
Delivery Solutions LLC)

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the City of Pittsburg wishes to facilitate economic development, as well as expand its tax base and the employment opportunities for residents, while retaining its discretion to review and consider potential approval of development projects; and

WHEREAS, cities in California are sometimes in competition with other jurisdictions for locating new economic development opportunities, especially those concerning a technology park that may include data centers and other advanced technology facilities. These opportunities have sometimes been lost to nearby cities or states that provide for property and sales and use tax incentives and that do not provide for or require green power or carbon pricing prevalent and to the level desired in California; and

WHEREAS, Pittsburg Power Company (PPC) is a municipal utility which has provided retail gas and electric services since 1997, has been involved in numerous contractual and service-provider relationships concerning the acquisition, transmission and distribution of electricity, and wishes to explore opportunities to provide new service load;

WHEREAS, pursuant to City Council Resolution No. 16-13242, the City Manager and/or Executive Director of PPC may enter into exclusive negotiating agreements for a term not to exceed three years in order to evaluate energy-related projects; and

WHEREAS, on August 1, 2017, the City, PPC, and Energy Delivery Solutions LLC (EDS) (hereafter collectively referred to as the "Parties") entered into that certain "City of Pittsburg, Pittsburg Power Company and Energy Delivery Solutions LLC Exclusive Negotiating Rights Agreement," (the "ENRA") with a term ending on July 31, 2019; and

WHEREAS, on July 31, 2019, the Parties executed the First Amendment to the ENRA in order to extend the term to July 31, 2020; and

WHEREAS, EDS wishes to pursue development of a technology park ("Project") within the City of Pittsburg. The Project would include one or more data centers

consisting of facilities used to house information technology equipment including, but not limited to, computers, telecommunications equipment, auxiliary power, and storage systems; and

WHEREAS, EDS and its affiliates have participated in the financing, development and construction of numerous infrastructure projects and facilities, including projects within the City of Pittsburg; and

WHEREAS, the Parties have determined that PPC, in conjunction with EDS, may provide power to the Project at rates below those of competing energy providers for such new load. The City and the EDS have determined that such favorable rates of power should attract data center users and operators; and

WHEREAS, on October 7, 2019, the City Council adopted Resolution No. 19-13699, approving the Second Amendment to the ENRA, approving the Second Amendment to the ENRA, which extended the agreement through July 31, 2021, upon execution; to July 31, 2024 upon the submittal of a Final Environmental Impact Report (EIR) by EDS; and to July 31, 2029, should EDS either: 1) spends at least One Million Dollars (\$1,000,000.00) in construction costs for the technology park Project at the Option Properties; or 2) enters into a binding contract with a counterparty for the acquisition of one or more Option Properties; and

WHEREAS, the Project and any necessary entitlements, including the potential transfer and sale of the Option Properties, will be the subject of environmental review under the California Environmental Quality Act (Public Resources Code Sections 21000, et seq.) ("CEQA") and require numerous discretionary approvals and agreements, and public hearings; and

WHEREAS, nothing in the approval of the Third Amendment to the ENRA shall constitute a commitment by the City and/or PPC to approve CEQA documentation or land use or any other entitlements or agreements concerning the Project, which shall adhere to applicable state and local law regarding development.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the Third Amendment to the ENRA between the City, PPC, and EDS and authorizes the City Manager to execute the ENRA on behalf of the City Council.

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PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Approval of the Third Amendment to the) RESOLUTION NO. 20-_____
Exclusive Negotiating Rights Agreement,)
Between the City of Pittsburg,)
Pittsburg Power Company, and Energy)
Delivery Solutions LLC)

The Board of Directors of the Pittsburg Power Company, a Joint Powers Authority, FINDS AND DETERMINES as follows:

WHEREAS, the City of Pittsburg wishes to facilitate economic development, as well as expand its tax base and the employment opportunities for residents, while retaining its discretion to review and consider potential approval of development projects; and

WHEREAS, cities in California are sometimes in competition with other jurisdictions for locating new economic development opportunities, especially those concerning a technology park that may include data centers and other advanced technology facilities. These opportunities have sometimes been lost to nearby cities or states that provide for property and sales and use tax incentives and that do not provide for or require green power or carbon pricing prevalent and to the level desired in California; and

WHEREAS, Pittsburg Power Company (PPC) is a municipal utility which has provided retail gas and electric services since 1997, has been involved in numerous contractual and service-provider relationships concerning the acquisition, transmission and distribution of electricity, and wishes to explore opportunities to provide new service load;

WHEREAS, pursuant to City Council Resolution No. 16-13242, the City Manager and/or Executive Director of PPC may enter into exclusive negotiating agreements for a term not to exceed three years in order to evaluate energy-related projects; and

WHEREAS, on August 1, 2017, the City, PPC, and Energy Delivery Solutions LLC (EDS) (hereafter collectively referred to as the "Parties") entered into that certain "City of Pittsburg, Pittsburg Power Company and Energy Delivery Solutions LLC Exclusive Negotiating Rights Agreement," (the "ENRA") with a term ending on July 31, 2019; and

WHEREAS, on July 31, 2019, the Parties executed the First Amendment to the ENRA in order to extend the term to July 31, 2020; and

WHEREAS, EDS wishes to pursue development of a technology park ("Project")

within the City of Pittsburg. The Project would include one or more data centers consisting of facilities used to house information technology equipment including, but not limited to, computers, telecommunications equipment, auxiliary power, and storage systems; and

WHEREAS, EDS and its affiliates have participated in the financing, development and construction of numerous infrastructure projects and facilities, including projects within the City of Pittsburg; and

WHEREAS, the Parties have determined that PPC, in conjunction with EDS, may provide power to the Project at rates below those of competing energy providers for such new load. The City and the EDS have determined that such favorable rates of power should attract data center users and operators; and

WHEREAS, on October 7, 2019, the PPC Board Adopted Resolution No. 19-388, approving the Second Amendment to the ENRA, approving the Second Amendment to the ENRA, which extended the agreement through July 31, 2021, upon execution; to July 31, 2024 upon the submittal of a Final Environmental Impact Report (EIR) by EDS; and to July 31, 2029, should EDS either: 1) spends at least One Million Dollars (\$1,000,000.00) in construction costs for the technology park Project at the Option Properties; or 2) enters into a binding contract with a counterparty for the acquisition of one or more Option Properties; and

WHEREAS, the Project and any necessary entitlements, including the potential transfer and sale of the Option Properties, will be the subject of environmental review under the California Environmental Quality Act (Public Resources Code Sections 21000, et seq.) ("CEQA") and require numerous discretionary approvals and agreements, and public hearings; and

WHEREAS, nothing in the approval of the Third Amendment to the ENRA shall constitute a commitment by the City and/or PPC to approve CEQA documentation or land use or any other entitlements or agreements concerning the Project, which shall adhere to applicable state and local law regarding development.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Pittsburg Power Company, a Joint Powers Authority, hereby approves the Third Amendment to the ENRA between the City, PPC, and EDS and authorizes the Executive Director to execute the ENRA on behalf of PPC.

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PASSED AND ADOPTED by the Pittsburg Power Company Board of Directors at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Chair

ATTEST:

Garrett Evans, Executive Secretary

**CITY OF PITTSBURG, PITTSBURG POWER COMPANY AND
ENERGY DELIVERY SOLUTIONS LLC
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT**

This Exclusive Negotiating Rights Agreement (the "Agreement") is entered into as of 1 August, 2017 ("Effective Date") by and between the City of Pittsburg, a municipal corporation ("City") and Pittsburg Power Company, a joint powers authority ("PPC"), and Energy Delivery Solutions LLC, a Delaware limited liability company ("Company"), each a "Party" and collectively "Parties". This Agreement is entered into with reference to the following facts:

RECITALS

A. The City has general municipal jurisdiction over the territory within its boundaries. The City wishes to facilitate economic development efforts and to expand its tax base and employment opportunities for its residents, while retaining its discretion to review and consider potential approval of development projects.

B. Communities in California are sometimes in competition with communities in other states for locating new economic development opportunities. Those opportunities have sometimes been lost to nearby states that do not provide for or require green power or carbon pricing prevalent and to the level desired in California.

C. PPC is a municipal utility which has provided retail gas and electric services since 1997. PPC wishes to explore opportunities to provide additional service to potential customers, and thus potentially expand the number and size of base load customers. Such expansion will be necessary in order for California to achieve its goal of greater integration of renewable energy sources.

D. Company has been established to explore and as determined feasible pursue the development and siting of one or more privately financed and PPC-owned substations and related electrical lines to serve large industrial load in existing or new facilities in the City, and potentially elsewhere in California. (each such substation and related electrical lines and each such industrial load consuming facility being a "Project"). Company anticipates providing financing for each Project; obtaining rights to buy power through PPC at attractive pricing, and assisting PPC in making such pricing available; and for Company to market and assign such rights to end-use customers, with PPC providing those customers with retail power services. One Project, for example only and not by way of limitation, is the development of a data center campus in Pittsburg. A data center is a facility used to house information technology equipment including computers, telecommunications and storage systems. A data center includes redundant or backup power supplies, redundant data communications connections, environmental controls and various security devices. At this time, the parties have not determined any particular site for the data center or other Projects. Company has determined that the price of electric power is a key factor in the development of each Project, and that PPC's involvement is a key factor in providing the requisite pricing.

E. The purpose of this Agreement is to provide a structure by which City, PPC and Company may negotiate key business terms for a Project, while reserving the City's exercise of its powers including all lawful land use jurisdiction. Nothing in this Agreement shall constitute a commitment by the City and/or PPC to approve land use or any other entitlements for a Project, which shall follow the applicable development ordinances and regulations.

AGREEMENT

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

ARTICLE 1 EXCLUSIVE NEGOTIATING RIGHT

Section 1.1 Negotiations. City, PPC and Company shall consider the feasibility of and negotiate during the Negotiating Period described in Section 1.2, the potential for entering into a power purchase agreement or other agreements that would facilitate establishment and development of potential Projects. Assuming the Parties identify a suitable Project, they shall engage in good faith efforts to negotiate the terms of such agreement or agreements. The Parties recognize that multiple sites may be considered under this Agreement, which may or may not involve properties owned by the City.

Section 1.2 Negotiating Period. The negotiating period ("Negotiating Period") under this Agreement shall commence on the Effective Date and terminate two years thereafter, unless extended by mutual written agreement established by an amendment hereto.

Section 1.3 Exclusive Negotiations. During the Negotiating Period, the City and PPC shall not negotiate or contract with any entity, other than Company, regarding the establishment or development of a Project utilizing power provided by or through PPC, or solicit bids or proposals to do so. Additionally, during the Negotiating Period, Company shall not negotiate with any entity, other than PPC, for the provision of municipal utility service to a Project located within the City. Further, during the Negotiating Period, the Company shall have the exclusive right to negotiate to make the necessary investments required to provide to the City and the PPC the power infrastructure and related investments necessary to implement and support provision of power to a Project and to receive a utility rate of return on such investment; Company shall also have the exclusive right during the Negotiating Period, but not the obligation, for the acquisition at market rates, of all power provided through such power infrastructure.

Section 1.4 CCA. The parties recognize that the City is in the process of joining Marin Clean Energy, a community choice aggregate joint powers agency ("CCA"). This Agreement is not intended to, and shall not, affect the participation and related actions of the City and its residents and/or businesses in the CCA.

ARTICLE 2 AUTHORIZED REPRESENTATIVES

Section 2.1 Identification of Company Representatives. The Company's authorized representatives to negotiate with the City and PPC are as follows:

Cliff Losh
Sean O'Reilly
Michael Woods

Section 2.2 Identification of City and PPC Representatives. The City's and PPC's authorized representatives to negotiate with Company are as follows:

Joe Sbranti
Garrett Evans
Ruthann Ziegler

As used in this Agreement, "City and PPC" shall mean City and PPC collectively, and as a rule of construction the word "and" in such phrase shall also mean the disjunctive "or". A reference to either entity shall also include the entity's governing board, officials, officers, designated agents and employees.

ARTICLE 3 PLANNING APPROVALS/ENVIRONMENTAL REVIEW

Section 3.1 Planning Approvals. The Company acknowledges that any particular Project may require approvals and entitlements from the City ("Discretionary Approvals"). Company shall have the responsibility for applying for any such necessary Discretionary Approvals for a Project. Company shall have the sole discretion to determine whether and when to apply for such Discretionary Approvals. Company shall enter into a reimbursement agreement with City and PPC concurrently with the executing this Agreement such that Company reimburses the City and PPC for their staff, legal and consultant time and expenses in evaluating and reviewing a Project, including any Discretionary Approvals, and in regard to this Agreement. To the extent City and PPC costs are compensated through adopted fee schedules (such as, for example, planning department fees for processing land use applications), those costs shall not be duplicated in recovery under the reimbursement agreement.

Section 3.2 Environmental Review. If requested by the City and PPC upon filing of an application by Company for a particular Project, Company shall prepare at its sole cost, and submit to the City and PPC such plans, specifications, drawings, and other information, as specified by City and PPC, that are reasonably necessary to perform the applicable environmental review process as required by CEQA for a Project. The reimbursement agreement referenced above shall provide for Company to provide or pay for all environmental documentation and processing required by CEQA including, but not limited to, reimbursement for staff, legal and consultant time, preparation of plans, specifications, drawings and other information, and such other matters as determined by the City and/or PPC pursuant to the terms of the Reimbursement Agreement. The Parties may enter into other project-specific agreements that address cost-sharing and budgetary items as well. The City acknowledges that any and all work produced by Company pursuant to this Agreement is the property of Company and shall not be used by the City and PPC or disclosed to any third parties (except as required by the California Public Records Act, court order, discovery, or other legal process, and then subject to the terms and conditions of the Confidentiality Agreement executed concurrently herewith) unless Company agrees in writing, in its sole discretion, to such use and disclosure.

Section 3.3 Progress Reports. Upon reasonable notice, as from time to time requested by the City and PPC, the Company shall make oral or written progress reports advising the City and PPC on studies being made and matters being evaluated by the Company with respect to this Agreement and any Project.

ARTICLE 4 GENERAL PROVISIONS

Section 4.1 Limitation on Effect of Agreement. This Agreement (and any extension of the Negotiating Period) shall not obligate City, PPC or Company to enter into any particular agreement concerning a Project. By execution of this Agreement, the City and PPC are not committing themselves to or agreeing to undertake acquisition, disposition, or exercise of control over any Project site or portion thereof. Execution of this Agreement by the City and PPC is merely an Agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Council and PPC Board of Directors action the final discretion and approval regarding the execution, if any, of a power purchase or other agreement which the Parties may negotiate. Any agreement resulting from negotiations pursuant to this Agreement shall become effective only if and after such Agreement has been considered and approved by the Company, and by the City Council of the City and the Board of Directors of PPC as appropriate, following conduct of all legally required procedures, and following completion of all applicable requirements of CEQA.

Section 4.2 No Commissions. The City and PPC shall not be liable for any real estate commissions or brokerage fees that may arise from Company's conduct under this Agreement or any agreement that may result therefrom. Company shall not be liable for any real estate commissions or brokerage fees that may arise from City's or PPC's conduct under this Agreement or any agreement that may result therefrom. Each Party represents that it they has not engaged any broker, agent or finder in connection with this transaction, and each Party shall defend, indemnify and hold the other Parties harmless from any claims by any broker, agent or finder retained by such indemnifying Party.

Section 4.3 Default and Remedies.

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

(b) Remedies. In the event of an uncured default by a Party, the non-defaulting Party may terminate this Agreement. Following such termination, no Party shall have any further right, remedy or obligation under this Agreement.

(c) Injunctive Relief. Each Party understands and acknowledges that any breach of the provisions of this Agreement could cause injury to the other Parties for which monetary damages may not be an adequate remedy. Accordingly, each Party agrees that if a breach occurs or is imminent, and monetary damages would not be an adequate remedy, the injured Party shall be entitled to seek such injunctive relief as it may deem necessary to prevent or remedy such breach.

(d) No Other Remedies. Except as expressly provided above and for a Party's indemnity obligations under Section 4.2 and under the Reimbursement Agreement: (i) no Party shall have any liability to another Party for damages or otherwise for any default; (ii) nor shall a Party have any other claims with respect to performance under this Agreement; and (iii) each

party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

(e) Attorneys' Fees. The prevailing Party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs from the non-prevailing Party.

Section 4.4 Assignment. This Agreement inures to the benefit of and binds the Parties and their respective representatives, successors, and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent may be granted or withheld in the consenting Party's sole and absolute discretion; provided, however, that City and PPC may assign their rights hereunder in full, or partially as discussed further below, to another public entity, provided such entity's governing board consists of a majority of the members of the City Council or PPC Board and whose jurisdiction to conduct municipal utility activities as a municipal corporation under Article XI, Section 9(a) of the California CONSTITUTION has been confirmed by final judgment of the Superior Court of the State of California by way of a validation action pursuant to California CODE OF CIVIL PROCEDURE Sections 860, *et seq.* The Parties recognize that a Party may form a new entity for each Project, and the Parties wish to provide for an expeditious mechanism by which such entity may become subject to the terms of this Agreement and have all the rights and obligations of a Party hereunder, while also providing for this Agreement to remain in full force and effect as between Company, City and PPC, and as between any other affiliate of Company, City and PPC. A Party may accomplish a partial assignment as contemplated by this Section by providing written notice thereof to the non-assigning Party or Parties, accompanied by written acceptance of the partial assignment and the terms hereof by the relevant entity or affiliate. Any assignment in violation of this Section shall be null and void.

Section 4.5 Integration. This Agreement constitutes the entire agreement between the Parties regarding exclusive rights to negotiate concerning a Project.

Section 4.6 Modification. Any modification of this Agreement shall be in writing and executed by each Party.

Section 4.7 Governing Law. The Parties agree that the laws of the State of California shall govern the construction and implementation of this Agreement. Venue shall lie in Contra Costa County.

Section 4.8 Notification. Notices provided under the terms of this Agreement shall be in writing and transmitted by certified mail (return receipt requested), courier or overnight delivery service. Notices to City and PPC shall be addressed to:

City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565
Phone: (925) 252-4850
Fax: (925) 252-4851

with a copy to:

Ruthann G. Ziegler
555 Capitol Mall

Suite 1200
Sacramento CA 95814
Phone: (916)-556-1531

and with a copy to:

General Counsel
Pittsburg Power Company
65 Civic Avenue
Pittsburg, California 94565
Phone: (925) 252-4850

Notices to Company shall be addressed to:

Energy Delivery Solutions LLC
One Letterman Drive, Bldg. C, 5th Fl.
San Francisco, CA 94129
Attention: Sean O'Reilly
Phone: (415) 291-2299
Facsimile: (415) 651-9500

with a copy to:

Energy Delivery Solutions LLC
One Letterman Drive, Bldg. C, 5th Fl.
San Francisco, CA 94129
Attention: Cliff Losh
Phone: (415) 291-2290
Facsimile: (415) 651-9500

Notice provided to a Party under this paragraph shall be effective when received by the receiving Party's representative as identified above, or on such date as delivery is refused. In the event of a partial assignment under Section 4.5, the assigning Party may specify a separate address for notices as to the entity or affiliate subject to that assignment.

Section 4.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

Section 4.10 Ambiguities. Each Party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

Section 4.11 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

Section 4.12 Headings. The headings in this Agreement are included for convenience only and shall not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties.

Section 4.13 No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of City, PPC and Company and no other person shall have any right of action under or by reason of this Agreement.

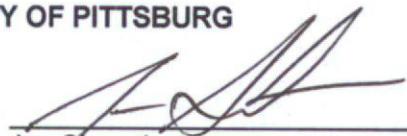
Section 4.14 Effect on Project. Neither this Agreement nor any communications of the Parties shall be deemed to create any obligation or liability for any Party to proceed with a Project (or continue to proceed with development of a Project) unless and until the Parties so agree in writing. No joint venture, partnership, or other fiduciary relationship shall be deemed to exist or arise with respect to a Project because of this Agreement.

WHEREFORE, the Parties have executed this Agreement below, further agreeing that execution may be in multiple counterparts, each executed copy of which shall constitute an original of the same instrument. Each Party represents and warrants that each individual executing this Agreement on such Party's behalf has the legal power, right and actual authority to do so.

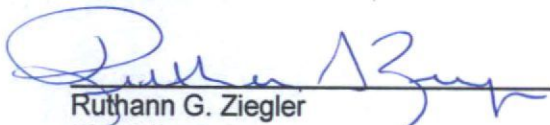
ENERGY DELIVERY SOLUTIONS LLC

By: 
Name: SEAN O'REILLY
Title: CEO
Date: 7/20/17

CITY OF PITTSBURG

By: 
Joe Sbranti
City Manager

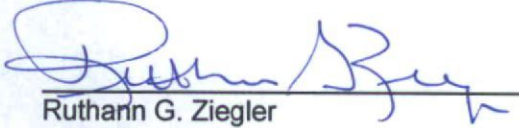
Approved as to form:


Ruthann G. Ziegler
City Attorney

Attest:

By: 
Alice E. Evenson
City Clerk

Approved as to form:



Ruthann G. Ziegler
Legal Counsel

2821703.1

PITTSBURG POWER COMPANY

By:



Joe Sbranti
Executive Director

**FIRST AMENDMENT TO
CITY OF PITTSBURGH, PITTSBURGH POWER COMPANY AND
ENERGY DELIVERY SOLUTIONS LLC
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT**

This First Amendment ("Amendment") to Exclusive Negotiating Rights Agreement ("Agreement") is entered into as of July 31, 2019 by and between the City of Pittsburgh, a municipal corporation ("City") and Pittsburgh Power Company, a joint powers authority ("PPC"), and Energy Delivery Solutions LLC, a Delaware limited liability company ("Company"), each a "Party" and collectively "Parties". This Amendment is entered into with reference to the following facts:

RECITALS

A. On August 1, 2017, the Parties entered into the Agreement. The Agreement provided in its section 1.2 for a negotiating period thereunder of two (2) years.

B. The Parties wish to amend the Agreement to provide for a negotiating period of three years ending July 31, 2020.

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

AMENDMENT

Section 1.2 of the Agreement, "Negotiating Period", is hereby amended to read as follows:

The negotiating period ("Negotiating Period") under this Agreement shall commence on August 1, 2017 and terminate July 31, 2020, unless extended by mutual written agreement established by an amendment approved consistent with Resolution No. 16-13242.

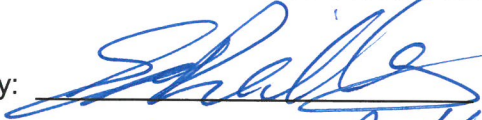
[Signature Page Follows]

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ENERGY DELIVERY SOLUTIONS LLC

By: 
Name: SEAN O'hally
Title: President
Date: 9/17/19

CITY OF PITTSBURG

By: 
Garrett Evans
City Manager

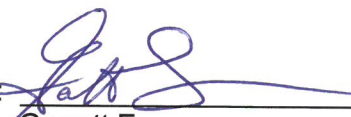
Approved as to form:

By: 
Donna Mooney
City Attorney

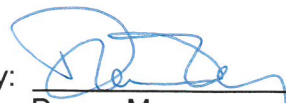
Attest:

By: 
Alice E. Evenson
City Clerk

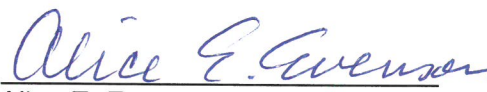
PITTSBURG POWER COMPANY

By: 
Garrett Evans
Executive Director

Approved as to form:

By: 
Donna Mooney
Legal Counsel

Attest:

By: 
Alice E. Evenson
Agency Secretary

**SECOND AMENDMENT TO
CITY OF PITTSBURG, PITTSBURG POWER COMPANY AND
ENERGY DELIVERY SOLUTIONS LLC
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT**

This Second Amendment ("Second Amendment") to Exclusive Negotiating Rights Agreement ("Agreement") is entered into as of OCTOBER 8, 2019, by and between the City of Pittsburgh, a municipal corporation ("City"), Pittsburgh Power Company, a joint powers authority ("PPC"), and Energy Delivery Solutions LLC, a Delaware limited liability company ("Company"), each a "Party" and collectively "Parties". This Second Amendment is entered into with reference to the following facts:

RECITALS

A. On August 1, 2017, the Parties entered into the Agreement. The Agreement provided in its section 1.2 for a negotiating period thereunder of two (2) years.

B. On June 5, 2018, City and Company entered into that certain "Option Agreement Between the City of Pittsburgh and Energy Delivery Solutions LLC" ("Option Agreement").

C. Effective August 1, 2019, the Parties executed that certain First Amendment to the Agreement ("First Amendment"). Under the First Amendment, the Parties extended the negotiating period from two (2) years to three (3) years.

D. The Parties now wish to amend the Agreement to provide for further extensions of the negotiating period, based on Company achieving certain benchmarks for the technology park Project as further described below.

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

AMENDMENT

1. Recitals

Recital D of the Agreement, defining the term "Project", is hereby amended to read as follows:

D. Company has been established to explore and as determined feasible pursue the development and siting of one or more privately financed and PPC-owned substations and related electrical lines to serve large industrial load in excess of 25 megawatts in new facilities in the City, and potentially elsewhere in California. (each such substation and related electrical lines and each such industrial load consuming facility being a "Project"). Company anticipates providing financing for each Project; obtaining rights to buy power through PPC at attractive pricing, and assisting PPC in making such pricing available; and for Company to market and assign such rights to end-use customers, with PPC providing those customers with retail power services. One Project, for example only and not by way of limitation, is the development of a data center campus in Pittsburgh. A data center is a facility used to house information technology equipment including computers, telecommunications and storage systems. A data center

includes redundant or backup power supplies, redundant data communications connections, environmental controls and various security devices. At this time, the parties have not determined any particular site for the data center or other Projects. Company has determined that the price of electric power is a key factor in the development of each Project, and that PPC's involvement is a key factor in providing the requisite pricing.

2. Negotiations.

Section 1.1 of the Agreement, "Negotiations", is hereby amended to read as follows:

(a) City, PPC and Company shall consider the feasibility of and negotiate during the Negotiating Period described in Section 1.2, the potential for entering into a power purchase agreement or other agreements that would facilitate establishment and development of potential Projects. Assuming the Parties identify a suitable Project, they shall engage in good faith efforts to negotiate the terms of such agreement or agreements. The Parties recognize that multiple sites may be considered under this Agreement, which may or may not involve properties owned by the City.

(b) From time to time and with thirty days written notice, City may request oral or written progress reports from Company regarding a particular Project as to which the Parties are negotiating. City may terminate negotiations as to a particular Project upon a reasonable, good faith finding by City that progress on the development of that Project has ceased, become ineffective, or non-productive. City shall provide Company sixty (60) days written notice of its desire to terminate negotiations as to such Project pursuant to this section and Company will have one hundred twenty (120) days in which to cure to the City's reasonable satisfaction.

3. Negotiating Period.

Section 1.2 of the Agreement, "Negotiating Period", is hereby amended to read as follows:

The negotiating period ("Negotiating Period") under this Agreement shall commence on August 1, 2017 and terminate July 31, 2021, provided, however, that the Negotiating Period shall be extended as follows:

(a) If Company submits to the City a draft Final Environmental Impact Report (EIR) for the technology park Project at the Option Properties (as such terms are defined in the Option Agreement) on or before July 31, 2021, then the Negotiating Period shall be extended an additional three (3) years and terminate July 31, 2024.

(b) If before July 31, 2024, Company either (i) spends at least One Million Dollars (\$1,000,000.00) in construction costs for the technology park Project at the Option Properties, or (ii) enters into a binding contract with a counterparty for the acquisition of one or more Option Properties for the construction of a data center thereon, then the Negotiating Period shall be extended an additional five (5) years and terminate July 31, 2029.

4. Authorized Representatives

The City and PPC's authorized representatives listed in Section 2.2 of the Agreement, "Identification of City and PPC Representatives," is hereby amended to list the following authorized representatives to negotiate with Company:

City Manager/Executive Director
Assistant City Manager
City Attorney/Legal Counsel

5. Termination.

A new Article 5 is added to the Agreement to read as follows:

Article 5
Termination

Section 5.1 Termination by EDS. EDS may terminate this Agreement with or without cause, at any time during the term hereof upon thirty (30) days' prior written notice to City and PPC.

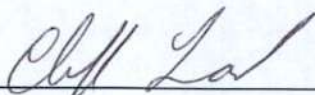
Section 5.2 Termination by City. From time to time and with thirty days written notice, City may request oral or written progress reports from EDS regarding the technology park Project as defined in the Option Agreement and any business developments with respect to the Option Properties. City may terminate this Agreement upon a reasonable, good faith finding by City that progress on the technology park Project development has ceased, become ineffective, or non-productive. City shall provide EDS sixty (60) days written notice of its desire to terminate pursuant to this section and EDS shall have one hundred twenty (120) days in which to cure to the City's reasonable satisfaction.

6. Effectiveness.

Except as specifically amended by the First Amendment and this Second Amendment, the Agreement remains in full force and effect.

WHEREFORE, the Parties have executed this Second Amendment as of the first date set forth above.

ENERGY DELIVERY SOLUTIONS LLC

By: 
Name: Clifford Losh
Title: Vice-President
Date: 10/9/19

CITY OF PITTSBURG

By: 
Garrett Evans
City Manager

Approved as to form:


Donna Mooney
City Attorney

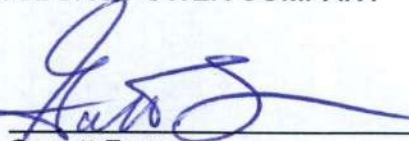
Attest:

By: 
Alice E. Evenson
City Clerk

Approved as to form:


Donna Mooney
Legal Counsel

PITTSBURG POWER COMPANY

By: 
Garrett Evans
Executive Director

**THIRD AMENDMENT TO
CITY OF PITTSBURG, PITTSBURG POWER COMPANY AND
ENERGY DELIVERY SOLUTIONS LLC
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT**

This Third Amendment ("Third Amendment") to Exclusive Negotiating Rights Agreement ("Agreement") is entered into as of December 21, 2020, by and between the City of Pittsburgh, a municipal corporation ("City"), Pittsburgh Power Company, a joint powers authority ("PPC"), and Energy Delivery Solutions LLC, a Delaware limited liability company ("Company"), each a "Party" and collectively "Parties". This Third Amendment is entered into with reference to the following facts:

RECITALS

A. On August 1, 2017, the Parties entered into the Agreement. The Agreement provided in its section 1.2 for a negotiating period thereunder of two (2) years.

B. On June 5, 2018, City and Company entered into that certain "Option Agreement Between the City of Pittsburgh and Energy Delivery Solutions LLC" ("Option Agreement").

C. Effective August 1, 2019, the Parties executed that certain First Amendment to the Agreement ("First Amendment"). Under the First Amendment, the Parties extended the negotiating period from two (2) years to three (3) years.

D. On October 7, 2019, the City Council adopted Resolution No. 19-13699, approving the Second Amendment to the Agreement ("Second Amendment") to provide for further extensions of the negotiating period, based on Company achieving certain benchmarks for the technology park Project. The Second Amendment was executed on October 8, 2019.

E. The Parties now wish to amend the Agreement for a third time, in order to extend the Negotiating Period by one additional year, as further described below.

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

AMENDMENT

1. Negotiating Period.

Section 1.2 of the Agreement, "Negotiating Period", is hereby amended to read as follows:

The negotiating period ("Negotiating Period") under this Agreement shall commence on August 1, 2017 and terminate July 31, 2022, provided, however, that the Negotiating Period shall be extended as follows:

(a) If Company submits to the City a draft Final Environmental Impact Report (EIR) for the technology park Project at the Option Properties (as such terms are defined in the Option

Agreement) on or before July 31, 2022, then the Negotiating Period shall be extended an additional two (2) years and terminate July 31, 2024.

(b) If before July 31, 2024, Company either (i) spends at least One Million Dollars (\$1,000,000.00) in construction costs for the technology park Project at the Option Properties, or (ii) enters into a binding contract with a counterparty for the acquisition of one or more Option Properties for the construction of a data center or data centers thereon, then the Negotiating Period shall be extended an additional five (5) years and terminate July 31, 2029.

(c) The City Manager may, in their sole discretion, grant extensions of up to one (1) year to the Negotiating Period. No more than two (2) extensions may be granted.

6. Effectiveness.

Except as specifically amended by the First Amendment, Second Amendment, and this Third Amendment, the Agreement remains in full force and effect.

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WHEREFORE, the Parties have executed this Third Amendment as of the first date set forth above.

ENERGY DELIVERY SOLUTIONS LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF PITTSBURG

By: _____

Garrett Evans
City Manager

Approved as to form:

Attest:

Donna Mooney
City Attorney

By: _____

Alice E. Evenson
City Clerk

Approved as to form:

PITTSBURG POWER COMPANY

Donna Mooney
Legal Counsel

By: _____

Garrett Evans
Executive Director



**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 Two City Council Ordinances to: 1) Amend the San Marco PD District and Development Plan, and 2) Approve the 4th Amendment to the San Marco Development Agreement for the San Marco Commercial Center Project, AP-18-1349 (GP, RZ, DA)

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

On November 16, 2020, the City Council adopted Resolutions 20-13848 and 20-13849 certifying the Final Environmental Impact Report for the San Marco Commercial Center Project; adopting the associated CEQA findings and Mitigation Monitoring and Reporting Program; and amending the General Plan land use designation for the 3.69-acre project site located at the southeast corner of San Marco Boulevard and West Leland Road. The City Council also introduced and waived further reading of Ordinance 20-1480 amending the San Marco Planned Development District and associated development plan; and Ordinance 20-1481 approving the 4th amendment to the San Marco Development Agreement.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions (as outlined in the proposed development agreement amendment) are anticipated with this project.

RECOMMENDATION

City Council move to adopt the attached ordinances to amend the San Marco PD District and associated development plan; and approving the 4th amendment to the San Marco Development Agreement.

BACKGROUND

On November 16, 2020, the City Council adopted Resolutions 20-13848 and 20-13849 certifying the Final Environmental Impact Report for the San Marco Commercial Center Project; adopting the associated CEQA findings and Mitigation Monitoring and Reporting

Program; and amending the General Plan land use designation for the 3.69-acre project site located at the southeast corner of San Marco Boulevard and West Leland Road.

The requested PD District and Development Plan amendment would require the project site to be developed as a commercial center. The amendment would establish that the allowable land uses on site and the property development regulations applicable to the commercial center shall be the same as those in the CC (Community Commercial) District. It would also stipulate that the City's current development standards and the off-street parking and loading requirements shall apply as appropriate; however, the off-street parking requirement for any grocery store use shall be a minimum of one (1) space per 250 square feet of the gross floor area. The proposed PD District and Development Plan amendment text is shown in Section 3 of the proposed ordinance in Attachment 1 of this report.

The requested development agreement (DA) amendment is provided in Exhibit A of Attachment 2 to this report. It would require the applicant to commence construction of a minimum 30,000-square-foot commercial center on the project site within 24 months from the effective date of the amended development agreement. It would also require the applicant to pay the City \$50,000 if either of the following were to occur: 1) the applicant fails to begin construction of the commercial center within 24 months from the effective date of the development agreement amendment; or 2) the applicant begins construction as required, but fails to complete construction within 48 months of its initiation. The DA amendment would also require the applicant to construct improvements on the 2.78-acre park site located at the southwest corner of Aragon Drive and Delano Drive in San Marco Subdivision Unit No. 12 at a cost not to exceed \$1,582,724.

The public hearing for this project was held before the City Council on November 16, 2020. After close of the public hearing the City Council introduced and waived further reading of Ordinance 20-1480 amending the San Marco Planned Development District and associated development plan; and Ordinance 20-1481 approving the 4th amendment to the San Marco Development Agreement.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

After the City Council holds a public hearing and introduces an ordinance on a given matter, approval of the matter is formalized by City Council adoption of the ordinance by a majority vote at a meeting no fewer than five days after the public hearing. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS:

1. Proposed Ordinance 20-1480
2. Proposed Ordinance 20-1481
 - a. Exhibit A – San Marco Development Agreement Amendment

Report Prepared By: Hector J. Rojas, AICP, Senior Planner

Attachment 1

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending the San Marco PD)
District and Development Plan for the)
"San Marco Commercial Center Project,)
AP-18-1349 (GP, RZ, DA)."_____)

ORDINANCE NO. 20-1480

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

WHEREAS, on November 12, 2019, Sierra Pacific Properties, Inc. (the "applicant"), filed Planning Application No. 18-1349, requesting approval of a General Plan land use map amendment and amendments to the San Marco Planned Development District, San Marco Development Plan, and San Marco Development Agreement for the proposed San Marco Commercial Center Project (the "project"); and,

WHEREAS, the project includes a 29,822-square-foot anchor tenant building and two separate commercial pad sites on a 3.69-acre property located at the southeast corner of San Marco Boulevard and W. Leland Road in San Marco PD (Planned Development, Ordinance No. 12-1362) District, Assessor's Parcel Nos. 091-050-065 and -066 (the "project site"); and,

WHEREAS, the requested amendments to the San Marco PD District and San Marco Development Plan would allow community commercial uses on the project site; and,

WHEREAS, project is subject to the California Environmental Quality Act ("CEQA") (Public Resources Code 21000-21189) and the State CEQA guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387); and,

WHEREAS, the City Council adopted Resolution No. 13848, certifying the Final Environmental Impact Report (FEIR) for the San Marco Commercial Center Project, adopting associated CEQA findings, and adopting a Mitigation Monitoring and Reporting Program (MMRP); and,

WHEREAS, pursuant to Pittsburg Municipal Code (PMC) sections 18.16.02 and 18.48.030, the City Council, upon recommendation of the Planning Commission, may approve an amendment to a PD District if it finds that: 1) the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice; and,

WHEREAS, on October 13, 2020, after conducting a duly noticed public hearing, the Planning Commission voted 6-0 to adopt Resolution No. 10160, recommending approval of the requested General Plan land use map amendment and amendments to the San Marco PD District, San Marco Development Plan, and San Marco Development Agreement; and,

WHEREAS, on or before November 6, 2020, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a “Notice of Public Hearing” for the November 16, 2020, public hearing on this item was published in the East County Times; posted at City Hall and in the “Public Notices” section of the city website; was mailed via first class or electronic mail to the applicant/property owner, all property owners and/or residents within 800-feet of the project site, all local service agencies expected to provide future services to the project site, and to individuals who had previously filed written request for such notice; and,

WHEREAS, although not required, the Notice of Public Hearing was also published on www.nextdoor.com (“Nextdoor”) and was sent directly to all subscribed members in the following Nextdoor neighborhoods: San Marco, San Marco Villas, Toscana, Vista Del Mar, and Oak Hills South; and,

WHEREAS, on November 16, 2020, the City Council held a public hearing on the requested General Plan land map amendment and amendments to the San Marco PD District, San Marco Development Plan, and San Marco Development Agreement, at which time oral and/or written testimony was considered.

SECTION 1.

The above recitals are true and correct and incorporated herein.

SECTION 2. Findings.

- A. Based on the City Council Staff Report entitled, “Adoption of Two City Council Resolutions to: 1) Certify a Final EIR, Adopt CEQA Findings, Adopt an MMRP, and 2) Amend the General Plan Land Use Map; and Introduction and Waive First Reading of Two City Council Ordinances to: 1) Amend the San Marco PD District and Development Plan, and 2) Approve the 4th Amendment to the San Marco Development Agreement for the San Marco Commercial Center Project, AP-18-1349 (GP, RZ, DA),” and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the City Council finds that:
1. All impacts identified in the Final EIR, including the Draft EIR and any revisions made to the Draft EIR, have been independently reviewed and considered by the City Council, prior to making a decision on the requested amendments to the San Marco PD District and San Marco Development Plan.
 2. The requested PD district amendment is consistent with the objectives, policies, general land uses, and programs specified in the General Plan for the following reasons:
 - a. It will facilitate development on an infill site, thereby helping the City maintain a compact urban form (Goal 2-G-1).

- b. It will promote diversity in land use arrangements by facilitating commercial development in close proximity to single-family and multifamily residential uses (Goal 2-G-7 and Policy 13-P-2.7).
 - c. It will allow a variety of commercial land uses on the project site that are compatible with existing surrounding residential land uses, including (but not limited to) restaurants, retail establishments, and a grocery store (Policy 2-P-7).
 - d. It will not allow development on minor or major ridgelines identified in Figure 4-2 of the General Plan Land Use Element (Policy 2-P-23 and 2-P-24).
 - e. It will allow development in an area where public facilities and infrastructure are already available (Policy 3-P-1).
 - f. It will allow for a greater mix of urban activities and services around the Pittsburg/Bay Point Bay Point BART Station (Goal 4-G-16 and Policy 13-P-2.7).
 - g. It will promote business expansion, encourage employment growth to improve Pittsburg's jobs/housing balance, and encourage neighborhood commercial development, consistent with the General Plan's Economic Development Objectives.
 - h. It will allow commercial development to be built within a quarter-mile walking distance of approximately 1,258 existing or planned residential units in San Marco Development area (Goal 7-G-15, Policy 13-P-1.4, and Policy 13-P-2.7).
 - i. It will facilitate construction of another key destination along W. Leland Road which could support increased transit service levels in the area (Policy 7-P-27).
3. There is a community need for the requested PD district amendment. The PD amendment was initiated in response to a significant number of residents in the San Marco, Vista Del Mar, and Oak Hills neighborhoods who indicated there is an immediate need to expand commercial uses in the area.
 4. The requested PD district amendment will be in conformity with public convenience, general welfare, and good zoning practice because it will help promote a "complete neighborhood" where residents can have convenient access to the goods and services needed in daily life.
- B. The staff report entitled "Adoption of Two City Council Resolutions to: 1) Certify a Final EIR, Adopt CEQA Findings, Adopt an MMRP, and 2) Amend the General Plan Land Use Map; and Introduction and Waive First Reading of Two City Council Ordinances to: 1) Amend the San Marco PD District and Development Plan, and 2) Approved the 4th Amendment to the San Marco Development Agreement for the San Marco Commercial Center Project, AP-18-1349 (GP, RZ, DA)," dated November 16, 2020, is referenced hereto as additional support for the findings.

SECTION 3. Decision.

Based on the findings and the authority set forth above, the City Council hereby amends condition #1 in Section 3 of City Council Ordinance 93-1057 (as later amended through City Council Ordinances 03-1204, 06-1270, and 12-1362) to read as follows (~~strikethrough~~ indicates deletion; underline indicates insertion):

“The site shall be developed substantially as shown on the plans dated December 16, 1992, except as modified by the conditions below:

1a. The areas identified in the San Marco Development Plan as Village Parks “D”, “G”, “J” and “K” and ½ of the area identified as Parcel “B” (1 acre) shall be added to the Parcel “A” community park. Parcel “M” shall be reduced in size accordingly.

1b. The 3.69-acre area located at the northwest corner of Parcel “A” shall be developed as a commercial center, consistent with area’s community commercial land use designation under the General Plan.

The allowable land uses on site and the property development regulations applicable to the commercial center shall be the same as those in the CC (Community Commercial) District (Pittsburg Municipal Code [PMC] Chapter 18.52). The development standards in PMC Chapter 18.80, performance standards in PMC Chapter 18.82, and off-street parking and loading requirements in PMC Chapter 18.78 shall also apply as appropriate; however, the off-street parking requirement for any grocery store use shall be a minimum of one (1) space per 250 square feet of the gross floor area.

1c. 1b. Single family residential lots shall be permitted in the areas identified on the PD Plan as Village Parks “D”, “G”, “J” and “K” and Parcel B, provided the total number of units otherwise permitted on Parcel M shall be reduced accordingly.

Development of single-family lots within the PD plan shall be subject to the following development standards:

- The minimum lot size requirement shall be in accordance with the San Marco Development Plan project data table for each respective village/neighborhood designation.
- Maximum lot coverage for single-family residential lots shall be 40 percent for all lots with 8,000 or more square feet, 50 percent for two-story houses built on lots with less than 8,000 square feet, and 55 percent for one-story houses built on lots with less than 8,000 square feet, in accordance with City Council Ordinance 03-1204.
- All other development standards shall be approved by the Planning Commission or Zoning Administrator as part of the respective Design Review approval for each phase of development.

~~1d. 4c.~~ The location of the 3-acre Parcel "D" Park shall be shifted southwest from its current location (as shown on the San Marco Development Plan) in a fashion that, to the extent feasible, maximizes the number of residents that may be served within a ¼ and ½ mile radius of a park who would not be served by other approved/planned parks. The new park location shall be designed such that 80 percent of the park site has slopes less than 3 percent and will provide a useable surface for active park recreation. The applicant shall work with staff to determine a location that balances topographical constraints with the subdivision design and the need for flat, active play areas."

SECTION 4. Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 5. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on November 16, 2020, and was adopted and ordered published at a meeting of the City Council held on December 21, 2020, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Attachment 2

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving the 4 th Amendment	)	
to the San Marco Development Agreement	)	ORDINANCE NO. 20-1481
for the "San Marco Commercial Center	)	
Project, AP-18-1349 (GP, RZ, DA)."	)	

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

WHEREAS, on November 12, 2019, Sierra Pacific Properties, Inc. (the "applicant"), filed Planning Application No. 18-1349, requesting approval of a General Plan land use map amendment and amendments to the San Marco Planned Development District, San Marco Development Plan, and San Marco Development Agreement for the proposed San Marco Commercial Center Project (the "project"); and,

WHEREAS, the project includes a 29,822-square-foot anchor tenant building and two separate commercial pad sites on a 3.69-acre property located at the southeast corner of San Marco Boulevard and W. Leland Road in San Marco PD (Planned Development, Ordinance No. 12-1362) District, Assessor's Parcel Nos. 091-050-065 and -066 (the "project site"); and,

WHEREAS, the requested amendment to the San Marco Development Agreement would: 1) require the applicant to commence construction of a minimum 30,000-square-foot commercial center on the project site within twenty-four (24) months from the effective date of the amended development agreement; 2) require the applicant to pay the City the sum of Fifty Thousand Dollars (\$50,000) in the event the applicant has not commenced construction of the commercial center within said twenty-four (24) month period or completed construction within forty-eight (48) months from commencing construction; and 3) require the applicant to construct improvements on the 2.78-acre park site located in San Marco Subdivision Unit No. 12 at a cost not to exceed One Million Five Hundred Eighty-Two Thousand Seven Hundred Twenty-Four Dollars (\$1,582,724) for construction, permitting, and inspection costs; and,

WHEREAS, project is subject to the California Environmental Quality Act ("CEQA") (Public Resources Code 21000-21189) and the State CEQA guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387); and,

WHEREAS, the City Council adopted Resolution No. 13848, certifying the Final Environmental Impact Report (FEIR) for the San Marco Commercial Center Project, adopting associated CEQA findings, and adopting a Mitigation Monitoring and Reporting Program (MMRP); and,

WHEREAS, on November 25, 1996, the City Council adopted Resolution No. 96-8371, establishing procedures and requirements for considering, reviewing, adopting, and amending development agreements, pursuant to Pittsburg Municipal Code (PMC) section 18.44.020.

WHEREAS, pursuant to Resolution No. 96-8371, the City Council, upon recommendation of the Planning Commission, may approve amendments to a development agreement if it finds that: 1) the development agreement amendments are consistent with the General Plan and any applicable specific plan; and 2) the amendments will promote the public health, safety, and general welfare; and,

WHEREAS, on October 13, 2020, after conducting a duly noticed public hearing, the Planning Commission voted 6-0 to adopt Resolution No. 10160, recommending approval of the requested General Plan land use map amendment and amendments to the San Marco PD District, San Marco Development Plan, and San Marco Development Agreement; and,

WHEREAS, on or before November 6, 2020, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a "Notice of Public Hearing" for the November 16, 2020, public hearing on this item was published in the East County Times; posted at City Hall and in the "Public Notices" section of the city website; was mailed via first class or electronic mail to the applicant/property owner, all property owners and/or residents within 800-feet of the project site, all local service agencies expected to provide future services to the project site, and to individuals who had previously filed written request for such notice; and,

WHEREAS, although not required, the Notice of Public Hearing was also published on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed members in the following Nextdoor neighborhoods: San Marco, San Marco Villas, Toscana, Vista Del Mar, and Oak Hills South; and,

WHEREAS, on November 16, 2020, the City Council held a public hearing on the requested General Plan land use map amendment and amendments to the San Marco PD District, San Marco Development Plan, and San Marco Development Agreement, at which time oral and/or written testimony was considered.

SECTION 1.

The above recitals are true and correct and incorporated herein.

SECTION 2. Findings.

- A. Based on the City Council Staff Report entitled, "Adoption of Two City Council Resolutions to: 1) Certify a Final EIR, Adopt CEQA Findings, Adopt an MMRP, and 2) Amend the General Plan Land Use Map; and Introduction and Waive First Reading of Two City Council Ordinances to: 1) Amend the San Marco PD District and Development Plan, and 2) Approve the 4th Amendment to the San Marco Development Agreement for the San Marco Commercial Center Project, AP-18-1349 (GP, RZ, DA)," and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the City Council finds that:

1. All impacts identified in the Final EIR, including the Draft EIR and any revisions made to the Draft EIR, have been independently reviewed and considered by the City Council, prior to making a decision on the requested amendment to the San Marco Development Agreement.
 2. The requested development agreement amendment is consistent with the General Plan, in that its provisions will motivate the applicant to develop the project site for commercial uses, consistent with the site's General Plan land use designation (as amended through City Council Resolution 13849).
 3. The requested development agreement amendment will promote the public health, safety, and general welfare, in that it will require the applicant to construct a park facility on the 2.78-acre park site located in San Marco Subdivision Unit 12. Research shows that parks contribute to public health in a number of ways, from promoting physical activity to improving mental health.
- B. The staff report entitled "Adoption of Two City Council Resolutions to: 1) Certify a Final EIR, Adopt CEQA Findings, Adopt an MMRP, and 2) Amend the General Plan Land Use Map; and Introduction and Waive First Reading of Two City Council Ordinances to: 1) Amend the San Marco PD District and Development Plan, and 2) Approve the 4th Amendment to the San Marco Development Agreement for the San Marco Commercial Center Project, AP-18-1349 (GP, RZ, DA)," dated November 16, 2020, is referenced hereto as additional support for the findings.

SECTION 3. Decision.

Based on the findings and the authority set forth above, the City Council hereby approves an amendment to the San Marco Development Agreement, as substantially presented in Exhibit "A" of this Ordinance.

SECTION 4. Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 5. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on November 16, 2020, and was adopted and ordered published at a meeting of the City Council held on December 21, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Exhibit A of Ordinance No. 20-1481
San Marco Development Agreement Amendment

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Pittsburg
City Hall
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Clerk

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN
CITY OF PITTSBURG
AND
SEECON FINANCIAL AND CONSTRUCTION CO., INC.**

This Fourth Amendment to Development Agreement ("Fourth Amendment") is made and entered into this _____ day of _____, 2020 by and between the CITY OF PITTSBURG, a municipal corporation ("City") and SEECON FINANCIAL & CONSTRUCTION CO., INC., a California corporation ("Developer").

RECITALS

A. The City and the Developer entered into that certain Development Agreement dated April 1990. The Development Agreement was recorded on August 1, 1990 under Recorder's Series No. 90-156572 in Book 16024 at Page 1 of the Official Records of Contra Costa County, California. The Development Agreement was amended by that certain First Amendment to Development Agreement dated November 1, 2001 and recorded on May 22, 2002 as Document No. 2002-0183109, by that certain Second Amendment to Development Agreement dated July 19, 2010 and recorded on December 28, 2010 as Document No. 2010-0294754, and by that Third Amendment to Development Agreement dated April 8, 2013 and recorded on May 10, 2013 as Document No. 13-117342. The Development Agreement, as amended, is referred to herein as the "Agreement".

B. The Development Agreement and this Fourth Amendment are entered into pursuant to the provisions of California Government Code Sections 65864, et seq. and City Resolution No. 89-7466, which resolution established the procedures and requirements for the consideration of development agreements.

C. The Property subject to the Agreement consists of approximately 6.39 acres as more particularly described in Exhibit "A" to the Agreement.

D. For the reasons set out in the Agreement, the Developer and the City determined that the Project is a development for which a development agreement is appropriate. The Agreement eliminated uncertainty by planning for and securing orderly development of the Project. The Developer desired and continues to desire to receive assurances that it may proceed with the Project in accordance with the existing ordinances, resolutions and regulations as of the effective date of the Agreement, except as otherwise set out in this Fourth Amendment.

D. The Agreement, as amended by Ordinance No. 06-1270, requires that Developer dedicate property for a six-acre park at the southeast corner of West Leland Road and San Marco Boulevard and a three-acre park on the west side of the San Marco Development and further provides that Developer shall dedicate park land, pay park improvement in-lieu fees or construct park improvements in accordance with the City's Parkland Dedication Fee Ordinance in effect on August 1, 1990.

E. Developer has previously constructed and dedicated to the City approximately 2.44 acres of park space at the southeast corner of West Leland Road and San Marco Boulevard, in accordance with Agreement.

F. On November 16, 2020, the City amended the General Plan and rezoned the 3.69-acre parcel as shown in Exhibit "A" to this Fourth Amendment for commercial purposes (hereafter "Commercial Parcel").

G. Developer wishes to construct a commercial development with up to 35,148 square feet of commercial area on the Commercial Parcel.

H. The City agrees that the Developer is not in default and is in conformance with the Agreement.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Incorporation of Recitals and Exhibits: The recitals to this Fourth Amendment and the exhibits attached hereto are by this reference incorporated herein as though set out in full.

2. The "Fourth Amendment Effective Date" shall mean that date on which all applicable statute of limitation periods have expired in which to challenge the approvals described in Recital F above and this Development Agreement or, in the event any such approvals are challenged, the final, non-appealable favorable resolution of any such challenges.

3. New Sections 9(2)(i) and 9(2)(ii) are hereby added to the Development Agreement which shall read as follows:

9(2)(i) Developer shall retain ownership of and develop that certain 3.57-acre parcel described on the attached Exhibit "A" of this Fourth Amendment ("Commercial Parcel") for commercial purposes. Within sixty (60) days after the Fourth Amendment Effective Date, Developer shall submit a Parcel Map Waiver

to the City to create the Commercial Parcel. Within sixty (60) days thereafter, the City shall process and record the Parcel Map Waiver and deed the Commercial Parcel to Developer. Developer shall commence development of the Commercial Parcel within twenty-four (24) months from the Fourth Amendment Effective Date provided the Commercial Parcel has been deeded pursuant to the above.

(a) In the event Developer commences construction within said twenty-four (24) month period, Developer shall have an additional forty-eight (48) months to complete construction of a minimum of 30,000 square feet of commercial space on the Commercial Parcel.

(b) In the event Developer has not commenced construction of the Commercial Parcel within said twenty-four (24) month period, or does not complete construction of a minimum of 30,000 square feet of commercial floor space within the time period set forth above, Developer shall pay to the City the sum of Fifty Thousand Dollars (\$50,000).

9(2)(ii) Within twenty-four (24) months from the Fourth Amendment Effective Date, Developer shall construct improvements on the 2.78-acre park site in San Marco Unit 11 at a cost not to exceed \$1,582,724.00, such costs to include all plan check, utility connections, construction, permitting and inspection costs. Developer will pay all design costs in addition to the amount set forth above. The City will not require C.3 facilities to be incorporated into the park design.

4. Except as otherwise expressly amended or modified herein, the terms and conditions of the Development Agreement shall remain in full force and effect.

5. To the extent any provision of this Amendment conflicts with the provisions of that certain Memorandum of Understanding between the City and Developer with an effective date of June 5, 2007, the provisions of this Amendment shall supersede such conflicting provisions.

Executed the day and year first above written.

City: CITY OF PITTSBURG, a municipal corporation

Garrett Evans, City Manager

Approved as to Form:

Donna Mooney, City Attorney

Attest:

Alice Evenson, City Clerk

Developer: SEECON FINANCIAL AND CONSTRUCTION CO., INC., a California corporation

By: _____

Its: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____ before me,
_____, Notary Public, personally appeared
_____, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

NOTARY'S SIGNATURE

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____ before me,
_____, Notary Public, personally appeared
_____, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

NOTARY'S SIGNATURE

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____ before me,
_____, Notary Public, personally appeared
_____, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

NOTARY'S SIGNATURE

EXHIBIT 'A'
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PORTION OF PARCEL 'A' AS SAID PARCEL IS SHOWN ON THE MAP OF SUBDIVISION 7362 FILED ON DECEMBER 29, 2000 IN BOOK 427 OF MAPS AT PAGE 48 AND A PORTION OF PARCEL 'A' AS SAID PARCEL IS SHOWN ON THE MAP OF SUBDIVISION 8649 FILED ON SEPTEMBER 6, 2002 IN BOOK 446 OF MAPS AT PAGE 47 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO THE SOUTHWEST PITTSBURG GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD) RECORDED ON JULY 19, 2016 UNDER RECORDERS SERIES NUMBER 2016-0142014 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA THENCE NORTH 84°33'53" WEST, 34.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAN MARCO BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE NORTH 02°52'59" EAST, 303.61 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AND AN ARC LENGTH OF 31.42 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF WEST LELAND ROAD;

THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 87°07'01" EAST, 44.14 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 13°43'36", AND AN ARC LENGTH OF 47.92 FEET;

THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 13°43'36", AND AN ARC LENGTH OF 35.94 FEET;

THENCE SOUTH 87°07'01" EAST, 60.78 FEET;

November 28, 2018

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THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 16°35'15", AND AN ARC LENGTH OF 40.53 FEET;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 16°49'08", AND AN ARC LENGTH OF 29.35 FEET;

THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 1600.00 FEET, THROUGH A CENTRAL ANGLE OF 07°51'18", AND AN ARC LENGTH OF 219.35 FEET;

THENCE, LEAVING SAID RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF PITTSBURG RECORDED ON APRIL 4, 2018 UNDER RECORDERS SERIES NUMBER 2018-0051741 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, ALONG A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 51°31'13" WEST 14.00 FEET, THROUGH A CENTRAL ANGLE OF 52°12'16", AND AN ARC LENGTH OF 12.76 FEET;

THENCE SOUTH 13°43'29" WEST, 284.75 FEET;

THENCE NORTH 76°38'04" WEST, 6.04 FEET;

THENCE SOUTH 13°44'05" WEST, 33.68 FEET;

THENCE NORTH 76°15'55" WEST, 12.55 FEET;

THENCE SOUTH 11°02'05" WEST, 21.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID GHAD PARCEL;

THENCE ALONG SAID NORTHERLY LINE NORTH 79°00'17" WEST, 161.60 FEET;

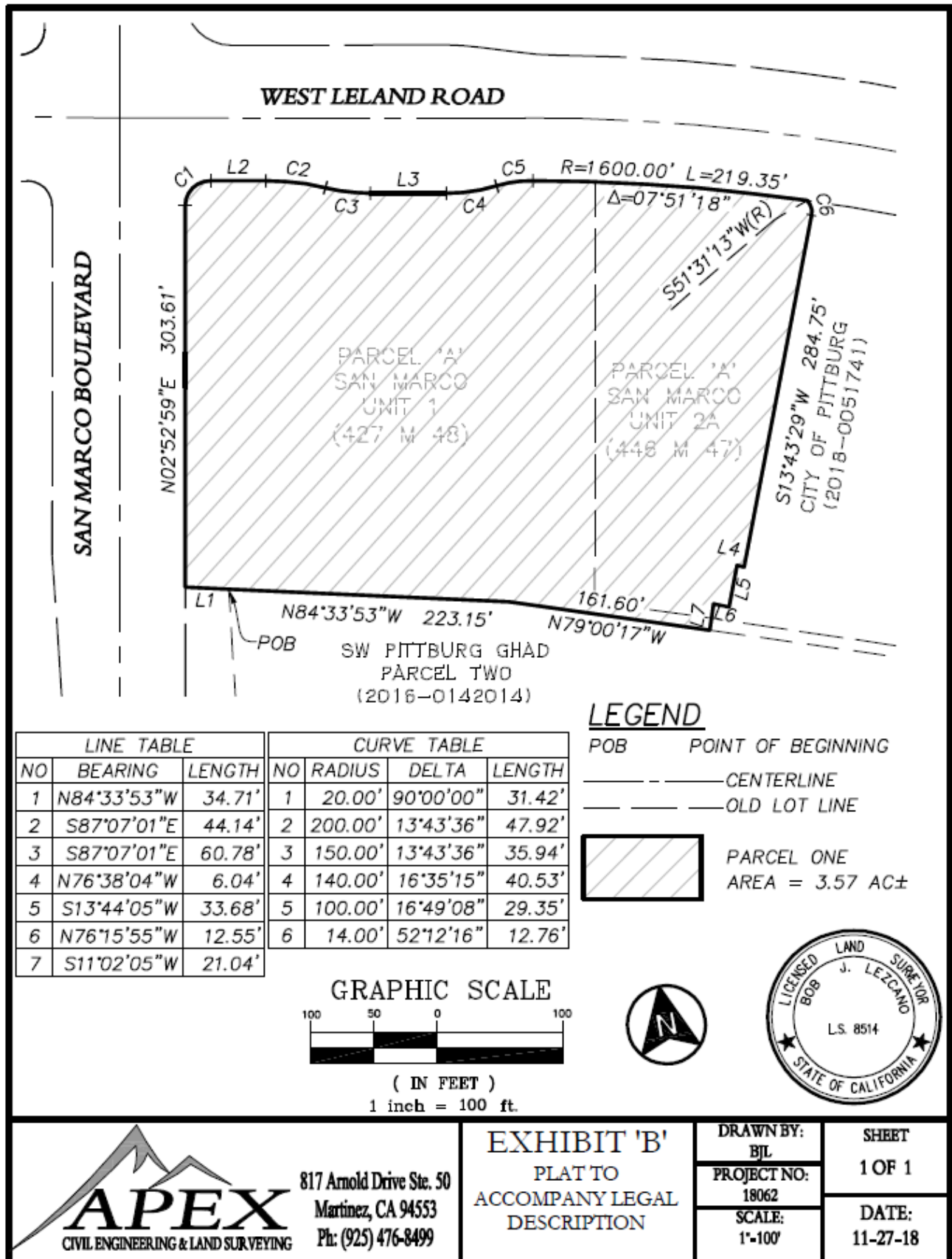
THENCE NORTH 84°33'53" WEST, 223.15 FEET THE POINT OF BEGINNING.

CONTAINING 3.57 ACRES OF LAND, MORE OR LESS.

END OF DESCRIPTION

November 28, 2018

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

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

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

To comply with CalPERS' interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master pay schedule will be submitted to the City Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

FISCAL IMPACT

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

RECOMMENDATION

The City Council adopt a resolution to amend the City of Pittsburg's master pay schedule for all employee classifications, so the City is in compliance with the requirements of the California Code of Regulations, Title 2, Section 570.5 and the California Public Employees' Retirement System (CalPERS) relating to publicly available pay schedules for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1.

BACKGROUND

CalPERS, pursuant to their interpretation of California Code of Regulations, Title 2, Section 570.5, recommends all CalPERS employers to maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

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

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The changes to master pay schedule reflect changes approved by City Council on November 16, 2020 to establish the salary range of the new classification specification of Utility Maintenance Worker and to amend the salary ranges of the Utility Lineworker and Utility Technician classifications due to salary equity adjustments and corrections were made to the effective date and salary of the City Manager.

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

ATTACHMENTS:

Resolution
Pay Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Amending Previously Adopted)
Employee Pay and Listing All Employee) RESOLUTION NO. 20-
Compensation on a Publicly Available)
Master Schedule)

The Pittsburg City Council FINDS AND DETERMINES as follows:

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

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

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

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

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

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

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all incentives	UNIT
Account Clerk (Part 1 of 2)	109	07/01/18	3,719	3,905	4,100	4,305	4,520			4,570	AFSCME
Account Clerk (Part 2 of 2)	170	07/01/18	4,266	4,479	4,703	4,938	5,185			5,235	AFSCME
Accountant I	350	07/01/18	5,639	5,921	6,217	6,528	6,854			6,904	MPC
Accountant II	500	07/01/18	6,312	6,628	6,959	7,307	7,672			7,722	MPC
Accounting Technician	220	07/01/18	4,981	5,230	5,492	5,767	6,055			6,105	AFSCME/MPC
Administrative Analyst I	390	07/01/18	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Administrative Analyst II	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Administrative Assistant (Part 1 of 2)	100	07/01/18	3,711	3,897	4,092	4,297	4,512			4,562	AFSCME
Administrative Assistant (Part 2 of 2)	160	07/01/18	4,297	4,512	4,738	4,975	5,224			5,274	AFSCME/MPC
Administrative Officer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Administrative Coordinator	350	12/17/18	5,639	5,921	6,217	6,528	6,854			6,904	MPC
Administrative Specialist	290	07/01/18	5,324	5,590	5,870	6,164	6,472			6,522	MPC
Assistant City Clerk	820	07/20/20	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Assistant City Engineer	920	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Assistant City Manager	950	07/14/19	14,744				18,815			18,815	Sr. Exec Team
Asst. Director of Economic Dev & Recreation	887	07/14/19	10,700				13,004			13,004	Mgmt Group
Assistant Director of Finance	887	07/14/19	10,700				13,004			13,004	Mgmt Group
Assistant Director of Public Works	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Assistant Engineer	510	07/01/18	6,494	6,819	7,160	7,518	7,894			8,339	MPC
Assistant Planner	450	07/01/18	6,212	6,523	6,849	7,191	7,551			7,979	MPC
Assistant to the City Manager	835	07/14/19	10,278				12,492			12,492	Mgmt Group
Associate Engineer	780	07/01/18	7,519	7,895	8,290	8,705	9,140			9,647	MPC
Associate Planner	740	07/01/18	7,191	7,551	7,929	8,325	8,741			9,228	MPC
Building Inspection Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Business Development Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Business License Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Chief Building Official	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Chief of Police	955	07/14/19	15,022				18,991			23,074	Sr. Exec Team
City Attorney	943	09/08/19					17,483			17,483	Contract
City Clerk							470			470	Elected Official
City Council							500			500	Elected Official
City Council -- member of a different governing board											
if serving on Tri Delta Transit		\$100 per meeting		visit www.TriDeltaTransit.com							
if serving on Delta Diablo Sanitation District		\$209 per meeting		visit ddsd.org							
City Engineer	935	07/14/19	11,455				13,923			13,923	Mgmt Group
City Manager	960	02/05/20					20,962			20,962	Contract
City Treasurer							470			470	Elected Official
Combination Building Inspector	520	07/01/18	6,522	6,848	7,190	7,549	7,926			7,976	AFSCME
Community Outreach Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Community Relations Manager	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Community Services Specialist	258	07/01/18	5,184	5,443	5,715	6,001	6,301			6,351	AFSCME
Compliance Principal	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,593	MPC
Contract Analyst	390	07/01/18	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Crime Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Customer Service Representative	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME
Deputy City Clerk	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Development Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all incentives	UNIT
Director of Community Development	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Community Services	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Finance	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Human Resources	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Public Works	945	07/14/19	13,624				16,562			16,562	Sr. Exec Team
Director of Records and Council Services	8351	07/14/19	10,278				12,492			12,492	Sr. Exec Team
Director of Recreation and Maint. Services	920	07/14/19	11,455				13,923			13,923	Mgmt Group
Director of Water Utilities	935	07/14/19	13,112				15,936			15,936	Mgmt Group
Electrical Technician	420	07/01/18	6,011	6,312	6,628	6,959	7,307			7,892	Teamsters
Electrical Apprentice	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,303	Teamsters
Engineering Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Engineering Technician I	310	07/01/18	5,444	5,716	6,002	6,302	6,617			6,667	AFSCME
Engineering Technician II	460	07/01/18	6,304	6,619	6,950	7,297	7,662			7,712	AFSCME
Environmental Affairs Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Environmental Health Specialist I	390	07/15/19	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Environmental Health Specialist II	700	07/15/19	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Equipment Mechanic	270	07/01/18	5,310	5,576	5,855	6,148	6,455			6,971	Teamsters
Equipment Shop Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Executive Assistant	400	07/14/19	6,018				7,314			7,314	Mgmt Group
Executive Assistant to the Chief of Police	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Finance Division Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Financial Analyst	580	07/01/18	7,083	7,437	7,809	8,199	8,609			8,659	MPC
GIS Analyst	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Harbormaster	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Housing Inspector	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Housing Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Housing Program Analyst I	390	07/20/20	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Housing Program Analyst II	700	07/20/20	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Housing Specialist	210	07/01/18	4,898	5,143	5,400	5,670	5,954			6,004	AFSCME
Human Resources Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Human Resources Manager	890a	07/14/19	10,278				12,492			12,492	Mgmt Group
Human Resources Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Information Technology Analyst I	420	07/15/19	6,011	6,312	6,628	6,959	7,307			7,357	MPC
Information Technology Analyst II	720	07/15/19	7,037	7,389	7,758	8,146	8,553			8,603	MPC
Information Technology Manager	855	10/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Lead Community Services Specialist	415	07/01/18	6,001	6,301	6,616	6,947	7,294			7,344	AFSCME
Lead Electrical Technician	705	08/19/19	6,959	7,307	7,672	8,056	8,459			9,136	Teamsters
Lead Marina Services Worker	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,094	Teamsters
Lead Police Records Clerk	255	07/01/18	5,225	5,486	5,760	6,048	6,350			6,400	AFSCME
Lead Public Works Superintendent	885	07/01/18	10,685	11,219	11,780	12,369	12,987			13,037	MPC
Maintenance Assistant	95	07/01/18	3,372	3,541	3,718	3,904	4,099			4,304	Teamsters
Maintenance Ld Worker - Env. Services/Fac. Util.	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,296	Teamsters
Maintenance Worker I - Env. Services/Fac. Util.	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,445	Teamsters
Maintenance Worker II - Env. Services/Fac. Util.	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,303	Teamsters
Office Assistant	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME
Payroll Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Permit Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all Incentives	UNIT
Pest Control Specialist	470	07/01/18	6,243	6,555	6,883	7,227	7,588			7,967	Teamsters
Planning Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Planning Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Captain	650	07/14/19	12,730	13,366	14,034	14,736	15,473	16,247		20,552	PMG
Police Evidence Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Lieutenant	640	07/14/19	11,097	11,652	12,235	12,847	13,489	14,163		17,916	PMG
Police Officer	600	07/14/19	6,053	6,356	6,674	7,008	7,358	7,726	8,112		POA
Police Officer (Continuation of Steps H & I)								8,518	8,944	12,479	POA
Police Records Clerk (Part 1 of 2)	110	07/01/18	3,898	4,093	4,298	4,513	4,739			4,789	AFSCME
Police Records Clerk (Part 2 of 2)	180	07/01/18	4,512	4,738	4,975	5,224	5,485			5,535	AFSCME
Police Records Supervisor	540	07/01/18	6,590	6,920	7,266	7,629	8,010			8,060	MPC
Police Sergeant	625	07/14/19	8,599	9,029	9,480	9,954	10,452	10,975		16,078	POA
Police Services Administrator	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Power Company Manager	920a	07/14/19	11,455				13,923			13,923	Mgmt Group
Property and Evidence Coordinator	410	07/01/18	5,999	6,299	6,614	6,945	7,292			7,342	AFSCME
Public Works Superintendent	880	07/01/18	9,230	9,691	10,176	10,685	11,219			11,269	MPC
Public Works Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Purchasing Analyst	720	07/01/18	7,037	7,389	7,758	8,146	8,553			8,603	MPC
Records Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	AFSCME
Recreation Coordinator	230	07/01/18	5,055	5,308	5,573	5,852	6,145			6,195	AFSCME
Recreation Supervisor	550	07/01/18	6,603	6,933	7,280	7,644	8,026			8,076	MPC
Redevelopment Project Manager	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Revenue Operations Supervisor	745	10/15/18	7,238	7,600	7,980	8,379	8,798			8,848	MPC
Senior Administrative Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Civil Engineer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Senior Combination Building Inspector	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Senior Financial Analyst	790	07/01/18	8,200	8,610	9,040	9,492	9,967			10,017	MPC
Senior Housing Program Analyst	820	07/20/20	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Human Resources Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Information Technology Analyst	820	07/15/19	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Planner	840	07/01/18	8,326	8,742	9,179	9,638	10,120			10,676	MPC
Senior Redevelopment Project Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Sweeper Operator	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,294	Teamsters
Utility Lineworker		11/29/20	7,213	7,574	7,953	8,351	8,769			9,207	IBEW
Utility Maintenance Worker (Electric/Gas)		11/29/20	5,496	5,771	6,060	6,363	6,681			7,015	IBEW
Utility Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Utility Technician - (Electric/Gas)		11/29/20	9,168	9,626	10,107	10,612	11,143			11,700	IBEW
Water Instrument/Maintenance Technician I	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Instrument/Maintenance Technician II	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Maintenance Mechanic I	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Maintenance Mechanic II	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Plant Apprentice Operator	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,128	Teamsters
Water Plant Operator	560	07/01/18	7,071	7,425	7,796	8,186	8,595			9,755	Teamsters
Water Plant Superintendent	883	07/01/18	9,692	10,177	10,686	11,220	11,781			12,231	MPC
Water Plant Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			11,722	MPC
Water Quality Analyst I	380	07/01/18	6,198	6,508	6,833	7,175	7,534			8,371	Teamsters
Water Quality Analyst II	710	07/01/18	7,462	7,835	8,227	8,638	9,070			9,984	Teamsters

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all Incentives	UNIT
HOURLY / SEASONAL CLASSIFICATIONS ARE NOT ELIGIBLE FOR INCENTIVES											
Expert Consultant	0910	03/16/15	30.00				100.00				N/A
High School Intern	0550	01/01/20					13.00				N/A
Intern (college-level)	0510	01/01/20	14.50		16.00		17.50		19.00		N/A
Maintenance Aide	0530	01/01/20	13.03	13.74	14.48	15.25	16.06	16.92	17.82	18.76(H) 19.76(I)	20.81(J) 21.92 (K)
Maintenance Helper	0520	01/01/20					13.00				n/a
Police Officer Trainee	6009	07/14/19	29.10	20% less than Police Officer Step A							n/a
Recreation Leader I	0550	01/01/20					13.00				n/a
Recreation Leader II	0560	01/01/20	13.50		14.00		14.50				n/a
Recreation Leader III	0570	06/17/13	13.00	14.00	15.00	16.00	17.00	18.00	19.00		20.00 (H)



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Allocating Funds and Authorizing Additional Construction Contingency for Project 5208, Montezuma Slough Pump Station Reconstruction Project

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

Project 5208, Montezuma Slough Pump Station Reconstruction Project (the "Project") is for the removal and replacement of the pump station adjacent to the Montezuma Slough to alleviate flooding on West 8th Street during storms. During construction, the Contractor encountered several unforeseen conditions that require additional work. Adoption of this resolution will allocate funds and authorize additional construction contingency for the Project to allow for the additional costs.

FISCAL IMPACT

The Project is funded with \$125,000 from the Sewer Operations Fund (Fund 521), and \$550,000 from the Sewer Facilities Reserve Fund (Fund 522). Based on project expenditures, staff has determined that an additional allocation of \$35,000 to the Project from the Sewer Facilities Reserve Fund (Fund 522) is required for a new total Project budget of \$710,000.

The current construction contingency for the Project is \$43,739. Staff has determined that an additional \$35,000 of contingency will be required to complete the Project, for a total contingency amount of \$78,739 (18% of the contract amount). For more detailed information, see the attached Project Budget Summary.

RECOMMENDATION

City Council adopt the attached resolution allocating an additional \$35,000 from the Sewer Facilities Reserve Fund to the Project and authorizing an additional \$35,000 of construction contingency for a new total contingency amount of \$78,739.

Staff further requests that the City Engineer be authorized to approve contract change orders for a total amount not to exceed 50% of the contingency and the City Manager be

authorized to approve contract change orders for a total amount not to exceed 100% of the contingency amount.

BACKGROUND

On February 13, 2019, severe weather and high winds caused significant damage to the Montezuma Pump Station, which is more than 50 years old. The floor and support system collapsed, causing significant damage to the pump and pump house. Public Works staff used an emergency back-up pump to help alleviate flooding on West 8th Street during storm events last winter. The Montezuma Slough pump station is a critical flood control facility and immediate replacement is necessary to ensure that the system is returned to full operation in time for the 2020/21 rainy season.

On May 6, 2019, the City Council approved Resolution 19-13625 allocating \$125,000 from the Sewer Operations Fund (Fund 521) for design and bidding of the Montezuma Slough Pump Station Reconstruction Project.

On September 16, 2019, the City Council approved Resolution 19-13689 allocating \$350,000 from the Sewer Facilities Reserve Fund (Fund 522) to the Project.

On August 3, 2020, the City Council approved Resolution 20-13816 awarding the Project to Valentine Corporation in the amount of \$437,369 and allocating \$200,000 Sewer Facility Reserve Funds (Fund 522) for a total Project budget of \$675,000.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Montezuma Slough pump station is an integral part of the stormwater discharge system for downtown, helping alleviate flooding in the upstream neighborhood adjacent to the drainage channel near Beacon Street and West 8th Street. Completion of this project is a high priority and will free up the emergency back-up pump for use at other locations when necessary.

During construction, the Contractor encountered several unforeseen conditions that required modification to the construction contract. This includes modified conditions for connection of power to the new facility. Pacific Gas and Electric (PG & E) has requested a change due to inadequate access for their personnel, and the addition of a new power pole to establish power to the facility.

The original approved contingency was \$43,739 (10 percent of contract amount). Approval of the additional contingency requested will result in a total contingency amount of 18 percent of the contract for the Project. A 15 percent contingency is typical for underground contracts. In this case, a lower amount was proposed since a large portion of the project was not underground work. The construction contract is approximately 90% complete.

ATTACHMENTS: Resolution
 Project Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	RESOLUTION NO. 20-
Allocating Funds and Authorizing Additional	)	
Construction Contingency for Project 5208,	)	
Montezuma Slough Pump Station	)	
<u>Reconstruction Project</u>	)	

The City Council of the City of Pittsburgh FINDS AND DETERMINES as follows:

WHEREAS, Project 5208, Montezuma Slough Pump Station Reconstruction Project (the "Project") is for the removal and replacement of the pump station adjacent to the Montezuma Slough to alleviate flooding on West 8th Street during storms; and

WHEREAS, on February 13, 2019, severe weather and high winds caused significant damage to the Montezuma Pump Station, which is more than 50 years old. The floor and support system collapsed, causing significant damage to the pump and pump house; and

WHEREAS, on May 6, 2019, the City Council approved Resolution 19-13625 allocating \$125,000 from the Sewer Operations Fund (Fund 521) for design and bidding of the Montezuma Slough Pump Station Reconstruction Project; and

WHEREAS, on September 16, 2019, the City Council approved Resolution 19-13689 allocating \$350,000 from the Sewer Facilities Reserve Fund (Fund 522) to the Project; and

WHEREAS, on August 3, 2020, the City Council approved Resolution 20-13816 awarding the Project to Valentine Corporation in the amount of \$437,369 and allocating \$200,000 Sewer Facility Reserve Funds (Fund 522) for a total Project budget of \$675,000.

WHEREAS, the approved contingency amount for the Project was established at \$43,739 for unforeseen expenses (10% of the contract amount); and

WHEREAS, during construction, the Contractor encountered several unforeseen conditions that required modification to the construction contract; and

WHEREAS, staff requests allocation of an additional \$35,000 from the Sewer Facility Reserve Fund (Fund 522) to the Project for additional construction costs, for a new total Project budget of \$710,000; and

WHEREAS, staff requests that the contingency fund be increased by \$35,000 for a new total contingency amount of \$78,739; and

WHEREAS, staff recommends that the City Engineer or his designee be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby resolves as follows:

Section 1. City Council hereby approves the allocation to the Project budget of \$35,000 from the Sewer Facilities Reserve Fund (Fund 522) for a new total budget of \$710,000.

Section 2. The additional construction contingency in the amount of \$35,000 is hereby authorized for a new total contingency amount of \$78,739.

Section 3. The City Engineer or his designee is authorized to approve contract change orders up to 50% of this amount, and the City Manager is authorized to approve change orders up to 100% of this amount.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Exhibit A - Project Budget Summary

Contract 2019-06, Montezuma Pump Station Replacement Project Project 5208

Project Funding

Fund 521 Sewer Operation Fund	\$125,000
Fund 522 Sewer Facilities Reserve Fund	\$350,000
Fund 522 Sewer Facilities Reserve Fund	\$200,000
Fund 522 Sewer Facilities Reserve Fund (new allocation)	\$35,000
Funding Total	\$710,000

Project Expenditures:

Design: (Code 2122)	Design Engineering	\$88,300
	Design Engineering Survey	\$6,300
	Design Engineering Pre Demo Survey	\$2,000
	Design Engineering Geotechnical	\$10,200
	Design Contingency	\$11,169
	Subtotal	\$117,969
Miscellaneous: (Code 1399)	Advertising (all projects)	\$1,000
	Reproduction (all projects)	\$100
	Postage (all projects)	\$887
	Environmental Permitting	\$7,312
	Pump Rental and Repair	\$1,332
	Subtotal	\$10,631
Construction (Code 2281)	Construction	\$437,369
	Demo/Remove Existing Building	\$7,254
	Contingency	\$78,736
	Bilogist During Construction	\$30,287
		\$553,646
Staff Time: (Code 1101)	Staff Design	\$12,500
	Staff Construction Management	\$3,277
	Subtotal	\$15,777
Admin Overhead (Code 2372)	Staff Design	\$8,700
	Staff Construction Management	\$3,277
	Subtotal	\$11,977
	Estimated Total Expenditures	\$710,000



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Safe Routes to BART (SR2B) Grant for Project 2019, BART Pedestrian and Bicycle Connectivity Project

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

The City has been chosen to receive a grant from the San Francisco Bay Area Rapid Transit (BART) District in the amount of \$700,000 for the construction of pedestrian and bicycle pathways. If approved, the resolution will accept the grant and allocate the required matching funds to Project 2019, the BART Pedestrian and Bicycle Connectivity Project.

FISCAL IMPACT

Under BART grant guidelines, the \$700,000 grant award requires local matching funds in the amount of \$300,000. Sufficient funds are available for re-allocation in the Local Traffic Mitigation Fee (LTMF) (Fund 303). Construction activities to install pathways are an appropriate use for these funds.

RECOMMENDATION

City Council adopt a resolution accepting the \$700,000 SR2B grant and allocating these funds to Project 2019, BART Pedestrian and Bicycle Connectivity Project; allocating \$300,000 to the Project from Local Traffic Mitigation Fees (Fund 303) as matching funds; approving the "Funding Agreement between the San Francisco Bay Area Rapid Transit District and the City of Pittsburg" and authorizing the City Manager to execute all documents pertaining to this program.

BACKGROUND

On July 23, 2020, staff applied to BART for SR2B grant funding for the construction of pedestrian and bicycle pathways for the BART Pedestrian and Bicycle Connectivity Project.

On September 14, 2020, BART notified the City that the grant application was approved for \$700,000.

The City Engineer requests the grant funds, and \$300,000 from the LTMF fund be allocated to the BART Pedestrian and Bicycle Connectivity project. The additional funds will result in a new total approved budget of \$5,578,000.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Staff is requesting the City Council approve the attached resolution accept the \$700,000 grant and allocate these funds, plus \$300,000 in matching funds, to the BART Pedestrian and Bicycle Connectivity Project.

The grant will support the City's project to construct Class I bikeways and Class IV buffered bikeways within existing public right-of-way that will include additional parallel parking, trail lighting, intersection corner treatments, wayfinding and service information signage, and fencing.

ATTACHMENTS: Resolution
 Funding Agreement

Report Prepared By: Paul Reinders, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to Accept a Safe)
Routes to BART (SR2B) Grant for)
Project 2019, BART Pedestrian)
And Bicycle Connectivity Project)

RESOLUTION NO. 20-

The City Council of the City of Pittsburgh FINDS AND DETERMINES as follows:

WHEREAS, the City applied for, and has been awarded, a SR2B grant in the amount of \$700,000 for construction of pedestrian and bicycle pathways for Project 2019, the BART Pedestrian and Bicycle Connectivity Project (the "Project"); and,

WHEREAS, the Project will construct Class I bikeways and Class IV buffered bikeways within existing public right-of-way and will include additional parallel parking, trail lighting, intersection corner treatments, wayfinding and service information signage, and fencing; and

WHEREAS, the SR2B grant that was awarded to the City is in the amount of \$700,000; and

WHEREAS, this grant requires matching funds from the City in the amount of \$300,000; and

WHEREAS, Staff requests that the City Council adopt a resolution accepting the \$700,000 SR2B grant and establish a budget in the amount of the grant.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby accepts the SR2B grant in the amount of \$700,000, authorizes allocation of \$300,000 from the Local Traffic Mitigation Fee (LTMF) (Fund 303) for construction of Project 2019, and authorizes the City Manager to execute the Funding Agreement and all related documents for the BART Pedestrian and Bicycle Connectivity Project.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

FUNDING AGREEMENT

between

THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

and

THE CITY OF PITTSBURG

in connection with the

BART PEDESTRIAN AND BICYCLE CONNECTIVITY PROJECT

This Grant Agreement (Agreement) is entered into as of the 21st day of December, 2020, by the San Francisco Bay Area Rapid Transit District (BART) and The City of Pittsburg (the “Agency”) in connection with the funding of the BART Pedestrian and Bicycle Connectivity Project in the City of Pittsburg near Pittsburg Center BART Station (“Project”).

RECITALS

1. The Pittsburg Center BART Station located at 2099 Railroad Avenue, is owned by BART.
2. Pittsburg Center BART Station is accessed by BART riders from home origins by walking 12 percent, taking connecting transit 13 percent, riding bicycles 3 percent, and being dropped off by a vehicle 31 percent (Source: 2015 BART Station Profile Survey).
3. Safe Routes to BART (SR2B) is a grant program targeting improved active access to BART stations. Grants to local jurisdictions using Measure RR funds will help those partner agencies deliver active access projects for the streets, sidewalks, trails and plazas that serve our customers on their way to BART but are not owned by BART.
4. The City of Pittsburg has jurisdiction over the aspects of transportation at hand in this project, including right-of-way design and maintenance, traffic signals and pedestrian and bicycle infrastructure.
5. The Pedestrian and Bicycle Connectivity Project will design and construct Class I bikeways and Class IV buffered bikeways within existing public right-of-way that will include additional parallel parking, trail lighting, intersection corner treatments, wayfinding and service information signage, and fencing. The project can be broken down into four distinct areas which included the following:

- a. The addition of Class IV buffered bike lanes on both sides of Railroad Avenue from California Avenue to 17th Street, which would connect to the Pittsburg Center BART Station in State Route 4 median from the north.
- b. The addition of a Class I path on the west side of Railroad Avenue from State Route 4 to the Delta De Anza Regional Trail, which would connect to the Pittsburg Center BART Station in the State Route 4 median from the south west.
- c. The addition of a Class I path along the north side of properties along Bliss Avenue from a BART parking facility to Railroad Avenue, where it would be connecting to the Pittsburg Center BART Station in the State Route 4 median from the south east.
- d. The addition of parking and a Class I path along the south side of California Avenue between Railroad Avenue and Harbor Street connecting to the Pittsburg Center BART Station in the State Route 4 median from the east.

There is a need for a short travel path where pedestrians and bicyclist can travel among all key destinations that surround the Pittsburg BART Center Station. The Project reduces the reliance on cars as a method of transportation in the immediate area by providing convenient and efficient pedestrian and bicycle facilities. This is essential to future development according to the Railroad Avenue Specific Plan (adopted 11/2/2019), which envisions a vibrant, walkable, mixed-use, mixed-income and transit-oriented district in the half mile (97 acres) around the Pittsburg Center BART Station.

6. The City of Pittsburg is the lead on the Project, and has the necessary expertise, experience, and jurisdiction agrees to implement the Project.

7. The Project is more fully described in Exhibit A: Initial Project Report of this Agreement.
8. BART wishes to contribute \$700,000 out of the total cost of the Project through a Measure RR-funded SR2B grant to The City of Pittsburgh. Implementation of the Project will make it easier for BART customers to reach Pittsburgh Center BART Station destination.
9. The purpose of this Agreement is to provide a procedure and set forth the conditions under which BART will pass through to The City of Pittsburgh the funds necessary to implement the Project, in an amount not to exceed \$700,000.

AGREEMENT

NOW, THEREFORE, BART and the City of Pittsburgh agree as follows:

SECTION 1: THE CITY OF PITTSBURG OBLIGATIONS

- A. The City of Pittsburgh agrees to design and construct the Project as described in Exhibit A of this Agreement.
- B. The City of Pittsburgh will not proceed with the Project construction until there has been complete compliance with the requirements of CEQA (Public Resources Code Sections 21000 et seq.) and the City of Pittsburgh's environmental quality regulations; specifically, The City of Pittsburgh retains the absolute discretion to (1) modify the Project to mitigate significant adverse environmental impacts; (2) select feasible alternatives which avoid significant adverse impacts of the Project; (3) require the implementation of specific measures to mitigate the significant adverse environmental impacts of the Project; (4) reject the Project if the economic and social benefits of the Project do not outweigh otherwise unavoidable significant adverse environmental impacts; or (5) approve the Project upon a finding that the economic and social benefits of the Project outweigh otherwise unavoidable significant adverse impacts.

- C. The City of Pittsburg agrees to conduct all necessary environmental review for the Project in compliance with the requirements of CEQA (Public Resources Code Sections 21000 et seq.) and the City of Pittsburg’s environmental quality regulations.
- D. The City of Pittsburg agrees that all Work that the City of Pittsburg performs, or causes to be performed, shall be done in accordance with all applicable laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including all applicable procurement rules and regulations, which relate to or in any manner affect the performance of this Agreement and all attachments to this Agreement. Further, for any portion of the Project considered a “public work,” the City of Pittsburg agrees to comply with all applicable requirements, of the California Business and Professions, Civil, Government, Labor, and Public Contract Codes, including prevailing wage provisions. The City of Pittsburg further agrees that it will comply with all applicable federal and state subrecipient monitoring and reporting requirements.
- E. Throughout the implementation of the Project, the City of Pittsburg agrees to comply with all Grant and Project Implementation requirements and guidance as noted in Exhibit B of this Agreement: Safe Routes to BART (SR2B) Grant Program Guidelines FY 2020/2021 Cycle.
- F. This Project will be funded in part with Measure RR bond funds. The City of Pittsburg agrees to use such funds exclusively for improvement of real property, as restricted by the bond rules. Such funds must be used for The Project as described Exhibit A of this Agreement.
- G. The City of Pittsburg agrees to provide any additional funding that may be needed to complete the Project beyond the \$700,000 provided by BART as stipulated by the City of Pittsburg in its grant application submission. The City of Pittsburg acknowledges that if any portion of the Project is not funded by such additional funding, BART is not obligated

to provide grant funds to the City of Pittsburgh and is not liable to the City of Pittsburgh in any way for such funding.

- H. The City of Pittsburgh acknowledges that the design and construction of the Project must maintain or improve access for BART's customers, including those with disabilities, both during and after construction of the Project.
- I. The City of Pittsburgh must acknowledge Measure RR as a funding source in printed and electronic materials describing the project, such as project identification construction signage, brochures, handbooks, newsletters, social media, and press releases. Project identification signage will confirm to BART's Project Signage Design Manual, Draft v3, presented as Exhibit C of this Agreement.
- J. BART reserves the right to review the project at key design milestones and propose modifications to the design of the Project to ensure that the Project is consistent with the initial project scope set forth in Exhibit A of this Agreement and continues to meet the SR2B program goals.
- K. Subject to the limitations in Paragraph B above, the City of Pittsburgh may enter into contract(s) with third parties for the completion of the Work as follows:
 - i. Said contract(s) shall be subject to all of the terms, conditions and limitations set forth in this Agreement.
 - ii. The City of Pittsburgh shall provide notice to BART of its intent to award these contract(s).
 - iii. BART reserves the right to seek concurrence on the City of Pittsburgh's award of any contract funded by this grant program.
 - iv. BART's execution of this Agreement and the City of Pittsburgh's award of any contract shall not relieve the City of Pittsburgh of liability to BART for any charges to

the grant that are subsequently disallowed or determined by any audit to be unallowable.

- v. BART reserves the right to review and concur any contract change order or amendment during the life of the Project.
 - vi. BART shall not be subject to any obligations or liabilities by contractors or subcontractors of the City of Pittsburgh or any other person not a party to this Agreement in connection with this Work, notwithstanding BART's concurrence in the award of any contracts.
 - vii. The City of Pittsburgh agrees that actions by the City of Pittsburgh's partner organizations, contractors or subcontractors, or any other party or agency shall not relieve the City of Pittsburgh of its obligation to fully comply with this Agreement.
- L. Recipients that have small business programs designed to encourage and facilitate the participation of small businesses in its contracts shall be required to implement those programs on all contracts funded by the SR2B program. To the extent that a recipient does not have a small business program, it will be required to encourage small business participation on all contracts funded by SR2B funds. The recipient will be responsible for including a report of all awards and payments to small businesses (whether as a Prime or Subcontractor) with each invoice to BART.
- M. Prior to commencement of any Project work, the City of Pittsburgh agrees to comply with all insurance requirements provided for in Exhibit B of this Agreement, and to ensure that all of its contractors or third parties performing work are in compliance with such requirements.
- N. The City of Pittsburgh agrees to invoice BART quarterly for actual costs incurred in the implementation of the Project.

- i. Prior to submission of invoices, the City of Pittsburgh must register as an approved BART vendor.
 - ii. Invoices will describe the service performed, the period covered, and the amount charged, as shown in the sample invoice included in Exhibit D of this Agreement.
 - iii. Invoices will include labor detail (if applicable) for direct construction costs and supporting documentation.
 - iv. The City of Pittsburgh's invoices to BART pursuant to this Agreement shall segregate costs by activity pursuant to the Initial Project Report in Exhibit A of this Agreement. In addition, each invoice must have sufficient documentation to show SR2B Grant and other funding sources, as initially detailed in Exhibit A of this Agreement, attached hereto and incorporated herein by this reference. All invoices shall be sent electronically in PDF format to BART's Accounts Payable Department at AP_supplier@bart.gov and copy SR2B@bart.gov and fmbugua@bart.gov.
 - v. BART will pay the City of Pittsburgh invoices within 30 days of receipt of complete invoice.
 - vi. The City of Pittsburgh shall submit final invoices for reimbursement within three months following Project construction completion and acceptance by the City of Pittsburgh.
- O. The City of Pittsburgh agrees to assign a Project Manager to oversee the Project, to see that project accounts are maintained, and to provide BART with written quarterly progress reports on the Project. The quarterly progress reports shall consist of a brief description of the work completed within the quarter, contracting changes (e.g. change orders/amendments to the SR2B funded scope of work), a list of small business contractors,

any outstanding impediments to completing the Project, and anticipated work to be completed in the next quarter, in the project report form included in Exhibit E of this Agreement. In addition to the narrative descriptions above, the City of Pittsburgh agrees to submit existing condition photos of the project with Exhibit A of this Agreement, and construction milestones and project completion photos (as applicable) with the subsequent quarterly report form included in Exhibit E of this Agreement shall be sent to:

[BART CONTACT]

- P. The City of Pittsburgh agrees that BART funds are used only for actual, allowable, necessary and reasonable costs, and that all Work costs, including local match contributions, if any, shall comply with applicable federal, state or local government requirements as well as SR2B Guidelines provided in Exhibit B of this Agreement.
- Q. The City of Pittsburgh shall allow representatives of BART's auditors access to all records, books, and documents related to costs or performance under this Agreement, beginning with the execution of this Agreement and extending to three years from the date of final closeout of all Work covered by this Agreement. The City of Pittsburgh's contractors and subcontractors shall be required to maintain all records related to contract or subcontract costs and performance for three years following final payment under the contract or subcontract, and shall allow BART's representatives to have access to all books, records, and documents relative to all costs and performance under the Agreement for audit and inspection purposes. These terms shall be included in all the City of Pittsburgh contracts issued for the Project.
 - i. The City of Pittsburgh shall provide, upon request, copies of all source documents required to verify compliance with the requirements of this Agreement, including but not limited to, approved cost allocation plans, written progress reports, job cost ledgers, and time records.

- ii. The City of Pittsburgh shall maintain all records related to the Work and its costs for three years from the date of final closeout of this Project.
- R. Subject to the limitations in Paragraph B above, once the Project is completed, the City of Pittsburgh agrees to maintain the Project in the manner in which it maintains all facilities and infrastructure under its jurisdiction. The City of Pittsburgh will own the improvements constructed as part of the Project, and assume all liability for them.
- S. Neither BART, nor any director, officer, agent or employee of BART, is responsible for any damages or liability occurring by reason of anything done or omitted to be done by the City of Pittsburgh, its officers, agents and employees, under or in connection with this Agreement. It is also understood that the City of Pittsburgh or its contractors will fully indemnify, hold harmless and defend in any claim or litigation BART, its directors, officers, agents and employees from any damage or liability occurring by reason of anything done or omitted to be done by the City of Pittsburgh, its officers, agents and employees under or in connection with this Agreement, and to pay and satisfy any resulting judgments; except that said indemnity, hold harmless and defense obligations shall not be applicable to any damage or liability occurring due to the negligence or willful misconduct of BART, its directors, officers, agents and employees.
- T. BART, its directors, officers, agents and employees shall be explicitly named as beneficiaries of any indemnity benefitting the City of Pittsburgh from any the City of Pittsburgh consultant or contractor in connection with the Project.
- U. The City of Pittsburgh shall ensure that its consultants and contractors shall include BART, its directors, officers, agents and employees as additional insureds under all liability insurance policies required by the City of Pittsburgh in connection with the Project.
- V. The City of Pittsburgh agrees that BART may terminate this Agreement for cause if the City of Pittsburgh is in default of any provision of this Agreement and has failed to cure any such

default as provided herein. BART shall serve a 30-day written notice of termination on the City of Pittsburg setting forth the manner in which the City of Pittsburg is in default and the manner in which the alleged default may be cured. If the City of Pittsburg does not cure a default within 30 days of the receipt of the notice, or commence to cure within the 30-day period and diligently prosecute the cure to completion to the satisfaction of BART, BART may, in its discretion, terminate this Agreement. If the Agreement is terminated, the City of Pittsburg will reimburse BART all unspent funds transmitted to the City of Pittsburg in accordance with this Agreement prior to termination.

W. During the performance of this Agreement, the City of Pittsburg, its contractors, its subrecipients, and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The City of Pittsburg shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Furthermore, the City of Pittsburg shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this Agreement.

SECTION 2: BART AGREEMENTS

- A. In accordance with Section 1.I above, BART may assign a Project Manager to review and provide comments on design plans. Should the BART Project Manager have comments, he or she will provide them within 21 calendar days of receipt of said documents from the City of Pittsburgh.
- B. BART reserves the right of BART staff and its authorized representatives to conduct construction observation of the project site.
- C. BART agrees to pay an amount not to exceed seven hundred thousand dollars for the work described in Exhibit A of this Agreement to be performed by the City of Pittsburgh
- D. BART reserves the right to recalculate or proportionately reduce any grant award amount due to the City of Pittsburgh for Project scopes that are modified and/or completed under budget or delays, liquidated damages, or non-compliance with provisions of this Agreement

SECTION 3: MUTUAL AGREEMENTS

- A. Neither party shall assign this Agreement, or any part thereof, without prior express written consent of the other, and any attempt thereof shall be void and unenforceable.
- B. All notices required hereunder may be given by personal delivery, U.S. mail, courier service (e.g. Federal Express) or facsimile. Notices shall be effective upon receipt at the following addresses:

To BART: San Francisco Bay Area Rapid Transit
300 Lakeside Drive, 22nd Floor
Oakland, California 94612

To City of Pittsburg: **City of Pittsburg – Engineering Division**

65 Civic Avenue

Pittsburg, California 94565

- C. Nothing in this Agreement is intended to establish the Parties as partners, co-ventures or principal and agent with one another. Neither party may contract or enter into any other agreement in the name of the other.
- D. This Agreement shall be interpreted under and pursuant to the laws of the State of California applicable to contracts to be performed within the State, without reference to conflicts of law principles. This Agreement is made in Oakland, California and any action relating to this Agreement shall be instituted and prosecuted in the courts of the Superior Court of California, County of Alameda.
- E. This Agreement shall be binding upon and inure to the benefit of approved transferees, successors and assigns of each of the Parties to it, except that there shall be no transfer of any interest by any of the Parties to this Agreement except pursuant to the terms of the Agreement.
- F. This Agreement represents the full, complete and entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other communications, representations, proposals, understandings or agreements, whether written or oral, between the Parties with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except in writing signed by an authorized officer or representative of each of the Parties.

IN WITNESS WHEREOF, the Parties executed this Agreement on or as of the date first written above.

Approved as to form: _____ [], City Attorney	CITY OF PITTSBURG: By: <u>City of Pittsburg</u> Name: <u>Garrett Evans</u> Title: <u>City Manager</u>
Approved as to form: _____ [], BART Attorney	BART: SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT By: _____ Name: _____ Title: _____

EXHIBITS

Exhibit A: Initial Project Report (IPR)

Exhibit B: Safe Routes to BART (SR2B) Grant Program Guidelines FY 2020/2021 Cycle

Exhibit C: BART Project Signage Design Manual, Draft v3

Exhibit D: Sample Invoice

Exhibit E: Quarterly Progress Reports



**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 Funds for Replacement of Water and Sewer Pipelines on East 9th Street

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

The City Engineer is requesting allocation of funds for the replacement of the water and sewer pipelines on East 9th Street between Cumberland Street and Los Medanos Street. If approved, the East 9th Street Water and Sewer Improvement Project will provide reliable water service for customers in the Zone 1 pressure zone.

FISCAL IMPACT

If approved, the attached Resolution will authorize allocation of \$400,000 from the Water Operations Fund (Fund 501) for the design and construction of the water improvements and \$300,000 from the Sewer Operations Fund (Fund 521) for the design and construction of sewer improvements, for a total project budget of \$700,000.

RECOMMENDATION

City Council adopt the attached Resolution approving the East 9th Street Water and Sewer Improvement Project and allocating \$400,000 from the Water Operations Fund (Fund 501) and \$300,000 from Sewer Operations Fund (Fund 521) to the Project for a total authorized project budget of \$700,000.

BACKGROUND

The existing 8" waterline in East 9th Street between Cumberland Street Avenue and Los Medanos Street is more than 100 years old and has chronic water breaks. Staff is recommending replacement of the existing waterline with a new 8" waterline intended to improve water service pressure and reliability of service to current and new Zone 1 customers in this neighborhood.

Similarly, the existing 6" sewer line in East 9th Street between Cumberland Street and Los Medanos Street is more than 90 years old and has numerous deficiencies that affect its flow and capacity. Staff is recommending replacement of this existing sewer with an 8" sewer line in order to increase capacity and improve flow in this area.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The estimated cost for replacement of the water and sewer line is \$676,405. The new water and sewer service mains will be constructed according to the City's current specifications.

If approved, the resolution approves the East 9th Street Water and Sewer Improvement Project and allocates funds for a total project budget of \$700,000.

The project will be advertised for bidding in Spring 2021. Staff will return to the City Council at a subsequent meeting for consideration of award of a construction contract to the lowest responsible responsive bidder. The project is scheduled to be constructed in Summer 2021.

ATTACHMENTS: Resolution
 Project Budget Summary

Report Prepared By: Calvin Chung, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Allocating Funds for Replacement of)
Water and Sewer Lines on East 9th)
Street _____)

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the existing 100-year old 8" water service main in East 9th Street, from Cumberland Street to Los Medanos Street is in immediate need of replacement with a new 8" waterline; and

WHEREAS, the existing 90-year old 6" sewer service main in East 9th Street, from Cumberland Street to Los Medanos Street is in immediate need of replacement with a new 8" sewer line; and

WHEREAS, staff requests allocation of \$400,000 from the City's Water Operations Fund 501 and \$300,000 from the City's Sewer Operations Fund 521 to the East 9th Street Water and Sewer Improvements Project to cover design, construction and associated project costs.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves the East 9th Street Water and Sewer Improvements Project and approves the allocation of \$400,000 from the City's Water Operations Fund (Fund 501) and \$300,000 from the City's Sewer Operations Fund (Fund 521) to Project for a total approved budget of \$700,000.

PASSED AND ADOPTED by the City Council of Pittsburgh at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

East 9th Street Water & Sewer Improvements

Project Budget Summary

Project Funding

Fund 501 Water Operations Fund	\$400,000
Fund 521 Sewer Operations Fund	\$300,000
Funding Total	\$700,000

Project Expenditures:

Design:	Consultant Design Fee	\$65,900
(Code 2122)	Contingency (~15%)	\$9,885
	Subtotal	\$75,785

Miscellaneous:	Advertising	\$1,000
(Code 1399)	Reproduction	\$1,000
	Subtotal	\$2,000

Construction:	Construction Contract	\$494,200
(Code 2281)	Contingency (~10%)	\$49,420
	Material Testing	\$15,000
	Subtotal	\$558,620

Wages/Benefits	Staff Time for Design Management	\$10,000
(Code 1101)	Staff Time for Construction Management	\$15,000
	Subtotal	\$25,000

Admin Overhead	Staff Costs During Design Management	\$5,000
(Code 2372)	Staff Costs During Construction Management	\$10,000
	Subtotal	\$15,000

Estimated Expenditures Total \$676,405



**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 a Subdivision Improvement Agreement for Subdivision 8406 Bailey Estates

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

On May 15, 2006 the City executed a Subdivision Improvement Agreement ("Agreement") with former project developer, Bailey Estates, LLC, for construction of Subdivision 8406, Bailey Estates. The project was delayed and the Agreement expired. A new developer, Pittsburg Bailey Estates, LLC, has acquired the project and will construct it. This resolution will authorize the City Manager to execute the Subdivision Improvement Agreement for the subdivision with the new developer.

FISCAL IMPACT

None. Approval of the Agreement will increase the fee amounts required to be paid by the development from 2006 rates to current rates.

RECOMMENDATION

City Council adopt the attached resolution approving the Subdivision Improvement Agreement between the City and Pittsburg Bailey Estates LLC ("Developer"), for Bailey Estates and authorizing the City Manager to execute the Agreement.

BACKGROUND

On June 22, 2004, the Pittsburg Planning Commission adopted Resolution No. 9497 approving the Vesting Tentative Map for Bailey Estates. This subdivision is located west of Bailey Road and consists of 255-single family homes.

On May 15, 2006 the City Council adopted Resolution 06-10539 approving the Final Map, Grading and Improvement Plans, and Subdivision Improvement Agreement for Subdivision 8406 Bailey Estates.

SUBCOMMITTEE FINDINGS

This item was not presented at a subcommittee.

STAFF ANALYSIS

The Final Map for Subdivision 8406 Bailey Estates was recorded on December 6, 2006. The original expiration date of the Subdivision Improvement Agreement for this development was May 15, 2009. An extension was granted on December 17, 2008, to extend the term of the Agreement to December 12, 2012.

The project was delayed by economic conditions and permitting issues with outside agencies. The City and the new Developer will enter into a Subdivision Improvement Agreement guaranteeing satisfactory completion by the Developer of all improvements related to Subdivision 8406 Bailey Estates.

ATTACHMENTS: Resolution
 Revised Subdivision Improvement Agreement
 Subdivision Improvement Agreement (initial)

Report Prepared By: Jolan Longway
 Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving A Subdivision)
Improvement Agreement for)
Subdivision 8406 Bailey Estates)

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, on June 22, 2004, the Pittsburgh Planning Commission approved Resolution No, 9497 approving the Vesting Tentative Map for “Bailey Estates”, a subdivision consisting of 255 single-family homes located west of Bailey Road; and

WHEREAS, on May 15, 2006, the City Council adopted Resolution 06-10539 approving the Final Map, Grading and Improvement Plans, and Subdivision Improvement Agreement for Subdivision 8406 Bailey Estates; and

WHEREAS, the Final Map for Subdivision 8406 Bailey Estates was recorded on December 6, 2006; and,

WHEREAS, economic conditions and permitting issues with outside agencies delayed the project, and the original May 15, 2009 expiration date of the Subdivision Improvement Agreement was extended at the Developer’s request to December 12, 2012 by a means consistent with the terms of the Agreement; and

WHEREAS, a different developer has acquired the project and will construct the project to completion. This resolution will authorize the City Manager to execute a new Subdivision Improvement Agreement for the subdivision.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the Subdivision Improvement Agreement for Subdivision 8406 Bailey Estates.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Recorded At The Request Of:
CITY OF PITTSBURG

Return Recorded Copy To:

CITY OF PITTSBURG
ENGINEERING RECORDS
65 CIVIC AVENUE
PITTSBURG, CA 94565-1518



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2006-0253007-00

Wednesday, AUG 09, 2006 14:17:57
FRE \$0.00

Ttl Pd \$0.00

Nbr-0003358072
lrc/R9/1-8

**SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 8406 Bailey Estates**

THIS AGREEMENT is made and entered into on May 15, 2006 by and between Bailey Estates, LLC., a California Company, (hereinafter referred to as "Developer") and the City of Pittsburg, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, Developer proposes to construct certain public and private improvements in connection with Subdivision 8406 Bailey Estates for which Grading Plans and Improvement Plans have been approved and are on file in the office of the City Engineer. Said improvements include, but are not limited to, those shown and described on the approved Improvement Plans and Grading Plans for said subdivision.

NOW, THEREFORE, DEVELOPER AGREES TO:

1. Comply with and/or satisfy all conditions of approval as imposed by the City Council and/or its Commissions.
2. Construct all infrastructure improvements as indicated in the approved Improvement Plans and Grading Plans in compliance with the City's Standard Specifications and the City's Standard Details.
3. All subdivision improvements shall be completed within thirty six (36) months from the date of approval of the Final Map by the City Council.
4. Incorporate all reasonable modifications to the approved plans during construction as directed by the City Engineer, when required by field conditions and/or public safety.
5. Obtain written approval from the City Engineer prior to performance of any construction not in compliance with the approved plans and specifications.
6. Conform to all applicable provisions of state and federal law and the Pittsburg Municipal Code.

7. Comply with all of the Contra Costa Fire Protection District's requirements including, but not limited to fire flow, residual pressure, hydrant locations, and accessibility.
8. Participate in implementing a supplemental Landscaping and Lighting Assessment for this subdivision.
9. Pay to the City, prior to the execution of this Agreement, the following dollar amounts:
 - a. A Major Subdivision Map Processing Fee in the amount of Three Thousand, Three Hundred Sixty Five Dollars and No Cents (\$3,365.00)
 - b. An Improvement Plan Check Fee in the amount of Two Hundred Seventy Eight Thousand, Seven Hundred Thirty Five Dollars and Eighty Five Cents (\$278,735.85)
 - c. An Improvement Inspection Fee in the amount of Three Hundred Six Thousand, Six Hundred Ninety Nine Dollars and Seventy Three Cents (\$306,699.73)
 - d. A Grading Plan Check Fee in the amount of Twenty Six Thousand, Eight Hundred Fifty Two Dollars and Sixty Cents (\$26,852.60)
 - e. A Grading Inspection Fee in the amount of Thirty Eight Thousand, Six Hundred Ninety Three Dollars and Fifty Two Cents (\$38,693.52)
 - f. A Five Hundred Dollar and No Cents (\$500.00) Deposit, pending City's receipt of a mylar copy and Auto Cad file of the recorded Final Map
 - g. A Five Hundred Dollar and No Cents (\$500.00) Deposit, pending City's receipt of a mylar copy and Auto Cad file of the "As-Built" Grading and Improvement Plans
 - h. A Sanitary Sewer Inspection Deposit in the amount of Fourteen Thousand, Eight Hundred Fifty Eight Dollars and Ninety Five Cents (\$14,858.95)
 - i. A Geographical Information System Fee (G.I.S.) in the amount of Six Thousand, Two Hundred Twenty Five Dollars and No Cents (\$6,225.00)
 - j. All additional fees as required by the City.

10. Pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24)(the "FRC"), to the Engineering Department, for water and sewer service in the amounts in effect when the developer obtains a building permit. The developer understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, a copy of which is available at the City. These FRC amounts will be automatically increased on November 1 in years 2006, 2007, and 2008. The exact amount of the increases are shown on the fee schedule established by Resolution No. 05-10290. The FRC shall be paid prior to the issuance of a building permit by the City's Building Division. The Developer shall be granted fee credits for the facilities it constructs, which are included in the above fee programs.

11. Pay the City's Transportation Mitigation Fee (PMC Chapter 15.90) (the "TMF") in the amount on file as established by City Council resolution or ordinance at the time the developer obtains a building permit, in the amount then in effect. The Developer understands that the TMF on file is \$4020.00 per single-family unit and \$0.63 per square foot for commercial uses, as part of the City's 2005 review of the TMF and Resolution No. 06-10451 and has been in effect since January 3, 2006. The Developer understands the TMF is reviewed by the City on an annual basis and that based on the City's review and the cost of capital improvements required to mitigate future growth within the City, the Developer understands that the TMF may increase in accordance with the cost of living and in accordance with the formula contained in Chapter 15.90. An increase in the TMF is calculated based on the cost of living and on Dwelling Unit Equivalencies ("DUE") that relate all types of land use designations to a residential dwelling unit equivalent based on a relationship between the peak hour traffic generated by a multifamily residence and the peak hour traffic generated by other General Plan land use designations. The TMF is calculated by dividing the total fee share of improvement costs by the total number of DUE's in the City. The Developer understands that the City reviews the TMF on an annual basis and that as part of that review, the TMF may be increased in accordance with the calculations described herein and in Chapter 15.90 to ensure that sufficient funds are available to mitigate traffic impacts caused by new development in the City. The Developer shall be granted fee credits and future reimbursements for master plan facilities it constructs which are included in the above fee programs.

12. Pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102) (the "RTDIM"), to the Engineering Department, in the amount in effect when the Developer obtains a building permit. The developer understands that the RTDIM currently on file is \$15,543.90 for a single-family residence, duet home or condominium; \$9,541.80 for a multi-family residence; \$1.29 per square foot for commercial uses; \$1.14 per square foot for office and industrial uses; and \$15,543.90 per peak hour trip for other uses. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. The Developer further understands

that the City Council may, by resolution, increase the RTDIM based on updates to the adopted East Contra Costa Regional Fee and Financing Authority ("ECCRFFA") Fee Program Report, a copy of which is available from the City. Fees shall be paid prior to issuance of a building permit by the City's Building Division. If no building permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.102.040.

13. The Developer will dedicate and improve the park and if applicable, pay In Lieu Parkland Dedication Fees in the amount of \$12.00 per square foot to meet any remaining obligations, as outlined in condition of approval, item 83, of Planning Commission Resolution No. 9497, and as acceptable to the City Engineer.
14. The Developer shall pay a fair share contribution of One Hundred Fifty Dollars and Fifteen Cents (\$150.15) for the improvements at the westbound approach to the Bailey Road / West Leland Road intersection, from east of Willow Avenue.
15. The Developer shall pay a fair share contribution of Twenty Six Thousand, Six Hundred Seventy Three Dollars and Ninety Cents (\$26,673.90) for the improvements at the eastbound approach to the Bailey Road / West Leland Road intersection.
16. Pay the Contra Costa Water District Facilities Reserve Charge (PMC Chapter 13.10)(the "CCWD FRC") amount in effect when the developer obtains a building permit. A schedule of the current fees is available from the City. The developer understands that the CCWD FRC is set by the CCWD Board of Directors, and collected through ordinance or resolution by the City of Pittsburg, which then remits the fee to the CCWD. The developer understands that the FRC is based on water meter size and may increase at anytime at CCWD's discretion. Although the City does not set the CCWD FRC fee, the City may impose or increase a surcharge on the CCWD FRC to recover its administrative costs. The City recommends that the developer consult with the CCWD regarding the nature and amount of any increases in the CCWD FRC. Fees shall be paid prior to issuance of a building permit by the City's Building Division.
17. Provide certificates on a form approved by the City for the following insurance coverage:
 - a. Workers' Compensation Insurance, and
 - b. Liability insurance in the amount of One Million Dollars and No Cents (\$1,000,000.00) Personal Injury, and Five Hundred Thousand Dollars and No Cents (\$500,000.00) Property Damage.

Said insurance coverage shall be maintained in full force and effect throughout the life of this Agreement and all policies shall provide for at least thirty (30) days prior notice to City before cancellation. Should said coverage(s) lapse at any time, City shall have the right to:

- a. Procure said insurance(s) on behalf of the Developer and Developer shall reimburse City for any and all costs incurred thereof; or

- b. Order all subdivision construction stopped until new certificate(s) of coverage are provided and deemed satisfactory to the City.
- 18. Defend, indemnify and hold harmless the City, its officers and employees from any and all actions or causes of action filed by any person or persons claiming damage as a result of this approval or the public improvement work required hereunder and to pay any and all reasonable attorney's fees incurred by the City as a result of any legal action which may arise in connection therewith.
- 19. Furnish, with the execution of this Agreement, the following bonds or sureties, as permitted by the State Subdivision Map Act or provide other security as approved by the City Engineer.
 - a. A Faithful Performance Bond in the amount of Four Million, Six Hundred Eighty Seven Thousand, Six Hundred Sixty Nine Dollars and No Cents (\$4,687,669.00)
 - b. A Labor and Materials Bond in the amount of Four Million, Six Hundred Eighty Seven Thousand, Six Hundred Sixty Nine Dollars and No Cents (\$4,687,669.00)
 - c. In lieu of separate bonds specified above, the Developer may furnish a combined surety in the amount of Four Million, Six Hundred Eighty Seven Thousand, Six Hundred Sixty Nine Dollars and No Cents (\$4,687,669.00)
 - d. Any addition, alteration or modification to this Agreement (including any extension of time) or to the approved plans referred to herein, shall not release or exonerate any surety on any bond given in connection with this Agreement.

Subdivision bonds may be released by the surety only upon written notice and receipt of the Notice of Completion and the Council's adoption of a resolution of acceptance of the public improvement work as complete.

- 20. Prior to the construction of the Off-Site Improvements for Water and Sewer services, the Developer shall provide a bond in the amount of Two Million, Nine Hundred Fifty Five Thousand, Three Hundred Seventy Three Dollars and Twenty Cents (\$2,955,373.20)
- 21. Prior to the construction of the Public Landscaping, the Developer shall provide a bond in the amount of Two Hundred Fifty Two Thousand, Two Hundred Seventy Six Dollars and No Cents (\$252,276.00)
- 22. Prior to construction of the 1.99 Acre Park, the Developer shall provide a bond in the amount of Two Hundred Seventy Nine Thousand, Nine Hundred Forty Seven Dollars and Fifty Cents (\$279,947.50).

23. Warranty all on-site and off-site improvements, with the exception of public landscape improvements, installed pursuant to this Agreement for twelve (12) months after the date of acceptance by the City Council of such improvements as complete. Public landscape improvements shall be warranted for 90 days after the date of acceptance by the City.
24. Prior to acceptance of the subdivision as complete by the City Council, the Developer shall provide a Warranty Bond in the amount of Four Hundred Sixty Eight Thousand, Seven Hundred Sixty Six Dollars and Ninety Cents (\$468,766.90). This warranty bond shall be released only upon correction of any defects or failures, including cause of failure or defect, to the subdivision improvements to the satisfaction of the City Engineer.

IT IS MUTUALLY STIPULATED AND AGREED THAT:

1. The public improvements installed in connection with this Agreement shall not be considered accepted as complete until the City Council adopts a resolution accepting said improvements as being in compliance with the approved plans and specifications and any approved modifications thereto.

Public improvements are those specifically defined as being located within public or proposed public roadways or easements and accepted by City Council resolution. Other improvements shall be constructed in accordance with the City's Standard Specifications and Standard Details and shall be appropriately inspected by the City, but will not be maintained by the City.

Adoption of said resolution, periodic and/or progress inspections, acceptance of any portion of said work, or approvals of any other nature shall not bind the City to accept any modification made to the approved plans without the City Engineer's approval.

2. Should Developer fail to complete the improvements in connection with this Agreement within the specified time, the City may, at its option:
 - a. Grant an extension of time, upon Developer showing just cause for the delay in completion; or
 - b. Cause completion of improvements and recover any and all costs incurred and related thereto from Developer, the bonding company or any other surety posted for said improvements.
3. Time is of the essence in this Agreement and the obligations undertaken herein shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

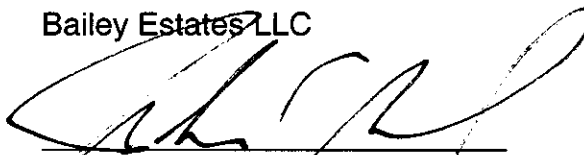
IN WITNESS WHEREOF, the parties have executed this Agreement on this date first written above.

CITY OF PITTSBURG

Bailey Estates LLC



Marc S. Grisham, City Manager

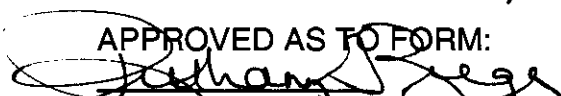


Name: John C. Stremel
Title: MANAGER

ATTEST:


Lillian J. Pride, City Clerk *deputy*

APPROVED AS TO FORM:


City Attorney

Developer must attach Notary Statement

ACKNOWLEDGMENT

State of California
County of Contra Costa

On 5/15/06 before me, Anna M Luce Notary Public,
(here insert name and title of the officer)

personally appeared John Stremel

personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and
acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized
capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Anna M Luce



(Seal)

End of Document

Recorded At The Request Of:
CITY OF PITTSBURG

Return Recorded Copy To:

CITY OF PITTSBURG
ENGINEERING RECORDS
65 CIVIC AVENUE
PITTSBURG, CA 94565-1518

**SUBDIVISION IMPROVEMENT AGREEMENT
SUBDIVISION 8406 Bailey Estates**

THIS AGREEMENT is made and entered into on _____ by and between Pittsburg Bailey Estates, LLC., a California limited liability company, (hereinafter referred to as "Developer") and the City of Pittsburg, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, Developer proposes to construct certain public and private improvements in connection with Subdivision 8406 Bailey Estates for which Grading Plans and Improvement Plans have been approved and are on file in the office of the City Engineer. Said improvements include, but are not limited to, those shown and described on the approved Improvement Plans and Grading Plans for said subdivision.

NOW, THEREFORE, DEVELOPER AGREES TO:

1. Comply with and/or satisfy all conditions of approval as imposed by the City Council and/or its Commissions.
2. Construct all infrastructure improvements as indicated in the approved Improvement Plans and Grading Plans in compliance with the City's Standard Specifications and the City's Standard Details.
3. All subdivision improvements shall be completed within thirty-six (36) months from the date of grading permit issuance.
4. Incorporate all reasonable modifications to the approved plans during construction as directed by the City Engineer, when required by field conditions and/or public safety.
5. Obtain written approval from the City Engineer prior to performance of any construction not in compliance with the approved plans and specifications.
6. Conform to all applicable provisions of state and federal law and the Pittsburg Municipal Code.

7. Comply with all of the Contra Costa Fire Protection District's requirements including, but not limited to fire flow, residual pressure, hydrant locations, and accessibility.
8. Participate in implementing a supplemental Landscaping and Lighting Assessment for this subdivision.

The following engineering fees were paid in 2006 to the City by prior developer, Bailey Estates, LLC:

- a. An Improvement Plan Check Fee in the amount of Two Hundred Seventy-Eight Thousand, Seven Hundred Thirty-Five Dollars and Eighty-Five Cents (\$278,735.85) has been paid.
- b. An Improvement Inspection Fee in the amount of Three Hundred Six Thousand, Six Hundred Ninety-Nine Dollars and Seventy-Three Cents (\$306,699.73)
- c. A Grading Plan Check Fee in the amount of Twenty-Six Thousand Eight Hundred Fifty-Two Dollars and Sixty Cents (\$26,852.60)
- d. A Grading Inspection Fee in the amount of Thirty-Eight Thousand, Six Hundred Ninety-Three Dollars and Fifty-Two Cents (\$38,693.52)
- e. A Five Hundred Dollar (\$500) Deposit, pending City's receipt of a mylar copy and Auto Cad file of the recorded Final Map
- f. A Five Hundred Dollar (\$500) Deposit, pending City's receipt of a mylar copy and Auto Cad file of the "As-Built" Grading and Improvement Plans
- g. A Sanitary Sewer Inspection Deposit in the amount of Fourteen Thousand, Eight Hundred Fifty-Eight Dollars and Ninety-Five Cents (\$14,858.95)
- h. A Geographical Information System Fee (G.I.S.) in the amount of Six Thousand, Two Hundred Twenty- Five Dollars (\$6,225)

Consistent with the purchase and sales agreement between prior developer and Pittsburg Bailey Estates, LLC, the fees previously paid shall be applied to the Engineering permit sought by the new Developer. Current engineering permit fees require additional payment of the following:

- a. An Improvement Plan Review Fee in the amount of One Hundred Twenty-One Thousand, Three Hundred Ninety-Nine Dollars (\$121,399)
 - b. An Improvement Inspection Fee in the amount of One Hundred Fifty-Two Thousand, Eight Hundred Ninety-Five Dollars (\$152,895)
 - c. A Grading Plan Review Fee in the amount of One Thousand, Two Hundred Sixty-Six Dollars (\$1,266)
 - d. A Grading Inspection Fee in the amount of One Thousand, Three Hundred Thirty-Nine Dollars (\$1,339)
 - e. A Sanitary Sewer Closed Circuit Television Inspection Fee in the amount of Three Thousand, Five Hundred Sixty-Two Dollars (\$3,562)
 - f. A Storm Drain Closed Circuit Television Inspection Fee in the amount of Twenty-Four Thousand, Two Hundred Seventy-One Dollars (\$24,271)
 - g. A Geographical Information Systems Fee in the amount of Twenty-One Thousand, One Hundred Sixty-Five Dollars (\$21,165)
 - h. An NPDES Stormwater Pollution Prevention Plan Review Fee in the amount of Seven Thousand Two Hundred Twenty-Two Dollars (\$7,222)
 - i. An NPDES Stormwater Pollution Prevention Plan Inspection Deposit in the amount of Fifteen Thousand Dollars (\$15,000)
9. The Developer will fulfill their Local Transportation Mitigation Fee (the "LTMF") requirements in accordance with the Development Agreement for City Local Traffic Mitigation Fee effective June 29, 2018, as approved by City Council with the adoption of Ordinance 18-1450. These fees shall be paid to the Engineering Department at the rate in place at the time of building permit issuance.
10. Pay the Regional Transportation Mitigation Fee (the "RTMF"), prior to the issuance of a building permit by the City's Building Division. The Developer shall fully comply with the Memorandum of Understanding dated June 29, 2010, as amended, and approved by

City Council with the adoption of Resolution 13-11963 including payment of the fees referenced therein.

11. As set forth in condition of approval item 83 of Planning Resolution 9497, the developer will construct and dedicate upon completion of construction, the 2-acre park offered for dedication on the Final Map for Subdivision 8406, Bailey Estates, recorded December 6, 2006, series 0639242. Developer will pay In-Lieu Parkland Dedication Fees only in the event the cost of construction for the park is less than the valuation of the park land required for dedication under PMS Ch 17.32.
12. Provide certificates on a form approved by the City for the following insurance coverage:
 - a. Workers' Compensation Insurance, and
 - b. Liability insurance in the amount of One Million Dollars and No Cents (\$1,000,000.00) Personal Injury, and Five Hundred Thousand Dollars and No Cents (\$500,000.00) Property Damage.

Said insurance coverage shall be maintained in full force and effect throughout the life of this Agreement and all policies shall provide for at least thirty (30) days prior notice to City before cancellation. Should said coverage(s) lapse at any time, City shall have the right to:

- a. Procure said insurance(s) on behalf of the Developer and Developer shall reimburse City for any and all costs incurred thereof; or
 - b. Order all subdivision construction stopped until new certificate(s) of coverage are provided and deemed satisfactory to the City.
13. Defend, indemnify and hold harmless the City, its officers and employees from any and all actions or causes of action filed by any person or persons claiming damage as a result of this approval or the public improvement work required hereunder and to pay any and all reasonable attorney's fees incurred by the City as a result of any legal action which may arise in connection therewith.
14. Furnish, with the execution of this Agreement, the following bonds, or sureties, as permitted by the State Subdivision Map Act or provide other security as approved by the City Engineer.
 - a. A Faithful Performance Bond in the amount of Nine Million, One Hundred Twenty-Seven Thousand, Three Hundred Eleven Dollars (\$9,127,311)
 - b. A Labor and Materials Bond in the amount of Nine Million, One Hundred

Twenty-Seven Thousand, Three Hundred Eleven Dollars (\$9,127,311)

- c. In lieu of separate bonds specified above, the Developer may furnish a combined surety in the amount of Nine Million, One Hundred Twenty-Seven Thousand, Three Hundred Eleven Dollars (\$9,127,311)
- d. Any addition, alteration, or modification to this Agreement (including any extension of time) or to the approved plans referred to herein, shall not release or exonerate any surety on any bond given in connection with this Agreement.

Subdivision bonds may be released by the surety only upon written notice and receipt of the Notice of Completion and the Council's adoption of a resolution of acceptance of the public improvement work as complete.

- 15. Prior to the construction of the Off-Site Improvements for Water and Sewer services, the Developer shall provide a bond in the amount of Two Million, Nine Hundred Fifty-Five Thousand, Three Hundred Seventy-Three Dollars (\$2,955,373)
- 16. Prior to the construction of the Public Landscaping, the Developer shall provide a bond in the amount of Two Hundred Fifty-Two Thousand, Two Hundred Seventy-Six Dollars (\$252,276)
- 17. Prior to construction of the 1.99 Acre Park, the Developer shall provide a bond in the amount of Two Hundred Seventy-Nine Thousand, Nine-Hundred Forty-Eight Dollars (\$279,948).
- 18. Warranty all on-site and off-site improvements, with the exception of public landscape improvements, installed pursuant to this Agreement for twelve (12) months after the date of acceptance by the City Council of such improvements as complete. Public landscape improvements shall be warranted for 90 days after the date of acceptance by the City.
- 19. Prior to acceptance of the subdivision as complete by the City Council, the Developer shall provide a Warranty Bond in the amount of Nine Hundred Twelve Thousand, Seven Hundred Thirty-One Dollars (\$912,731). This warranty bond shall be released only upon correction of any defects or failures, including cause of failure or defect, to the subdivision improvements to the satisfaction of the City Engineer.

IT IS MUTUALLY STIPULATED AND AGREED THAT:

- 1. The public improvements installed in connection with this Agreement shall not be considered accepted as complete until the City Council adopts a resolution accepting said improvements constructed to completion in accordance with the approved plans and specifications and any approved modifications thereto.

Public improvements are those specifically defined as being located within public or proposed public roadways or easements and accepted by City Council resolution. Other improvements shall be constructed in accordance with the City's Standard Specifications and Standard Details and shall be appropriately inspected by the City but will not be maintained by the City.

Adoption of said resolution, periodic and/or progress inspections, acceptance of any portion of said work, or approvals of any other nature shall not bind the City to accept any modification made to the approved plans without the City Engineer's approval.

2. Should Developer fail to complete the improvements in connection with this Agreement within the specified time, the City may, at its option:
 - a. Grant an extension of time, upon Developer showing just cause for the delay in completion; or
 - b. Cause completion of improvements and recover any and all costs incurred and related thereto from Developer, the bonding company or any other surety posted for said improvements.
3. Time is of the essence in this Agreement and the obligations undertaken herein shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date first written above.

CITY OF PITTSBURG

Pittsburg Bailey Estates LLC

Garrett Evans, City Manager

Name: *Albert D. Seeno, III*
Title: *Manager*

ATTEST:

Alice Evenson, City Clerk

APPROVED AS TO FORM:

City Attorney

Developer must attach Notary Statement

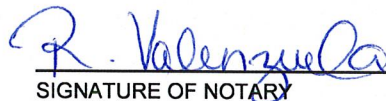
IMPROVEMENT AGREEMENT
Subdivision 8406
Bailey Estates

Page 6 of 6

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On December 8, 2020, before me, R. Valenzuela, a Notary Public, personally appeared Albert D. Seeno, III, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Document 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: Receive and File Report on the Review of Development Impact Fees Received by the City of Pittsburg that are Subject to AB 1600 Reporting Requirements

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

AB 1600 (Government Code Sections 66000–66008) requires cities to justify and account for developer fees which they enact, increase or impose as a condition of new development for the purposes of financing “public facilities and improvements.” AB 1600 also requires an annual review of the developer fees that have been collected and spent during the previous year. This report fulfills the AB 1600 requirements.

FISCAL IMPACT

There is no fiscal impact in receiving the report on the review of the Development Impact Fees received by the City of Pittsburg.

RECOMMENDATION

Receive and file report pertaining to the review of Development Impact Fees received by the City of Pittsburg that are subject to AB 1600 reporting requirements.

BACKGROUND

Many cities charge fees on new development to fund public facilities and improvements such as streets, libraries, sewer and water systems and storm drains. These fees are commonly known as Development Impact Fees. In order to ensure that these fees are spent in a timely manner and on projects for which they were collected, the State Legislature passed a bill known as AB 1600 (Mitigation Fee Act). This bill applies to developer fees increased or imposed, on or after January 1, 1989. Mitigation Fee Act enacts Government Code Sections 66000-66008 that generally contain the following four requirements:

1. A local jurisdiction must follow the process set forth in the bill and make certain determinations regarding the purpose and use of the fees, and establish a “nexus” or connection between a development project or class of project and the public improvement being financed with the fee.
2. The fee revenue must be segregated from the general fund in order to avoid commingling of public improvement fees and the general fund.
3. If a local jurisdiction has had possession of a developer fee for five years or more and has not committed that money to a project or actually spent that money, then it must make findings describing the continuing need for that money. In addition, an annual report must be made of fees collected, interest earned, projects on which fees were expended, and any transfers or loans from the fee account. This report is to be reviewed by the local agency assessing the fees.
4. If a local jurisdiction cannot make the findings required under Paragraph 3, the city or county must refund the fees collected.

It should be noted that Mitigation Fee Act reporting requirements do not apply to the following fees:

Fees charged in lieu of parkland dedication
Regulatory and processing fees
Fees collected pursuant to development agreements
Fees collected pursuant to a reimbursement agreement that exceeds the developer’s share of an improvement
Assessment district proceeds or taxes

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City of Pittsburgh assesses the following Developer Impact Fees:

Kirker Creek Drainage Fee
Local Traffic Mitigation Fee
Park Dedication Fee
Inclusionary Housing In-Lieu Fee
Traffic Impact Fair Share Fee
Pittsburg Regional Transportation Development Impact Mitigation Fee
Water Facility Reserve Fees
Sewer Facility Reserve Fees

The Traffic Mitigation Fees, Pittsburg Regional Transportation Development Impact Mitigation Fees, Kirker Creek Drainage Fees, Inclusionary Housing In-Lieu Fees, Traffic Impact Fair Share Fee and the Sewer and Water Facility Reserve Fees that the City of Pittsburgh collects, qualify as Development Impact Fees. Therefore, these fees must comply with the above referenced Government Code. Government Code Section 66001 requires the City to make available to the public certain information regarding development impact fees for each fund within 180 days after the end of the fiscal year.

Expenditures of the fees collected must occur within a 5-year period of collection unless the City can make the appropriate findings that there remains reasonable relationships between the current need for the fees and the purpose for which they were originally proposed.

Kirker Creek Drainage Fees collected in the amount of \$265,466 have been on deposit for over five years and these findings are stated on page 2 of the attached report. In summary, the Kirker Creek Drainage Fund is insufficient to construct the prioritized improvements recommended in the 2001 Storm Water Master Plan. As development continues in the Kirker Creek watershed area, additional funds will be collected and deposited for construction of the prioritized improvements.

In addition, there are Traffic Impact Fair Share funds in the amount \$520,961 that have been on deposit for over five years and these findings are stated on Page 8 of the attached report. In summary, the fair share funds have been on deposit to address future capital projects in the areas near West Leland Road/Oak Hills Drive; East Leland Road/Century Boulevard; Willow Pass Road/Avila Road; San Marco Boulevard/West Leland Road; and Bailey Road/West Leland Road. The funding held on deposit will be augmented as development in the respective areas occur.

Although the Park Dedication Fee is covered under the Quimby Act and not Mitigation Fee Act, staff has included the Park Dedication Fee in this report for reporting purposes only.

ATTACHMENTS: AB1600 Report
 On File in the Office of the City Clerk

Report Prepared By: Janielyn Bayona, Finance Division Manager

Kirker Creek Drainage Fees Revenues and Expenditures - Fund 302 FY15/16 - FY19/20						
	Proj #	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1		\$ 668,963	\$ 424,216	\$ 408,774	\$ 391,638	\$ 383,361
REVENUES:						
Kirker Creek Drainage Fees Collected		14,232			335	
Other Revenue:						
Interest Earnings		7,219	1,716	2,164	12,292	11,133
Transfers-In:		15,407	1,473	9,911		5,009
Total Revenues:		36,858	3,189	12,075	12,628	16,142
EXPENDITURES:						
Project Expenditures:						
Railroad Ave. Storm Drainage Improvements	3202	163,934		1,653	2,905	
Pump Station Repairs	3205	59,550	1,330	9,911		1,462
Transfers - Out:						
Tsfr-Out to General Fund (Engineering Support)		16,961	17,301	17,647	18,000	18,360
Tsfr-Out to NPDES		41,160				
Total Expenditures:		281,605	18,631	29,211	20,905	19,822
Revenues Over/Under Expenditures:		(244,747)	(15,442)	(17,136)	(8,277)	(3,680)
Fund Balance - June 30		\$ 424,216	\$ 408,774	\$ 391,638	\$ 383,361	\$ 379,680

There have been no fee refunds to-date.

The description of this fee and fee amounts are attached per Ordinance No. 01-1180 dated April 16, 2001 and Ordinance No. 05-1236 dated 02/07/05.

The five-year CIP was adopted by the City Council on December 16, 2019 per Resolution No. 19-13729

The proposed update to five-year CIP will be considered for adoption by the City Council at the December 21, 2020 Regular Meeting.

KIRKER CREEK DRAINAGE FEES

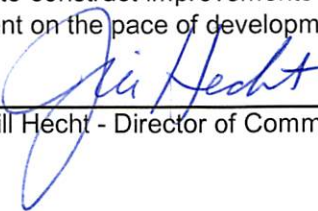
Fiscal Year Collected	Amt. Collected
FY 06/07	161,931
FY 07/08	78,676
FY 08/09	1,526
FY 09/10	18,986
FY 10/11	61
FY 11/12	1,638
FY 12/13	1,937
FY 13/14	710
Total Fees :	265,466

The above fees collected in the amount of \$265,466 have been on deposit for over 5 years. Findings are as follows:

The Kirker Creek Drainage Fee was established in May 2001 for the purpose of providing funding for improvements to the storm water drainage system, which was overwhelmed by floodwaters in 1998. The City Council adopted Ordinance No. 01-1180 on May 7, 2001, adding Chapter 15.104, entitled "Storm Water Management Plan for Kirker Creek Watershed Drainage Area", to the Pittsburgh Municipal Code. Chapter 15,104.080 set out a fee schedule, currently \$0.68 per square foot of impervious area for development in the watershed. Fees collected are deposited in the account of the drainage facilities fund, and may be expended for land acquisition, construction, engineering, administration, repair, maintenance and operation of planned drainage facilities or to reduce the principal or interest of any bonded indebtedness of the drainage area.

Some of these fees were collected more than five years ago. Currently, the Kirker Creek Drainage Fund is insufficient to construct all of the improvements recommended in the 2001 Storm Water Master Plan. As development continues in this area of the City, additional funds will be collected and deposited into the Kirker Creek Drainage Fund and used to construct improvements identified by the 2001 Master Plan. Unfortunately, the timing of these funds is dependent on the pace of development within the watershed and is therefore inexact.

Reviewed and Confirmed By:



Jill Hecht - Director of Community Development

Local Traffic Mitigation Fees Revenues and Expenditures - Fund 303 FY15/16 - FY19/20						
	Proj #	FY15/16	FY16/17	FY17/18	FY18/19	FY 19/20
Fund Balance - July 1		\$ 2,827,060	\$ 2,768,463	\$ 2,490,964	\$ 2,174,701	\$ 1,835,666
REVENUES:						
Traffic Mitigation Fees Collected		205,316	198,531	198,647	1,443,301	422,541
Transfers-in from Reg Traffic Mitigation					420,069	236,304
Other Revenue:						
Interest Earnings		42,657	9,548	13,004	68,485	181,516
Total Revenues:		247,973	208,079	211,651	1,931,855	840,361
EXPENDITURES:						
Project Expenditures:						
California Ave. Widening Phase I (North)	3006	9,005	2,976	4,673	5,000	
W. Leland Road Extension (San Marco to Avila)	3011	4,470	3,164	2,346	14,449	13,207
San Marco Blvd/ Santa Teresa Signal	3012	4,709	5,665	131,935		
Intelligent Transportation System Upgrade	3013	213,252	3,933		289	
San Marco Right Turn @West Leland	3014			54,367		
James Donlon Blvd Extension PHASE I	3015			181,350	2,167,793	366,742
Other Expenditures:						
Administration/Engineering Support		75,134	76,976	79,967	83,359	84,892
Land Acquisition**						53,285
Transfers - Out:						
Tsfr-Out to Gas Tax - 15/16 Citwide Pavement Management Project				73,276		
Tsfr-Out to Pittsburg CIP - Traffic Signal Installation (3104)			92,864			
Tsfr-Out to Measure J - BART Multimodal Facility			300,000			
Total Expenditures:		306,570	485,578	527,914	2,270,890	518,126
Revenues Over/Under Expenditures:		(58,597)	(277,499)	(316,263)	(339,035)	322,235
Fund Balance - June 30		\$ 2,768,463	\$ 2,490,964	\$ 2,174,701	\$ 1,835,666	\$ 2,157,901

There have been no fee refunds to-date.

The description of this fee and fee amounts are attached per Resolution No. 06-10687 dated December 18, 2006.

The five-year CIP was adopted by the City Council on December 16, 2019 per Resolution No. 19-13729

*A portion of these funds have been allocated towards the West Leland Extension (\$15,822) and San Marco Right Turn @ W. Leland (\$45,633)

** During the FY 19/20, \$53,285 was used to acquire a parcel of vacant surplus land from Contra Costa County adjacent to intersection of Harbor Street and California Avenue. The parcel will be used for expansion of this intersection to improve the safe and efficient flow of traffic through the intersection.

The proposed update to five-year CIP will be considered for adoption by the City Council at the December 21, 2020 Regular Meeting.

Park Dedication Fees Revenues and Expenditures - Fund 304 FY15/16 - FY19/20						
	Proj #	FY 15/16	FY16/17	FY17/18	FY18/19	FY19/20
Fund Balance - July 1		\$ 942,801	\$ 1,492,823	\$ 1,389,615	\$ 1,284,856	\$ 755,706
REVENUES:						
Park Dedication Fees Collected		637,453	1,590,900	19,531	58,160	457,221
Other Revenue:						
Interest Earnings		20,168	3,754	1,217	32,801	43,637
Measure WW Grant - Ambrose Park Pool Renovation		(19,842)	1,192,053	153,957		
Ambrose Park Pool Renovation - County Share		150,000	100,000			
Ambrose Park Restroom Renovation - County Share						510,000
Ambrose Park Pool Renovation - Ambrose District Share		227,000	22,000			
John Henry Johnson Park - Housing Related Parks Grant		43,885				
Transfers-In:						
Tsfr-In from Infrastructure Repair/Rplcment Fund - Buckley Square				(40,481)		
Total Revenues:		1,058,664	2,908,707	134,224	90,962	1,010,858
EXPENDITURES:						
Project Expenditures:						
Small World Park New Features	3054	13,383		935		
Ambrose Park Master Plan & Improvements	3057	156,828	2,058,168	135,305	3,720	534
John Henry Johnson Park Improvements	3062	6	42,580	1,299		
San Marco Park	3065	867	24,556	23,477	359,665	
John Buckley Square (Old Town Park)	3066	235,724	18,380	10,901		
DeAnza Park Rehabilitation	3069	44,121			5,879	
PK-3 Small World Park Improvements	3070				23,438	
PK-6 City Park Soccer Field Replacement	3072				14,680	
PK-9 Annual Park Features Replacement	3073				15,093	1,385
PK-10 Biennial Restroom Repl/Rehab	3074				6,377	
PK-8 Biennial Playfield Replacement	3076					20,344
PK-13 Annual Park and Landscaping Imp	3077					18,947
Downtown Ice Rink	3078					19,283
Ambrose Park Restroom Construction	3079					49,085
Other Expenditures:						
Interest Accrual - Interfund Loans		3,413	6,539			
Interfund Loan Payoff to Sewer Fund			402,610			
Interfund loan Payoff to Power Fund			402,610			
Transfers - Out:						
Tsfr-Out to General Fund - Engineering Support		54,300	56,472	58,731	59,906	61,104
Tsfr-Out to Measure J Fund					108,689	32,515
Tsfr-Out to Gas Tax Fund - Standard Detail Update				8,335	22,665	25,000
Total Expenditures:		508,642	3,011,916	238,983	620,111	228,197
Revenues Over/Under Expenditures:		550,022	(103,209)	(104,759)	(529,149)	782,661
Fund Balance - June 30		\$ 1,492,823	\$ 1,389,615	\$ 1,284,856	\$ 755,706	\$ 1,538,367

There have been no fee refunds to-date.

The description of this fee and fee amounts are attached per Ordinance No. 06-1275 dated October 16, 2006.

The five-year CIP was adopted by the City Council on December 16, 2019 per Resolution No. 19-13729

*A major portion of these funds have been allocated towards the following: West Leland Street Lighting (\$25,000), Ambrose Park Master Plan (\$14,932), Small World Park Improvements (\$990), Annual Playground Replacement (\$160,000), City Park Soccer Field Turf Replacement (\$235,320), Annual Park Features Replacement (\$134,907), Biennial Restroom Replacement/Rehab (\$133,623), Annual Park Sign Replacement (\$50,000), Biennial Playfield Replacement (\$116,570), Annual Park and Landscaping Improvements (\$200,000), Downtown Ice Rink (\$300,000),

The proposed update to five-year CIP will be considered for adoption by the City Council at the December 21, 2020 Regular Meeting.

Inclusionary Housing In-Lieu Fees Revenues and Expenditures - Fund 305 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ 381,635	\$ 387,492	\$ 389,133	\$ 391,255	\$ 404,014
<u>REVENUES:</u>					
Inclusionary Housing In Lieu Fees Collected					
Other Revenue:					
Interest Earnings	5,857	1,641	2,122	12,759	12,107
Transfers-In:					
Total Revenues:	5,857	1,641	2,122	12,759	12,107
<u>EXPENDITURES:</u>					
Project Expenditures:					
Transfers - Out:					
Total Expenditures:	-	-	-	-	-
Revenues Over/Under Expenditures:	5,857	1,641	2,122	12,759	12,107
Fund Balance - June 30	\$ 387,492	\$ 389,133	\$ 391,255	\$ 404,014	\$ 416,121

There have been no fee refunds to-date.

The description of this fee and fee amounts are attached per Resolution No. 05-10215 dated 2/7/2005 and Ordinance No. 04-1229 dated 11/15/04.

Of these fees, \$380,000 will be used to help finance construction of 29 new affordable housing units by Veterans Square L.P. per Resolution No. 19-329 dated 09/16/19. The project will now be constructed by Satellite Affordable Housing Associates (SAHA) instead of Veterans Square L.P. The \$380,000 has been used to pay for permits and fees and other related development cost.

Traffic Impact Fair Share Fund Revenues and Expenditures - Fund 306 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ 504,413	\$ 512,155	\$ 487,174	\$ 489,831	\$ 505,805
REVENUES:					
Traffic Impact Fair Share Fees Collected					
Other Revenue:					
Interest Earnings	7,742	2,067	2,657	15,973	15,158
Total Revenues:	7,742	2,067	2,657	15,973	15,158
EXPENDITURES:					
Transfer-Out to Pittsburg CIP - Traffic Signal Installation		27,048			
Total Expenditures:	-	27,048	-	-	-
Revenues Over/Under Expenditures:	7,742	(24,981)	2,657	15,973	15,158
Fund Balance - June 30	\$ 512,155	\$ 487,174	\$ 489,831	\$ 505,805	\$ 520,962

11/14/13 - A fee refund of \$3,750.00 + \$726.00 interest was paid to Empire Business Park (Lonne Carr). Refund due to a deposit intended to extend the left turn lanes at the intersection that was proposed, however there are no plans by the City, Contra Costa County or Caltrans to complete this at this time.

Description of fee:

Traffic Impact Fair Share fees were collected for the purpose of funding transportation projects in the area of new developments. Developers of individual projects paid a fee consistent with their percentage share of the cost of the traffic project, such as road widening or traffic signal, made necessary by their development. The share of responsibility was determined by a traffic study required by the City during the permit approval process. For example, if a fast food restaurant was determined by a traffic study to add 3 percent of the traffic at an intersection that will need a traffic signal, the developer would pay a fee in an amount equivalent to 3 percent of the cost of a signal, or \$6,600 for a \$220,000 traffic signal project. (See attachment for the amount collected per developer and the description of the specific traffic impact.)

ACCOUNT # 306-55501-5495
TRANSPORTATION MITIGATION (TRAFFIC IMPACT) FAIR SHARE REVENUE
at June 30, 2020

Deposit #	Date	Payee	Description	Amt. Paid	*Interest Earned	Receipt #	Funds Used or Returned	Balance
1	05/18/01	A. D. Seeno	Fair Share - West Leland Signal at Oak Hills Drive	19,415.00	8,078.17	R000595397	(27,048.00)	\$ 445
2	05/18/01	A. D. Seeno	Re-Align Driveway at Los Medanos College with Signal at Leland and Century Blvd.	78,774.52	41,395.94	R000595312	-	\$ 120,170
3	12/12/06	William Lyon Homes	Fair Share for Intersection Improvements at - (1) West Leland Rd/Bailey Road Intersection (2) Avila Road/Willow Pass Road (3) San Marco/West Leland Intersection	351,448.00	78,897.20	0634602-1#17	(30,000.00)	\$ 400,345
Totals:				\$ 449,637.52	\$ 128,371.30		\$ (57,048)	\$ 520,961

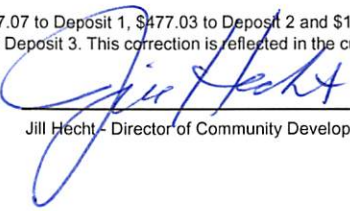
Funds related to Items 1, 2, and 3 have been on deposit for over 5 years. Findings are as follows:

- 1 Traffic Signal at West Leland Road and Oak Hills Drive has been completed. Additional development on the vacant parcel between the Oak Hills Shopping Center and BART will also contribute a share of the traffic impacts at this intersection once it is constructed. A separate traffic signal project lies within the project area for several infrastructure projects planned in the Bailey Road/Leland Road area. The pace of development in this area is outside the City's control. Once the remaining development in the area is identified, the intersection will be redesigned and signalized using these funds and Local Traffic Mitigation Fee funding.
- 2 Fees collected in the amount of \$78,774.52 are for improvements to the intersection of East Leland Road and Century Boulevard, near the intersection of East Leland Road and Los Medanos College's eastern entrance. This project is included in the City's adopted Capital Improvement Program as ST-30, but has not yet been scheduled or constructed. Additional development on a vacant parcel on the southeast corner of this intersection will also contribute a share of the traffic impacts at this intersection. A roadway that is proposed to connect this intersection with Buchanan Road and James Donlon Boulevard may also contribute to these impacts. The pace of development in this area is outside the City's control, but it is a factor that has delayed implementation of this project. Once the remaining development in the area is identified, the project will be designed and constructed using these funds.
- 3 Intersection improvements are planned at three intersections that will be impacted by development in this area of the city. Specifically,
 - (a) At Willow Pass Road and Avila Road, including addition of left turn lanes in the westbound and southbound directions, and a right turn lane from the northbound direction; and
 - (b) At San Marco Boulevard and West Leland Road, including converting northbound shared lane into exclusive right turn lane, and convert northbound left turn lane to a thru-lane; and
 - (c) At Bailey Road and West Leland Road, including addition of westbound shared thru/right turn lane, addition of eastbound left turn lane, and eastbound right turn lane.

The timing of the construction of these projects is subject to the pace of development in the area of the City, among other factors. In addition, a portion of the project area lies outside the City's jurisdiction. These funds will be retained pending development of a project scope, schedule and design.

- * Interest in FY 2016/17 was misallocated. The original allocations were \$117.07 to Deposit 1, \$477.03 to Deposit 2 and \$1,473.89 to Deposit 3. The correct allocations were \$1.77 to Deposit 1, \$474.78 to Deposit 2 and \$1,590.45 to Deposit 3. This correction is reflected in the current table.

Reviewed and Confirmed By:


Jill Hecht - Director of Community Development

Pittsburg Regional Transportation Development Impact Mitigation (PRTDIM) Fees Revenues and Expenditures - Fund 307 FY15/16 - FY19/20						
	Proj #	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1		\$ 2,346,247	\$ 2,381,746	\$ 1,673,471	\$ 632,061	\$ 213,588
<u>REVENUES:</u>						
PRTDIM Fees Collected			17,176			
Other Revenue:						
Interest Earnings		36,001	9,563	6,420	18,772	3,687
Prior Year Revenue					(17,176)	
Total Revenues:		36,001	26,739	6,420	1,596	3,687
<u>EXPENDITURES:</u>						
Project Expenditures:						
James Donlon Blvd. Extension	3701	502	270	46,606		
Railroad Avenue Traffic Signal Timing	3702		64,630	830		
Bart Access Improvements Project	3703		15,512	123		1,881
Bart Parking and Access Strategy	3704		73,603	1,270		
Transfers - Out:						
Tsfr-Out to eBART CFD			580,999			
Transfer-Out to Measure J (BART Multimodal)				999,001		
Transfer-Out to Local TMF Fund					420,069	236,304
Total Expenditures:		502	735,014	1,047,830	420,069	238,185
Revenues Over/Under Expenditures:		35,499	(708,275)	(1,041,410)	(418,473)	(234,498)
Fund Balance - June 30		\$ 2,381,746	\$ 1,673,471	\$ 632,061	\$ 213,588	\$ (20,910)

These fees were used to help fund regional transportation improvements, necessary to offset the impacts of continuing growth and development within the City, and to cooperate with the City's regional partners, including East Contra Costa Regional Fee and Financing Authority (ECCRFFA), to fund and implement transportation projects in the regional area. Fees are no longer retained at the City level, but instead are collected and passed through to ECCRFFA to be used for regional projects.

The description of this fee and fee amounts are attached per Resolution No. 10-11533 dated 09/20/10 and Ordinance No. 10-1329 dated 10/04/10.

There have been no fee refunds to-date.

The five-year CIP was adopted by the City Council on December 16, 2019 per Resolution No. 19-13729

* A portion of these fees have been programmed for the James Donlon Blvd Extension Phase I (\$236,304) Railroad Ave Traffic Signal Timing, (\$4,540) BART Access Improvements (\$9,364), BART Parking and Access Strategy (\$5,127)

The proposed update to five-year CIP will be considered for adoption by the City Council at the December 21, 2020 Regular Meeting.

Water Facility Reserve Fees - Water Treatment Plant Expansion Revenues and Expenditures - Fund 502 FY15/16 - FY19/20						
	Proj #	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1		\$ 217,548	\$ 1,579,399	\$ 804,648	\$ 867,412	\$ 991,394
<u>REVENUES:</u>						
Water Facility Reserve Fees Collected		176,477	136,857	74,500	96,937	80,089
Other Revenue:						
Interest Earnings		24,706	717	3,751	27,046	31,739
Transfers-In from Water Bond		786,629	781,568			
Transfers-In from Water Fund			467,732	607,608	34,688	168,660
Transfers-In from Water Fund (iBank loan funds)		1,543,952	3,766,561	339,170		
Transfers-In from Water Facility Reserve (Other Fund)		610,668	39,331			
Total Revenues:		3,142,432	5,192,766	1,025,029	158,671	280,488
<u>EXPENDITURES:</u>						
Project Expenditures:						
Water Treatment Plant SCADA Upgrades	5035		36,656	15,487		
Water Treatment Plant Sludge Handling Facility	5040	1,780,581	5,830,861	946,778	34,688	13,665
W-55 Buchanan Road Waterline	5049		100,000			
Total Expenditures:		1,780,581	5,967,517	962,265	34,688	13,665
Revenues Over/Under Expenditures:		1,361,851	(774,751)	62,764	123,982	266,823
Fund Balance - June 30		\$ 1,579,399	\$ 804,648	\$ 867,412	\$ 991,394	\$ 1,258,217

The description of this fee and fee amounts collected prior to August 20, 2005 are attached per Resolution No. 98-8551.

The description of this fee and fee amounts collected on or after August 20, 2005 are attached per Resolution No. 05-10291.

Revised fee amounts are attached per Resolution No. 12-11778 dated 02/21/12

The five-year CIP was adopted by the City Council on December 16, 2019 per Resolution No. 19-13729

* A portion of these funds have been allocated to upgrade the Supervisory Control and Data Acquisition (SCADA) system at the Water Treatment Plant (\$8,544), WTP Disinfection Modification & Conversion (\$400,000)

The proposed update to five-year CIP will be considered for adoption by the City Council at the December 21, 2020 Regular Meeting.

Water Facility Reserve Fees - Water Distribution Revenues and Expenditures - Fund 503 FY15/16 - FY19/20						
	Proj #	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1		\$ 292,698	\$ 407,231	\$ 394,913	\$ 383,204	\$ 909,057
REVENUES:						
WFR - Water Distribution Fees Collected		208,348	63,420	231,622	502,803	337,243
Other Revenue:						
Interest Earnings		6,185	1,762	2,122	23,050	36,503
Total Revenues:		214,533	65,182	233,744	525,853	373,746
EXPENDITURES:						
Project Expenditures:						
Delta Diablo Recycled Water - John Buckley Park				102,500		
Waterline School Street between Harbor/Vincent				220,453		
Transfers-Out to Water Facility Reserve Fund 502 - 2016/17 Water Main Installation Project	5054	100,000	77,500	(77,500)		
Transfers - Out to Sewer Fund:						827,500
Total Expenditures:		100,000	77,500	245,453	-	827,500
Revenues Over/Under Expenditures:		114,533	(12,318)	(11,709)	525,853	(453,754)
Fund Balance - June 30		\$ 407,231	\$ 394,913	\$ 383,204	\$ 909,057	\$ 455,303

There have been no fee refunds to-date.

The description of this fee and fee amounts are attached per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts are attached per Resolution No.12-11778 dated 02/21/12

These fees ensure the distribution system has available operational capacity to meet the demands of new development outside the Southwest Hills.

The five-year CIP was adopted by the City Council on December 16, 2019 per Resolution No. 19-13729

*A portion of these funds have been programmed for 10/11 Sewer Replacement Program (\$750,000), CCTV/Inspection/Sewer Replacement Program (\$77,500)

The proposed update to five-year CIP will be considered for adoption by the City Council at the December 21, 2020 Regular Meeting.

Water Facility Reserve Fees - Zone 1 & 2 Reservoir Revenues and Expenditures - Fund 504 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ 946,450	\$ 960,975	\$ 965,043	\$ 970,305	\$ 1,001,946
<u>REVENUES:</u>					
WFR - Zone 1/11 Reservoir Fees Collected					
Other Revenue:					
Interest Earnings	14,525	4,068	5,262	31,641	30,026
Transfers-In:					
Total Revenues:	14,525	4,068	5,262	31,641	30,026
<u>EXPENDITURES:</u>					
Project Expenditures:					
Transfers - Out:					
Total Expenditures:	-	-	-	-	-
Revenues Over/Under Expenditures:	14,525	4,068	5,262	31,641	30,026
Fund Balance - June 30	\$ 960,975	\$ 965,043	\$ 970,305	\$ 1,001,946	\$ 1,031,972

There have been no fee refunds to-date.

The description of this fee and fee amounts are attached per Resolution No. 05-10291 dated June 20, 2005. Revised fee amounts are attached per Resolution No. 12-11778 dated 02/21/12

These fees will be used to fund the cost of a water reservoir for Zones 1 and 2 which are not within the Southwest Hills area.

Water Facility Reserve Fees - SE 20" Trans Line Revenues and Expenditures - Fund 505 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ 775,477	\$ 859,357	\$ 131,100	\$ 157,075	\$ 233,334
<u>REVENUES:</u>					
WFR - SE 20" Trans Line Fees Collected	71,135	30,590	25,184	69,538	45,491
Other Revenue:					
Interest Earnings	12,745	1,175	791	6,721	8,207
Transfers-In:					
Total Revenues:	83,880	31,765	25,975	76,258	53,698
<u>EXPENDITURES:</u>					
Project Expenditures:					
Interest Expense		22			
Transfers Out to Water Fund (W-55 Buchanan Road Waterline)		760,000			
Total Expenditures:	-	760,022	-	-	-
Revenues Over/Under Expenditures:	83,880	(728,257)	25,975	76,258	53,698
Fund Balance - June 30	\$ 859,357	\$ 131,100	\$ 157,075	\$ 233,334	\$ 287,032

There have been no fee refunds to-date.

The description of this fee and fee amounts are attached per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts are attached per Resolution No. 12-11778 dated 02/21/12

These fees will be used to fund the Segment 1E and Zone 2 Transmission Pipeline to the new Zone 2 Reservoir.

Water Facility Reserve Fees - SW Hills CIP - Phase I & II Revenues and Expenditures - Fund 506 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ (0)	\$ (0)	\$ 57,467	\$ 5,501	\$ 0
REVENUES:					
WFR - SW Hills CIP Fees Collected	426,880	272,555	151,251	150,179	123,773
Other Revenue:					
Interest Earnings	1,743	97		1,840	3,166
Total Revenues:	428,623	272,652	151,251	152,018	126,939
EXPENDITURES:					
Project Expenditures:					
Interest Expense		403	34		
Transfers - Out:					
Transfer-Out to Water Revenue Bond ⁽¹⁾	428,623	214,782	203,183	157,519	126,939
Total Expenditures:	428,623	215,185	203,217	157,519	126,939
Revenues Over/Under Expenditures:	-	57,467	(51,966)	(5,501)	-
Fund Balance - June 30	\$ (0)	\$ 57,467	\$ 5,501	\$ 0	\$ 0

The description of this fee and fee amounts are attached per Resolution No. 05-10291 dated June 20, 2005.

Revised fee amounts are attached per Resolution No. 12-11778 dated 02/21/12

(1) The fees collected will reimburse Water Bond funds used in prior years to construct the new 3.0 MG Zone 2 Reservoir, two pump stations (Zone 2 & 3) and Transmission Pipeline Segments 2-5 to serve Southwest Hills. Reimbursement will take place as funds become available, starting in Fiscal Year 2011/12. Project Descriptions and Expenses incurred are as follows:

West Leland Waterline	\$ 234,766
Vista Del Mar Waterline	235,154
Southwest Hills Water Improvement Project	13,200,368
Total Eligible for Reimbursement:	13,670,288
Reimbursed in Prior Years	(1,208,021)
Reimbursed in Fiscal Year 14/15	(265,688)
Reimbursed in Fiscal Year 15/16	(428,624)
Reimbursed in Fiscal Year 16/17	(214,782)
Reimbursed in Fiscal Year 17/18	(203,183)
Reimbursed in Fiscal Year 18/19	(157,519)
Reimbursed in Fiscal Year 19/20	(126,939)
Balance Remaining to Reimburse Water Bond	\$ 11,065,532

Water Facility Reserve Fees - SW Hills Phase III Pipe/Reservoir Revenues and Expenditures - Fund 507 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ 1,977,678	\$ 2,156,897	\$ 2,292,965	\$ 2,339,136	\$ 2,425,179
<u>REVENUES:</u>					
WFR - SW Hills Phase III Pipe Fees Collected	147,201	126,385	33,593	9,831	3,860
Other Revenue:					
Interest Earnings	32,018	9,683	12,578	76,212	72,769
Transfers-In:					
Tsfr-In from Water Bond					754,000
Total Revenues:	179,219	136,068	46,171	86,043	830,629
<u>EXPENDITURES:</u>					
Project Expenditures:					
Transfers - Out:					
Total Expenditures:	-	-	-	-	-
Revenues Over/Under Expenditures:	179,219	136,068	46,171	86,043	830,629
Fund Balance - June 30	\$ 2,156,897	\$ 2,292,965	\$ 2,339,136	\$ 2,425,179	\$ 3,255,808

The description of this fee and fee amounts are attached per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts are attached per Resolution No.12-11778 dated 02/21/12

A portion of these funds have been programmed for the Water Main at West Leland, from Water Treatment Plant to Southwest Hills (\$1,796,000)

In addition to funding segment P-1, the fees collected will reimburse Water Bond funds used in prior years to construct the new Transmission Pipeline Segments P2-5 to serve Southwest Hills. Reimbursement will take place as funds become available, and after the other segments of the pipeline are completed.

Water Facility Reserve Fees - SW Hills Phase III Pump Revenues and Expenditures - Fund 508 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	4	4	(0)	(0)	(0)
REVENUES: WFR - SW Hills Phase III Pump Fees Collected					
Other Revenue:					
Transfers-In:					
Total Revenues:	0	0	0	-	-
EXPENDITURES: Project Expenditures:					
Transfers - Out: Transfer-Out to Water Revenue Bond ⁽¹⁾	-	4			
Total Expenditures:	-	4	-	-	-
Revenues Over/Under Expenditures:	0	(4)	0	-	-
Fund Balance - June 30	\$ 4	\$ (0)	\$ (0)	\$ (0)	\$ (0)

The description of this fee and fee amounts are attached per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts are attached per Resolution No. 12-11778 dated 02/21/12

(1) The fees collected will reimburse Water Bond funds used in prior years to acquire the Zone 4 site at San Marco for water lines serving Zones 3 and higher within the Southwest Hills area. Reimbursement will take place as funds become available, starting in Fiscal Year 2011/12. Project Description and Expenses incurred are as follows:

San Marco Site Land Acquisition	\$325,000
Total Eligible for Reimbursement:	\$ 325,000
Reimbursed in FY 2011/12:	(103,102)
Balance Remaining to Reimburse Water Bond	\$ 221,898

Water Treatment Plant Sludge Handling Revenues and Expenditures - Fund 509 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ 295,731	\$ 0	\$ 75,989	\$ 166,546	\$ 293,858
<u>REVENUES:</u>					
WFR - Water Treatment Plant Sludge Handling	212,989	115,500	89,909	119,387	96,599
Other Revenue:					
Interest Earnings	1,948	21	648	7,925	11,304
Total Revenues:	214,937	115,521	90,557	127,312	107,903
<u>EXPENDITURES:</u>					
Project Expenditures:					
Interest Expense		201			
Transfers-Out to Water Facility Reserve - Fund 502 (W-33 WTP Sludge Handling Facility)	510,668	39,331			
Total Expenditures:	510,668	39,532	-	-	-
Revenues Over/Under Expenditures:	(295,731)	75,989	90,557	127,312	107,903
Fund Balance - June 30	\$ 0	\$ 75,989	\$ 166,546	\$ 293,858	\$ 401,761

The Water Treatment Plant (WTP) Sludge Handling Fee (Fund 509) covers the cost of increasing the WTP's capacity for handling additional sedimentation basin sludge, a result of increased WTP water production resulting from additional development within the City.

Revised fee amounts are attached per Resolution No. 12-11778 dated 02/21/12

(1) \$550,000 was programmed for a Sludge Handling Facility at the Water Plant. Fund 502, Water Treatment Plant Expansion funded \$300,000 of the project, \$250,000 was funded with Sludge Handling funds (fund 509). The balance of \$300,000 has been reimbursed from Water Treatment Plant Sludge Handling funds in FY 2015/16.

Water Facility Reserve Fees - Zone 1 Reservoir Revenues and Expenditures - Fund 510 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ 134,804	\$ 223,973	\$ 320,266	\$ 440,985	\$ 714,829
<u>REVENUES:</u>					
WFR - Zone 1 Reservoir Fees Collected	85,880	94,920	118,612	254,174	170,049
Other Revenue:					
Interest Earnings	3,289	1,373	2,107	19,670	26,102
Transfers-In:					
Total Revenues:	89,169	96,293	120,719	273,844	196,151
<u>EXPENDITURES:</u>					
Project Expenditures:					
Transfers - Out:					
Total Expenditures:	-	-	-	-	-
Revenues Over/Under Expenditures:	89,169	96,293	120,719	273,844	196,151
Fund Balance - June 30	\$ 223,973	\$ 320,266	\$ 440,985	\$ 714,829	\$ 910,980

There have been no fee refunds to-date.

The description of this fee and fee amounts are attached per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts are attached per Resolution No. 12-11778 dated 02/21/12

These fees will be used to fund the cost of a water reservoir for Zones 1 which are not within the Southwest Hills area.

Water Facility Reserve Fees - Zone 2 Reservoir Revenues and Expenditures - Fund 511 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ -	\$ 72,862	\$ 87,438	\$ 87,914	\$ 114,040
<u>REVENUES:</u>					
WFR - Zone 1 Reservoir Fees Collected	72,065	14,210		22,586	12,828
Other Revenue:					
Interest Earnings	797	366	476	3,540	3,720
Transfers-In:					
Total Revenues:	72,862	14,576	476	26,126	16,548
<u>EXPENDITURES:</u>					
Project Expenditures:					
Transfers - Out:					
Total Expenditures:	-	-	-	-	-
Revenues Over/Under Expenditures:	72,862	14,576	476	26,126	16,548
Fund Balance - June 30	\$ 72,862	\$ 87,438	\$ 87,914	\$ 114,040	\$ 130,588

There have been no fee refunds to-date.

The description of this fee and fee amounts are attached per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts are attached per Resolution No. 12-11778 dated 02/21/12

These fees will be used to fund the cost of a water reservoir for Zone 2 which are not within the Southwest Hills area.

Sewer Facility Reserve Fees -Collection System Capacity Buy-In Revenues and Expenditures - Fund 522 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ 259,023	\$ 477,627	\$ 607,213	\$ 722,106	\$ 1,190,266
<u>REVENUES:</u>					
Sewer Facility Reserve Buy In - Fees Collected	212,019	127,008	111,218	517,676	188,897
Other Revenue:					
Interest Earnings	6,585	2,578	3,675	32,796	40,487
Transfers-In:					
Total Revenues:	218,604	129,586	114,893	550,472	229,383
<u>EXPENDITURES:</u>					
Project Expenditures:					
Sewer Line Replacement East of Loveridge				82,312	
Transfers - Out:					
Transfer-Out to Sewer Operating - Sewer Rehab					810,000
Total Expenditures:	-	-	-	82,312	810,000
Revenues Over/Under Expenditures:	218,604	129,586	114,893	468,160	(580,617)
Fund Balance - June 30	\$ 477,627	\$ 607,213	\$ 722,106	\$ 1,190,266	\$ 609,649

There have been no fee refunds to-date.

The description of this fee and fee amounts collected prior to August 20, 2005 are attached per Resolution No. 97-8495.

The description of this fee and fee amounts collected on or after August 20,2005 are attached per Resolution No. 05-10291.
Revised fee amounts are attached per Resolution No. 05-10372

*Fees have been programmed for the Highway 4 Trunk Line Relief Project (\$133,113). Fees have also been programmed for the CCTV/Inspection/Sewer Rehab project (\$460,000), Montezuma Pump Station Replacement (\$350,000)

Sewer Facility Reserve Fees - Hwy 4 Trunk Line Revenues and Expenditures - Fund 523 FY15/16 - FY19/20					
	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
Fund Balance - July 1	\$ 17,092	\$ 17,355	\$ 20,166	\$ 20,276	\$ 21,818
<u>REVENUES:</u>					
SFR-Pipe - Fees Collected		5,593		872	
Other Revenue:					
Interest Earnings	263	83	110	670	654
Transfers-In:					
Total Revenues:	263	5,676	110	1,542	654
<u>EXPENDITURES:</u>					
Project Expenditures:					
Reimbursement - prior year revenue ¹		2,865			
Transfers - Out:					
Total Expenditures:	-	2,865	-	-	-
Revenues Over/Under Expenditures:	263	2,811	110	1,542	654
Fund Balance - June 30	\$ 17,355	\$ 20,166	\$ 20,276	\$ 21,818	\$ 22,472

¹A developer refund was made in 2016/17 - for reimbursement of Sanitary Sewer Video costs.

The description of this fee and fee amounts are attached per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts are attached per Resolution No. 12-11778 dated 02/21/12.

These fees will be used to fund the increase in size for the Highway 4 Sewer Trunk Line to serve new development.

Funds in the amount of \$200,000 for the Hwy 4 Trunk Line Relief project are payable to fund 522 Sewer Facility Reserve Buy-In fund when revenue receipts are sufficient.



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting the Plans and Specifications, and Awarding Project 2205, West Leland Road Street Lighting

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

Project 2205, West Leland Road Street Lighting Project (the "Project"), is for the installation of 33 new streetlight poles and luminaires on West Leland Road between Crestview Drive and Railroad Avenue. Adoption of this resolution will accept the plans and specifications for the Project and authorize the City Manager to award a construction contract to West Valley Construction of Campbell, California.

FISCAL IMPACT

The Project is currently funded with \$458,000 from HUTA Gas Tax (Fund 203), \$277,331 from a deposit refund from Pacific Gas and Electric and \$25,000 Park Dedication Fees (Fund 304) for a total Project budget of \$760,331.

A detailed Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution to accept the plans and specifications and authorizing the City Manager to execute a Contract for Project 2205 with West Valley Construction for a total contract amount of \$381,478 for construction of the Project.

Staff recommends that the City Council adopt the attached Resolution establishing a construction contingency of \$57,222 (15% of the contract amount) for unanticipated costs and construction contract change orders.

Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

BACKGROUND

The conversion of overhead electrical cable to underground is currently under construction on West Leland Road from Railroad Avenue to Crestview Drive. Once the new underground facilities are ready for service, the overhead wires and utility poles will be removed and new streetlights installed.

On October 19, 2009, the City Council and Redevelopment Agency for the City of Pittsburg adopted Resolutions 09-11315 and 09-1384, respectively, approving a Project Funding Agreement between the two agencies for several projects within the RDA project area. These resolutions allocated a total of \$300,000 to pay for the estimated cost for design and installation of City-owned street lighting facilities within the proposed underground utility district.

On November 16, 2009, the City Council adopted Resolution 09-11333, establishing Underground Utility District 2009-01 along West Leland Road from Railroad Avenue to Burton Avenue (the "District").

PG&E designed the underground mainline project and is managing its construction, with funding from Rule 20A benefits (the "Rule 20A Project"). However, these underground utility benefits do not apply to City-owned streetlights, so the City must pay for the street lighting facilities in the District.

On January 17, 2012, the City Council adopted Resolution 12-11766, authorizing payment of \$300,000 to PG&E for the estimated cost of constructing the City-owned street lighting facilities.

On March 21, 2016, the City Council adopted Resolution 16-13171, allocating \$458,000 from the HUTA Gas Tax (Fund 203), to the Project for design and construction. The PG&E deposit refund in the amount of \$277,331 was deposited into the Project account.

On December 19, 2019, the City Council adopted Resolution 19-13729 approving the Five-Year Capital Improvement Program for Fiscal Year 2019/20 through 2023/24 and allocating funds for several capital projects, including \$25,000 from Park Dedication Funds to the Project for additional trail lighting on Crestview Drive. The allocation resulted in a new total Project budget of \$760,331.

On October 28, 2020, West Valley Construction, the contractor for PG&E's Rule 20A Project, submitted a proposal to the City in the amount of \$381,478 to complete the City's street lighting Project. Currently, West Valley Construction is working on the mainline conduits and conductors so overhead utilities can be converted to underground and wooden utility poles can be removed. West Valley Construction is scheduled to be on-site performing its work until April 2021.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

Typically, public bidding as prescribed by statute would be required for the Project. However, California courts have recognized a common-law exception to such statutory bidding requirements, when public bidding would be unavailing or would not produce an advantage, and thus would be undesirable, impractical, or impossible. (See *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631.) The City's Project, which is integrally related to the Rule 20A Project, falls within this exception based on the relevant facts, as further explained.

First, the proposal submitted by West Valley Construction is approximately 4% less than the engineer's estimate of \$395,275 for the Project if it was competitively bid. Since West Valley Construction is already performing related work onsite for the Rule 20A Project, there is no need for the cost of separate mobilization and demobilization. Second, it would be disadvantageous to the City, and likely add to Project costs, including potential delays and claims, if the City has to coordinate the work of two separate contractors within the same work area. Third, it would be a disadvantage to the City in terms of warranty coverage to have two separate contractors working in the same area and handling the same conduit runs, and re-excavating areas that are included in both projects. Finally, the City can avoid the cost and public inconvenience for additional traffic control since it is already in place and provided for the Rule 20A Project.

In sum, having West Valley Construction complete the Project in conjunction with its work on the Rule 20A Project is likely to result in significant cost savings for the City, avoid potential claims, avoid potential warranty issues, and avoid inconvenience to the public in terms of traffic control. Under these circumstances, going out to bid for this Project would not produce an advantage for the City or serve the public interest, and would therefore be undesirable and impractical.

The Interim Public Works Director/City Engineer has reviewed the proposal submitted by West Valley Construction and considered the advantages of using a contractor already onsite, the reasonableness of the proposal and the challenges of the impacts of the coronavirus (Covid-19) pandemic on the construction industry. He has determined the contract proposal to be reasonable and appropriate. Accordingly, it is recommended that the contract for the Project be awarded to West Valley Construction to perform in conjunction with its work on the Rule 20A Project, and without separate public bidding.

The recommended construction contingency of \$57,222 is 15% of the construction contract and will provide funding for unanticipated change orders that are often required with work that involves excavation. A Bid Summary is attached to this report.

ATTACHMENTS: Resolution
 Project Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Accepting the Plans and Specifications	)	RESOLUTION NO. 20-
And Awarding Project 2205, West Leland	)	
<u>Road Street Lighting</u>	)	

The City Council of the City of Pittsburgh FINDS AND DETERMINES as follows:

WHEREAS, Project 2205, West Leland Road Street Lighting Project (the "Project"), is for the installation of 33 new streetlight poles and luminaires on West Leland Road between Crestview Drive and Railroad Avenue in Underground Utility District 2009-01 (the "District"); and

WHEREAS, West Valley Construction is currently underway with a project for Pacific Gas and Electric ("PG&E") with funding from Rule 20A benefits for the conversion of overhead electrical cable to underground on West Leland Road from Railroad Avenue to Crestview Drive in the District (the "Rule 20A Project") and the Rule 20A Project is expected to be complete in April 2021; and

WHEREAS, PG&E is managing the construction of the Rule 20A Project, with funding from Rule 20A benefits, however, these underground utility benefits do not apply to City-owned streetlights, so the City must pay for the street lighting facilities in the District; and

WHEREAS, on March 21, 2016, the City Council adopted Resolution 16-13171, allocating \$458,000 from the HUTA Gas Tax (Fund 203), to the Project for design and construction and a PG&E refund in the amount of \$277,331 was deposited into the Project account; and

WHEREAS, on December 19, 2019, the City Council adopted Resolution 19-13729 approving the Five-Year Capital Improvement Program for Fiscal Year 2019/20 through 2023/24 and allocating funds for several capital projects, including \$25,000 Park Dedication Funds to the Project for a total Project budget of \$760,331; and

WHEREAS, on October 28, 2020, West Valley Construction, the contractor for PG&E's Rule 20A Project, submitted a proposal to the City to complete the City's street lighting Project in the amount of \$381,478; and

WHEREAS, the proposal submitted by West Valley Construction is approximately 4% less than the engineer's estimate of \$395,275 for the Project if it is competitively bid; and

WHEREAS, California courts have recognized a common-law exception to such statutory bidding requirements, when public bidding would be unavailing or would not produce an advantage, and thus would be undesirable, impractical, or impossible, as set forth in *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and

WHEREAS, if West Valley Construction completes the Project there are many advantages to consider such as; not having to mobilize and coordinate the work of two contractors within the same work area since West Valley Construction is already performing related work onsite for the Rule 20A Project; avoidance of costs resulting from coordination delays and claims due to two separate contractors working in the same area; avoidance of warranty issues from having two separate contractors handling the same conduit runs and re-excavating areas that are included in both projects; and avoidance of the cost and public inconvenience for additional traffic control since it is already in place and provided for the Rule 20A Project; and

WHEREAS, under these circumstances, going out to bid for this work would not produce an advantage for the City or serve the public interest, and would therefore be undesirable and impractical; and

WHEREAS, the Interim Public Works Director/City Engineer has reviewed the proposal submitted by West Valley Construction and considered the advantages of using a contractor already onsite, the reasonableness of the proposal and the challenges of the impacts of the coronavirus (Covid-19) pandemic on the construction industry and has determined the contract proposal to be reasonable and appropriate; and

WHEREAS, staff recommends authorizing construction contingency of \$57,222, or 15% of the construction contract, for unanticipated costs and construction change orders; and

WHEREAS, staff recommends that the City Engineer or his designee be authorized to approve contract change orders for this Project for a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby finds and determines as follows:

Section 1.

The plans and specifications for the Project are hereby accepted.

Section 2.

The City Council finds, based on the facts set forth herein and in the staff report, that this Project is exempt from public bidding pursuant to the common-law exception to public bidding as set forth in *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, because going out to bid for this Project would not produce an advantage for the City or serve the public interest and would therefore be undesirable and impractical.

Section 3.

City Manager is hereby authorized to execute a contract in the amount of \$381,478 with West Valley Construction for the construction project.

Section 4.

City Council authorizes a construction contingency in the amount of \$57,222 for unforeseen expenses.

Section 5.

City Council authorizes the City Engineer or his designee to approve contract change orders for the Project for a total amount not to exceed 50% of the contingency and the City Manager shall be authorized to approve contract change orders for the Project for a total amount not to exceed 100% of the contingency amount.

Section 6.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Project Budget Summary
Project 2205, West Leland Road Street Lighting Project

Project Funding:	HUTA Gas Tax	\$458,000
	Deposit refund from PG & E	\$277,331
	Park Dedication Fund	\$25,000
	Funding Total	\$760,331

Project Expenditures:

Design:	Consultant Design	\$35,000
(Code 2122)	Misc. Design Costs	\$15,000
	Subtotal	\$50,000

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

Construction:	Estimated Construction	\$381,478
(Code 2281)	Construction Contingency (15%)	\$57,222
	Easements	\$16,331
	Equipment Purchase	\$169,300
	Material Testing	\$13,000
	Subtotal	\$637,331

Staff Time:	Staff Time During Design	\$20,000
(Code 1101)	Staff Time During Construction Manag	\$15,000
	Subtotal	\$35,000

Admin:	Staff Costs During Design	\$20,000
Overhead:	Staff Costs During Construction	\$15,000
(Code 2372)	Subtotal	\$35,000

Expenditures Total \$760,331



**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 City Manager to Execute a Purchase Order for Police Vehicle Equipment

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

The City maintains a fleet of vehicles and equipment necessary for police operations and for maintenance of the City's infrastructure. Each year, staff solicits bids for police vehicle equipment and the specialized parts needed for City police vehicles. If approved, the resolution authorizes a purchase order with LEHR Inc., a local Pittsburg business, to outfit seven new police vehicles.

FISCAL IMPACT

None. The Police Vehicle Equipment Contract is fully funded in the Fleet Operations Budget for Fiscal Year 2020-21. No additional funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a purchase order with LEHR Inc., not to exceed \$145,000, for outfitting new police vehicles.

BACKGROUND

Every year, parts for Police Department vehicles are funded in the Fleet budget for auto parts and supplies. In the past, staff performed most installations in-house. However, as the complexity of the equipment has increased, this is no longer practical for fleet operations, and an outside company now performs most equipment installation.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City recently purchased seven new sport utility vehicles (SUV) to replace the old Crown Victoria sedans and to add needed vehicles to the Police Department fleet. The vehicles must be outfitted with new parts for police use, at a cost ranging from \$14,000 to \$21,000 per vehicle, depending on the equipment that is required.

Each year, and periodically throughout the year, staff obtains a parts quote for a range of parts and equipment that is likely to be needed throughout the year. Cost proposals list specific equipment items and are compared on a cost-per-vehicle basis.

In August 2020, staff solicited bids from three vendors. Staff received responses from two vendors. LEHR, Inc. of Pittsburg submitted the lowest responsible and responsive price quotation. This vendor is also a local preference. T

This expense is within the budget approved by the City Council, but the amount of the purchase requires City Council authorization. The attached LEHR proposal is \$16,156.63 per vehicle. Dependent upon the specific needs for each vehicle, staff recommends a 28% contingency. With the contingency added to the quote, the typical upgrade cost per vehicle is \$20,680. Rounding up the \$144,760 ($7 * \$20,680$) to \$145,000. The contingency will only be spent if needed or required.

Staff recommends the City Council approve the attached resolution to authorize the City Manager to execute a Purchase Order for Lehr, Inc., in an amount not to exceed \$145,000, to outfit the new Police vehicles with needed equipment and parts.

ATTACHMENTS: Resolution
 Cost Proposal Results

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

RESOLUTION NO. 20 - _____

Resolution to Approve the Award to LEHR)
Inc., for Police Vehicle Equipment Contract)

The Pittsburgh City Council FINDS AND DETERMINES as follows:

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

WHEREAS, staff obtained price quotations for said vehicle equipment to outfit seven Police vehicles; and,

WHEREAS, LEHR Inc.'s quote was the most responsive and responsible for the outfitting of Police vehicles; and,

WHEREAS, sufficient funds to accommodate the installation are available in the previously approved City operating budget for Fiscal Year 2020/21 for Fleet Operations.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves and authorizes the City Manager to execute a Purchase Order not to exceed \$145,000 with LEHR, Inc.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk



Sales Quote

Page: 1

661 Garcia Avenue Pittsburg, CA 94565
 Phone: 925-370-2144 Fax: 925-370-2087

Quote Number: 25181
 Document Date: 8/4/2020
 Terms: Net 30
 Payment Method:

Sell City of Pittsburg - Finance Department - A/P
 To: Greg Justice
 65 Civic Avenue
 Pittsburg, CA 94565
 Phone: 925-252-4035

Ship City Of Pittsburg Attn Greg Justice
 To: Greg Justice
 359 East 12th Street
 Pittsburg, CA 94565
 Phone: 925-252-4035

Ship Via Ship from Warehouse
 Location: Lehr - Pittsburg
 Blanket PO: 004171 EXPIRES 6/30/18

Customer ID 56720
 SalesPerson Mike McGee

Vehicle Information:

Item No.	Description	Category	Quantity	Unit Price	Total Price
	Front End Equipment				
BK0083ITU20	PB450L5 LIGHTED PUSH BUMPER W/STOBE TUBE 2020	SETINA	1	959.20	959.20
EX0011	PATROL POWER HARNESS FRT MNT PI UTIL 2020	PATROLPO	1	625.00	625.00
SA315P	OEM H/L FLASHER				
SAK66D	SIREN SPEAKER 100W	WHELENPR	1	195.00	195.00
I	SPEAKER BRACKET-D/S UTILITY 2020	WHELENPR	1	28.70	28.70
	INSTALLATION CHARGES	LABOR	6.5	85.00	552.50
	Front End Equipment				
PE215	PRE-EMPTION POWER SUPPLY	WHELEN	1	419.30	419.30
YHARNES	Y HARNESS ASSEM	WHELEN	1	71.40	71.40
GB2DEDE	54" LEGACY DUO, RW & BW FRONT & CRNRS, RA/BA REAR	WHELENLB	1	2,099.00	2,099.00
STPKT105	STRAP KIT UTILITY 2020-				
	CUSTOMER SUPPLIED ANTENNAS	WHELEN	1		
	MOTOROLA RADIO				
	CRADLEPOINT MODEM				
I	INSTALLATION CHARGES	LABOR	3.5	85.00	297.50
C-VS-1400-INUT-1	CONSOLE 2020 UTILITY	HAVIS	1	261.72	261.72
C-EB25-XTL-1P	FACE PLATE 1 PC 2.5"	HAVIS	1		
C-EB40-CCS-1P	FACE PLATE 1 PC 4"	HAVIS	1		
C-FP-3	FACE PLATE 3"	HAVIS	1		
C-FP-15	FACE PLATE 1.5"	HAVIS	1		
C-ARM-104	ARMREST LG FLIP UP PAD TRAK-MOUNT BASE	HAVIS	1	120.08	120.08
MMSU-1	MAGNETIC MIC KIT	MAGMIC	1	31.45	31.45
C-MCB	MICLIP BRACKET	HAVIS	2	12.11	24.22
TM-5502-PIU-20	HINT TABLET & KEYBOARD MOUNT-DOUBLE POST	HINT	1	573.06	573.06
DH-VESA-75	DISPLAY HOLDER	HINT	1	88.81	88.81
DC-568P-25BLMB	25' CAT6 SNAGLESS CABLE-BLUE	IT MISC	1	16.95	16.95
247	3' USB EXTENSION CABLE	IT MISC	1	12.50	12.50



Sales Quote

Page: 2

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Ship Via Ship from Warehouse
 Location: Lehr - Pittsburg
 Blanket PO: 004171 EXPIRES 6/30/18

Customer ID 56720
 SalesPerson Mike McGee

Vehicle Information:

Item No.	Description	Category	Quantity	Unit Price	Total Price
IK-TR-88-911-TP	TRANSFORMER RUGGED TACTILE KBD W/TOUCHPAD	IKEY	1	316.00	316.00
CSM MOTOROLA RADIO					
CSM TASER ICV					
DK1030151UXL	DUAL GUN RACK	SETINA	1	351.20	351.20
I	INSTALLATION CHARGES	LABOR	13.5	85.00	1,147.50
	Prisoner Compartment				
PK05171TU20TM	#6/7VS RP COATED TALLMAN	SETINA	1	679.20	679.20
QK0634ITU20	FULL REPL TRANSPORT SEAT CENTER PULL BELTS 2020	SETINA	1	695.20	695.20
PK0316ITU202ND	#12VS COATED POLY REAR PARTITION 2020 UTILITY	SETINA	1	415.20	415.20
WK0514ITU20	WINDOW BARRIERS VS STEEL VERTICAL UTILITY 2020	SETINA	1	215.20	215.20
DK0100ITU20	TPO DOOR PANELS BLK, UTIL 2020	SETINA	1	215.20	215.20
I	INSTALLATION CHARGES	LABOR	7.5	85.00	637.50
	Back End Equipment				
TK0248ITU20	REAR CARGO DSC-BSC 2020 UTIL	SETINA	1	1,207.20	1,207.20
TPA9289	CARGO BOX RADIO TRAY	SETINA	1	311.20	311.20
VTX609J	VERTEX SUPER-LED SPLIT RED/BLUE	WHELENPR	2	72.90	145.80
	CSM MODEM				
CCSRNT5	CARBIDE SIREN AMP W/CANPOR/TA	WHELENPR	1	829.00	829.00
CANCTL7	CONTROL HEAD 21 PUSH-BUTTONS, 4-PSS, MIC	WHELENPR	1		
CC5K1	OBDII INSTALL KIT	WHELEN	1		
INSTALL	INSTALL MATERIALS	OTHER	1	150.00	150.00
I	INSTALLATION CHARGES	LABOR	11	85.00	935.00
F	Shipping Charges	OTHER	1	250.00	250.00

Amount Subject to Sales Tax 14626.79
 Amount Exempt from Sales Tax 250.00

Subtotal: \$14,876.79
 Total Sales Tax: \$1,279.84

Total: \$16,156.63



**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 Nine City Council Resolutions to Find Developers in Compliance with their Respective Development Agreements for: Southwest (San Marco), Garaventa, Tuscany Meadows, Liberty, Trans Bay Cable, Edgewater, Belle Harbor (Waterstone), Sky Ranch II, and Montreux

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

State law requires local jurisdictions to conduct a periodic review of active development agreements (DAs) within their community. For the 2020 period, City staff reviewed nine active DAs, including: Southwest (San Marco) Development, Garaventa Development, Tuscany Meadows Subdivision, Liberty Subdivision, Trans Bay Cable, Edgewater Development, Belle Harbor (Waterstone) Subdivision, Sky Ranch II Subdivision, and Montreux Subdivision. Staff has found each developer in compliance with the terms of their respective DA, and as such, recommends the City Council adopt nine resolutions finding good faith compliance and authorizing the City Manager to execute Certificates of Compliance as appropriate.

FISCAL IMPACT

None. The City has adopted fees to recover staff costs associated with processing periodic reviews of Development Agreements, and as such, each developer will reimburse the City for the staff time required.

RECOMMENDATION

City Council adopt the nine attached resolutions finding:

- 1) SEECON Financial and Construction Co., Inc., in good faith compliance with the San Marco DA;
- 2) Garaventa Enterprises, Inc., in good faith compliance with the Garaventa DA;
- 3) SEECON Built Homes, Inc., in good faith compliance with the Tuscany Meadows DA;
- 4) Forecast Land Development, LLC, in good faith compliance with the Liberty Subdivision DA;

- 5) Trans Bay Cable, LLC, in good faith compliance with the Trans Bay Cable DA;
- 6) Sunnyside Pittsburg, LLC, in good faith compliance with the Edgewater Apartments DA;
- 7) Discovery Homes, Inc., in good faith compliance with the Belle Harbor (Waterstone) DA;
- 8) Sky Ranch Land Investors, LLC, in good faith compliance with the Sky Ranch II DA; and
- 9) Altec Homes, Inc., in good faith compliance with the Montreux DA.

BACKGROUND

California Government Code Section 65864 et seq. authorizes and regulates the execution of development agreements (DAs) between Cities and persons who desire to develop property within the City's jurisdiction. Pursuant to the law, the City establishes procedures for the consideration of the DA applications, as well as procedures for reviewing the DAs. State law also requires the periodic review of a Development Agreement, at which time the Developer must demonstrate good faith compliance with the terms of the DA.

The last periodic reviews were conducted by the City in 2019 for nine DAs listed above.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

If the City Council finds that the respective developers are in compliance with their respective DAs, then the City would issue a "Finding of Compliance" for each project, that may be recorded against the properties.

If, as a result of the review, the City Council finds and determines on the basis of substantial evidence that a developer has not complied in good faith with the terms and conditions of their DA, then the City may terminate or modify the associated DA. Pursuant to the City's procedures, the City would then issue a "Finding of Non-Compliance," identifying the areas of non-compliance, the terms of compliance and a time period for the Developer to bring the project into compliance with the DA.

At this time, all current issues associated with each DA reviewed have either been addressed or will be addressed when appropriate by the respective developer or are being addressed in coordination with the developer on an on-going basis. As such, staff recommends the adoption of all nine proposed resolutions finding good faith compliance by Developers with the terms of the DAs.

ATTACHMENTS:

1. Resolution for San Marco
- 1a. Exhibit 1 – San Marco 2020 Summary Table
2. Resolution for Garaventa
- 2a. Exhibit 1 – Garaventa 2020 Summary Table
3. Resolution for Tuscany Meadows
- 3a. Exhibit 1 – Tuscany Meadows 2020 Summary Table
4. Resolution for Liberty Residential Subdivision

- 4a. Exhibit 1 – Liberty 2020 Summary Table
- 5. Resolution for Trans Bay Cable
- 5a. Exhibit 1 – Trans Bay Cable 2020 Summary Table
- 6. Resolution for Edgewater
- 6a. Exhibit 1 – Edgewater 2020 Summary Table
- 7. Resolution for Belle Harbor
- 7a. Exhibit 1 – Belle Harbor 2020 Summary Table
- 8. Resolution for Sky Ranch
- 8a. Exhibit 1 – Sky Ranch 2020 Summary Table
- 9. Resolution for Montreux
- 9a. Exhibit 1 – Montreux 2020 Summary Table

Report Prepared By: Kristin Pollot, AICP, Planning Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of Southwest (San	)	
Marco) Development Agreement	)	
Between The City of Pittsburg and	)	RESOLUTION NO. 20-
Seecon Financial and Construction	)	
Co. Inc. and Determination as to	)	
Compliance With Development	)	
Agreement	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Seecon Financial and Construction Co., Inc., was recorded on August 1, 1990, for the Southwest (San Marco) Development Area; and

WHEREAS, a 1st Amendment to the Development Agreement was executed on November 1, 2001; and

WHEREAS, a 2nd Amendment to the Development Agreement was executed on July 19, 2010; and

WHEREAS, a 3rd Amendment to the Development Agreement was executed on April 8th, 2013; and

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Southwest (San Marco) Development Agreement was conducted in 2019, and on November 18, 2019, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "San Marco DA – 2020 Annual Review" summary table, attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Southwest (San Marco) Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Southwest (San Marco) Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

DA Section	Condition/Requirement	Status	Comments	Action Items
1 Recitals				
2 A	To strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the public and private economic risks of development, the Legislature of the State of California adopted Sections 65864 et seq. of the Government Code ("Development Agreement Statute") which authorizes City to enter into a development agreement with a person having a legal or equitable interest in real property, for the development of property. Under the authority of the Development Agreement Statute, City adopted Resolution No. 89-7466 on June 5, 1989, establishing procedures and requirements for the consideration of development agreements.	Not Applicable		
3 B	Developer is the owner of approximately 639± acres of property located near the City of Pittsburg, within Contra Costa County and described more specifically in Exhibit "A" attached (the "Property") located within the Southwest area described in paragraph E.	Not Applicable		
4 C	It is the intent of City and Developer to establish certain development rights in the Property which will be the subject of property development applications and this Development Agreement.	Not Applicable		
5 D	Developer desires to develop and construct on the Property, in phases, a complex of buildings for 2938 single and multifamily residential units plus walk and bicycle paths, play and picnic areas, park areas, and similar open spaces, swimming pools, parking facilities, interior roadways and other related infrastructure improvements (collectively the "Project").	Not Applicable		
6 E	On May 4, 1987, by Resolution No. 87-7138, the City Council determined that the approximately 639± acre area located adjacent and contiguous to the southwest boundary of City ("Southwest Area") should be included in the Pittsburg sphere of influence and then annexed and developed as part of City.	Not Applicable	On 7/19/10, the City Council approved the 2nd Amendment to the Southwest DA (Ordinance No. 10-1326), which revised the map exhibit of the DA to remove 1.41 acres for which the developer intended to pursue commercial rather than residential land use entitlements (gas station).	
7 F	On June 15, 1987, by Resolution No. 87-7202, the City Council of City determined, on the basis of mutual interests of City and property owners in the Southwest Area, that City would enter into development agreement(s) with property owners in that area. The agreements are intended to insure orderly urbanization and the housing needs of existing and future City residents in a manner which makes maximum utilization of resources and reduces economic costs of development.	Not Applicable		
8 G	On August 3, 1987 by Resolution No. 87-7209, City adopted a General Plan amendment to the Southwest Area. On September 6, 1988, by Resolution No. 88-7357 the City adopted an updated General Plan. The General Plan established goals, objectives, policies and criteria to guide the development of this area, and it is the parties' intent that this area be developed consistent with those land use categories specified in the Land Use Element Map of the General Plan and applicable land use regulations as modified herein.	Not Applicable		
9 H	Developer intends to develop the Property which is described in Exhibit "A" in accordance with this Agreement.	Not Applicable		
10 I	The Southwest Area has been studied and the City has determined that development of the area must be done in an environmentally sensitive manner. City and Developer recognize that its particular development requires coordination and compliance with the City General Plan, but that certain aspects of developing the Property will require flexibility and variation from other applicable City land use regulations will be necessary and appropriate to implement the Project. To the extent that the proposed Project, (as described in paragraph D above and as shown on the Land Use Element of the General Plan), differs from the current zoning regulations, the provisions of this agreement shall prevail.	Not Applicable		
11 J	In accordance with the California Environmental Quality Act ("CEQA"), City will prepare and adopt the appropriate environmental documents for the administration of this Development Agreement and the approvals necessary to carry out the Project.	Compliant	A Subsequent Environmental Impact Report (SEIR, SCH #91073029) was prepared for the San Marco Development Plan Area and certified by the Planning Commission on October 13, 1992.	
12 K	The Property proposed for the Project is presently located in the unincorporated territory of the County of Contra Costa but within the City's sphere of influence. In accordance with section 65865(b) of the Development Agreement Statute, City and Developer may enter into a Development Agreement before annexation, provided that the Agreement shall not become operative unless annexation of the Property to the City is completed within the period of time specified by the Agreement or by any extension of time provided for by the Agreement. City and Developer desire to complete annexation as soon as possible.	Not Applicable		
13 L	By entering into this Agreement, City has determined it is in the City's public interest and the interest of its citizens to do so.	Not Applicable		
14 M	Following compliance with CEQA and after conducting duly noticed public hearings, the Planning Commission recommended approval and the City Council approved this Agreement, authorized its execution and found that this Agreement is consistent with the General Plan. The Agreement was approved by City Ordinance No.	Not Applicable		
15 N	Development of the Project in accordance with this agreement and subsequent discretionary approvals will provide for orderly growth conformance with the policies and goals set forth in the General Plan in accordance with paragraph "G" and "I".	Not Applicable		
16 O	For the reasons recited, Developer and City have determined that the Project is a development for which this Agreement is appropriate. This Agreement eliminates uncertainty in planning for and in securing orderly development of the Project. Developer desires to receive the assurance that it may proceed with the Project in accordance with the existing ordinances, resolutions and regulations as of the effective date of this agreement and subject to the terms and conditions in this Agreement, and subject to review and approval and the grant of land use entitlements by the appropriate reviewing body (Planning Commission or City Council) as to each specific proposal for development.	Not Applicable		

	DA Section	Condition/Requirement	Status	Comments	Action Items
17	P	By entering into this Agreement, City recognizes and hereby acknowledges that approvals herein constitute a present exercise of the governmental authority of City.	Not Applicable		
18	 Agreement Sections				
19	1	Operative date of Agreement. Under Government Code section 65856(b), the annexation of Property to City must occur on or before July 1, 1993. This agreement does not become operative unless annexation is complete by that date. The parties may, however, extend this completion date for annexation beyond July 1, 1993.	Compliant		
20	2	Term. The duration of this Agreement shall extend to October 1, 2032, unless terminated, modified or extended by mutual written consent of the parties.	Compliant	On 10/1/01, the City Council approved the 1st Amendment to the Southwest DA to extend its term from the original horizon year of 2002 to an amended horizon year of 2020 (Ordinance No. 01-1187). On 4/15/13, the City Council approved the 3rd Amendment to the DA which extended the term of the DA from its prior expiration year of 2020 to a new expiration year of 2032 in exchange for a revision to the developer's park obligations and a \$10,000 annual payment for development agreement compliance reviews. This year, the City Council will consider a 4th Amendment to the DA that would require the developer to commence construction of a minimum 30,000-square-foot commercial center on a project site located at the southwest corner of W. Leland Road and San Marco Boulevard. The same DA amendment would also require the developer to construct improvements on the 2.78-acre park site located in San Marco Subdivision Unit No. 12 at a cost not to exceed \$1,582,724.	
21	 3	Effect of Agreement on Land Use Regulations			
22	(a)	Permitted Uses. The permitted uses of the property are those uses designated in the Land Use Element of the General Plan adopted on September 6, 1988. A copy of the Land Use Element Map is attached as Exhibit "B".	Compliant		
23	(b)	Density and Land Use Intensity. At its option, the Developer may construct up to a maximum of 2,938 residential units consisting of a mix of single-family and multiple-family residential units as shown on the General Plan Map attached as Exhibit "B". The location and configuration of lots is subject to City's review and approval under the Subdivision Map Act. The parties recognize that in order for the project site to accommodate up to 2,938 mixed residential units, grading in excess of that permitted under the applicable Hillside regulations will be necessary. City agrees that in its review and approval of Developer's grading plans, it shall permit additional grading, which is necessary to construct infrastructure and building pads to effectively and efficiently accommodate the maximum number of units Developer is permitted and proposes to construct, subject to the normal property development process of the City.	Compliant	Plot plans continue to be reviewed for conformance with the approved vesting tentative map. As of the date of this periodic review, Villages A, F, G, H, J, K, and L have been completed. Villages B (San Marco Villas) and D (Positano at San Marco) are under construction. Design review has been approved for Villages E (Unit 13) and M (Esperanza at San Marco).	
24	(c)	Applicable Land Use Regulations. Except as provided in subparagraph (b) relating to density and grading, the land use regulations applicable to the project shall be those land use regulations in effect on the date this agreement is entered into. The rules, regulations and policies governing the approval and the design, improvement and construction standards and specifications applicable to development of the property shall be those rules, regulations and policies in force on the date this Agreement is entered into except as specifically provided in this Agreement (e.g., subparagraphs (d) and (e) of this paragraph).	Compliant		
25	(d)	Application of Building Codes. Developer is subject to changes in the Uniform Building Codes occurring from time to time subsequent to the date this Agreement is entered into which are not inconsistent with subparagraphs (a) and (b) of this paragraph and if the changes (i) are found by the City Council to be in the best interest of the health and safety of its citizens and (ii) are applicable to all other developments in the City.	Compliant		
26	(e)	Subsequent Land Use Entitlements. In subsequent land use entitlement actions concerning the property, the City may only apply those existing rules, regulations and policies that were in force and effect on the effective date of this Development Agreement with respect to the property.	Compliant		
27	 4	Fees, Charges and Assessments.			
28	(a)	City to Adjust Existing Fees. City recently adopted a new fee schedule for fees and charges which it levies in connection with land use entitlements, including subdivisions. Developer agrees that this new fee schedule (attached to this agreement as Exhibit "C") will govern the fees and charges applicable to the project and that it is the intent of the City not to impose additional fees, exactions, dedications or regulations through the exercise of the police power or the taxing power unless they are solely for unanticipated health and safety reasons as a direct result of this project and are consistent with Government Code Sections 66000 et. seq. Any additional fees shall in no event include, for example: child care, public art, libraries, community centers or other similar fees not essential to health and safety. The limitations on fees contained in this subparagraph shall not preclude the City from instituting procedures to impose taxes or assessments on the property (as opposed to development fees) pursuant to districts which may be formed under the provisions of by way of example, the Community Facilities Financing Act (Mello-Roos), or Limited Obligation Revenue Bonds (Marks-Roos) or the Landscaping Lighting and Maintenance Act. The Developer hereby reserves the right to protest the formation of and the participation of the property in any such district.	Compliant		

DA Section	Condition/Requirement	Status	Comments	Action Items
29	(b)	Exceptions to Limitations on City's Right to Impose Fees, Taxes, and Assessments. Notwithstanding subparagraph (a) of this section limiting the right of the City to impose fees, charges, and assessments in connection with land use entitlements and subdivisions, the City may impose the following additional fees consistent with Government Code section 66000 et seq., and taxes and assessments without protest from the developer: (i) a fee imposed or mandated by another governmental agency; or (ii) a fee imposed for citywide traffic or drainage mitigation purposes; or (iii) a fee in the form of a capital improvement facility fee for sewer purposes or water purposes. (iv) an assessment to be imposed on residential units pursuant to a Mello Roos or Marks Roos District for the exclusive purpose of providing police services to the property. (v) an assessment imposed for the benefit of the property pursuant to the Landscape Lighting and Maintenance District Act.	In Progress	Fees, taxes, and assessments the City currently imposes on projects within the San Marco PD area include: Facilities Reserve Charge (PMC Chapters 13.08, 13.12, and 13.24) for water and sewer service; Local Transportation Mitigation Fee (PMC Chapter 15.90); Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102); In-Lieu Parkland Dedication Fee; Community Facilities District 2007-01 for park maintenance; and Community Facilities District 2004-1 for police services.
30	(c)	Consumer Price Index Adjustment. At the end of one year from the date this agreement becomes operative (see paragraph l) and annually thereafter during the term of this agreement, the City may adjust the fees and charges imposed upon Developer to reflect the increase, if any, in the Consumer Price Index (San Francisco/Oakland) as published by the Bureau of Labor Statistics, US Department of Labor, by comparing the Index figure nearest to the time of execution of this agreement to the Index figure nearest to the expiration of each one year period.	Compliant	
31	5	Application of CEQA. The parties acknowledge that this agreement and Developer's project is subject to CEQA. The parties also acknowledge that the City has previously had prepared and certified an EIR for the proposed change in the City's sphere of influence in the Southwest Hills, the annexation of the area to the City and the General Plan Amendment applicable to the Southwest Hills. City shall treat that EIR as a program EIR against which Developer's future activities under this Agreement will be examined for the need of additional environmental review and analysis as Developer seeks land use entitlements to carry out the Project.	Compliant	A Subsequent Environmental Impact Report (SEIR, SCH #91073029) was prepared for the San Marco Development Plan Area and certified by the Planning Commission on October 13, 1992.
32	6	Commencement of Construction. It is the desire of Developer and City that Developer begin construction upon annexation after the securing of all discretionary entitlements. Developer agrees to begin and complete, with due diligence, all major infrastructure including arterial roadways, storm drainage facilities, sewer trunk lines and water main lines within six (6) years of annexation. Developer agrees to submit all necessary applications for approval by the City within six (6) months of annexation and City agrees to act upon the project within one (1) year from the submittal of all completed applications.	See Comments/Action Items	Developer did not complete the improvements within the 6 years required due to a variety of reasons, many outside of their control. In 1993, the City and Developer entered into a Memorandum of Understanding to resolve this issue.
33	7	Phasing. Developer may accomplish construction on the Project in phases. However, Developer shall construct each phase in such fashion that construction of a single phase does not exceed two years to complete.	Compliant	
34	8	Conditions, Terms and Restrictions.		
35	(a)	City agrees to cooperate and use its best efforts to cooperate with Developer in processing applications for land use entitlements including all zoning, building, and grading permits necessary to implement the Project.	Compliant	
36	(b)	Developer is responsible for obtaining all land use entitlements, permits and approvals which may be required by City and other governmental entities for development of the Property. City agrees to cooperate with Developer and support Developer's efforts in obtaining any such necessary permits and approvals. City further agrees to, from time to time at the request of Developer, enter into agreements with any such entity when such agreements are essential for development of the Project and there is no cost or liability to City. Such agreements may include, but are not limited to, joint powers agreements pursuant to the provisions of the Joint Exercise of Powers Act (Government Code section 6500, et seq.), or the provisions of other laws, in order to create agreements between such parties. To the extent allowed by law, Developer shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its benefit on behalf of City or in its own name, the rights of City or Developer thereunder or the duties and obligations of the parties thereto.	Compliant	
37	(c)	Cooperation-Implementation. Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any, the parties shall promptly commence and diligently proceed to complete all required steps necessary for implementation of this Agreement and the development by Developer of the Project Site including, but not limited to the following:	Compliant	
38	(i)	All required public hearings	Compliant	
39	(ii)	The processing and checking of all maps, plans, land use permits, building plans and specifications and other plans relating to the development of the Property, filed by Developer, including, but not limited to, all Annexations, General Plan amendments, zoning, final development plans, tentative maps, parcel maps, final maps, grading plans, subdivision improvement plans, agreements, lot line adjustments, encroachment permits, formation of assessment/benefit districts and related matters as necessary for the completion of the development of all lots and parcels comprising the Property. In this regard, Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder and cause Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents thereof. Developer to pay cost of all professional support (including testing) for the project as determined by the Community Development Director/City Engineer. It is the express intent of this Agreement that all parties cooperate and diligently work to implement any General Plan amendment, zoning, filing of any tentative or final subdivision map or other land use or building approvals or grading plans and improvement plans for development of the Property in accordance with Exhibit "B".	Compliant	
40	(d)	Conditions and Dedications. Developer shall make only those dedications and comply with only those conditions expressly prescribed in this Agreement or in force and applicable to the property as of the effective date of this Agreement subject to the following:	Compliant	
41	(i)	Development Fees. The City may charge development fees for land use approvals, building permits and other similar permits and entitlements which fees are not to exceed those in force and effect as of the effective date of this Agreement; subject to section 4(b).	Compliant	

DA Section	Condition/Requirement	Status	Comments	Action Items
42	(ii) Additional Fees. In no event shall any additional fees be imposed upon the Property except as expressly provided in this Agreement. Furthermore, the conditions, exactions, dedications, fees or regulations applicable to the Property shall not be subject to modifications or renegotiation by City as a result of an amendment of this Agreement, or as a result of the filing of any new entitlement application including but not limited to a land use permit, rezoning, general plan amendment, subdivision map, tentative map, tentative parcel map or parcel map, or any resubdivision of the Property (including a merger or lot line adjustment or the creation of new lots within a designated remainder parcel, provided, however, that these provisions shall not exclude the imposition of normal processing fees in effect at the time of the new application, and provided further that the new application shall not result in substantial impacts and further that all new entitlement requests shall be subject to the property development process of the City.	Compliant		
43	(iii) Dedications. Upon completion of the improvements and construction in accordance with City standards for the facilities referred to in this paragraph, Developer agrees to dedicate such facilities, including all interior subdivision streets and other public improvements, in accordance with tentative and final map approvals which shall be consistent with Exhibit "B" and this Agreement. Developer will convey to City, by Grant Deed, the park, path areas, and other public rights of way in accordance with this paragraph. The City specifically reserves the right to accept, or reject, such offers of dedication.	Compliant		
44	 9 Construction of Facilities and Infrastructure In-Lieu of the Payment of Fees; Reimbursements; Assessment District and Benefit Districts.			
47	10 Williamson Act Fees. Upon completion of annexation of the Property, and if the City has the authority it shall act as the lead agency in administering the cancellation of the Williamson Act contract which affects a portion of the Property. If the City does not have this authority, the City shall use its best efforts to support cancellation of the contract in accordance with applicable rules and regulations and shall apply any fees which it receives in connection therewith toward public improvements and facilities to benefit the Property. The City's decision in how to apply these funds is final.	Compliant		
48	11 Assessment and Benefit District(s). The City agrees to cooperate with the Developer in establishing and implementing an assessment district(s) and benefit district(s) in accordance with applicable laws to finance or reimburse Developer for improvements constructed inside or outside of the Property.	Compliant	Fees, taxes, and assessments the City currently imposes on projects within the San Marco PD area include: Facilities Reserve Charge (PMC Chapters 13.08, 13.12, and 13.24) for water and sewer service; Local Transportation Mitigation Fee (PMC Chapter 15.90); Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102); In-Lieu Parkland Dedication Fee; Community Facilities District 2007-01 for park maintenance; and Community Facilities District 2004-1 for police services.	
49	12 Life of Subdivision Maps. Pursuant to Government Code Section 66542.6(a), the term of the tentative maps filed subsequent to the operative date of this Agreement shall automatically be extended for the term of this Agreement (as the term is extended by this Third Amendment).	Compliant	Language from 3rd Amendment to Southwest DA	
50	 13 Default; Remedies; Termination			
51	(a) Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ninety (90) days after written notice from the other party shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such time period, then the diligent prosecution to completion of the cure shall be deemed a cure within such a period. Subject to the foregoing, after notice and expiration of the 90-day period without cure, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement pursuant to Government Code Section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and reviewed by City Council within thirty (30) calendar days in the manner set forth in Government Code sections 65865, 65867, and 65868. If City does not accept, review, act upon or issue necessary development permits, entitlements, or other land use or building approvals for use in a timely fashion as required by this Agreement, or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, Developer shall have all rights and remedies provided herein or under applicable law.			
52	(b) In addition to specific provisions of this Agreement, performance by either party is not in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, judicial decisions, or other basis for excused performance which is not within the reasonable control of the party to be excused. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or such longer period as may be mutually agreed upon.			
53	(c) All other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing development agreements are available to the parties to pursue if there is a breach.			
54	 14 Changes in Law.			
55	(a) If state or federal laws or regulations enacted after the effective date of this Agreement prevent or preclude compliance with one or more provisions of this agreement, such provisions of this Agreement shall be modified or suspended only to the extent necessary to comply with such state or federal laws or regulations.	Not Applicable		

DA Section	Condition/Requirement	Status	Comments	Action Items
56 (b)	City agrees that other development approvals within the City shall not diminish Developer's plans for the full development of the Property in accordance with this Agreement, despite increased burden by virtue of other development upon public facilities subject to the provisions of Section 9. Nothing in this subsection (b) shall limit or restrict orders or regulation from the City or other governmental agencies that would affect the rate, timing or sequence of development because of lack of water or sewer infrastructure to accommodate such development (such as water service restrictions imposed by Contra Costa Water District, or similar orders and regulations).	Compliant		
57 15	Amendment or Cancellation.			
58 (a)	This Agreement may be amended or canceled in whole or in part, by mutual consent by the parties or their successors in interest. Notice of intention to amend or cancel any portion of this Agreement shall be given in the manner provided by section 65867 of the Government Code. All amendments to this Agreement shall be first approved by ordinance of the City Council in accordance with section 65867.5 of the Government Code.	Compliant		
59 (b)	Notwithstanding the foregoing, an amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservations of land, conditions, fees for public facilities, terms, restrictions and requirements regarding covenants relating to the use of the property does not require a public hearing before the parties may execute an amendment to this Agreement.	Compliant		
60 (c)	Any non-substantive deviation from the development plan for the Project, as determined by the Director of the Community Development Department, with respect to the location of buildings, streets and other physical facilities, shall not require an amendment to this Agreement.	Compliant		
61 16	Annual Review. Annual Review. Each year during the term of this agreement the City shall at the first City Council meeting in September or as soon thereafter as the Council agenda permits review the extent of good faith compliance by Developer with this Agreement. This periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement as provided in Government Code section 65865.1. Developer shall pay the City's administrative costs of the annual review process. The fee shall be as fixed by Resolution of City Council. At the review meeting, Developer must demonstrate good faith compliance with the terms and conditions of this Agreement under Government Code section 65865.1. At the conclusion of the meeting, City shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer or its successor in interest has complied in good faith with the terms and conditions of this Agreement. If City finds and determines that Developer has not complied with its terms and conditions, City may terminate or modify this Agreement by giving notice of its intention to do so in the manner set forth in Government Code sections 65867 and 65868. In the manner prescribed in Section 27, Notices, the City shall deposit in the mail to Developer a copy of all public staff reports, documents and related exhibits concerning Developers' performance here under at least ten (10) days before each periodic review. Developer shall be permitted an opportunity to respond to the City's evaluation of its performance, either orally at a public hearing or in a written statement, at Developers' election. This response shall be made to the City Council or, if the matter has been referred to the Planning Commission, to the Planning Commission. Beginning in 2013, Developer shall pay the City a fixed sum of \$10,000 each year (adjusted by the San Francisco-Oakland-San Jose Consumer Price Index starting July 1, 2014) for the City to conduct annual review of the Development Agreement starting in 2013. Failure by the City to conduct the annual review required each year shall not be deemed a default by Developer under the Development Agreement; if the City does not conduct the review, the payment shall not be required for that year.	In Progress		
62 17	Enforcement. Unless amended or canceled as provided in Section 15, the Agreement is enforceable notwithstanding any change in the applicable General Plan, specific plan, zoning ordinance or regulations, subdivision design/improvement construction standards, specifications and regulations or building regulations adopted by City which alters or amends an ordinance, rule, regulation or policy governing permitted use of the Property, or governing the density and grading as provided in paragraph 3 (a), (b) and (c) of this Agreement.	Not Applicable		
63 18	Recordation. Not later than 10 days after execution of this Agreement by all parties, the City Clerk shall record a copy of this Agreement with the Contra Costa County Recorder. From and after the date of recordation, this Agreement imparts notice to all persons under the recording laws of the State.	Compliant		
64 19	Certificate of Satisfaction. After completion of the Project, City upon request of Developer, shall execute in recordable form and deliver to Developer an instrument certifying that Developer has satisfied all of Developers' obligations under this Agreement.	See Comments/Action Items	Developer may request a Certificate of Satisfaction after completion of the Project.	
65 20	Relationship of Parties. It is understood and agreed that the contractual relationship between City and Developer is such that the latter is an independent contractor and in no case an agent of City.	Not Applicable		
66 21	Hold Harmless. The Developer agrees to and shall hold the City, its officers, agents, employees and representatives harmless from, and shall defend against, liability for damage or claims for damage for personal injury including death and claims for property damage including inverse condemnation which may arise from its direct or indirect actions or those of its contractors, subcontractors, agents, employees or other persons acting on its behalf, which relate to real property covered by this Agreement, except that the foregoing does not extend to any willful acts committed by the City, its offices, agents or employees. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of the actions referred to in this paragraph, regardless of whether or not City prepared, supplied or approved plans or specifications for the project.	Not Applicable		
67 22	Cooperation in the Event of Legal Challenge. If legal action is instituted by a third person challenging the validity of any provision of this agreement, developer shall defend that action and pay all costs, expenses and fees associated with the defense. The parties agree to cooperate in defending the action.	Not Applicable		
68 23	Assignment. Nothing in this Agreement prevents Developer from conveying all or part of this interest in the property to a buyer, assignee or other nominee as Developer may elect. An assignment or transfer of this agreement other than an affiliate or subsidiary of Developer is subject to City's prior review and written approval which approval shall not be unreasonably withheld.	Not Applicable		

DA Section	Condition/Requirement	Status	Comments	Action Items
69 24	Successors. The obligations imposed by this Agreement shall be considered covenants running with the land described in Exhibit "A", in accordance with sections 1460, et seq. of the Civil Code and shall inure to the benefit of, and be binding upon all successive owners of such lands, or parts thereof, during the term of this Agreement, as provided in Section 65868.5 of the Government Code.	Not Applicable		
70 25	Validity. If a covenant, condition or term of this Agreement is held by a court to be illegal or in conflict with law, the validity of the remaining portions or provisions are not affected. The parties agree to use their best efforts to defend the validity of this Agreement against the claims of third parties.	Not Applicable		
71 26	Attorney's Fees. If legal action is brought by either party for breach of this Agreement or to enforce its provisions, the prevailing party is entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Attorney's Fees. If legal action is brought by either party for breach of this Agreement or to enforce its provisions, the prevailing party is entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court.	Not Applicable		
72 27	Notice. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the following addresses: City of Pittsburg, 2020 Railroad Avenue, Pittsburg, CA 94565, Attn: City Clerk; Seecon Financial & Construction Co., Inc., 4300 Railroad Avenue, Pittsburg, CA 94565, Attn: Robert J. Rossi or such to other addressee(s) and at such other place as the parties may from time-to-time designate by written notice to each other. Notices, demands and requests which are served by mail in this manner are deemed served or given for all purposes five (5) calendar days after the date the notice, demand or request is mailed.	Compliant		
73  28				
74 (a)	The headings of sections are used for convenience only and shall not affect the meaning or interpretation of the contents of this Agreement.	Not Applicable		
75 (b)	The laws of the State of California shall govern the inter-pretation and enforcement of this Agreement, and the conduct of the parties.	Not Applicable		
76 (c)	Time is expressly declared to be of the essence in this Agreement and of all terms expressed in it.	Not Applicable		
77 (d)	The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any party. The parties have equally participated in the preparation of this Agreement. The term "assign" shall include the term "transfer". The plural shall include the singular, and the singular the plural. One gender shall include all genders.	Not Applicable		
78 (e)	This instrument, along with the attached Exhibits, constitutes the entire Agreement between the Parties relative to this subject matter. This Agreement may be altered, amended or revoked only by an instrument in writing signed by the Parties. No representations whatsoever have been made relative to this subject matter except as may be expressly stated in writing in this Agreement.	Not Applicable		
79 (f)	The waiver by a party of a breach of a term in this Agreement is not a waiver of that term or a subsequent breach of the same or any other term. No custom or practice which may develop between the parties during the term is a waiver of or in any way affects the right of a party to insist upon performance and observance by the other party in accordance with the terms of this Agreement.	Not Applicable		
80				

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of Amended and	)	
Restated Development Agreement	)	
Between the City of Pittsburg and	)	RESOLUTION NO. 20-
Garaventa Enterprises, Inc. and	)	
Determination as to Compliance With	)	
<u>Development Agreement</u>	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Garaventa Enterprises Inc., was executed on May 5, 2014, for development of a project site with an office complex to be generally bounded by Center Drive, Railroad Avenue, and Power Avenue; and

WHEREAS, the 2014 Development Agreement was amended by three minor letter amendments on: September 24, 2015, September 26, 2016, and April 23, 2018; and

WHEREAS, a 4th Amendment ("Amended and Restated Development Agreement") was executed on December 5, 2018; and

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes.

WHEREAS, the last periodic review of the Garaventa Enterprises Development Agreement was conducted in 2019, and on November 18, 2019, the City Council

determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Garaventa DA – 2020 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Amended and Restated Development Agreement between the City of Pittsburgh and Garaventa Enterprises, Inc..

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for the Amended and Restated Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Garaventa DA - 2020 Annual Review

Resolution "Exhibit 1"



DA Section	Condition/Requirement	Status	Comments	Action Items
Section 1. General Acknowledgements.				
	The parties acknowledge that: (a) the City has entered into this Agreement pursuant to the Development Agreement Statutes and its police power in order to address public health and safety and general welfare concerns including those relating to the amount, density, intensity and timing of development on the Project Site and the need for public facilities and infrastructure in connection with the Project Site and other property in the area; and (b) there is a certain authority under the police power to address public health and safety concerns that cannot be legally relinquished or restricted by this Agreement and that such authority intended to be reserved and hereby is reserved to City hereunder.	Not Applicable		
Section 2. General Provisions.				
2.01	Property Description. The legal description of the Project Site is specifically set forth on Exhibits A-1, A-2, A-3, and A-4, attached hereto and made a part hereof.	Not Applicable		
2.02	Location of Project Site. The Project Site is located in the City and consists of a total of approximately 5.23 acres.	Not Applicable		
2.03	Effective Date. This Agreement shall be binding as to Developer upon Developer's execution hereof, with an effective date ("Effective Date") as of the effective date of the Ordinance adopting the Agreement.	See Comments/Action Items	On November 5, 2018, the City Council adopted Ordinance 18-1454 approving the Amended and Restated Development Agreement between the City of Pittsburgh and Garaventa Enterprises, Inc.. The effective date of the Amended and Restated DA is therefore November 5, 2018.	
2.04	Term. The term of this Agreement shall commence upon the Effective Date and shall extend ten (10) years thereafter, unless the term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual, written consent of the parties. The parties agree that the term of this Agreement is necessary to permit the orderly and planned development of the Project.	See Comments/Action Items	Based on the effective date of November 5, 2018, the Amended and Restated DA will expire on November 5, 2028.	
2.05	Expiration of Term. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect.	Not Applicable		
2.06	Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.	Not Applicable		
2.07	Enforceability of Agreement. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by either party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, the Existing Rules or any other land use ordinances or building ordinances, resolutions or ordinances or other regulations adopted by the City which changes, alters or amends the Existing Rules applicable to the development of the Project Site at the time of the approval of this Agreement as provided by Government Code Sections 65866 and 65867.5. This Agreement shall not prevent City from denying or conditionally approving any subsequent development project application by a third party not a successor-in-interest hereto on the basis of such existing or new rules, regulations and policies.	Not Applicable		
2.08	Further Assurances. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.	Compliant		
2.09	Enforcement of Covenants. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, Section 1468 of the Civil Code of the State of California.	Not Applicable		
2.1	Covenants Run With The Land. Except as otherwise specified herein, all of the terms, provisions, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors, and assigns, and all other persons or entities acquiring all or any portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever, and the rights thereof shall inure to the benefit of such parties and their respective heirs, successors and assigns.	Not Applicable		
2.11	Constructive Notice. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site.	Not Applicable		
Section 3. Definitions.				
	Reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term.			
3.01	Applicable Land Use Approvals. The City and any other governmental permits and approvals necessary to construct the Improvements including but not limited to overall design and architectural review, and, as applicable, approval of a Tentative Map and Subdivision Map pursuant to Government Code Section 66410 et seq., but excluding building, grading or other ministerial construction permits.	Not Applicable		
3.02	Approvals. Any and all permits or approvals of any kind or character required under the terms of this Agreement to develop the Project Site in the manner as described herein.	Not Applicable		
3.03	Bankruptcy/Insolvency Event. Means any of the following:	Not Applicable		

DA Section	Condition/Requirement	Status	Comments	Action Items
20	1) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the Developer to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for the entity in question under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (iv) directing the winding up or liquidation of the Developer, if any such decree or order described in clause (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a lesser time period will apply under this subsection; or the Developer shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.	Not Applicable		
21	2) Assignment; Attachment. The Developer shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or prior to sooner sale pursuant to such sequestration, attachment or execution.	Not Applicable		
22	3) Suspension; Termination. The Developer shall have voluntarily suspended its business or fails to maintain its good standing.	Not Applicable		
23	3.04 Building Ordinances. Those building standards, of general application and not imposed solely with respect to the Project Site, in effect from time to time that govern building and construction standards, including, without limitation, the City's building, plumbing, electrical, mechanical, grading, sign, and fire codes.	Not Applicable		
24	3.05 Business Day. A day the City is open for business.	Not Applicable		
25	3.06 CEQA. CEQA means the California Environmental Quality Act, California Public Resources Code section 21000, et seq., and the State CEQA Guidelines, (California Code of Regulations, title 14, section 15000, et seq.), as each is amended from time to time.	Not Applicable		
26	3.07 Certificate of Completion. A certificate that shall be a conclusive determination that certain covenants in this Agreement with respect to the obligations of the Developer to construct the Improvements are complete.	Not Applicable		
27	3.08 City. City of Pittsburg, County of Contra Costa, State of California.	Not Applicable		
28	3.09 Conceptual Development Documents. The documentary expression of the preliminary design concepts for the Improvements which shall include both (1) preliminary site plan and elevations, and (2) a detailed narrative. The Conceptual Development Documents shall address the footprint and general location of the Improvements and the applicable parking improvements on the Project Site, the number of buildings and the height, size, bulk and number of stories of each building, the interior layout, the mix of proposed uses by square footage on each floor, the style and quality of architectural treatment, the materials used on the exterior of the Improvements, the access and pedestrian and traffic circulation features (including location and methods of ingress and egress), the preliminary façade treatment, an all other relevant design factors.	Not Applicable		
29	3.1 Construction Contracts. Collectively, all the contracts between the Developer and any general contractor(s) covering the construction of any portion of the Improvements.	Not Applicable		
30	3.11 Control. Shall mean (i) direct or indirect management or control of the managing member or members in the case of a limited liability company; (ii) direct or indirect management or control of the managing general partner or general partners in the case of a partnership and (iii) (a) boards of directors that overlap by fifty percent (50%) or more of their directors, or (b) direct or indirect control of a majority of the board of directors in the case of a corporation.	Not Applicable		
31	3.12 Developer. Garaventa Enterprises, Inc., and any successor or assignee to its rights under this Agreement to the extent permitted by this Agreement.	Not Applicable		
32	3.13 Developer Deposit. The good faith deposit provided by the Developer in the amount of One Hundred Thousand Dollars (\$100,000), and any interest that is earned on the Developer Deposit.	Not Applicable		
33	3.14 Developer Event of Default. A list of possible Developer defaults listed in Section 11.03.	Not Applicable		
34	3.15 Development. The improvement of the Project Site for purposes of constructing the structures, improvements and facilities comprising the Project including, without limitation: grading, the construction and installation of infrastructure and public facilities related to the Project whether located within or outside the Project Site; the construction of structures and building; and the installation of landscaping; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof.	Not Applicable		
35	3.16 Development Agreement Statutes. Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date.	Not Applicable		
36	3.17 Development Approvals. Site-specific permits and other entitlements to use of every kind and nature approved or granted by the City in connection with the Development.	Not Applicable		
37	3.18 Effective Date. The date set forth above.	Not Applicable		
38	3.19 Enacting Ordinance. Ordinance No. ____ enacted by the City Council on ____, approving this Agreement.	See Comments/Action Items	On November 5, 2018, the City Council adopted Ordinance 18-1454 approving the Amended and Restated Development Agreement between the City of Pittsburg and Garaventa Enterprises, Inc.	
39	3.2 Existing Land Use Ordinances. The Land Use Ordinances in effect as of the Effective Date of this Agreement.	Not Applicable		

DA Section	Condition/Requirement	Status	Comments	Action Items
40 3.21	Existing Rules. The rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site as in force on the effective date of this Agreement.	Not Applicable		
41 3.22	Financing Proposal. The Developer's proposed financing for the Development.	Not Applicable		
42 3.23	Final Construction Plans. The Final Construction Plans as defined in Section 6.09 of this Agreement.	Not Applicable		
43 3.24	Financing Plan. The meaning given in Section 6.10.	Not Applicable		
44 3.25	General Plan. The City of Pittsburgh General Plan as adopted by the City Council.	Not Applicable		
45 3.26	Hotel Building. The hotel building consisting of at least 125 rooms and branded as a Courtyard by Marriott or equivalent hotel brand.	Not Applicable		
46 3.27	Improvements. Collectively: (i) the Office Building Improvements, (ii) related on-site improvements, including but not limited to, all applicable required on-site parking, sidewalks, storm drains, sanitary sewers, utility connections, public plazas, common area landscaping, and related improvements, and (iii) any off-site public improvements required pursuant to the Applicable Land Use Approvals, including but not limited to the improvements and/or related obligations set forth in Section 6.19 (13)..	Not Applicable		
47 3.28	Land Use Ordinances. The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the development of the Project Site, including but not limited to, the permitted uses of land, the density and intensity of use of land, exactions, and the timing of development, all as applicable to the development of the Project Site. Specifically, but without limiting the generality of the foregoing, Land Use Ordinances shall include the City's General Plan, the Development Plan, the City's Zoning Code, and the City's Design Review standards. The term Land Use Ordinances does not include Regulations relating to the following: the conduct of business, professions and occupations generally; taxes and assessments; the control and abatement of nuisances; encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property; and any exercise of the power of eminent domain.	Not Applicable		
48 3.29	Manager. City Manager for the City of Pittsburgh.	Not Applicable		
49 3.3	Mitigated Negative Declaration. The mitigated negative declaration approved by the City on April 7, 2008, as amended.	Not Applicable		
50 3.31	Office Building. The office building consisting of no less than three (3) stories and no less than sixty thousand (60,000) square feet (all subject to Applicable Land Use Approvals). As more particularly described in the Scope of Development, the Office Building shall be constructed, and thereafter operated as a "Class A" office building.	Not Applicable		
51 3.32	Office Building Improvements. Collectively, the Office Building and the related on-site improvements, including but not limited to no less than two hundred forty (240) parking stalls (subject to Applicable Land Use Approvals, which, among other things, shall require no less than two (2) parking stalls, adjacent to the existing library building, to be dedicated as "handicapped" parking for such library), on-site hardscape, sidewalks, and landscaping improvements to be located on the Project Site.	Not Applicable		
52 3.33	Parties. The City and the Developer. "Party" means either the City or the Developer.	Not Applicable		
53 3.34	Persons. As used herein, any reference to or use of the word "person" shall mean, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.	Not Applicable		
54 3.35	Project. The Project shall consist of a Class A office tower, located in Pittsburgh, California, as more particularly described in Exhibit B.	Not Applicable		
55 3.36	Project Site. That real property described in Exhibit A, attached hereto and incorporated herein	Not Applicable		
56 3.37	Regulations. Constitutions, statutes, City ordinances, and codes, City resolutions and official policies of the City.	Not Applicable		
57 3.38	Schedule of Performance. The summary schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the development of the Improvements. The Schedule of Performance is attached to this Agreement as Exhibit C.	Not Applicable		
58 3.39	3.39 Scope of Development. The description of the basic physical characteristics of the Improvements, including a basic site plan that will serve as a basis for the Developer's application for the Applicable Land Use Approvals. The Scope of Development, sometimes referred herein as "Project", is attached to this Agreement as Exhibit B.	Not Applicable		
59 3.4	Certain Other Terms. Certain other terms shall have the meanings set forth for such terms in this Agreement.	Not Applicable		
60 Section 4. General Development of the Property				
61 4.01	Project. The Project is further defined and described in the Project Description and Scope of Development, attached hereto as Exhibit B, which specifies several Project requirements, including but not limited to: (i) proposed uses of the Project Site, (ii) height, size and location of buildings to be constructed on the Project Site, (iii) density and intensity of use of the property, and (iv) requirements for reservation or dedication of portions of the Project Site for public purposes. The Parties recognize that any changes or modifications to the Project, as set forth in the Project Description, may trigger legal requirements mandating City review and/or approval relating to, but not limited to, environmental, design, mitigation measures, building standards, or similar factors. Prior to implementing such changes or modifications that trigger such legal requirements, Developer shall timely seek and obtain City review and approval.	See Comments/Action Items	A copy of Exhibit B (Scope of Development/Project) is attached.	

DA Section	Condition/Requirement	Status	Comments	Action Items
62 4.02	General Development. Any development of the Project on the Project Site shall be conducted in accordance with the terms and conditions of this Agreement. Developer's development of the Project Site, shall be subject to City's building standards, Design Review process, and applicable rules and regulations.	See Comments/Action Items	As of October 29, 2020, the Conceptual Development Documents had not yet been submitted. In accordance with the Schedule of Performance in Exhibit C of the Amended and Restated DA, Conceptual Development Documents are due by June 1, 2022 and the Application for Applicable Land Use Approvals is due by December 31, 2022. Compliance with this provision shall be determined upon receipt of the Documents and Application.	
63 4.03	Permitted Uses. The permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site shall include an office tower, parking lot, and related facilities, subject to the following:	Not Applicable (at this time)		
64 1)	CEQA. On July 6, 2009, the City Council adopted Resolution No. 09-11250 certifying the Environmental Impact Report (EIR), adopting and approving statements of findings and overriding considerations, and approving a Mitigation Monitoring and Reporting Program (MMRP) for the Railroad Avenue Specific Plan (RASP). The mitigation measures included in the MMRP were subsequently incorporated into the RASP which was adopted by City Council on November 2, 2009, through Ordinance No. 09-1319. The RASP EIR analyzed the physical impacts of RASP implementation, which includes the Project Site. The California Environmental Quality Act (CEQA) provides that after a public agency certifies an EIR, the agency shall consider whether further environmental review is required for a subsequent discretionary decision. CEQA Guidelines Section 15183(a) provides that if the subsequent activities under review "are consistent with the development densities established by existing zoning, community plan or general plan for which an EIR was certified," the agency "shall not prepare additional environmental review, except as may be necessary to examine whether there are project-specific significant impacts which are peculiar to the project or its site...". This Agreement would require development that is consistent with the General Plan and RASP and therefore, additional environmental review is not required under CEQA.	See Comments/Action Items	Upon receiving the Application for Applicable Land Use Approvals, the City shall review the Development for consistency with the General Plan and RASP.	
65 2)	Other Uses. Such other uses permitted by this Agreement, insofar as this Agreement so provides or as otherwise set forth in applicable laws, ordinances, rules or regulations	Not Applicable (at this time)		
66 4.04	Timely Submittals By Developer. Developer acknowledges that City cannot expedite processing of any Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Approvals consistent with this Agreement.	See Comments/Action Items	The Schedule of Performance in Exhibit C of the Amended and Restated DA establishes deadlines for the submittal of documents, applications, plans, and other information necessary for the City to carry out its obligations under the DA. The Developer is required to submit the next deliverable (Conceptual Development Documents) by June 1, 2022.	
67 4.05	Vested Right to Develop; Applicable Rules. Regulations and Official Policies. Except as otherwise provided in this Agreement, the rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site shall be those in force on the effective date of this Agreement ("Existing Rules"). The City shall have the right to impose reasonable conditions in connection with such subsequent discretionary permit actions which are not deemed Ministerial Approvals, but such conditions and actions shall not prevent development of the Project as contemplated by this Agreement and the Development Permits. Developer shall have the right to build and implement the Project on the Project Site consistent with the terms of this and other applicable Agreements, rules and regulations.	Not Applicable (at this time)		
68 4.06	Amendment to Applicable Ordinances. In the event the City Zoning Code is amended by the City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, Developer shall have the right to notify City in writing of Developer's desire to be subject to the new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council or by action of a City Official whom the City Council may designate, such new standards shall become applicable to the Project Site.	See Comments/Action Items	Developer has not submitted a request for an Amendment to Applicable Ordinances as of October 29, 2020.	
69 4.07	Application of New Rules Regulations and Policies. This Agreement shall not prevent City in subsequent actions applicable to the Project Site from applying new rules, regulations and policies which do not conflict with those rules, regulations, and policies applicable to the Project Site and set forth herein; nor shall this Agreement prevent City from denying or conditionally approving any subsequent development application on the basis of such existing or new rules, regulations, and policies.	Not Applicable		
70 4.08	Future Public Financings. The City retains the discretion, subject to applicable law, to impose upon the Project Site taxes and/or assessments, or increases in such, when imposed on other similar, but not necessarily all, properties within the City.	Not Applicable		
71 4.09	Changes in State and Federal Rules and Regulations. Nothing in this Agreement shall preclude the application to the development of the Project Site or changes in the City's laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code Section 65869.5.	Not Applicable		
72 Section 5. Periodic Review				
73	City shall conduct a review of this Agreement as set forth in the following subsections. However, the City's failure to timely conduct such review shall not constitute default under this Agreement.			
74 5.01	Annual Review. City shall review the extent of good faith compliance by Developer with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement.	Compliant	The City has conducted its second Annual Review of the Amended and Restated DA. As of October 29, 2020, both parties were compliant with the DA.	
75 5.02	Procedure. Such annual review shall be conducted in accordance with the City's duly adopted Development Agreement Procedures.	Compliant		

DA Section	Condition/Requirement	Status	Comments	Action Items
76 5.03	Notice. City shall notify Developer in writing of the date of review at least thirty (30) days prior thereto.	Compliant	Notice of the Annual Review was given to the Developer on November 3, 2020.	
77 5.04	Good-faith Compliance. During each annual review, Developer is required to demonstrate good faith compliance with the terms of this Agreement.	Compliant		
78 5.05	Production of Documents and Other Evidence. Developer agrees to furnish such reasonable evidence and adequate documentation of good faith compliance as the City, in the exercise of its reasonable discretion, may require.	Compliant		
79 5.06	Cost of Annual Review. The costs incurred by City in connection with the annual review shall be borne by Developer. Upon written request by the City, Developer shall pay the City Ten Thousand Dollars (\$10,000) per review to cover the City's costs. At the completion of the review, City shall request additional funds should a shortfall exist. Failure, if any, by Developer to pay the monies shall be grounds for declaring Developer to be in default of this Agreement and/or in noncompliance thereof.	In Progress	On November 3, 2020, the City sent a request to the developer to pay \$10,000 to cover the cost of the annual review.	
80  Section 6. Obligations of Developer				
81 6.01	General Obligations. In consideration of City entering into this Agreement, Developer has agreed to comply with the applicable provisions of the Project Description in developing the Project and to perform certain obligations and provide certain contributions set forth therein, which City acknowledges will have an overall benefit to the public and surrounding area.	See Comments/Action Items	As of October 29, 2020, the Conceptual Development Documents had not yet been submitted. In accordance with the Schedule of Performance in Exhibit C of the Amended and Restated DA, Conceptual Development Documents are due by June 1, 2022 and the Application for Applicable Land Use Approvals is due by December 31, 2022. Compliance with this provision shall be determined upon receipt of the Documents and Application.	
82 6.02	Nexus Reasonable Relationship Challenges. Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Existing Land Use Ordinances, Existing Rules or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.	Compliant		
83 6.03	Cooperation By Developer. Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and cause Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefor.	Compliant		
84 6.04	Other Governmental Permits. Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project Site as may be required for the development of, or provision of services to, the Project.	Compliant		
85 6.05	Developer Deposit. Developer previously delivered to the City the Developer Deposit in the amount of One Hundred Thousand Dollars (\$100,000). The City may elect to hold the Developer Deposit in an interest-bearing account. Any interest accrued by the Developer Deposit will be returned to the Developer upon issuance of a Certificate of Completion unless subject to Section 6.18. Upon termination of this Agreement after a Developer Event of Default, the City shall be entitled to the entirety of the Developer Deposit as provided in Section 11. At the issuance of a Certificate of Completion for the office building, any funds remaining from the Developer Deposit shall be returned to the Developer.	See Comments/Action Items	Developer delivered the required deposit to the City in 2014.	
86  6.06	Overall Timing for Development of Project Site. Developer shall have up to two years from the earlier of (a) the date that the hotel proposed for the Hotel Site receives a certificate of occupancy or (b) January 1, 2020, in which to determine whether to develop the Office Site with an office building, consistent with the terms and conditions hereof. If Developer determines to develop the Office Site with an office building, then Developer shall provide written notice to the City Manager, with a copy to the City Attorney, of such determination and comply with the timeframes set forth in Sections 6.07-6.23. If Developer provides notice to the City Manager and City Attorney that Developer does not intend to develop the Office Site with an office building, or provides no notice, by the specified date, then Developer shall return ownership of the Office Site to the City, whether by grant deed or automatic reverter, at the City's sole option. Upon such reversion and vesting of title of the Office Site with the City, the City shall return the entirety of the \$100,000 Developer Deposit. In addition, if the Developer does not pursue development of the Office Site, as set forth herein, any costs incurred by a Party in connection with this Agreement and the Improvements shall be completely borne by such Party and neither Party shall have any rights against or liability to the other, except for the delivery of plans and documents as set forth in Section 11.04 and pursuant to such provisions herein which would specifically survive in the situation of termination of this Agreement.	Compliant	Per Section 8.02 of the Amended and Restated DA, the Developer may seek City Manager approval of a Minor Amendment to provide additional time to determine whether to proceed with the Development.	
87 1)	The office building shall include not less than sixty thousand (60,000) square feet of office space.	See Comments/Action Items	Compliance with this provision shall be determined upon receipt of the Conceptual Development Documents and Application for Applicable Land Use Approvals.	
88 2)	City shall be entitled to 5,000 (five thousand) square feet of office space in the office building, plus \$60 per square foot allowance for tenant improvements, increased annually, as of July 1, 2019, by the Consumer Price Index for the San Francisco Bay Area region; both at no cost to the City. City will pay its pro rata share of common area maintenance fees and taxes.	See Comments/Action Items	Compliance with this provision shall be determined upon receipt of the Conceptual Development Documents and Application for Applicable Land Use Approvals.	
89 3)	Should Developer develop the Office Site with an urgent care facility or a project that the City, in its sole discretion, deems consistent with the City goals and direction for the Office Site, the City will be willing to negotiate a reduction in its 5,000 square feet of space.	See Comments/Action Items	Need for use of this provision shall be determined upon receipt of the Conceptual Development Documents and Application for Applicable Land Use Approvals.	

DA Section	Condition/Requirement	Status	Comments	Action Items
90 6.07	Conceptual Development Documents. No later than the date set forth in the Schedule of Performance, the Developer shall submit the Conceptual Development Documents for the Office Building and Office Building Improvements to the City for the City's review and approval. The City shall approve or disapprove the Conceptual Development Documents within sixty (60) days following submission, and, if not approved or disapproved within such sixty (60) day period, the Conceptual Development Documents shall be deemed approved. The City shall approve the Conceptual Development Documents if they are substantially consistent with the description of the Improvements set forth in the Scope of Development. If the City disapproves the submission, the City shall specify in writing the reasons for disapproval. Within sixty (60) days following notice of disapproval from the City, the Developer shall thereafter revise the Conceptual Development Documents so as to remove the reasons for disapproval and submit those revised Conceptual Development Documents to the City for approval. The City shall approve or disapprove the revised Conceptual Development Documents within sixty (60) days following submission, and if not disapproved within that sixty (60) day period, the revised Conceptual Development Documents shall be deemed approved. The process for revision and review shall be repeated until the City has approved the Conceptual Development Documents; provided, however that if the City's approval of the Conceptual Development Documents for the Improvements has not been obtained by the dates set forth in the Schedule of Performance then the City may terminate this Agreement pursuant to Section 11.02.	See Comments/Action Items	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until June 1, 2022 to submit the Conceptual Development Documents to the City for review and approval. As of October 29, 2020, the Documents had not yet been submitted.	
91 6.08	Application for Applicable Land Use Approvals. No later than the date set forth in the Schedule of Performance, the Developer shall apply to the City and any other relevant government agency for the Applicable Land Use Approvals for the Office Building and Office Building Improvements. All applications shall conform to the description of the Improvements set forth in Scope of Development, unless a variation has been previously approved by the City in writing. The applications shall include architectural elevations, and such other information as the City or relevant government agency may require. No later than the date set forth in the Schedule of Performance, the Developer shall have taken the steps necessary to obtain the Applicable Land Use Approvals.	See Comments/Action Items	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until December 31, 2022 to submit the Application for Applicable Land Use Approvals to the City. As of October 29, 2020, the Application had not yet been submitted.	
92 6.09	Construction Plans. The Developer shall prepare construction plans for the construction of the Office Building and the Office Building Improvements for the City's review and approval. The final construction plans for the Office Building and Office Building Improvements submitted by the Developer for City approval shall consist of all construction documentation upon which the Developer and its contractors shall rely in building the Improvements. Such construction plans shall include (without limitation) final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings"). The construction plans shall be based upon the City approved Conceptual Development Documents and the Applicable Land Use Approvals and shall not materially deviate therefrom without the written consent of the City Manager. No later than the date set forth in the Schedule of Performance, the Developer shall complete and submit to the City the final construction plans for City review and approval. The City Engineer shall have forty-five (45) days from the date of the City's receipt of such constructions plans to either approve or disapprove the construction plans, and if not disapproved within that forty-five (45) day period, the submitted plans shall be deemed approved. If the City Engineer disapproves the construction plans, the City Engineer shall specify in writing the reasons for disapproval. Within thirty (30) days following notice of disapproval, the Developer shall thereafter revise the construction plans so as to remove the reasons for disapproval and submit those revised construction plans to the City for approval. The City Engineer shall approve or disapprove the revised plans within thirty (30) days following submission, and if not disapproved within that thirty (30) day period, the revised plans shall be deemed approved. The process for revision and review shall be repeated until the City Engineer has approved the construction plans; provided, however that if the City Engineer's approval of the construction plans for the Improvements has not been obtained by the dates set forth in the Schedule of Performance then the City may terminate this Agreement pursuant to 11.03. The Developer acknowledges that the City's right to review and approve the proposed construction plans are in addition to, and shall not be limited by, the City's obligation to review the Developer's proposed construction plans for consistency with applicable building code requirements. The Developer further acknowledges that the City shall have no obligation to approve such proposed plans in the event that the Developer fails to incorporate the City's reasonably requested changes or modifications to the proposed construction plans (even in the event that such requested changes or modifications exceed the minimum thresholds set forth in the applicable building code and have not been required by the City's building department). As approved, these construction plans for the applicable component of the Improvements shall be referred to as the "Final Construction Plans".	See Comments/Action Items	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until September 30, 2023 to submit the Construction Plans to the City. As of October 29, 2020, the Construction Plans had not yet been submitted.	
93 6.1	Financing Plan. No later than the date set forth in the Schedule of Performance, the Developer shall submit for City approval evidence to the City Manager's satisfaction of the availability of the funds necessary to develop the Office Building and Office Building Improvements as set forth below (the "Financing Plan").	See Comments/Action Items	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until September 30, 2023 to submit the Financing Plan to the City. As of October 29, 2020, the Financing Plan had not yet been submitted.	
94 1)	Third-Party Financing. In the event the Developer intends to utilize any third-party financing, then the Financing Plan shall include:	Not Applicable (at this time)	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until September 30, 2023 to submit the Financing Plan to the City. As of October 29, 2020, the Financing Plan had not yet been submitted.	
95 a)	An estimate of the Developer's sources and uses, including a cost breakdown for costs of constructing the Improvements. The sources and uses shall include all assumptions for all debt and equity financing, shall show the timing of uses of each source of financing, and shall break down which expenses each source of financing is funding consistent with the terms of this Agreement. The sources and uses shall detail the amount of the development fee, and shall provide a proposed schedule of payments of the development fee based on performance milestones as to be mutually agreed to by the Developer and the City;	Not Applicable (at this time)		
96 b)	A copy of a commitment to execute a construction contract(s) containing a guaranteed maximum cost for construction of the Improvements, which specifies the expected guaranteed maximum cost;	Not Applicable (at this time)		
97 c)	A description of any joint ventures, limited liability companies or partnerships the Developer proposes to enter into in order to provide funds for construction of any component of the Improvements and acquisition of the Project Site including copies of the proposed joint venture, operating or partnership agreements; (provided, however, City approval of a financing plan does not constitute approval of any proposed joint venture which shall be subject to Section 9);	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
98	d) A copy of the commitment or commitments obtained by the Developer for loans to assist in financing the construction of the Improvements certified by the Developer to be a true and correct copy or copies thereof; and	Not Applicable (at this time)		
99	e) A certified financial statement or other financial statement in such form reasonably satisfactory to the City evidencing other sources of capital sufficient to demonstrate that the Developer has adequate funds available and is committing such funds to cover the difference, if any, between costs of development and construction of the Improvements and acquisition of the Project Site and the amount available to the Developer from external sources.	Not Applicable (at this time)		
100	2) Developer Financing. In the event the Developer intends to finance the development of the Development with the Developer's own funds, and will not utilize any third-party financing, then the Financing Plan shall consist of a letter from a reputable financial institution, reasonably acceptable to the City, stating that the Developer has currently available funds or assets to pay for all costs necessary for the development of the Development, substantially in the form attached as Exhibit D. The Developer hereby authorizes the City to contact the financial institution providing such documentation to the City to verify, or otherwise confirm, the Developer's ability to develop the Development and the Developer hereby agrees to provide such additional documentation and execute such additional agreements necessary for the City to determine the Developer's financial condition with the Developer's financial institution. To the extent permitted under applicable law, the City shall keep any financial information obtained confidential.	Not Applicable (at this time)		
101	3) City Review of Financing Plan. Upon receipt by the City of the proposed Financing Plan, the City shall promptly review the Financing Plan and shall approve or disapprove it within thirty (30) days after submission if it conforms to the provisions of this Agreement. The City's review of the Financing Plan shall be limited to (i) determining if the contemplated financing will be reasonably available, (ii) determining if the financing contemplated in the Financing Plan would provide sufficient funds to undertake and complete the development and construction of the Improvements, and (iii) determining if the Financing Plan is consistent with the terms of this Agreement. If the Financing Plan is not approved by the City, the City shall notify the Developer in writing of the reasons therefor. The Developer shall thereafter resubmit a revised Financing Plan to the City for its approval within fifteen (15) days after the City's notification of disapproval. The City will either approve or disapprove the revised Financing Plan within thirty (30) days after resubmission by the Developer, and if disapproved, this Agreement may be terminated pursuant to Section 11 below. The Parties agree that notwithstanding the time requirements set forth in this Section for submission and resubmission to the City by the Developer of a proposed Financing Plan and review and approval of the Financing Plan by the City, the Developer is responsible for assuring that a Financing Plan, in approvable form, is submitted to the City in a timely manner such that the City may have the time permitted by this Section to review and approve a Financing Plan no later than the date set forth in the Schedule of Performance. In the event that the Developer desires to redevelop the Project Site in phases, then, as a condition, the City may require the Developer to submit an updated Financing Plan for the applicable component of the Improvements subject to the requirements of this Section. Prior to the recordation of the Certificate of Completion for all components of the Improvements, any material change, modification, revision or alteration of the approved Financing Plan must first be submitted to and approved by the City for conformity to the provisions of this Agreement. If not so approved, the approved Financing Plan shall continue to control.	Not Applicable (at this time)		
102	6.11 Building Permits. No later than the date set forth in the Schedule of Performance, the Developer shall apply to the City, and thereafter diligently pursue and obtain building and construction permits for construction of the Office Building and Office Building Improvements no later than the date set forth in the Schedule of Performance. In the event that the Developer is unable to obtain the building permits by such dates, then such failure shall constitute a Developer Event of Default pursuant to Section 11.03.	See Comments/Action Items	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until March 31, 2024 to submit Building Permits to the City. As of October 29, 2020, Building Permits had not yet been submitted.	
103	6.12 Construction Contracts. The Developer shall enter into Construction Contracts only with licensed contractors having the reputation, experience, skill and financial capability and qualifications for serving as a contractor on first-class construction projects of similar magnitude in Northern California. The contracts shall provide for the work to be performed for fixed and specified maximum amounts or allowances pursuant to the approved Final Construction Plans and the Financing Plan. Within five (5) Business Days following the issuance of the Building Permits for any component of the Office Building and Office Building Improvements, the Developer shall submit a copy of each proposed Construction Contract(s) for such component to the City Manager or his or her designee, for the sole and limited purposes of determining: (i) that the amount of the cost of work is consistent with the amount set forth in the approved Financing Plan, if applicable, for such work; (ii) that the proposed contractor is a reputable licensed contractor; and (iii) that the covenants as to Equal Opportunity in Construction and Prevailing Wages set forth in Section 6.18 of this Agreement have been met. Unless the City Manager, or a designee, notifies the Developer in writing within ten (10) days after submitting the contract(s) that the contract has been disapproved because it does not meet the requirements of this Section 6.12, it shall be deemed approved. The Developer shall not rely on the City's approval of the Construction Contract(s) as a representation regarding the enforceability or business advantage of the Construction Contract(s). City approval shall merely constitute satisfaction of the condition set forth in this Section 6.11.	See Comments/Action Items	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until March 31, 2024 to enter into Construction Contracts to the City. As of October 29, 2020, the Developer had not yet entered into Contracts.	

DA Section	Condition/Requirement	Status	Comments	Action Items
6.13	Payment and Performance Bonds. No later than the date set forth in the Schedule of Performance, the Developer shall deliver to the City forms of one (1) labor and material bond and one (1) performance bond for the Improvements issued by a reputable insurance company licensed to do business in California and reasonably acceptable to the City Manager and City Attorney, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Improvements for the City's review and approval. The bonds shall name the City as co-obligee. Upon receipt by the City of the proposed payment and performance bonds, the City shall promptly review such bonds and approve them within ten (10) days if they satisfy the criteria set forth above, and include any other modification reasonably requested by the City. If the payment and performance bonds are not approved by the City, the City shall set forth in writing and notify the Developer of the City's reasons for withholding such approval. The Developer shall thereafter submit revised payment and performance bonds for City approval, which approval shall be granted or denied in ten (10) days in accordance with the criteria and procedures set forth above. Failure of the City to respond within the ten (10)-day period(s) set forth above shall be deemed approval by the City. Prior to construction, the Developer shall deliver to the City copies of actually issued bonds substantially identical to the forms previously delivered to, and approved by, the City. The Developer may elect to satisfy the obligation set forth in this Section by delivering bonds which name the Developer's general contractor(s), and not the Developer, as the principal. If such bonds are not received within the time set forth above, this Agreement may be terminated by the City pursuant to Section 11.	Not Applicable (at this time)		
6.14	Insurance. Within ten (10) days following the satisfaction of all conditions to issuance of a building permit for the Office Building Improvements, the Developer shall submit to the City evidence satisfactory to the City that the insurance requirements of Section 19 of this Agreement have been satisfied.	Not Applicable (at this time)		
6.15	Parcel Map; Reconfiguration of Site. Developer has completed and recorded a lot line adjustment affecting the existing parcels as shown in Exhibit A-4.	Compliant		
6.16	Evidence of Availability of Funds. All financing necessary to construct the applicable component of the Office Building or Office Building Improvements, as approved by the City in the Financing Plan, shall be closed by the Developer prior to, or simultaneously with, the start of construction of the Office Building or Office Building Improvements.	Not Applicable (at this time)	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until September 30, 2023 to submit the Financing Plan to the City. As of October 29, 2020, the Financing Plan had not yet been submitted.	
6.17	Organizational Documents; Resolutions. Prior to construction of the Office Building or Office Building Improvements, the Developer shall deliver to the City a copy of the Developer's complete organizational documents, a certificate of good standing from the California Secretary of State (dated no more than thirty (30) days prior to construction of the Office Building or Office Building Improvements), and a corporate resolution authorizing the execution of this Agreement.	Not Applicable (at this time)		
6.18	Additional Conditions Related to Hotel Development. Developer agrees to cooperate with the City's efforts relating to development of a hotel on the Project Site.	See Comments/Action Items	The developer has been very cooperative with the City relative to the hotel development. They have worked with the hotel developer in the past to deed a portion of their property to accommodate mutually beneficial parking amenities.	
 6.19	Construction of the Improvements.			
1)	Commencement of Construction. Subject to extension of time for enforced delay pursuant to Section 10.01 or any delay caused solely by the City, the Developer shall commence construction of the Office Building and Office Building Improvements no later than the date set forth in the Schedule of Performance.	See Comments/Action Items	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until March 31, 2024 to commence construction. As of October 29, 2020, the Developer had not yet commenced construction.	
2)	Completion of the Construction of the Improvements. Subject to extension of time for enforced delay pursuant to Section 10.01 below, the Developer shall diligently prosecute to completion the construction of the Office Building and Office Building Improvements no later than the date set forth in the Schedule of Performance.	See Comments/Action Items	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until June 30, 2025 to complete construction. As of October 29, 2020, the Developer had not yet commenced construction.	
3)	Payment of Construction Costs. The Developer shall be solely responsible for all costs associated with the construction of the Office Building and Office Building Improvements in accordance with this Agreement and the Final Construction Plans.	Not Applicable (at this time)		
4)	Construction Pursuant to Plans. Unless modified by operation of this Section, all work of construction and development of the Office Building and Office Building Improvements therein shall be done in accordance with the approved Final Construction Plans.	Not Applicable (at this time)		
5)	Material Change in Plans. The Developer shall construct the Office Building and Office Building Improvements in accordance with the Final Construction Plans and the Applicable Land Use Approvals set forth in Section 6.08. The Developer shall notify the City in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the approved Final Construction Plans. A written change order authorized by the City must be obtained before any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Improvements as provided for in the approved Final Construction Plans. If the City does not approve or disapprove a proposed change order within five (5) Business Days after receipt, then the change order shall be deemed authorized. Consent to any additions, changes, or deletions to the work shall not relieve or release the Developer from any other obligations under this Agreement. No change order shall be implemented by the Developer or the general contractor without the prior written approval of the City; provided, however, that a change order necessitated by an emergency construction situation, such as unexpected soils conditions or any emergency endangering health, life or property, may be made without City consent, so long as the Developer provides the City with immediate notification by telephone or fax, and provides the City with the reason for and cost of such emergency change order.	Not Applicable (at this time)		
6)	Progress Reports. Until the completion of construction of all of the Office Building and Office Building Improvements evidenced by the City's issuance of the Certificate of Completion for the Improvements, the Developer shall provide quarterly written reports regarding construction progress in such detail as the City may reasonably require.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
117	7) Equal Opportunity. During the construction of the Office Building and Office Building Improvements there shall be no discrimination on the basis of race, color, creed, age, religion, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in the construction work. The Developer and its contractors, employees and agents shall comply with all state laws, including all equal opportunity and fair employment law and regulations applicable to the Improvements. Moreover, the Developer, by and through its construction contractor(s), shall give preference, to the extent practicable, for employment to those individuals residing within the geographical area governed by the City.	Not Applicable (at this time)		
118	8) Prevailing Wages. The Developer shall, and shall cause the contractor and subcontractors to pay prevailing wages in the construction of the Office Building and Office Building Improvements as those wages are determined pursuant to Labor Code Sections 1720 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR") and comply with the other applicable provisions of Labor Code Sections 1720 et seq., including but not limited to the hiring of apprentices as required by Labor Code Sections 1775 et seq., and the implementing regulations of the DIR. The Developer shall, and shall cause the contractor and subcontractors to, keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and that apprentices have been employed as required by Labor Code Section 1777.5 et seq., and immediately upon request shall deliver certified payrolls in compliance with Labor Code Sections 1720 et seq. to the City. The Developer's failure to deliver, or cause the delivery of, such certified payrolls to the City in accordance with this Section 6.18 shall constitute a Developer Event of Default. Copies of the currently applicable per diem prevailing wages are available from the DIR. During the construction of the Office Building and Office Building Improvements, the Developer shall or shall cause the contractor to post at the Project Site the applicable prevailing rates of per diem wages. The Developer shall indemnify, hold harmless and defend (with counsel reasonably selected by the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to hire apprentices in accordance with Labor Code Sections 1777.5 et seq., and the implementing regulations of the DIR or comply with the other applicable provisions of Labor Code Sections 1720 et seq., and the implementing regulations of the DIR in connection with construction of the Improvements, or any other work undertaken or in connection with the Project Site. The obligations set forth in this Section 6.18 shall apply to the construction of the Office Building and Office Building Improvements and the initial construction of all tenant improvements within all portions of the Office Building and Office Building Improvements. Following the construction of the initial tenant improvements within all portions of the Office Building and Office Building Improvements, the obligations set forth herein shall terminate; provided, however, the Developer's indemnity obligation shall remain in effect and shall survive the termination or expiration of this Agreement.	Not Applicable (at this time)		
119	9) Development In Compliance With Law. The Developer shall cause all construction to be performed in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after the payment of all applicable fees, procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible to the City for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in work on the applicable portion of the Project Site.	Not Applicable (at this time)		
120	10) Construction Responsibilities. The Developer shall coordinate and schedule the construction work to be performed so that commencement and completion of the construction will take place in accordance with this Agreement. At all times during the construction of the Development, the Developer shall provide vehicular and pedestrian access to the public library adjacent to the Project Site; provided, however, the Developer may change the specific access to such library, during the course of construction of the Office Building and Office Building Improvements, in accordance with the Applicable Land Use Approvals and/or the Building Permit. The Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the construction of the Office Building and Office Building Improvements, including (but not limited to): (i) the quality and suitability of the Final Construction Plans, (ii) the supervision of construction work, (iii) the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers, and (iv) the means, methods, or techniques utilized by the Developer or any party under direct or indirect control of the Developer. Any review or inspection undertaken by the City with reference to the Project Site, the Office Building and Office Building Improvements is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City, and shall not be relied upon by the Developer or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Improvements.	Not Applicable (at this time)		
121	 11) Mechanics Liens, Stop Notices, and Notices of Completion.			
122	a) If any claim of lien is filed against any portion of the Project Site or a stop notice is served on any other lender or other third party in connection any portion of the Project Site, the Office Building and Office Building Improvements, then the Developer shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.	Not Applicable (at this time)		
123	b) If the Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in Section 6.18.11(a), then in addition to any other right or remedy, the City may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at the Developer's expense. Alternately, the City may require the Developer to immediately deposit with the City the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against the Developer.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
124	c)	The Developer shall file a valid notice of cessation or notice of completion upon cessation of construction on the Office Building and Office Building Improvements for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against any portion of the Project Site. The Developer authorizes the City, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in any portion of the Project Site, and the Improvements.	Not Applicable (at this time)	
125	12)	Certificate of Completion. Promptly after completion of the Office Building and Office Building Improvements in accordance with those provisions of this Agreement relating solely to the obligations of the Developer to construct the Improvements (including the dates for beginning and completion thereof), the City will provide a Certificate of Completion for the Development. Such certification shall be conclusive determination that certain covenants in this Agreement with respect to the obligations of the Developer to construct the Office Building and Office Building Improvements (excluding the Developer's obligation set forth in Section 6.18.8) and the dates for the beginning and completion thereof have been met. Such certification shall be in such form as reasonably determined by the City. Such certification and determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a deed of trust securing money loaned to finance the Improvements or any part thereof and shall not be deemed a notice of completion under the California Civil Code.	Not Applicable (at this time)	
126	13)	Construction of Public Improvements. In connection with the construction of the Office Building and Office Building Improvements, the Developer shall, or shall cause, the construction of all public improvements required by the Applicable Land Use Approvals, including, but not limited to a pedestrian and bicycle path along the southern boundary of the Project Site. Developer hereby acknowledges that such public improvements have been constructed by the City. Developer, at the City's sole discretion, will either reimburse the City for Developer's pro-rata share of the already constructed public improvements in the amount of One Hundred Eight Thousand, Five Hundred Fifty-Six Dollars and Twelve Cents (\$108,556.12) (the "Public Improvement Amount") or construct or cause the construction of a public improvement in an amount equal to the Public Improvement Amount.	Not Applicable (at this time)	
127	6.2	Continuing Covenants		
128	1)	Nature of Obligations. Throughout the Term, the covenants set forth in this Section, shall be continuing covenants of Developer and its successors and assigns with respect to the Project Site.	Compliant	
129	a)	General Use and Maintenance. The Developer agrees to use the Project Site for the specific purpose of developing and operating the Improvements as set forth in this Agreement and the Applicable Land Use Approvals, and shall maintain the Project Site and the Improvements in good repair and in a neat clean and orderly condition and in full compliance with this Agreement, and all applicable local, state, and federal laws and regulations. If there arises a condition in contravention of this Section, and if the Developer has not cured such condition within thirty (30) days after receiving City notice of such a condition (or within a reasonable period of time, but in no event to exceed sixty (60) days, if such cure cannot be completed within said thirty (30) day period), then in addition to any other rights available to the City, the City shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Project Site.	Compliant	
130	b)	Office Building. The Parties acknowledge that the quality and mix of tenants in the Office Building are important to the overall success of the Office Building and is important to the City in order to maintain the quality and character of the Office Building consistent with the goals and objectives of the City. To that end, the Parties agree that, to the extent a Party selects or approves tenants, subtenants, or assignees, the Office Building shall be operated in a manner consistent with a "Class A" office building and that in selecting tenants or subtenants for the Office Building certain uses shall be prohibited and shall not be allowed under any circumstances. Prohibited uses include any use which emits a noxious or obnoxious odor, dust, vibration, noise or sound which can be heard or smelled outside any space within the Office Building; any operation primarily used as a wholesale or warehouse operation and any assembling, refining, smelting, agricultural or mining operation; any second hand store, thrift store, surplus store or flea market; any fire sale, bankruptcy sale (unless under court order) or auction house operation; any central laundry, dry cleaning plant, or laundromat; any recycling facility except as required by law; any business where the primary enterprise is the sale of liquor or beer for off premise consumption; any adult oriented establishments whether for sale, rent or on-site use or viewing including adult book stores/adult cabaret/adult motion picture theater/or adult arcade; any theater of any type, any day spa, any church, or house of worship, any veterinary hospital or kennel or similar animal-related uses; any establishments for sale or rent of funerary supplies, mortuary or related activities or services; any manufacturing facility; any facility for repair of any appliances or other products; any establishments for the sale, storage, rental, and/or servicing of vehicles and vehicle parts; any facility using/storing or treating Hazardous Materials or facility for rent or storage spaces or for warehousing; any facility for the housing of passive components such as digital switching units; any sale of firearms, guns or explosives; any sale of military or security supplies or surplus; any massage parlor; any card room, fortune teller, any tattooing or body piercing parlors; any sale of drug paraphernalia or supplies; any ice dispenser; any feeding center; and any storage facility.	Compliant	
131	2)	Hazardous Materials.		
132	a)	Covenants.		
133	i)	No Hazardous Materials Activities. The Developer hereby represents and warrants to the City that the Developer shall not cause or permit any portion of the Project Site or the Improvements thereon to be used as a site for the use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of any Hazardous Materials.	Compliant	
134	ii)	Hazardous Materials Laws. The Developer shall comply and cause the Project Site and the Improvements thereon to comply with Hazardous Materials Laws, including without limitation, those relating to soil and groundwater conditions.	Compliant	

DA Section	Condition/Requirement	Status	Comments	Action Items
135	iii) Notices. The Developer shall immediately notify the City in writing of: (i) the discovery of any Hazardous Materials on or under any portion of the Project Site; (ii) any knowledge by the Developer that any portion of the Project Site does not comply with any Hazardous Materials Laws; (iii) any claims or actions pending or threatened against the Developer, any portion of the Project Site, or the Improvements by any governmental entity or agency or any other person or entity relating to Hazardous Materials or pursuant to any Hazardous Materials Laws (collectively "Hazardous Materials Claims"); and (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project Site, that could cause any portion of the Project Site, or any part thereof to be designated as "border zone property" under the provisions of California Health and Safety Code Sections 25220, et seq., or any regulation adopted in accordance therewith.	See Comments/Action Items	As of October 29, 2020, the City has not received Notices from the Developer relative to discovery of any Hazardous Materials.	
136	iv) Remedial Action. The Developer shall immediately take, at Developer's sole expense, all remedial action required by any Hazardous Materials Laws or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials Claims.	Not Applicable (at this time)		
137	v) Environmental Indemnity. Without limiting the generality of the indemnity set forth in Section 18, the Developer shall indemnify and hold harmless the City and their respective board members, council members, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability they may incur directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, or disposal by the Developer or its contractors, subcontractors, tenants, agents, employees, and licensees of Hazardous Materials on, under, or about any portion of the Project Site, or the Improvements, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Project Site, or the Improvements, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the City in connection with clauses (i) and (ii), including but not limited to reasonable attorney's fees, excluding therefrom the extent to which the City, or the City, or their respective board members', officers', officials', employees' or agents' acts or omissions caused or led to any claims, losses, liabilities, and damages as determined by the application of comparative fault principles as applied by the courts of the State of California. This obligation to indemnify shall survive termination of this Agreement.	Compliant		
138	4) Taxes and Assessments. The Developer shall pay when due all real property taxes and assessments assessed and levied on the Project Site and the Improvements, and shall remove any lien or attachment made on the Project Site or the Improvements.	Not Applicable (at this time)		
139	5) Changes. The Developer shall promptly notify the City in writing of any changes in the location of any place of business or tangible material assets of the Developer, and of any other change in fact or circumstance represented or warranted at any time by the Developer to the City.	See Comments/Action Items	As of October 29, 2020, the City has not received Notices from the Developer relative to changes.	
140	6) Mitigation Measures. The Developer shall perform and observe the mitigation measures applicable to the Project Site and the Improvements and the Public Improvements, if any, as set forth in the Applicable Land Use Approvals.	Not Applicable (at this time)		
141	7) Notification of Litigation. The Developer shall promptly notify the City in writing of (a) any litigation that (1) affects the Developer or any portion of the Project Site and (2) would materially adversely affect the Developer's capacity to perform its obligations under this Agreement, and (b) any claims or disputes that involve a material risk of litigation that would materially adversely affect the Developer's capacity to perform its obligations under this Agreement.	See Comments/Action Items	As of October 29, 2020, the City has not received any Notification of Litigation from the Developer.	
142	8) Sales and Use Tax Allocations.			
143	a) The Developer shall require that its contractors and subcontractors exercise their option to obtain a Board of Equalization sub permit for the jobsite and allocate all eligible use tax payments to the City. Prior to beginning the construction of the Improvements, the Developer shall require that its contractor and subcontractors provide the City with either a copy of the sub permit or a statement that use tax does not apply to their portion of the job	Not Applicable (at this time)		
144	b) The Developer shall review the direct payment process established under California Revenue and Taxation Code 7051.3 and, if eligible, use the permit so that the local share of its use tax payments is allocated to the City. The Developer shall provide the City with either a copy of the direct payment permit or a statement certifying ineligibility to qualify for the permit. The Developer shall further work with the City to inform all commercial tenants and operators of the Improvements about the direct payment permit process and require their participation if qualified.	Not Applicable (at this time)		
145	6.21 Financial Obligations			
146	1) Landscape and Lighting. Developer agrees that the Project Site will be subject to the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's existing Lighting and Landscaping District prior to issuance of any permits for the Project Site.	See Comments/Action Items	This provision shall be implemented prior to issuance of building permits.	
147	2) Police CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into City of Pittsburg Community Facilities District No. 2004-01, as adopted pursuant to Resolution No. 04-10071 (the "Police Services District") in order to fund police services made necessary by the Project. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's Police Services District prior to issuance of any permits for the Project Site.	See Comments/Action Items	This provision shall be implemented prior to issuance of building permits.	
148	3) Fire District CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into Contra Costa County Fire Protection Community Facilities District, to be established by the Contra Costa County Fire Protection District (the "Fire Services District") in order to fund fire services made necessary by the Project. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's Fire Services District prior to issuance of any permits for the Project Site.	See Comments/Action Items	This provision shall be implemented prior to issuance of building permits.	
149	4) Property Taxes. Developer shall not seek to reduce the Project Site's assessed value with the Contra Costa County Assessor or State Board of Equalization.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
150 5)	eBART CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into proposed City of Pittsburgh Community Facilities District No. 2014-01 for the Railroad Avenue Specific Plan Area (the "eBART District"), to be established by the City in order to finance the construction of the eBART Railroad Avenue Station. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's eBART District prior to issuance of any permits for the Project Site.	See Comments/Action Items	This provision shall be implemented prior to issuance of building permits.	
151 6.22	Business License. At all times, the Developer, its contractors and subcontractors are required to maintain an active business license with the City.	Not Applicable (at this time)		
152 6.23	Continuing Obligations. Notwithstanding any other provision of this Agreement, Developer's obligations under Section 6, inclusive, shall constitute a continuing obligation and bind Developer, its successors and/or assigns as long the Project exists. Developer's obligations under Section 6 shall survive this Agreement's termination and continue in full force and effect until the Project ceases and all entitlements are vacated. Failure by Developer of any of the obligations listed in this Section 6 will constitute a Default under Section 11.	Compliant		
153 Section 7. Obligations of City				
154	In consideration of Developer entering into this Agreement, City has agreed to the following with respect to the development of the Project Site:			
155 7.01	Processing. Upon satisfactory completion by Developer of all required preliminary actions to the satisfaction of City, City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development by Developer of the Project Site in accordance with the provisions of this Agreement including, but not limited to, the following:	Not Applicable (at this time)		
156 a)	the holding of all required public hearings; and	Not Applicable (at this time)		
157 b)	the processing and approval of all Ministerial Approvals and related matters as necessary for the completion of the development of the Project. In this regard, Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder as required by the Existing Rules and shall cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor as required by the Existing Rules.	Not Applicable (at this time)		
158 7.02	Standard of Review. The rules, regulations and policies that apply to any Ministerial Approvals which must be secured prior to the construction of any portion of the Project shall be the Existing Rules. Any Ministerial Approval, including without limitation a building permit, shall be approved by the City within a reasonable period of time after application is made therefor.	Not Applicable (at this time)		
159 Section 8. Amendments				
160 8.01	Major Amendments. A "Major Amendment" shall be any modification that makes a substantive change, modification or deviation in the terms of this Agreement or any Exhibits or Schedules attached hereto including the terms of the Project Description attached hereto as Exhibit B. Approval of any Major Amendment shall require a noticed hearing and must be authorized by formal action of the City Council.	See Comments/Action Items	The Amended and Restated DA approved by City Council on November 5, 2018 was the most recent Major Amendment to the original DA recorded on December 9, 2015.	
161 8.02	Minor Amendments. A "Minor Amendment" shall be any modification that does not make a substantive change, modification or deviation in the terms of this Agreement or any Exhibits or Schedules attached hereto, including the terms of the Project Description attached hereto as Exhibit B. Minor Amendments may be approved by the prior written consent of the Manager.	Not Applicable (at this time)		
162 8.03	Discretion of Manager. The Manager has the sole discretion to determine whether any proposed change, modification, or deviation is a Major Amendment or Minor Amendment for purposes of this Agreement. The Manager's determination as to the status of any Major or Minor Amendment is final. The Manager also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the City Council and not by the Manager.	Compliant		
163 Section 9. Transfers and Assignments				
164 9.01	City's Intent. Developer has demonstrated, and the City finds that Developer possesses, the experience, reputation and financial resources to develop and maintain the Project Site in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Project Site to a high quality standard contemplated by the General Plan that the City is entering into this Agreement. Accordingly, restrictions on the right of Developer to assign or transfer the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City's General Plan and this Agreement.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 9.	
165 9.02	Transfers Prohibited. The limitations on Transfers set forth in this Article 9 shall apply from the Effective Date until the issuance of the final Certificate of Completion for the Improvements. The Developer shall not make or create any Transfer, either voluntarily or by operation of law, without the prior written approval of the City Manager, which may be granted or denied in the City's sole discretion. Any Transfer made in contravention of this Section 9.02 shall be void and shall be deemed to be a Developer Event of Default, whether or not the Developer knew of or participated in such Transfer. The City shall not withhold approval of a Transfer of (i) a security interest in the Project Site through a Security Financing Interest for the benefit of a lender making a loan identified in the approved Financing Plan; (ii) all or a portion of the Project Site to an entity Controlled by the Developer, provided such entity delivers to the City its organizational documents and any other documentation reasonably requested by the City to demonstrate such control by the Developer, and executes an assignment and assumption agreement, in a form provided by the City, and such other documentation reasonably requested by the City to evidence the transfer of the Developer's obligations under this Agreement to such entity; or (iii) the leasing of the Office Building by the Developer to third-party tenants in the ordinary course of the Developer's business and in accordance with Section 6.20.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
166 9.03	Restriction on Assignment Does Not Constitute an Unreasonable Restraint on Alienation. Developer agrees that the restriction on its right to transfer any of its rights or interests under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement since the restriction reserves for the City the power to prevent the transfer of any of the rights and obligations hereunder to an unreliable third party.	Not Applicable (at this time)		
167 9.04	Request Procedure. City shall administer the provisions of this Section through its City Manager. Developer shall notify the Manager in writing of its request for City's consent to an assignment or transfer under this Section.	Not Applicable (at this time)		
168 9.05	Additional Information. Upon receipt of a request for an assignment or transfer under this Section, the City Manager shall have the authority to require the production of additional information relating to the qualifications of the proposed assignee or transferee from Developer. Developer shall promptly furnish any and all information required under this Section as the City considers Developer's request for consent to the proposed assignment or transfer.	Not Applicable (at this time)		
169 9.06	Approval of Assignment. The City Manager may, at his or her discretion, approve of the assignment or transfer in writing, deny the assignment or transfer, or refer the matter to the City Council for action. In the event the City Manager determines that the assignment or transfer should be acted upon by the City Council, the City Manager shall notify Developer in writing of the need for City Council authorization. The City Council shall thereafter consider the proposed assignment or transfer. The proposed assignment or transfer may be approved or denied by formal action of the City Council.	Not Applicable (at this time)		
170 9.07	Notice of Proposed Assignment. Developer must provide City with adequate evidence that the proposed assignee, buyer or transferee is qualified using the standards and conditions described in this Section, and ability to comply with these standards and conditions will be the test of reasonableness.	Not Applicable (at this time)		
171 9.08	Conditions and Standards. The conditions and standards referred to above are as follows:	Not Applicable (at this time)		
172 1)	Such assignee or transferee possesses the experience, reputation and financial resources to cause the Project Site to be developed and maintained in the manner contemplated by the City's General Plan and this Agreement;	Not Applicable (at this time)		
173 2)	Such assignee or transferee enters into a written assumption agreement, in form and content satisfactory to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement;	Not Applicable (at this time)		
174 3)	Such assignment or transfer will not impair the ability of City to achieve the objectives of its General Plan and this Agreement;	Not Applicable (at this time)		
175 9.09	Financing Exemption. Mortgages, deeds of trust, sales and leasebacks, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Project Site are permitted without the consent of the City, provided the City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and Developer retains over fifty percent (50%) of the legal or equitable interest in the Project Site and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.	Not Applicable (at this time)		
176 9.1	Notice of Assignment. Upon receiving approval of an assignment, Developer shall provide City with written notice of such assignment and as part of such notice the assignee must execute and deliver to City an assumption agreement in which the name and address of the assignee is set forth and the assignee expressly and unconditionally assumes the obligations of all the provisions set forth in the Agreement.	Not Applicable (at this time)		
177 9.11	Unapproved Assignments. If City makes the determination not to consent to the assignment or transfer of the rights and privileges contained in this Agreement, and Developer conveys the Project Site to a third party, in whole or in part, Developer shall remain liable and responsible for all of the duties and obligations of this Agreement.	Not Applicable (at this time)		
178  Section 10. Delays in Performance				
179 10.01	Permissible Delays. In addition to any other provisions of this Agreement with respect to delay, Developer and City shall be excused for performance of their obligations hereunder during any period of reasonable delay caused by acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party. A Party seeking excuse from performance under this section shall provide written notice to the other Party within seventy-two (72) hours of the event preventing or delaying performance. Such notice shall include (1) a request for extension of performance, (2) specific reasons the event qualifies as an excusable delay in or prevention of performance under this section and (3) an estimate of the duration of any delay. The Party receiving a notice properly made under this section shall have seven (7) days to provide a written response approving the request, in whole or in part, or denying the request and stating that the delay or prevention of performance will constitute an event of default.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 10.	
180 10.02	Third Party Actions. Any court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.	Not Applicable (at this time)		
181 10.03	Notice of Permissible Delays. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.	Not Applicable (at this time)		
182  Section 11. Default				

DA Section	Condition/Requirement	Status	Comments	Action Items
11.01	Events of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either party to perform any material term or provision of this Agreement for a period of thirty (30) days after the dispatch of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. The nonperformance of a material provision of the Mitigation Monitoring Program shall constitute an event of default under this Agreement; provided, however, that the City shall have given Developer notice of such event and a prospective opportunity to cure, within the cure period described herein. The nonperformance of a provision of the Mitigation Monitoring Program that would not otherwise be considered material, as reasonably determined by the City, may become material if such provision is consistently repeated or ignored after several requests to address such matter from the City or representative thereof.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 11.	
11.02	No Fault of City.			
1)	No Fault of City. At any time following the second (2nd) anniversary of the Effective Date, the City may terminate this Agreement by providing a written notice to the Developer. Following such written notice, this Agreement shall be null and void and of no further force and effect (except for provisions that explicitly survive termination). After a termination pursuant to this Section 11.02(1), any costs incurred by a Party in connection with this Agreement and the Improvements shall be completely borne by such Party and neither Party shall have any rights against or liability to the other, except for the delivery of plans and documents as set forth in Section 11.04, and those provisions of this Agreement that recite that they survive termination of this Agreement. Nothing in this Section 11.02 shall limit or impair the City's right to declare a Developer Event of Default in accordance with Section 11.03.	Not Applicable (at this time)		
2)	Acknowledgement of City Discretion. The Developer agrees and acknowledges that the City has absolute discretion in determining whether or not it should terminate this Agreement pursuant to Section 11.02(1). The Developer further agrees and acknowledges that in the event the City terminates this Agreement pursuant to Section 11.02(1), the Developer (i) may suffer economic loss or other consequences; and (ii) specifically releases and waives any claim against the City for such loss or economic consequences in connection with the determination of the City to terminate this Agreement pursuant to Section 11.02(1). The Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks related to the City's discretion to terminate this Agreement and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor. Developer's Initials: _____	Not Applicable (at this time)		
11.03	Fault of Developer.			
1)	Each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "Developer Event of Default".	Not Applicable (at this time)		
2)	Upon the happening of any event described in Section 11.03(1), the City shall first notify the Developer in writing of its purported breach or failure, and the Developer shall have thirty (30) days from receipt of such notice to cure such breach or failure. If the Developer does not cure within such period (or, in the event such breach or failure cannot be cured within thirty (30) days the Developer fails to commence to cure within such period and thereafter fails to diligently cure to completion in no event to exceed ninety (90) days), then the event shall constitute a "Developer Event of Default" and the City shall be afforded all of the following rights and remedies: (i) terminating in writing this entire Agreement; (ii) prosecuting an action for damages; (iii) retaining the Developer Deposit and interest earned thereon; (iv) seeking specific performance of this Agreement; (v) obtaining plans, data, and approvals pursuant to Section 11.04; (vi) the remedies specified in Sections 12.01 and 12.03; and (vii) any other remedy permitted by law.	Not Applicable (at this time)		
11.04	No Fault of Developer. At any time following the second (2nd) anniversary of the Effective Date, or as otherwise provided in this Agreement, Developer may terminate this Agreement by providing written notice to the City (a "Developer Termination"). Following a Developer Termination, this Agreement shall be null and void and of no further force and effect (except for provisions that explicitly survive termination), and Developer shall promptly reversion the ownership of the Project Site then owned by Developer with the City within sixty days of Developer's notice to City, as referenced in this Section.	Not Applicable (at this time)		
11.05	Plans, Data and Approvals. If this Agreement is terminated pursuant to Sections 11.02 or 11.03, then the Developer shall promptly deliver to the City copies of all plans and specifications for the Improvements, all permits and approvals obtained in connection with the Improvements, and all applications for permits and approvals not yet obtained but needed in connection with the Improvements.	Not Applicable (at this time)		
11.06	Notice of Default. Any Notice of Default given hereunder shall specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.	Not Applicable (at this time)		
11.07	Cure Period. During the time periods herein specified for cure of an Event of Default, the party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, if delay is due to a court order stemming from institution of legal proceedings with respect thereto, with respect to the Project.	Not Applicable (at this time)		
11.08	General Default Remedies. After notice and expiration of the thirty (30) day period without cure, the non-defaulting party shall have such rights and remedies against the defaulting party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868, to seek mandamus, specific performance, injunctive or declaratory relief, or to foreclose under the Deed of Trust.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items			
208	11.09	11.09. LIQUIDATED DAMAGES. IN THE EVENT OF A DEFAULT OF DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR UPON A DEVELOPER EVENT OF DEFAULT, AS DEFINED IN THIS AGREEMENT, THE CITY AND THE DEVELOPER AGREE THAT THE CITY WILL SUSTAIN DAMAGES, AND THAT CITY'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE. THE PARTIES THEREFORE AGREE THAT IN THE EVENT OF A DEFAULT OF DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR UPON A DEVELOPER EVENT OF DEFAULT, AS DEFINED IN THIS AGREEMENT, AND WHERE THE CITY IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THE CITY, AS THE CITY'S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO THE ENTIRETY OF THE DEVELOPER DEPOSIT AND TO FORECLOSE UNDER THE DEED OF TRUST AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE RESULTING DAMAGES WILL BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THEREFORE, THAT FORECLOSURE ON THE PROJECT SITE AND RETENTION OF THE ENTIRETY OF THE DEVELOPER DEPOSIT, AS LIQUIDATED DAMAGES, WILL BE AN APPROPRIATE FORM OF COMPENSATION TO THE CITY. BY PLACING THEIR INITIALS IN THE SPACE BELOW, BOTH PARTIES AGREE TO THE LIQUIDATED DAMAGES SET FORTH ABOVE. IN THE EVENT OF A DEVELOPER EVENT OF DEFAULT OR FAILURE IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT WHERE THE CITY IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THEN (A) FOLLOWING THE CITY'S FORECLOSURE UNDER THE DEED OF TRUST AND RECEIPT OF THE DEVELOPER DEPOSIT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE DEVELOPER AND CITY HEREUNDER SHALL TERMINATE (EXCEPT THOSE PROVISIONS SPECIFIED TO SURVIVE THE TERMINATION OF THIS AGREEMENT), AND (B) DEVELOPER SHALL RETURN PROMPTLY TO THE CITY ALL DOCUMENTS AND INSTRUMENTS. THE FORECLOSURE OF THE DEED OF TRUST AND PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE CITY AND THE DEVELOPER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS. CITY'S INITIALS: ___, DEVELOPER'S INITIALS: ____			Not Applicable (at this time)		
209	11.1	Remedies Cumulative. Any rights or remedies available to nondefaulting party under this Agreement and any other rights or remedies that such party may have at law or in equity upon a default by the other party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such nondefaulting party and none of such rights or remedies, whether or not exercised by the non-defaulting party, shall be deemed to exclude any other rights or remedies available to the non-defaulting party. The non-defaulting party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting party considers appropriate.			Not Applicable (at this time)		
210	11.11	Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.			Not Applicable (at this time)		
211	11.12	No Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Developer for any breach thereof. As such, the parties agree that in no event shall Developer be entitled to recover damages against City for breach of this Agreement.			Not Applicable (at this time)		
212	11.13	Effect of Developer Default. No building permit shall be issued or building permit application accepted for any structure on the Project Site after Developer is determined by City to be in default of the terms and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City.			Not Applicable (at this time)		
213	11.14	Waiver. All waivers must be in writing to be effective or binding upon the waiving party, and no waiver shall be implied from any omission by a party to take any action with respect to such Event of Default. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by such other party in the future.			Not Applicable (at this time)		
214	11.15	Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time specified in such express waiver.			Not Applicable (at this time)		
215	11.16	Attorneys' Fees. Should legal action be brought by either party for breach of this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court.			Not Applicable (at this time)		
216	11.17	11.17 Venue. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Contra Costa or where appropriate, or in the United States District Court for the Northern District of California, as consistent with applicable law.			See Comments/Action Items		
217	11.18	Survival. Upon termination of this Agreement under this Article 11, the following provisions of this Agreement shall survive: the waiver in Sections 6.06, 11.02 and 18, and the Developer's indemnification obligations set forth herein. This Section 11.16 exists for reference purposes only, and does not alter the scope or nature of the surviving provisions.			Not Applicable (at this time)		
218	Section 12. Approvals.						
219	12.01	Approvals.					

DA Section	Condition/Requirement	Status	Comments	Action Items
220 a)	Whenever this Agreement calls for City approval, consent, or waiver, including but not limited to changes to the Final Construction Plans, the written approval, consent, or waiver of the City Manager or his or her designee(s) shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Agency.	See Comments/Action Items	Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until December 31, 2022 to submit the Application for Applicable Land Use Approvals to the City. As of October 29, 2020, the Application had not yet been submitted.	
221 b)	All approvals under this Agreement shall be subject to a reasonableness standard, except where a sole discretion standard is specifically provided.	Not Applicable (at this time)		
222  Section 13. Right of Reverter.				
223 13.01	Right of Reverter. If this Agreement is terminated pursuant to Section 11.03 and such termination occurs prior to issuance of the Certificate of Completion for any portion of the Improvements pursuant to Section 6.19, then the City shall have the right to reenter and take possession of any portion of the Project Site and all Improvements thereon, and to revert in the City the estate of Developer in that portion of the Project Site. The right of reverter contained in this Section 13.01 was set forth in the grant deed transferring the Project Site from the Successor Agency to Developer.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 13.	
224 13.02	Rights of Mortgagees. Any rights of the City under Section 13.01 and under Section 11.03 shall not defeat, limit or render invalid any lease, mortgage, deed of trust or any other security interest permitted by this Agreement or otherwise consented to by the City in writing or any rights provided for in this Agreement for the protection of holder of security interests in the Property.	Not Applicable (at this time)		
225  13.03	Option to Repurchase, Reenter and Repossess.	Not Applicable (at this time)		
235  Section 14. Security Financing Interests				
236 14.01	No Encumbrances Except for Development Purposes. Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, lines of credit, or any other reasonable method of security, are permitted to be placed upon the Project Site prior to issuance of a Certificate of Completion pursuant to Section 6.19 for any component of the Improvements, but only for the purpose of securing funds to be used for financing the acquisition of the Project Site or construction of the Improvements on the applicable portion of the Project Site, and any other expenditures necessary and appropriate to develop the Project Site in accordance with this Agreement, and costs and expenses incurred or to be incurred by the Developer in furtherance of this Agreement and only if previously approved by the City in writing pursuant to this Agreement. The Developer shall promptly notify the City of any mortgage, deed of trust, sale and lease-back or other financing, conveyance, encumbrance or lien that has been or will be created or attached to the Project Site. The words "mortgage" and "deed of trust" as used in this Agreement includes all other appropriate modes of security for financing real estate acquisition, construction, and land development. Mortgages, deeds of trust and other reasonable methods of security permitted by this Section 14 are collectively referred to herein as a "Security Financing Interest."	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 14.	
237 14.02	Holder Not Obligated to Construct. The holder of any Security Financing Interest authorized by this Agreement is not obligated to construct or complete any Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in conveyances from the City to the Developer evidencing the realty comprising the Project Site or any part thereof be construed so to obligate such holder (except as set forth in Section 14.03 below). However, nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Project Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided for or authorized by this Agreement.	Not Applicable (at this time)		
238 14.03	Notice of Default and Right to Cure. Whenever the City pursuant to its rights set forth in Section 11 of this Agreement delivers any notice or demand to the Developer with respect to the commencement, completion, or cessation in construction of the Improvements, the City shall at the same time deliver to each holder of record of any Security Financing Interest creating a lien upon the Project Site or any portion thereof a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right, but not the obligation, at each holder's option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy (in which case such holder shall thereafter diligently and promptly pursue such cure to completion) any such default or breach affecting the Project Site and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect such improvements or construction already made, as reasonably determined by the City) without first having expressly assumed, in writing, the Developer's obligations to the City under this Agreement pursuant to an assignment and assumption agreement prepared by the City and recordable among the official records of the County (the "Security Financing Interest Assignment"). Pursuant to the Security Financing Interest Assignment the holder must agree to complete the construction of the Improvements in the manner provided in this Agreement, and, in connection with the execution of such assignment, submit evidence satisfactory to the City that it has the qualification and financial responsibility necessary to perform such obligations. Any such holder properly completing the Improvements pursuant to this Section and the Security Financing Interest Assignment shall assume all rights and obligations of Developer under this Agreement and shall be entitled, upon written request made to the City, to a Certificate of Completion from the City. In the event there are multiple holders of Security Financing Interests, then the City shall accept a cure from such holder of the most senior Security Financing Interest.	Not Applicable (at this time)		
239 14.04	Failure of Holder to Complete Improvements. In any case where three (3) months after having given notice of default by the Developer in completion of the Improvements under this Agreement to the holder of record of any Security Financing Interest, and such holder, having first exercised its option to construct the applicable Improvements pursuant to the Security Financing Interest Assignment, has not proceeded diligently with construction (as reasonably determined by the City), the City shall be afforded the rights against such holder it would otherwise have against Developer under this Agreement.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
240 14.05	Right of City to Cure. In the event of a default or breach by the Developer of a Security Financing Interest prior to the completion of the Improvements, and the holder has not exercised its option to complete the Improvements (by electing not to execute the Security Financing Interest Assignment), the City may cure the default, prior to the completion of any foreclosure. In such event the City shall be entitled to reimbursement from the Developer all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Project Site or any portion thereof to the extent of such costs and disbursements.	Not Applicable (at this time)		
241 14.06	Holder to be Notified. The Developer, for itself, its successors and assigns hereby warrants and agrees that each term contained herein dealing with Security Financing Interests and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its coming into any security right or interest in the Project Site.	Not Applicable (at this time)		
242 14.07	Estoppel Certificate. Upon the written request of the Developer, the City shall provide an estoppel certificate, in a form reasonably acceptable to the City, stating (1) whether this Agreement is in effect; (2) whether this Agreement has been amended in any way; and (3) whether the Developer is in default under this Agreement. The City shall provide such estoppel certificate within thirty (30) days after receipt of Developer's request, or such time as the Parties mutually agree.	Not Applicable (at this time)		
243	Section 15. Relationship of Parties			
244 15.01	Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.	Compliant		
245 15.02	No Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.	Compliant		
246 15.03	No Third Party Beneficiaries. The only parties to this Agreement are Developer and City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.	Compliant		
247 15.04	Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Development Agreement and this has resulted in a product of the joint drafting efforts of both parties. Neither party is solely or independently responsible for the preparation or form of this agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.	Compliant		
248	Section 16. Applicable Law			
249	This Agreement shall be construed and enforced in accordance with the laws of the State of California.	Compliant		
250	Section 17. Superseding of Subsequent Laws of Judicial Action			
251	The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.	Compliant		
252	Section 19. Hold Harmless Agreement			
253	In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action or proceeding.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 19.	
254	Section 20. Indemnification Agreement			
255 1)	Third Party. Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any action arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by City in defense of any such action or other proceeding, plus staff and attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees and time referenced herein.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 20.	
256 2)	Construction or Operation. Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages, or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations of Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
257 3)	Developer's Release of the City. The Developer, on behalf of itself and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the City, and their council members, board members, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Project, or its suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Agreement.	Not Applicable (at this time)		
258 4)	Scope of Release. The release set forth in Section 18 hereof includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Developer agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to the Developer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor. Developer's Initials: _____ Notwithstanding the foregoing, this release shall not apply to, nor shall the City be released from, the City's actual fraud or misrepresentation.	Not Applicable (at this time)		
259 5)	Separate Agreement. The parties agree that this Section 18 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 18, which shall survive such invalidation, nullification, or setting aside.	Not Applicable (at this time)		
260	Section 21. Liability Insurance			
261 A	Developer shall maintain, or cause to be maintained, in force during the construction of the Project, pursuant to this Agreement, public liability and property damage insurance, including personal injury, contractual, and owned and non-owned vehicles and equipment, with such coverage and limits as may be reasonably requested by City from time to time, but in no event for less than the sum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.	Compliant		
262 B	Public liability insurance policy or policies shall name City as an additional insured, and any policy or policies shall contain cross-liability endorsements. An endorsement shall be provided which states the coverage is primary insurance and that no other insurance affected by City will be called upon to contribute to a loss under this coverage.	Compliant		
263 C	Developer shall provide the City with a certificate and endorsement, in forms satisfactory to the City, evidencing such insurance coverage or coverages shall be filed with City prior to construction of the Project, and the certificate and endorsement shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days' prior written notice to City.	Compliant		
264 D	If such coverage is canceled or reduced, Developer shall, within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.	Compliant		
265	Section 22. Notices			
266	Any notice or communication required hereunder between City or Developer shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties.	Compliant		
267	Section 23. Exhibits			
268 23.01	Designation of Exhibits. The reference to a specified Exhibit in this Agreement is a reference to a certain one of the exhibits listed below, as determined by the accompanying letter designation. Exhibit A-1 – Legal Description of Property; Exhibit A-2 – Legal Description of Utility Easements; Exhibit A-3 – Plat Map of County Assessor's Parcel Numbers 086-100-040 and 086-100-041; Exhibit A-4 – Recorded Lot Line Adjustment; Exhibit B – Scope of Development/Project; Exhibit C – Schedule of Performance; Exhibit D – Form of Financing Plan Letter; Exhibit E – Performance Deed of Trust	Not Applicable		
269 23.02	Incorporation by Reference. All exhibits are deemed incorporated by reference into this Agreement.	Not Applicable		
270	Section 24. Severability			

DA Section	Condition/Requirement	Status	Comments	Action Items
271	If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.			
272	Section 25. Entire Agreement			
273	This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof.	Not Applicable		
274	Section 26. Counterparts			
275	This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.	Not Applicable		

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of Tuscany Meadows	)	
Development Agreement Between The	)	
City of Pittsburgh and Seecon Built	)	RESOLUTION NO. 20-
Homes, Inc. and Determination as to	)	
Compliance With Development	)	
<u>Agreement</u>	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, a Development Agreement between the City of Pittsburgh and Seecon Built Homes, Inc. was executed on February 5, 2018, for the Tuscany Meadows Property; and

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Tuscany Meadows Development Agreement was conducted in 2019, and on November 18, 2019, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and

correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Tuscany Meadows DA – 2020 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Tuscany Meadows Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Tuscany Meadows Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of December, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

DA Section	Condition/Requirement	Status	Comments	Action Items
Article II - Effective Date; Term				
Section 2.01	Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date").	See Comments/Action Items	On February 5, 2018, the City Council adopted Ordinance 16-1405 approving the Development Agreement between the City of Pittsburg and Secon Built Homes, Inc. for the Tuscany Meadows property.	
Section 2.02	Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of twenty five (25) years (the "Term").	See Comments/Action Items	Based on the effective date of February 5, 2018, the DA will expire on February 5, 2043.	
Article III - Obligations of Developer				
	The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. The parties acknowledge that many of Developer's long term obligations set forth in this Agreement are in addition to Developer's agreement to perform all the mitigation measures identified in the Mitigation Monitoring Program. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for design review or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
Section 3.01	Drainage Improvements. Subject to the terms of this Agreement, as a condition of approval to one or more of the Project Approvals, Developer agrees to construct and offer for dedication to the City those Project storm water drainage improvements to be located within City's boundaries and required to serve the Project Site ("Drainage Improvements"). The City shall accept the offer of dedication of the Drainage Improvements, as long as the Drainage Improvements comply with the City's standards, applicable rules and regulations, and this Agreement. The parties agree that the construction of the Drainage Improvements shall be phased according to a construction schedule determined by Developer, subject to the written approval of the City Manager. City shall not require any improvements to onsite or offsite drainage facilities to address pre-existing deficiencies provided that Developer demonstrates to City's reasonable satisfaction that impact to downstream facilities are not being exacerbated.	Not Applicable (at this time)		
Section 3.02	Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time.	Not Applicable (at this time)		
Section 3.03	Water Infrastructure. Developer shall comply with the 2015 Water System Master Plan, as amended. Developer shall have the option, subject to the written approval by the City Manager, to provide water infrastructure facilities as specified by the City or to construct the water infrastructure facilities in phases subject to a storage requirement and site analysis study, commissioned by the City, that incorporates the water infrastructure requirements pursuant to the 2015 Water System Master Plan, as amended.	Not Applicable (at this time)		
Section 3.04	School Facilities Impact Mitigation. Developer shall pay in lieu school impact fees in accordance with Government Code §§ 65995 et seq. Compliance with this Section shall satisfy all of Developer's obligations required by City to mitigate school impacts resulting from the Project.	Not Applicable (at this time)		
Section 3.05	Applicable Fees. City may levy development fees, and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on Exhibit B ("Applicable Fees"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.	Not Applicable (at this time)		
Section 3.06	Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.05, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 et seq., not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Not Applicable (at this time)		
Section 3.07	City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07-10917 with credit for certain improvements constructed by Developer per Section 4.05 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
13	Section 3.08	Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid Memorandum of Understanding dated June 29, 2010, as amended, whichever is less.	Not Applicable (at this time)	
14	Section 3.09	Fees, Assessments and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, geologic hazard abatement district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "Funding Mechanisms") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.	Not Applicable (at this time)	
15	☒ Section 3.10	Affordable Housing. Developer shall comply with PMC 18.86.080 and VTM Condition of Approval No. 5 by constructing at least ninety two (92) rental attached accessory units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. Forty six (46) of these units shall be constructed no later than the City's issuance of the four hundred and fiftieth (450th) building permit for the Project. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "Affordable Housing Agreement") which further memorializes the provisions of this Section 3.10 and is consistent with applicable law, including Pittsburg Municipal Code Chapter 18.50. Developer agrees that the attached accessory units referenced in this Section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager. City agrees that Developer shall not be required to pay any additional fees (building permit, sewer, water, traffic fees etc.) associated with any attached, affordable secondary/accessory dwelling units.	Not Applicable (at this time)	
16	a)	Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include, but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement.	Not Applicable (at this time)	
17	b)	Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement.	Not Applicable (at this time)	
18	Section 3.11	Security Improvements. Developer shall install the basic home security wiring in the Project homes (defined herein as wiring for a basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner.	Not Applicable (at this time)	
19	Section 3.12	Solar Roof System. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense.	Not Applicable (at this time)	
20	Section 3.13	C.3 Facilities. Developer shall construct C.3 facilities as provided in the Project Approvals. In accordance with the City's NPDES permit, provision C.3.e.i. and ii., developer shall have the right to construct or participate in the funding of offsite C.3 facilities as approved by the City Engineer and memorialized by separate agreement with the City. If Developer elects to participate in offsite C.3 facilities in lieu of on-site C.3 facilities, Developer will work with the City to provide an appropriate funding mechanism for the continuous maintenance of these facilities in perpetuity.	Not Applicable (at this time)	
21	☒ Section 3.14	Traffic Conditions. Developer shall install at its sole cost the following traffic improvements in accordance with the provisions set forth below. In the event any improvements listed below are within the City of Antioch or the City of Antioch's control, Developer, at its option, shall not be required to construct such improvements but shall only be required to pay its proportionate share of the costs of such improvements. In such event, Developer shall deposit with the City of Pittsburg the amount that Developer and the City of Pittsburg City Engineer agree in writing is the Developer's appropriate proportionate share of the cost of such improvements. Upon the deposit of such sums with the City of Pittsburg, the restriction on the issuance of building permits, if any, with respect to such improvement shall be eliminated.	Not Applicable (at this time)	
22	a)	Traffic Control Plan: Developer shall obtain an encroachment permit and submit a traffic control plan for all construction related activities affecting the public right-of-way.	Not Applicable (at this time)	
23	b)	Summit Way Extension: Subject to prior written approval from the Antioch and Pittsburg City Engineers, Summit Way shall be extended into the subdivision to provide an additional point of pedestrian and vehicular access from James Donlon Boulevard. The extended street shall consist of a 40-foot-wide roadway and sidewalks that are at least six feet wide in accordance with the City of Pittsburg's standards, and comply with all other applicable City standards.	Not Applicable (at this time)	

DA Section	Condition/Requirement	Status	Comments	Action Items
24 c)	Buchanan Road Dedication and Widening: Prior to the first occupancy in the Project, Developer shall dedicate Buchanan Road right-of-way along the project frontage to provide 59 feet from centerline to property line or as requested by the City Engineer in writing. This represents half the width of the City's residential arterial standard. There shall be a transition to existing roadway improvements as approved and determined by the City Engineer in writing. Developer shall also provide all frontage improvements and reconstruct Buchanan Road as necessary to City Standards for a Residential Arterial Street as determined by the City Engineer, providing a consistent two percent maximum cross slope, Class II bicycle lane, sidewalk, and repair any pavement failure areas along the south Buchanan Road project frontage, from Highlands Ranch subdivision to the Contra Costa Canal, approximately 2,870 linear feet. The City Engineer, in writing, may allow occupancy if this work is underway.	Not Applicable (at this time)		
25 d)	Developer shall install a fully actuated and interconnected traffic signal system at the proposed Somersville Road/Sequoia Drive intersection at the time that Sequoia Drive is connected to Somersville Road. This includes left and right turning lanes to and from Sequoia Drive on Somersville Road.	Not Applicable (at this time)		
26  e)	Traffic Improvements: Developer shall design and construct the following improvements prior to issuance of a building permit for the 551st dwelling unit. These improvements shall be made with prior written approval of the City Engineer.	Not Applicable (at this time)		
27 1)	An additional eastbound left turn lane and an additional northbound left turn lane at the Somersville Road/Buchanan Road intersection along with appropriate traffic signal modifications. This improvement shall not be required if deemed infeasible by the City Engineer during the design process. If acquisition of additional right-of-way is required for this improvement, this improvement will be deemed infeasible. In addition, this improvement shall not be required if ECCRFFA or the City have extended James Donlon Boulevard to Kirker Pass Road or if the City of Pittsburg and TRANSPLAN have approved control point metering of traffic on Kirker Pass Road to 1,400 vehicles per hour during the afternoon peak hour in which case Developer shall design, construct, and fund implementation of such metering near City limits during the p.m. peak commute period.	Not Applicable (at this time)		
28 2)	An additional westbound through lane on Buchanan Road along the approach to and departure from Harbor Street. This improvement shall not be required if deemed infeasible by the City Engineer in writing during the design process. If acquisition of additional right-of-way is required for this improvement, this improvement will be deemed infeasible. In addition, this improvement shall not be required if ECCRFFA or the City has extended James Donlon Boulevard to Kirker Pass Road.	Not Applicable (at this time)		
29 3)	An additional westbound through lane on Buchanan Road along the approach to and departure from Loveridge Road. This improvement shall not be required if deemed infeasible by the City Engineer in writing during the design process. If acquisition of additional right-of-way is required for this improvement, this improvement will be deemed infeasible. In addition, this improvement shall not be required if ECCRFFA or the City has extended James Donlon Boulevard to Kirker Pass Road.	Not Applicable (at this time)		
30 4)	An additional eastbound through lane on Buchanan Road along the approach to and departure from Ventura Drive. This improvement shall not be required if deemed infeasible by the City Engineer in writing during the design process. If acquisition of additional right-of-way is required for this improvement, this improvement will be deemed infeasible. In addition, this improvement shall not be required if ECCRFFA or the City has extended James Donlon Boulevard to Kirker Pass Road or if the City of Pittsburg and TRANSPLAN have approved control point metering of traffic on Kirker Pass Road to 1,400 vehicles per hour during the afternoon peak hour in which case Developer shall design, construct, and fund implementation of such metering near City limits during the p.m. peak commute period.	Not Applicable (at this time)		
31 5)	An additional eastbound through lane on Buchanan Road along the approach to and departure from Tuscany Meadows Drive. This improvement shall not be required if ECCRFFA or the City has extended James Donlon Boulevard to Kirker Pass Road or if the City of Pittsburg and TRANSPLAN have approved control point metering of traffic on Kirker Pass Road to 1,400 vehicles per hour during the afternoon peak hour in which case Developer shall design, construct, and fund implementation of such metering near City limits during the p.m. peak commute period.	Not Applicable (at this time)		
32 6)	An additional eastbound through lane on Buchanan Road along the approach to and departure from the Entrance to Parcel A prior to occupancy of this Project's multifamily residential units. This improvement shall not be required if ECCRFFA or the City has extended James Donlon Boulevard to Kirker Pass Road or if the City of Pittsburg and TRANSPLAN have approved control point metering of traffic on Kirker Pass Road to 1,400 vehicles per hour during the afternoon peak hour in which case Developer shall design, construct, and fund implementation of such metering near City limits during the p.m. peak commute period.	Not Applicable (at this time)		
33 7)	Left and right turning lanes to and from Sequoia Drive on Somersville Road.	Not Applicable (at this time)		
34  f)	Other Traffic Improvements: Developer shall design and construct the following improvements prior to the issuance of the first building permit, with prior written approval of the City Engineer:	Not Applicable (at this time)		
35 1)	A fully actuated and interconnected traffic signal system at the proposed Buchanan Road/Tuscany Meadows Drive intersection.	Not Applicable (at this time)		
36 2)	Westbound left-turn/acceleration lanes and eastbound right-turn/acceleration lanes at the proposed Buchanan Road/Tuscany Meadows Drive intersection.	Not Applicable (at this time)		
37 3)	Bus turnouts, bus shelters, and bicycle racks on both sides of Buchanan Road adjacent to Tuscany Meadows Drive. Improvements to the north side of Buchanan Road that are deemed infeasible by the City Engineer in writing shall not be required. If additional right-of-way is required for these improvements, the construction of these improvements will be deemed infeasible.	Not Applicable (at this time)		
38 4)	Provide Class II bicycle lane and sidewalk along north side of Buchanan Road. The sidewalk improvement shall not be required if deemed infeasible by the City Engineer in writing during the design process.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
39	5) A direct multi-use pathway between the project and the Delta de Anza Regional Trail for use by pedestrians and bicyclists. The required timing of these improvements may be adjusted by the City Engineer to accommodate acquisition of necessary access rights.	Not Applicable (at this time)		
40	6) Left and right turning lanes to and from Entrance to Parcel A on Buchanan Road prior to occupancy of this Project's multifamily residential units.	Not Applicable (at this time)		
41	g) When Tuscany Meadows Drive is connected to James Donlon Boulevard, Developer shall redesign and reconstruct the intersection of Tuscany Meadows Drive/James Donlon Boulevard to eliminate the westbound free-right turn, including removal of a raised island to the written satisfaction of the City Engineer.	Not Applicable (at this time)		
42	h) When Tuscany Meadows Drive is connected to James Donlon Boulevard, a physical barrier may be installed, as determined by the City Engineer in writing, to prohibit public vehicle access from James Donlon Boulevard and allowing emergency vehicle access.	Not Applicable (at this time)		
43	i) Developer shall design and construct a fully actuated and interconnected traffic signal system at the Buchanan Road/Entrance to Parcel A intersection prior to occupancy of this Project's multifamily residential units.	Not Applicable (at this time)		
44	 Article IV - Obligations of the City			
45	Section 4.01 Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.	Compliant		
46	Section 4.02 Processing of Annexation and Central Valley Project Inclusion. City shall promptly, in cooperation with Developer, process all documents necessary to achieve annexation of the Property to the City, CCWD, and Delta Diablo and inclusion into the Central Valley Project area.	Compliant		
47	 Section 4.03 Availability of Public Services.			
48	a) General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.	Not Applicable (at this time)		
49	b) Construction Water. City shall make construction water available to the Project by allowing the Project access to the City's water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. Developer shall provide backflow prevention for all points of connection to the City's potable water supply system and the volume of water consumed shall be tracked with the use of a City-issued hydrant meter. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.	Not Applicable (at this time)		
50	Section 4.04 Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 4.04.	
51	 Section 4.05 Reimbursement of Infrastructure Costs.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 4.05.	
52	a) Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as built" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
53 b)	City's Authorization of Reimbursement. Notwithstanding any other provision of this Section or of this Agreement or VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.05(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City. Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond with thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds with thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars (\$100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.	Not Applicable (at this time)		
54 Section 4.06	James Donlon Extension. Developer shall be entitled to build out the Project prior to construction of the James Donlon Extension, to the extent consistent with CEQA. Developer shall not be required to provide a connection to the James Donlon Extension until the James Donlon Extension is completed and the portion of the Project contiguous to the connection is constructed.	Compliant		
55 Section 4.07	Parkland Dedication In Lieu Fee. Developer and City agree that the park in-lieu fee valuation is currently Ten Dollars and Twenty Seven Cents (\$10.27) per square foot (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2019 reflecting 2018 increases. The timing of the payment of the park in-lieu fee shall be satisfied through compliance with the Municipal Code or a separate agreement between Developer and the City.	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for design review or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
56 Section 4.08	The Project will provide for its fair share of the cost of the water storage, pump station, and transmission pipeline capacity required to serve the homes in the Project in accordance with the most current City Water Master Plan. The Parties shall enter into a separate agreement memorializing such mutual obligation and which agreement shall take into account the following facts, to the extent of their relevance: (i) that a portion of the Property is included in the City's Assessment District No. 1974-1; (ii) the October 2, 1997 letter from Albert D. Seeno Construction Company; (iii) subsequent City Council action January 5, 1998 (Resolution 98-8551).	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for design review or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
57 Section 4.09	Undergrounding of Electrical Lines. The developer shall underground all overhead utilities in the subdivision in accordance with Pittsburg Municipal Code 12.36.120 and 12.36.130. City shall cooperate with and assist Developer in applying for Rule 20A funds to be used towards the cost of undergrounding the electrical lines of Buchanan Road in front of the Project Site.	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for design review or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
58 Article V - Cooperation - Implementation				
59 Section 5.01	Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:			
60 a)	Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement.	Compliant		
61 b)	Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 4.05.	
62 Section 5.02	Timely Submittals By Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for engineering or building permits for the project.	

DA Section	Condition/Requirement	Status	Comments	Action Items
63 Section 5.03	Timely Processing By City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (a) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (b) if legally required, providing notice and holding public hearings; and (c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for engineering or building permits for the project.	
64 Section 5.04	Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals. City shall cooperate with Developer to obtain any and all approvals from Contra Costa County related to the construction or operation of the Drainage Improvements. City shall also cooperate with Developer, CCWD and the Bureau of Reclamation (the "Bureau") in all matters related to CCWD's application to the Bureau to expand the place of use of Central Valley Project water to include the Project Site.	See Comments/Action Items	The City has cooperated with the Developer in finalizing the Planning Survey Report (PSR) necessary for Habitat Conservation Plan (HCP) compliance. Developer submitted the final PSR to the Bureau as part of its application for CVP inclusion.	
65  Section 5.05	Lighting and Landscaping District, Park Maintenance.	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for design review or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
66 a)	Developer agrees that the Project Site will be annexed into the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324 ("LLD"), as well as City's Community Facilities District 2007-1 for park maintenance ("CFD").	Not Applicable (at this time)		
67 b)	Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.	Not Applicable (at this time)		
68 Section 5.06	Public Safety Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2005-1, as adopted pursuant to Resolution No. 05-10342 (the "Public Safety Services") at no cost to the City, in order to provide for police and other emergency services to the Project Site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot.	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for design review or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
69 Section 5.07	Fire Services CFD. Developer agrees to annex the Project Site into the City's existing Community Facilities District 2017-1 (Fire Facilities and Fire Safety and Emergency Services) as adopted pursuant to Resolution 17-13311, at no cost to the City, to provide fire protection and emergency services for the Project Site. This process shall be completed to the satisfaction of the City Manager, prior to the recordation of the first final map for the Project. Each legal residential lot located on the Project Site will be required to pay the levy for this district no earlier than the issuance of a certificate of occupancy for such lot (such levy shall not go into effect for any certificate of occupancy issued for model homes in the Project until such model home is transferred to a third party homebuyer).	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for design review or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
70 Section 5.08	General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be One Hundred Twenty-five Dollars (\$125) per building permit.	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for design review or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
71  Section 5.09	Assessment Districts or Other Funding Mechanisms.			
72 a)	City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.09 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.	See Comments/Action Items	As of October 29, 2020, the Developer has not submitted applications for design review or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
73 b)	At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, geologic hazard abatement district, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City funds. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
74 Section 5.10	Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City or otherwise as determined in the applicable Subdivision Improvement Agreement.	Not Applicable (at this time)		
75  Article VI - Standards, Laws and Procedures Governing the Project				
76 Section 6.01	Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.	Compliant		
77 Section 6.02	Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.	Compliant		
78 Section 6.03	Applicable Law. "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.	Compliant		
79 Section 6.04	Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.	Compliant		
80 Section 6.05	Moratorium And Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.	Compliant		
81 Section 6.06	Environmental Mitigation. The parties understand that the EIR for the Project is a project level CEQA document intended to be used in connection with each of the Project Approvals and Subsequent Approvals needed for the Project. Consistent with the CEQA policies and requirements applicable to the EIR, City agrees to use the EIR in connection with the processing of any Subsequent Approval to the extent allowed by law. City agrees not to impose on Developer any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the Mitigation Monitoring Program described in the FEIR, specifically required by Applicable Law, or as properly required through the design or architecture review process as long as such mitigation measures or other conditions are imposed in a manner consistent with applicable design review guidelines.	Compliant		
82 Section 6.07	Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities.	Compliant		
83 Section 6.08	State and Federal Law. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("Changes in the Law"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.	Compliant		
84  Section 6.09	Timing of Project Construction and Completion.			

DA Section	Condition/Requirement	Status	Comments	Action Items
85 a)	Project Phasing. The Project is expected to be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors.	Compliant		
86 b)	The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.09(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law.	Compliant		
87 c)	Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof.	Compliant		
88 Section 6.10	Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.10 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto.	Compliant		
89 Section 6.11	City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.	Compliant		
90  Article VII - Amendment				
91  Section 7.01	Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 7.01.	
92 a)	Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "Administrative Project Amendment" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.	Not Applicable (at this time)		
93 b)	Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.	Not Applicable (at this time)		
94  Section 7.02	Amendment of This Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 7.02.	
95 a)	Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("Administrative Agreement Amendment"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project.	Not Applicable (at this time)		

DA Section	Condition/Requirement	Status	Comments	Action Items
96 b)	Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.	Not Applicable (at this time)		
97 c)	Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.	Not Applicable (at this time)		
98 Article VIII - Assignment, Transfer and Notice				
99 Section 8.01	Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Article VIII.	
100 Section 8.02	Transfer Agreements.	Not Applicable (at this time)		
101 a)	In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.	Not Applicable (at this time)		
102 b)	Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars (\$10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.	Not Applicable (at this time)		
103 c)	Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.	Not Applicable (at this time)		
104 Section 8.03	Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than ten (10) lots to a single retail builder or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.	Not Applicable (at this time)		
105 Section 8.04	Notice of Compliance Generally. Subject to City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "Notice of Compliance," in recordable form, duly executed and acknowledged by City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.	Not Applicable (at this time)		
106 Article IX - Cooperation in the Event of Legal Challenge				
107 Section 9.01	Cooperation.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Article IX.	

DA Section	Condition/Requirement	Status	Comments	Action Items
108 a)	Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.	Not Applicable (at this time)		
109 b)	Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.	Not Applicable (at this time)		
110 c)	The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.	Not Applicable (at this time)		
111 Section 9.02	Cure; Reapproval.	Not Applicable (at this time)		
112 a)	If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:	Not Applicable (at this time)		
113 i)	If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.	Not Applicable (at this time)		
114 ii)	Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a nine hundred seventeen (917) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including, but not limited to, a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.	Not Applicable (at this time)		
115 b)	The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.	Not Applicable (at this time)		
116 Article X - Default, Remedies, Termination				

DA Section	Condition/Requirement	Status	Comments	Action Items
117 Section 10.01	Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "Complaining Party") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("Default Notice") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the "Defaulting Party"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 10.01.	
118 Section 10.02	Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 10.02.	
119 Section 10.03	Periodic Review	See Comments/Action Items	The City has conducted its second Annual Review of the Development Agreement. As of October 29, 2020, both parties were compliant with the DA.	
120 a)	Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Five Thousand Dollars (\$5,000) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars (\$10,000)). The Five Thousand Dollars (\$5,000) shall be increased annually thereafter by the CPI for the San Francisco-Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.	Compliant		
121 b)	Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.	See Comments/Action Items	Notice of the Annual Review was given to the Developer on November 3, 2020.	
122 c)	Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.	Compliant		
123 d)	Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.	Compliant		
124 e)	Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.	See Comments/Action Items	Written Notice of Compliance will be sent to the Developer upon conclusion of the Annual Review.	
125 Section 10.04	Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 10.04.	

DA Section	Condition/Requirement	Status	Comments	Action Items	
126	Section 10.05	Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are t due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 10.05.	
127	Section 10.06	Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 10.06.	
128	Section 10.07	California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.	Compliant		
129	Section 10.08	Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.08 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.08 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of Section 10.08.	
130	Section 10.09	Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.	Not Applicable		
131	Article XI - No Agency, Joint Venture or Partnership				
132		It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein: (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "Public Improvements") are all public works of improvement City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.	Compliant		
133	Article XII - Miscellaneous				
134	Section 12.01	Section 12.01 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.	Not Applicable		

DA Section	Condition/Requirement	Status	Comments	Action Items
135 Section 12.02	Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.	Compliant		
136 Section 12.03	Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.	Not Applicable		
137 Section 12.04	Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.	Compliant		
138 Section 12.05	Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.	Compliant		
139 Section 12.06	Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.	Compliant		
140 Section 12.07	Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.	Not Applicable		
141 Section 12.08	Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.	Not Applicable		
142 Section 12.09	Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by FedEx or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties.	Compliant		
143 Section 12.10	Entire Agreement, Counterparts And Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of thirty-two (32) pages and three (3) exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes: Exhibit A - Legal Description; Exhibit A-1 - Project Site Diagram; Exhibit B - Applicable Fees	Not Applicable		
144 Section 12.11	Recordation Of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.	See Comments/Action Items	The DA was recorded at the Contra Costa County Clerk-Recorder on December 26, 2018 (DOC 2018-0205803-00)	
145				
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147				

148	DA Section	Condition/Requirement	Status	Comments	Action Items

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of Liberty Subdivision)
Development Agreement Between The)
City of Pittsburgh and Forecast Land) RESOLUTION NO. 20-
Development, LLC and Determination)
as to Compliance With Development)
Agreement)

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, a Development Agreement between the City of Pittsburgh and Forecast Land Investment, LLC, was executed on June 28, 2018, for the Liberty Subdivision; and

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Liberty Subdivision Development Agreement was conducted in 2019, and on November 18, 2019, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and

correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Liberty DA – 2020 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Liberty Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Liberty Subdivision Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of December, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

DA Section	Condition/Requirement	Status	Comments	Action Items
Article II - Effective Date; Term				
Section 2.01	Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date").	See Comments/Action Items	The ordinance approving this development agreement was introduced by City Council on June 4, 2018 and adopted on June 18, 2018.	
Section 2.02	Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the "Term"). However, at such time as Developer has complied with all conditions in this Agreement, and upon the City Manager's written authorization, this Agreement shall terminate and be of no further effect between the parties. The termination shall not alter any of the Project Approvals and related matters as to the Project.	See Comments/Action Items	Based on the effective date of June 18, 2018, this development agreement would expire in 2028.	
Article III - Obligations of Developer				
Section 3.01	Obligations of Developer Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:	Not Applicable		
Section 3.02	Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time.	In Progress	These fees are currently being paid as part of each building permit issued for the project.	
Section 3.03	Water Infrastructure. Developer shall comply with the 2015 Water System Master Plan, as amended.	Compliant		
Section 3.04	Applicable Fees. City may levy development fees and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, or which are in effect at the time payment of those fees are due as more particularly described and according to the payment schedule set forth on Exhibit B ("Applicable Fees"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.	Compliant		
Section 3.05	Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 et seq., not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Compliant		
Section 3.06	City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07-10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approves a new AB 1600 fee study and/or authorizes a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.		These fees are currently being paid as part of each building permit issued for the project.	
Section 3.07	Regional Traffic Fee. Developer shall the ECCRFA Regional Transportation Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the Developer obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News Record Construction Costs Index-San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Developer shall pay the fees prior to issuance of a Building Permit. If no Building Permit is required, then Developer shall pay the fees at a time consistent with PMC Section 15.103 in the amount in effect when the Project commences pursuant to PMC Section 15.103.		These fees are currently being paid as part of each building permit issued for the project.	
Section 3.08	Fees, Assessments and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "Funding Mechanisms") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.	Compliant		

DA Section	Condition/Requirement	Status	Comments	Action Items
13  Section 3.09	Affordable Housing. Developer shall comply with PMC 18.86.080 by constructing six (6) rental secondary dwelling units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "Affordable Housing Agreement") attached as Exhibit C which further memorializes the provisions of this Section 3.09 and is consistent with applicable law, including Pittsburgh Municipal Code Chapter 18.50. Developer agrees that the secondary dwelling units referenced in this Section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager.	In Progress	Deed-restricted ADUs are to be built on Lot Nos. 7, 11, 16, 20, 26, and 42. Staff has received copies of the Secondary Unit Regulatory Agreements for each of these ADUs.	
14 a)	Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include, but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement.	Compliant		
15 b)	Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement.	Not Applicable	The City has not rescinded its affordable housing ordinance as of the time of this periodic review.	
16  Section 3.10	Security Improvements			
17 a)	Developer shall pay to the City the actual cost incurred by the City (not to exceed Fifty Thousand Dollars (\$50,000.00) towards funding the acquisition and installation a security camera at the entrance to the Property or other location as determined by the City. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice.	In Progress		
18 b)	Developer shall install the basic home security wiring implement wireless technology in the Project homes (defined herein as wiring for a basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner.	In Progress	Planning staff inspects each home for compliance with this requirement prior to issuance of a certificate of occupancy.	
19 Section 3.11	Solar Roof System. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense.	Compliant	The developer has installed pre-wiring for solar systems on all homes. Wiring and solar panels have been installed on one of the model homes.	
20 Section 3.12	The Developer shall replace any and all trees that are removed as part of the construction of the Project with the appropriate number of new trees pursuant to the City's Tree Ordinance. Developer shall cause the Project to maintain said trees in an appropriate manner pursuant to the City's Tree Ordinance.	Compliant	To comply with the City's Tree Preservation Ordinance and the project's Tree Removal Permit, the developer has paid an in lieu fee of \$4,800. Additionally, the developer has installed twelve (12), 24" box size trees along Central Avenue which will be designated protected trees. The trees have been mapped in the City's Protected Tree layer.	
21 Section 3.13	Off-Site Improvements. Developer shall provide off-site improvements for a left turn lane from Central Avenue into the Project.	In Progress	Planning staff will inspect for a left turn lane from Central Avenue into the Project prior to issuance of last certificates of occupancy.	
22  Article IV - Obligations of the City				
23 Section 4.01	Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.	Not Applicable		
24  Section 4.02	Availability of Public Services			
25 a)	General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.	Compliant		
26 b)	Construction Water. City shall make construction water available to the Project by allowing the Project access to the City's existing water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. Developer shall provide backflow prevention for all points of connection to the City's potable water supply system and the volume of water consumed shall be tracked with the use of a City-issued hydrant meter. City shall also allow Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.	Compliant		
27 Section 4.03	Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.	Compliant		
28  Section 4.04	Reimbursement of Infrastructure Costs			

DA Section	Condition/Requirement	Status	Comments	Action Items
29	a)	Compliant		
30	b)	Compliant		
31	Section 4.05	In Progress		
32	 Article V - Cooperation - Implementation			
33	 Section 5.01			
34	a)	Compliant		
35	b)	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
36	Section 5.02	Compliant		

DA Section	Condition/Requirement	Status	Comments	Action Items
37 Section 5.03	Timely Processing by City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (i) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.	Compliant		
38 Section 5.04	Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals.	Compliant		
39  Section 5.05	Landscaping and Lighting District, Park Maintenance, C.3 Facilities.			
40 a)	Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2007-1 (Park Maintenance Services), and the City's Community Facilities District 2016-1 (Maintenance of Project Facilities) for maintenance of off-site C.3 facilities. This process shall be completed to the satisfaction of the City Manager and City Attorney prior to the recordation of the first final map for the project. Each legal residential lot located within the Project Site will be required to pay the levy by the CFD no earlier than the issuance of a building permit for such lot. Developer understands that the project Site is included in the City's existing Citywide Landscaping and Lighting Assessment District, as established pursuant to City Resolution No. 88-7324 ("LLD"). To the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein.	Compliant		
41 b)	Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.	Compliant		
42 Section 5.06	Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2005-1, as adopted pursuant to Resolution No. 05-10342 (Public Safety Services) at no cost to the City, to provide for police services for the Project Site. This process shall be completed to the satisfaction of the City Manager and the City Attorney, before recordation of the first final map for the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot.	Compliant		
43 Section 5.07	Fire Services CFD. Developer agrees to annex the Project Site into the City's existing Community Facilities District 2017-1 (Fire Facilities and Fire Safety and Emergency Services), as adopted pursuant to Resolution No. 17-13311, at no cost to the City, to provide fire protection and emergency services for the Project Site. This process shall be completed to the satisfaction of the City Manager, prior to the recordation of the first final map for the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the CFD no earlier than the issuance of a building permit for such lot.	Compliant		
44 Section 5.08	Parkland Dedication In-Lieu Fee. The Developer shall pay an In-Lieu Parkland Dedication Fee on a per permit basis to the Engineering Department prior to the issuance of a building permit for the project per PMC section 17.32.020.D.2. Developer shall receive a fee credit for fifty percent of the acreage of the private lot provided for the project. The park in-lieu fee valuation is currently ten dollars and twenty seven Cents per square foot (\$10.27/sf), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2019 reflecting 2018 increases. With the applied credit, Developer shall pay an in-lieu fee of \$7,917 per dwelling unit.	In Progress	These fees are currently being paid as part of each building permit issued for the project.	
45  Section 5.10	Assessment Districts or Other Funding Mechanisms.			
46 a)	City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.08 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.	Compliant		
47 b)	At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.	Compliant		

DA Section	Condition/Requirement	Status	Comments	Action Items
48 Section 5.11	Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement.	Compliant		
49 Section 5.12	General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be \$125.00 per building permit.	In Progress	These fees are currently being paid as part of each building permit issued for the project.	
50 Section 5.13	Refuse Management Plan. Prior to issuance of the first building permit, Developer shall submit to, and receive written approval from, the City Planning Manager of a proposed refuse management plan addressing, among other matters, the routes for the solid waste company servicing the Project to access and otherwise provide service to the Project.	Compliant		
51  Article VI - Standards, Laws and Procedures Governing the Project				
52 Section 6.01	Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.	Compliant		
53 Section 6.02	Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.	Compliant		
54 Section 6.03	Applicable Law. "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.	Compliant		
55 Section 6.04	Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.	Compliant		
56 Section 6.05	Moratorium and Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
57 Section 6.06	Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities	Compliant		
58 Section 6.07	State and Federal Law. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("Changes in the Law"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
59  Section 6.08	Timing of Project Construction and Completion.			

DA Section	Condition/Requirement	Status	Comments	Action Items
60 a)	Project Phasing. The Project may be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors.	See Comments/Action Items	Compliant - For information purposes, the developer has applied for building permits for 27 of 57 units as of October 29, 2020.	
61 b)	The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law.	Compliant		
62 c)	Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof.	Compliant		
63 Section 6.09	Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto.	Compliant		
64 Section 6.10	City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.	Compliant		
65 Article VII - Amendment				
66 Section 7.01	Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
67 a)	Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "Administrative Project Amendment" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.	Not Applicable		
68 b)	Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.	Not Applicable		
69 Section 7.02	Amendment of this Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
70 a)	Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("Administrative Agreement Amendment"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project.	Not Applicable		

DA Section	Condition/Requirement	Status	Comments	Action Items
71 b)	Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.	Not Applicable		
72 c)	Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.	Not Applicable		
73 Article VIII - Assignment, Transfer and Notice				
74 Section 8.01	Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
75 Section 8.02	Transfer Agreements	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
76 a)	In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.	Not Applicable		
77 b)	Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars (\$10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.	Not Applicable		
78 c)	Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.	Not Applicable		
79 Section 8.03	Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than ten (10) lots to a single retail builder or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
80 Section 8.04	Notice of Compliance Generally. Subject to City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "Notice of Compliance," in recordable form, duly executed and acknowledged by City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.	See Comments/Action Items	As of October 29, 2020 there has been no need to exercise the provisions of this subsection.	
81 Article IX - Cooperation in the Event of Legal Challenge				
82 Section 9.01	Cooperation			

DA Section	Condition/Requirement	Status	Comments	Action Items
83 a)	Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.	Compliant		
84 b)	Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.	Compliant		
85 c)	The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.	Compliant		
86 Section 9.02	Cure; Reapproval			
87 a)	If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
88 i)	If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.	Not Applicable		
89 ii)	Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a fifty seven (57) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.	Not Applicable		
90 b)	The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.	Not Applicable		
91 Article X - Default, Remedies, Termination				

DA Section	Condition/Requirement	Status	Comments	Action Items
92 Section 10.01	Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "Complaining Party") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("Default Notice") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the "Defaulting Party"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
93 Section 10.02	Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
94 Section 10.03	Periodic Review			
95 a)	Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Five Thousand Dollars (\$5,000) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars (\$10,000)). The Five Thousand Dollars (\$5,000) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2019 reflecting 2018 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.	In Progress	The City has conducted its second Annual Review of the DA. As of October 22, 2019, both parties were compliant with the DA. On November 3, 2020, the City requested the developer pay \$5,000 to cover the cost of the annual review.	
96 b)	Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.	Compliant	Notice of the Annual Review was given to the Developer on November 3, 2020.	
97 c)	Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.	Compliant		
98 d)	Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.	Not Applicable		
99 e)	Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.	In Progress		

DA Section	Condition/Requirement	Status	Comments	Action Items
100 Section 10.04	Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
101 Section 10.05	Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
102 Section 10.06	California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.	Compliant		
103 Section 10.07	Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
104 Section 10.08	Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
105 Section 10.09	Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.	See Comments/Action Items	As of October 29, 2020, there has been no need to exercise the provisions of this subsection.	
106 Article XI - No Agency, Joint Venture or Partnership				
107	It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "Public Improvements") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.	Compliant		
108 Article XII - Miscellaneous				
109 Section 12.01	Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.	Not Applicable		

DA Section	Condition/Requirement	Status	Comments	Action Items
110	Section 12.02	Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.	Compliant	
111	Section 12.03	Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.	Not Applicable	
112	Section 12.04	Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.	Compliant	
113	Section 12.05	Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.	Compliant	
114	Section 12.06	Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.	Not Applicable	
115	Section 12.07	Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.	Not Applicable	
116	Section 12.08	Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.	Not Applicable	
117	Section 12.09	Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties.	Compliant	
118	Section 12.10	Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 27 pages and four exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes: Exhibit A - Legal Description; Exhibit A-1 - Project Site Diagram; Exhibit B - Applicable Fees; Exhibit C - Affordable Housing Agreement	Not Applicable	
119	Section 12.11	Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.	Compliant	
120				
121				

	DA Section	Condition/Requirement	Status	Comments	Action Items
122					
123					

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of Trans Bay Cable	)	
Development Agreement Between The	)	
City of Pittsburgh and Trans Bay Cable	)	RESOLUTION NO. 20-
LLC and Determination as to	)	
<u>With Development Agreement</u>	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, a Development Agreement between the City of Pittsburgh and Trans Bay Cable, LLC, was executed on November 27, 2006, for the Trans Bay Cable Project; and

WHEREAS, a 1st Amendment to the Development Agreement was executed on August 31, 2007; and

WHEREAS, a 2nd Amendment to the Development Agreement was executed on November 15, 2010; and

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Trans Bay Cable Development Agreement was conducted in 2019, and on November 18, 2019, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Trans Bay Cable DA – 2020 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Trans Bay Cable Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Trans Bay Cable Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of December, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Trans Bay Cable DA - 2020 Annual Review

Resolution "Exhibit 1"



DA Section	Condition/Requirement	Status	Comments
Section 1 - General Acknowledgements			
	The parties acknowledge that: (a) the City has entered into this Agreement pursuant to the Development Agreement Statutes and its police power in order to address public health and safety and general welfare concerns including those relating to the amount, density, intensity and timing of development on the Project Site and the need for public facilities and infrastructure in connection with the Project Site and other property in the area; (b) there is a certain authority under the police power to address public health and safety concerns that cannot be legally relinquished or restricted by this Agreement and that such authority intended to be reserved and hereby is reserved to City hereunder; and (c) nothing herein shall be construed to limit or restrict the exercise by the City of its power of eminent domain.	Not Applicable	
Section 2 - General Provisions			
2.01	Property Description. The legal description of the Project Site is specifically set forth on Exhibit A, attached hereto and made a part hereof.	Not Applicable	
2.02	Location of Project Site. The Project Site is located in the City and consists of a total of approximately 7.72 acres.	Not Applicable	
2.03	Effective Date. This Agreement shall be binding as to TBC upon TBC's execution hereof, with an effective date ("Effective Date") as of the effective date of the ordinance adopting the Agreement.	See Comments/Action Items	Ordinance No. 06-1278 approving the DA was adopted on November 27, 2006. 1st Amendment allowing a reduction in the size of the converter station and use of HVDC Plus Technology was entered into on August 21, 2007. 2nd Amendment extending the term of the DA to November 27, 2036 was entered into on November 15, 2010.
2.04	Term. The term of this Agreement shall commence upon the Effective Date and shall extend thirty (30) years thereafter, unless the term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual, written consent of the parties.	Not Applicable	This text is from the 2nd Amendment to the DA
2.05	Expiration of Term. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect.	Not Applicable	
2.06	Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.	Not Applicable	
2.07	Enforceability of Agreement. City and TBC agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, the Existing Rules or any other land use ordinances or building ordinances, resolutions or ordinances or other regulations adopted by the City which changes, alters or amends the Existing Rules applicable to the development of the Project Site at the time of the approval of this Agreement as provided by Government Code Sections 65866 and 65867.5. This Agreement shall not prevent City from denying or conditionally approving any subsequent development project application by a third party not a successor-in-interest hereto on the basis of such existing or new rules, regulations and policies.	Not Applicable	
2.08	Further Assurances. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.	Not Applicable	
2.09	Enforcement of Covenants. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, Section 1468 of the Civil Code of the State of California.	Not Applicable	
2.10	Covenants Run With The Land. Except as otherwise specified herein, all of the terms, provisions, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors, and assigns, and all other persons or entities acquiring all or any portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever, and the rights thereof shall inure to the benefit of such parties and their respective heirs, successors and assigns.	Not Applicable	
2.11	Constructive Notice. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site.	Not Applicable	

	DA Section	Condition/Requirement	Status	Comments
15	Section 3 - Definitions			
16		Reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term.	Not Applicable	
17	3.01	Approvals. Any and all permits or approvals of any kind or character required under the terms of this Agreement to develop the Project Site in the manner as described herein.	Not Applicable	
18	3.02	Building Ordinances. Those building standards, of general application and not imposed solely with respect to the Project Site, in effect from time to time that govern building and construction standards, including, without limitation, the City's building, plumbing, electrical, mechanical, grading, swimming, pool, sign, and fire codes.	Not Applicable	
19	3.03	CEQA. CEQA means the California Environmental Quality Act, California Public Resources Code section 21000, et seq., and the State CEQA Guidelines, (California Code of Regulations, title 14, section 15000, et seq.), as each is amended from time to time.	Not Applicable	
20	3.04	City. City of Pittsburg, County of Contra Costa, State of California.	Not Applicable	
21	3.05	Comprehensive Payment In Lieu of Fees. The comprehensive payment in lieu of fees ("CPIF") means a payment to City or PPC that represents the liquidated value of all application, processing and development impact fees and other monetary exactions on development of any form or description that exist as of August 2, 2004, or could thereafter be adopted or increased, as established by City, PPC, or any City entity, and which further represents payment in lieu of any other compensation of any kind or description to which City, Agency, PPC or any City entity could claim or be entitled to for having facilitated the Project as it exists as of November 15, 2010, and as described in this Agreement. The parties expressly acknowledge that, by virtue of the adoption of this Agreement, City is waiving any constitutional or statutory authority that may now exist or hereafter be established to levy and assess any application, processing or development impact fee as to the Project, or any general or special tax that is not generally applicable to all commercial property situated within the City, and is accepting the CPIF as full compensation and satisfaction thereof. The CPIF does not include and is not intended to replace (a) generally assessed property taxes, (b) generally assessed sales and use taxes, (c) generally assessed franchise fees, (d) lease payments to PPC for the real property located at 590 West Tenth Street, Pittsburg, (e) any fees, assessments, taxes or other levies of any type or nature which the City may validly impose on new applications for Project approvals submitted by TBC after November 15, 2010, or (f) any financial benefit to City, Agency or PPC from the Project received on or before the effective date of the Second Amendment hereto, or received thereafter under the Settlement Agreement.	Not Applicable	This text is from the 2nd Amendment to the DA
22	3.06	Development. The improvement of the Project Site for purposes of constructing the structures, improvements and facilities comprising the Project including, without limitation: grading, the construction and installation of infrastructure and public facilities related to the Project whether located within or outside the Project Site; the construction of structures and building; and the installation of landscaping; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof.	Not Applicable	
23	3.07	Development Agreement Statutes. Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date.	Not Applicable	
24	3.08	Development Approval(s). Site-specific permits and other entitlements to use of every kind and nature approved or granted by the City in connection with the Development.	Not Applicable	
25	3.09	Enacting Ordinance. Ordinance No. 06-1278 enacted by the City Council on November 27, 2006, approving this Agreement.	Not Applicable	
26	3.10	Existing Land Use Ordinances. The Land Use Ordinances in effect as of the Effective Date of this Agreement.	Not Applicable	
27	3.12	General Plan. The City of Pittsburg General Plan as adopted by the City Council.	Not Applicable	
28	3.13	Land Use Ordinances. The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the development of the Project Site, including but not limited to, the permitted uses of land, the density and intensity of use of land, exactions, and the timing of development, all as applicable to the development of the Project Site. Specifically, but without limiting the generality of the foregoing, Land Use Ordinances shall include the City's General Plan, the Development Plan, the City's Zoning Code, and the City's Design Review standards. The term Land Use Ordinances does not include Regulations relating to the following: the conduct of business, professions and occupations generally; taxes and assessments; the control and abatement of nuisances; encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property; and any exercise of the power of eminent domain.	Not Applicable	
29	3.14	Manager. City Manager for the City of Pittsburg.	Not Applicable	

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30	3.15	Persons. As used herein, any reference to or use of the word "person" shall mean, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.	Not Applicable	
31	3.16	Project. The Trans Bay Cable Project ("Project") shall consist of a converter station located in Pittsburg, California, a converter station located in San Francisco, California, and a submerged cable connecting the two converter stations as more particularly described in Exhibit B.	Not Applicable	
32	3.17	Project Site. That real property described in Exhibit A, attached hereto and incorporated herein.	Not Applicable	
33	3.18	Regulations. Constitutions, statutes, City ordinances, and codes, City resolutions and official policies of the City.	Not Applicable	
34	3.19	Certain Other Terms. Certain other terms shall have the meanings set forth for such terms in this Agreement.	Not Applicable	
35	Section 4 - General Development of the Property			
36	4.01	Project. The Project is further defined and described in the Project Description, attached hereto as Exhibit B, which specifies several Project requirements, including but not limited to: (i) proposed uses of the Project Site, (ii) height, size and location of buildings to be constructed on the Project Site, (iii) density and intensity of use of the property, and (iv) requirements for reservation or dedication of portions of the Project Site for public purposes. The Parties recognize that any changes or modifications to the Project, as set forth in the Project Description, may trigger legal requirements mandating City review and/or approval relating to, but not limited to, environmental, design, mitigation measures, building standards, or similar factors. Prior to implementing such changes or modifications that trigger such legal requirements, TBC shall timely seek and obtain City review and approval.	Compliant	
37	4.02	General Development. Any development of the Project on the Project Site shall be conducted in accordance with the terms and conditions of this Agreement, the Project Agreements and the Project Description. TBC's development of the Project Site, including the converter station, shall be subject to City's building standards, Design Review process, and applicable rules and regulations.	Compliant	
38	4.03	Permitted Uses. The permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site shall include a transformer, a converter station, and related facilities, subject to the following: (a) Final Environmental Impact Report ("FEIR"), and related Mitigation Monitoring Plan, (b) A landscaping buffer between Tenth Street and the actual facility, and (c) Such other uses permitted by this Agreement, insofar as this Agreement so provides or as otherwise set forth in applicable laws, ordinances, rules or regulations.	Compliant	
39	4.04	Future Approvals. The City hereby agrees that land uses sought by TBC for the Project Site are approved or will be approved pursuant to the terms of this Agreement, provided that TBC satisfactorily complies with all preliminary procedures, actions, payments and criteria applicable as of the effective date of this Agreement and generally required of Developers by the City for processing applications for developments at such time. City agrees to grant and implement the necessary land use, zoning, or site plan approvals and to grant other approvals and permits, including the Ministerial Approvals, that will accomplish or facilitate development of the Project Site for the uses and to the density or intensity of development described and shown in this Agreement pursuant to those rules, regulation policies and conditions in force on the effective date of this Agreement. Future approvals may relate to design review, parcel map(s), and building permits.	Compliant	
40	4.05	Vested Right to Develop; Applicable Rules, Regulations and Official Policies. Except as otherwise provided in this Agreement, the rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site shall be those in force on the effective date of this Agreement ("Existing Rules"). The City shall have the right to impose reasonable conditions in connection with such subsequent discretionary permit actions which are not deemed Ministerial Approvals, but such conditions and actions shall not prevent development of the Project as contemplated by this Agreement and the Development Permits. TBC shall have the right to build and implement the Project on the Project Site consistent with the terms of this and other applicable Agreements, rules and regulations.	Compliant	
41	4.06	Amendment to Applicable Ordinances. In the event the City Zoning Code is amended by the City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, TBC shall have the right to notify City in writing of TBC's desire to be subject to the new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council or by action of a City official whom the City Council may designate, such new standards shall become applicable to the Project Site.	Not Applicable	

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42 4.07	Application of New Rules, Regulations and Policies. This Agreement shall not prevent City in subsequent actions applicable to the Project Site from applying new rules, regulations and policies which do not conflict with those rules, regulations, and policies applicable to the Project Site and set forth herein; nor shall this Agreement prevent City from denying or conditionally approving any subsequent development application on the basis of such existing or new rules, regulations, and policies.	Not Applicable	
43 4.08	Changes in State and Federal Rules and Regulations. Nothing in this Agreement shall preclude the application to the development of the Project Site or changes in the City's laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code Section 65869.5.	Not Applicable	
44  Section 5 - Periodic Review			
45	City shall conduct a review of this Agreement as set forth in the following subsections. However, the City's failure to timely conduct such review shall not constitute default under this Agreement.		
46 5.01	Annual Review. City shall review the extent of good faith compliance by TBC with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement.	Compliant	
47 5.02	Procedure. Such annual review shall be conducted in accordance with the City's duly adopted Development Agreement Procedures.	Compliant	
48 5.03	Notice. City shall notify TBC in writing of the date of review at least thirty (30) days prior thereto.	Compliant	Notice of the Annual Review was given to the Developer on November 3, 2020.
49 5.04	Good-faith Compliance. During each annual review, TBC is required to demonstrate good faith compliance with the terms of this Agreement.	Not Applicable	
50 5.05	Production of Documents and Other Evidence. TBC agrees to furnish such reasonable evidence and adequate documentation of good faith compliance as the City, in the exercise of its reasonable discretion, may require.	Not Applicable	
51 5.06	Cost of Annual Review. The costs incurred by City in connection with the annual review shall be borne by TBC, up to a maximum of \$10,000 per review. Upon written request by the City, TBC shall deposit with the City up to \$10,000 per review to cover the City's costs. At the completion of the review, City shall refund any unused deposit to TBC. Failure, if any, by TBC to deposit the monies shall be grounds for declaring TBC to be in default of this Agreement and/or in noncompliance thereof, and for the City to take such action as provided herein.	In Progress	On November 3, 2020, the City sent a request to the developer to pay the cost of the annual review.
52  Section 6 - Obligations of TBC			
53 6.01	General Obligations. In consideration of City entering into this Agreement, TBC has agreed to comply with the applicable provisions of the PDA and Project Description in developing the Project and to perform certain obligations and provide certain contributions set forth therein, which City acknowledges will have an overall benefit to the public and surrounding area.	Compliant	
54 6.02	Nexus/Reasonable Relationship Challenges. TBC consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Existing Land Use Ordinances, Existing Rules or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.	Not Applicable	
55 6.03	Cooperation By TBC. TBC will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and cause TBC's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.	Compliant	
56 6.04	Other Governmental Permits. TBC shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project Site as may be required for the development of, or provision of services to, the Project.	Compliant	
57  6.05	Fees and Taxes		This section (6.05) of the DA was deleted as a result of the 2nd Amendment to the DA
65 6.06	Mitigation and Monitoring Plan. TBC shall fully comply with the Mitigation and Monitoring Plan, adopted by the City Council on November 6, 2006.	Compliant	
66 6.07	Continuing Obligations. Notwithstanding any other provision of this Agreement, TBC's obligations under Section 6.05.1- 6.05.3, inclusive, shall constitute a continuing obligation and bind TBC, its successors and/or assigns, but shall not transfer to the City, PPC, or the City's and/or PPC's successors and assigns, upon TBC's transfer of its interest(s) in the Project Site and/or Project Assets to the City and/or TBC. TBC's obligations under Section 6 shall survive this Agreement's termination.	Not Applicable	This section (6.07) of the DA was deleted as a result of the 2nd Amendment to the DA

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67	Section 7 - Obligations of City			
68	7.01	In consideration of TBC entering into this Agreement, City has agreed to the following with respect to the development of the Project Site:		
69	7.01	Processing. Upon satisfactory completion by TBC of all required preliminary actions to the satisfaction of City, City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development by TBC of the Project Site in accordance with the provisions of this Agreement including, but not limited to, the following: (a) the holding of all required public hearings; and (b) the processing and approval of all Ministerial Approvals and related matters as necessary for the completion of the development of the Project. In this regard, TBC will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder as required by the Existing Rules and shall cause TBC's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefore as required by the Existing Rules.	Compliant	
70	7.02	Standard of Review. The rules, regulations and policies that apply to any Ministerial Approvals which must be secured prior to the construction of any portion of the Project shall be the Existing Rules. Any Ministerial Approval, including without limitation a building permit, shall be approved by the City within a reasonable period of time after application is made therefore.	Compliant	
71	Section 8 - Amendments			
72	8.01	Major Amendments. A "Major Amendment" shall be any modification that makes a substantive change, modification or deviation in the terms of this Agreement or any Exhibits or Schedules attached hereto including the terms of the Project Description attached hereto as Exhibit B and related maps and attachments, as referenced in Recital F. Approval of any Major Amendment shall require a noticed hearing and must be authorized by formal action of the Planning Commission and the City Council.	Compliant	
73	8.02	Minor Amendments. A "Minor Amendment" shall be any modification that does not make a substantive change, modification or deviation in the terms of this Agreement or any Exhibits or Schedules attached hereto, including the terms of the Project Description attached hereto as Exhibit B and related maps and attachments, as referenced in Recital F. Minor Amendments shall include, but are not limited to, the size of the proposed converter station. Minor Amendments may be approved by the prior written consent of the Manager.	Compliant	
74	8.03	Discretion of Manager. The Manager has the sole discretion to determine whether any proposed change, modification, or deviation is a Major Amendment or Minor Amendment for purposes of this Agreement, or is neither and thus not requiring the Manager's or the City Council's review and approval. The Manager's determination as to the status of any Major or Minor Amendment is final. The Manager also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the City Council and not by the Manager.	Compliant	
75	Section 9 - Transfers and Assignments			
76	9.01	City's Intent. TBC has demonstrated, and the City finds that TBC possesses, the experience, reputation and financial resources to develop and maintain the Project Site in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Project Site to a high quality standard contemplated by the General Plan that the City is entering into this Agreement. Accordingly, restrictions on the right of TBC to assign or transfer the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City's General Plan and this Agreement.	Not Applicable	
77	9.02	TBC's Right to Assign or Transfer. TBC may assign or transfer any of its rights or interests under this Agreement subject to the prior written consent of City, which shall not be unreasonably withheld.	Not Applicable	
78	9.03	Restriction on Assignment Does Not Constitute an Unreasonable Restraint on Alienation. TBC agrees that the restriction on its right to transfer any of its rights or interests under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement since the restriction reserves for the City the power to prevent the transfer of any of the rights and obligations hereunder to an unreliable third party.	Not Applicable	
79	9.04	Restriction on Assignment Shall Not Prevent TBC From Conveying the Project Site. The parties agree that the restriction on assignment is limited solely to those certain vested rights created under this Agreement and such restriction shall not affect TBC's right to convey the Project Site itself.	Not Applicable	
80	9.05	Request Procedure. City shall administer the provisions of this Section through its City Manager. TBC shall notify the Manager in writing of its request for City's consent to an assignment or transfer under this Section.	Not Applicable	

DA Section	Condition/Requirement	Status	Comments
81 9.06	Additional Information. Upon receipt of a request for an assignment or transfer under this Section, the City Manager shall have the authority to require the production of additional information relating to the qualifications of the proposed assignee or transferee from TBC. TBC shall promptly furnish any and all information required under this Section as the City considers TBC's request for consent to the proposed assignment or transfer.	Not Applicable	
82 9.07	Approval of Assignment. The City Manager may, at his or her reasonable discretion, approve of the assignment or transfer in writing, deny the assignment or transfer, or refer the matter to the City Council for approval. In the event the City Manager determines that the assignment or transfer should be acted upon by the City Council, the City Manager shall notify TBC in writing of the need for City Council authorization. The City Council shall thereafter consider the proposed assignment or transfer. The proposed assignment or transfer may be approved or denied by formal action of the City Council.	Not Applicable	
83 9.08	Notice of Proposed Assignment. TBC must provide City with adequate evidence that the proposed assignee, buyer or transferee is qualified using the standards and conditions described in this Section, and ability to comply with these standards and conditions will be the test of reasonableness.	Not Applicable	
84  9.09	Conditions and Standards. The conditions and standards referred to above are as follows:		
85 (a)	Such assignee or transferee possesses the experience, reputation and financial resources to cause the Project Site to be developed and maintained in the manner contemplated by the City's General Plan and this Agreement;	Not Applicable	
86 (b)	Such assignee or transferee enters into a written assumption agreement, in form and content satisfactory to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement;	Not Applicable	
87 (c)	Such assignment or transfer will not impair the ability of City to achieve the objectives of its general Plan and this Agreement;	Not Applicable	
88 9.10	Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Project Site are permitted without the consent of the City, provided the City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and TBC retains over fifty percent of the legal or equitable interest in the Project Site and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.	Not Applicable	
89 9.11	Notice of Assignment. Upon receiving approval of an assignment, TBC shall provide City with written notice of such assignment and as part of such notice the assignee must execute and deliver to City an assumption agreement in which the name and address of the assignee is set forth and the assignee expressly and unconditionally assumes the obligations of all the provisions set forth in the Agreement.	Not Applicable	
90 9.12	Unapproved Assignments. If City makes the determination not to consent to the assignment or transfer of the rights and privileges contained in this Agreement, and TBC conveys the Project Site to a third party, in whole or in part, TBC shall remain liable and responsible for all of the duties and obligations of this Agreement. Notwithstanding any other provision of this Agreement, TBC may assign this Agreement to PPC without City's prior consent in connection with PPC's acquisition of the Project Assets.	Not Applicable	
91  Section 10 - Delays in Performance			
92 10.01	Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, TBC and City shall be excused for performance of their obligations hereunder during any period of delay caused by acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder.	Not Applicable	
93 10.02	Third Party Actions. Any court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not TBC is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section.	Not Applicable	
94 10.03	Notice of Permitted Delays. If written notice of such delay is given to either party within (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.	Not Applicable	
95  Section 11 - Default			

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96	11.01 Events of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either party to perform any material term or provision of this Agreement for a period of thirty (30) days after the dispatch of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such 30- day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. The nonperformance of a material provision of the Mitigation Monitoring Program shall constitute an event of default under this Agreement; provided, however, that the City shall have given TBC notice of such event and a prospective opportunity to cure, within the cure period described herein. The nonperformance of a provision of the Mitigation Monitoring Program that would not otherwise be considered material, as reasonably determined by the City, may become material if such provision is consistently repeated or ignored after several requests to address such matter from the City or representative thereof.	Not Applicable	
97	11.02 Notice of Default. Any Notice of Default given hereunder shall specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.	Not Applicable	
98	11.03 Cure Period. During the time periods herein specified for cure of an Event of Default, the party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.	Not Applicable	
99	11.04 General Default Remedies. After notice and expiration of the 30-day period without cure, the non-defaulting party shall have such rights and remedies against the defaulting party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.	Not Applicable	
100	11.05 Remedies Cumulative. Any rights or remedies available to non- defaulting party under this Agreement and any other rights or remedies that such party may have at law or in equity upon a default by the other party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non- defaulting party and none of such rights or remedies, whether or not exercised by the non- defaulting party, shall be deemed to exclude any other rights or remedies available to the non-defaulting party. The non-defaulting party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting party considers appropriate.	Not Applicable	
101	11.06 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.	Not Applicable	
102	11.07 No Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from TBC for any breach thereof. As such, the parties agree that in no event shall TBC be entitled to recover damages against City for breach of this Agreement. However, should a court issue a final judgment or other final determination that the City has adopted a tax or assessment, or increase thereof, in violation of Section 4.08 and TBC has paid such tax or assessment, or increase thereof, TBC shall be entitled a refund of such monies it has paid. Additionally, during the period of time that TBC is a party to this Agreement, should the City voluntarily change the zoning on the Project Site, such that the Project may no longer be built on the Project Site, then the limitation under this section shall not apply to the extent of monies actually received by the City and paid by TBC.	Not Applicable	
103	11.08 Effect of TBC Default. No building permit shall be issued or building permit application accepted for any structure on the Project Site after TBC is determined by City to be in default of the terms and conditions of this Agreement, and until such default thereafter is cured by the TBC or is waived by City.	Not Applicable	
104	11.09 Waiver. All waivers must be in writing to be effective or binding upon the waiving party, and no waiver shall be implied from any omission by a party to take any action with respect to such Event of Default. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by such other party in the future.	Not Applicable	
105	11.10 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time specified in such express waiver.	Not Applicable	
106	11.11 Attorneys' Fees. Should legal action be brought by either party for breach of this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court.	Not Applicable	
107	11.12 Venue. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Contra Costa or where appropriate, or in the United States District Court for the Northern District of California, as consistent with applicable law.	Not Applicable	

	DA Section	Condition/Requirement	Status	Comments
108	Section 12 - Termination			
109	12.1	Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the parties hereunder shall, subject to the following provisions, cease as of the date of such termination.	Not Applicable	
110	12.2	Termination by City. If City terminates this Agreement because of TBC's default, then City shall retain any and all benefits, including money or land received by City hereunder.	Not Applicable	
111	12.3	Termination by TBC. TBC shall have the right to terminate this Agreement at any time, prior to Commercial Operation, as defined in the PSA. Should TBC terminate this Agreement, prior to Commercial Operation, TBC agrees, at TBC's sole cost, to restore the Project Site to its condition prior to TBC asserting control over the Project Site or in such condition as may otherwise be approved in writing by the Manager. Such restoration shall be consistent with applicable federal, state, and local statutes, rules and regulations and shall also comply with the following: Promptly following the demolition and removal of structures, foundations and paving on the Project Site, and the cleaning, grubbing, and grading thereof. TBC shall create, at its sole expense, a visual record of the then-condition of the Project Site, in coordination with the City, which record shall include comprehensive photographic and videographic documentation ("the Record"). Both parties shall have copies of the Record. If TBC commences construction activities, but terminates the Agreement before the Project achieves Commercial Operation, TBC shall restore at its sole expense the Project Site to a rough graded and clean condition, with all aboveground structures, foundations and paving on the Project Site demolished and removed so that the Project Site is in substantially similar condition to that depicted in the Record, or in such condition as may be mutually agreed to in writing between TBC and the Manager.	Not Applicable	
112	Section 13 - Relationship of Parties			
113	13.01	Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.	Not Applicable	
114	13.02	No Joint Venture or Partnership. City and TBC hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and TBC joint venturers or partners.	Not Applicable	
115	13.03	No Third Party Beneficiaries. The only parties to this Agreement are TBC and City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.	Not Applicable	
116	13.04	Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Development Agreement and this has resulted in a product of the joint drafting efforts of both parties. Neither party is solely or independently responsible for the preparation or form of this agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.	Not Applicable	
117	Section 14 - Applicable Law			
118		This Agreement shall be construed and enforced in accordance with the laws of the State of California.	Not Applicable	
119	Section 15 - Supersedure of Subsequent Laws of Judicial Action			
120		The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.	Not Applicable	
121	Section 16 - Cooperation in the Event of Legal Challenge			
122		In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action or proceeding.	Not Applicable	
123	Section 17 - Hold Harmless Agreement			

DA Section	Condition/Requirement	Status	Comments
124	TBC hereby agrees to, and shall defend, save and hold City and its elected and appointed boards, commissions, officers, agents, and employees harmless from, any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from TBC's or TBC's contractors', subcontractors', agents or employees' operations under this Agreement, whether such negligent operations be by TBC or by any of TBC's contractors, subcontractors, agents or employees.	Not Applicable	
125	Section 18 - Indemnification		
126	A. TBC agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any action arising out of or stemming from this Agreement. TBC may select its own legal counsel to represent TBC's interests at TBC's sole cost and expense. The parties shall cooperate in defending such action or proceeding. TBC shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by City in defense of any such action or other proceeding, plus staff and attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees and time referenced herein.	Compliant	
127	B. TBC also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages, or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations of TBC, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. TBC may select its own legal counsel to represent TBC's interests at TBC's sole cost and expense.	Compliant	
128	C. The parties agree that this Section 18 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 18, which shall survive such invalidation, nullification, or setting aside.	Compliant	
129	Section 19 - Liability Insurance		
130	A. TBC shall maintain, or cause to be maintained, in force during the construction of the Project, pursuant to this Agreement, public liability and property damage insurance, including personal injury, contractual, and owned and non-owned vehicles and equipment, with such coverage and limits as may be reasonably requested by City from time to time, but in no event for less than the sum of one million dollars per occurrence and two million dollars in the aggregate.	Compliant	
131	B. Public liability insurance policy or policies shall name City as an additional insured, and any policy or policies shall contain cross-liability endorsements. An endorsement shall be provided which states the coverage is primary insurance and that no other insurance affected by City will be called upon to contribute to a loss under this coverage.	Compliant	
132	C. TBC shall provide the City with a certificate and endorsement, in forms satisfactory to the City, evidencing such insurance coverage or coverages shall be filed with City prior to construction of the Project, and the certificate and endorsement shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days' prior written notice to City.	Compliant	
133	D. If such coverage is canceled or reduced, TBC shall, within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at TBC's expense, and TBC shall promptly reimburse City for such expense upon receipt of billing from City.	Compliant	
134	E. The insurance required under this Section shall neither supersede nor replace the insurance required under the terms of the PSA and the PM. The insurance policies required under this Section shall be in addition to the insurance requirements of the PSA and the PM; however, insurance obtained by TBC under the PSA or PM that affords the same or greater coverage than described in this Section shall satisfy these requirements.	Compliant	
135	Section 20 - Notices		

DA Section	Condition/Requirement	Status	Comments
136 	Any notice or communication required hereunder between City or TBC shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:	Not Applicable	
137 (a)	City of Pittsburg, Marc Grisham, 65 Civic Avenue, Pittsburg, CA 94565		
138 (b)	With copies to: Meyers Nave, Attn: Ruthann G. Ziegler, 555 Capitol Mall, Suite 1200, Sacramento, CA 95814		
139 (c)	And: Russ Townsend 440 Fifth Street West, Suite B, Sonoma, CA 95476		
140 (d)	Notices to TBC shall be addressed to: David J. Parquet, Trans Bay Cable LLC, c/o/ Babcock & Brown, Power Operating Partners LLC, 2 Harrison Street, Sixth Floor, San Francisco, CA 94105, Phone: (415) 512-1515, Fax: (415) 267-1500		
141 (e)	With a copy to: General Counsel, Trans Bay Cable LLC, c/o Babcock & Brown, Power Operating Partners LLC, 2 Harrison Street, Sixth Floor, San Francisco, CA 94105, Phone: (415) 512-1515, Fax: (415) 267-1500		
142  Section 21 - Exhibits			
143  21.01	Designation of Exhibits. The reference to a specified Exhibit in this Agreement is a reference to a certain one of the exhibits listed below, as determined by the accompanying letter designation.	Not Applicable	
144	Exhibit A: Project Site		
145	Exhibit B: Project Description		
146 21.02	Incorporation by Reference. All exhibits are deemed incorporated by reference into this Agreement	Not Applicable	
147  Section 22 - Severability			
148	If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.	Not Applicable	
149  Section 23 - Entire Agreement			
150	This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as set forth in the PDA and certain confidentiality agreements or as otherwise specified in this Agreement and the Exhibits hereto, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto.	Not Applicable	
151  Section 24 - Counterparts			
152	This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.	Not Applicable	

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of Edgewater	)	
Apartments Development Agreement	)	
Between The City of Pittsburgh and	)	RESOLUTION NO. 20-
Sunnyside Pittsburgh, LLC. and	)	
Determination as to Compliance	)	
<u>With Development Agreement</u>	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, a Development Agreement between the City of Pittsburgh and Sunnyside Pittsburgh, LLC, was executed on April 18, 2018, for the Edgewater Apartments project; and

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Edgewater Development Agreement was conducted in 2019, and on November 18, 2019, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City

Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Edgewater DA – 2020 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Edgewater Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

	Section and Title	Terms	Status	Notes
1	DA Term			
2	2.01 - Effective Date			
3	2.01 - End Date			
4	2.02 - Term			
5	Obligations of Developer (ARTICLE IV)			
6	3.01 - Obligations of Developer		In Compliance	
7	3.02 - Facility Reserve Charges	Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time		
8	3.03 - Water Infrastructure	Developer shall comply with the 2015 Water System Master Plan, as amended.	In Compliance	
9	3.04 - Applicable Fees	City may levy development fees and charges	In Compliance	
10	3.05 - Applicable Fee Adjustments	Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease.		
11	3.06 - City TIF	Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date		
12	3.07 - Regional TIF	Developer shall the ECCRFA Regional Transportation Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the Developer obtains a Building Permit.		
13	3.08 - Fees, Assessments, Taxes	Developer pay listed fees, assessments, taxes	In Compliance	
14	3.09 - C.3 Facilities	Developer to construct biorention (C.3) facility offsite	In Compliance	
15	3.10 - Landscaping in C.3	Developer shall provide a Central Irrigation System that is compatible with Rainmaster DX 2 Evolution, or as specified in the City's most current Standard Specifications, with a remote controller included with the package. The installation of this system shall be certified by a John Deere Landscapes United Greentech representative prior to the City's acceptance of the installation.		
16	3.11 - Security Improvements	Developer install security cameras with Chief of Police. Developer to pay costs within 30 days of receipt of invoice	In Compliance	
17	3.12 - Bike Share Station	Developer shall pay to the City \$9,000 per year, for five years, beginning with the effective date of this Agreement. The City shall use these funds to develop a bike share station which, at the City's discretion, may be located on the same parcel as the C.3 facilities serving the Project. In the event the City does not maintain a bike share program, the developer shall not be required to provide these funds.	Delete	City Currently does not maintain a Bike Share Facility Contract
18	3.13 - Sidewalk Relating to Bus Stop	Developer to install 8ft sidewalk west of Loverridge; Curb ramp at the eastern side of driveway; two full trash capture devices	In Compliance	Work completed in 2020.
19	3.14 - Offsite Recreational Amenities	Developer to install improvements to Assessor's Parcel Number 073-190-012: 1) a six-foot wide multiuse trail, at least one-quarter mile in length; 2) two benches along the trail; 3) solar-powered trail lighting; 4) a six-foot wide sidewalk, and all necessary curb ramps, crosswalks, or other required safety and accessibility improvements	Partial Compliance	Developer to finish improvements by end of spring 2021.
20	3.15 - Disclosure of Surrounding Industrial Uses	Developer to provide disclosure of industrial uses	In Compliance	
21	3.16 - Crime Free Multifamily Housing Program	Developer to participate in the Police Crime Free MF Housing Program	In Compliance	
22	OBLIGATIONS OF CITY (ARTICLE IV)			
23	4.01 - Obligations of City	The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long-term covenants and obligations of City, as set forth herein.	In Compliance	
24	4.02 (a) - Availability of Public Services (General)	Capacity for Water Services	In Compliance	

Section and Title	Terms	Status	Notes
25 4.02 (b) - Construction Water	City shall make construction water available to the Project by allowing the Project access to City's existing water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. Developer shall provide backflow prevention for all points of connection to the City's potable water supply system and the volume of water consumed shall be tracked with the use of a City-issued hydrant meter. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.	In Compliance	
26 4.03 - Developer's Right to Rebuild	City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties.	Not Applicable	
27 4.04 - Reimbursement of Infrastructure Costs (a) (b)	Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, , sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City.	Not Applicable	
28 4.05 - Park Fee Credit	Developer and City agree that the park in-lieu fee valuation is currently Ten Dollars and Twenty-Seven Cents per square foot (\$10.27/sf foot unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2019 reflecting 2018 increases. Developer and City agree that Developer shall receive partial park fee credit for the on-site recreational improvements in the Project.	In Compliance	
29 COOPERATION - IMPLEMENTATION (ARTICLE V)			
30 5.01 - Processing Application for Subsequent Approvals	The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions.(a)Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may be adopted subsequent to the Effective Date of this Agreement. (b)Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.	Compliant	

	Section and Title	Terms	Status	Notes
31	5.02- Timely Submittals by Developer	Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.	Compliant	
32	5.03- Timely Processing by City	Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (a) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (b) if legally required, providing notice and holding public hearings; and (c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.	Compliant	
33	5.04-Other Government Permits	At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals.	Compliant	
34	5.05 - Lighting and Landscaping District, Park Maintenance, C.3 Facilities	Developer understands that the Project Site is included in the City's existing Citywide Landscaping and Lighting Assessment District, as established pursuant to City Resolution No. 88 7324 ("LLD"). Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.	Compliant	
35	5.06- Park Maintenance CFD 2007	Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2007-1 for Park Maintenance (CFD 2007-1). The rate of the CFD 2007-1 fee is subject to City Council Resolution No. 07-10698. Developer shall complete annexation of the subject property into the CFD 2007-01 prior to the issuance of any building permits.	Compliant	
36	5.07- Maintenance of Project. Facilities CFD 2016-1	Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2016-1 for maintenance of stormwater treatment facilities (CFD 2016-1), such as the bioretention basin as described in Section 3.09. Developer shall complete annexation of the property into the CFD 2016-01 prior to the issuance of any building permits.	Compliant	
37	5.08 - Public Safety Services CFD 2005-1	Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2017-1 for Fire Facilities and Fire Safety and Emergency Services (CFD 2017-1). The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. Developer shall complete annexation of the property into the CFD 2017-01 prior to the issuance of any building permits.	Compliant	
38	5.09 - Fire Facilities/Safety and Emergency Services CFD 2017-1	Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2017-1 for Fire Facilities and Fire Safety and Emergency Services (CFD 2017-1). The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. Developer shall complete annexation	Compliant	
39	5.10 - Parkland Dedication In Lieu Fee	Developer shall pay an In-Lieu Parkland Dedication Fee to the Engineering Department prior to the issuance of a building permit for the Project per PMC Section 17.32.020.D.2. The park in-lieu fee amount shall be calculated using the rate in place at the time of issuance of a building permit, which is increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2018 reflecting 2017 increases.	Compliant	

	Section and Title	Terms	Status	Notes
40	5.11- Assessment Districts or Other Funding Mechanisms	Developer understands that the Project Site is included in the City's existing Citywide Landscaping and Lighting Assessment District, as established pursuant to City Resolution No. 88 7324 ("LLD"). Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.	Compliant	
41	5.12 - Warranty Bonds	Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement.	Complaint	
42	5.13 General Plan Maintenance Fee	Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be One Hundred Twenty-Five Dollars (\$125) per dwelling unit.	Compliant	
43	Standards, Laws, and Procedures Governing the Project (ARTICLE VI)			
44	6.01-Vested Right to Develop	Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.	Not applicable	
45	6.02-Permitted Uses Vested by this Agreement	The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.	Not applicable	
46	6.03- Applicable Law	"Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.	Not applicable	
47	6.04-Uniform Codes	Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.	Not applicable	
48	6.05-Moratorium and Conflicting Enactments	To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.	Not applicable	

Section and Title	Terms	Status	Notes
49 6.07-State and Federal Law	As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("Changes in the Law"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.	Not applicable	
50 6.08-Timing of Project Construction and Completion	(a)Project Phasing. The Project may be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors. (b)Project Time Schedule. The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law. (c)Developer Agreements. Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement, or similar agreement in accordance with the terms thereof.	Not applicable	
51 6.09-Exempting Fees, Mitigation Measures,....	Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto.	Not applicable	
52 6.10-City's Joint-Inspection Jurisdiction	Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.	Not applicable	
53 AMENDMENT (ARTICLE VII)			
54 7.01- Amendment to Project Approvals, Subsequent Approvals	Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.	Not applicable	

Section and Title	Terms	Status	Notes
55 7.02- Amendment of this Agreement	To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner: (a)Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an "Administrative Project Amendment" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments. (b)Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.	Not applicable	
56 ASSIGNMENT, TRANSFER AND NOTICE (ARTICLE VIII)			
57 8.01-Assignment of Interests, Rights/Obligations	Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.	Not applicable	
58 8.02-Transfer Agreements	(a)In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. (b)Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars (\$10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein. (c)Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.	Not applicable	

Section and Title	Terms	Status	Notes
59 8.03-Non-Assuming Transferees	Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (a) any single residential parcel conveyed to a purchaser, (b) any property transferred as fewer than ten (10) lots to a single retail builder or (c) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.	Not applicable	
60 8.04-Notice of Compliance Generally	Subject to City's finding that the facts contemplated by clauses (a) through (c) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "Notice of Compliance," in recordable form, duly executed and acknowledged by City, that certifies that (a) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (c) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.	Not applicable	
61 Cooperation in the Event of Legal Challenge			
62 9.01-Cooperation	(a)Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein. (b)Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. (c)The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.	Not applicable	

Section and Title	Terms	Status	Notes
63 9.02-Cure,Reapproval	(a)If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise: (i)If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof. (ii)Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a sixty-two (62) unit multi-family residential project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment. (b)The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.	Not applicable	
64 DEFAULT; REMEDIES;TERMINATION			
65 10.01-Defaults	Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "Complaining Party") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("Default Notice") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured by the other party (the "Defaulting Party"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist, and the Complaining Party shall take no further action.	Not applicable	

Section and Title	Terms	Status	Notes
66 10.02-Termination	If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).	Not applicable	
67 10.03-Periodic Review	(a) Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Two Thousand Five Hundred Dollars (\$2,500) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars (\$10,000)) for the first annual review and, for subsequent reviews, the Developer's obligation to pay annually shall be the greater of Two Thousand Five Hundred Dollars (\$2,500) or the actual cost of Periodic Review Fee (not to exceed Five Thousand Dollars (\$5,000)). The Two Thousand Five Hundred Dollars (\$2,500) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2019 reflecting 2018 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted. (b) Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager. (c) Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City. (d) Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement. (e) Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.	Compliant	

	Section and Title	Terms	Status	Notes
68	10.04-Extension of Time of Performance	In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.	Not applicable	
69	10.05-Legal Action	Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.	Not applicable	
70	10.06-California Law	This Agreement shall be construed and enforced in accordance with the laws of the State of California.	Not applicable	
71	10.07-Resolution of Disputes	With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.	Not applicable	
72	10.08-Attorneys' Fees	In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.	Not applicable	
73	10.09-Default by City of Developer	In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.	Not applicable	
74	NO AGENCY, JOINT VENTURE, PARTNERSHIP			
75	MISCELLANEOUS			

	Section and Title	Terms	Status	Notes
76	12.01-Incorporation of Recitals and Introductory	The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.	Not applicable	
77	12.02-Enforceability	City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.	Not applicable	
78	12.03-Findings	City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.	Not applicable	
79	12.04-Severability	If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.	Not applicable	
80	12.05-Other Necessary Acts	Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.	Not applicable	
81	12.06-Construction	Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.	Not applicable	
82	12.07- Other Miscellaneous Terms	The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.	Not applicable	
83	12.08-Covenants Running with the Land	All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.	Not applicable	

Section and Title	Terms	Status	Notes
84	12.09- Notices	Not applicable	
85	12.10 Entire Agreement, Counterparts and Exhibits	Not applicable	
86	12.11 Recordation of Development Agreement	Not applicable	
87			
88			
89			

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of Belle Harbor	)	
Development Agreement and	)	RESOLUTION NO. 20-
Determination as to Compliance	)	
<u>With Development Agreement</u>	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Discovery Homes, Inc., was executed on July 22, 2016, for the Belle Harbor (Waterstone) Subdivision; and

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Belle Harbor Development Agreement was conducted in 2019, and on November 18, 2019, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Recitals

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Belle Harbor DA – 2020 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Belle Harbor Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Belle Harbor in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of December, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

DA Section	Condition/Requirement	Status	Comments	Action Items
1 Article II - Effective Date; Term				
2 Section 2.01	Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date").	Compliant	Ordinance No. 16-1409 approving the DA was adopted on June 20, 2016, with an effective date of July 22, 2016.	
3 Section 2.02	Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the "Term").	Compliant	Based on the effective date of July 22, 2016, the DA will expire on July 22, 2026	
4 Article III - Obligations of Developer				
5 Section 3.01	Obligations of Developer Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:	Compliant to date.		
6 Section 3.02	Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
7 Section 3.03	Water Infrastructure. Developer shall comply with the 2015 Water System Master Plan, as amended.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
8 Section 3.04	Applicable Fees. City may levy development fees and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on Exhibit B ("Applicable Fees"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
9 Section 3.05	Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 et seq., not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
10 Section 3.06	City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07 10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
11 Section 3.07	Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid Memorandum of Understanding dated June 29, 2010, as amended, whichever is less.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	

DA Section	Condition/Requirement	Status	Comments	Action Items
12 Section 3.08	Fees, Assessments and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "Funding Mechanisms") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
13 Section 3.09	Affordable Housing. Developer shall comply with PMC 18.86.080 and City Council Resolution No. 16-13210 Condition of Approval No. 5, by constructing at least eight (8) rental secondary dwelling units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. Prior to the City's issuance of the first certificate of occupancy, Developer agrees to enter into an affordable housing agreement with the City (the "Affordable Housing Agreement") attached as Exhibit C which further memorializes the provisions of this Section 3.09 and is consistent with applicable law, including Pittsburgh Municipal Code Chapter 18.50. Developer agrees that the secondary dwelling units referenced in this Section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager. City agrees that Developer shall not be required to pay any additional fees (building permit, sewer, water, traffic fees, etc.) associated with any attached, affordable secondary/accessory dwelling units.	Compliant	Affordable Housing Agreements were recorded for lots 11, 16, 22, 27, 32, 37, 43, and 48.	
14 (a)	Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include, but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement.	Compliant		
15 (b)	Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement.	Compliant		
16 Section 3.10	C.3 Facilities. Developer shall construct C.3 facilities as provided in the Project Approvals. In accordance with the City's NPDES permit, provision C.3.e.i. and ii., developer shall have the right to construct or participate in the funding of offsite C.3 facilities as approved by the City Engineer and memorialized by separate agreement with the City. Developer to provide appropriate funding mechanism for the continuous maintenance of these facilities in perpetuity.	Compliant	Developer has annexed into 2016-1 CFD to meet requirements for alternate compliance and long term maintenance	
17 Section 3.11	Security Improvements. (a) Developer shall pay to the City the actual cost incurred by the City (not to exceed Fifty Thousand Dollars (\$50,000)) towards funding the acquisition and installation of security camera(s) at the entrance to the Property. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice. (b) Developer shall install the basic home security wiring in the Project homes (defined herein as wiring for a basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner.	In Progress	The installations have been completed, the City is sending an invoice to be reimbursed by the Developer.	
18 Section 3.12	Solar Roof System. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense.	Compliant		
19 Section 3.13	Tree Preservation. Developer shall replace any and all trees that are removed as part of the construction of the Project with the appropriate number of new trees pursuant to the City's Tree Ordinance. Developer shall cause the Project to maintain said trees in an appropriate manner pursuant to the City's Tree Ordinance. Developer shall not be required to mitigate for trees that need to be removed that are on City property.	Compliant to date.	As a condition of the approved tree removal permit, the developer is required to plant 60 new trees throughout the development as part of the approved landscaping plan. All required trees shall be planted prior to final acceptance of the subdivision.	
20 Article IV - Obligations of the City				

DA Section	Condition/Requirement	Status	Comments	Action Items
21	Section 4.01	Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.	Not Applicable	
22	☐ Section 4.02	Availability of Public Services.		
23	(a)	General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.	Compliant to date.	
24	(b)	Construction Water. City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.	Compliant to date.	
25	Section 4.03	Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.	Compliant to date.	There has been no need to exercise this provision of the agreement.
26	☐ Section 4.04	Reimbursement of Infrastructure Costs.		
27	(a)	Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, the off-site water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as built" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.	Compliant to date.	There has been no need to exercise this provision of the agreement.
28	(b)	City's Authorization of Reimbursement. Notwithstanding any other provision of this Section, or of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars (\$100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.	Compliant to date.	There has been no need to exercise this provision of the agreement.

DA Section	Condition/Requirement	Status	Comments	Action Items
29 Section 4.05	Park Fee Credit. Developer and City agree that the park in-lieu fee amount will be Nine and 40/100ths Dollars (\$9.40) per square foot (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases. Developer is eligible for partial park fee credit of thirty five percent (35%) of the land area devoted to private recreational area on site.	Compliant		
30 - Article V - Cooperation - Implementation				
31 - Section 5.01	Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:			
32 (a)	Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement.	Compliant to date.		
33 (b)	Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.	Compliant to date.	The City has not denied any application for subsequent approvals as of 10/30/20.	
34 Section 5.02	Timely Submittals by Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.	Compliant to date.	Developer has not submitted any applications for subsequent approvals for the project.	
35 Section 5.03	Timely Processing by City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (i) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.	Compliant to date.	Developer has not submitted any applications for subsequent approvals for the project.	
36 Section 5.04	Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals.	Compliant to date.	Developer has applied for and received all necessary permits for construction.	
37 - Section 5.05	Lighting and Landscaping District, Park Maintenance, C.3 Facilities.			

DA Section	Condition/Requirement	Status	Comments	Action Items
38 (a)	Developer agrees that the Project Site will be annexed into the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88 7324 ("LLD"), as well as the City's Community Facilities District 2007 1 for park maintenance and the City's Community Facilities District 2016-1 for maintenance of C.3 facilities and, to the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein.	Compliant	Annexation completed.	
39 (b)	Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.	Compliant	Project is already in LLD	
40 Section 5.06	Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2004 1, as adopted pursuant to Resolution No. 04 10071 (the "Police Services District") at no cost to the City, in order to provide for police and other emergency services to the Project Site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot.	Compliant	Annexation completed.	
41 Section 5.07	Fire Services CFD. In the event the City forms a City Community Facilities District to provide for fire protection services in the City for the Contra Costa Fire Protection District and acquisition or replacement of equipment primarily situated in the fire stations located in the City, Developer agrees to take all steps necessary to include the Project Site into the district. This inclusion of the Project into the district shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. City agrees that the levy to be assessed on each legal residential lot in the Project shall be no greater than Seventy-five Dollars (\$75) and increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2016 reflecting 2015 increases. Each legal residential lot located on the Project Site will be required to pay the levy by for this district no earlier than the issuance of a certificate of occupancy for such lot (such levy shall not go into effect for any certificate of occupancy issued for model homes in the Project until such model home is transferred to a third party homebuyers).	Compliant	Annexation completed.	
42 Section 5.08	Railroad Avenue Specific Plan CFD. The subject property has been previously annexed into the Railroad Avenue Specific Plan (RASP) Community Facilities District 2014-1, and requires the developer pay a one-time special tax to finance the construction and/or acquisition of public facilities. Each legal residential lot located on the Project Site will be required to pay the levy by CFD 2014-1 upon the issuance of a building permit for such lot. The rate of the CFD is subject to City Council Ordinance No. 14-1383.	Compliant to date.	Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA.	
43 Section 5.09	Parkland Dedication In-Lieu Fee. The Developer shall pay an In-Lieu Parkland Dedication Fee to the Engineering Department per PMC section 17.32.020.D.2. The park in-lieu fee amount is nine dollars and forty cents (\$9.40) per square foot, increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases.	Compliant		
44  Section 5.10	Assessment Districts or Other Funding Mechanisms.			
45 (a)	City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.08 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.	Compliant to date.	The City has not proposed forming any new assessment districts.	

DA Section	Condition/Requirement	Status	Comments	Action Items
46 (b)	At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.	Compliant to date.		
47 Section 5.11	Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement.	Compliant	City accepted the public improvements for continuous maintenance in 2017, warrant bonds have since expired	
48 Section 5.12	General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburgh General Plan. The General Plan Maintenance Fee will be \$125.00 per building permit.	Compliant to date.	The Developer has paid the General Plan Maintenance Fee upon issuance of each building permit.	
49  Article VI - Standards, Laws and Procedures Governing the Project				
50 Section 6.01	Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.	Compliant to date.		
51 Section 6.02	Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.	Compliant to date.		
52 Section 6.03	Applicable Law. "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.	Compliant to date.		
53 Section 6.04	Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.	Compliant to date.		
54 Section 6.05	Moratorium and Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.	Compliant to date.	No moratoria or conflicting enactments were adopted during this review period.	

DA Section	Condition/Requirement	Status	Comments	Action Items
55 Section 6.06	Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities.	Compliant	Construction of project is scheduled to be completed prior to the expiration of all approvals.	
56 Section 6.07	State and Federal Law. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("Changes in the Law"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.	Compliant	There has been no need to exercise this provision of the agreement.	
57  Section 6.08	Timing of Project Construction and Completion.			
58 (a)	Project Phasing. The Project may be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors.	Compliant to date.	Construction of project is scheduled to be completed in multiple phases.	
59 (b)	The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law.	Compliant to date.		
60 (c)	Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof.	Compliant to date.		
61 Section 6.09	Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto.	Compliant to date.		
62 Section 6.10	City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.	Compliant to date.		
63  Article VII - Amendment				

DA Section	Condition/Requirement	Status	Comments	Action Items
64  Section 7.01	Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:			
65 (a)	Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "Administrative Project Amendment" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.	Compliant to date.	The developer has worked with staff to implement a revised refuse pickup plan.	
66 (b)	Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.	Compliant to date	The developer has worked with staff to request non-administrative project amendments to date, including changes to proposed subdivision signage.	
67  Section 7.02	Amendment of this Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:			
68 (a)	Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("Administrative Agreement Amendment"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
69 (b)	Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
70 (c)	Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
71  Article VIII - Assignment, Transfer and Notice				
72 Section 8.01	Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
73  Section 8.02	Transfer Agreements.			

DA Section	Condition/Requirement	Status	Comments	Action Items
74	(a) In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
75	(b) Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars (\$10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
76	(c) Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
77	Section 8.03 Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than ten (10) lots to a single retail builder or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
78	Section 8.04 Notice of Compliance Generally. Subject to City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "Notice of Compliance," in recordable form, duly executed and acknowledged by City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
79	 Article IX - Cooperation in the Event of Legal Challenge			
80	 Section 9.01 Cooperation.			

DA Section	Condition/Requirement	Status	Comments	Action Items
81	(a) Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
82	(b) Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
83	(c) The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
84	 Section 9.02 Cure; Reapproval.			
85	 (a) If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:	Compliant to date.	There has been no need to exercise this provision of the agreement.	
86	(i) If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
87	(ii) Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a eighty two (82) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
88	(b) The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
89	 Article X - Default, Remedies, Termination			

DA Section	Condition/Requirement	Status	Comments	Action Items
90 Section 10.01	Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "Complaining Party") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("Default Notice") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the "Defaulting Party"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.	See Comments/Action Items	As of October 30, 2020, there has been no need to exercise this provision of the agreement.	
91 Section 10.02	Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).	See Comments/Action Items	As of October 30, 2020, there has been no need to exercise this provision of the agreement.	
92  Section 10.03	Periodic Review.			
93 (a)	Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Five Thousand Dollars (\$5,000) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars (\$10,000)). The Five Thousand Dollars (\$5,000) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.	Compliant to date.		
94 (b)	Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.	See Comments/Action Items	Notice of the Annual Review will be given to the Developer on/or before December 11, 2020.	

DA Section	Condition/Requirement	Status	Comments	Action Items
95	(c) Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.	Compliant to date.		
96	(d) Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.	Compliant to date.		
97	(e) Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.	Complaint to date.	Written Notice of Compliance will be sent to the Developer upon conclusion of the Annual Review.	
98	Section 10.04 Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.	Compliant to date.	As of October 30, 2020, there has been no need to exercise the provisions of Section 10.04.	
99	Section 10.05 Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
100	Section 10.06 California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.	Compliant to date.		

DA Section	Condition/Requirement	Status	Comments	Action Items
101 Section 10.07	Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
102 Section 10.08	Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
103 Section 10.09	Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
104	 Article XI - No Agency, Joint Venture or Partnership			
105	It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "Public Improvements") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.	Compliant to date.		
106	 Article XII - Miscellaneous			
107 Section 12.01	Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.	Not Applicable		

DA Section	Condition/Requirement	Status	Comments	Action Items
108	Section 12.02	Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.	Not Applicable	
109	Section 12.03	Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.	Not Applicable	
110	Section 12.04	Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.	Not Applicable	
111	Section 12.05	Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.	Not Applicable	
112	Section 12.06	Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.	Not Applicable	
113	Section 12.07	Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.	Not Applicable	
114	Section 12.08	Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.	Not Applicable	
115	Section 12.09	Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below...	Not Applicable	

DA Section	Condition/Requirement	Status	Comments	Action Items
116 117 118 119 120 121 Section 12.10	Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 27 pages and four exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:	Not Applicable		
EXHIBIT A	Legal Description	Not Applicable		
EXHIBIT A-1	Project Site Diagram	Not Applicable		
EXHIBIT B	Applicable Fees	Not Applicable		
EXHIBIT C	Affordable Housing Agreement	Not Applicable		
Section 12.11	Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.	See Comments/Action Items	The DA was recorded at the Contra Costa County Clerk-Recorder on August 30, 2016 (DOC 2017-0176165)	

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of the Sky Ranch II	)	
Development Agreement and	)	RESOLUTION NO. 20-
Determination as to Compliance	)	
<u>With Development Agreement</u>	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and SkyRanch Land Investors, LLC, was executed on July 21, 2017, for the Sky Ranch II Property; and

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Sky Ranch II Development Agreement was conducted in 2019, and on November 18, 2019, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Recitals

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Sky Ranch II DA – 2020 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Sky Ranch II Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Sky Ranch II in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of December, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

	Primary Column	Column2	Status	Notes	Action Items?
1	Article II: Effective Date; Term				
2	2.01	Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date").	See Comments/Action Items	Ordinance No. 17-1431 approving the DA was adopted on June 5, 2017, with an effective date of July 21, 2017	
3	2.02	Term. The term of this agreement shall commence upon the date the ordinance approving this agreement and continue for a period of twenty (20) years (the "Term")	See Comments/Action Items	Based on the effective date of July 21, 2017, the DA will expire on July 21, 2037	
4	Article III: Obligations of Developer				
5	3.01	Drainage Improvements. Subject to the terms of this Agreement, as a condition of approval to one or more of the Project Approvals, Developer agrees to construct and offer dedication to the City those Project storm water drainage improvements to be located within City's boundaries and required to serve the Project Site ("Drainage Improvements"). The City shall accept the offer of dedication of the Drainage Improvements, as long as the Drainage Improvements comply with the City's standards, applicable rules and regulations, and this Agreement. The parties agree that the construction of the Drainage Improvements shall be phased according to a construction schedule determined by Developer, subject to the written approval of the City Manager. City shall not require any improvements to onsite or offsite drainage facilities to address pre-existing deficiencies provided that Developer demonstrates to City's reasonable satisfaction that impact to downstream facilities are not being exacerbated.	See Comments/Action Items	As of October 30, 2020, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
6	3.02	Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC" as set or modified by the City Council from time to time.	Not Applicable (at this time)		
7	3.03	Water Infrastructure. (1) Developer shall comply with the 2016 Water System Master Plan, as amended. Developer shall have the option subject to the written approval by the City Manager to provide water infrastructure facilities in phases subject to a storage requirement pursuant to the 2016 Water System Master Plan, as amended. (2) Developer shall have the right to obtain a certain number of building permits for homes on lots which are in the Zone II water service, even if the new Zone II water reservoir and appurtenant improvements have not yet been constructed at such time. [financing information...] (3) Developer shall design and construct a Zone IV water reservoir and all appurtenant improvements relating to the reservoir on the 1.23 acre parcel in accordance with the most current Water Master Plan. [financing information...] (4) The City's 2016 Water Master Plan requires the Segment 1E pipeline to be constructed prior to the issuance of the 807th equivalent single family dwelling unit in the Zone II infill and SE Hills service areas. The pipeline segment shall be designed, constructed, and managed by the City in accordance with the most current Water Master Plan. [payment....]	Not Applicable (at this time)		
8	3.04	School Facilities Impact Mitigation. Developer shall pay in lieu school impact fees in accordance with Government Code 65995 et seq. Compliance with this Section shall satisfy all of Developer's obligations required by City to mitigate school impacts resulting from the Project.	Not Applicable (at this time)		
9	3.05	Applicable Fees. City may levy development fees, and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on Exhibit B "Applicable Fees". Unless otherwise provided in this Agreement, no development fees or charges or categories shall be imposed on the project other than those fees. All fees related to third-party government agencies that are paid directly to third-party government agencies are not within the scope of this Agreement.	Not Applicable (at this time)		
10	3.06	Applicable Fee Adjustments. Developer shall pay fees consistent with Section 3.05 and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code 66000 et seq., not already authorized by ordinances, resolutions, or policies in place at the time of the Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Not Applicable (at this time)		

Primary Column	Column2	Status	Notes	Action Items?
3.07	City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, in the amount in effect as of the Effective Date and subject to adjustments in accordance with Resolution No. 07-10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approved a new AB 1600 fee study and/or authorizes a decrease in any of the applicable fees during the term of this Agreement by ordinance or resolution, Developer shall have the option at its sole discretion to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. Developer agrees that City may use the Local Traffic Mitigation Fee paid by Developer pursuant to this Section for the City's share of the James Donlon Expressway. This use by the City shall not decrease or otherwise modify Developer's other obligations under this Agreement, including/not limited to Section 3.13.	Not Applicable (at this time)		
3.08	Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid Memorandum of Understanding dated June 29, 2010, as amended, whichever is less.	Not Applicable (at this time)		
3.09	Fees, Assessment and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, geologic hazard abatement district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geological hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance cost) within the Project Site, provided that such Funding Mechanism is referenced herein or was legally created pursuant to applicable law.	Not Applicable (at this time)		
3.10.	Affordable Housing. Developer shall comply with PMC 18.86.080 and VTM Condition of Approval No. 12 by constructing 42 rental accessory dwelling units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these accessory dwelling units, consistent with the terms and conditions set forth in the affordable housing agreement. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City... attached as Affordable Housing Agreement... which further memorializes the provisions of this Section 3.10 and is consistent with applicable law, including PMC 18.50. Developer agrees that the accessory dwelling units referenced in this section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager. City agrees that Developer shall not be required to pay any additional City fees associated with the ADUs except for those fees the City is required to charge by the State or other governmental entities with jurisdiction over the Project. (a) Timing. (b) Inclusionary Housing Ordinance.	Not Applicable (at this time)		
3.11	Security Improvements. (a) Developer shall pay to the City the actual cost incurred by City (=<\$60000) towards funding the acquisition and installation of security camera(s) at 2 intersections identified by the City. The security Cameras will be installed under supervision of City's Police Chief. Developer shall pay such costs within 30 days of receipt of invoice. (b) Developer shall install the basic home security wiring in the Project homes (first floor windows and doors). Shall offer 1 year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner.	Not Applicable (at this time)		
3.12	Solar Roof System. Developer shall install a solar roof system on on of its model homes for example purposes only and offer solar installation as an option at the homeowner's expense.	Not Applicable (at this time)		
3.13	Construction of James Donlon Expressway within the Limits of the Project Site. Developer shall construct a portion of the James Donlon Expressway in accordance with VTM Condition of Approval No. 59 and MM-H7. Should the median and inside lanes not be installed at the time Developer constructs its required improvement, then Developer shall grade the median and inside lanes and receive credits for such work from City if such credits are not provided by East Contra Costa Regional Fee & Finance Authority.	Not Applicable (at this time)		

Primary Column	Column2	Status	Notes	Action Items?
3.14	In Lieu Fees or Dedication of Park Site. At the written discretion of the City Manager, Developer shall pay an in lieu park fee, or dedicate park land, or perform a combination of both, equivalent to 7.18 acres as required by the project approval. The dedicated Park Site shall be rough graded in accordance with City specifications with no more than a 3% slope, adjacent curb, gutter, sidewalk and utility stubs shall have been installed by Developer and the Park Site shall be free and clear of all liens, bonds, taxes, assessments, and other charges, which costs shall be assumed by Developer. Developer agrees to make its offer of dedication of the Park Site to City at the same time it constructs the phase of the project in which the Park Site is located. City agrees that it shall accept the offer of dedication of the Park Site within 180 days of Developer's offer of dedication of the Park site, provided that (a) the park is in compliance with the requirements of this Section (ii) all necessary actions have been completed to include the Park Site within a new or existing lighting or landscaping district (see 5.05).	Not Applicable (at this time)		
3.15	Park Improvements. Prior to the offer of dedication of the Park Site pursuant to Section 3.14 above, Developer shall install park improvements identified by the City at a cost not to exceed \$250,000 not including frontage improvements. This amount shall be increased annually by the CPI for the SF-Oakland area with the first increase implemented in January 2018 reflecting 2017. Such costs shall not be credited against Developer's park obligations set forth in Section 3.14 above.	Not Applicable (at this time)		
3.16	Electric Vehicle Charge. Developer shall install, in the garage of each home, conduit from the electric panel in order for homeowners, at their election and cost, to install an electric vehicle charging system.	Not Applicable (at this time)		
 Article IV: Obligations of City				
4.01	Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City as set forth herein.	Compliant		
 4.02	Availability of Public Services.			
a	General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.	Not Applicable (at this time)		
b	Construction Water. City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure at a location reasonable determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar project consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations as long as such water is unrelated to potable use.	Not Applicable (at this time)		
4.03	Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, change in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods, or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this agreement.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
 4.04	Reimbursement of Infrastructure Costs			
a	Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, the off-site water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to the City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within 60 days after the City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of 5% for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of the Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and as built for the improvements as well as attending meetings and providing necessary reports as reasonably requested by City.	Compliant	There has been no need to exercise this provision of the agreement.	

	Primary Column	Column2	Status	Notes	Action Items?
29	b	City's Authorization of Reimbursement. Notwithstanding any other provision of this Section, or of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars (\$100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.	Compliant	There has been no need to exercise this provision of the agreement.	
30	4.05	Park Fee Credit. Developer and City agree that the park in-lieu fee amount will be Nine and 40/100ths dollars (\$9.40) per square foot (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the SF-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases. The timing of the payment of the park in lieu fee shall be satisfied as set forth in Section 3.14 above.	See Comments/Action Items	As of October 30, 2020, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
31	 Article V: Cooperation--Implementation				
32	 5.01	Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:			
33	a	Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not Inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Design Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approvals applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes which may be adopted subsequent to the Effective Date of the Agreement.	Compliant to date.		
34	b	Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
35	5.02	Timely Submittals by Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to 1) provide to city in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.	Compliant to date.	There has been no need to exercise this provision of the agreement.	

Primary Column	Column2	Status	Notes	Action Items?
36 5.03	Timely Processing by City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, a) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; b) if legally required, providing notice and holding public hearings; and c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section. Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.	Compliant to date.	Developer has not submitted any applications for subsequent approvals for the project.	
37 5.04	Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure timely availability of such permits and approvals. City shall cooperate with Developer to obtain any and all approvals from Contra Costa County related to the construction or operation of the Drainage Improvements. City shall also cooperate with Developer, CCWD, and Bureau of reclamation in all matters related to CCWD's application to the Bureau to expand the place of use of Central Valley Project water to include the Project Site.	Compliant to date.	As of October 30, 2020, the Developer has not submitted applications for engineering or building permits for the project.	
38 ☐ 5.05	Lighting and Landscaping District, Park Maintenance.			
39 a	Developer agrees that the Project Site will be annexed into City's existing Lighting and Landscaping District, as established pursuant to City Reso No. 88-7324 as well as City's Community Facilities District 2007-1 for park maintenance, City's Community Facilities District for the maintenance of C.3 facilities as, to the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein.	Not Applicable (at this time)		
40 b	Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of parks.	Not Applicable (at this time)		
41 5.06	GHAD. GHAD. Developer agrees to take all steps necessary to either expand the existing Southwest Pittsburg Geologic Hazard Abatement District or to establish a new GHAD, at no cost to the City or to the GHAD, to provide for, among other things, geologic hazard abatement, maintenance of detention basins, grassland maintenance, fire protection, and erosion control within portions of Project Site. Unless otherwise required by law, the parties intend that the Project Site will be assessed by the SW Pittsburg GHAD or a new GHAD upon the respective GHAD's acceptance of the GHAD Area identified in the Project Approvals (which GHAD Area shall include the detention basins).	See Comments/Action Items	As of October 30, 2020, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
42 5.07	Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2004-1, as adopted pursuant to Reso No. 04-10071 ("The Police Services District") at no cost to the City, in order to provide for police and other emergency services to the Project site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot.	See Comments/Action Items	As of October 30, 2020, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
43 5.08	Fire Services CFD. Developer agrees to annex the Project site into the City's Fire Safety and Emergency Services Community Facilities District 2017-1, as adopted pursuant to Resolution No. 17-13311 at no cost to the City, in order to provide for fire safety and emergency services for the project. This process shall be completed, to the reasonable satisfaction of the City manager and City Attorney, before filing the first final map on the project.	See Comments/Action Items	As of October 30, 2020, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
44 5.09	General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be One Hundred Twenty-five Dollars per building permit (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the SF-Oakland area, with the first increase implemented in January 2018 reflecting 2017 increases.	See Comments/Action Items	As of October 30, 2020, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development.	
45 ☐ 5.10.	Assessment Districts or Other Funding Mechanisms.			

Primary Column	Column2	Status	Notes	Action Items?
46	a	City understands that City's long term assurances to Developer concerning fee, taxes, and assessments related to Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, the taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.09 of this agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism, or related increases are in place and legally effective as of the date of this Agreement's Effective Date.	See Comments/Action Items	As of October 30, 2020, there has been no need to exercise the provisions of Section 5.09.
47	b	At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, geologic hazard abatement district, landscaping and lighting districts, community facilities district, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City and which will result in no commitment of City funds. City shall diligently seek to sell any bonds to be issues and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.	Not Applicable (at this time)	
48	5.11	Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property, or open space dedications) pursuant to this Agreement shall be accompanied by a one year warranty bond in a form and in an amount, and with a surety acceptable to City or otherwise as determined in the applicable Subdivision Improvement Agreement.	Not Applicable (at this time)	
49	Article VI: Standards, Laws and Procedures Governing the Project			
50	6.01	Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.	Compliant to date.	
51	6.02	Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the max height, bulk, and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.	Compliant to date.	
52	6.03	Applicable Law. Applicable Law shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approval, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying new rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.	Compliant to date.	
53	6.04	Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limited construction of all or any part of the Project.	Compliant to date.	

	Primary Column	Column2	Status	Notes	Action Items?
54	6.05	Moratorium And Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution, or other measure in enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution, or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.	Compliant to date.	No moratoria or conflicting enactments were adopted during this review period.	
55	6.06	Environmental Mitigation. The parties understand that the EIR for the Project is a project level CEQA document intended to be used in connection with each of the Project Approvals and Subsequent Approvals needed for the Project. Consistent with the CEQA policies and requirements applicable to the EIR, City agrees to use the EIR in connection with the processing of any Subsequent Approval to the extent allowed by law. City agrees not to impose on Developer any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the Mitigation Monitoring Program described in the FEIR, specifically required by Applicable Law, or as properly required through the design or architecture review process as long as such mitigation measures or other conditions are imposed in a manner consistent with applicable design review guidelines.	Compliant		
56	6.07	Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning, or other land use entitlement approved as a Project Approval or a Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits, or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or any Project development activities.	Compliant	Construction of project is scheduled to be completed prior to the expiration of all approvals.	
57	6.08	State and Federal Law. As provided in California government Code 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("Changes in the Law"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.	Compliant	There has been no need to exercise this provision of the agreement.	
58	 6.09	Timing of Project Construction and Completion.			
59	a	Project Phasing. The Project is expected to be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular time period, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition, and other similar factors.	Compliant to date.		

Primary Column	Column2	Status	Notes	Action Items?
60	b	The parties agree that the Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time and Developer shall determine which part of the Project Site to develop first and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co v City of Camarillo, that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgement. Developer's rights under this Section 6.09b shall be subject to the requirement that adequate infrastructure to service each phase of the Project is constructed concurrently with such phase. the City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable law.	Compliant to date.	
61	c	Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof.	Compliant to date.	
62	6.10.	Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section shall not prohibit the City from imposing on Developer any fee, mitigation measure, or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State, or Federal obligations and implemented by the City in cooperation with such local, regional, state, federal agencies, provided such fee, mitigation measure, or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City.	Compliant to date.	
63	6.11	City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.	Compliant to date.	
64	Article VII: Amendment			
65	7.01	Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:		
66	a	Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine (i) whether the requested amendment or modification is minor when considered in light of the project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes, and State or Federal Law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an Administrative Project Amendment and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale, or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layout, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.	Not Applicable (at this time)	
67	b	Non Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.	Not Applicable (at this time)	
68	7.02	Amendment of this Agreement. Amendment may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:		

Primary Column	Column2	Status	Notes	Action Items?
69	a Admin Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions, or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer, and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section, the term substantially affect shall be evaluated in context of the entire project.	Not Applicable (at this time)		
70	b Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.	Not Applicable (at this time)		
71	c Amendment Limitations. In consideration of the cope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions including new exactions or other obligations as are reasonably related to the impacts on City directly attributable to such amendment,	Not Applicable (at this time)		
72	Article VII: Assignment, Transfer, and Notice			
73	8.01 Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights, or obligations under this Agreement, the Project Approvals, or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including without limitation, purchasers or ground lessees of lots, parcels, or facilities.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
74	8.02 Transfer Agreements.			
75	a In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee", Developer and the transferee shall enter into a written agreement regarding the respective interests rights, and obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations (ii) transfer to the transferee vested rights to improve that portion of the Project beign transferred and (iii) address ant other matter deemed by developer to be necessary or appropriate in connection with the transfer or assignment.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
76	b Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within 30 days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only id, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02b if such transferee has a net worth of at least Ten Million Dollars documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
77	c Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	

	Primary Column	Column2	Status	Notes	Action Items?
78	8.03	Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than 10 lots to a single retail builder, or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school, or other nonresidential uses. The transferee in such a transaction and its successors shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this section shall exempt any property transferred to Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
79	8.04	Notice of Compliance Generally. Subject to the City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within 30 days following any written request which Developer may make from time to time, City shall execute and deliver to Developer a written "Notice of Compliance" in recordable form, duly executed and acknowledged by the City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.	Not Applicable (at this time)	There has been no need to exercise this provision of the agreement.	
80	Article IX: Cooperation in the Event of Legal Challenge				
81	9.01	Cooperation.			
82	a	Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by city in defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.	Compliant to date	There has been no need to exercise this provision of the agreement.	
83	b	Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
84	c	The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any provision of this Agreement, or the Agreement as a whole, is invalidated rendered null, or set aside by a court of competent jurisdiction, the parties agree to the bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.	Compliant to date.	There has been no need to exercise this provision of the agreement.	
85	9.02	Cure; Reapproval			
86	a	If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgement in such action or proceeding, the parties agree to use their respective best efforts to sustain or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:	Compliant to date.	There has been no need to exercise this provision of the agreement	

	Primary Column	Column2	Status	Notes	Action Items?
87	i	If any Judgement requires reconsideration or consideration by the City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgement invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgement or upon which the Judgement is based in a manner consistent with the intent of this Agreement and the Judgement. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgement necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.	Compliant to date.	There has been no need to exercise this provision of the agreement	
88	ii	Acting in a manner consistent with the intent of this Agreement or a Judgement includes, but is not limited to, recognizing that the parties intent hat Developer may develop a 415 single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including by not limited to, a general plan amendment, rezoning, vesting subdivision map approvals development plan approvals, PD plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificate of occupancy, final development plans, development agreements, permits, resubdivisions, and ant amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgement.	Compliant to date.	There has been no need to exercise this provision of the agreement	
89	b	The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.	Compliant to date.	There has been no need to exercise this provision of the agreement	
90	Article X: Defaults; Remedies; Termination				
91	10.01	Defaults. Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continued uncured for a period of 30 days following written notice of such failure from the other party, shall constitute a default under this Agreement. The Complaining Party's notice shall specify the nature of the alleged failure and, may specify the manner in which the failure and, may specify the manner in which the failure satisfactorily may be cured By the other party. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot be reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than 30 days after the Defaulting Party's receipt of the Default Notice), the Defaulting party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within 120 days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement, or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.	See Comments/Action Items	As of October 30, 2020, there has been no need to exercise the provisions of Section 10.01.	

Primary Column	Column2	Status	Notes	Action Items?
10.02	Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated 60 days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).	See Comments/Action Items	As of October 30, 2020, there has been no need to exercise the provisions of Section 10.02.	
 10.03	Periodic Review.	See Comments/Action Items	The City has conducted its first Annual Review of the Development Agreement. As of October 30, 2020, both parties were compliant with the DA.	
a	Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every 12 months following the execution of this Agreement, City shall review the extend of good-faith compliance by Developer with the terms of this Agreement. This review shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code 65865.1. Developer also agrees to pay City annually the greater of \$5000 or the actual cost of Periodic Review Fee (not to exceed \$10,000). The \$5,000 shall be increased annually thereafter by the CPI for the San Francisco-Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.	Compliant to date.		
b	Notice. At least 10 days prior to the Periodic Review, and in the manner prescribed in Article 12 of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.	See Comments/Action Items	Notice of the Annual Review will be given to the Developer on/or before December 11, 2020.	
c	Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that the Developer has not complied wit such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally Developer and City.	Compliant to date.		
d	Failure to Properly Conduct Periodic Review. If, after 30 days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.	Compliant to date.		
e	Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within 30 days, following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.	See Comments/Action Items	Written Notice of Compliance will be sent to the Developer upon conclusion of the Annual Review.	
10.04	Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.	See Comments/Action Items	As of October 30, 2020 there has been no need to exercise the provisions of Section 10.04.	

	Primary Column	Column2	Status	Notes	Action Items?
100	10.05	Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay or longer, as may be mutually agreed upon in writing.	See Comments/Action Items	As of October 20, 2020, there has been no need to exercise the provisions of Section 10.05.	
101	10.06	Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.	See Comments/Action Items	As of October 30, 2020, there has been no need to exercise the provisions of Section 10.06.	
102	10.07	California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.	Compliant		
103	10.08	Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of the process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session or 90 days of filing the written request of mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provision of this Section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses to be paid by the party against whom enforcement is ordered. Nothing in this Section shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters begin addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.	See Comments/Action Items	As of October 30, 2020, there has been no need to exercise the provisions of Section 10.08.	
104	10.09	Attorney's Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.	Not Applicable		
105	Article XI: No Agency, Joint Venture or Partnerships				

Primary Column	Column2	Status	Notes	Action Items?
106	It is specifically understood and agreed to by and between the parties hereto unless otherwise expressly provided herein (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document between City and Developer. City agrees that nothing herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer, and drainage infrastructure improvements, the grading and construction of traffic improvements and the grading and construction of any other public improvements are all public works of improvement City is requiring as a condition of regulatory approval of the Project and that the Project is otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.	Compliant to date.		
107	Article XII: Miscellaneous			
108	12.01	Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.	Not Applicable	
109	12.02	Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this agreement shall be enforceable by party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or an other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by the City that changes, alters, or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.	Not Applicable	
110	12.03	Finding. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.	Not Applicable	
111	12.04	Severability. If any term or provision of this Agreement or the application of any term or provision of this Agreement to a particular situation, is held by a competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination the other party.	Not Applicable	
112	12.05	Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.	Not Applicable	
113	12.06	Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval, or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.	Not Applicable	
114	12.07	Other Misc Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.	Not Applicable	

	Primary Column	Column2	Status	Notes	Action Items?
115	12.08	Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil code 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.	Not Applicable		
116	12.09	Notices. Any notice or communication required hereunder between City or Developer must be in writing and may be given either personally, by fax (with original forwarded by regular US mail), by registered or certified mail (return receipt requested), or by FedEx or or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday or Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or b) 5 days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the US mail. If given by Federal Express or a similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving 10 days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below.....	Not Applicable		
117	12.10.	Entire Agreement, Counterparts, and Exhibits. This Agreement is executed in two duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 29 pages and 3 exhibits which constitute in full, the final and exclusive understanding and agreement of the parties supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of the Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes: Exhibit A - Legal Description; Exhibit A-1 - Project Site Diagram; Exhibit B - Applicable Fees; Exhibit C - Form of Affordable Housing Agreement.	Not Applicable		
118	12.11	Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.	See Comments/Action Items	The DA was recorded at the Contra Costa County Clerk-Recorder on July 26, 2017 (DOC 2017-0133911-00)	

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Periodic Review of Montreux	)	RESOLUTION NO. 20-
Subdivision Development Agreement	)	
Between the City of Pittsburg and Altec	)	
Homes, Inc. and Determination as to	)	
Compliance with Development	)	
Agreement	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Altec Homes, Inc., was executed on December 15, 2015, for the Montreux Property; and

WHEREAS, California Government Code Section 65864 *et seq.* ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Montreux Development Agreement was conducted in 2019, and on November 18, 2019, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Montreux DA – 2020 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Montreux Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Montreux Subdivision Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of December, 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

DA Section	Condition/Requirement	Status	Comments	Action Items
1 Article II: Effective Date; Term				
2 2.01	This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective.	Per the Development Agreement, the effective date is December 16, 2015.		No action.
3 2.02	Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of 16 years.	Based on the effective date of December 16, 2015, this development agreement would expire in 2031.		No action.
4 Article III: Obligations of Developer				
5 3.01	Obligations of Developer Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. The parties acknowledge that many of Developer's long term obligations set forth in this Agreement are in addition to Developer's agreement to perform all the mitigation measures identified in the Mitigation Monitoring Program. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:	Compliant to date.		No action.
6 3.02	Drainage Improvements. Subject to the terms of this Agreement, as a condition of approval to one or more of the Project Approvals, Developer agrees to construct and offer for dedication to the City those Project storm water drainage improvements to be located within City's boundaries and required to serve the Project Site ("Drainage Improvements"). The City shall accept the offer of dedication of the Drainage Improvements, as long as the Drainage Improvements comply with the City's standards, applicable rules and regulations, and this Agreement. The parties agree that the construction of the Drainage Improvements shall be phased according to a construction schedule determined by Developer, subject to the written approval of the City Manager. City shall not require any improvements to onsite or offsite drainage facilities to address pre-existing deficiencies provided that Developer demonstrates to City's reasonable satisfaction that impact to downstream facilities are not being exacerbated.	Not applicable at this time.	Not yet submitted.	Construct and offer for dedication stormwater drainage improvements in compliance w City standards.
7 3.03	Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time.	Not applicable at this time.	FRC's may be impacted based on final outcome of water & sewer. Due when submitting to Building.	Pay FRCs.
8 3.04	Water Infrastructure. Developer shall comply with the 2015 Water System Master Plan, as amended. Developer shall have the option, subject to the written approval by the City Manager, to provide water infrastructure facilities as specified by the City or to construct the water infrastructure facilities in phases subject to a storage requirement and site analysis study, commissioned by the City, that incorporates the water infrastructure requirements pursuant to the 2015 Water System Master Plan, as amended.	Not applicable at this time.	Not yet submitted. The City already provided them our consultant's options for the waterline tie in. Discovery doesn't think it's possible to install the waterline north of the Kirker Creek Apartments. So we told them to pothole on Buchanan Road and figure out an alternate design, so we're waiting on their response. They also still have to submit plans for the pump station and water reservoir, and complete supplemental geotechnical analyses.	Provide water infrastructure facilities, or construct them in phases.
9 3.05	School Facilities Impact Mitigation. Developer shall pay in lieu school impact fees in accordance with Government Code 65995 et seq. Compliance with this section shall satisfy all of Developer's obligations required by City to mitigate school impacts resulting from the Project.	Not applicable at this time.	Due when submitting to Building.	Pay in lieu school impact fees.

DA Section	Condition/Requirement	Status	Comments	Action Items
10 3.06	Applicable Fees. City may levy development fees, and charges during this term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date as more particularly described and according to the payment schedule set forth on Exhibit B ("Applicable Fees") and the adjustments and/or modifications referenced in Section 3.07. Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on Project other than those fees, and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exaction related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly or indirectly to third party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.	Not Applicable at this time.		
11 3.07	Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.06, and the applicable adjustments currently provided in such fees and as modified from time to time by the City, whether such adjustment or modification is an increase or a decrease. City retains the right to modify, amend, or adjust the Applicable Fees by more than that authorized by ordinances, resolutions, or policies in place at the time of this Agreement's Effective Date, and Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment, or adjustment of all Applicable Fees pursuant to Government Code 66000 et seq., not already authorized by ordinances, resolutions, or policies in place at the time of this Agreement's Effective Date. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option at its sole discretion to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Not Applicable at this time.		
12 3.08	City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustments in accordance with Resolution 07-10917 with credit for certain improvements constructed by Developer per Section 4.05 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.	Not Applicable at this time.	Due when submitting to Building.	Pay local Traffic Mitigation Fee.
13 3.09	Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid MOU dated June 29, 2010 as amended, whichever is less.	Not Applicable at this time.	Due when submitting to Building.	Pay ECCRFA regional traffic fee.
14 3.10.	Fees, Assessments, and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, geologic hazard abatement district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including without limitation, design, acquisition, construction and maintenance costs) (collectively, Funding Mechanisms) within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.	Not Applicable at this time.		Pay fair share of levies imposed by assessment districts.
15 3.11	Affordable Housing. Developer shall comply with PMC 18.86.080 and VTM Condition of Approval No. 7 by constructing at least 35 rental secondary units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. 26 of these units shall be constructed no later than the 263rd building permit for the Project. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "Affordable Housing Agreement," attached as Exhibit C) which further memorializes the provisions of this section and is consistent with applicable law, including Pittsburg Municipal Code Chapter 18.50. Developer agrees that the secondary units referenced in this section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager.	Not applicable at this time.	Plans not yet submitted.	Construct 35 rental secondary units (26 by 263rd building permit). Record covenant limiting rent amount. Enter into Affordable Housing Agreement before Certificate of Occupancy issued.

	DA Section	Condition/Requirement	Status	Comments	Action Items
16	a	Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement.	Not applicable at this time.		Implement and monitor provisions to ensure compliance with municipal law related to affordable housing. Include provisions to reimburse City for cost of administration and monitoring.
17	b	Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement.	Not applicable at this time.	Only applicable if City rescinds previously adopted affordable housing ordinance and not replaced it.	
18	3.12	Pre-payment for James Donlon Extension. Developer will pre-pay the City regional traffic mitigation fees for all units in the Project if at the time of the issuance of the first building permit for the Property for the first single-family residential production unit (or at any time during the build-out of the Project thereafter), the James Donlon Extension is either (i) under construction; (ii) is funded and scheduled for construction and the construction contract is awarded; or (iii) ECCRFFA has collected the funds necessary for its pro rate share of the James Donlon Extension. If none of the above conditions exist at the time of issuance of the first building permit, Developer will pay such fees on a permit-by-permit basis in the regular course of business. City and Developer agree that the obligations set forth in the March 15, 2006 Memorandum of Understanding ("March 2006 MOU") between City and Developer are met by compliance with this Section.	Not applicable at this time.	Applicable if/when the James Donlon Extension is either (i) under construction; (ii) is funded and scheduled for construction and the construction contract is awarded; or (iii) ECCRFFA has collected the funds necessary for its pro rate share of the James Donlon Extension	Pay the City regional traffic mitigation fees.
19	3.13	Open Space Mitigation. City and Developer agree that the obligations set forth in the May 3, 2006, Memorandum of Understanding between City and Developer, Albert D. Seeno, III and Albert D Seeno, Jr. with respect to open space mitigation can be met by compliance by Developer with the HCP or through other agreements or approvals by the HCP conservancy and/or Regulatory Agencies.	Compliant to date.		No action.
20	 3.14	Security Improvements			
21	a	Developer shall pay to the City the actual cost incurred by the City (not to exceed \$75000) towards funding the acquisition and installation of security camera(s) at the intersection of James Donlon Extension and Kirker Pass Road. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within 30 days of receipt of invoice.	Not applicable at this time.		Pay cost of installing security cameras at intersection of James Donlon Extension and Kirker Pass Road.
22	b	Developer shall install basic home security wiring in the Project homes (defined herein as wiring for basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner.	Not applicable at this time.		Install basic home security wiring on first floor windows and doors. Offer one year of professional monitoring service.
23	3.15	Solar Roof System. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense.	Not applicable at this time.		Install solar roof system on one model home.
24	3.16	C.3 Facilities. Developer shall submit a complete Stormwater Control Plan and Report for the Project. The C.3 treatment facilities shall be adequately sized to treat the stormwater runoff from the associated drainage management areas, and supporting calculations and plans shall be submitted to the Engineering Division for review prior to issuance of a grading permit. In the event it is discovered that the runoff cannot be treated on site, the developer shall treat the remaining portion of runoff or all of the equivalent amount of runoff at an off-site facility adequately sized and designed to meet the treatment and flow control needs. The offsite facility(ties) shall be constructed with the first phase of the project, as approved by the City Engineer.	Not applicable at this time.	Will be a separate phase.	Submit C.3 Plan. They also still have to submit plans for the pump station and water reservoir, and complete supplemental geotechnical analyses.
25	 Article IV: Obligations of City				

	DA Section	Condition/Requirement	Status	Comments	Action Items
26	4.01	Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.	Compliant to date.		No action.
27	4.02	Processing of Annexation and Central Valley Project Inclusion. City shall promptly, in cooperation with Developer, process all documents necessary to achieve annexation of the Property to the City, CCWD, and Delta Diablo and inclusion into the Central Valley Project area.	Compliant.	LAFCO's Certificate of Completion effective date April 17, 2017.	Annex property to City, CCWD, Delta Diablo, and Central Valley Project Area.
28	 4.03	Availability of Public Services.			
29	a	General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.	Not applicable at this time.		City shall reserve capacity for water services for project.
30	b	Construction Water. City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.	Not applicable at this time.	Discovery doesn't think it's possible to install the waterline north of the Kirker Creek Apartments. So we told them to pothole on Buchanan Road and figure out an alternate design, so we're waiting on their response. They also still have to submit plans for the pump station and water reservoir, and complete supplemental geotechnical analyses.	City shall permit water hook ups to existing water supply infrastructure.
31	4.04	Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods, or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.	Not applicable at this time.		Can rebuild in within term.
32	 4.05	Reimbursement of Infrastructure Costs.			
33	a	Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, the off-site water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse developer for City's portion of such costs, subject to the City's prior verification through inspection and construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within 60 days after City's final acceptance or at any such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of 5% for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and as builts for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.	Not applicable at this time.		City shall reimburse Developer for City portion of costs.

DA Section	Condition/Requirement	Status	Comments	Action Items
34 b	City Authorization of Reimbursement. Notwithstanding any other provision of this Section or of this Agreement or VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.05a herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within 30 days of its receipt of such estimated costs, Developer shall provide written notice to the City Manager and to the City Engineer, if neither responds within 30 days of the City's receipt of the second request, the request shall be deemed approved. the City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost of that work is \$100,000 or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in form of credits, which can actually be used by Developer to offset Developer's payment of Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within 30 days of invoicing.	Not applicable at this time.		Before City reimburses, Developer must provide estimates to City w not-to-exceed cap before hand. Must be approved by City Manager.
35 4.06	James Donlon Extension. Developer shall be entitled to build out the Project prior to construction of the James Donlon Extension, to the extend consistent with CEQA. Developer shall design the entrances to and exits from the Project so that all entrances and exists shall reasonably integrate into the future intersection at the James Donlon Extension and Kirker Pass Rd. The City acknowledges that the construction by Developer of the intersection shall be temporary up to the catch/tie-in point as determined by the City Engineer in writing. The City shall thereafter be responsible for coordinating and removing and replacing such temporary construction at the time the permanent intersection improvements are constructed, at no further cost to Developer.	Not applicable at this time.		Can build entrances to project that will integrate to intersection at James Donlon Extension before James Donlon is constructed.
36 4.07	Park Fee Credit. Developer may receive partial park fee credit for certain trails and trail improvements constructed by Developer. Developer and City agree that the park in-lieu fee amount will be \$9.40/sq ft increased annually by the CPI for the SF-Oakland area, with the first increase implemented in Jan 2017 reflecting 2016 increases. However, if a lower fee is established by the City Council in accordance with the provisions of the Pittsburg Municipal Code, than that fee shall apply.	Not applicable at this time.		Possible partial park fee credit for certain trails and improvements constructed by Developer.
37 4.08	EBRPD Fee. Pursuant to the May 2006 MOU, Developer shall pay to the East Bay Regional Park Ditrict (EBRPD) the fee of \$2,000 upon issuance of each building permit, for the purpose of either acquiring additional public open space or for the maintenance of open space areas. Additionally, Developer shall advance up to \$300,000 in these fees to EBRPD and shall receive credit for such advance as building permits are issued. This fee shall not constitute or otherwise affect any obligations under applicable law for Developer to fund park improvements to to otherwise pay park related fees as set forth in the May 2006 MOU.	Not applicable at this time.	No Building Permits issued at this time.	Pay \$2,000 to EBRPD upon issuance of each building permit.
38	 Article V: Cooperation – Implementation			
39	 5.01			
	Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:			

DA Section	Condition/Requirement	Status	Comments	Action Items
40	a	Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety, and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement.	Compliant to date.	No action.
41	b	Basis for Denial. City may deny and application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.	Not applicable at this time.	Subsequent approvals. Review subsequent approvals to ensure they comply w DA.
42	5.02	Timely Submittals by Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans, and other necessary materials as set forth in Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.	Not applicable at this time.	Subsequent approvals.
43	5.03	Timely Processing by City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (i) providing at the Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section, Developer's reimbursement to City for such services, in accordance with standard City practice.	Not applicable at this time.	Subsequent approvals.
44	5.04	Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of the Developer, use its best efforts to ensure the timely availability of such permits and approvals. City shall cooperate with Developer to obtain any and all approvals from Contra Costa County related to the construction or operation of the Drainage Improvements. City shall cooperate with Developer, CCWD and the Bureau of Reclamation in all matters related to CCWD's application to the Bureau to expand the place of use of Central Valley Project water to include the Project Site.	Not applicable at this time.	Developer shall apply for permits from other entities as required.
45	 5.05	Lighting and Landscaping District, Park Maintenance.		
46	a	Developer agrees that the Project Site will be annexed into City's existing Lighting and Landscaping District, as established pursuant to City Reso No. 88-7324 as well as City's Community Facilities District 2007-1 for park maintenance, City's Community Facilities District for the maintenance of C.3 facilities as, to the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein.	Not applicable at this time.	Annex into Lighting and Landscaping District and Community Facilities District.

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47	b Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of parks.	Not applicable at this time.		No action.
48	5.06 GHAD. Developer agrees to take all steps necessary to either expand the existing Southwest Pittsburg Geologic Hazard Abatement District or to establish a new GHAD, at no cost to the City or to the GHAD, to provide for, among other things, geologic hazard abatement, maintenance of detention basins, grassland maintenance, fire protection, and erosion control within portions of Project Site. Unless otherwise required by law, the parties intend that the Project Site will be assessed by the SW Pittsburg GHAD or a new GHAD upon the respective GHAD's acceptance of the GHAD Area identified in the Project Approvals (which GHAD Area shall include the detention basins and C.3 storm facilities).	Not applicable at this time.		Developer will either expand the existing Southwest Pittsburg Geologic Hazard Abatement District or to establish a new GHAD.
49	5.07 Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2004-1, as adopted pursuant to Reso No. 04-10071 ("The Police Services District") at no cost to the City, in order to provide for police and other emergency services to the Project site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot.	Not applicable at this time.		Developer shall include the Project Site into the City's existing police services Community Facilities District before filing first final map. Pay levy after issuance of building permit.
50	5.08 Fire Services CFD. In the event the City forms a City Community Facilities district to provide for fire protection services in the City for the Contra Costa Fire Protection District and acquisition or replacement and acquisition or replacement of equipment primarily situated in the fire stations located in the City, Developer agrees to take all steps necessary to include the Project Site into the district. This inclusion of the Project into the district shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. City agrees that the levy to be assessed on each legal residential lot in the Project shall be no greater than \$75.00 and increased annually by the CPI for the SF-Oakland area, with the first increase implemented in January 2016 reflecting 2015 increases. Each legal residential lot located on the Project Site will be required to pay the levy by for this district no earlier than the issuance of a certificate of occupancy for such lot (such levy shall not go into effect for any certificate of occupancy for such lot (such levy shall not go into effect for any certificate of occupancy issued for model homes in the Project until such model home is transferred to a third party homebuyers).	Not applicable at this time.	Include into district before filing first final map.	If the City forms a City Community Facilities district for fire protection services, the Developer will include project site into district.
51	5.09 General Plan Maintenance Fees. Developer agrees to pay development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be \$125.00 per building Permit.	Not applicable at this time.	No building permits issued.	Pay \$125/building permit for GP.
52	5.10. Assessment Districts or Other Funding Mechanisms.			
53	a City understands that City's long term assurances to Developer concerning fee, taxes, and assessments related to Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, the taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.10 of this agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism, or related increases are in place and legally effective as of the date of this Agreement's Effective Date.	Not applicable at this time.	Only applicable in event of formation of new assessment districts.	

DA Section	Condition/Requirement	Status	Comments	Action Items
54 b	At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, geologic hazard abatement district, landscaping and lighting districts, community facilities district, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City and which will result in no commitment of City funds. City shall diligently seek to sell any bonds to be issues and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.	Not applicable at this time.	Only applicable in event of formation of new assessment districts.	
55 5.11	Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property, or open space dedications) pursuant to this Agreement shall be accompanied by a one year warranty bond in a form and in an amount, and with a surety acceptable to City or otherwise as determined in the applicable Subdivision Improvement Agreement.	Not applicable at this time.		One year warranty bond for infrastructure improvements dedicated to City.
56	Article VI: Standards, Laws, Procedures Governing the Project			
57 6.01	Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.	Compliant to date.		
58 6.02	Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the max height, bulk, and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.	Compliant to date.		
59 6.03	Applicable Law. Applicable Law shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approval, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying new rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.	Compliant to date.		
60 6.04	Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limited construction of all or any part of the Project.	Not applicable at this time.		
61 6.05	Moratorium And Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution, or other measure in enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution, or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.	Not applicable at this time.		

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62 6.06	Environmental Mitigation. The parties understand that the EIR for the Project is a project level CEQA document intended to be used in connection with each of the Project Approvals and Subsequent Approvals needed for the Project. Consistent with the CEQA policies and requirements applicable to the EIR, City agrees to use the EIR in connection with the processing of any Subsequent Approval to the extent allowed by law. City agrees not to impose on Developer any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the Mitigation Monitoring Program described in the FEIR, specifically required by Applicable Law, or as properly required through the design or architecture review process as long as such mitigation measures or other conditions are imposed in a manner consistent with applicable design review guidelines.	Compliant to date		
63 6.07	Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning, or other land use entitlement approved as a Project Approval or a Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits, or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or any Project development activities.	Not applicable at this time.		
64 6.08	State and Federal Law. As provided in California government Code 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("Changes in the Law"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.	Not applicable at this time.		
65 6.09	Timing of Project Construction and Completion.			
66 a	Project Phasing. The Project is expected to be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular time period, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition, and other similar factors.	Compliant to date.		
67 b	The parties agree that the Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time and Developer shall determine which part of the Project Site to develop first and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co v City of Camarillo, that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgement. Developer's rights under this Section 6.09b shall be subject to the requirement that adequate infrastructure to service each phase of the Project is constructed concurrently with such phase. the City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable law.	Compliant to date.		
68 c	Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof.	Compliant to date.		

DA Section	Condition/Requirement	Status	Comments	Action Items
6.10.	Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section shall not prohibit the City from imposing on Developer any fee, mitigation measure, or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State, or Federal obligations and implemented by the City in cooperation with such local, regional, state, federal agencies, provided such fee, mitigation measure, or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater related C.3 requirements and increases thereto.	Compliant to date.		
6.11	City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.	Compliant to date.		
Article VII: Amendment				
7.01	Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:			
a	Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine (i) whether the requested amendment or modification is minor when considered in light of the project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes, and State or Federal Law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an Administrative Project Amendment and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale, or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layout, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.	Not applicable at this time.		City to review any requested amendments.
b	Non Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.	Not applicable at this time.		Amendments to be reviewed.
7.02	Amendment of this Agreement. This Agreement may be amended from time to time in whole or in part by mutual written content of the parties hereto or their successors in interest as follows:			
a	The City Manager or his/her designee may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height of size of proposed buildings or (vi) monetary contributions by Developer, and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section, the term substantially affect shall be evaluated in context of the entire project.	Not applicable at this time.		
b	Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.	Not applicable at this time.		

	DA Section	Condition/Requirement	Status	Comments	Action Items
78	c	Amendment Limitations. In consideration of the cope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions including new exactions or other obligations as are reasonably related to the impacts on City directly attributable to such amendment.	Not applicable at this time.		
79	Article VIII: Assignment, Transfer, and Notice				
80	8.01	Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights, or obligations under this Agreement, the Project Approvals, or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including without limitation, purchasers or ground lessees of lots, parcels, or facilities.			
81	8.02	Transfer Agreements.			
82	a	In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee", Developer and the transferee shall enter into a written agreement regarding the respective interests rights, and obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address ant other matter deemed by developer to be necessary or appropriate in connection with the transfer or assignment.	Not applicable at this time.		
83	b	Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within 30 days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only id, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such trasnferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent of a proposed transferee pursuant to this Section 8.02b if such transferee has a net worth of at least Ten Million Dollars documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa Countu, Developer shall automatically be released from those obligations assumed by the transferee therein.	Not applicable at this time.		
84	c	Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.	Not applicable at this time.		
85	8.03	Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than 10 lots to a single retail builder, or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school, or other nonresidential uses. The transferee in such a transaction and its successors shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this section shall exempt any property transferred to Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.	Not applicable at this time.		

DA Section	Condition/Requirement	Status	Comments	Action Items
86 8.04	Notice of Compliance Generally. Subject to the City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within 30 days following any written request which Developer may make from time to time, City shall execute and deliver to Developer a written "Notice of Compliance" in recordable form, duly executed and acknowledged by the City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.	Not applicable at this time.		
87 - Article IX: Cooperation in the Event of Legal Challenge				
88 - 9.01	Cooperation			
89 a	Developer agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal, or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to all court costs and attorney's fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.	Compliant to date.		No action.
90 b	Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.	Compliant to date.		No action.
91 c	The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any provision of this Agreement, or the Agreement as a whole, is invalidated rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.	Compliant to date.		No action.
92 - 9.02	Cure; Reapproval.			
93 - a	If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgement in such action or proceeding, the parties agree to use their respective best efforts to sustain or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:	Not applicable at this time.		
94 i	If any Judgement requires reconsideration or consideration by the City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgement invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgement or upon which the Judgement is based in a manner consistent with the intent of this Agreement and the Judgement. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgement necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.	Not applicable at this time.		

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95 ii	Acting in a manner consistent with the intent of this Agreement or a Judgement includes, but is not limited to, recognizing that the parties intent that Developer may develop a 351 single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including by not limited to, a general plan amendment, rezoning, vesting subdivision map approvals development plan approvals, PD plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificate of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgement.	Not applicable at this time.		
96 b	The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.	Compliant to date.		No action.
97 Article X: Defaults; Remedies; Termination				
98 10.01	Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continued uncured for a period of 30 days following written notice of such failure from the other party, shall constitute a default under this Agreement. The Complaining Party's notice shall specify the nature of the alleged failure and, may specify the manner in which the failure and, may specify the manner in which the failure satisfactorily may be cured By the other party. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot be reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than 30 days after the Defaulting Party's receipt of the Default Notice), the Defaulting party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within 120 days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement, or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.	Not applicable at this time.		
99 10.02	Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated 60 days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).	Not applicable at this time.		
100 10.03	Periodic Review.			

DA Section	Condition/Requirement	Status	Comments	Action Items
101	a	Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every 12 months following the execution of this Agreement, City shall review the extend of good-faith compliance by Developer with the terms of this Agreement. This review shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code 65865.1. Developer also agrees to pay City annually the greater of \$5000 or the actual cost of Periodic Review Fee (not to exceed \$10,000). The \$5,000 shall be increased annually thereafter by the CPI for the San Francisco-Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.	Sending Payment request. 11/25/209.	Complete DA Review annually. Developer pays City fee.
102	b	Notice. At least 10 days prior to the Periodic Review, and in the manner prescribed in Article 12 of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.	Compliant to date.	Send notice at least 10 days prior to 12/21/20.
103	c	Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that the Developer has not complied wit such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally Developer and City.	Compliant to date.	City Manager make written findings and determination if Developer has complied in good faith.
104	d	Failure to Properly Conduct Periodic Review. If, after 30 days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.	Compliant to date.	No action.
105	e	Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within 30 days, following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.	Compliant to date.	Provide developer written notice of compliance within 30 days of request.
106	10.04	Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.	Not applicable at this time.	
107	10.05	Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay or longer, as may be mutually agreed upon in writing.	Not applicable at this time.	

	DA Section	Condition/Requirement	Status	Comments	Action Items
108	10.06	Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.	Not applicable at this time.		
109	10.07	California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.	Compliant to date.		Follow state law.
110	10.08	Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of the process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session or 90 days of filing the written request of mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provision of this Section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses to be paid by the party against whom enforcement is ordered. Nothing in this Section shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters begin addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.	Not applicable at this time.		
111	10.09	Attorney's Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.	Not applicable at this time.		
112	Article XI: No Agency, Joint Venture or Partnership				
113		It is specifically understood and agreed to by and between the parties hereto unless otherwise expressly provided herein (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.	Compliant to date.		No action.
114	Article XII: Miscellaneous				
115	12.01	Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.	Compliant to date.		No action.

	DA Section	Condition/Requirement	Status	Comments	Action Items
116	12.02	Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this agreement shall be enforceable by party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or an other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by the City that changes, alters, or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.	Compliant to date.		
117	12.03	Finding. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.	Compliant to date.		No action.
118	12.04	Severability. If any term or provision of this Agreement or the application of any term or provision of this Agreement to a particular situation, is held by a competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination the other party.	Not applicable at this time.		
119	12.05	Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.	Compliant to date.		Deliver documents as necessary.
120	12.06	Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval, or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.	Compliant to date.		No action.
121	12.07	Other Misc Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.	Compliant to date.		No action.
122	12.08	Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil code 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.	Compliant to date.		No action.

DA Section	Condition/Requirement	Status	Comments	Action Items
12.09	Notices. Any notice or communication required hereunder between City or Developer must be in writing and may be given either personally, by fax (with original forwarded by regular US mail), by registered or certified mail (return receipt requested), or by FedEx or or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday or Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or b) 5 days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the US mail. If given by Federal Express or a similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving 10 days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below. If to City, to: City Manager City of Pittsburgh Civic Center 65 Civic Avenue Pittsburg, CA 94565-2830 With Copies , to: Ruthann G. Zeigler City Attorney Meyers Nave 555 Capitol Mall, Suite 1200 Sacramento, CA 95814 If to Developer, to: Albert D. Seeno, III Altec Homes, Incl. 4061 Port Chicago Hwy. Ste. H Concord, CA 94520 With Copies , to: Altec Homes, Incl. Attn: Legal Department 4021 Port Chicago Hwy. Concord, CA 94520	Compliant to date.		10 days written notice.
12.10.	Entire Agreement, Counterparts, and Exhibits. This Agreement is executed in two duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 32 pages and 3 exhibits which constitute in full, the final and exclusive understanding and agreement of the parties supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof, excluding the March 2006 MOU, the May 2006 MOU, and the July 2005 Faria MOU. The Parties, however, agree that to the extent Developer complies with all terms and conditions of this Development Agreement, Developer has fully met the obligations of the March 2006 MOU and Sections B, C and D of the May 2006 MOU. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes: Exhibit A - Legal Description Exhibit A-1 - Project Site Diagram Exhibit B - Applicable Fees Exhibit C - Affordable Housing Agreement.	Compliant to date.		No action.

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DA Section	Condition/Requirement	Status	Comments	Action Items
12.11	Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.	Compliant. Recorded Thursday, April 21, 2016.		Record DA.



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the Salary Range of the Water Plant Superintendent

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Directors of Community Development and Human Resources, has approved an adjustment to the Water Plant Superintendent's salary range. In accordance with the City's Personnel Rules, the City Council is asked to establish the new salary range.

FISCAL IMPACT

The fiscal impact for the proposed salary range adjustment is \$3,534 for the remainder of the fiscal year.

RECOMMENDATION

The City Council adopt a resolution to establish the new salary range for the position of Water Plant Superintendent of \$11,781 to \$12,370 per month.

BACKGROUND

Last month, the Director of Human Resources met with the Director of Community Development and Interim Director of Public Works to discuss a salary compaction between the Water Plant Supervisor and Water Plant Superintendent. The Water Plant Supervisor's maximum salary with education incentives is \$11,722 per month. The Water Plant Superintendent's maximum base pay is currently \$11,781 per month. To alleviate the compaction, staff recommended a five percent salary adjustment to the Water Plant Superintendent's salary from \$11,781 per month to \$12,370 per month. With the adjustment the pay difference between Water Plant Superintendent at maximum base pay and Water Plant Supervisor at maximum pay with incentives will be 5.53%.

City staff provided notification to ASFCME Management, Professional, Confidential representatives on December 1, 2020. The union confirmed their agreement to the proposed increase of 5% on December 2, 2020 with the attached amendment to the ASFCME Management, Professional, Confidential bargaining agreement.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The five percent salary adjustment to the Water Plant Superintendent's salary from \$11,781 to \$12,370 per month is recommended due to salary compaction with the Water Plant Supervisor classification.

In accordance with the City's Personnel Rule 11.1, salary ranges are set for each classification by the City Council. The City Council is asked to establish the salary range for the Water Plant Superintendent classification. In accordance with the Meyers-Milias-Brown Act, the City Council is asked to adopt the signed side letter agreement between ASFCME Management, Professional, Confidential and the City to modify the maximum salary range of the Water Plant Superintendent from \$11,781 to \$12,370 per month.

Staff will work with the Public Works Department to implement the salary adjustment to the Water Plant Superintendent effective the beginning of the next pay period.

ATTACHMENTS:

Resolution
AFSCME-MPC Side Letter of Agreement

Prepared by: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to Amend the Salary Range)
For Water Plant Superintendent_____) RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the City Manager, upon recommendation by the Directors of Human Resources and Community Development, has approved the amendment to the Water Plant Superintendent salary range; and

WHEREAS, the City's Personnel Rules call for the City Council to establish the salary ranges for classifications.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2. The City Council adopt this Resolution to amend the salary range of Water Plant Superintendent from \$9,692 (minimum) through \$11,781 (maximum) to \$10,177 (minimum) through \$12,370 (maximum).

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

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Amendment #1

**To the Memorandum of Understanding
Between the City of Pittsburgh and AFSCME MPC Unit
July 1, 2020 through June 30, 2021**

This will confirm an understanding reached between the City of Pittsburgh and the American Federation of State, County and Municipal Employees (AFSCME), MPC Unit.

Exhibit B. Current Salary Range

1. The monthly salary range for employees in the classification below:

Classification	Range	Step A	Step B	Step C	Step D	Step E
Water Plant Superintendent	883	10,177	10,686	11,220	11,781	12,370

FOR AFSCME (MPC)

By [Signature]
Business Agent

Date: 12/2/2020

FOR CITY OF PITTSBURGH

By [Signature]
Garrett Evans, City Manager

By [Signature]
Stacy Shell, Director of Human Resources



**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 Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2020 and Other Miscellaneous Audit Reports

MEETING DATE: December 20, 2021

EXECUTIVE SUMMARY

The Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2020 has been completed and complies with the Governmental Accounting Standards Board (GASB) reporting requirements. The City has received an unqualified or “clean opinion” by the City’s auditing firm, Maze and Associates Certified Public Accountants (Maze).

FISCAL IMPACT

There is no fiscal impact to receive and file the CAFR and other Miscellaneous Audit Reports.

RECOMMENDATION

Receive and file the CAFR for the fiscal year ended June 30, 2020 and other Miscellaneous Audit Reports.

BACKGROUND

Pursuant to and in compliance with GASB 34, the City is required to receive and file its CAFR at the end of each year. The CAFR is governed by GASB and includes a set of financial statements comprised of financial reports of the City, along with notes, narratives and other supporting data. The purpose of the CAFR is to be transparent about the use of taxpayers money and to provide the public a detailed accounting of all City financial activities.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Maze has completed its review and examination of the City's financial transactions and statements for the fiscal year end June 30, 2020. Maze has expressed an opinion that the City's financial statements are presented fairly, in all material respects, and in conformity with the accounting principles generally accepted in the United States of America.

The following is a summary of the financial highlights from the Management's Discussion and Analysis section of the CAFR:

The assets and deferred outflow of resources of the City exceeded its liabilities and deferred inflows of resources at the close of Fiscal Year 2019-20 by \$381.6 million (M) (net position).

The City's total net position of \$381.6M increased from the prior fiscal year by \$0.9M. See below for a breakdown of governmental and business type activities:

As of June 30, 2020, the City's governmental fund balance realized an increase of \$4.8M resulting in a balance of \$51.7M compared to the prior fiscal year balance of \$46.9M. The difference is a combination of additional general revenues: increase in taxes and fees and an offsetting of costs incurred in personnel, contractual and capital outlay expenditures.

As of June 30, 2020, the fund balance (total assets minus total liabilities) for the General Fund, which includes the Budget Stabilization and Economic Development funds, was \$24.2M. The detail of this amount is as follows: \$1.8M was designated as "Nonspendable" for items that are not in a spendable form such as deposits, interfund advances and inventory, \$0.6M was designated as "Assigned" for economic development activities and encumbrances intended to be used for specific purposes designated by the City Council and the remaining \$21.8M was "Unassigned". The unassigned balance consists of \$19.3M in General Fund operating reserve available to cover expenses in the event of an emergency and \$2.5M in the Budget Stabilization Fund that can be used to balance future budgets subject to the limits of the Fiscal Sustainability Ordinance.

As of June 30, 2020, the City's net position from business type activities (enterprise funds) increased by approximately \$7.5M from \$142.4M to \$149.9M. The increase is a combination of additional fees due to rate increases, investment earnings coming in higher as compared to prior year and an increase in net capital assets.

The current Memorandum on Internal Control (MOIC) and Required Communications for the fiscal year end June 30, 2020 are attached to this report.

In its MOIC, Maze identified one significant deficiency in the City's internal controls. A significant deficiency in internal control is less severe than material weakness, yet important enough to merit attention by those charged with governance.

Condition: Review of Payroll Registers and Payroll Database

During the auditors review of payroll, five Finance Department staff members were identified as having authority to edit the payroll database, including the two employees who process payroll. In addition, the City had not implemented a formal review process for payroll registers and edits to the payroll database.

Management's Response:

The City has implemented a review process. Review of the payroll register after every payroll run is primarily assigned to the Manager of Accounting and Budgeting, who can edit the database. During assignee's absence, the other two managers who also have edit rights will serve as backup reviewers. To detect authorized transactions, Payroll Changes report will be reviewed by the Financial Analyst who does not have rights to edit.

ATTACHMENTS: Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2020

Independent Accountants' Report on Agreed-Upon Procedures
Applied to Appropriations Limit Schedule for the Fiscal Year ended
June 30, 2020

Memorandum on Internal Controls

Required Communication

Report Prepared By: Laura Mendez, Finance Reporting Manager

Reviewed By: Maria Aliotti, Interim Director of Finance

Comprehensive Annual Financial Report

Fiscal Year Ended June 30, 2020



City of Pittsburg, California
www.ci.pittsburg.ca.us

City of Pittsburg California

Comprehensive Annual Financial Report Fiscal Year Ended June 30, 2020



Prepared by the Finance Department

Brad Farmer
Director of Finance

Laura Mendez
Division Manager, Financial Reporting



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

City of Pittsburg
Basic Financial Statements
For the Year Ended June 30, 2020
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Basic Financial Statements
For the Year Ended June 30, 2020
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CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020



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

November 29, 2020

Honorable Mayor
Members of the City Council
And Residents of Pittsburg

We are pleased to present the City of Pittsburg Comprehensive Annual Financial Report (CAFR) for the year ending June 30, 2020 (FY 2019-20). The information in this CAFR is prepared in accordance with "Generally Accepted Accounting Principles" (GAAP) and includes an unmodified opinion on the report by the City's independent certified public accountants. Although we rely on the standards and expertise of these external authorities, the City is responsible for the accuracy and fairness of this report, inclusive of all disclosures that are necessary to enable the reader to understand the City's operations.

For those readers interested in a more detailed review of the City's financial statements, a narrative section called Management's Discussion and Analysis (MDA) has been included as part of the Financial Section. The MDA reports on the financial highlights of the City and provides additional analysis on the variances and trends reported as part of the financial statements. The MDA also discloses significant items affecting the financial condition of the City and is designed to be read in conjunction with this letter of transmittal.

City Profile

The City was incorporated in 1903 and is located along the Sacramento-San Joaquin River Delta, situated on the north side of Mount Diablo. Pittsburg is located in the northeast part of Contra Costa County.

The City is a general law City and operates utilizing the City Council-Manager form of government. The five City Council members are elected at large for staggered four-year terms to govern the City. Also elected to four-year terms are the City Treasurer and City Clerk. The City Council is responsible for establishing goals, priorities, and policies; adopting an annual budget; appointing commissions and committees; and hiring the City Manager and City Attorney. The City Manager is responsible for implementing the City Council's policies, overseeing the day-to-day operations of the City and appointing the directors of the City's departments.

The City provides a full range of municipal services, including police, water treatment and distribution, sewer collection, streets, cultural and recreational facilities, public works, parks, economic development, planning, zoning, building inspection, code enforcement, housing assistance, marina operations, energy distribution, engineering, and general administration. The Contra Costa County Fire Protection District provides fire protection services for the City.

Reporting Entities

The financial statements included in this CAFR present the City (the primary government) with all the City funds, Housing Authority, Successor Agency (SA), Pittsburg Power Company, Southwest Pittsburg Geologic Hazard Abatement District II ("GHAD II") and Pittsburg Arts and Community Foundation (PACF) as component units. These five component units are separate legal entities; however, the members of the City Council also serve as members of the Governing Boards of these component units. Therefore, the financial information for the Housing Authority, SA, Pittsburg Power Company, "GHAD II" and PACF are blended with the City's financial information.

Economic Conditions and Outlook

Pittsburg's population has grown to approximately 72,541. Even through employment rates had dropped in the past several years since the recession, the City of Pittsburg has seen a rise in unemployment the last quarter of FY 19-20 due to the Corona Virus pandemic, also known as COVID 19. Despite the pandemic, the City of Pittsburg has experienced continued growth in its major tax revenue categories such as sales tax, franchise fees, motor vehicle and gas tax.

Sales Tax revenue increased by 9% or \$1,324,969 resulting from catch up adjustments from California Dept of Taxation Administration for backlog taxes since its takeover from Bureau of Equalization in 2018. In addition, the City is now receiving online retail sales tax revenue as a result of the Wayfair Supreme Court ruling that now allows states to tax remote and out-of-state retailers.

The Franchise Fees revenue increased by 5% or \$283,671 mainly due to the City's electric franchise fee surcharges as a result of increased membership and usage in the Marin Clean Energy (MCE) promoting renewable energy.

Motor Vehicle revenue increased by 4% or \$221,427 consistent with the City's increase in property assessment values.

Gas Tax or Highway User's Tax increased by 9% or \$242,964 as a result of increased registered vehicles within the City.

The City's Economic Development department continues to partner with the Chamber of Commerce to attract new businesses, assist existing businesses, and collaborate with organizations to train and enable residents to find employment. EastBay Works, Los Medanos College and Future Build are entities the City works with to provide businesses and residents with employment and training opportunities locally. The City's CDBG program has funded COCO Kids who promote early childcare and education, Renaissance Entrepreneurship Center promotes small

business in our community and Opportunity Junction who assist low income residents with job placement and training.

COVID 19 has exposed the vulnerability of homeless individuals. The County of Contra Costa, with the support of the State of California and its Project Room Key, has taken over Motel 6 to house the homeless to help prevent the spread of the virus. Project Room Key is now transitioning to Project Home Key, where the County will convert Motel 6 into a permanent homeless shelter. The City will be required to make necessary adjustments resulting in the revenue loss of approximately \$400,000 in transient occupancy tax generated by Motel 6.

Due to the impacts and uncertainty of COVID 19, the City is closely monitoring the guidelines of local, state and federal health agencies. We are working diligently to maintain the core services Pittsburg residents and businesses expect from their local government.

General Fund Condition and Long-term Plans

The City developed a 20-year General Fund Forecast and Balancing Plan (“20-Year Plan”) to assist City management and City Council on the General Fund budget and use of the Budget Stabilization Fund. Periodically, the 20-year Plan is updated based on current revenue and expenditure information.

This plan incorporates anticipated fluctuations of revenues and expenditures over a longer term, thus allowing the City to manage its affairs in a prudent fiscal manner, while providing services to residents and businesses necessary for a growing community.

Fiscal Sustainability Ordinance

In June 2017, the City passed an updated Fiscal Sustainability Ordinance to ensure the City protects its revenues and to ensure proper fiscal responsibility. As part of the Ordinance, reserve levels and funding mechanics were mandated to provide for emergencies and ensure that proper fiscal reserve levels were maintained. Within the Ordinance, reserve levels were set at 30% of annual operating expenses for the City’s General Fund, Internal Service Funds and Enterprise Funds. The reserve level was placed at a percentage of operating expenses rather than a static number to ensure adequate reserve levels are maintained over time. The City also established a Budget Stabilization Fund to provide a minimum of \$2 million or 5% of the City’s annual General Fund operating expenses. The Budget Stabilization Fund was fully funded in FY 2017-18. Throughout the year staff monitors the reserve levels to ensure the City is in compliance with the ordinance.

Major Initiatives:

Capital Projects completed FY 2019-20:

- Crestview Drive Speed Humps
- Hanlon Way Speed Humps
- School Area Pedestrian Countdown Signals
- Highland Park Curb Ramps (CDBG)
- North Parkside Drive Retaining Wall
- Marina Maintenance Dredging (Area A & B)

FY 2020-21 Major Initiatives:

Capital Projects Scheduled for Construction during FY 2020-21:

- Citywide Water & Sewer Rehabilitation Project (Sunset Park)
- West Leland Road Safety Improvements
- West Leland Road Street Lighting Project (Railroad Avenue to Crestview Drive)
- West Leland Road & Loveridge Road Pavement Management Project
- Patch Paving, Sealing & Striping (Pittsburg-Antioch Highway & Loveridge Road)
- 2017 Sewer and Waterline Rehabilitation/Replacement (Cornwall neighborhood)
- Stoneman Avenue Intersection Improvements
- Montezuma Slough Pump Station
- Central Avenue Waterline Replacement
- Highlands Ranch Park LED Sign Rehabilitation
- DeAnza Park Improvements
- Island Energy Causeway Bridge Coupling Replacement Project
- California Theatre renovation for the 2nd floor balcony and seating

OTHER INFORMATION

The City is responsible for establishing and maintaining internal control structures designed to ensure that the assets are protected from loss, theft, or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. The internal control structures are designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Single Audit and Compliance

As a recipient of federal and state financial assistance, the City is responsible for ensuring that an adequate internal control structure is in place to ensure compliance with applicable laws and regulations related to those programs. This internal control structure is subject to periodic evaluation by management and the Finance staff of the City. In management's opinion, the City's internal controls adequately safeguard assets and provide reasonable assurance of the proper recording of financial transactions. In addition, the results of the City's Single Audit for the fiscal

year ended June 30, 2019 provided no instances of material weaknesses in the internal control structure or significant violations of applicable laws and regulations.

Budgetary Controls

The City maintains budgetary controls to safeguard City assets and ensures compliance with legal provisions embodied in the annual appropriated budget as approved by the City Council. Activities of the General Fund, Special Revenue funds and Capital Projects funds are included in the annual appropriated budget. The level of budgetary control (the level at which expenditures cannot legally exceed the appropriated amount) is established at the fund level. The City also applies and maintains an encumbrance accounting system as a technique to accomplishing budgetary control. As demonstrated by the statements and schedules included in the financial section of this report, the City continues to meet its responsibility for sound financial management. The City has received the "Government Finance Officers Association's Distinguished Budget Presentation" award for its budget document.

Appropriations Limit

Proposition 4, the "Gann" initiative, was passed by California voters in 1978 and is intended to limit governmental General Fund appropriations. The appropriation limit is calculated each year based upon FY 1978-79 appropriations, modified by the composite consumer price index, and population changes that have occurred in subsequent years. The City's General Fund appropriation limit for FY 2019-20 amounted to \$168.6 million. The City's FY 2019-20 General Fund budget was \$47.7 million, which is below the appropriation limit.

Cash Management

The City temporarily holds idle cash in the Local Agency Investment Fund (LAIF) as administered by the Treasurer of the State of California. LAIF invests in obligations of the United States Treasury, Federal Agency Coupons and Discount Notes, Medium Term Notes, and Certificates of Deposit. These investments are permitted under an investment policy adopted by the City Council which defines eligible investments and maturities of the City's investment portfolio and requires securities to be held by the City or by a qualified custodial institution and registered in the name of the City. The quarterly return on LAIF pooled investments at June 30, 2020 was 1.36%, a decrease of 1.21% compared to the prior fiscal year of 2.57%. Total LAIF interest earnings were \$524,011 for FY 2019-20 an increase of \$29,035 compared to the prior fiscal year amount of \$494,976.

Risk Management

The City is self-insured for the first \$25,000 of each loss and maintains excess liability insurance through the Management Pooling Authority (MPA). The City is self-insured for liability occurrences over \$29 million per occurrence. The City also maintains statutory excess workers' compensation insurance through the MPA.

Independent Audit

Maze & Associates, Certified Public Accountants, an independent public accounting firm, has examined the financial statements of the City and its affiliated agencies. Their opinion on the City's financial statements and supplemental information is included within this report.

Certificate of Achievement

The Government Finance Officers Association of the United States and Canada ("GFOA") awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Pittsburgh for its Comprehensive Annual Financial Report for the fiscal year ended June 30, 2019. In order to receive the "Certificate of Achievement" award, a government agency must publish an easily readable and efficiently organized Comprehensive Annual Financial Report. This report must satisfy both the GAAP and applicable legal requirements.

Acknowledgements

The preparation of this report is the result of the concerted effort and dedication of all employees of the City of Pittsburgh Finance Department. However, we would like to acknowledge Laura Mendez and the extra effort she invested in completing this year's Audited Financial Statements.

Finally, we would like to thank the Mayor, Members of the City Council, and City Treasurer for their support in planning and conducting the financial operations of the City in a responsible and transparent manner.

Respectfully submitted,

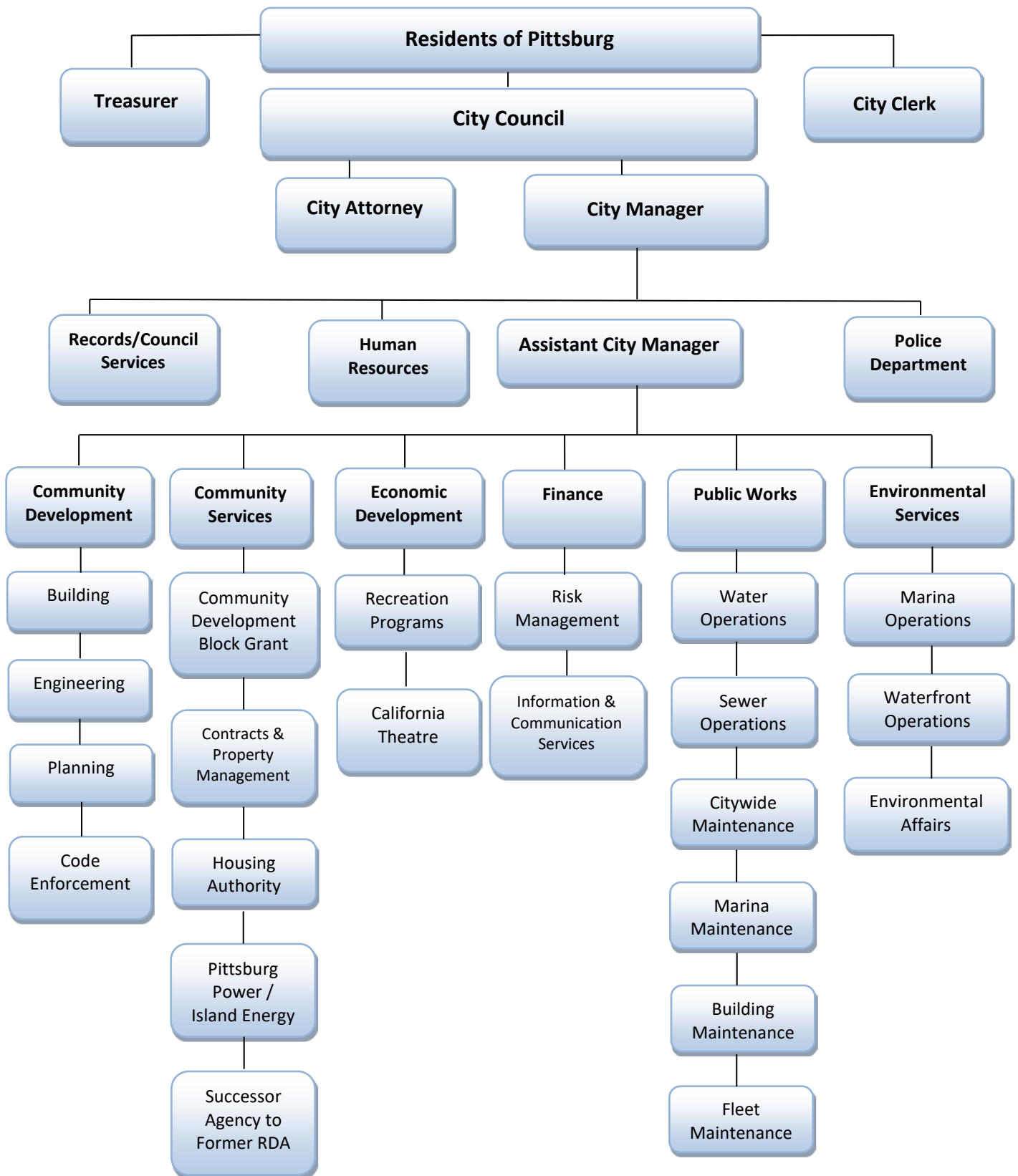


Garrett Evans
City Manager



Maria M. Aliotti
Interim Director of Finance

➤ CITY GOVERNMENT ORGANIZATION



City of Pittsburgh
Comprehensive Annual Financial Report
Fiscal Year Ended June 30, 2020

City Council

Jelani Killings, Mayor
Merl Craft, Vice Mayor
Juan Banales, Council Member
Holland Barrett White, Council Member
Shanelle Scales-Preston, Council Member

Other Elected Officials

Alice E. Evenson, City Clerk
Nancy L. Parent, City Treasurer

City Attorney

Donna Mooney, Esquire, City Attorney

Management Staff

Garrett Evans, City Manager
Fritz McKinley, Assistant City Manager/Director Public Works
Brian Addington, Chief of Police
Alice E. Evenson, Director of Records and Council Services
Brad Farmer, Director of Finance
Jill Hecht, Director of Community Development
Maria Aliotti, Director of Community Services
Stacey Shell, Director of Human Resources



Government Finance Officers Association

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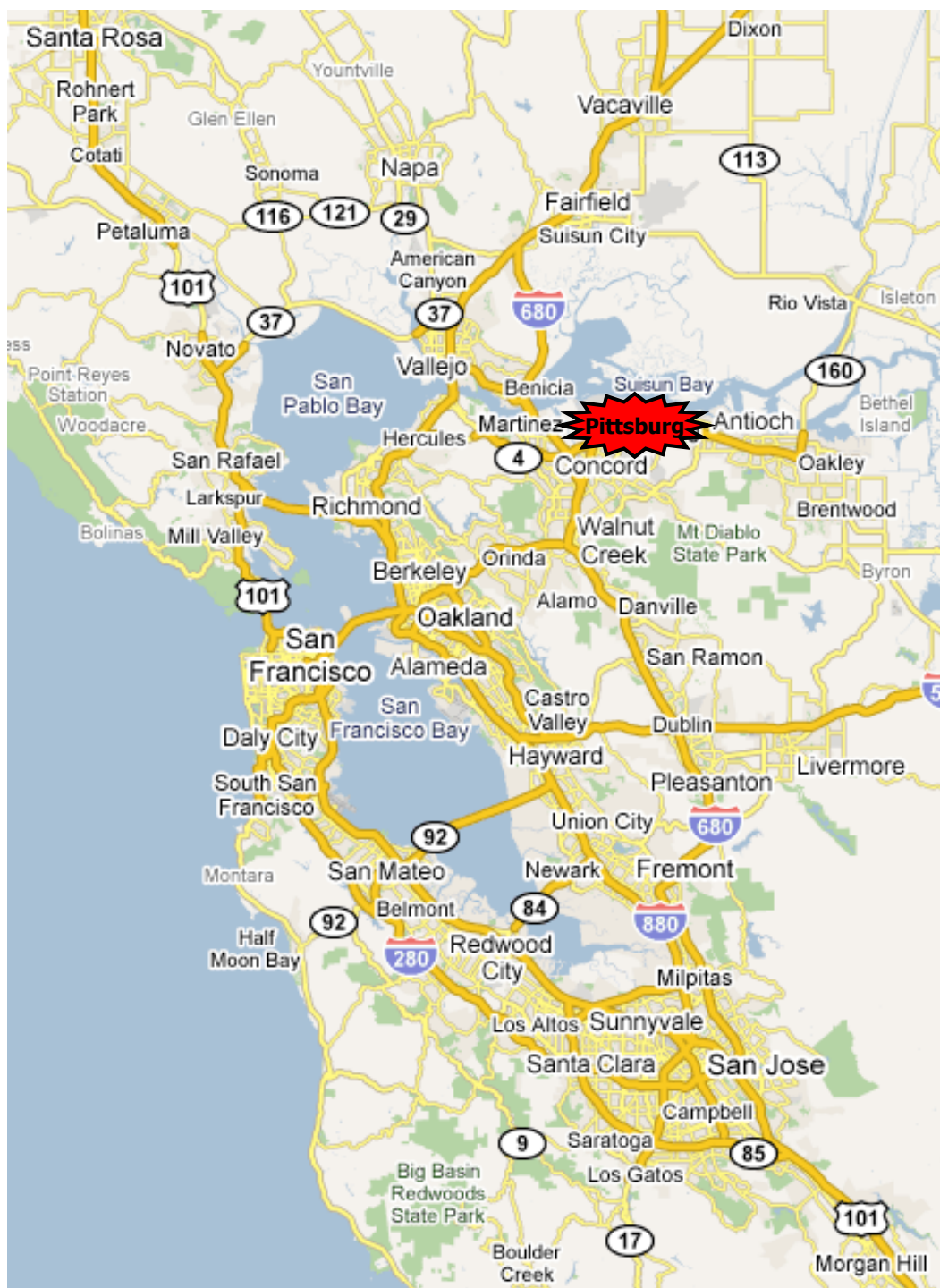
**City of Pittsburg
California**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019

Christopher P. Morill

Executive Director/CEO



INDEPENDENT AUDITOR'S REPORT

To the Honorable City Council of the
City of Pittsburg, California

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Pittsburg, California (City), as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis and other Required Supplementary Information, as listed in the Table of Contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements as a whole. The Introductory Section, Supplementary Information, and Statistical Section listed in the Table of Contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Supplementary Information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The Introductory and Statistical Sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 29, 2020 our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Maze & Associates

Pleasant Hill, California
November 29, 2020



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Pittsburgh, we offer readers this discussion and analysis of the City's financial performance for the year ending June 30, 2020 (FY 2019-20). The accuracy of the data presented and the completeness and fairness of the presentation, including all disclosures in this report, are the responsibility of the City. The report has been prepared in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standard Board (GASB). We encourage readers to consider the information presented here in conjunction with additional information which can be found in the introductory section of this report and within the City's financial statements, which follow this discussion.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflow of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the FY 2019-20 by \$381.6 million (M) (*net position*).

The City's total net position of \$381.6M increased from the prior FY 2018-19 by \$0.9M. See below for breakdown of governmental and business type activities:

As of June 30, 2020, the City's governmental fund balance saw an increase of \$4.8M resulting in a balance of \$51.7M compared to the prior fiscal year balance of \$46.9M. The difference is a combination of additional general revenues: increase in taxes and fees and an offsetting of costs incurred in personnel, contractual and capital outlay expenditures.

- As of June 30, 2020, the fund balance (total assets minus total liabilities) for the General Fund, which includes the Budget Stabilization and Economic Development funds, was \$24.2M. The detail of this amount is as follows: \$1.8M was designated as "Nonspendable" for items that are not in a spendable form such as deposits, interfund advances and inventory, \$0.6M was designated as "Assigned" for economic development activities and encumbrances intended to be used for specific purposes designated by the City Council and \$21.8M as unassigned. The unassigned balance consists of \$19.3M in General Fund operating reserve available to cover expenses in the event of an emergency and \$2.5M in the Budget Stabilization Fund that can be used to balance future budgets subject to the limits of the Fiscal Sustainability Ordinance.
- There are three major funds in the Governmental Funds section of the Comprehensive Annual Financial Report: 1) the General Fund, 2) Housing Authority (Section 8) and 3) Successor Agency Housing.

As of June 30, 2020, the City's net position from business type activities (enterprise funds) increased by approximately \$7.5M from \$142.4M to \$149.9M. The increase is a combination of additional fees due to rate increases, investment earnings coming in higher as compared to prior year and an increase in net capital assets.

- There are five major enterprise funds in the Proprietary Funds section of the Comprehensive Annual Financial Report: (1) Water Utility, (2) Sewer Utility, (3) Marina, (4) Pittsburgh Power Company (including Island Energy) and (5) Waterfront Operations.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Management's Discussion and Analysis is intended to serve as an introduction to the City's basic financial statements, which are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements - The Government-Wide Financial Statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. These statements consist of:

- The Statement of Net Position presents information on all the City's assets and deferred outflow of resources and liabilities, with the difference between the two reported as "net position". Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.
- The Statement of Activities presents information reflecting any change in the government's net position during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs (regardless of the timing of related cash flows). Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation and compensated leave of absence).

Both of the Government-Wide Financial Statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include legislative and legal, general government, public safety, public works, community development and recreation. The business-type activities of the City include Water, Sewer, Marina, Pittsburgh Power Company (includes Island Energy operation), and Waterfront Operations.

The Government-Wide Financial Statements include not only the City but the Housing Authority and Housing Successor Agency. Financial information for these component units are blended with the financial statements of the primary government itself.

Fund Financial Statements – A "fund" is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds can be divided into three categories: governmental funds, proprietary funds, and City's fiduciary funds.

- **Governmental Funds:** These funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. Unlike the Government-Wide Financial Statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. However, this information does not encompass the additional long-term focus of the government-wide statements. Reconciliations that explain the relationship (or differences) between governmental funds and governmental activities follow each of the governmental funds statements.

City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

The City maintains 47 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for three funds that are considered to be major funds. These funds consist of the General Fund, Housing Authority (Section 8), and the Successor Agency Housing Fund. Data from the other 44 governmental funds, which are combined into a single, aggregated presentation under Other Governmental Funds, are considered as non-major funds.

A budgetary comparison statement has been provided for the funds that have an adopted budget to demonstrate compliance with this budget.

Proprietary Funds: The City maintains two different types of proprietary funds; Enterprise Funds and Internal Service Funds. Enterprise Funds are used to report the same functions presented as “business-type activities” in the Government-Wide Financial Statements. The Enterprise Funds are used to account for Water, Sewer, Marina, Pittsburgh Power Company (including Island Energy), and Waterfront Operations.

- *Enterprise Funds* provide the same type of information as the Government-Wide Financial Statements, only in more detail. The Proprietary Fund Financial Statements provide separate information for the Water Fund, the Sewer Fund, the Marina Fund, Pittsburgh Power Company (including Island Energy), and Waterfront Operations, all of which are considered to be major funds. Conversely, Internal Service Funds are combined into a single, aggregated presentation in the Proprietary Fund Financial Statements.
- *Internal Service* funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses Internal Service Funds to account for maintaining its fleet of vehicles, building maintenance, information and communication systems, risk management/insurance, and employee fringe benefits activities. Because these services predominantly benefit governmental rather than business-type functions, they have been included within “governmental activities” in the government-wide financial statements.

Fiduciary Funds: Fiduciary Funds are used to account for resources held for the benefit of parties outside the government. Fiduciary Funds are not reflected in the Government-Wide Financial Statement because the resources of those funds are not available to support the City’s own programs. The accounting used for Fiduciary Funds is much like that which is used for Proprietary Funds. The Assessment District Bonds Fund, the Environmental Impact Fee Fund and the Other Impact Fees Fund are held as Fiduciary Funds by the City. With the dissolution of Redevelopment Agency per AB 26, as amended by AB 1484, the activities of the Successor Agency of the Former Redevelopment Agency are reported as Private Purpose Trust Fund in the Fiduciary Fund section. Also, included in the Fiduciary Funds is the Miscellaneous Employee Retirement System.

Notes To The Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the Government-Wide and Fund Financial Statements. The following GASB pronouncements were effective in fiscal year 2019-2020.

GASB Statement No. 83 - Certain Asset Retirement Obligations

GASB Statement No. 92 - Omnibus 2020

GASB Statement No. 95 - Postponement of the Effective Dates of Certain Authoritative Guidance

City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

For a detailed description of the all the pronouncements that apply to the City, see Note 1R – Summary of Significant Accounting Policies.

Other Information – In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide pension benefits to its employees.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net Position – As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, combined net position (government and business-type activities) totaled \$381.6M at the close of the Fiscal Year ending June 30, 2020, which is \$0.9M more than the Fiscal Year ending June 30, 2019.

The Government-Wide Financial Statements provide long-term and short-term information about the City's overall financial condition. This analysis addresses the financial statements of the City as a whole. The following table reflects the Summary of Net Position for the Fiscal Year ended June 30, 2020 with the comparative data for the Fiscal Year ended June 30, 2019.

City of Pittsburgh
Summary of Net Position
As of June 30, 2020

	Governmental Activities		Business-Type Activities		Total	
	2019	2020	2019	2020	2019	2020
Current Assets	\$ 97,173,968	\$ 100,928,637	\$ 57,050,648	\$ 64,288,094	\$ 154,224,616	\$ 165,216,731
Capital Assets	250,406,743	244,907,847	147,949,655	148,190,862	398,356,398	393,098,709
Total Assets	347,580,711	345,836,484	205,000,303	212,478,956	552,581,014	558,315,440
Deferred Outflow of Resources	13,475,481	14,013,525	2,802,393	2,745,011	16,277,874	16,758,536
Current Liabilities	12,817,305	13,104,544	9,316,656	10,767,274	22,133,961	23,871,818
Non-Current Liabilities	106,728,948	110,278,385	54,997,885	53,138,317	161,726,833	163,416,702
Total Liabilities	119,546,253	123,382,929	64,314,541	63,905,591	183,860,794	187,288,520
Deferred Inflows of Resources	3,264,894	4,845,899	1,069,350	1,365,035	4,334,244	6,210,934
Net Investment in Capital Assets	248,811,743	242,952,736	108,577,637	111,213,656	357,389,380	354,166,392
Restricted	27,518,072	35,381,734	33,305,962	34,914,919	60,824,034	70,296,653
Unrestricted	(38,084,770)	(46,713,289)	535,206	3,824,766	(37,549,564)	(42,888,523)
Total Net Position as Restated (Note 9E)	\$ 238,245,045	\$ 231,621,181	\$ 142,418,805	\$ 149,953,341	\$ 380,663,850	\$ 381,574,522

Current assets are assets that are liquid in nature or can be converted into cash quickly. Current liabilities are outstanding liabilities that are due within one year.

The Statement of Net Position contains more detailed information on current assets, capital assets, deferred outflows of resources, current liabilities, non-current liabilities and deferred inflows of resources.

City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

At the end of the FY 2019-20 the total assets and deferred outflows of resources exceeded total liabilities and deferred inflows of resources by \$381.6M.

Changes in Net Position – In FY 2019-20 the City's total Governmental expenditures of \$91.2M were more than the revenues and transfers of \$84.5M by \$6.7M. The City's expenses cover a range of services for the Governmental Activities: the largest expenses were in Public Safety \$34.6M, Community Development and Services \$26.8M and Public Works \$16.6M. These expenses include capital outlays, which are now reflected in the City's capital assets. Further analysis is provided within the governmental and business-type sections on the following pages. For additional information on the Capital Assets, please refer to Note 6 – Capital Assets disclosure.

Governmental Activities – Governmental Activities reflect a decrease of \$6.6M in net position, and Business Activities reflect an increase of \$7.5M in net position for the FY 2019-20. A comparison of the cost of services by function for the City's Governmental Activities is shown below, along with the revenues used to cover the net expenses of the Governmental Activities, as well as comparative data from the FY 2018-19.

City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

Statement of Changes in Net position
Fiscal Year Ended June 30, 2020
With comparative data for fiscal year ended June 30, 2019

	Governmental Activities		Business-Type Activities		Total	
	2019	2020	2019	2020	2019	2020
Revenue:						
<i>Program Revenues:</i>						
Charges for Services	\$ 22,038,768	\$ 19,543,519	\$ 41,388,639	\$ 41,732,224	\$ 63,427,407	\$ 61,275,743
Operating Grants and Contributions	19,071,198	18,031,974	179,686	109,206	19,250,884	18,141,180
Capital Grants and Contributions	897,177	822,332	53,000	27,347	950,177	849,679
Sub-Total	42,007,143	38,397,825	41,621,325	41,868,777	83,628,468	80,266,602
<i>General Revenues:</i>						
Property Taxes	4,039,499	4,082,582	-	-	4,039,499	4,082,582
Sales Tax	14,446,467	15,771,436	-	-	14,446,467	15,771,436
Franchise Fees	5,118,174	5,401,845	-	-	5,118,174	5,401,845
Motor Vehicle in lieu fees	5,152,948	5,374,375	-	-	5,152,948	5,374,375
Gas Taxes	2,718,786	2,961,750	-	-	2,718,786	2,961,750
Other Taxes	9,339,331	9,692,654	-	-	9,339,331	9,692,654
Investment Earnings-Unrestricted	1,755,074	1,673,126	1,678,989	1,826,709	3,434,063	3,499,835
Gain on Sale of Assets	47,729		40,246	-	87,975	-
Sub-Total	42,618,008	44,957,768	1,719,235	1,826,709	44,337,243	46,784,477
Total Revenues	84,625,151	83,355,593	43,340,560	43,695,486	127,965,711	127,051,079
Expenses:						
General Government	4,179,280	4,158,802	-	-	4,179,280	4,158,802
City Council	107,074	101,905	-	-	107,074	101,905
City Manager & Clerk	700,225	802,405	-	-	700,225	802,405
City Attorney	415,320	289,919	-	-	415,320	289,919
Human Resources	1,180,938	1,281,046	-	-	1,180,938	1,281,046
Finance and Services	2,026,141	2,122,252	-	-	2,026,141	2,122,252
Community Development & Services	26,929,340	26,825,797	-	-	26,929,340	26,825,797
Public Safety	30,371,957	34,581,759	-	-	30,371,957	34,581,759
Public Works	14,999,725	16,632,134	-	-	14,999,725	16,632,134
Interest on Long-Term Debt	3,352,170	4,354,271	-	-	3,352,170	4,354,271
Water Utility	-	-	18,893,219	20,348,775	18,893,219	20,348,775
Sewer Utility	-	-	3,175,703	2,931,682	3,175,703	2,931,682
Marina	-	-	2,484,823	2,548,501	2,484,823	2,548,501
Pittsburg Power	-	-	7,502,071	7,701,669	7,502,071	7,701,669
Waterfront Operations	-	-	1,216,482	1,459,490	1,216,482	1,459,490
Total Expenses	84,262,170	91,150,290	33,272,298	34,990,117	117,534,468	126,140,407
Increase(Decrease) in Net Position before Transfers	362,981	(7,794,697)	10,068,262	8,705,369	10,431,243	910,672
Transfers	1,204,516	1,170,833	(1,204,516)	(1,170,833)	-	-
Change in Net Position	1,567,497	(6,623,864)	8,863,746	7,534,536	10,431,243	910,672
Net Position-Beginning of Year	236,677,548	238,245,045	133,555,059	142,418,805	370,232,607	380,663,850
Net Position - End of Year	\$ 238,245,045	\$ 231,621,181	\$ 142,418,805	\$ 149,953,341	\$ 380,663,850	\$ 381,574,522

City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

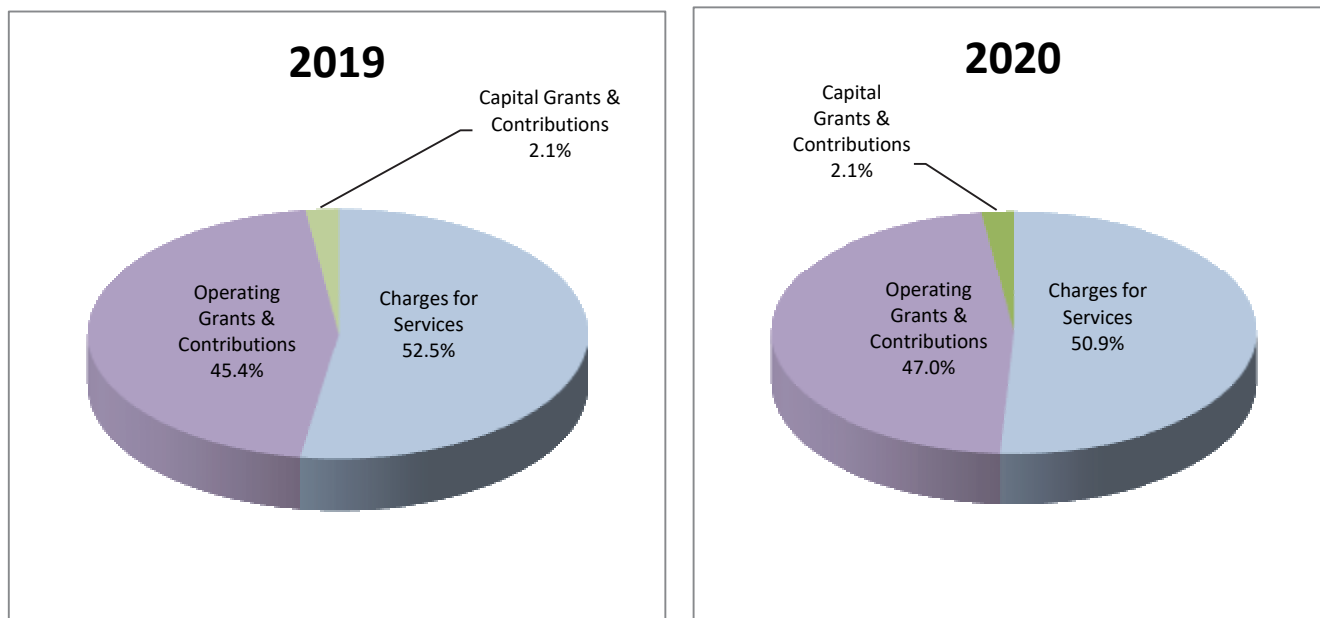
Total Program Revenues from Governmental Activities were \$38.4M in FY 2019-20. Per GASB 34, program revenues are derived directly from the program or from parties outside the reporting government's taxpayers or citizenry. Program Revenues reduce the net cost of the program to be financed from the government's general revenues. As reflected in the pie chart below, 50.9% of the Governmental Program Revenues came from Charges for Services (which includes licenses and permits, plan checking fees, developer fees and several other revenues), 47.0% from the Operating Grants and Contributions category (including restricted revenues such as Gas Tax, Measure J Tax, Asset Seizure fund and Federal/State Grants), and 2.1% from Capital Grants and Contributions.

The Charges for Services decreased by \$2.5M primarily due to (1) Steadfast Marina loan payoff of \$1.3M in prior fiscal year, and (2) \$1.2M decrease in project completions due to the Shelter In Place from the County because of the pandemic. Capital projects were put on hold last quarter of the FY 2019-20.

The Operating Grants and Contributions decreased by \$1.0M. In FY 2018-19, the Section 8 Program was considered to be in shortfall resulting in the Department of Housing Urban Development (HUD) to provide additional funding. The primary decrease in FY 2019-20 is due to the Section 8 Program coming out of shortfall status, thereby receiving less from HUD.

Capital Grants and Contributions decreased by \$0.07M. The primary decrease is due to receiving more funding in Successor Agency AB-1290 Pass-through in FY 2018-19

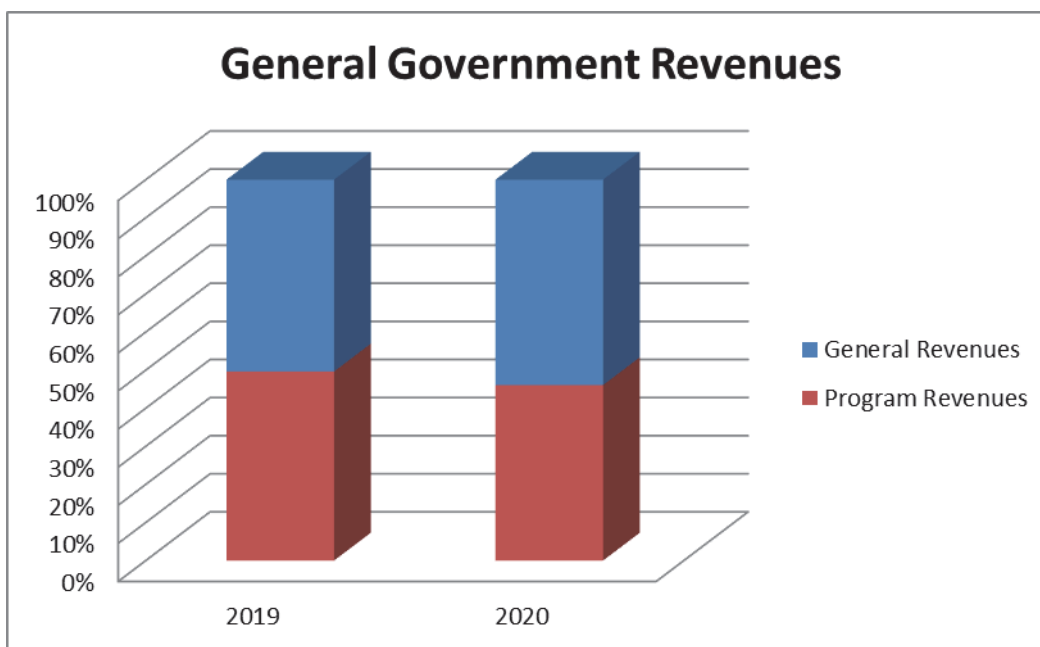
Government Revenues by Program Type



City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

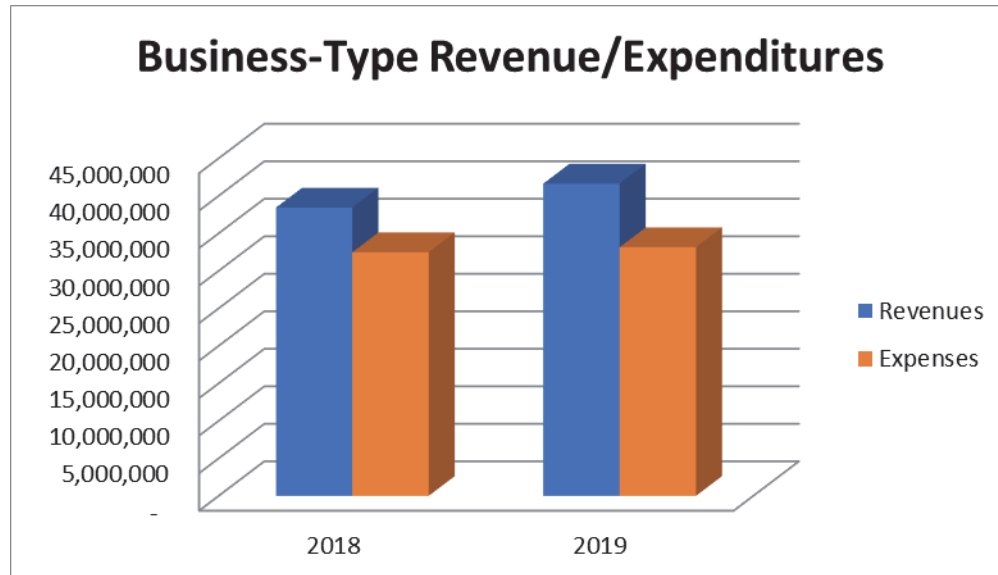
About 31% of General Government services in FY 2019-20 were funded by General Revenues. General Revenues are all other revenues not categorized as program revenues such as property taxes, sales taxes, intergovernmental and investment earnings. Interest on long-term debt is paid through general revenues.

General revenues from Governmental Activities represented \$45.0M or 53.9% of total City revenues, and Program revenues reflected \$38.4M or 46.1% of total Governmental Activities revenues. Sales Taxes comprised the largest percentage of General Revenues, \$15.8M or 35.1%, received during the fiscal year.



City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

Business-Type Activities – Net position for Business-Type Activities was \$150.0M, a net increase of \$7.5M over the prior fiscal year. Total program revenues for Business-Type Activities were \$41.9M. Total expenses for Business-Type Activities were \$35.0M for the FY 2019-20. The increases in both revenues and expenses are attributed to fee increases for revenues, with offset increase in raw supplies for water and other operating expenses.



City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The focus of the City's Governmental Funds is to provide information on near-term inflows, outflows, and balances of spending resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The Housing Authority (Section 8), which is reported as a Special Revenue Fund, saw an increase in fund balance of \$0.06M. This is due to a slight increase in program funding from HUD.

General Fund Budgetary Highlights – The final amended budget totaled \$47.3M, including \$1.0M for prior fiscal year budget carry forward totals and new appropriation amendments to the originally adopted budget. These amendments are briefly summarized below.

The City Council approved the following budget carry-forwards and amendments during the current fiscal year:

Budget Carry Forwards:		Approved Amendments:	
Public Safety - Capital Equipment	\$ 106,000	City Council	\$ 3,686
Recreation-Part Time Salaries/Contractual Services	62,549	City Manager/City Clerk	49,522
Non-Departmental - Contingencies	16,196	City Attorney	12
		Human Resources	28,155
		Finance and services	(7,001)
		Graffiti Removal	(3,514)
		Planning	12,578
		Building	15,258
		Engineering	(201,008)
		Recreation	95,555
		Public Safety	422,335
		Public Works - Administration	(900)
		Public Works - Street	(39,643)
		Public Works - Parks	(949)
		Non-Departmental	454,163
Total Budget Carryovers	<u>\$ 184,745</u>	Total Amendments	<u>\$ 828,249</u>
		Grand Total	<u><u>\$ 1,012,994</u></u>

City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

At the close of the FY 2019-20, General Fund revenues exceeded the revised budget by \$0.7M. This increase is primarily attributable to general revenues such as taxes and fees.

General Fund Expenditures were \$733,412 higher than the original budget and \$31,642 on par with the revised budget. This is the result of most of the General Fund operating departments and projects prudently operating under budget. Staff has taken great care over the past several years to reduce or delay spending on non-critical items during the current fiscal year in an effort to meet the requirements of the City's Budget Stabilization Ordinance. As a result of delayed spending, the City has \$184,745 in budgetary carry forwards to FY 2020-21. These carryovers reflect the City's continued commitment to reinvest in the areas of greatest need while exercising care in the manner in which it spends available resources.

Deferred revenue in the General Fund is \$0.8M. The balance consists of \$0.6M for future infrastructure construction projects and \$0.2M for various projects within the City. Please see Note 4 for further explanation.

The City's Proprietary Funds provide the same type of information found in the Government-Wide Financial Statements, but with more detail. According to standardized Governmental reporting, the Water Fund, Sewer Fund, and Pittsburgh Power Company are major funds. The Marina and Waterfront Operation Funds are not considered to be major funds; however, the City has elected to continue to report the Marina and Waterfront Operation Funds as major funds.

Total net position of the Business-Type Activities was \$149.9M at the end of the year, an increase of \$7.5M from the prior fiscal year.

City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

Capital Asset and Debt Administration – The City’s investment in capital assets for its Governmental and Business Type activities as of June 30, 2020, was \$393.1M (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements, machinery and equipment, park facilities, roads, highways, bridges, water lines, and sewer and storm systems. The total decrease in the City’s investment in capital assets net of depreciation was \$5.3M as compared to prior year.

City of Pittsburgh
Capital Assets
(Net of Depreciation)
June 30, 2020

	Governmental Activities		Business-Type Activities		Total	
	2019	2020	2019	2020	2019	2020
Non-depreciable assets:						
Land	\$ 34,687,011	\$ 36,285,722	\$ 1,646,186	\$ 2,187,105	\$ 36,333,197	\$ 38,472,827
Construction in Progress	19,481,254	14,947,736	25,057,321	26,578,672	44,538,575	41,526,408
Total	54,168,265	51,233,458	26,703,507	28,765,777	80,871,772	79,999,235
Depreciable assets (net of depreciation):						
Buildings and improvements	53,778,000	58,142,932	22,097,679	23,233,304	75,875,679	81,376,236
Machinery and Equipment	5,677,606	5,188,183	6,051,122	5,664,174	11,728,728	10,852,357
Infrastructure	136,782,872	130,343,274	93,097,347	90,527,607	229,880,219	220,870,881
Total	196,238,478	193,674,389	121,246,148	119,425,085	317,484,626	313,099,474
Total	\$ 250,406,743	\$ 244,907,847	\$ 147,949,655	\$ 148,190,862	\$ 398,356,398	\$ 393,098,709

Please see more detailed information regarding the City's capital assets in Note 6 of the Basic Financial Statements.

Debt Service Administration – At the end of the fiscal year, the City had total long-term debt outstanding of \$35.4M which consisted of: 2006 Pension Obligation Bonds in the amount of \$33.4M, a loan from California Energy Resources Conservation and Development Commission for conversion of the City's light poles to more energy efficiency LED lights in the amount of \$143,568, a telephone voice over internet protocol (VOIP) system capital lease for \$242,417, street sweeper capital lease for \$23,907, fleet vehicles/street sweeper capital lease for \$395,018, various fleet equipment for \$212,954, vehicles/equipment for \$770,075 and a loan from PG&E to partially fund the replacement of the City Hall Chiller in the amount of \$167,085. As of June 30, 2020, the \$37.0M in Business-Type Activities Long Term Debt comprised of two revenue bonds in the Water and Sewer Funds, \$26.0M and \$796,000 respectively and a California Infrastructure and Economic Development Bank (I-Bank) loan for financing the modifications of Pittsburgh Water Treatment Plant and other infrastructures in the amount of \$10.2M.

City of Pittsburgh
Management's Discussion and Analysis
For the year ended June 30, 2020

City of Pittsburgh
Long-Term Debt
June 30, 2020

	Governmental Activities		Business-Type Activities		Total	
	2019	2020	2019	2020	2019	2020
Pension Obligation Bonds	\$ 33,260,642	\$ 33,422,178	\$ -	\$ -	\$ 33,260,642	\$ 33,422,178
Energy Conservation Loan	212,194	143,568	-	-	212,194	143,568
Capital Lease - VOIP	363,626	242,417	-	-	363,626	242,417
Capital Lease - Street Sweeper	70,754	23,907	-	-	70,754	23,907
PG&E Efficient Loan	188,411	167,085	-	-	188,411	167,085
Capital Lease-Fleet Vehicles/Street Sweeper	498,647	395,018	-	-	498,647	395,018
Capital Lease-Fleet Equipment	261,368	212,954	-	-	261,368	212,954
Capital Lease- Vehicles/Equipment	-	770,075	-	-	-	770,075
2008 A Revenue Bonds	-	-	-	-	-	-
2016 Water Revenue Refunding Bonds	-	-	27,335,000	25,975,000	27,335,000	25,975,000
2014 Waste Water Revenue Bonds	-	-	1,578,000	796,000	1,578,000	796,000
2014 I-Bank Loan	-	-	10,459,018	10,206,206	10,459,018	10,206,206
Total	\$ 34,855,642	\$ 35,377,202	\$ 39,372,018	\$ 36,977,206	\$ 74,227,660	\$ 72,354,408

Various Vehicles/Equipment

On October 21, 2019 the City entered into a five-year lease agreement for a total principal cost of \$848,058 with Holman Capital Corporation for various vehicles and equipment. The interest rate on the capital lease is 3.70% and principal and interest payments are due semi-annually, commencing April 21, 2020, maturing on October 21, 2024. As of June 30, 2020 the outstanding principal balance of the lease was \$770,075.

Please see more detailed information regarding the City's outstanding debt in Note 7 of the Basic Financial Statements.

Looking Forward

The City is proud of the results of the current year's activities. The Department Heads and their staff take a great deal of pride providing top quality services to the residents and business community, while being fiscally conservative. This approach requires City staff to consistently monitor all of the expenses while exploring and utilizing every alternative revenue source.

Requests for Information – This financial report is designed to provide a general overview of the finances for the City of Pittsburgh. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Pittsburgh, Finance Department, 65 Civic Avenue, Pittsburgh, California 94565.



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

BASIC FINANCIAL STATEMENTS



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

**GOVERNMENT-WIDE
FINANCIAL
STATEMENTS**



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

City of Pittsburg
STATEMENT OF NET POSITION
June 30, 2020

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current assets:			
Cash and investments (Note 2)	\$ 51,549,582	\$ 56,792,838	\$ 108,342,420
Restricted cash and investments (Note 2)	3,039,511	30	3,039,541
Receivables:			
Accounts	8,044,995	5,562,569	13,607,564
Interest	388,512	-	388,512
Loans/notes (Note 3)	38,056,394	309,802	38,366,196
Internal balances (Note 1H)	(1,062,095)	1,062,095	-
Inventory	820,579	223,374	1,043,953
Prepaid items and other assets	91,159	337,386	428,545
Total current assets	<u>100,928,637</u>	<u>64,288,094</u>	<u>165,216,731</u>
Noncurrent assets:			
Capital assets (Note 6):			
Land and nondepreciable assets	51,233,458	28,765,777	79,999,235
Depreciable capital assets, net of accumulated depreciation	<u>193,674,389</u>	<u>119,425,085</u>	<u>313,099,474</u>
Total capital assets, net	<u>244,907,847</u>	<u>148,190,862</u>	<u>393,098,709</u>
Total Assets	<u>345,836,484</u>	<u>212,478,956</u>	<u>558,315,440</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension related (Note 11)	12,479,092	2,240,650	14,719,742
OPEB related (Note 12)	<u>1,534,433</u>	<u>504,361</u>	<u>2,038,794</u>
Total Deferred Outflows of Resources	<u>14,013,525</u>	<u>2,745,011</u>	<u>16,758,536</u>
LIABILITIES			
Current liabilities:			
Accounts payable	1,968,694	2,893,450	4,862,144
Salaries payable	1,877,561	-	1,877,561
Interest payable (Note 1J)	689,785	620,065	1,309,850
Refundable deposits	1,410,623	1,712,607	3,123,230
Taxes payable	17,512	165,083	182,595
Loans payable	209,613	-	209,613
Unearned revenue (Note 4)	1,584,791	2,340,466	3,925,257
Claims and judgment payable-due within one year (Note 10)	70,198	-	70,198
Compensated absences - due within one year (Note 1M)	2,400,412	572,917	2,973,329
Long-term debt - due within one year (Note 7)	<u>2,875,355</u>	<u>2,462,686</u>	<u>5,338,041</u>
Total current liabilities	<u>13,104,544</u>	<u>10,767,274</u>	<u>23,871,818</u>
Noncurrent liabilities:			
Compensated absences - due in more than one year (Note 1M)	800,138	190,971	991,109
Net pension liability - due in more than one year (Note 11)	50,693,524	9,204,343	59,897,867
Net OPEB liability - due in more than one year (Note 12)	26,282,876	9,228,483	35,511,359
Long-term debt - due in more than one year (Note 7)	<u>32,501,847</u>	<u>34,514,520</u>	<u>67,016,367</u>
Total noncurrent liabilities	<u>110,278,385</u>	<u>53,138,317</u>	<u>163,416,702</u>
Total Liabilities	<u>123,382,929</u>	<u>63,905,591</u>	<u>187,288,520</u>
DEFERRED INFLOWS OF RESOURCES			
Pension related (Note 11)	3,070,827	756,257	3,827,084
OPEB related (Note 12)	<u>1,775,072</u>	<u>608,778</u>	<u>2,383,850</u>
Total Deferred Inflows of Resources	<u>4,845,899</u>	<u>1,365,035</u>	<u>6,210,934</u>
NET POSITION (Note 9)			
Net investment in capital assets	<u>242,952,736</u>	<u>111,213,656</u>	<u>354,166,392</u>
Restricted for:			
Capital projects	13,598,445	23,305,272	36,903,717
Debt service	3,136,265	3,955,554	7,091,819
Special purpose projects	18,647,024	7,654,063	26,301,087
Facility fee reserve	-	30	30
Total restricted net position	<u>35,381,734</u>	<u>34,914,919</u>	<u>70,296,653</u>
Unrestricted	<u>(46,713,289)</u>	<u>3,824,766</u>	<u>(42,888,523)</u>
Total Net Position	<u>\$ 231,621,181</u>	<u>\$ 149,953,341</u>	<u>\$ 381,574,522</u>

See accompanying notes to financial statements

City of Pittsburg
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2020

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		Total
		Charges for Services	Operating	Capital	Governmental Activities	Business-type Activities	
			Grants and Contributions	Grants and Contributions			
Governmental Activities:							
General government	\$ 4,158,802	\$ 9,195,100	\$ -	\$ 661,451	\$ 5,697,749		\$ 5,697,749
City Council	101,905	-	-	-	(101,905)		(101,905)
City Manager and City Clerk	802,405	30	-	-	(802,375)		(802,375)
City Attorney	289,919	2,844	-	-	(287,075)		(287,075)
Human resources	1,281,046	15,910	-	-	(1,265,136)		(1,265,136)
Finance and services	2,122,252	143,078	-	-	(1,979,174)		(1,979,174)
Community development and services	26,825,797	5,111,318	17,515,760	24,350	(4,174,369)		(4,174,369)
Public safety	34,581,759	3,031,297	513,134	17,000	(31,020,328)		(31,020,328)
Public works	16,632,134	2,043,942	3,080	119,531	(14,465,581)		(14,465,581)
Interest on long-term debt	4,354,271	-	-	-	(4,354,271)		(4,354,271)
Total Governmental Activities	91,150,290	19,543,519	18,031,974	822,332	(52,752,465)		(52,752,465)
Business-type Activities:							
Water Utility	20,348,775	25,192,434	-	-	-	\$ 4,843,659	4,843,659
Sewer Utility	2,931,682	5,138,927	-	-	-	2,207,245	2,207,245
Marina	2,548,501	2,286,801	-	-	-	(261,700)	(261,700)
Pittsburg Power	7,701,669	7,534,442	109,206	-	-	(58,021)	(58,021)
Water Front Operations	1,459,490	1,579,620	-	27,347	-	147,477	147,477
Total Business-type Activities	34,990,117	41,732,224	109,206	27,347	-	6,878,660	6,878,660
Total	\$ 126,140,407	\$ 61,275,743	\$ 18,141,180	\$ 849,679	(52,752,465)	6,878,660	(45,873,805)
General revenues:							
Taxes:							
Property taxes					4,082,582	-	4,082,582
Sales taxes					15,771,436	-	15,771,436
Franchise taxes					5,401,845	-	5,401,845
Gas taxes					2,961,750	-	2,961,750
Other taxes					9,692,654	-	9,692,654
Motor Vehicle in-lieu (unrestricted)					5,374,375	-	5,374,375
Investment earnings-unrestricted					1,673,126	1,826,709	3,499,835
Transfers (Note 5C)					1,170,833	(1,170,833)	-
Total General Revenues and Transfers					46,128,601	655,876	46,784,477
Change in Net Position					(6,623,864)	7,534,536	910,672
Net Position - Beginning of Year					238,245,045	142,418,805	380,663,850
Net Position-End of Year					\$ 231,621,181	\$ 149,953,341	\$ 381,574,522

See accompanying notes to financial statements

FUND FINANCIAL STATEMENTS

Governmental Fund Financial Statements

Proprietary Fund Financial Statements

Fiduciary Fund Financial Statements



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

GOVERNMENTAL FUND FINANCIAL STATEMENTS

General Fund is used for all the general revenues of the City not specifically levied or collected for other City funds and the related expenditures. The General Fund accounts for all financial resources which are not accounted for in another fund. The General Fund includes the Budget Stabilization and Economic Development fund balances and activity.

Housing Authority (Section 8) Special Revenue Fund was established to administer grants from the Housing and Urban Development Department (HUD) to subsidize the rental costs of low-income families and homeless veterans.

Successor Agency Housing Special Revenue Fund was established to account for activities related to the assets assumed by the City as Housing Successor to the Pittsburgh Redevelopment Agency for the housing activities of the former Redevelopment Agency.

City of Pittsburgh
Balance Sheet
Governmental Funds
June 30, 2020

	General Fund	Housing Authority (Section 8)	Successor Agency Housing
ASSETS			
Cash and investments (Note 2)	\$ 23,061,313	\$ 498,930	\$ 2,087,310
Restricted cash and investments (Note 2)	-	-	-
Receivables:			
Accounts	5,380,105	426,236	299
Interest	388,512	-	-
Loans and notes (Note 3)	2,884,054	-	30,582,855
Due from other funds (Note 5A)	216,310	-	-
Inventory	61,506	1,374	-
Prepaid items and other assets	21,798	15,384	-
Advances to other funds (Note 5B)	-	-	1,593,421
Total Assets	\$ 32,013,598	\$ 941,924	\$ 34,263,885
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 911,333	\$ 18,002	\$ 9,630
Salaries payable	1,870,851	-	-
Taxes payable	17,512	-	-
Refundable deposits	974,136	2,630	-
Loans payable	-	-	-
Unearned revenue (Note 4B)	814,696	352,263	-
Due to other funds (Note 5A)	-	-	-
Advances from other funds (Note 5B)	2,124,215	-	-
Total Liabilities	6,712,743	372,895	9,630
Deferred Inflows of Resources:			
Unavailable revenue (Note 4B)	1,150,270	-	30,582,855
Total Liabilities and Deferred Inflows of Resources	7,863,013	372,895	30,592,485
Fund Balances (Note 9):			
Nonspendable	1,817,088	16,758	-
Restricted	-	552,271	3,671,400
Committed	-	-	-
Assigned	573,069	-	-
Unassigned	21,760,428	-	-
Total Fund Balances	24,150,585	569,029	3,671,400
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 32,013,598	\$ 941,924	\$ 34,263,885

See accompanying notes to basic financial statements

Other Governmental Funds		Total Governmental Funds	
\$	19,984,167	\$	45,631,720
	3,039,511		3,039,511
	2,235,735		8,042,375
	-		388,512
	4,589,485		38,056,394
	-		216,310
	308,356		371,236
	10,935		48,117
	3,424,487		5,017,908
\$	33,592,676	\$	100,812,083

\$	702,670	\$	1,641,635
	-		1,870,851
	-		17,512
	433,857		1,410,623
	209,613		209,613
	417,832		1,584,791
	216,310		216,310
	3,799,487		5,923,702
	5,779,769		12,875,037

	4,457,672		36,190,797
	10,237,441		49,065,834

	319,291		2,153,137
	23,435,132		27,658,803
	3,473,472		3,473,472
	37,090		610,159
	(3,909,750)		17,850,678
	23,355,235		51,746,249
\$	33,592,676	\$	100,812,083

City of Pittsburg
Reconciliation of the
Governmental Funds Balance Sheet
with the Statement of Net Position
June 30, 2020

Total fund balances reported on the Governmental Funds Balance Sheet	\$ 51,746,249
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Amounts reported for Governmental Activities in the Statement of Net Position
are different from those reported in the Governmental Funds above because of the following:

CAPITAL ASSETS

Capital assets used in Governmental Activities are not current assets or financial resources and therefore are not reported in the Governmental Funds.	241,179,293
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LONG TERM ASSETS AND LIABILITIES

The assets and liabilities below are not due and payable in the current period and therefore are not
reported in the Governmental Funds:

Long-term debt	(33,565,746)
Interest payable	(689,785)
Compensated absences	(3,083,707)
Net pension liability and related deferred inflows/outflows	(41,285,259)
Net OPEB liability and related deferred inflows/outflows	(26,523,515)

ACCRUAL OF NON-CURRENT ITEMS

The amounts below included in the Statement of Activities do not provide or (require) the use of
current financial resources and therefore are not reported as assets or liabilities in the
Governmental Funds:

Unavailable revenue	36,190,797
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ALLOCATION OF INTERNAL SERVICE FUND NET POSITION

Internal Service Funds are not Governmental Funds. However, they are used by management to
charge the costs of certain activities, such as insurance and central services and maintenance
to individual Governmental Funds. The net current assets of the Internal Service Funds are therefore
included in Governmental Activities in the following line items on the Statement of Net Position.

Cash and investments	5,917,862
Accounts receivable	2,620
Inventory	449,343
Prepaid and other assets	43,042
Capital assets	3,728,554
Accounts and salaries payable	(333,769)
Compensated absences	(116,843)
Advance from other funds	(156,301)
Claims and judgments payable	(70,198)
Capital lease	(1,811,456)

NET POSITION OF GOVERNMENTAL ACTIVITIES	\$ 231,621,181
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See accompanying notes to financial statements



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

City of Pittsburgh
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the year ended June 30, 2020

	General Fund	Housing Authority (Section 8)	Successor Agency Housing
REVENUES:			
Property tax	\$ 4,082,582	\$ -	\$ -
Sales tax	15,771,436	-	-
Franchise tax	5,248,918	-	-
Other taxes	1,732,192	-	-
Intergovernmental revenues	8,951,796	16,330,675	-
Permits, licenses, and fees	637,932	-	-
Fines and forfeitures	526,069	-	-
Special assessments	-	-	-
Service fees	4,201,078	1,147,146	7,500
Use of money and property	770,624	-	227,678
Other revenues	2,133,756	119,361	444,426
Total Revenues	44,056,383	17,597,182	679,604
EXPENDITURES:			
Current:			
General government	4,855,427	-	-
City Council	101,905	-	-
City Manager and City Clerk	636,042	-	-
City Attorney	287,218	-	-
Human resources	1,162,332	-	-
Finance and services	1,481,812	-	-
Community development and services	6,218,862	17,544,701	282,058
Public safety	29,908,253	-	-
Public works - administration	96,637	-	-
Public works - streets	2,419,348	-	-
Public works - parks	140,768	-	-
Capital outlay and improvements	-	-	-
Debt service:			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total Expenditures	47,308,604	17,544,701	282,058
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,252,221)	52,481	397,546
OTHER FINANCING SOURCES (USES):			
Transfers in (Note 5C)	5,304,236	25,000	-
Transfers out (Note 5C)	(2,387,896)	(18,680)	(562)
Total Other Financing Sources (uses)	2,916,340	6,320	(562)
NET CHANGE IN FUND BALANCES	(335,881)	58,801	396,984
FUND BALANCES:			
Beginning of year	24,486,466	510,228	\$3,274,416
End of year	\$ 24,150,585	\$ 569,029	\$ 3,671,400

See accompanying notes to basic financial statements

Other Governmental Funds	Total Governmental Funds
\$ -	\$ 4,082,582
-	15,771,436
152,927	5,401,845
5,507,304	7,239,496
3,016,788	28,299,259
1,703,280	2,341,212
34,768	560,837
4,147,039	4,147,039
4,718,866	10,074,590
601,548	1,599,850
1,761,607	4,459,150
21,644,127	83,977,296
107,857	4,963,284
-	101,905
-	636,042
-	287,218
4,916	1,167,248
339,766	1,821,578
3,103,494	27,149,115
1,029,141	30,937,394
416,113	512,750
5,021,052	7,440,400
-	140,768
1,078,305	1,078,305
2,308,626	2,308,626
1,918,766	1,918,766
15,328,036	80,463,399
6,316,091	3,513,897
4,250,179	9,579,415
(5,845,456)	(8,252,594)
(1,595,277)	1,326,821
4,720,814	4,840,718
18,634,421	46,905,531
\$ 23,355,235	\$ 51,746,249

City of Pittsburgh

Reconciliation of the

Net Change in Fund Balances-Total Governmental Funds

with the Statement of Activities

For the year ended June 30, 2020

The schedule below reconciles the Net Changes in Fund Balances reported on the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance, which measures only changes in current assets and current liabilities on the modified accrual basis, with the Change in Net Position of Governmental Activities reported in the Statement of Activities, which is prepared on the full accrual basis.

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ 4,840,718
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Amounts reported for Governmental Activities in the Statement of Activities are different because of the following:

CAPITAL ASSETS TRANSACTIONS

Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense.

The capital additions from the following departments are therefore added back to fund balance:

Capital outlay	1,078,305
Amount charged to general government	1,422,181
Amount charged to public works department	752,491
Amount charged to public safety	550,034
Amount charged to community development and services department	611,360
Land Contribution is added to the fund balance	123,399

Depreciation expense is deducted from the fund balance (Depreciation expense is net of Internal Service Fund depreciation \$837,654 which has already been allocated to serviced funds.)	(10,108,027)
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LONG TERM DEBT AND PAYMENTS

Repayment of debt principal is added back to fund balance	2,308,626
Accreted interest is deducted from fund balance	(2,401,536)

ACCRUAL OF NON-CURRENT ITEMS

The amounts below included in the Statement of Activities do not provide or (require) the use of current financial resources and therefore are not reported as revenue or expenditures in governmental funds (net change):

Interest payable	13,341
Deferred revenue	(434,158)
Compensated absences	(870,129)
Net pension liability, deferred inflows and deferred outflows	(471,156)
Net OPEB liability, deferred inflows and deferred outflows	(3,600,520)

ALLOCATION OF INTERNAL SERVICE FUND ACTIVITY

Internal Service Funds are used by management to charge the costs of certain activities, such as equipment acquisition, maintenance, and insurance to individual funds.

The portion of the net revenue (expense) of these Internal Service Funds arising out of their transactions with governmental funds is reported with governmental activities, because they service those activities.

Change in Net Position - All Internal Service Funds	(438,793)
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CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	\$ (6,623,864)
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PROPRIETARY FUND FINANCIAL STATEMENTS

The enterprise funds account for activities that are financed and operated in a manner similar to private business enterprises. The City Council has determined that the costs of providing the following services to the public be recovered primarily through user charges.

Water Utility Fund – This fund accounts for the revenues and expenses associated with management, operation, and maintenance of water treatment and distribution system to water customers of the City of Pittsburg. It also accounts for the maintenance of water plant, distribution reservoirs, and water lines.

Sewer Utility Fund – This fund accounts for the revenues and expenses associated with the maintenance and repair of 126 miles of sewer mains, sewer lift stations and sewer laterals within the City's right-of-way.

Marina Fund - This fund accounts for the revenues received from Marina berth rentals, from sales of gasoline, and expenditures from operation and maintenance.

Pittsburg Power Fund – This fund was created by the Joint Powers Agreement between the City of Pittsburg and the Redevelopment Agency to develop revenue streams, to manage different activities for power related projects, capital improvement projects, and bond issuance process. This fund also accounts for expenditures incurred in maintenance of the facilities, in distributing gas and electricity to the industries, schools, business, and residents of Mare Island, in Vallejo, and to account for revenues collected from services to customers.

Water Front Operations Fund – This fund was created for the collection of rents and other trust revenues from the tidelands granted by the Contra Costa County Local Agency Formation Commission within Pittsburg's city limits. The City shall submit a plan indicating details of intended development, preservation, or other use of the trust lands. Any use of the trust lands shall be consistent with the plan as approved by the Commission.

City of Pittsburgh
Statement of Net Position
Proprietary Funds
June 30, 2020

	Major Enterprise Funds		
	Water Utility	Sewer Utility	Marina
ASSETS			
Current assets:			
Cash and investments (Note 2)	\$ 26,262,879	\$ 18,627,971	\$ 1,530,080
Restricted cash and investments (Note 2)	30	-	-
Receivables:			
Accounts	3,619,138	672,520	91,789
Loans receivable (Note 3)	-	-	-
Inventory	128,301	24,823	9,149
Prepaid items and other assets	-	-	-
Total current assets	30,010,348	19,325,314	1,631,018
Noncurrent assets:			
Advance to other funds (Note 5B)	-	687,095	-
Capital assets (Note 6):			
Land and nondepreciable assets	18,121,832	7,517,837	-
Depreciable assets, net	73,746,909	24,906,363	11,460,753
Total noncurrent assets	91,868,741	33,111,295	11,460,753
Total Assets	121,879,089	52,436,609	13,091,771
DEFERRED OUTFLOWS OF RESOURCES			
Pension related (Note 11)	1,088,315	256,074	192,056
OPEB related (Note 12)	271,549	61,464	46,444
Total Deferred Outflow of Resources	1,359,864	317,538	238,500
LIABILITIES			
Current liabilities:			
Accounts payable	1,546,716	569,545	79,560
Salaries payable	-	-	-
Refundable deposits	1,426,261	5,000	80,131
Taxes payable	-	-	13,474
Accrued interest payable	619,037	1,028	-
Unearned revenue (Note 4)	-	-	-
Compensated absences payable - due within one year (Note 1M)	303,515	88,352	38,502
Claims and judgments payable - due within one year (Note 10)	-	-	-
Long-term debt - due within one year (Note 7)	1,666,686	796,000	-
Total current liabilities	5,562,215	1,459,925	211,667
Noncurrent liabilities:			
Advance from other funds (Note 5B)	-	-	-
Compensated absences payable - due in more than one year (Note 1M)	101,172	29,450	12,834
Net pension liability - due in more than one year (Note 11)	4,470,681	1,051,925	788,944
Net OPEB liability - due in more than one year (Note 12)	5,186,508	1,086,746	781,543
Long-term debt - due in more than one year (Note 7)	34,514,520	-	-
Total noncurrent liabilities	44,272,881	2,168,121	1,583,321
Total Liabilities	49,835,096	3,628,046	1,794,988
DEFERRED INFLOWS OF RESOURCES			
Pension related (Note 11)	367,325	86,429	64,822
OPEB related (Note 12)	328,318	74,093	55,887
Total Deferred Inflows of Resources	695,643	160,522	120,709
NET POSITION (Note 9)			
Net investment in capital assets	55,687,535	31,628,200	11,460,753
Restricted for:			
Capital projects	4,585,762	16,327,721	40,000
Debt service	3,150,300	805,254	-
Special purpose	30	-	-
Facility fees	6,409,796	1,244,267	-
Unrestricted	2,874,791	(1,039,863)	(86,179)
Total Net Position	\$ 72,708,214	\$ 48,965,579	\$ 11,414,574

See accompanying notes to basic financial statements

Major Enterprise Funds		Total Enterprise Funds	Governmental Activities Internal Service Funds
Pittsburg Power	Water Front Operations		
\$ 8,068,595	\$ 2,303,313	\$ 56,792,838	\$ 5,917,862
-	-	30	-
1,176,339	2,783	5,562,569	2,620
309,802	-	309,802	-
61,101	-	223,374	449,343
150,533	186,853	337,386	43,042
9,766,370	2,492,949	63,225,999	6,412,867
375,000	-	1,062,095	-
3,122,435	3,673	28,765,777	398,274
7,751,471	1,559,589	119,425,085	3,330,280
11,248,906	1,563,262	149,252,957	3,728,554
21,015,276	4,056,211	212,478,956	10,141,421
576,167	128,038	2,240,650	-
98,619	26,285	504,361	-
674,786	154,323	2,745,011	-
378,280	319,349	2,893,450	327,059
-	-	-	6,710
27,097	174,118	1,712,607	-
151,609	-	165,083	-
-	-	620,065	-
1,406,201	934,265	2,340,466	-
112,452	30,096	572,917	87,632
-	-	-	70,198
-	-	2,462,686	484,640
2,075,639	1,457,828	10,767,274	976,239
-	-	-	156,301
37,484	10,031	190,971	29,211
2,366,831	525,962	9,204,343	-
1,560,122	613,564	9,228,483	-
-	-	34,514,520	1,326,816
3,964,437	1,149,557	53,138,317	1,512,328
6,040,076	2,607,385	63,905,591	2,488,567
194,466	43,215	756,257	-
118,418	32,062	608,778	-
312,884	75,277	1,365,035	-
10,873,906	1,563,262	111,213,656	1,917,098
1,587,488	764,301	23,305,272	-
-	-	3,955,554	-
-	-	30	-
-	-	7,654,063	-
2,875,708	(799,691)	3,824,766	5,735,756
\$ 15,337,102	\$ 1,527,872	\$ 149,953,341	\$ 7,652,854

City of Pittsburgh
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2020

	Major Enterprise Funds		
	Water Utility	Sewer Utility	Marina
OPERATING REVENUES:			
Charges for services	\$ 23,497,848	\$ 4,889,507	\$ 1,366,895
Meter fees	28,072	-	-
Other fees	193,422	-	50
Facility reserve fees	869,932	188,897	-
Rent and concessions	-	-	45,295
Gas and oil sales	-	-	783,977
Other operating revenues	603,160	60,523	90,584
Total Operating Revenues	25,192,434	5,138,927	2,286,801
OPERATING EXPENSES:			
Salaries and wages	3,516,263	921,159	417,482
Department supplies	7,521,308	59,562	596,999
Rentals	17,293	425	18,940
Utilities	940,442	7,450	171,433
Maintenance and operations	635,165	43,781	202,360
Depreciation (Note 6)	1,751,496	839,998	525,312
Insurance premiums	-	-	-
Insurance deductible	237,287	59,882	30,627
Fringe benefits	3,206,905	658,184	436,839
Other operating expenses	994,823	320,584	148,509
Total Operating Expenses	18,820,982	2,911,025	2,548,501
OPERATING INCOME (LOSS)	6,371,452	2,227,902	(261,700)
NONOPERATING REVENUES (EXPENSES):			
Investment earnings	919,618	323,753	45,660
Intergovernmental	-	-	-
Interest and fiscal charges	(1,527,793)	(20,657)	-
Gain (loss) on disposal of assets	-	-	-
Total Nonoperating Revenues (Expenses)	(608,175)	303,096	45,660
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	5,763,277	2,530,998	(216,040)
CONTRIBUTIONS AND TRANSFERS:			
Transfers in (Note 5C)	743,125	8,017,500	-
Transfers out (Note 5C)	(8,411,962)	(780,170)	(564,058)
Total Contributions and Transfers	(7,668,837)	7,237,330	(564,058)
Change in Net Position	(1,905,560)	9,768,328	(780,098)
NET POSITION:			
Beginning of Year	74,613,774	39,197,251	12,194,672
End of Year	\$ 72,708,214	\$ 48,965,579	\$ 11,414,574

See accompanying notes to basic financial statements

Major Enterprise Funds		Total Enterprise Funds	Governmental Activities Internal Service Funds
Pittsburg Power	Water Front Operations		
\$ 6,447,029	\$ 2,490	\$ 36,203,769	\$ 11,857,130
-	-	28,072	-
562,620	-	756,092	-
-	-	1,058,829	-
219,764	1,572,192	1,837,251	-
-	-	783,977	-
305,029	4,938	1,064,234	51,618
7,534,442	1,579,620	41,732,224	11,908,748
1,420,264	361,146	6,636,314	971,580
2,248,647	148	10,426,664	890,965
55,611	1,741	94,010	38,125
69,191	-	1,188,516	367,698
1,013,583	221,764	2,116,653	1,211,124
586,831	7,099	3,710,736	837,654
191,668	-	191,668	1,985,260
52,691	21,112	401,599	211,740
1,294,360	512,040	6,108,328	5,674,627
768,823	334,440	2,567,179	28,762
7,701,669	1,459,490	33,441,667	12,217,535
(167,227)	120,130	8,290,557	(308,787)
476,894	60,784	1,826,709	(47,310)
109,206	27,347	136,553	-
-	-	(1,548,450)	-
-	-	-	73,292
586,100	88,131	414,812	25,982
418,873	208,261	8,705,369	(282,805)
50,000	547,064	9,357,689	465,922
(758,989)	(13,343)	(10,528,522)	(621,910)
(708,989)	533,721	(1,170,833)	(155,988)
(290,116)	741,982	7,534,536	(438,793)
15,627,218	785,890	142,418,805	8,091,647
\$ 15,337,102	\$ 1,527,872	\$ 149,953,341	\$ 7,652,854

City of Pittsburgh
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2020

	Major Enterprise Funds		
	Water Utility	Sewer Utility	Marina
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash received from customers	\$ 24,442,798	\$ 5,077,662	\$ 2,174,385
Cash receipts from interfund services provided			
Cash payments to suppliers of goods and services	(9,635,637)	(6,206)	(1,165,740)
Cash payments to or on behalf of employees for services	(6,163,790)	(1,541,829)	(831,044)
Other operating revenues	603,160	60,523	90,584
Net cash provided (used) by operating activities	9,246,531	3,590,150	268,185
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Interfund receipts	-	13,917	-
Intergovernmental	-	-	-
Interfund payments	-	-	-
Transfers in	743,125	8,017,500	-
Transfers out	(8,411,962)	(780,170)	(564,058)
Net cash provided (used) by noncapital financing activities	(7,668,837)	7,251,247	(564,058)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Principal paid on long-term debt	(1,612,812)	(782,000)	-
Interest and fiscal charges paid on long-term debt	(1,554,217)	(21,667)	-
Payments made on capital lease	-	-	-
Proceeds from capital lease	-	-	-
Proceeds from sale of capital assets	-	-	-
Acquisition of capital assets	(518,448)	(1,469,096)	-
Net cash provided (used) by capital and related financing activities	(3,685,477)	(2,272,763)	-
CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest on and change in market values of investments	919,618	323,753	45,660
Net cash provided (used) by investing activities	919,618	323,753	45,660
Net increase (decrease) in cash and cash equivalents	(1,188,165)	8,892,387	(250,213)
CASH AND CASH EQUIVALENTS:			
Beginning of Year	27,451,074	9,735,584	1,780,293
End of Year	\$ 26,262,909	\$ 18,627,971	\$ 1,530,080
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:			
Operating income (loss)	\$ 6,371,452	\$ 2,227,902	\$ (261,700)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	1,751,496	839,998	525,312
Changes in operating assets and liabilities:			
Accounts receivable	(183,548)	(1,265)	(25,076)
Loans receivable	-	-	-
Inventory	-	-	-
Prepaid items	37,072	523	3,244
Accounts payable	683,008	482,066	(4,501)
Salaries and wages payable	-	-	-
Refundable deposits	27,673	3,412	1,216
Taxes payable	-	-	6,413
Unearned revenue	-	-	-
Compensated absences	13,490	117,443	(40,537)
Due to retirement system	468,310	110,190	82,642
Due to OPEB system	77,578	(190,119)	(18,828)
Insurance claims payable	-	-	-
Net cash provided (used) by operating activities	\$ 9,246,531	\$ 3,590,150	\$ 268,185
NON-CASH TRANSACTIONS:			
Retirement of capital assets	\$ (17,517)	\$ -	\$ -

See accompanying notes to basic financial statements

Major Enterprise Funds		Total Enterprise Funds	Governmental Activities
Pittsburg Power	Water Front Operations		Internal Service Funds
\$ 8,097,816	\$ 1,597,172	\$ 41,389,833	\$ -
(4,576,785)	(738,292)	(16,122,660)	11,863,696
(2,454,183)	(656,310)	(11,647,156)	(7,203,963)
305,029	4,938	1,064,234	(4,789,525)
1,371,877	207,508	14,684,251	51,618
-	-	-	(78,174)
109,206	27,347	13,917	-
-	-	136,553	-
50,000	547,064	-	(24,711)
(758,989)	(13,343)	9,357,689	465,922
(599,783)	561,068	(10,528,522)	(621,910)
-	-	(1,020,363)	(180,699)
-	-	(2,394,812)	-
-	-	(1,575,884)	-
-	-	-	(419,408)
-	-	-	848,058
-	-	-	82,366
(1,025,885)	(1,017,920)	(4,031,349)	(918,089)
(1,025,885)	(1,017,920)	(8,002,045)	(407,073)
476,894	60,784	1,826,709	(47,310)
476,894	60,784	1,826,709	(47,310)
223,103	(188,560)	7,488,552	(713,256)
7,845,492	2,491,873	49,304,316	6,631,118
\$ 8,068,595	\$ 2,303,313	\$ 56,792,868	\$ 5,917,862
\$ (167,227)	\$ 120,130	\$ 8,290,557	\$ (308,787)
586,831	7,099	3,710,736	837,654
354,034	16,737	160,882	6,566
23,335	-	23,335	-
-	-	-	-
13,571	(1,438)	52,972	49,361
(181,717)	(159,087)	819,769	(48,423)
-	-	-	(637,942)
(1,000)	-	31,301	-
6,146	-	12,559	-
477,463	7,191	484,654	-
52,025	10,647	153,068	27,721
248,018	55,096	964,256	-
(39,602)	151,133	(19,838)	-
-	-	-	(4,324)
\$ 1,371,877	\$ 207,508	\$ 14,684,251	\$ (78,174)
\$ -	\$ -	\$ (17,517)	\$ (9,074)



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

FIDUCIARY FUND FINANCIAL STATEMENTS

The fiduciary funds account for resources received and are held by the City in a fiduciary capacity. Disbursements are made in accordance with the trust agreement or applicable legislative enactment for each fund.

Successor Agency to the Redevelopment Agency Private - Purpose Trust - This fund was established to account for the activities of the Successor Agency to the former Redevelopment Agency of the City of Pittsburg.

Agency Funds - These funds were created to account for all of the Assessment District Bonds, Environmental and Other Impact Fees. Special assessments received are used to meet the debt service requirements and to pay for the administrative costs. The environment impact fees are collected and utilized for environmental improvement projects and the other impact fees are collected on behalf of other agencies and remitted to them for their improvement projects. Other agencies include Contra Costa Fire Protection District (CCFPD), Contra Costa Water District (CCWD) and the East Contra Costa Regional Fee and Finance Authority (ECCRFF).



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

City of Pittsburgh
Statement of Fiduciary Net Position
June 30, 2020

ASSETS	Successor Agency to the Redevelopment Agency Private-Purpose Trust		Agency Funds	
Cash and investments (Note 2)	\$	2,591,977	\$	5,272,458
Cash and investments held by fiscal agent (Note 2)		44,155,907		2,869,825
Assessment receivable		7,626		1,863,130
Inventory		16,821		-
Prepaid		-		-
Loans receivable (Notes 14A)		8,352,649		-
Capital assets (Note 14B):				
Land		4,164,718		-
Depreciable capital assets, net		1,503,046		-
Total Assets	\$	60,792,744	\$	10,005,413
LIABILITIES				
Accounts payable	\$	2,019	\$	155,088
Interest payable		4,871,241		-
Deferred assessments		-		1,809,600
Due to other parties		-		76,885
Due to other governments		1,027,883		-
Due to bond-holders		-		7,963,840
Compensated absences payable:				
Due within one year		24,544		-
Due within more than one year		5,561		-
Long-term obligations (Note 14C):				
Due in one year		27,077,047		-
Due in more than one year		222,516,819		-
Total Liabilities		255,525,114	\$	10,005,413
NET POSITION				
Held in Trust for Private Purpose	\$	(194,732,370)		

See accompanying notes to financial statements

City of Pittsburgh
Statement of Changes in Fiduciary Net Position
For the Year Ended June 30, 2020

	Successor Agency to the Redevelopment Agency Private-Purpose Trust
ADDITIONS	
Property tax	\$ 33,758,927
Use of money and property	497,436
Other revenues	524,046
Total Additions	34,780,409
DEDUCTIONS	
General administration	1,095,965
Loss on disposition of capital assets (Note 14B)	123,399
Depreciation expense (Note 14B)	43,542
Interest and fiscal charges	12,357,254
Total Deductions	13,620,160
Change in Net Position	21,160,249
NET POSITION HELD IN TRUST	
Beginning of Year	(215,892,619)
End of Year	\$ (194,732,370)

See accompanying notes to financial statements

City of Pittsburg
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of Pittsburg, California, (City) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental agencies. The Governmental Accounting Standards Boards (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

A. Reporting Entity

The City was incorporated under the General Laws of the State of California and enjoys all the rights and privileges pertaining to such "General Law" cities. The City uses the City Council/Manager form of government. The financial reporting entity consists of (a) the primary government, the City, (b) organizations for which the primary government is financially accountable, and (c) other organizations for which the primary government is not accountable, but for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. In addition, component units can be other organizations for which the primary government's exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The criteria used in determining the scope of the reporting entity are based on the provisions of Governmental Accounting Standards Board (GASB) Statement No. 14, as amended by No. 61. The City is the primary governmental unit. Component units are those entities which are financially accountable to the primary government, either because the City appoints a voting majority of the component unit's board, or because the component unit will provide a financial benefit or impose a financial burden on the City. The following entities have been accounted for as "blended" component units of the City. Despite being legally separate, these entities are so intertwined with the City that they are, in substance, part of the City's operations. Accordingly, the balances and transactions of these component units are reported within the funds of the City. Balances for these entities are reported as separate funds in the special revenue and enterprise funds. The following specific criteria are used in determining that these other entities are blended component units:

- The members of the City Council also act as the governing bodies of the entities.
- The entities are managed by employees of the City. A portion of the City's salary and overhead expenses are billed to the entities each year.
- The City and the entities are financially interdependent. The City makes loans to the entities for community development purposes and for operational purposes. General revenues of the agencies are used to repay the loans to the City.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

The following is a brief review of the component units included in the accompanying basic financial statements of the City:

Housing Authority

Housing Authority Section 8, in the accompanying financial statements, was established to account for Federal funds for low income housing under both certificate and voucher programs. The Housing Authority also administers the Veterans Affairs Supportive Housing (VASH), which provides rental and other clinical services to homeless veterans. The Housing Authority is reported as a blended component unit because the Board is made up of the City Council members, and the Housing Authority has a financial benefit/burden relationship with the City. The Housing Authority is reported in the special revenue fund of the City. No separate financial report is issued by the Housing Authority.

Pittsburg Infrastructure Financing Authority

The Public Infrastructure Financing Authority (PIFA) was established by a Joint Exercise of Powers Agreement dated December 5, 1994, by and among the City and the former Redevelopment Agency, and is qualified to issue bonds under the Mello-Roos Local Bond Pooling Act of 1985. The PIFA was formed to finance the acquisition of certain public improvements and to refinance prior outstanding special assessment district debt with City commitment. The PIFA is reported as a blended component unit because its governing body consists of City Council members, and the PIFA has a financial benefit/burden relationship with the City. The PIFA is currently inactive; therefore, no separate financial report is issued.

Southwest Pittsburg GHAD II

The Southwest Pittsburg GHAD II (GHAD) was established by City Council in order to provide maintenance of slope stability in the open spaces areas of Southwest Pittsburg. Funding for the GHAD is provided through assessment fees levied on the property taxes of the homes built on the hillside areas. This fund centralizes the accounting for the revenues and expenses associated with GHAD as required by law.

Pittsburg Power Company

The Pittsburg Power Company (the Company) was established by a Joint Exercise of Powers Agreement dated September 23, 2006, by and among the City and the Agency. The Company was formed to establish a municipal utility for natural gas and electric service. The Company is reported in the Pittsburg Power enterprise fund of the City. No separate financial report is issued by the Company.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

Pittsburg Arts and Community Foundation

The Pittsburg Arts and Community Foundation (PACF) was created as an independent non-profit corporation set up to increase, support and encourage art, literacy, education, economic development, affordable housing and other community resources and programs to benefit the City of Pittsburgh and its residents.

Since the City of Pittsburgh and PACF have the same governing board, have a financial benefit/burden relationship and the City can impose its will on PACF, it is required to be reported as a blended component unit of the City. Its financial information can be found as a special revenue fund under non-major Governmental Funds. No separate financial report is issued by PACF.

B. Basis of Accounting and Measurement Focus

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses, as appropriate. City resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The Government-Wide Financial Statements include a Statement of Net Position and a Statement of Activities. These statements present summaries of Governmental and Business-Type Activities for the City accompanied by a total column.

These financial statements are presented on an “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all of the City’s assets and deferred outflows and liabilities and deferred inflows, including capital assets, as well as infrastructure assets, and long-term liabilities and deferred inflows, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Certain types of transactions reported as program revenues for the City are reported in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

Certain eliminations have been made as prescribed by GASB Statement No. 34 in regards to inter-fund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following inter-fund activities have been eliminated:

- Due to/from other funds
- Advances from/to other funds
- Transfers in/out

The City applies all applicable GASB pronouncements (including all NCGA Statements and Interpretations currently in effect).

Governmental Fund Financial Statements

Governmental Fund Financial Statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances for all major governmental funds and non-major funds aggregated. An accompanying schedule is presented to reconcile and explain the differences in net position as presented in these statements to the net position presented in the Government-Wide financial statements. The City has presented all major funds that met the qualifications for major fund reporting. The following are descriptions of the major funds.

General Fund - This fund is used for all the general revenues of the City not specifically levied or collected for other City funds and the related expenditures. The General Fund accounts for all financial resources which are not accounted for in another fund. To comply with GASB 54, the Budget Stabilization, Economic Development and California Theatre balances are combined and reported under the General Fund. Details are as follows:

<u>Fund</u>	<u>Balances</u>
General Fund	\$ 21,237,960
Budget Stabilization	2,445,285
Economic Development	467,340
California Theatre	-
Total	<u>\$ 24,150,585</u>

Housing Authority (Section 8) Special Revenue Fund - This fund was established to administer grants from Housing and Urban Development Department (HUD) to subsidize the rental costs of low-income families and veterans.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

Successor Agency Housing Special Revenue Fund - This fund accounts for the activities related to the housing assets assumed by the City as Housing Successor to the former Redevelopment Agency. The activities are governed by California redevelopment law and must be used to provide housing for people with low and moderate incomes.

All governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheets. The Statement of Revenues, Expenditures and Changes in Fund Balances presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current position. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (generally 60 days after year-end) are recognized when due. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property tax, charges for services, Federal and State grants, sales taxes and earnings on investments. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Reconciliations of the Fund Financial Statements to the Government-Wide Financial Statements are provided to explain the differences created by the integrated approach.

Proprietary Fund Financial Statements

Proprietary Fund Financial Statements include a Statement of Fund Net Position, a Statement of Revenues, Expenses and Changes in Fund Net Position, and a Statement of Cash Flows for each major proprietary fund and non-major funds aggregated.

A separate column representing internal service funds is also presented in these statements. However, internal service balances and activities have been combined with the governmental and business-type activities in the government-wide financial statements as appropriate.

Proprietary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets, deferred outflows, liabilities and deferred inflows (whether current or noncurrent) are included on the Statement of Fund Net Position. The Statement of Revenues, Expenses and Changes in Fund Net Position present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Operating revenues in the proprietary fund are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as non-operating expenses.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

The following are descriptions of the major enterprise funds.

Water Utility Fund - This fund accounts for the revenues and expenses associated with management, operation, and maintenance of water treatment and distribution system to water customers of the City of Pittsburgh. It also accounts for the maintenance of water plant, distribution reservoirs, and water lines.

Sewer Utility Fund - This fund accounts for the revenues and expenses associated with the maintenance and repair of 126 miles of sewer mains, sewer lift stations and sewer laterals within the City's right-of-way.

Marina Fund - This fund accounts for the revenues received from Marina berth rentals, from sales of gasoline, and expenses from operation and maintenance.

Pittsburg Power Fund - This fund was created by the Joint Powers Agreement between the City of Pittsburgh and the former Redevelopment Agency to develop revenue streams, to manage different activities for power related projects, capital improvement projects, and bond issuance process. This fund also accounts for expenditures incurred in maintenance of the facilities, in distributing gas and electricity to the industries, schools, business, and residents of Mare Island, in Vallejo, and to account for revenues collected from services to customers.

Water Front Operations Fund - This fund was created for the collection of rents and other trust revenues from the tidelands granted by the Contra Costa County Local Agency Formation Commission within Pittsburgh's city limits. The City shall submit a plan indicating details of intended development, preservation, or other use of the trust lands. Any use of the trust lands shall be consistent with the plan as approved by the Commission.

Internal service fund balances and activities have been combined with governmental activities in the government-wide financial statements, and are comprised of the following funds:

Fleet Maintenance Fund - Used to account for the costs of operating, maintaining, and replacing automotive equipment used by other departments. Rental rates charged to the using departments include operating costs and equipment depreciation.

Building Maintenance Fund - Used to account for the cost of maintaining all City governmental buildings.

Insurance Fund - Used to account for revenues from charges to operating departments sufficient to provide adequate reserve for future claims.

Information/Communication Services Fund - Used to account for the cost of operating, maintaining and replacing a data processing system. Rental rates charged to the using departments include operating cost and equipment depreciation.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

Fringe Benefits Fund - Used to allocate fringe costs to various departments.

Other Post-Employment Benefits (OPEB) Fund - Used to reduce unfunded OPEB liabilities and to pay the City's portion of current year retiree medical expenses. This fund receives its funding from surplus funds beyond the maximum amount required for the Budget Stabilization reserve (25% of surplus) and from Citywide allocations based on salaries.

115 Pension Trust Reserve Fund - Used to accumulate funds to pay down CalPERS Unfunded Accrued Liability.

The City also reports fiduciary fund types.

Fiduciary Fund Financial Statements - Fiduciary fund financial statements include a Statement of Fiduciary Net Position and a Statement of Change in Fiduciary Net Position. The City's fiduciary funds represent a private purpose trust fund, a pension trust fund and agency funds. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

The Fiduciary funds are accounted for on the accrual basis of accounting as are the Proprietary funds explained above.

Successor Agency to the Redevelopment Agency Private Purpose Trust Fund (Successor Agency) - This fund was created to account for the accumulation of resources to be used for payments at appropriate amounts and times in the future.

Agency Funds - These funds were created to account for all of the Assessment District Bonds, Environmental and Other Impact Fees. Special assessments received are used to meet the debt service requirements and to pay for the administrative costs. The environmental impact fees are collected and utilized for environmental improvement projects and the other impact fees are collected on behalf of other agencies and remitted to them for their improvement projects. Other agencies include Contra Costa Fire Protection District (CCFPD), Contra Costa Water District (CCWD) and the East Contra Costa Regional Fee and Finance Authority (ECCRFF).

C. Use of Restricted/Unrestricted Net Position

When an expense is incurred for purposes for which both restricted and unrestricted net position are available, the City's policy is to apply restricted net position first.

D. Spending Policy

The City's policy is to spend restricted fund balances first, before spending unrestricted fund balances, for expenditures incurred for purposes for which both restricted and unrestricted fund balances are available, except for instances wherein an Agency ordinance or resolution specifies the fund balance.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

The Agency's policy is that committed and assigned fund balances are considered to have been spent first before unassigned fund balances have been spent, when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used, except for instances wherein an Agency ordinance specifies the fund balance.

E. Cash and Investments

The City pools its available cash for investment purposes. The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with an original maturity of three months or less from the date of acquisition. Cash and cash equivalents are combined with investments and displayed as Cash and Investments.

In accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available.

The City participates in an investment pool managed by the State of California, entitled Local Agency Investment Fund (LAIF), which has invested a portion of the pool funds in Structured Notes and Asset-Backed Securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these Structured Notes and Asset-Backed Securities are subject to market risk as to change in interest rates.

In accordance with GASB Statement No. 40, *Deposit and Investment Disclosures (Amendment of GASB No. 3)*, certain disclosure requirements for Deposits and Investment Risks were made in the following areas:

- Interest Rate Risk
- Credit Risk
- Overall Custodial Credit Risk
- Concentrations of Credit Risk

In addition, other disclosures are specified including use of certain methods to present deposits and investments, highly sensitive investments, credit quality at year-end and other disclosures.

F. Restricted Cash and Investments

Certain restricted cash and investments are held by fiscal agents for the redemption of bonded debt and for acquisition and construction of capital projects, and for pension trust reserves deposited in a Section 115 irrevocable trust.

City of Pittsburg
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

G. Property Taxes

Under California law, property taxes are assessed and collected by the counties up to 1% of assessed value, plus other increases approved by the voters. The property taxes go into a pool, and are then allocated to the cities based on complex formulas. Accordingly, the City accrues only those taxes which are receivable from the county within sixty days after year-end.

Lien Date	January 1
Levy Date	July 1
Due Date	Secured: November 1 and February 1 Unsecured: July 1
Collection Date	Secured: December 10 and April 10 Unsecured: August 31

Property taxes levied are recorded as revenue when received, in the fiscal year of levy, because of the adoption of the “alternate method of property tax distribution,” known as the Teeter Plan, by the City and Contra Costa County. The Teeter Plan authorizes the Auditor/Controller of Contra Costa County to allocate 100% of the secured property taxes billed, but not yet paid.

H. Interfund Balances/Internal Balances

Advances to and advances from other funds represent inter-fund loans in the fund financial statements. Advances between funds are offset by a fund balance reservation or by deferred revenue in the applicable governmental funds to indicate that they are not expendable available financial resources.

Any unpaid interest due to lack of funds in the borrowing fund increases the principal owed and is reported in the lending fund as deferred revenue.

All other outstanding balances between funds are reported as due to and due from other funds. These are generally repaid within the following fiscal year.

Any residual balances outstanding between the governmental activities and business-type activities are reported in the Government-Wide Financial Statements as “internal balances.”

I. Capital Assets

Capital assets, which include land, buildings, improvements other than buildings, machinery and equipment and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities in the Government-Wide Financial Statements. Capital assets are recorded at historical cost or estimated historical cost if actual cost is not available. Contributed capital assets are valued at their estimated acquisition value on the date contributed.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

City policy has set the capitalization thresholds for reporting capital assets as follows:

- General Capital Assets \$5,000
- Infrastructure Capital Assets \$25,000

Depreciation is recorded on a straight-line method over the useful lives of the assets as follows:

- Building and Improvements 20 - 70 years
- Machinery and Equipment 3 - 10 years
- Infrastructure 20 - 75 years

The GASB Statement No. 34 requires the inclusion of infrastructure capital assets in local governments' basic financial statements. In accordance with GASB Statement No. 34, the City has included the value of all infrastructure assets in its Government-Wide Financial Statements.

The City defines infrastructure as the basic physical assets that allow the City to function. The assets include:

- Street system
- Site amenities such as parking and landscaped areas used by the City in the conduct of its business.
- Water and sewer plants

Each major infrastructure system can be divided into subsystems. For example the street system can be subdivided into pavement, curb and gutters, sidewalks, medians, streetlights, traffic control devices (signs, signals and pavement markings), landscaping and land. These subsystems were not delineated in the Government-Wide Financial Statements. The appropriate operating department maintains information regarding the subsystems.

For all infrastructure systems, the City has elected to use the Basic Approach as defined by GASB Statement No. 34 for infrastructure reporting. The City conducted a valuation of its infrastructure assets as of July 1, 2002. This valuation determined the original cost using one of the following methods:

- 1) Use of historical records where available.
- 2) Standard unit costs appropriate for the construction/acquisition date of the asset.
- 3) Present replacement cost indexed by a reciprocal factor of the price increase from the construction/acquisition date to the current date.

The accumulated depreciation, defined as the total depreciation from the date of construction/acquisition to the current date was computed on a straight-line method using industry accepted life expectancies for each infrastructure subsystem. The book value was then computed by deducting the accumulated depreciation from the original cost.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

Interest accrued during capital assets construction, if any, is capitalized for the business-type activities and proprietary funds as part of the asset cost.

J. Interest Payable

In the government-wide financial statements, interest payable on long-term debt is recognized as the liability incurred for governmental fund types and proprietary fund types.

In the fund financial statements, propriety fund types recognize the interest payable when the liability is incurred.

K. Long-Term Debt

Government-Wide Financial Statements

Long-term debt and other financial obligations are reported as liabilities in the appropriate activities.

Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable premium or discount.

Fund Financial Statements

The Governmental Fund Financial Statements do not present long-term debt, which are shown in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

Governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financial sources. Premiums received on debt issuance are reported as other financing sources while discounts on debt issuance are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Proprietary Fund Financial Statements use the same principles as those used in the Government-Wide Financial Statements.

L. Unearned Revenue

Government-Wide Financial Statements

Unearned revenue is recognized for transactions for which revenue has not yet been earned. Typical transactions recorded as unearned revenues in the Government-Wide Financial Statements are unearned grants and prepaid charges for services.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

Fund Financial Statements

Unavailable revenue is recorded when transactions have not yet met the revenue recognition criteria based on the modified accrual basis of accounting. The City records unavailable revenue for transactions for which funds are not available to meet current financial obligations. Typical transactions for which unavailable revenue is recorded are grants received but not yet earned or available, interest on inter-fund advances receivable and long-term loans receivable.

M. Compensated Absences

City employees have vested interests in varying levels of vacation compensation. If vacation is not used by the employee during the term of employment, compensation is payable to the employee at the time of retirement or termination. Such compensation is calculated at the employee's then prevalent rate at the time of retirement or termination and compensated at 100% of accumulated hours. The City's liability for compensated absences is recorded in various Governmental funds or Proprietary funds as appropriate. The liability for compensated absences is determined annually. Compensated absences for governmental activities are liquidated primarily by the General Fund.

Governmental funds include only amounts expected to be paid after the end of the fiscal year for terminated employees. The long-term liabilities are recorded in the Statement of Net Position.

The change in compensated absences was as follows at June 30, 2020:

	Governmental Activities	Business-Type Activities	Total
Beginning Balance	\$ 2,302,700	\$ 716,814	\$ 3,019,514
Additions	2,361,037	406,446	2,767,483
Payments	(1,463,187)	(359,372)	(1,822,559)
Ending Balance	<u>\$ 3,200,550</u>	<u>\$ 763,888</u>	<u>\$ 3,964,438</u>
Current Portion	<u>\$ 2,400,412</u>	<u>\$ 572,917</u>	<u>\$ 2,973,329</u>

N. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position or balance sheet reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The City has reported deferred outflows of resources in the Statement of Net Position and Proprietary Fund Statements for the pension and OPEB related adjustments.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

In addition to liabilities, the statement of net position or balance sheet reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position or fund balance that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The City has one item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from loans. The City has reported deferred inflows of resources in the statement of net position and proprietary fund statements for pension and OPEB related adjustments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

O. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs, other than quoted prices included within Level 1, that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

P. Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING (Continued)

Q. *New Funds*

During fiscal year ended June 30, 2020, the City created the US EPA Grants Special Revenue Fund and Marina Dredging & Infrastructure Improvement Special Revenue Fund.

R. *Implementation of Governmental Accounting Standards Board (GASB) Pronouncements*

The following Governmental Accounting Standards Board (GASB) pronouncements were effective in fiscal year 2019-2020:

In November 2016, GASB issued GASB Statement No. 83, *Certain Asset Retirement Obligations*. This Statement addresses accounting and financial reporting for certain asset retirement obligations (ARO's). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement. The requirements of the statement are effective for reporting periods beginning after June 15, 2019. The City does not have any Asset Retirement Obligations that are within the scope of GASB Statement No. 83.

In January 2020, GASB issued GASB Statement No. 92, *Omnibus 2020*. The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. The requirements related to the effective date of Statement 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instructions are effective upon issuance. These requirements did not have any significant effect on the City's fiscal year 2019-2020 financial statements. The remaining requirements of GASB Statement No. 92 are effective for reporting periods beginning after June 15, 2021.

In May 2020, GASB issued GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. The primary objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later. The requirements of the statement are effective immediately. The City implemented GASB Statement No. 95 for the presentation of the fiscal year 2019-2020 financial statements.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 2 - CASH AND INVESTMENTS

The City pools cash from all sources and all funds except Cash and Investments held by Trustees so that it can be invested at the maximum yield consistent with safety and liquidity, while individual funds can make expenditures at any time.

A. Policies

California Law requires banks and savings and loan institutions to pledge government securities with a market value of 110% of the City's cash on deposit, or first trust deed mortgage notes with a market value of 150% of the deposit, as collateral for these deposits. Under California Law this collateral is held in a separate investment pool by another institution in the City's name and places the City ahead of general creditors of the institution.

The City invests in individual investments and in investment pools. Individual investments are evidenced by specific identifiable securities instruments, or by an electronic entry registering the owner in the records of the institution issuing the security, called the book entry system. In order to increase security, the City employs the Trust Department of a bank as the custodian of certain City managed investments, regardless of their form. Individual investments are generally made by their City's fiscal agent as required under its debt issues, or through the City's Investment Advisor, Chandler Asset Management (CAM).

The City's investments are carried at fair value, as required by generally accepted accounting principles. The City adjusts the carrying value of its investments to reflect their fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

B. Classification

Cash and investments are classified in the financial statements as shown below, based on whether or not their use is restricted under the terms of City debt instruments or Agency agreements.

	Government-Wide Statement of Net Position			Separate Statement	
	Governmental Activities	Business-Type Activities	Total	Fiduciary Funds	Total
Cash and investments	\$ 51,549,582	\$ 56,792,838	\$ 108,342,420	\$ 7,864,435	\$ 116,206,855
Restricted cash and investments	3,039,511	30	3,039,541	47,025,732	50,065,273
Total cash and investments	\$ 54,589,093	\$ 56,792,868	\$ 111,381,961	\$ 54,890,167	\$ 166,272,128

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 2 – CASH AND INVESTMENTS (Continued)

C. Investments Authorized by the California Government Code and the City's Investment Policy

The City's Investment Policy and the California Government Code allow the City to invest in the following investments, provided the credit ratings of the issuers are acceptable to the City, and approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the California Government Code, or the City's Investment Policy where the City's Investment Policy is more restrictive.

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality*	Maximum in Portfolio	Maximum per Issuer
Asset-Backed Securities	5 years	"AA"	20%	5%
Bankers' Acceptances	180 days	A1/P1	40%	5%
California Asset Management Program (CAMP)	n/a	n/a	none	none
Certificates of Deposits	1 year	"A"	30%	5%
Commercial Paper	270 days	"A1" ST, "A" LT	25%	5%
Federal Agency Obligations	5 years	none	none	none
Local Agency Investment Fund (LAIF)	n/a	none	\$75 million	none
Medium-Term Notes	5 years	"A"	30%	5%
Money Market Funds	n/a	2 highest ratings	20%	10% per fund
Negotiable Certificates of Deposit	5 years	"A-1" ST, "A" LT	30%	5%
Repurchase Agreements	90 days	"A"	15%	5%
State and Local Obligations	5 years	"A-	30%	5%
Supranational Securities	5 years	"AA"	30%	10%
U.S. Treasury Obligations	5 years	none	none	none

*At time of purchase

In accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Pools*, investments were stated at fair value using the aggregate method.

The City's investments with Local Agency Investment Fund (LAIF), a State of California external investment pool, at June 30, 2020, included a portion of the pool funds invested in Structured Notes and Asset-Backed Securities.

As of June 30, 2020, the City had \$41,302,769 invested in LAIF, which had invested 52.38% of the pool investment funds in U.S. Treasury Obligations. The LAIF fair value factor of 1.004912795 was used to calculate the fair value of the investments in LAIF. The fair value of the City's position in the pool is materially equivalent to the value of the pool share. At June 30, 2020, these investments matured in an average of 191 days.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 2 - CASH AND INVESTMENTS (Continued)

D. Investments Authorized by Debt Agreements

The City and Successor Agency to the Redevelopment Agency must maintain required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if the agencies fail to meet their obligations under these debt issues. The California Government Code requires these funds to be invested in accordance with City resolutions, bond indentures or State statutes. The table below identifies the investment types that are authorized for investments held by fiscal agents. The table also identifies certain provisions of these debt agreements:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality
Bankers' Acceptances	180 days	A1/P1
California Asset Management Program (CAMP)	n/a	n/a
Certificates of Deposit	1 year	A
Commercial Paper	270 days	A1/P1/F1
Guaranteed Investment Agreements	n/a	none
Local Agency Investment Fund (LAIF)	n/a	none
Medium Term Notes	5 years	A
Money Market Fund	n/a	3 highest ratings
Municipal Obligations	n/a	AAA
Pre-refunded Municipal Obligations	n/a	AAA
Repurchase Agreements	90 days	A
State of California Obligations	5 years	A -
U.S. Agencies	n/a	AAA
U.S. Treasury Obligations	5 years	none

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 2 – CASH AND INVESTMENTS (Continued)

E. Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The following is a summary of the fair value hierarchy of the fair value of investments of the City as of June 30, 2020:

	Level 2	Total
Investments by Fair Value Level:		
U.S. Treasury Obligations	\$ 12,254,761	\$ 12,254,761
Federal Agency Obligations	22,729,131	22,729,131
Commercial Paper	2,046,111	2,046,111
Municipal Obligations	533,783	533,783
Corporate Notes	12,903,495	12,903,495
Certificate of Deposits	1,823,312	1,823,312
Asset-Backed Securities	2,370,362	2,370,362
Supranational Securities	2,606,926	2,606,926
Subtotal	<u>\$ 57,267,881</u>	<u>57,267,881</u>
Investments Measured at Cost:		
Money Market Funds		2,188,225
<i>Held with Trustee:</i>		
Money Market Funds		50,065,174
Investments Exempt from Fair Value Hierarchy:		
Local Agency Investment Fund		41,302,769
Total Investments		<u>150,824,049</u>
Cash in banks and on hand		15,448,079
Total Cash and Investments		<u>\$ 166,272,128</u>

U.S. Treasury Notes, Federal Agency Obligations, Commercial Paper, Municipal Obligations, Medium-Term Corporate Notes, and Asset-Backed Securities classified in Level 2 of the fair value hierarchy, are valued using pricing techniques of matrix pricing or market corroborated pricing, with inputs such as yield curves or indices.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 2 - CASH AND INVESTMENTS (Continued)

These prices were obtained from various pricing sources by the City's custodian bank. The Certificates of Deposit were valued using techniques of matrix pricing and multi-dimensional relational model and/or option adjusted spread provided by the City's custodian bank. The Supranational Securities were valued based on information gathered from market sources and integrate relative credit information, observed movements, and sector news into the evaluated pricings applications and models provided by the City's custodian bank.

F. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Normally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity.

Investment Type	Investment Maturities (in years)		Total
	Less than 1 year	1 - 5 years	
Local Agency Investment Fund	\$ 41,302,769	\$ -	\$ 41,302,769
Corporate Notes	9,100,460	3,803,035	12,903,495
Federal Agency Obligations	1,365,212	21,363,919	22,729,131
U.S. Treasury Obligations	25,299	12,229,462	12,254,761
Asset-Backed Securities	-	2,370,362	2,370,362
Certificates of Deposit	1,823,312	-	1,823,312
Money Market Funds	2,188,225	-	2,188,225
Supranational Securities	1,852,753	754,173	2,606,926
Commercial Paper	2,046,111	-	2,046,111
Municipal Obligations	533,783	-	533,783
<i>Held by Trustee:</i>			
Money Market Funds	50,065,174	-	50,065,174
Total Investments	<u>\$ 110,303,098</u>	<u>\$ 40,520,951</u>	<u>150,824,049</u>
Cash in banks and on hand			15,448,079
Total Cash and Investments			<u>\$ 166,272,128</u>

Money Market Funds are available for withdrawal on demand and at June 30, 2020 matured in an average of 36 days.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 2 – CASH AND INVESTMENTS (Continued)

G. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the actual rating as of June 30, 2020 for each investment type as provided by Standard and Poor's investment rating system.

	Fair Value	AAA/AAAm	AA+	AA	AA- / A-1+	A+ / A / A-1	A- / A-2	BBB+	Not Rated
U.S. Treasury Obligations	\$ 12,254,761	\$ -	\$ 12,254,761	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Agency Obligations	22,729,131	-	22,155,740	-	-	-	-	-	573,391
Commercial Paper	2,046,111	-	-	-	-	2,046,111	-	-	-
Corporate Notes	12,903,495	-	-	951,256	-	6,286,302	4,714,585	951,352	-
Municipal Obligations	533,783	-	-	-	533,783	-	-	-	-
Certificates of Deposit	1,823,312	-	-	-	871,592	951,720	-	-	-
Asset-Backed Securities	2,370,362	1,864,888	-	-	-	-	-	-	505,474
Supranational Securities	2,606,926	2,606,926	-	-	-	-	-	-	-
Local Agency Investment Fund	41,302,769	-	-	-	-	-	-	-	41,302,769
Money Market Funds	2,188,225	2,188,225	-	-	-	-	-	-	-
<i>Held with Trustee:</i>									
Money Market Funds	50,065,174	50,065,174	-	-	-	-	-	-	-
Total Investments	150,824,049	\$ 56,725,213	\$ 34,410,501	\$ 951,256	\$ 1,405,375	\$ 9,284,133	\$ 4,714,585	\$ 951,352	\$ 42,381,634
Cash in banks and on hand	15,448,079								
Total Cash and Investments	\$ 166,272,128								

H. Concentration of Credit Risk

Investments in the securities of any individual issuers, other than U.S. Treasury Securities, mutual funds and the California Local Agency Investment Fund, that represent 5% or more of the City's total investments are as follows as of June 30, 2020.

Issuer	Investment Type	Amount
<i>Government-Wide:</i>		
Federal Home Loan Banks	Federal Agency Obligations	\$ 9,166,169

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 3 - LOANS AND NOTES RECEIVABLES

As of June 30, 2020, loans and notes receivable consisted of the following:

Description	Balance
<i>Governmental Activities:</i>	
CalHome Program Loans	\$ 427,506
Century Plaza Corporation	1,150,270
Domus Development LLC	7,376,526
Domus Development LLC Loan (Sienna Court)	5,591,272
Fairfield Belmont, L.P. Loan	3,992,861
HUD Community Development Block Grant	263,844
Low Income Families Loans	844,720
Mariner Walk Loan	180,000
Vista Del Mar Loans	200,000
Mercy Housing California Loan	4,663,371
PACF Loans	546,185
Presidio Village Senior Housing	755,647
Rehabilitation and Construction Loans	1,406,243
Residential Loans on Vidrio	1,733,784
Resources for Community Development Loan	6,978,458
9th Street Associates (Santa Fe Commons Housing Development)	1,945,707
Total Governmental Activities - Loans and Notes Receivable	<u>38,056,394</u>
<i>Business-Type Activities-Enterprise Fund:</i>	
Lumpy's Diner Loan	<u>309,802</u>
Total Loans and Notes Receivable	<u><u>\$ 38,366,196</u></u>

A. CalHome Program Loans

CalHome Program funds of \$600,000 were awarded by the State of California and are used to provide first-time home buyer mortgage assistance as well as housing rehabilitation assistance for low income homeowners. Loans are payable upon sale or transfer of property, when the property ceases to be owner-occupied, or upon the CalHome loan maturity date. The outstanding balance as of June 30, 2020 was \$427,506.

B. Century Plaza Corporation Loan

During fiscal year 2013-14, the City of Pittsburgh approved a loan to Century Plaza Corporation for anchor tenant retention and remodeling of the Century Plaza. The total approved loan amount was \$1,300,000 and was disbursed over five years. Loan bears 2% annual interest and is due and payable on July 1, 2023. Century Plaza Corporation received a loan repayment credit effective July 1, 2019 due to following the terms stipulated by the loan agreement. The accrued interest will be forgiven along with the loan credit. The outstanding balance as of June 30, 2020 was \$1,150,270.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 3 – LOANS AND NOTES RECEIVABLES (Continued)

C. Domus Development LLC Loan

During fiscal year 2005-2006, the former Redevelopment Agency entered into a Development and Disposition Agreement with Domus Development LLC (Developer) of up to \$8,000,000 for the development of a 28-unit residential rental dwelling and an 8,000 square feet ground floor commercial space at the northeast corner of Railroad Avenue and 10th Street. Funding was provided by the Housing-Set Aside funds in the amount of \$6,000,000 and \$2,000,000 by future tax increments. During the fiscal year 2007-2008, an amendment was filed to increase the loan up to an additional \$800,000 and \$4,845,755 of the loan was disbursed to the Developer. With the dissolution of the Agency effective February 1, 2012, this loan was assumed by the Housing Successor Agency. The outstanding balance as of June 30, 2020 was \$7,376,526.

D. Domus Development LLC (Sienna Court) Loan

During fiscal year 2007-2008, the former Redevelopment Agency Low-Moderate Income Housing II Special Revenue Fund loaned funds of \$250,000 to Domus Development LLC for the feasibility study of a senior affordable housing development (Sienna Court). The loan bears interest of 3% per annum. The Domus Development LLC loan was amended in fiscal year 2010-2011 to increase the loan by an additional \$850,000, and then further amended in fiscal year 2010-2011 bringing total loan funding to \$4,323,645. With the dissolution of the Agency effective February 1, 2012, this loan was assumed by the Housing Successor. The outstanding balance as of June 30, 2020 was \$5,591,272.

E. Fairfield Belmont, L.P. Loan

During fiscal year 2004-2005, the former Redevelopment Agency Low-Moderate Income Housing II Special Revenue Fund loaned funds of \$4,880,000 to the Fairfield Belmont, L.P. for the purchase and renovation of 224 affordable residential units located within the Redevelopment Project Area. The loan bears the lesser interest of 1% per year or the amount of the former Redevelopment Agency Receipts and provides for the Agency to receive 20% of the project's residual receipts annually. With the dissolution of the Redevelopment Agency effective February 1, 2012, the assets of the Agency, including this loan were assumed by the Housing Successor Agency. The outstanding balance as of June 30, 2020 was \$3,992,861.

F. HUD Community Development Block Grant (CDBG) Loans

The HUD CDBG Special Revenue fund had a loans receivable balance of \$263,844 as of June 30, 2020, which consisted of \$116,813 in CDBG entitlement loans and \$147,031 in First Time Homebuyer loans.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 3 – LOANS AND NOTES RECEIVABLES (Continued)

G. Low Income Families Loans

During fiscal year 2006-2007 and 2007-2008, the former Redevelopment Agency Low-Moderate Income Housing II Special Revenue Fund loaned funds to low income families to purchase homes. The loans bear no interest and are deferred until the property changes title or are refinanced for cash. With the dissolution of the Agency effective February 1, 2012, this loan was assumed by the Housing Successor Agency. The outstanding balance as of June 30, 2020 was \$844,720.

H. Mariner Walk Loan and Vista Del Mar Loans

During fiscal year 2005-2006, a Development and Disposition Agreement was entered into with Olson Urban Housing LLC (Developer) of up to \$1,000,000 and with Lyon Vista Del Mar 533, LLC (Developer) of up to \$800,000, to provide mortgage assistance for qualified moderate income households purchasing the affordable units. With the dissolution of the Agency effective February 1, 2012, the loans were assumed by the Housing Successor. The outstanding balances as of June 30, 2020 were \$180,000 and \$200,000, respectively, for the property owners.

I. Mercy Housing California Loan

During fiscal year 2005-2006, the former Redevelopment Agency Low-Moderate Income Housing II Special Revenue Fund loaned funds of \$1,052,854 to Mercy Housing California for the development of a 64-unit dwelling and child care center located within the Redevelopment Project Area. During the fiscal year 2007-2008, an amendment was filed to increase the loan for a total of \$4,952,854. The loan bears interest of 1% per year and provides for the Agency to receive 50% of the project's residual receipts annually. With the dissolution of the Agency effective February 1, 2012, this loan was assumed by the Housing Successor Agency. The outstanding balance as of June 30, 2020 was \$4,663,371.

J. Pittsburgh Arts and Community Foundation (PACF) Loans

During fiscal year 2010-2011, the PACF assumed a construction loan and lease due from a Pittsburgh resident. The loan will be repaid through lease payments on 159 4th Street, with a balloon payment due on December 1, 2023. During fiscal year 2011-2012, PACF assumed an NSP Home Buyer assistance program loan that was issued to a Pittsburgh resident. Loan payments are deferred and will be forgiven if the property remains the same as the principal residence of the resident. The outstanding balances of these loans as of June 30, 2020 were \$521,763 and \$24,422, respectively, totaling \$546,185.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 3 – LOANS AND NOTES RECEIVABLES (Continued)

K. Presidio Village Senior Housing Loans

During fiscal year 2006-2007, the former Redevelopment Agency Low-Moderate Income Housing II Special Revenue Fund loaned funds of \$566,150 to Pacific Community Services for prior construction of 104 units called the Presidio Village Senior Housing. The loan bears interest of 3% per year and provides for the Agency to receive 50% of the project's residual receipts annually. With the dissolution of the Agency effective February 1, 2012, this loan was assumed by the Housing Successor Agency. The outstanding balance and accrued interest as of June 30, 2020 was \$755,647.

L. Rehabilitation and Construction Loans

Housing and rehabilitation loans are provided to homeowners who meet low and moderate income requirements as defined by the Department of Housing and Urban Development. These residential loans are available from \$5,000 to \$25,000 per property at a loan term of 3% simple interest for 10 years. The property will be rehabilitated to be free from health and safety violations upon completion of the rehabilitation program. The outstanding balance of these loan types as of June 30, 2020 was \$1,406,243.

M. Residential Loans on Vidrio

During fiscal year 2010-2011, the City of Pittsburgh financed several residential loans to the homebuyers of Vidrio Condominium. The outstanding balances as of June 30, 2020 was \$1,733,784.

N. Resources for Community Development Loan

During fiscal year 2006-2007, the former Redevelopment Agency Low-Moderate Income Housing II Special Revenue Fund loaned funds of \$6,105,848 to Resources for Community Development for the development of 71 rental dwellings and a community center. During the fiscal year 2008-2009, an amendment was filed to increase the loan up to an additional \$350,000 and \$5,710,730 of the loan was disbursed to the Developer. The loan bears interest of 1% per annum and provides for the Agency to receive 50% of the project's residual receipts annually. With the dissolution of the Agency effective February 1, 2012, this loan was assumed by the Housing Successor Agency. The outstanding balance as of June 30, 2020 was \$6,978,458.

O. 9th Street Associates (Santa Fe Commons Housing Development Loan)

This is a rehabilitation and construction loan to eliminate blight to a property owner to assist improvements and rehabilitation of properties that were vacant or underutilized.

During fiscal year 2011-2012, the City provided a property development loan of \$1,614,713 to 9th Street Associates LP to develop the units at Santa Fe Commons. The loan terms include 3% simple interest and is due in 55 years. The repayment will be made from residual receipts. The outstanding balance as of June 30, 2020 was \$1,945,707.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 3 - LOANS AND NOTES RECEIVABLES (Continued)

P. Lumpy's Diner Loan

During fiscal year 2018-2019, the Pittsburgh Power Company (PPC) Enterprise Fund loaned \$348,206 to the owner of Lumpy's Diner Pittsburgh for the purchase of property located at 615 Railroad Avenue. The loan bears interest of 5%. Principal and interest payments are due monthly commencing October 1, 2018 through 2038. The outstanding balance as of June 30, 2020 was \$309,802.

NOTE 4 - UNEARNED AND UNAVAILABLE REVENUE

A. Government-Wide Financial Statements

Unearned revenues in Government-Wide Financial Statements represent amounts for which revenues have not been earned. At June 30, 2020, unearned revenues in the Government-Wide Financial Statements consisted of unearned developer, donation, and grant revenues of \$1,584,791 in Governmental Activities and \$2,340,466 in Business-Type Activities.

B. Fund Financial Statements

At June 30, 2020, the following amounts were recorded in the Fund Financial Statements because either the revenues had not been earned or the funds were not available to finance expenditures of the current period:

	Governmental Funds				Total Governmental Funds
	General Fund	Housing Authority (Sec. 8)	Successor Agency Housing	Non-Major Governmental Funds	
Unearned developer/ donation revenue	\$ 3,227	\$ -	\$ -	\$ -	\$ 3,227
Unearned service revenue	811,469	352,263	-	417,832	1,581,564
Sub-total	814,696	352,263	-	417,832	1,584,791
Loans receivable	1,150,270	-	30,582,855	4,457,672	36,190,797
Total	<u>\$ 1,964,966</u>	<u>\$ 352,263</u>	<u>\$ 30,582,855</u>	<u>\$ 4,875,504</u>	<u>\$ 37,775,588</u>

	Business-Type Funds		
	Pittsburg Power	Water Front Operations	Total
Unearned developer/ donation revenue	\$ 676,845	\$ -	\$ 676,845
Unearned service revenue	729,356	934,265	1,663,621
	<u>\$ 1,406,201</u>	<u>\$ 934,265</u>	<u>\$ 2,340,466</u>

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 5 - INTERFUND TRANSACTIONS

A. Current Interfund Balances

Current interfund balances arise in the normal course of business and are expected to be repaid shortly after the end of the fiscal year. Current interfund balances are as follows:

<u>DUE FROM FUND:</u>	<u>DUE TO FUND:</u>	<u>AMOUNT</u>
Non-Major Governmental Funds:		
<i>Special Revenue Funds:</i>		
Miscellaneous Grants Fund	General Fund	\$ 24,027
Local Law Enforcement Block Grant Fund	General Fund	20,772
US EPA Grants	General Fund	6,291
<i>Capital Project Funds:</i>		
Regional Freeway Security Fund	General Fund	165,220
	Due to General Fund	<u>\$ 216,310</u>

B. Interfund Advances

At June 30, 2020, the following funds had advances that were not expected to be repaid within the next year:

<u>FROM FUND:</u>	<u>TO FUND :</u>	<u>AMOUNT</u>
GOVERNMENTAL FUNDS		
Successor Agency Housing Special Revenue Fund	General Fund	\$ 1,593,421
Regional Traffic Mitigation Capital Projects Fund	Railroad Avenue Specific Area Plan Special Revenue Fund	3,424,487
ENTERPRISE FUNDS		
Sewer Utility Fund	General Fund	530,794
	Building Maintenance Internal Service Fund	156,301
Pittsburg Power Fund	Golf Course Special Revenue Fund	<u>375,000</u>
	TOTAL ADVANCES	<u>\$ 6,080,003</u>

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 5 - INTERFUND TRANSACTIONS (Continued)

During fiscal year 2019-2020, the Successor Agency Housing Special Revenue Fund advanced \$1,593,421 to the General Fund for the purchase of property located on Railroad Avenue (APN 088-171-035). The advance will accrue LAIF interest and will continue to exist until repaid in full. The current balance as of June 30, 2020 was \$1,593,421.

During fiscal year 2014-2015, the Regional Traffic Mitigation Capital Projects Fund advanced \$3,300,000 to the Railroad Avenue Specific Area Plan Special Revenue Fund to help fund the construction of the eBART Pittsburgh Center Station Project. The advance is to be repaid to the Regional Traffic Mitigation Fund by June 30, 2044 and bears simple interest at the average State Local Agency Investment Fund (LAIF) interest rate. The repayment began in fiscal year 2015 with annual payments in amount up to the accrued interest due, and the current balance as of June 30, 2020 was \$3,424,487.

During fiscal year 2017-2018, the Sewer Utility Enterprise Fund advanced \$650,000 to the General Fund for the purchase of property located at the Northwest Corner of Railroad Avenue and Civic Avenue (APN 086-100-015) and associated expenses. The advance is to be repaid within five years and bears simple interest at the average LAIF rate. The current balance as of June 30, 2020 was \$530,794.

During fiscal year 2016-2017, the Sewer Utility Enterprise Fund advanced \$252,960 to the Building Maintenance Internal Service Fund to assist in financing the City Hall HVAC Chiller Replacement project. The advance is to be repaid within ten years and bears interest at 1.5% per year. The current balance as of June 30, 2020 was \$156,301.

During fiscal year 2002-2003, the Pittsburgh Power Enterprise Fund advanced \$375,000 to the Golf Course Special Revenue Fund for the replacement and improvements of golf carts. The advance was to be repaid within ten years provided the money is available in the Golf Fund. The current balance as of June 30, 2020 was \$375,000.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 5 - INTERFUND TRANSACTIONS (Continued)

C. Interfund Transfers

At June 30, 2020, the City had the following inter-fund transfers:

- A. Transfers to the General Fund were to fund General Fund operations and administrative services for which the other funds received services.
- B. Transfers to Housing to cover operating expenses.
- C. Transfers to cover Citywide Lighting & Landscaping, Gas Tax (RMRA) and Golf Course operating expenses. Also, for road maintenance/repairs/improvements and accounts for program income in CDBG.
- D. Transfers to the Water Utility Enterprise Fund to subsidize senior discount.
- E. Transfers to cover Future Build program
- F. Transfers to fund unfunded OPEB liability, interfund loan for Chiller Replacement.
- G. Transfer to Water Utility Enterprise Fund to allocate Utility Billing administrative time. Employees are split between Water and Sewer Funds.
- H. Transfers for Sewer to help fund capital projects.
- I. Transfers for Marina maintenance repairs and dredging.

FROM FUND:	TO FUND:	AMOUNT	
Water Utility Enterprise Fund		\$ 281,569	
Sewer Utility Enterprise Fund		56,314	
Pittsburg Power Enterprise Fund		725,000	
Non-Major Governmental Funds		4,241,353	
	General Fund	5,304,236	A
General fund		25,000	
	Housing Authority (Section 8) Special Revenue Fund	25,000	B
General Fund		2,102,845	
Non-Major Governmental Funds		1,547,334	
Internal Service Funds		600,000	
	Non-Major Governmental Funds	4,250,179	C
	<i>Sub-total: Total Governmental Funds</i>	9,579,415	
General Fund	Water Utility Enterprise Fund	42,865	D
General Fund	Pittsburg Power Enterprise Fund	50,000	E
General Fund	Internal Service Funds	167,186	F
Successor Agency Housing	Internal Service Funds	562	F
Housing Authority (Section 8) Special Revenue Fund	Internal Service Funds	18,680	F
Water Utility Enterprise Fund	Sewer Utility Enterprise Fund	8,017,500	G
Water Utility Enterprise Fund	Internal Service Funds	112,893	F
Sewer Utility Enterprise Fund	Water Utility Enterprise Fund	700,260	G
Sewer Utility Enterprise Fund	Internal Service Funds	23,596	H
Marina Enterprise Fund	Water Front Operations Enterprise Fund	547,064	I
Marina Enterprise Fund	Internal Service Funds	16,994	F
Pittsburg Power Enterprise Fund	Internal Service Funds	33,989	F
Water Front Operations Enterprise Fund	Internal Service Funds	13,343	F
Non-Major Governmental Funds	Internal Service Funds	56,769	F
Internal Service Funds	Internal Service Funds	21,910	F
	<i>Sub-total: Total Proprietary Funds</i>	9,823,611	
	TOTAL TRANSFERS	\$ 19,403,026	

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 6 – CAPITAL ASSETS

A. Government-Wide Financial Statements

At June 30, 2020, the City's capital assets consisted of the following:

	Governmental Activities	Business-Type Activities	Total
Non-depreciable assets:			
Land	\$ 36,285,723	\$ 2,187,105	\$ 38,472,828
Construction in progress	14,947,735	26,578,672	41,526,407
Total non-depreciable assets	51,233,458	28,765,777	79,999,235
Depreciable assets:			
Buildings and improvements	104,607,299	34,105,920	138,713,219
Machinery and equipment	19,539,677	11,284,392	30,824,069
Infrastructure	298,271,915	145,416,823	443,688,738
Total depreciable assets	422,418,891	190,807,135	613,226,026
Less accumulated depreciation:			
Buildings and improvements	(46,464,367)	(10,872,616)	(57,336,983)
Machinery and equipment	(14,351,494)	(5,620,218)	(19,971,712)
Infrastructure	(167,928,641)	(54,889,216)	(222,817,857)
Total accumulated depreciation	(228,744,502)	(71,382,050)	(300,126,552)
Total net depreciable assets	193,674,389	119,425,085	313,099,474
Total capital assets	\$ 244,907,847	\$ 148,190,862	\$ 393,098,709

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 6 - CAPITAL ASSETS (Continued)

The following is a summary of capital assets for governmental activities:

	Balance at July 1, 2019	Additions	Deletions	Transfers	Balance at June 30, 2020
Non-depreciable assets:					
Land	\$ 34,687,011	\$ 1,475,313	\$ -	\$ 123,399	\$ 36,285,723
Construction in Progress	19,481,254	2,981,713	-	(7,515,232)	14,947,735
Total	54,168,265	4,457,026	-	(7,391,833)	51,233,458
Depreciable assets:					
Buildings and Improvements	97,361,293	14,999	-	7,231,007	104,607,299
Machinery and Equipment	19,612,000	693,090	(1,065,388)	299,975	19,539,677
Infrastructure	298,120,320	105,456	-	46,139	298,271,915
Total	415,093,613	813,545	(1,065,388)	7,577,121	422,418,891
Less accumulated depreciation:					
Buildings and Improvements	(43,583,293)	(2,881,074)	-	-	(46,464,367)
Machinery and Equipment	(13,934,394)	(1,473,414)	1,056,314	-	(14,351,494)
Infrastructure	(161,337,448)	(6,591,193)	-	-	(167,928,641)
Total	(218,855,135)	(10,945,681)	1,056,314	-	(228,744,502)
Total depreciable assets, net	196,238,478	(10,132,136)	(9,074)	7,577,121	193,674,389
Total capital assets, net	\$ 250,406,743	\$ (5,675,110)	\$ (9,074)	\$ 185,288 (A)	\$ 244,907,847

(A) Net transfers of \$185,288 represent capital assets transferred from business-type activities and the Successor Agency for \$61,889 and \$123,399, respectively. See Note 6 below and Note 14 for additional information.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 6 - CAPITAL ASSETS (Continued)

Governmental activities depreciation expenses for capital assets for the year ended June 30, 2020 are as follows:

General Government	\$	1,212,964
City Manager and City Clerk		41,622
Human Resources		4,295
Finance and Services		86,618
Community Development and Services		101,748
Public Safety		227,198
Public Works		8,433,582
Internal Service Funds		837,654
Total depreciation expense	\$	<u>10,945,681</u>

The following is a summary of capital assets for business-type activities:

	Balance at July 1, 2019	Additions	Deletions	Transfers	Balance at June 30, 2020
Non-depreciable assets:					
Land	\$ 1,646,186	\$ 540,919	\$ -	\$ -	\$ 2,187,105
Construction in Progress	25,057,321	3,306,581	(17,517)	(1,767,713)	26,578,672
Total	<u>26,703,507</u>	<u>3,847,500</u>	<u>(17,517)</u>	<u>(1,767,713)</u>	<u>28,765,777</u>
Depreciable assets:					
Buildings and improvements	32,471,634	-	-	1,634,286	34,105,920
Machinery and equipment	11,077,505	183,849	(48,500)	71,538	11,284,392
Infrastructure	145,416,823	-	-	-	145,416,823
Total	<u>188,965,962</u>	<u>183,849</u>	<u>(48,500)</u>	<u>1,705,824</u>	<u>190,807,135</u>
Less accumulated depreciation:					
Buildings and improvements	(10,373,955)	(498,661)	-	-	(10,872,616)
Machinery and equipment	(5,026,383)	(642,335)	48,500	-	(5,620,218)
Infrastructure	(52,319,476)	(2,569,740)	-	-	(54,889,216)
Total	<u>(67,719,814)</u>	<u>(3,710,736)</u>	<u>48,500</u>	<u>-</u>	<u>(71,382,050)</u>
Total depreciable assets, net	<u>121,246,148</u>	<u>(3,526,887)</u>	<u>-</u>	<u>1,705,824</u>	<u>119,425,085</u>
Total capital assets, net	<u>\$ 147,949,655</u>	<u>\$ 320,613</u>	<u>\$ (17,517)</u>	<u>\$ (61,889)</u>	<u>\$ 148,190,862</u>

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 6 – CAPITAL ASSETS (Continued)

Business-type activities depreciation expenses for capital assets for the year ended June 30, 2020 are as follows:

Water Utility	\$	1,751,496
Sewer Utility		839,998
Marina		525,312
Pittsburg Power		586,831
Water Front Operations		7,099
Total	\$	<u>3,710,736</u>

B. Fund Financial Statements

The Governmental Fund Financial Statements do not present General Government Capital Assets. Consequently, capital assets are shown as a reconciling item in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

The capital assets of the enterprise funds in the Proprietary Fund Financial Statements are the same as those shown in the business-type activities of the Government-Wide Financial Statements. Internal Service Funds capital assets are combined with governmental activities.

NOTE 7 – LONG TERM DEBT

Governmental Activities

The following is a summary of long-term debt transactions of the governmental activities for the year ended June 30, 2020:

Description	Original Issue Amount	Beginning Balance July 1, 2019	Additions	Retirements	Ending Balance June 30, 2020	Amounts Due Within One Year	Amounts Due in More Than One Year
Governmental Activities - Bonds							
2006 Pension Obligation Bonds	\$ 39,566,056	\$ 33,260,642	\$ 2,401,536	\$ 2,240,000	\$ 33,422,178	\$ 2,320,000	\$ 31,102,178
Governmental Activities - Direct Borrowings							
CEC Energy Conservation Loan	571,097	212,194	-	68,626	143,568	70,715	72,853
Capital Lease - Street Sweeper	225,000	70,754	-	46,847	23,907	23,907	-
Capital Lease - VOIP System Upgrade	606,044	363,626	-	121,209	242,417	121,209	121,208
PG&E Energy Efficient Loan	213,294	188,411	-	21,326	167,085	21,329	145,756
Capital Lease - Fleet Maintenance	549,017	498,647	-	103,629	395,018	107,603	287,415
Capital Lease - Fleet Maintenance Equipment	261,368	261,368	-	48,414	212,954	50,271	162,683
Capital Lease - Vehicles and Equipment	848,058	-	848,058	77,983	770,075	160,321	609,754
Total Governmental Activities - Direct Borrowings		1,595,000	848,058	488,034	1,955,024	555,355	1,399,669
Total Governmental Activities		<u>\$ 34,855,642</u>	<u>\$ 3,249,594</u>	<u>\$ 2,728,034</u>	<u>\$ 35,377,202</u>	<u>\$ 2,875,355</u>	<u>\$ 32,501,847</u>

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 7 - LONG TERM DEBT (Continued)

Series 2006 Pension Obligation Bonds

On June 15, 2006, the City issued \$39,566,056 of Series 2006 Taxable Pension Obligations Bonds bearing interest at 5.784-6.115% to prepay the City's unfunded accrued actuarial liability of the Miscellaneous and Safety plans through the California Public Employees' Retirement System. The City also prepaid the unfunded liability owed to Contra Costa County Employees Retirement Association (CCCERA) which amounted to \$12,700,000 as of June 30, 2006. The Bonds are issued as current interest bonds and capital interest bonds where the current interest is payable annually on July 1, and the capital appreciation bonds will accrete interest from the date of issuance and will be payable only upon maturity or redemption. The bonds are payable from any form of taxation. The bond covenant contains events of default that require the revenue of the City to be applied by the Trustee as specified in the terms of the agreement if any of the following conditions occur: default on debt service payments; the failure of the City to observe or perform the conditions, covenants, or agreement terms of the debt; bankruptcy filing by the City; or if any court or competent jurisdiction shall assume custody or control of the City. The covenant also contains a subjective acceleration clause that allows the trustees or holders, who hold the majority of the aggregate principal amount of the notes, to accelerate payment of the entire principal amount outstanding and interest accrued to become immediately due if they determine that a material adverse change occurs. Annual principal and interest payments on the bonds are expected to require approximately 5% of city-wide revenues. At June 30, 2020, the total principal and interest remaining to be paid on the bonds was \$63,402,804. For the current year, principal and interest paid were \$3,632,911 and city-wide revenues were \$83,355,593.

The Bonds unaccrued discount and the current year accretion totaled \$14,282,822 and \$2,401,536, respectively, at June 30, 2020. The Bonds do not pay periodic interest. Interest on the Bonds will accrete in value at the rates between 5.85% and 6.12%. Repayment of the accreted principal commenced July 1, 2015. Final repayment will be July 1, 2036.

The annual debt service requirements to mature the Series 2006 Pension Obligation Bonds outstanding at June 30, 2020, were as follows:

Year Ending June 30,	Principal (1)	Interest	Total
2021	\$ 2,320,000	\$ 1,364,763	\$ 3,684,763
2022	2,405,000	1,333,684	3,738,684
2023	2,555,000	1,299,389	3,854,389
2024	2,650,000	1,261,572	3,911,572
2025	2,750,000	1,220,061	3,970,061
2026-2030	14,025,000	5,493,449	19,518,449
2031-2035	16,875,000	3,603,013	20,478,013
2036-2037	4,125,000	121,873	4,246,873
Total	\$ 47,705,000	\$ 15,697,804	\$ 63,402,804

(1) Includes unaccrued discount in the total amount of \$14,282,822.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 7 - LONG TERM DEBT (Continued)

CEC Energy Conservation Loan (Direct Borrowing)

On May 31, 2012, the City obtained a State of California Energy Resources Conservation and Development Commission loan from the California Energy Commission (CEC), in the amount of \$571,097, bearing an interest rate of 3.00% to convert all decorative lamp fixtures from High Pressure Sodium (HPS) to Light Emitted Diode (LED), including the installation of 621 LED lamps on 610 poles. The loan is repayable from general funds from savings in energy costs, and interest and principal payments are payable semiannually on June 22 and December 22, commencing December 22, 2013.

As of June 30, 2020, the outstanding principal balance on the loan was \$143,568.

The annual debt service requirements to mature the loan outstanding at June 30, 2020 were as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 70,715	\$ 3,782	\$ 74,497
2022	72,853	1,645	74,498
Total	<u>\$ 143,568</u>	<u>\$ 5,427</u>	<u>\$ 148,995</u>

Capital Leases for Governmental Activities (Direct Borrowings)

On November 5, 2015, the City entered into a five-year lease agreement for a total principal cost of \$225,000 with Holman Capital Corporation for one street sweeper. The interest rate on the capital lease is 2.75% and principal and interest payments are due semi-annually, commencing May 5, 2015, maturing on November 5, 2020. As of June 30, 2020, the outstanding principal balance of the lease was \$23,907.

The annual debt service requirements to mature the lease outstanding at June 30, 2020, are as follows:

Year Ending June 30,	Principal	Interest	Total
2021	<u>\$ 23,907</u>	<u>\$ 328</u>	<u>\$ 24,235</u>
Total	<u>\$ 23,907</u>	<u>\$ 328</u>	<u>\$ 24,235</u>

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 7 - LONG TERM DEBT (Continued)

On April 2, 2018, the City entered into a five-year interest free (0%), master tax-exempt lease agreement for a total principal cost of \$606,044 with Key Government Finance, Inc. to finance the upgrade of the City's computer network equipment and internet protocol phone system. Principal payments are due annually, commencing May 3, 2018, and maturing on May 3, 2022. As of June 30, 2020, the outstanding principal balance of the lease was \$242,417.

The annual debt service requirements to mature the lease outstanding at June 30, 2020 are as follows:

Year Ending June 30,	Principal	Total
2021	\$ 121,209	\$ 121,209
2022	121,208	121,208
Total	<u>\$ 242,417</u>	<u>\$ 242,417</u>

On April 5, 2018, the City obtained a ten-year, interest free (0%), no fee loan from Pacific Gas and Electric (PG&E) in the amount of \$213,294, to partially fund the cost of replacing the City Hall Chiller with an energy-efficient system. The loan is repayable from general funds. Principal payments are paid monthly with on-bill PG&E payments, commencing May 2018. As of June 30, 2020, the outstanding principal balance on the loan was \$167,085.

The annual debt service requirements to mature the lease outstanding at June 30, 2020, are as follows:

Year Ending June 30,	Principal	Total
2021	\$ 21,329	\$ 21,329
2022	21,329	21,329
2023	21,329	21,329
2024	21,329	21,329
2025-2028	<u>81,769</u>	<u>81,769</u>
Total	<u>\$ 167,085</u>	<u>\$ 167,085</u>

On November 15, 2018, the City entered into a five-year lease agreement for a total principal cost of \$549,017 with Holman Capital Corporation to finance the purchase of three vehicles and a street sweeper for the Fleet Maintenance Department. The interest rate on the capital lease is 3.80% and principal and interest payments are due semi-annually, commencing May 15, 2019, and maturing on November 15, 2023. As of June 30, 2020, the outstanding principal balance of the lease was \$395,018.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 7 - LONG TERM DEBT (Continued)

The annual debt service requirements to mature the lease outstanding at June 30, 2020, are as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 107,603	\$ 13,998	\$ 121,601
2022	111,731	9,870	121,601
2023	116,018	5,584	121,602
2024	59,666	1,135	60,801
Total	<u>\$ 395,018</u>	<u>\$ 30,587</u>	<u>\$ 425,605</u>

On April 24, 2019, the City entered into a five-year lease agreement for a total principal cost of \$261,368 with Holman Capital Corporation for various equipment. The interest rate on the capital lease is 3.80% and principal and interest payments are due semi-annually, commencing October 24, 2019, maturing on April 24, 2024. As of June 30, 2020, the outstanding principal balance of the lease was \$212,954.

The annual debt service requirements to mature the lease outstanding at June 30, 2020, are as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 50,271	\$ 7,619	\$ 57,890
2022	52,200	5,691	57,891
2023	54,202	3,688	57,890
2024	56,281	1,609	57,890
Total	<u>\$ 212,954</u>	<u>\$ 18,607</u>	<u>\$ 231,561</u>

On October 21, 2019, the City entered into a five-year lease agreement for a total principal cost of \$848,058 with Holman Capital Corporation for various vehicles and equipment. The interest rate on the capital lease is 3.70% and principal and interest payments are due semi-annually, commencing April 21, 2020, maturing on October 21, 2024. As of June 30, 2020, the outstanding principal balance of the lease was \$770,075.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 7 - LONG TERM DEBT (Continued)

The annual debt service requirements to mature the lease outstanding at June 30, 2020, are as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 160,321	\$ 27,023	\$ 187,344
2022	166,307	21,037	187,344
2023	172,517	14,827	187,344
2024	178,960	8,384	187,344
2025	91,970	1,701	93,671
Total	<u>\$ 770,075</u>	<u>\$ 72,972</u>	<u>\$ 843,047</u>

Business-Type Activities

The following is a summary of long-term debt transactions of the business-type activities for the year ended June 30, 2020:

Description	Original Issue Amount	Beginning Balance July 1, 2019	Retirements	Ending Balance June 30, 2020	Amounts Due Within One Year	Amounts Due in More Than One Year
2014 Waste Water Revenue Refunding Bonds (Bank of the West Private Placement)	\$ 5,342,000	\$ 1,578,000	\$ 782,000	\$ 796,000	\$ 796,000	\$ -
2016 Water Revenue Refunding Bonds	30,850,000	27,335,000	1,360,000	25,975,000	1,405,000	24,570,000
2014 California Infrastructure and Economic Development Direct Bank Loan	11,387,398	10,459,018	252,812	10,206,206	261,686	9,944,520
		<u>\$ 39,372,018</u>	<u>\$ 2,394,812</u>	<u>\$ 36,977,206</u>	<u>\$ 2,462,686</u>	<u>\$ 34,514,520</u>

2014 Waste Water Revenue Refunding Bonds (Bank of the West Private Placement)

The City of Pittsburgh Financing Authority previously issued \$11,950,000 of Wastewater Revenue Refunding Bonds, Series 2004 pursuant to a Trust Agreement, a Master Installment Sale Agreement and a First Supplemental Installment Sale Agreement; all dated March 1, 2004. The bonds bore interest rates from 2.00%-4.25%.

To refinance the 2004 Bonds, the Financing Authority, with the City, entered into an installment sale agreement to provide funds in an aggregate principal amount of \$5,342,000. The financing was placed privately with Bank of the West. A portion of the proceeds of the Financing was deposited into an irrevocable escrow for full redemption of the 2004 Bonds. The installment sales payments bear an interest rate of 1.55% per annum with interest payments made semi-annually on June 1 and December 1 commencing December 1, 2014 through June 1, 2021. The installments are payable solely from Net Wastewater Revenues. The City is subject to certain revenue bond covenants, the most restrictive of which requires annual net revenues be equal to at least 120% of the current annual debt service requirements of the refunding Bonds. The total principal and interest remaining to be paid is \$805,254.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 7 - LONG TERM DEBT (Continued)

For the current year, principal and interest paid were \$803,429 and wastewater net revenues were \$2,098,833.

The annual debt service requirements to mature the loan outstanding at June 30, 2020 were as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 796,000	\$ 9,254	\$ 805,254
Total	\$ 796,000	\$ 9,254	\$ 805,254

2016 Water Revenue Refunding Bonds

On November 15, 2016, the City issued 2016A Water Revenue Refunding Bonds in the amount of \$30,070,000 Series 2016A Tax Exempt and \$780,000 Series 2016-Taxable Bonds for a combined total of \$30,850,000. The proceeds from the Bonds were used to retire the 2008 Water Refunding Bond and to pay a Swap Termination Fee. The Tax-Exempt Bonds bear interest ranging from 2%-5% and the Taxable bonds bear interest of 0.87%. Interest on Tax-Exempt bonds is payable semi-annually each February 1st and August 1st. The Tax-Exempt bonds will mature on August 1, 2034.

The bond covenant contains events of default that require the revenue of the City to be applied by the Trustee as specified in the terms of the agreement if any of the following conditions occur: default on debt service payments; the failure of the City to observe or perform the conditions, covenants, or agreement terms of the debt; bankruptcy filing by the City; or if any court or competent jurisdiction shall assume custody or control of the City. The covenant also contains a subjective acceleration clause that allows the trustees or holders, who hold the majority of the aggregate principal amount of the notes, to accelerate payment of the entire principal amount outstanding and interest accrued to become immediately due if they determine that a material adverse change occurs.

The annual debt service requirements to mature the loan outstanding at June 30, 2020 were as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 1,405,000	\$ 1,099,350	\$ 2,504,350
2022	1,450,000	1,042,250	2,492,250
2023	1,500,000	975,750	2,475,750
2024	1,560,000	899,250	2,459,250
2025	1,620,000	819,750	2,439,750
2026-2030	9,125,000	2,802,500	11,927,500
2031-2035	9,315,000	721,325	10,036,325
Total	\$ 25,975,000	\$ 8,360,175	\$ 34,335,175

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 7 - LONG TERM DEBT (Continued)

2014 California Infrastructure and Economic Development Bank Installment Sale Agreement (Direct Loan)

On November 17, 2014, the City of Pittsburgh entered into an installment sale agreement (agreement) with the California Infrastructure and Economic Development Bank for financing the costs of modifications to the Pittsburgh Water Treatment Plant and installation of approximately 9,100 feet of transmission line and other related costs. The principal amount provided under the agreement is \$11,387,398 payable over a term of 30 years. Principal payments are made annually on August 1, commencing August 1, 2015 through August 1, 2044. The installment sales payments bear an interest rate of 3.51% per annum with interest payments made semi-annually on February 1 and August 1, commencing February 1, 2015 through August 1, 2044. The installments are payable from Water Charge Revenues. During fiscal year ended June 30, 2020, principal and interest paid was \$615,487 and water charge revenues were \$25,192,434.

The agreement contains events of default that require the revenue of the City to be applied by the Bank as specified in the terms of the agreement if any of the following conditions occur: default on debt service payments; the failure of the City to observe or perform the conditions, covenants, or agreement terms of the loan; bankruptcy filing by the City; or if any court or competent jurisdiction shall assume custody or control of the City. The covenant also contains a subjective acceleration clause that allows the Bank to accelerate payment of the entire principal amount outstanding and interest accrued to become immediately due if they determine that a material adverse change occurs.

The annual debt service requirements to mature the outstanding balance at June 30, 2020, were as follows:

Year Ending June 30,	Principal	Interest	Annual Fee
2021	\$ 261,686	\$ 353,645	\$ 30,619
2022	270,871	344,299	29,834
2023	280,379	334,624	29,021
2024	290,220	324,610	28,180
2025	300,407	314,245	27,309
2026-2030	1,667,799	1,402,554	122,377
2031-2035	1,981,778	1,083,060	95,544
2036-2040	2,354,868	703,423	63,653
2041-2045	2,798,198	252,315	25,762
Total	\$ 10,206,206	\$ 5,112,775	\$ 452,299

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 8 - SPECIAL ASSESSMENT DISTRICT DEBT WITHOUT CITY COMMITMENT

The City has sponsored special assessment debt issues under which it has no legal or moral liability with respect to repayment of the debt and therefore does not include this debt in the City's Governmental Activities. The activity for those issues for the year ended June 30, 2020, was as follows:

	Balance June 30, 2019	Retirements	Balance June 30, 2020
2001-03 Century Plaza A.D. Bonds	\$ 2,935,000	\$ 140,000	\$ 2,795,000
2011 Pittsburgh IFA Bonds	10,490,000	1,205,000	9,285,000
2015 Vista Del Mar A.D. Refunding Bonds	8,635,000	375,000	8,260,000
Total	<u>\$ 22,060,000</u>	<u>\$ 1,720,000</u>	<u>\$ 20,340,000</u>

2001-03 Century Plaza Assessment District Bonds - The Century Plaza Bonds bear interest rates between 2.40% and 5.88% with interest payments made semi-annually on March 2 and September 2. The Century Plaza Bonds are to be paid from annual assessment installments. Proceeds from the Century Plaza Bonds were used to finance the construction and acquisition of certain public improvements within the City's Assessment District No. 2001-03. The outstanding balance at June 30, 2020 amounted to \$2,795,000.

2011 Pittsburgh Infrastructure Financing Authority Bonds - In August 2011, the City refinanced the 1998 Marina Walk Assessment District Bonds, 1998 Pittsburgh Infrastructure Financing Authority Bonds, 2001-01 San Marco Assessment District Bonds and 2001-02 Oak Hills South Assessment District Bonds. These Districts were consolidated into one Reassessment District No. 2011-1. The true interest cost of the refunded bonds is 4.5%. The outstanding balance at June 30, 2020 amounted to \$9,285,000.

2015 Vista Del Mar Assessment District Special Tax Refunding Bonds - In June 2015, the City refunded and defeased the 2005 Vista Del Mar Assessment District Bonds. The 2015 Vista Del Mar Bonds bear interest rates between 2.00% and 5.00% with interest payments made semi-annually on March 1 and September 1. The Vista Del Mar Bonds are to be paid from special taxes which are levied by the City on taxable real property within the boundaries of the District. The outstanding balance at June 30, 2020 amounted to \$8,260,000.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 9 – NET POSITION AND FUND BALANCES

Net Position is measured on the full accrual basis while Fund Balance is measured on the modified accrual basis.

A. Net Position

Net Position is the excess of all the City's assets and deferred outflows of resources over all its liabilities and deferred inflows of resources, regardless of fund. Net Position is divided into three captions. These captions apply only to Net Position, which is determined only at the Government-wide level, and are described below:

In the Government-Wide Financial Statements, net positions are classified in the following categories.

Net Investment in Capital Assets, describes the portion of Net Position which is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter. These principally include developer fees received for use on capital projects, debt service requirements, and redevelopment funds restricted to low and moderate income purposes.

Unrestricted describes the portion of Net Position which is not restricted to use.

B. Fund Balances

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund's cash and receivables, less its liabilities.

The City's fund balances are classified in accordance with Governmental Accounting Standards Board Statement Number 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, which requires the City to classify its fund balances based on spending constraints imposed on the use of resources. For programs with multiple funding sources, the City prioritizes and expends funds in the following order: Restricted, Committed, Assigned, and Unassigned. Each category in the following hierarchy is ranked according to the degree of spending constraint:

Nonspendables represents balances set aside to indicate items do not represent available, spendable resources even though they are a component of assets. Fund balances required to be maintained intact, such as Permanent Funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, and land held for redevelopment are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed or assigned, then Nonspendable amounts are required to be presented as a component of the applicable category.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 9 – NET POSITION AND FUND BALANCES (Continued)

Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose.

Committed fund balances have constraints imposed by formal action of the City Council through City Resolution, which may be altered only by formal action (Resolution) of the City Council. Encumbrances and nonspendable amounts subject to council commitments are included along with spendable resources.

Assigned fund balances are amounts constrained by the City’s intent to be used for a specific purpose, but are neither restricted nor committed. Intent is expressed through City Resolution, Ordinance, or through language in the adopted budget, by the City Council or its designee (City Manager for items from \$75,000 to \$150,000 and Senior Executive Team members for items below \$75,000) and may be changed at the discretion of the City Council or its designee.

Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual general fund balance and residual fund deficits, if any, of other governmental funds.

To comply with GASB 54 requirements, the Budget Stabilization, Economic Development and California Theatre activities are consolidated within the General Fund. The following table provides details of the General Fund’s fund balance at June 30, 2020:

Fund/Activity	Nonspendable	Assigned	Unassigned	Total
General	\$ 1,817,088	\$ 105,729	\$ 19,315,140	\$ 21,237,957
Budget stabilization	-	-	2,445,288	2,445,288
Economic development	-	467,340	-	467,340
Total	<u>\$ 1,817,088</u>	<u>\$ 573,069</u>	<u>\$ 21,760,428</u>	<u>\$ 24,150,585</u>

Budget Stabilization Arrangement

City Council adopted a Resolution establishing a Budget Stabilization Fund for the City’s General Fund and requires the City to deposit year-end surpluses into it. The funds can only be used to help balance future budgets. As of June 30, 2020, the Budget Stabilization, which is reported within the unassigned fund balance of the General Fund, had a balance of \$2,445,288.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 9 – NET POSITION AND FUND BALANCES (Continued)

Detailed classifications of the City's Fund Balances, as of June 30, 2020, are listed below:

Fund Balance Classifications	General Fund	Special Revenue		Other Governmental Funds	Total
		Housing Authority Section 8	Successor Agency Housing		
Nonspendables:					
Items not in spendable form:					
Prepaid Items	\$ 21,798	\$ 15,384	\$ -	\$ 10,935	\$ 48,117
Loans and Notes Receivable	1,733,784	-	-	-	1,733,784
Inventory	61,506	1,374	-	308,356	371,236
Total Nonspendable Fund Balances	1,817,088	16,758	-	319,291	2,153,137
Restricted for:					
Special Revenue	-	-	-	7,800,242	7,800,242
Debt Service	-	-	-	3,136,265	3,136,265
Low Income Housing	-	552,271	3,671,400	792,306	5,015,977
Capital Projects	-	-	-	11,706,319	11,706,319
Total Restricted Fund Balances	-	552,271	3,671,400	23,435,132	27,658,803
Committed to:					
Capital Improvement	-	-	-	1,892,125	1,892,125
Field Replacement	-	-	-	731,049	731,049
Public Education	-	-	-	850,298	850,298
Total Committed Fund Balances	-	-	-	3,473,472	3,473,472
Assigned to:					
Reserved for Encumbrances	-	-	-	37,090	37,090
Reserved for Police Buys	1,220	-	-	-	1,220
Reserved for Leisure Service	6,656	-	-	-	6,656
Reserved for Inventory	62,624	-	-	-	62,624
Payroll Imprest Fund Balance	35,229	-	-	-	35,229
For Economic Development	467,340	-	-	-	467,340
Total Assigned Fund Balances	573,069	-	-	37,090	610,159
Unassigned:					
General fund	19,315,140	-	-	-	19,315,140
Stabilization Arrangements	2,445,288	-	-	-	2,445,288
Other governmental funds	-	-	-	(3,909,750)	(3,909,750)
Total Unassigned Fund Balances	21,760,428	-	-	(3,909,750)	17,850,678
Total Fund Balances	\$ 24,150,585	\$ 569,029	\$ 3,671,400	\$ 23,355,235	\$ 51,746,249

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 9 - NET POSITION AND FUND BALANCES (Continued)

C. Deficit Fund Balance/Net Position

At June 30, 2020, the following funds had deficit fund balances:

Fund	Amount
<i>Special Revenue Funds:</i>	
Railroad Avenue Specific Area Plan	\$ (3,424,487) (a)
Golf Course	(374,032) (b)

- (a) The deficit will be reduced with future years' assessment revenues.
- (b) The deficit is caused by the recategorization of the Golf Course from an Enterprise Fund to a Special Revenue fund, as capital assets are no longer recorded within the fund, and will be reduced with future revenues.

NOTE 10 - RISK MANAGEMENT

A. General Liability Insurance

The City is self-insured for the first \$25,000 of each loss and maintains excess liability insurance through Municipal Pooling Authority (MPA). The City is not insured for liability occurrences over \$29,000,000 per occurrence.

B. Workers' Compensation

The City maintains statutory excess workers' compensation insurance through MPA, and is insured for an individual accident resulting in claims up to statutory limits. The City is not self-insured for any initial portion of a claim but is self-insured for claims exceeding statutory limits.

C. Estimated Reserves for Claims

Municipalities are required to record their liability for uninsured claims and to reflect the current portion of this liability as expenditure in their financial statements. As discussed below, the City has coverage for such claims, but it has retained the risk for the deductible or uninsured portion, of these claims.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 10 - RISK MANAGEMENT (Continued)

The City reports all claims as a current liability based on historical results. The City's liability for uninsured claims, based on claims history, was computed as follows and is recorded in the Insurance Internal Service Fund:

For the Years Ended June 30,	Claims Payable at July 1	Fiscal Year Claims and Changes in Estimates	Claims Payments	Claims Payable at June 30
2011	\$ 84,175	\$ 69,494	\$ -	\$ 153,669
2012	153,669	(27,629)	(8,327)	117,713
2013	117,713	47,199	(36,027)	128,885
2014	128,885	88,503	(22,323)	195,065
2015	195,065	202,195	(148,208)	249,052
2016	249,052	90,846	(189,401)	150,497
2017	150,497	506,110	(399,353)	257,254
2018	257,254	(65,124)	(64,612)	127,518
2019	127,518	115,612	(168,608)	74,522
2020	74,522	137,571	(141,895)	70,198

D. Purchased Insurance

MPA provides additional coverage for the following risks incurred by the City:

Coverage Type	Deductible	Coverage Limits
All Risk Fire and Property	\$ 25,000	\$ 1,000,000,000
All Vehicles (Physical Damage)	2,000	250,000
Boiler and Machinery	5,000	100,000,000
Cyber Liability	50,000	2,000,000
Employment Liability	50,000	2,000,000
Flood	100,000	25,000,000
Government Crime Coverage	2,500	5,000,000
Liability	25,000	29,000,000
Police Vehicles (Physical Damage)	3,000	250,000
Public Entity Pollution Liability	100,000	1,000,000
Workers' Compensation	None	Statutory Limits

MPA is governed by a Board consisting of representatives from member municipalities.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 10 - RISK MANAGEMENT (Continued)

The Board controls the operations of MPA, including selection of management and approval of operating budgets, independent of any influence by member municipalities beyond their representation on the Board.

The City's deposits with MPA are in accordance with formulas established by MPA. Actual surpluses or losses are shared according to a formula developed from overall loss costs and spread to member entities on a percentage basis after a retrospective rating.

Audited financial statements can be obtained from Municipal Pooling Authority at 1911 San Miguel Drive #200, Walnut Creek, CA 94596-5332.

E. Adequacy of Protection

During the past three fiscal (claims) years none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There have been no significant reductions in pooled or insured liability coverage from coverage in the prior year.

NOTE 11 - DEFINED BENEFIT PENSION PLANS

A. Plan Descriptions and Summary of Balances by Plan

The City has two defined benefit pension plans, a Miscellaneous Plan and a Safety Plan. The Miscellaneous Plan is an Agent-Multiple Employer Plan and the Safety Plan is a Cost-Sharing Employer Plan administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and City Ordinance.

All qualified permanent and probationary employees are eligible to participate in the separate Safety Plan, cost-sharing multiple employer defined benefit pension plan and Miscellaneous (all other) Plan, an agent multiple-employer defined benefit pension plan, administered by the California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLANS (Continued)

Below is a summary of the deferred outflows of resources, net pension liabilities and deferred inflows of resources by Plan:

Plan	Deferred Outflows of Resources	Net Pension Liability/ Proportionate Share of Net Pension Liability	Deferred Inflows of Resources	Pension Expense
CalPERS Plans:				
Miscellaneous	\$ 6,770,843	\$ 26,298,123	\$ 2,160,735	\$ 7,276,102
Safety	7,948,899	27,782,901	1,666,349	6,161,214
CCCERA Closed Plan	-	5,816,843	-	379,684
Total	<u>\$ 14,719,742</u>	<u>\$ 59,897,867</u>	<u>\$ 3,827,084</u>	<u>\$ 13,817,000</u>

The long-term portion of the governmental activities Net Pension Liability is liquidated primarily by the General Fund.

Each Plan is discussed in detail below.

B. CalPERS Miscellaneous Plan

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law. The Pension Reform Act of 2013 (PEPRA), Assembly Bill 340, is applicable to employees new to CalPERS and hired after December 31, 2012.

The Plans’ provisions and benefits in effect at June 30, 2020, are summarized as follows:

	Miscellaneous		
	Prior to July 10, 2011	On or after July 10, 2011	On or after January 1, 2013
Hire date			
Benefit formula	2.0% @ 55	2.0% @ 60	2.0% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50 to 63	50 to 63	52 to 67
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.092% to 2.418%	1.000% to 2.500%
Required employee contribution rates	7%	7%	6.25%
Required employer contribution rates (A)	15.661%	15.661%	15.661%

(A) Represents a blended contribution rate.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

Beginning in fiscal year 2016, CalPERS collect employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability (UAL). The dollar amounts are billed on a monthly basis or the City can elect a lump sum payment option. The City's required contributions for the unfunded liability in the Miscellaneous for the year ended June 30, 2020 were \$1,549,244, which were made under the lump sum payment option.

Employees Covered - As of the June 30, 2018 actuarial valuation date, the following employees were covered by the benefit terms for the Plan:

	Miscellaneous
Inactive employees or beneficiaries currently receiving benefits	135
Inactive employees entitled to but not yet receiving benefits	173
Active employees	183
Total	491

As of June 30, 2020, the City had 183 active employees in the Miscellaneous Plan.

Contributions - Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

Net Pension Liability - The City's net pension liability for the Miscellaneous Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2019, using an annual actuarial valuation as of June 30, 2018 rolled forward to June 30, 2019 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

Changes in Net Pension Liability - The changes in the Net Pension Liability for the Miscellaneous Plan follows:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability / (Asset)
Balance at June 30, 2018	\$ 96,155,376	\$ 73,469,582	\$ 22,685,794
Changes in the year:			
Service cost	2,288,787	-	2,288,787
Interest on the total pension liability	7,017,326	-	7,017,326
Changes in benefit terms	-	-	-
Changes in assumptions	-	-	-
Differences between actual and expected experience	2,711,217	-	2,711,217
Net Plan to Plan Resource Movement	-	-	-
Contribution - employer	-	2,465,718	(2,465,718)
Contribution - employee	-	1,158,921	(1,158,921)
Net investment income	-	4,832,621	(4,832,621)
Benefit payments, including refunds of employee contributions	(3,733,114)	(3,733,114)	-
Administrative Expenses	-	(52,429)	52,429
Other Miscellaneous Income / (Expense)	-	170	(170)
Net changes	8,284,216	4,671,887	3,612,329
Balance at June 30, 2019	\$ 104,439,592	\$ 78,141,469	\$ 26,298,123

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following presents the net pension liability of the City for the Plan, calculated using the discount rate for the Plan, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Miscellaneous
1% Decrease	6.15%
Net Pension Liability	\$ 41,516,728
Current Discount Rate	7.15%
Net Pension Liability	\$ 26,298,123
1% Increase	8.15%
Net Pension Liability	\$ 13,811,116

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions - Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Difference between projected and actual earnings on investments - 5 year straight-line amortization

All other amounts - Straight-line amortization over the average expected remaining services lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired). Note that inactive employees and retirees have remaining service lifetimes equal to 0. Also note that total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

For the year ended June 30, 2020, the City recognized pension expense of \$7,276,102. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 2,806,210	\$ -
Changes in assumptions	1,303,121	(1,386,899)
Differences between actual and expected experience	2,661,512	(445,544)
Net differences between projected and actual earnings on plan investments	-	(328,292)
Total	<u>\$ 6,770,843</u>	<u>\$ (2,160,735)</u>

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

\$2,806,210 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30	Annual Amortization
2021	\$ 1,458,397
2022	(273,078)
2023	537,012
2024	81,567
Total	<u>\$ 1,803,898</u>

Actuarial assumptions and information regarding the discount rate are discussed in Note 11D below.

C. CalPERS Safety Plan

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

The Plans’ provisions and benefits in effect at June 30, 2020, are summarized as follows:

	Safety		
	Prior to July 10, 2011	On or after July 10, 2011	On or after January 1, 2013
Hire date			
Benefit formula	3.0% @ 50	3.0% @ 55	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50	50 to 55	50 to 57
Monthly benefits, as a % of eligible compensation	3.000%	2.400 % to 3.000%	2.000 % to 2.700%
Required employee contribution rates	9%	9%	12%
Required employer contribution rates	22.885%	18.928%	13.034%

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

Beginning in fiscal year 2016, CalPERS collect employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability (UAL). The dollar amounts are billed on a monthly basis or the City can elect a lump sum payment option. The City's required contributions for the unfunded liability in the Safety for the year ended June 30, 2020 were \$1,603,884, which were made under the lump sum payment option.

Contributions - Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2020, the contributions recognized as part of pension expense for each Plan were as follows:

	Safety
Contributions - employer	\$ 3,602,530

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions - As of June 30, 2020, the City reported net pension liabilities for its proportionate shares of the net pension liability of the Plan as follows:

	Proportionate Share of Net Pension Liability
Total Safety Net Pension Liability	\$ 27,782,901

The City's net pension liability for each Plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2019, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2018 rolled forward to June 30, 2019 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the Plan as of June 30, 2019 and 2020 was as follows:

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

	Safety
	All Tiers
Proportion - June 30, 2019	0.49472%
Proportion - June 30, 2020	0.44506%
Change - Increase (Decrease)	-0.04966%

For the year ended June 30, 2020, the City recognized pension expense of \$6,161,214. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Safety	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 3,602,530	\$ -
Differences between actual and expected experience	1,813,973	-
Changes in assumptions	1,138,773	(222,230)
Change in employer's proportion and differences between the employer's contributions and the employer's proportionate share of contributions	11,399	(1,061,918)
Change in proportion	1,382,224	-
Net differences between projected and actual earnings on plan investments	-	(382,201)
Total	\$ 7,948,899	\$ (1,666,349)

\$3,602,530 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30	Annual Amortization
2021	\$ 2,396,824
2022	(36,506)
2023	245,337
2024	74,365
Total	\$ 2,680,020

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate -

The following presents the City's proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

		<u>Total</u>
1% Decrease		6.15%
Net Pension Liability	\$	43,342,201
Current Discount Rate		7.15%
Net Pension Liability	\$	27,782,901
1% Increase		8.15%
Net Pension Liability	\$	15,026,712

Actuarial assumptions and information regarding the discount rate are discussed in Note 11D below.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

D. Information Common to the Miscellaneous and Safety Plans

Actuarial Assumptions – The total pension liabilities in the June 30, 2018 actuarial valuations were determined using the following actuarial assumptions:

	Miscellaneous and Safety (1)
Valuation Date	June 30, 2018
Measurement Date	June 30, 2019
Actuarial Cost Method	Entry-Age Normal Cost Method
Amortization Method	Level Percent of Payroll
Actuarial Assumptions:	
Discount Rate	7.15% (Miscellaneous and Safety)
Inflation	2.50%
Payroll Growth	2.75%
Projected Salary Increase	3.2% - 20% (2)
Investment Rate of Return	7.15% (3)
Mortality	Derived using CalPERS Membership Data for all Funds (4)

(1) Actuarial assumptions are the same for all benefit tiers (Tier I-Classic, Tier II, and Tier III-PEPRA)

(2) Depending on age, service and type of employment

(3) Net of pension plan investment expenses, includes inflation

(4) The mortality table used was developed based on CalPERS' specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from December 2017 that can be found on the CalPERS website.

Discount Rate – The discount rate used to measure the total pension liability was 7.15% for the Miscellaneous and Safety Plans. The projection of cash flows used to determine the discount rate for each Plan assumed contributions from all plan members in the Public Employees Retirement Fund (PERF) will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund (PERF) cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The table below reflects the expected real rate of return by asset class.

Asset Class (a)	New Strategic Allocation	Real Return Years 1 - 10(b)	Real Return Years 11+(c)
Global Equity	50.0%	4.80%	5.98%
Fixed Income	28.0%	1.00%	2.62%
Inflation Assets	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Assets	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	-0.92%
Total	100.0%		

(a) In the CalPERS CAFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

(b) An expected inflation of 2.0% used for this period.

(c) An expected inflation of 2.92% used for this period.

Pension Plan Fiduciary Net Position - Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

CalPERS Pension Contribution Rates - The CalPERS Board of Administration has adopted a new amortization policy effective with the June 30, 2019 actuarial valuation. The new policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed using a level dollar amount. In addition, the new policy removes the 5-year ramp-up and ramp-down on UAL bases attributable to assumption changes and non-investment gains/losses. The new policy removes the 5-year ramp-down on investment gains/losses. These changes will apply only to new UAL bases established on or after June 30, 2019. As a result of these changes, the City's contribution rates for the fiscal year ended June 30, 2021 are expected to increase over the fiscal year 2020 contribution rates.

E. Contra Costa County Employees' Retirement Association

Between July 1, 1973 and June 30, 2001, the City provided retirement benefits to its employee groups by contracting with the Contra Costa County Employees' Retirement Association (CCCERA). The City of Pittsburgh converted to the CalPERS retirement system effective July 1, 2001 and entered into a Termination Withdrawal Agreement with CCCERA that resulted in the following consequences: CCCERA retained the obligation to provide future benefits to the City's past retirees and vested members that had left the City's employment prior to July 1, 2001.

The City would provide CalPERS retirement benefits for its then current and future employees. The Termination Withdrawal Agreement stated that as of June 30, 2001, the City accrued liability and allocated assets was determined at \$31,483,218. The Termination Withdrawal Agreement also stated that due to market fluctuation and the uncertainty with other actuarial assumptions, the unfunded accrued liability will be recomputed every three years as CCCERA's triennial experience studies are completed. In addition, CCCERA is required to annually submit to the City a cash accounting update of the City of Pittsburgh Bookkeeping Asset Account. If the ratio of the balance of the City's Bookkeeping Asset Account to its triennial updated termination unfunded liability is below 95% or exceeds 105%, the resulting obligation (if not paid in full) or surplus, will be amortized as a level amount over 15 years at a 7.75% annual interest rate.

In January 2006, the City received correspondence from CCCERA indicating that the City had an updated unfunded liability of \$11,902,898 that had been re-determined as of December 31, 2003. In June 2006, the City issued Pension Obligation bonds for a total amount of \$39,566,055; upon completion of this transaction the City utilized these bond proceeds to prepay the unfunded liability owed to CCCERA which amounted to \$12,700,000 as of June 30, 2006. The balance of bond funds in the amount of \$25,977,758 was used to prepay the City's unfunded accrued liability for both the miscellaneous and safety plans to CalPERS.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 11 - DEFINED BENEFIT PENSION PLAN (Continued)

Almost a year later the City received a letter from CCCERA dated August 23, 2007, providing the December 31, 2006 withdrawal liability update. In summary, the update reported the funding ratio of the present value of benefits (\$47.9 million) to allocated market assets (\$45.4 million) as 94.8%. The August 23, 2007 letter stated that since this ratio is below 95% this triggers a lump sum payment as of December 31, 2006 for \$2,505,433 plus interest at the rate of 7.8% to date of payment or an annual payment of \$289,144 to be amortized over 15 years starting with the first payment due on December 31, 2007.

In December of 2010, CCCERA sent a letter to the City regarding the triennial update of the City of Pittsburgh's withdrawal liability as of December 31, 2009. The City of Pittsburgh's unfunded termination liability of \$15,877,533 was calculated by The Segal Company, which would result in an annual payment of \$1,826,746 or approximately \$1.5 million more than CCCERA's previous 2006 calculated annual payment of \$289,144. In response to CCCERA's December 2010 calculated triennial update of the City's withdrawal liability, the City worked with CCCERA to amend the City's Termination Agreement to (1) allow the calculation be prepared on an Actuarial rather than Market value of assets basis, and (2) create an 18-month lag between the valuation date and the date the contribution is due which lowered the December 31, 2009 unfunded obligation from \$15.9 million to \$9.9 million.

In addition, the City borrowed \$3.8 million from the City's Water Fund balance at the LAIF annual interest rate to repay a portion of the City's CCCERA unfunded liability and used \$1,980,096 of various fund balances to help reduce the City's CCCERA unfunded liability. Thus, through fiscal year 2013-2014, the City reduced its CCCERA unfunded liability by \$5,780,096 leaving \$4.1 million to be repaid over 15 years at the 7.75% annual interest rate.

In December of 2013, CCCERA sent a triennial update of the City Of Pittsburgh's pension liability with CCCERA. The liability was increased to \$11,312,353 resulting in 14 annual payments of \$1,306,656 at an interest rate of 7.25% per annum.

In December of 2015, CCCERA sent a triennial update of the City Of Pittsburgh's pension liability with CCCERA. The liability was decreased to \$6,810,830 resulting in 15 annual payments of \$773,523 at an interest rate of 7% per annum.

In December of 2019, CCERA sent a triennial update of the City of Pittsburgh's pension liability with CCERA. The liability was decreased to \$5,816,843 resulting in 15 annual payments of \$660,633 with an interest rate of 7% per annum commencing June 30, 2020 for the next fiscal year.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 12 – OTHER POST-EMPLOYMENT BENEFITS

Plan Description. The City of Pittsburgh Retiree Healthcare Plan (Plan) is a single-employer defined benefit healthcare plan administered by the City. The plan provides healthcare benefits to eligible retirees and their dependents. Benefit provisions are established and may be amended through agreements and memorandums of understanding between the City, its management employees, and unions representing City employees.

The City allows eligible retirees to continue in the City medical plans, currently Kaiser and Health Net. The City contributes up to a percentage of the single or dual Kaiser Retiree premium based on years of City service. No dental, vision, or life insurance benefits are provided.

On December 24, 2013, the City established an agreement with the California Public Employees' Retirement System (CalPERS) to set aside funds and deposit into the California Employer's Retiree Benefit Trust (CERBT) fund to accumulate, and distribute assets for the exclusive benefit of retirees and their beneficiaries. Plan assets are irrevocable and may not be used for any purpose other than funding post-retirement health care. The CERBT fund is an agent multiple employer plan and in order to ensure that the CERBT fund remains compliant with all reporting requirements, the CalPERS is responsible for publishing aggregate GASB 43 compliance Financial Statements, Notes, and Required Supplementary Information (RSI). The information may be found on CalPERS website at www.calpers.ca.gov.

Funding Policy. There is no statutory requirement for the City to prefund its OPEB obligation. The City has currently chosen to prefund OPEB. There are no employee contributions.

For fiscal year 2019-2020, the City contributed \$2,038,794 in healthcare plan benefits, including \$1,165,338 in premium payments for retirees, \$311,000 for implied subsidies and \$500,000 for contributions to the CERBT fund.

For fiscal year 2019-2020, the City received no reimbursements from the CERBT fund for premium payments for retirees.

The City allows retirees to participate in the same City medical plans (Kaiser and Health Net) as active employees. For the Kaiser medical plan, retiree premium rates are the same as the active employees. Because this premium rate is a "blended" rate, retiree premiums payments are lower than what they would pay if the retirees were in a standalone medical plan, resulting in an implied subsidy for retirees under GASB Statement 75.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 12 - OTHER POST-EMPLOYMENT BENEFITS (Continued)

Employees Covered by Benefit Terms. Membership in the plan consisted of the following at the measurement date of June 30, 2019:

Active employees	130
Inactive employees or beneficiaries currently receiving benefit payments	158
Inactive employees entitled to but not yet receiving benefit payments	-
Total	<u>288</u>

Actuarial Methods and Assumptions. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used are consistent with the long-term perspective of the calculations.

In the June 30, 2019 actuarial valuation, the entry age normal actuarial cost method was used. The actuarial assumptions included a 6.75% investment rate of return (net of administrative expenses), and a 2.75% general inflation assumption. Premiums were assumed to increase with a Non-Medicare medical cost increase rate of 7.5% for 2020 and grading down to 4.0% for 2076 and thereafter. The Medicare premiums were assumed to increase at a rate of 6.5% and grading down to 4.0% for 2076 and thereafter. The initial UAAL was amortized as a level percentage of projected payrolls over a fixed 27-year period from June 30, 2013 and will be amortized as a level dollar amortization over a 20 year period from June 30, 2020.

Net OPEB Liability. The City's net OPEB liability was measured as of June 30, 2019 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2019, based on the actuarial methods and assumptions shown on the previous page.

The underlying mortality assumptions were based on the CalPERS 1997-2015 Experience Study and all other actuarial assumptions used in the June 30, 2019 valuation were based on the results of a June 30, 2017 actuarial experience study for the period July 1, 2018 through June 30, 2019.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 12 - OTHER POST-EMPLOYMENT BENEFITS (Continued)

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	59%	4.82%
Fixed Income	25%	1.47%
TIPS	5%	1.29%
Commodities	3%	0.84%
REITs	8%	3.76%
Total	100%	

Discount Rate - The discount rate used to measure the total OPEB liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in Net OPEB Liability. The changes in the net OPEB liability is shown in the following table:

	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability/(Asset)
	(a)	(b)	(a) - (b)
Balance at June 30, 2018	\$ 41,626,569	\$ 4,108,825	\$ 37,517,744
Changes Recognized for the Measurement Period:			
Service Cost	801,058	-	801,058
Interest on the total OPEB liability	2,806,423	-	2,806,423
Changes in benefit terms	-	-	-
Differences between expected and actual experience	(2,201,658)	-	(2,201,658)
Changes of assumptions	(933,286)	-	(933,286)
Contributions from the employer	-	2,201,943	(2,201,943)
Net investment income	-	277,898	(277,898)
Administrative expenses	-	(919)	919
Benefit payments	(1,701,943)	(1,701,943)	-
Net changes	(1,229,406)	776,979	(2,006,385)
Balance at June 30, 2019 (Measurement Date)	\$ 40,397,163	\$ 4,885,804	\$ 35,511,359

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 12 - OTHER POST-EMPLOYMENT BENEFITS (Continued)

Detailed information about the OPEB plan's fiduciary net position is available in the separately issued plan financial report that may be obtained from CalPERS. The benefit payments and refunds include implied subsidy benefit payments in the amount of \$311,000.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate and Healthcare Cost Trend Rates.

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current discount rate:

Net OPEB Liability/(Asset)		
Discount Rate -1 %	Discount Rate	Discount Rate +1 %
(5.75 %)	(6.75%)	(7.75%)
\$40,779,037	\$35,511,359	\$31,159,064

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

Net OPEB Liability/(Asset)		
Healthcare Cost		
1 % Decrease	Trend Rates	1 % Increase
(6.5%/5.5% decreasing to 3%)	(7.5%/6.5% decreasing to 4%)	(8.5%/7.5% decreasing to 5%)
\$30,757,637	\$35,511,359	\$41,328,414

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB. For the year ended June 30, 2020, the City recognized OPEB expense of \$2,490,112. At June 30, 2020, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 12 - OTHER POST-EMPLOYMENT BENEFITS (Continued)

	Deferred Outflows of Resources	Deferred Inflows of Resources
Employer contributions made subsequent to the measurement date	\$ 2,038,794	\$ -
Changes in assumptions	-	(693,982)
Differences between expected and actual experience	-	(1,637,130)
Net differences between projected and actual earnings on plan investments	-	(52,738)
Total	<u>\$ 2,038,794</u>	<u>\$ (2,383,850)</u>

\$2,038,794 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as part of OPEB expense as follows:

Year Ended June 30	Annual Amortization
2021	\$ (829,160)
2022	(829,160)
2023	(727,776)
2024	2,246
Total	<u>\$ (2,383,850)</u>

NOTE 13 - COMMITMENTS AND CONTINGENCIES

A. Grants from Other Governments

The City participates in a number of Federal, State, and County programs that are fully or partially funded by grants received from other governmental units. Expenditures financed by grants are subject to audit by the appropriate grantor government. If expenditures are disallowed due to noncompliance with grantor program regulations, the City may be required to reimburse the grantor government. As of June 30, 2020, some amounts of grant expenditures have not been audited, but the City believes that disallowed expenditures, if any, based on subsequent audits will not have a material effect on any individual governmental funds or the overall financial condition of the City.

B. Litigation

The City is a defendant in a number of lawsuits which have arisen in the normal course of business. While substantial damages are alleged in some of these actions, their outcome cannot be predicted with certainty.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 13 - COMMITMENTS AND CONTINGENCIES (Continued)

C. Construction Commitments

As of June 30, 2020, the City has construction commitments to various capital projects as shown in the table below:

Project	Amount
2014-15 CCTV/Inspection/Sewer Replacement	\$ 10,734,370
2010-11 Sewer Replacement Program	4,502,829
BART Pedestrian & Bicycle Connectivity	4,148,224
James Donlan Extension Project	3,869,562
Main W Leland (WTP to SW Hills)	2,550,000
W. Leland High Friction	1,164,171
Traffic Signal Improvements	1,049,457
Brownfields Multip-Purpose Cooperative Agreement	785,706
2019-20 Citywide Pavement Management	750,062
Stoneman Avenue Intersection Improvements	729,023
Regional LPR/Camera Project	607,492
West Leland Street Lighting	564,706
Boat Launching Facility Improvements	560,327
Ambrose Park Restroom Construction Management	460,915
Loveridge Road Pavement Improvements	458,610
Waterfront Area Reliability	456,540
2020-06 Central Ave Waterline Replacement	416,635
2020-21 Water Main Installation/Replacement	400,000
WTP Disinfection Modification and Conversion	400,000
Corp Yard Fueling System Replacement	399,116
Patch Paving, Sealing & Striping	396,299
IE Facility Relocation Project	350,000
Citywide Storm Drain Improvements (2009-01)	341,881
Montezuma Pump Station Replacement	325,149
19-20 Street Maintenance	322,427
Bodega Court Water System Loop Project	299,493
Downtown Ice Rink	280,717
City Park Soccer Field Turf Replacement	235,320
16/17 WTP Sludge Removal	234,426
Brownfield EPA Grant Project	203,974
2021/22 WTP Filter Replacement	199,965
Annual Park and Landscaping Improvements	181,053
Sewer Master Plan Update	175,000
Annual Playground Replacement	160,000
2017-18 WTP Capital Repairs	158,983
Water Treatment Plant Sludge Handling Facility	154,995
	(cont.)

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 13 - COMMITMENTS AND CONTINGENCIES (Continued)

2017/18 Cable Replacement	154,470
2018-19 Fence/Soundwall/Streetlight	151,888
Police Evidence & Intake Room Improvements	150,000
California Theatre - Phase I	137,053
Duct Bank and Vault Replacements	133,931
Biennial Restroom Replacement/Rehabilitation	133,623
Annual Park Features Replacement	133,522
Highway 4 Trunk Line Relief (2007-09)	133,113
SCADA Upgrade Project	120,000
Mare Island Residential Units	106,582
Mare Island Residential Units - Development Refund	106,356
Other Construction Commitments	1,424,331
Total Construction Commitments	<u>\$ 41,912,296</u>

D. Sales Tax Participation Agreements

The City negotiates sales tax participation agreements on an individual basis. The City has the following sales tax participation agreements with three entities as of June 30, 2020:

Entity	Tax Abated	Gross Dollar Amount of Abatement in Fiscal Year 2020	Commitments made
Contra Costa County	i) 50% of Sales Tax Revenue from annexation area; ii) 100% PG&E Franchise Fee to City in the Annexation Area	\$ 43,406	Upon annexation of the northwest inclusion Mirant Power Plant, the City would receive an increased share of the County's property tax revenue of 50% of all sales and use tax revenues from the Annexation Area.
Private Company (Confidential)*	25% of Sales Tax Revenue of the parcel not to exceed \$1,850,000 over 10 years from 10/15/2012 through 10/14/2022	79,426	Relocation of business
Contra Costa County	\$150,000 to County if Sales Tax Revenues that the City receives from the annexation area is greater than \$250,000/year. If Sales Tax Revenue is less than \$250,000, then the amount to be transferred to the County shall be reduced by the amount the sales revenue that fell short of \$250,000.	150,000	None

*Pursuant to the Sales and Use Tax law (chapter 8 - Article 1 - section 7056), in order to protect the confidential information of sales taxes collected and abatements provided to each of the specific agencies, the City has presented the aggregate amount abated during the current fiscal year for this entity.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 13 - COMMITMENTS AND CONTINGENCIES (Continued)

E. COVID-19 Global Pandemic

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of businesses and shelter in place orders for all but those deemed essential services. While the business disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings and shelter in place orders. As of the date of this report, the closings of businesses and shelter in place orders have been in effect through the fourth quarter of FY 19-20 and the first two quarters of FY 20-21. The full impact of the COVID-19 pandemic will unfold in the near future as reports are received on the health of the real estate market and the impact on property values; the payments of various taxes such as property, sales, transient occupancy, and use; and the retail activity, especially what is typically seen through the holidays. Management is actively monitoring the global situation on its financial condition. However, the ultimate financial impact and duration cannot be reasonably estimated at this time.

NOTE 14 - SUCCESSOR AGENCY ACTIVITIES

The activities of the Successor Agency are reported in the Successor Agency to the Redevelopment Agency Private-Purpose Trust Fund as the activities are under the control of the Oversight Board. The City provides administrative services to the Successor Agency to wind down the affairs of the former Redevelopment Agency. Activities of the Successor Agency are as follows:

A. Notes and Loans Receivable

The various rehabilitation and construction loans including deferred and accrued interest balance is \$8,352,649 as of June 30, 2020. These loans have been made to individual homeowners, businesses and developers within the Redevelopment Project Area. The terms of these loans are specific to the borrower and interest rates, as well as usage and repayment requirements, vary according to the loan type. The following are descriptions of the various loans:

- Housing and rehabilitation loans are provided to homeowners who meet low and moderate income requirements as defined by the Department of Housing and Urban Development. These residential loans are available from \$5,000 to \$25,000 per property at a loan term of 3% simple interest for 10 years. The property will be rehabilitated to be free from health and safety violations upon completion of the rehabilitation program. The outstanding balance of these loan types as of June 30, 2020 was \$314,126.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 14 - SUCCESSOR AGENCY ACTIVITIES (Continued)

- In 2005, a long agreement was entered into with the Mt. Diablo Unified School District (District) in the amount of \$6,178,936 for capital improvements. The funding was provided with the 2003A Bond proceeds. The District will repay the loan from school impact fees collected until the Agency is fully reimbursed or 35 years, whichever occurs first. The balance outstanding as of June 30, 2020 was \$3,883,670.
- The remaining loans receivable of \$4,154,853 as of June 30, 2020 represent a number of small business and property owner rehabilitation and construction loans to eliminate blight by assisting improvements and rehabilitation of properties that were vacant or underutilized.

B. Capital Assets

Capital assets are valued at historical cost or estimated historical cost if historical cost is not available. Donated capital assets are valued at their estimated fair market value on the date donated. The Agency's policy has set the capitalization threshold for general capital assets at \$5,000 and infrastructure capital assets at \$25,000 for reporting purposes. The Successor Agency has recorded all its public domain (infrastructure) capital assets, which include landscape, storm, street, and traffic systems.

All capital assets with limited useful lives are depreciated over their estimated useful lives. The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The amount charged to depreciation expense each year represents that year's pro rata share of the cost of capital assets.

Depreciation of all capital assets is charged as an expense against operations each year and the total amount of depreciation taken over the years, called accumulated depreciation, is reported on the balance sheet as a reduction in the book value of capital assets.

Depreciation is provided using the straight line method, which means the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. The Successor Agency has assigned the useful lives and capitalization thresholds listed below to capital assets.

Depreciation is recorded on a straight-line method over the useful lives of the assets as follows:

- | | |
|-----------------------------|---------------|
| • Building and Improvements | 20 - 70 years |
| • Machinery and Equipment | 3 - 10 years |
| • Infrastructure | 20 - 75 years |

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 14 - SUCCESSOR AGENCY ACTIVITIES (Continued)

Capital Asset Additions, Retirements and Balances

	Balance at June 30, 2019	Deletions	Transfers to the City	Balance at June 30, 2020
Capital assets not being depreciated:				
Land	\$ 5,972,756	\$ (1,684,639)	\$ (123,399)	\$ 4,164,718
Total capital assets not being depreciated	5,972,756	(1,684,639)	(123,399)	4,164,718
Capital assets being depreciated:				
Buildings and Improvements	1,919,494	-	-	1,919,494
Total capital assets being depreciated	1,919,494	-	-	1,919,494
Less accumulated depreciation for:				
Buildings and Improvements	(372,906)	(43,542)	-	(416,448)
Net capital assets being depreciated	1,546,588	(43,542)	-	1,503,046
Total capital assets, net	\$ 7,519,344	\$ (1,728,181)	\$ (123,399)	\$ 5,667,764

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds over the same period.

C. Long-Term Debt

The Successor Agency' long-term debt activities for fiscal year ended June 30, 2020 are as follows:

Description	Original Issue Amount	Balance June 30, 2019	Additions	Retirements	Balance June 30, 2020	Amounts Due Within One Year	Amounts Due in More Than One Year
Tax Allocation Bonds:							
1999 RDA Bonds	\$ 30,106,157	\$ 45,084,872	\$ 5,519,162	\$ 5,150,000	\$ 45,454,034	\$ 5,150,000	\$ 40,304,034
2006A RDA Housing Set- Aside Bonds	11,020,000	8,340,000	-	280,000	8,060,000	295,000	7,765,000
2014 RDA Tax Allocation Refunding Bonds	67,445,000	38,960,000	-	5,755,000	33,205,000	6,040,000	27,165,000
2016A RDA Housing Set- Aside Bonds	13,845,000	11,475,000	-	880,000	10,595,000	905,000	9,690,000
2016A RDA Subordinated Refunding Bonds	120,085,000	120,085,000	-	-	120,085,000	-	120,085,000
2016C RDA Subordinated Refunding Bonds	37,755,000	29,505,000	-	11,300,000	18,205,000	11,880,000	6,325,000
Sub-total		253,449,872	5,519,162	23,365,000	235,604,034	24,270,000	211,334,034
Unamortized premium on 2016A RDA		16,796,879	-	2,807,047	13,989,832	2,807,047	11,182,785
Total Successor Agency Debt		\$ 270,246,751	\$ 5,519,162	\$ 26,172,047	\$ 249,593,866	\$ 27,077,047	\$ 222,516,819

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 14 - SUCCESSOR AGENCY ACTIVITIES (Continued)

1999 Redevelopment Agency Tax Allocation Bonds

1999 Redevelopment Agency Tax Allocation Bonds (1999 RDA Bonds) outstanding at June 30, 2020 amounted to \$90,645,000. The bonds bear interest at rates between 4.1 % and 6.2% with interest payments made semi-annually on February 1 and August 1. The bonds mature on August 1 of each year. The proceeds of the bonds were used to provide money for certain public capital improvements located within the Agency's Project Area, to fund a reserve account, and to pay cost of issuance incurred in connection with the issuance. Annual principal and interest payments secured by the RDA property tax increment revenues are expected to require less than 20% from these revenues. The total principal and interest remaining to be paid on the bonds is \$90,645,000. For fiscal year 2019-2020, principal and interest paid were \$5,150,000. With the dissolution of the Redevelopment Agency discussed above, Tax Increment is no longer distributed, and instead the Successor Agency receives payments from the County's Redevelopment Property Tax Trust Fund (RPTTF) that are to be used to fund debt service on the Bonds, with no distinction between housing and non-housing revenues.

In June 2014, the City issued the 2014 Successor Agency to the Redevelopment Agency of the City of Pittsburgh Bonds which partially refunded \$6,110,000 of currently outstanding Current Interest Bonds of the 1999 bonds.

The Bonds unaccreted discount and the current year accretion totaled \$45,190,966 and \$5,519,162, respectively, at June 30, 2020. The Bonds do not pay periodic interest. Interest on the Bonds will accrete in value at the rates between 6.10% and 6.20%. Repayment of the accreted principal commenced on August 1, 2019. Final repayment will be August 1, 2030.

The annual debt service requirements to mature the Capital Appreciation Bond portion of the 1999 RDA Bonds outstanding at June 30, 2020, were as follows:

Year Ending June 30,	Principal (1)	Totals
2021	\$ 5,150,000	\$ 5,150,000
2022	5,150,000	5,150,000
2023	8,755,000	8,755,000
2024	8,750,000	8,750,000
2025	8,755,000	8,755,000
2026-2030	44,940,000	44,940,000
2031	9,145,000	9,145,000
Totals	<u>\$ 90,645,000</u>	<u>\$ 90,645,000</u>

(1) Includes unaccreted discount in the total amount of \$45,190,966.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 14 - SUCCESSOR AGENCY ACTIVITIES (Continued)

2006 Series A Housing Set Aside Redevelopment Agency Tax Allocation Bonds

2006 Series A Housing Set Aside Tax Allocation Bonds (2006A HSA RDA Bonds) outstanding at June 30, 2020 amounted to \$8,060,000. On November 30, 2006, the Agency issued \$11,020,000 of Series 2006A Bonds bearing interest at 5.12-5.31% to fund low and moderate income housing of benefit to the Agency's Los Medanos Redevelopment Project, to fund a reserve account, and to pay costs of issuance incurred in connection with issuance, sale and delivery of the Series 2006A RDA bonds. The bonds with interest payments made semi-annually on February 1 and August 1 each year commencing August 1, 2007 through August 1, 2036. Annual principal and interest payments on the bonds are expected to require less than 22% from these revenues. The total principal and interest remaining to be paid on the bonds is \$12,316,900. For fiscal year 2019-2020, principal and interest paid were \$715,085. With the dissolution of the Redevelopment Agency discussed above, Tax Increment is no longer distributed, and instead the Successor Agency receives payments from the County's Redevelopment Property Tax Trust Fund (RPTTF) that are to be used to fund debt service on the Bonds, with no distinction between housing and non-housing revenues.

The annual debt service requirements to mature the Series 2006A Bonds outstanding at June 30, 2020, were as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 295,000	\$ 420,092	\$ 715,092
2022	310,000	404,168	714,168
2023	330,000	387,173	717,173
2024	345,000	369,248	714,248
2025	360,000	350,526	710,526
2026-2030	2,125,000	1,434,901	3,559,901
2031-2035	2,755,000	790,147	3,545,147
2036-2037	1,540,000	100,645	1,640,645
Total	<u>\$ 8,060,000</u>	<u>\$ 4,256,900</u>	<u>\$ 12,316,900</u>

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 14 - SUCCESSOR AGENCY ACTIVITIES (Continued)

2014 Redevelopment Agency Tax Allocation Refunding Bonds

2014 Series Successor Agency to the Redevelopment Agency Subordinate Tax Allocation Refunding Bonds (2014 STAB Bonds) outstanding at June 30, 2020 amounted to \$33,205,000. The 2014 STAB Bonds bear interest at rates between 4.00% and 5.00% with interest payments made semi-annually on February 1 and August 1. The 2014 STAB Bonds mature annually from 2016 to 2030 on August 1 in amounts ranging from \$2,645,000 to \$6,335,000. Proceeds from the 2014 STAB Bonds were used to refund \$74,049,000 of the Agency's 2003A RDA Bonds, partially refund the 1999 RDA Bonds, and to pay costs of issuance incurred in connection with the issuance, sales and delivery of 2014 STAB Bonds. Annual principal and interest payments secured by the RDA property tax increment revenues are expected to require less than 14% from these revenues. The total principal and interest remaining to be paid on the bonds is \$40,046,375. With the dissolution of the Redevelopment Agency discussed above, Tax Increment is no longer distributed, and instead the Successor Agency receives payments from the County's Redevelopment Property Tax Trust Fund (RPTTF) that are to be used to fund debt service on the Bond.

The annual debt service requirements to mature the Series 2014 Bonds outstanding at June 30, 2020 were as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 6,040,000	\$ 1,504,250	\$ 7,544,250
2022	6,335,000	1,199,875	7,534,875
2023	3,045,000	965,375	4,010,375
2024	2,340,000	830,750	3,170,750
2025	2,450,000	711,000	3,161,000
2026-2030	12,995,000	1,630,125	14,625,125
Total	<u>\$ 33,205,000</u>	<u>\$ 6,841,375</u>	<u>\$ 40,046,375</u>

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 14 - SUCCESSOR AGENCY ACTIVITIES (Continued)

2016 Series A Housing Set Aside Successor Agency Tax Allocation Refunding Bonds

In February 2016, the Successor Agency issued 2016 Series A Set Aside Tax Allocation Refunding Bonds (2016A HSA Bonds) in the original principal amount of \$13,845,000 and \$26,690,000, respectively. The proceeds of the bonds were used to refund and defease all of the outstanding 2004 Series A Housing Set-Aside Redevelopment Agency Tax Allocation Bonds. The 2016 Series A Bonds bear interest rates between 1.323% and 3.984% with interest payments made semi-annually on February 1 and August 1 each year commencing August 1, 2016 through August 1, 2029. The Bonds are secured by an irrevocable pledge of the Pledged Tax Revenues to be derived from Los Medanos II and Los Medanos III subareas and an irrevocable pledge of certain moneys in the Redevelopment Property Tax Trust Fund.

The annual debt service requirements to mature the Series 2016A HSA Bonds outstanding at June 30, 2020, were as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 905,000	\$ 402,490	\$ 1,307,490
2022	930,000	375,005	1,305,005
2023	955,000	344,324	1,299,324
2024	990,000	310,385	1,300,385
2025	1,030,000	273,652	1,303,652
2026-2030	5,785,000	683,991	6,468,991
Total	\$ 10,595,000	\$ 2,389,847	\$ 12,984,847

2016 Series A and B Subordinate Tax Allocation Refunding Bonds

In February 2016, the Successor Agency issued 2016 Series A and B Subordinate Tax Allocation Refunding Bonds in the original principal amount of \$120,085,000 and \$26,690,000, respectively. The Bonds bear an interest rate of 5% with interest payments made semi-annually on March 1 and September 1 each year commencing September 1, 2016 through September 1, 2029.

The 2016 Series A Bond proceeds were used to refund the outstanding balance of the 2004 Series A Redevelopment Agency Subordinate Tax Allocation Bonds in the amount of \$101,195,000. The issuance of the Bond terminated the swap agreement in connection with the 2004 Series A Bond. The 2016 Series A Bond proceeds were also used to refund and defease a portion of the outstanding 2008 Series A Redevelopment Agency Subordinate Tax Allocation Refunding Bonds.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 14 - SUCCESSOR AGENCY ACTIVITIES (Continued)

The annual debt service payments on the 2016 Series A Subordinate Tax Allocation Refunding Bonds outstanding at June 30, 2020, are as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ -	\$ 6,004,250	\$ 6,004,250
2022	6,175,000	5,849,875	12,024,875
2023	11,165,000	5,416,375	16,581,375
2024	12,565,000	4,823,125	17,388,125
2025	13,210,000	4,178,750	17,388,750
2026-2030	76,970,000	10,006,250	86,976,250
Total	<u>\$ 120,085,000</u>	<u>\$ 36,278,625</u>	<u>\$ 156,363,625</u>

With the dissolution of the Redevelopment Agency discussed above, Tax Increment is no longer distributed, and instead the Successor Agency receives payments from the County's Redevelopment Property Tax Trust Fund (RPTTF) that are to be used to fund debt service on the Bonds, with no distinction between housing and non-housing revenues.

The 2016 Series B Bond proceeds were used to refund the outstanding balance of the 2006 Series B Redevelopment Agency Subordinate Tax Allocation Bonds in the amount of \$22,470,000 and also used to refund and defease a portion of the outstanding 2008 Series A Redevelopment Agency Subordinate Tax Allocation Refunding Bonds. The 2016 Series B Subordinate Tax Allocation Refunding Bonds were repaid in fiscal year 2018-2019.

2016 Series C Successor Agency Subordinate Tax Allocation Refunding Bonds

In June 2016, the Successor Agency issued 2016 Series C Tax Allocation Refunding Bonds in the original principal amount of \$37,755,000. The proceeds of the bonds were used to refund all the outstanding balance of the 2006 Series C Redevelopment Agency Subordinate Tax Allocation Refunding Bonds. The 2016 Series C Bonds bear an interest rate of 5% with interest payments made semi-annually on March 1 and September 1 each year commencing on September 1, 2016 through September 1, 2021. The Bonds are secured by an irrevocable pledge of the Subordinate Pledged Tax Revenues to be derived from the Project Area and an irrevocable pledge of all the moneys in the Redevelopment Property Tax Trust Fund.

City of Pittsburgh
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2020

NOTE 14 - SUCCESSOR AGENCY ACTIVITIES (Continued)

The annual debt service requirements on the 2016 Series C Successor Agency Subordinate Tax Allocation Refunding Bonds outstanding as of June 30, 2020 are as follows:

Year Ending June 30,	Principal	Interest	Total
2021	\$ 11,880,000	\$ 613,250	\$ 12,493,250
2022	6,325,000	158,125	6,483,125
Total	\$ 18,205,000	\$ 771,375	\$ 18,976,375

With the dissolution of the Redevelopment Agency discussed above, Tax Increment is no longer distributed, and instead the Successor Agency receives payments from the County's Redevelopment Property Tax Trust Fund (RPTTF) that are to be used to fund debt service on the Bonds, with no distinction between housing and non-housing revenues.

The bond covenants for the Successor Agency Tax Allocation Bonds contain events of default that require the revenue of the Successor Agency to be applied by the Trustee as specified in the terms of the agreement if any of the following conditions occur: default on debt service payments; the failure of the Successor Agency to observe or perform the conditions, covenants, or agreement terms of the debt; bankruptcy filing by the Successor Agency; or if any court or competent jurisdiction shall assume custody or control of the Successor Agency. The covenants also contain a subjective acceleration clause that allows the trustees or holders, who hold the majority of the aggregate principal amount of the notes, to accelerate payment of the entire principal amount outstanding and interest accrued to become immediately due if they determine that a material adverse change occurs.

D. Commitments and Contingencies

The activities of the former Redevelopment Agency and the Successor Agency are subject to further examination by the State of California and the amounts, if any, of transfers or expenditures may be disallowed. The State Controller's Office conducted a review of propriety of asset transfers between the former Redevelopment Agency or the Successor agency and any public agency that occurred on or after January 1, 2011.

**REQUIRED
SUPPLEMENTARY
INFORMATION**

City of Pittsburgh
Required Supplementary Information
For the Year Ended June 30, 2020

1. BUDGETS AND BUDGETARY ACCOUNTING

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. Public hearings are conducted at the City to obtain public comments. The City Council annually adopts the budget for the ensuing fiscal year prior to July 1st.
2. Budgets for the General Fund, Special Revenue Funds, Capital Projects Funds and Debt Service Funds are adopted on a basis consistent with GAAP.
3. Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from the proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller, returned to the taxpayers through revised tax rates or revised fees schedules, or an excess in one year may be offset against a deficit in the following year. For the fiscal year ended June 30, 2020, based on the calculations by City Management, proceeds of taxes did not exceed the appropriations limit.
4. Budgeted revenue amounts represent the original budget modified by adjustments authorized during the year. Budgeted expenditure amounts represent original appropriations adjusted for supplemental appropriations during the year which were contingent upon new or additional revenue sources and re-appropriated amounts for prior year encumbrances. The City Manager must approve adjustments to departmental budgets; however, management may amend the budgeted amounts within departmental expenditure classifications.
5. Appropriations lapse at the end of the fiscal year and then are re-budgeted for the coming year. Beginning with the FY 2014-2015 budget, capital project appropriations continue appropriations until the project is completed.

City of Pittsburgh
Required Supplementary Information
For the Year Ended June 30, 2020

1. BUDGETS AND BUDGETARY ACCOUNTING (Continued)

Under encumbrance accounting, purchase orders, contracts, and other commitments for expenditures are recorded to reserve that portion of the applicable appropriation. Encumbrance accounting is employed as an extension of formal budgetary accounting. Since encumbrances do not yet constitute expenditures or liabilities, encumbrances outstanding at year-end are reported as reservations of fund balances.

The following funds had expenditures in excess of appropriation:

General Fund	\$ 31,642 (a)
Marina Vista Field Replacement Special Revenue Fund	8,318 (b)
Hillview Jr. High Athletic Field Special Revenue Fund	10,525 (b)
Railroad Avenue Specific Area Plan Special Revenue Fund	70,197 (c)
Project Amenities Management Special Revenue Fund	2,765 (d)

- (a) The excess was due to a land acquisition authorized by Council but not adjusted in the budget.
- (b) The excess was due to unexpected field repairs.
- (c) The excess was due to the interest accrual on the interfund loan from the Regional Transportation Mitigation Fund to fund the Bart Pittsburgh Center Station construction. One-time special tax revenues from CFD 2014-1 over several years will pay back the interfund loan.
- (d) The excess was due to unexpected fees for the City's CFD's future annex areas, i.e. public safety and parks.

City of Pittsburgh

General Fund

Schedule of Revenues and Expenditures and Changes in Fund Balance - Budget and Actual

For the Year Ended June 30, 2020

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES:				
Property tax	\$ 4,230,000	\$ 4,193,834	\$ 4,082,582	\$ (111,252)
Sales tax	14,294,499	14,689,616	15,771,436	1,081,820
Franchise tax	4,277,010	4,979,468	5,248,918	269,450
Other taxes	7,630,000	1,817,000	1,732,192	(84,808)
Intergovernmental revenues	3,401,975	8,491,669	8,951,796	460,127
Permits, licenses, and fees	2,861,611	1,605,450	637,932	(967,518)
Fines and forfeitures	639,075	508,386	526,069	17,683
Service fees	2,803,852	4,518,365	4,201,078	(317,287)
Use of money and property	546,291	262,624	770,624	508,000
Other revenues	2,149,006	2,316,001	2,133,756	(182,245)
Total revenues	42,833,319	43,382,413	44,056,383	673,970
EXPENDITURES:				
Current:				
General government	2,943,826	4,006,331	4,855,427	(849,096)
City Council	115,587	119,543	101,905	17,638
City Manager and City Clerk	656,816	706,338	636,042	70,296
City Attorney	397,703	397,715	287,218	110,497
Human resources	1,250,512	1,278,667	1,162,332	116,335
Finance and services	1,544,716	1,537,965	1,481,812	56,153
Community development and services	6,954,067	6,637,595	6,218,862	418,733
Public safety	29,376,175	29,798,510	29,908,253	(109,743)
Public works - administration	101,914	101,014	96,637	4,377
Public works - streets	3,063,387	2,523,744	2,419,348	104,396
Public works - parks	170,489	169,540	140,768	28,772
Total expenditures	46,575,192	47,276,962	47,308,604	(31,642)
OTHER FINANCING SOURCES (USES)				
Transfers in	5,484,023	5,578,767	5,304,236	274,531
Transfers (out)	(2,216,133)	(2,591,854)	(2,387,896)	(203,958)
Total other financing sources (uses)	3,267,890	2,986,913	2,916,340	70,573
NET CHANGE IN FUND BALANCE	\$ (473,983)	\$ (907,636)	(335,881)	\$ 571,755
FUND BALANCE:				
Beginning of year			24,486,466	
End of year			\$ 24,150,585	

City of Pittsburgh

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

Housing Authority (Section 8) - Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Positive (Negative)
REVENUES:				
Intergovernmental revenues	\$ 16,478,260	\$ 16,478,260	\$ 16,330,675	\$ (147,585)
Service fee	1,095,192	1,099,692	1,147,146	47,454
Use of money and property	8,550	2,000	-	(2,000)
Other revenues	111,355	98,703	119,361	20,658
Total revenues	17,693,357	17,678,655	17,597,182	(81,473)
EXPENDITURES:				
Current:				
Community development and services	17,649,096	17,584,384	17,544,701	39,683
Total expenditures	17,649,096	17,584,384	17,544,701	39,683
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	25,000	(25,000)
Transfers (out)	(18,680)	(18,680)	(18,680)	-
Total other financing sources (uses)	(18,680)	(18,680)	6,320	-
NET CHANGE IN FUND BALANCE	\$ 25,581	\$ 75,591	58,801	\$ (16,790)
FUND BALANCE:				
Beginning of year			510,228	
End of year			\$ 569,029	

City of Pittsburgh

Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

Successor Agency Housing Special Revenue Fund

For the Year Ended June 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
REVENUES:				
Service fees	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
Use of money and property	65,000	66,000	227,678	161,678
Other revenues	260,417	170,025	444,426	274,401
Total revenues	332,917	243,525	679,604	436,079
EXPENDITURES:				
Current:				
Community development and services	913,741	911,281	282,058	629,223
Total expenditures	913,741	911,281	282,058	629,223
OTHER FINANCING SOURCES (USES)				
Transfers (out)	(562)	(562)	(562)	-
Total other financing sources (uses)	(562)	(562)	(562)	-
NET CHANGE IN FUND BALANCE	\$ (581,386)	\$ (668,318)	396,984	\$ 1,065,302
FUND BALANCE:				
Beginning of year			3,274,416	
End of year			\$ 3,671,400	

CITY OF PITTSBURG, AGENT MULTIPLE EMPLOYER PENSION PLAN
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS
As of fiscal year ending June 30, 2020
 Last 10 Years*

	Miscellaneous Plan				
Measurement Date	2014	2015	2016	2017	2018
Total Pension Liability					
Service Cost	\$ 1,857,954	\$ 1,843,426	\$ 1,885,618	\$ 2,185,281	\$ 2,232,196
Interest on total pension liability	5,258,464	5,559,084	5,954,324	6,187,235	6,453,806
Differences between expected and actual experience	-	(227,056)	696,901	(1,930,694)	1,226,287
Changes in assumptions	-	(1,494,012)	-	5,646,863	(2,707,757)
Changes in benefits	-	-	-	-	-
Benefit payments, including refunds of employee contributions	(2,752,016)	(2,914,360)	(2,993,564)	(3,017,394)	(3,355,097)
Net change in total pension liability	4,364,402	2,767,082	5,543,279	9,071,291	3,849,435
Total pension liability - beginning	70,559,887	74,924,289	77,691,371	83,234,650	92,305,941
Total pension liability - ending (a)	\$ 74,924,289	\$ 77,691,371	\$ 83,234,650	\$ 92,305,941	\$ 96,155,376
Plan fiduciary net position					
Contributions - employer	\$ 1,519,402	\$ 1,631,437	\$ 1,875,971	\$ 2,156,429	\$ 2,157,639
Contributions - employee	873,360	1,036,916	902,130	931,204	1,304,579
Net investment income	8,949,231	1,323,594	284,705	6,786,287	5,770,585
Administrative expense	-	(68,782)	(37,256)	(90,302)	(105,852)
Benefit payments, including refunds of employee contributions	(2,752,016)	(2,914,360)	(2,993,564)	(3,017,394)	(3,355,097)
Net Plan to Plan Resource Movement	-	-	-	(29,876)	(201,014)
Other Miscellaneous Income/(Expense)	-	-	-	-	170
Net change in plan fiduciary net position	8,589,977	1,008,805	31,986	6,766,224	5,540,964
Plan fiduciary net position - beginning	51,531,626	60,121,603	61,130,408	61,162,394	67,928,618
Plan fiduciary net position - ending (b)	\$ 60,121,603	\$ 61,130,408	\$ 61,162,394	\$ 67,928,618	\$ 73,469,582
Net pension liability - ending (a)-(b)	\$ 14,802,686	\$ 16,560,963	\$ 22,072,256	\$ 24,377,323	\$ 22,685,794
Plan fiduciary net position as a percentage of the total pension liability	80.24 %	78.68 %	73.48 %	73.59 %	76.41 %
Covered payroll	\$ 11,526,481	\$ 11,958,650	\$ 12,684,949	\$ 13,415,686	\$ 14,252,307
Net pension liability as percentage of covered payroll	128.42 %	138.49 %	174.00 %	181.71 %	159.17 %
					155.10 %

Notes to Schedule:

Benefit changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after the June 30 valuation date. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (aka. Golden Handshakes).

Changes in assumptions: GASB 68, paragraph 68 states that the long term expected rate of return should be determined net of pension plan investment expense, but without reduction for pension plan administrative expense. In 2018 and 2019, there were no changes. In 2017, the accounting discount rate reduced from 7.65% to 7.15%. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5% (net of administrative expense) to 7.65% (without a reduction for pension plan administrative expense). In 2014, amounts were based on the 7.5% discount rate. All other assumptions for the 30, 2014 measurement date were the same as those used for the June 30, 2015 and 2016 measurement dates.

* Fiscal year 2015 was the 1st year of implementation, therefore only six years are shown.

CITY OF PITTSBURG, AGENT MULTIPLE EMPLOYER PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
As of fiscal year ending June 30, 2020
 Last 10 Years*

Fiscal Year	Miscellaneous Plan				
	2015	2016	2017	2018	2019
Actuarially determined contribution	\$ 2,464,100	\$ 2,745,066	\$ 3,094,191	\$ 2,253,288	\$ 2,333,907
Contributions in relation to the actuarially determined contributions	(2,464,100)	(2,745,066)	(3,094,191)	(2,253,288)	(2,333,907)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 11,958,650	\$ 12,684,949	\$ 13,415,686	\$ 14,252,307	\$ 16,955,330
Contributions as a percentage of covered payroll	20.61%	21.64%	23.06%	15.81%	13.77%

Notes to Schedule

Valuation date:

June 30, 2018

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry-Age Normal Cost Method
Amortization method	Level Percent of Payroll
Asset valuation method	Actuarial Value of Assets
Inflation	2.75% for 2015 to 2019, and 2.875% for 2020
Salary increases	Varies by Entry Age and Service
Payroll Growth	2.75%
Investment rate of return	7.15% Net of Pension Plan Investment and Administrative Expenses; includes Inflation.
Retirement age	The probabilities of Retirement are based on the CalPERS Experience Study.
Mortality	The probabilities of mortality are based on the CalPERS Experience Study. Pre-retirement and Post-retirement mortality rates include 20 years of projected mortality improvement using Scale AA published by the Society of Actuaries for 2015 to 2018. For 2019 and 2020, pre-retirement and post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

* Fiscal year 2015 was the 1st year of implementation, therefore only six years are shown.

CITY OF PITTSBURG, A COST-SHARING MULTIPLE EMPLOYER DEFINED PENSION PLAN
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Years*
As of fiscal year ending June 30, 2020

Measurement Date	Safety Plan									
	6/30/2014	6/30/2015	6/30/2016	6/30/2017	6/30/2018	6/30/2019				
Plan's Proportionate Share of the Net Pension Liability / Asset	0.37777%	0.39815%	0.46609%	0.48116%	0.49472%	0.44506%				
Plan's Proportionate Share of the Net Pension Liability / (Asset)	\$ 14,169,983	\$ 16,405,587	\$ 21,519,369	\$ 25,094,362	\$ 25,389,095	\$ 27,782,901				
Plan's Covered Payroll	\$ 12,627,215	\$ 13,134,628	\$ 14,209,375	\$ 10,647,118	\$ 10,804,084	\$ 12,017,570				
Plan's Proportionate Share of the Net Pension Liability / (Asset)	112.22%	124.90%	151.44%	235.69%	235.00%	231.19%				
as a Percentage of it's Covered-Employee Payroll										
Plan's Proportionate Share of the Fiduciary Net Position as	81.42%	79.38%	74.91%	74.42%	75.93%	75.53%				
a Percentage of the Plan's Total Pension Liability										
Plan's Proportionate Share of Aggregate Employer Contributions	\$ 1,757,817	\$ 2,148,293	\$ 2,219,565	\$ 2,518,889	\$ 2,954,663	\$ 3,357,057				

* Fiscal year 2015 was the 1st year of implementation, therefore only six years are shown.

CITY OF PITTSBURGH, A COST-SHARING DEFINED PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
As of fiscal year ending June 30, 2020
Last 10 Years*

	Safety Plan					
	2015	2016	2017	2018	2019	2020
Fiscal Year Ended June 30						
Actuarially determined contribution	\$ 2,924,602	\$ 2,449,689	\$ 2,573,034	\$ 2,674,332	\$ 2,771,970	\$ 3,602,530
Contributions in relation to the actuarially determined contributions	(2,924,602)	(2,449,689)	(2,573,034)	(2,674,332)	(2,771,970)	(3,602,530)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 13,134,628	\$ 14,209,375	\$ 10,647,118	\$ 10,804,084	\$ 12,017,570	\$ 10,485,001
Contributions as a percentage of covered payroll	22.27%	17.24%	24.17%	24.75%	23.07%	34.36%
Notes to Schedule	June 30, 2013	June 30, 2014	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
Valuation date:						
Methods and assumptions used to determine contribution rates:						
Actuarial cost method	Entry age					
Amortization method	Level percentage of payroll, closed					
Remaining amortization period	30 years					
Asset valuation method	5-year smoothed market					
Inflation	2.50%					
Salary increases	Varies by Entry Age and Service					
Investment rate of return	7.15% Net of Pension Plan Investment and Administrative Expenses; includes Inflation.					
Retirement age	The probabilities of Retirement are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015.					
Mortality	The probabilities of mortality are derived from CalPERS' Membership Data for all Funds based on CalPERS' specific data from a 2017 CalPERS Experience Study. The table includes 20 years of mortality improvements using the Society of Actuaries Scale BB.					

* Fiscal year 2015 was the 1st year of implementation, therefore only six years are shown.

CITY OF PITTSBURG, AGENT MULTIPLE EMPLOYER OPEB PLAN
SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS
As of fiscal year ending June 30, 2020
Last 10 Years*

Measurement Date	2017	2018	2019
Total OPEB Liability			
Service Cost	\$ 807,000	\$ 830,803	\$ 801,058
Interest	2,558,000	2,680,717	2,806,423
Changes in benefit terms	-	-	-
Differences between expected and actual experience	-	-	(2,201,658)
Changes of assumptions	-	-	(933,286)
Benefit payments	(1,625,000)	(1,536,951)	(1,701,943)
Net change in total OPEB liability	1,740,000	1,974,569	(1,229,406)
Total OPEB liability - beginning	37,912,000	39,652,000	41,626,569
Total OPEB liability - ending (a)	<u>\$ 39,652,000</u>	<u>\$ 41,626,569</u>	<u>\$ 40,397,163</u>
Plan fiduciary net position			
Contributions - employer	\$ 2,106,000	\$ 2,021,796	\$ 2,201,943
Contributions - employee	-	-	-
Net investment income	295,000	270,566	277,898
Administrative expense	(1,000)	(6,320)	(919)
Benefit payments	(1,625,000)	(1,536,951)	(1,701,943)
Net change in plan fiduciary net position	775,000	749,091	776,979
Plan fiduciary net position - beginning	2,585,000	3,359,734	4,108,825
Plan fiduciary net position - ending (b)	<u>\$ 3,360,000</u>	<u>\$ 4,108,825</u>	<u>\$ 4,885,804</u>
Net OPEB liability - ending (a)-(b)	<u>\$ 36,292,000</u>	<u>\$ 37,517,744</u>	<u>\$ 35,511,359</u>
Plan fiduciary net position as a percentage of the total OPEB liability	8.47%	9.87%	12.09%
Covered-employee payroll	<u>\$ 15,921,000</u>	<u>\$ 16,568,668</u>	<u>\$ 14,845,791</u>
Net OPEB liability as a percentage of covered-employee payroll	<u>227.95%</u>	<u>226.44%</u>	<u>239.20%</u>

* Fiscal year 2018 was the first year of implementation, therefore only three years are shown.

CITY OF PITTSBURG, AGENT MULTIPLE EMPLOYER OPEB PLAN
SCHEDULE OF CONTRIBUTIONS
As of fiscal year ending June 30, 2020*
Last 10 Years*

Fiscal Year Ended June 30,	2018	2019	2020
Actuarially determined contribution	\$ 3,938,000	\$ 4,096,000	\$ 4,270,000
Contributions in relation to the actuarially determined contribution	(2,021,796)	(2,201,943)	(2,038,794)
Contribution deficiency (excess)	<u>\$ 1,916,204</u>	<u>\$ 1,894,057</u>	<u>\$ 2,231,206</u>
Covered-employee payroll	<u>\$ 16,568,668</u>	<u>\$ 14,845,791</u>	<u>\$ 14,623,265</u>
Contributions as a percentage of covered-employee payroll	23.77%	27.59%	29.20%

Notes to Schedule

Valuation date:	June 30, 2017	June 30, 2017	June 30, 2019
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Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal	Entry age normal
Amortization method	Level percent of payroll	Level percent of payroll
	23 years remaining as of June 30, 2020	22 years remaining as of June 30, 2019
Asset valuation method	Investment gains and losses spread over 5-year rolling period	Investment gains and losses spread over 5-year rolling period
Inflation	2.75%	2.75%
Salary increases	Varies by Entry Age and Service	Varies by Entry Age and Service
Payroll Growth	3.00%	3.00%
Discount rate	6.75%	6.75%
Retirement age	The probabilities of Retirement are based on CalPERS Experience Study for the period from 1997 to 2015.	The probabilities of Retirement are based on CalPERS Experience Study for the period from 1997 to 2015.
Mortality	Society of Actuaries Scale MP-17.	Mortality projected fully generational with Society of Actuaries Scale MP-19.

* Fiscal year 2018 was the first year of implementation, therefore only three years are shown.

SUPPLEMENTARY

INFORMATION



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

NON-MAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS:

Small Cities Grants Fund – This fund was established to account for direct grants received for housing and rental rehabilitation programs, which are program income and used to supplement housing rehabilitation costs.

Gas Tax Fund – This fund represents the Highway Users Tax apportionments from the State of California for street and road purposes under the provisions of Streets and Highways Code Maintenance.

Measure J Tax Fund – This fund receives 18% of the collected half-cent sales tax, which is based on the population and road mileage, to fund regional transportation and transit related projects.

Lighting & Landscape Fund – Receipts of the assessments from residential and commercial properties are used by this fund to provide maintenance of street lighting, street trees, landscape, curbs, gutters and sidewalks within the City.

Lighting & Landscape Oak Hills Fund – Receipts of the special assessments from residential and commercial properties, in the Oak Hill area, are used by this fund to provide maintenance of street lighting, street trees, landscape, curbs, gutters and sidewalks.

Miscellaneous Grants Fund – This fund receives various small grants to administer the police, recreation, and public services.

Assets Seizure Fund – This fund was established to administer the seized assets from criminal activities.

Marina Vista Field Replacement Fund – This fund accounts for the collection of rents (maximum of \$60,000 annually) from the Athletic Fields rentals of the Marina Vista School fields as set forth in the Construction and Use Agreement for the contingent turf replacement of the fields.

Local Law Enforcement Block Grant Fund – This fund accounts for the funds provided by Department of Justice to supplement local crime prevention and public safety efforts.

Southwest Pittsburg GHAD II Fund – Southwest Pittsburg Geological Hazard Abatement fund was created to account for the maintenance district of which responsibilities are restricted to mitigation/abatement of geologic landslide and erosion hazards. The fund receives revenues from assessments levied on the properties located on the hillside areas for its operation costs.

Southwest Pittsburg GHAD II Administrative Fund – This fund was created to facilitate the administration (salaries and fringe benefits) for the Southwest Pittsburg GHAD II Fund.

NON-MAJOR GOVERNMENTAL FUNDS, Continued

SPECIAL REVENUE FUNDS, Continued:

Storm Water Utility (NPDES) Fund – This fund accounts for property assessments collected by the County of Contra Costa on behalf of the City to provide funding for National Pollutant Discharge Elimination System (NPDES) and general drainage maintenance activities within the Pittsburg Storm Water Utility Area to reduce pollutants.

HUD Community Development Block Grant Fund – Receives annual entitlement from Department of HUD to finance public services, housing activities, economic development projects, public facility projects, program planning and administration.

NSP Neighborhood Stabilization Program Fund – This fund accounts for the funding by the California Department of Housing and Community Development for purchases and redevelopment of foreclosed homes, the purchase and rehabilitation of abandoned or foreclosed homes, the demolition of blighted structures, and the redevelopment of demolished or vacant property within the City.

CalHome Program Fund – This fund was established to account for the funding from the California Department of Housing and Community Development for mortgage assistance and owner-occupied housing rehabilitation loans.

California Energy Conservation Program – This fund is funded by the Energy Efficiency and Conservation Block Grant to enable the City to pursue the City's LED streetlight retrofit, to develop and implement projects to improve energy efficiency and reduce energy use and fossil fuel emissions within the City.

San Marco CFD 2004-01 Fund – The receipts of this fund provide funding for the increased demand of police services in the San Marco subdivision of the Community Facilities District.

Solid Waste Fund – This fund has been established to finance City activities associated with AB 939 compliance such as the annual reporting of recycling programs, hazardous waste collection and the coordination of public education programs. In addition this fund finances the City's solid waste facility Local Enforcement Program (LEA) for permitting, inspection and enforcement of State regulations governing operational, closed and illegal landfills and refuse processing facilities. These revenues will also provide for litter abatement and other similar services to mitigate the impact on the City of Pittsburg associated with hosting the Material Recovery and Transfer Station (MRTS) which services the entire region. The Solid Waste Fund revenues are generated by a \$1.50 surcharge on each ton of solid waste received at the Material Recovery and Transfer Station.

Vista Del Mar CFD 2005-2 Fund – The receipts of the fund provided funding for financing increasing demands for police services in and for the Vista Del Mar CFD 2005-2.

Public Safety Services CFD 2005-1 Fund – The receipts of this fund provide funding for financing increasing demands for public safety services within this Community Facilities District.

NON-MAJOR GOVERNMENTAL FUNDS, Continued

SPECIAL REVENUE FUNDS, Continued:

Park Maintenance CFD 2007-1 Fund – The receipts of this fund provide funding for financing increasing demands for park maintenance services within this Community Facilities District.

Cops Hiring Recovery Fund – This fund was established to account for Grants received from law enforcement agencies to create and preserve jobs and to increase their community policing capacity and crime-prevention efforts.

Pittsburg Arts & Community Foundation – This fund was created for an independent non-profit corporation set up to increase, support and encourage art, literacy, education, economic development, affordable housing, and other community resources and programs to benefit the City of Pittsburg and its residents.

Hillview Jr. High Athletic Field – This fund was established to account for Grants received from Measure WW for financing, construction and joint use of an athletic field at Hillview Junior High School with Pittsburg Unified School District.

Public, Education and Government Fees (PEG) – 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 (PEG) channel facilities.

Railroad Avenue Specific Area Plan – This fund was created to account for the funding and financing of facilities according to the Railroad Avenue Specific Plan.

Project Amenities Management Fund – This fund was created to account for continuous maintenance and management of various project amenities for Greystone Place such as stormwater treatment facilities, sanitary sewer lift stations, emergency vehicle access and gates.

Fire District CFD 2017-01 Fund – The funds will be used solely for supplemental services and facilities of the Fire District that benefited City of Pittsburg.

Golf Course Fund – This fund was established to account for revenues and expenditures associated with providing golfing facilities and services to our community.

US EPA Grants Fund – This fund was established to account for direct grants to enhance public enjoyment, reduce existing environmental contamination of the waterfront and opportunities for economic development in alignment with the General and Trust Lands use Plans.

Marina Dredging & Infrastructure Improvement Fund – This fund was established to account for funding to help facilitate the dredging project, various infrastructure improvements and modernize Marina operations.

NON-MAJOR GOVERNMENTAL FUNDS, Continued

DEBT SERVICE FUND:

Pension Obligations Fund accounts for the accumulation of resources for payment of principal, interest and related costs of the Pension Obligation Bonds long-term debt and for payments to the Contra Costa County Employees' Retirement Association for unfunded accrued pension obligations.

CAPITAL PROJECTS FUNDS:

Inclusionary Housing Fund – This fund was established to account for fees paid by developers in the form of "in-lieu" fees that would be used for the construction of affordable housing.

Traffic Impact Fair Share Fund – This fund was established to account for developer fees as a condition of development to mitigate future traffic impacts.

Kirker Creek Drainage Fees Fund – This fund was established to account for the drainage fees collected from developers to finance drainage improvement projects.

Traffic Mitigation Fund – Fees collected from developers are used by this fund to finance the capital improvement projects that mitigate the traffic impact.

Capital Improvement Fund – This fund accounts for most capital improvement projects in the City that have various funding sources. Revenues received from various sources are used for related project costs.

Park Dedication Fund – This fund was established to account for the fees collected from developers and used for design, development, construction of new park projects and the rehabilitation of existing parks.

Regional Traffic Mitigation Fund – This fund was established to account for the fees collected from new development in the City to support the regional transportation improvement projects through the Pittsburg Regional Transportation Development Impact Mitigation Fee ("PRTDIM") program.

Infrastructure Repair & Replacement – This fund was established to fund repair and capital improvement projects related to the City's infrastructure including streets, roads, parking lots and storm drains.

Community Capital Improvement – This fund was established to administer the Cooperative and Repayment Agreement between the Redevelopment Agency of the City of Pittsburg and the City of Pittsburg. The goal of this agreement is to utilize the City personnel and facilities more effectively to control the Agency's planning and administrative costs for redevelopment activities in the established redevelopment project areas.

NON-MAJOR GOVERNMENTAL FUNDS, Continued

CAPITAL PROJECTS FUNDS, Continued:

Bailey Road Maintenance – This fund was created to account for surcharges collected from Keller Canyon Landfill Company to fund repair and maintenance of Bailey Road from Highway 4 to the Landfill entrance.

Gas Tax - Road Maintenance and Rehabilitation – This fund was created to account for SB1 Transportation funding.

Regional Freeway Security Fee – This fund was created for the new Freeway Security Network and provide staff support (City Engineering, Public Works, and the Police Department) to implement the process.

City of Pittsburgh
Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2020

	Special Revenue			
	Small Cities Grants	Gas Tax	Measure J Tax Fund	Lighting & Landscape
ASSETS				
Cash and investments	\$ 4,574	\$ 1,060,846	\$ 135,121	\$ 586,017
Restricted cash and investments	-	-	-	-
Receivables:				
Accounts	-	146,960	266,262	-
Loans and notes	1,406,243	-	-	-
Inventory	-	-	-	37,158
Prepaid items	-	-	-	1,784
Advance to other funds	-	-	-	-
Total Assets	\$ 1,410,817	\$ 1,207,806	\$ 401,383	\$ 624,959
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 2,830	\$ 8,771	\$ 155,142	\$ 192,079
Refundable deposits	-	-	-	-
Loans payable - current	15,000	-	-	-
Unearned revenue	-	-	-	-
Due to other funds	-	-	-	-
Advance from other funds	-	-	-	-
Total Liabilities	17,830	8,771	155,142	192,079
Deferred inflows of resources:				
Unavailable revenue	1,391,243	-	-	-
Total Deferred Inflows of Resources	1,391,243	-	-	-
Fund Balances:				
Nonspendable	-	-	-	38,942
Restricted	1,744	1,199,035	246,241	393,938
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances (deficit)	1,744	1,199,035	246,241	432,880
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 1,410,817	\$ 1,207,806	\$ 401,383	\$ 624,959

Special Revenue							
Lighting & Landscape Oak Hills	Miscellaneous Grants	Assets Seizure	Marina Vista Field Replacement	Local Law Enforcement Block Grant	Southwest Pittsburg GHAD II	Southwest Pittsburg GHAD II Admin	
\$ 59,635	\$ 287,968	\$ 429,012	\$ 314,430	\$ 49,709	\$ 4,390,503	\$ 106,567	
-	-	-	-	-	-	-	
-	43,918	-	-	20,772	105,382	-	
-	-	-	-	-	-	-	
-	57,167	14,574	-	26,453	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
<u>\$ 59,635</u>	<u>\$ 389,053</u>	<u>\$ 443,586</u>	<u>\$ 314,430</u>	<u>\$ 96,934</u>	<u>\$ 4,495,885</u>	<u>\$ 106,567</u>	
\$ 297	\$ 2,290	\$ -	\$ -	\$ 3,830	\$ 600	\$ -	
-	-	391,922	-	-	1,220	-	
-	-	-	-	-	-	-	
-	297,392	-	-	45,880	-	-	
-	24,027	-	-	20,772	-	-	
-	-	-	-	-	-	-	
<u>297</u>	<u>323,709</u>	<u>391,922</u>	<u>-</u>	<u>70,482</u>	<u>1,820</u>	<u>-</u>	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	57,167	14,574	-	26,453	-	-	
59,338	8,177	-	-	-	4,494,065	106,567	
-	-	-	314,430	-	-	-	
-	-	37,090	-	-	-	-	
-	-	-	-	(1)	-	-	
<u>59,338</u>	<u>65,344</u>	<u>51,664</u>	<u>314,430</u>	<u>26,452</u>	<u>4,494,065</u>	<u>106,567</u>	
<u>\$ 59,635</u>	<u>\$ 389,053</u>	<u>\$ 443,586</u>	<u>\$ 314,430</u>	<u>\$ 96,934</u>	<u>\$ 4,495,885</u>	<u>\$ 106,567</u>	

(Continued)

City of Pittsburgh
Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2020

	Special Revenue			
	Storm Water Utility (NPDES)	HUD Community Development Block Grant	NSP Neighborhood Stabilization Program	CalHome Program
ASSETS				
Cash and investments	\$ 338,651	\$ 43,175	\$ 47,238	\$ 202,871
Restricted cash and investments	-	-	-	-
Receivables:				
Accounts	409,568	199,242	-	-
Loans and notes	-	263,844	1,945,707	427,506
Inventory	1,829	-	-	-
Prepaid items	-	-	-	-
Advance to other funds	-	-	-	-
Total Assets	\$ 750,048	\$ 506,261	\$ 1,992,945	\$ 630,377
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 7,476	\$ 118,085	\$ -	\$ -
Refundable deposits	-	-	-	-
Loans payable - current	-	116,813	-	-
Unearned revenue	-	-	-	-
Due to other funds	-	-	-	-
Advance from other funds	-	-	-	-
Total liabilities	7,476	234,898	-	-
Deferred inflows of resources:				
Unavailable revenue	-	147,031	1,945,707	427,506
Total Deferred Inflows of Resources	-	147,031	1,945,707	427,506
Fund Balances:				
Nonspendable	1,829	-	-	-
Restricted	740,743	124,332	47,238	202,871
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total fund balances (deficit)	742,572	124,332	47,238	202,871
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 750,048	\$ 506,261	\$ 1,992,945	\$ 630,377

Special Revenue							
California Energy Conservation Program	San Marco CFD 2004-01	Solid Waste	Vista Del Mar CFD 2005-2	Public Safety Services CFD 2005-1	Park Maintenance CFD 2007-1	Cops Hiring Recovery	
\$ 4	\$ 74,019	\$ 356,741	\$ 9,838	\$ 105,973	\$ 67,028	\$ -	
-	-	-	-	-	-	-	
-	-	172,305	-	-	31,237	-	
-	-	-	-	-	-	-	
-	-	534	-	-	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
\$ 4	\$ 74,019	\$ 529,580	\$ 9,838	\$ 105,973	\$ 98,265	\$ -	
\$ -	\$ -	\$ 33,420	\$ -	\$ -	\$ 106	\$ -	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	33,420	-	-	106	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	534	-	-	-	-	
4	74,019	495,626	9,838	105,973	98,159	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
-	-	-	-	-	-	-	
4	74,019	496,160	9,838	105,973	98,159	-	
\$ 4	\$ 74,019	\$ 529,580	\$ 9,838	\$ 105,973	\$ 98,265	\$ -	
(Continued)							

(Continued)

City of Pittsburgh
Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2020

	Special Revenue			
	Pittsburg Arts & Community Foundation	Hillview Jr. High Athletic Field	Public, Education, and Government Fees (PEG)	Railroad Avenue Specific Area Plan
ASSETS				
Cash and investments	\$ 100,144	\$ 417,123	\$ 814,647	\$ -
Restricted cash and investments	-	-	-	-
Receivables:				
Accounts	31,455	-	37,732	-
Loans and notes	546,185	-	-	-
Inventory	169,755	-	-	-
Prepaid items	4,151	-	-	-
Advance to other funds	-	-	-	-
Total Assets	\$ 851,690	\$ 417,123	\$ 852,379	\$ -
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 20,025	\$ 504	\$ 2,081	\$ -
Refundable deposits	24,700	-	-	-
Loans payable - current	77,800	-	-	-
Unearned revenue	6,717	-	-	-
Due to other funds	-	-	-	-
Advance from other funds	-	-	-	3,424,487
Total Liabilities	129,242	504	2,081	3,424,487
Deferred inflows of resources:				
Unavailable revenue	546,185	-	-	-
Total Deferred Inflows of Resources	546,185	-	-	-
Fund Balances:				
Nonspendable	173,906	-	-	-
Restricted	113,587	-	-	-
Committed	-	416,619	850,298	-
Assigned	-	-	-	-
Unassigned	(111,230)	-	-	(3,424,487)
Total Fund Balances (deficit)	176,263	416,619	850,298	(3,424,487)
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 851,690	\$ 417,123	\$ 852,379	\$ -

Special Revenue					Debt Service	Capital Projects
Project Amenities Management	Fire District CFD 2017-01	Golf Course	US EPA Grants	Marina Dredging & Infrastructure Improvement	Pension Obligations	Inclusionary Housing
\$ 73,834	\$ 8,235	\$ 968	\$ -	\$ -	\$ 96,754	\$ 416,121
-	-	-	-	-	3,039,511	-
-	-	-	15,760	35,000	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>\$ 73,834</u>	<u>\$ 8,235</u>	<u>\$ 968</u>	<u>\$ 15,760</u>	<u>\$ 35,000</u>	<u>\$ 3,136,265</u>	<u>\$ 416,121</u>
\$ -	\$ -	\$ -	\$6,626	\$ -	\$ -	\$ -
11,015	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	2,843	35,000	-	-
-	-	-	6,291	-	-	-
-	-	375,000	-	-	-	-
<u>11,015</u>	<u>-</u>	<u>375,000</u>	<u>15,760</u>	<u>35,000</u>	<u>-</u>	<u>-</u>
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
62,819	8,235	-	-	-	3,136,265	416,121
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	(374,032)	-	-	-	-
<u>62,819</u>	<u>8,235</u>	<u>(374,032)</u>			<u>3,136,265</u>	<u>416,121</u>
<u>\$ 73,834</u>	<u>\$ 8,235</u>	<u>\$ 968</u>	<u>\$ 15,760</u>	<u>\$ 35,000</u>	<u>\$ 3,136,265</u>	<u>\$ 416,121</u>

(Continued)

City of Pittsburgh
Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2020

Capital Projects				
	Traffic Impact Fair Share	Kirker Creek Drainage Fees	Traffic Mitigation	Capital Improvement
ASSETS				
Cash and investments	\$ 520,961	\$ 379,680	\$ 2,046,066	\$ 1,528,609
Restricted cash and investments	-	-	-	-
Receivables:				
Accounts	-	-	130,438	38,048
Loans and notes	-	-	-	-
Inventory	-	-	-	-
Prepaid items	-	-	5,000	-
Advance to other funds	-	-	-	-
Total assets	\$ 520,961	\$ 379,680	\$ 2,181,504	\$ 1,566,657
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ 18,603	\$ 9,799
Refundable deposits	-	-	5,000	-
Loans payable - current	-	-	-	-
Unearned revenue	-	-	-	-
Due to other funds	-	-	-	-
Advance from other funds	-	-	-	-
Total Liabilities	-	-	23,603	9,799
Deferred inflows of resources:				
Unavailable revenue	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
Fund Balances:				
Nonspendable	-	-	5,000	-
Restricted	520,961	379,680	2,152,901	-
Committed	-	-	-	1,556,858
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances (deficit)	520,961	379,680	2,157,901	1,556,858
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 520,961	\$ 379,680	\$ 2,181,504	\$ 1,566,657

Capital Projects

Park Dedication	Regional Traffic Mitigation	Infrastructure Repair & Replacement	Community Capital Improvement	Bailey Road Maintenance	Gas Tax Road Maintenance & Rehabilitation
\$ 1,542,168	\$ 96,645	\$ 29,508	\$ 335,759	\$ 1,425,263	\$ 1,481,762
-	-	-	-	-	-
-	-	-	-	61,560	90,946
-	-	-	-	-	-
886	-	-	-	-	-
-	-	-	-	-	-
-	3,424,487	-	-	-	-
<u>\$ 1,543,054</u>	<u>\$ 3,521,132</u>	<u>\$ 29,508</u>	<u>\$ 335,759</u>	<u>\$ 1,486,823</u>	<u>\$ 1,572,708</u>

\$ 3,800	\$ -	\$ -	\$ -	\$ -	\$ 107,070
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	30,000	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>3,800</u>	<u>-</u>	<u>-</u>	<u>30,000</u>	<u>-</u>	<u>107,070</u>
-	-	-	-	-	-
-	-	-	-	-	-
886	-	-	-	-	-
1,538,368	3,521,132	-	-	1,486,823	1,465,638
-	-	29,508	305,759	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>1,539,254</u>	<u>3,521,132</u>	<u>29,508</u>	<u>305,759</u>	<u>1,486,823</u>	<u>1,465,638</u>
<u>\$ 1,543,054</u>	<u>\$ 3,521,132</u>	<u>\$ 29,508</u>	<u>\$ 335,759</u>	<u>\$ 1,486,823</u>	<u>\$ 1,572,708</u>

(Continued)

City of Pittsburgh
Combining Balance Sheet
Non-Major Governmental Funds

		<u>Capital Projects</u>	
		<u>Regional Freeway Security Fee</u>	<u>Non-Major Governmental Funds</u>
ASSETS			
Cash and investments	\$ -	\$ 19,984,167	
Restricted cash and investments	-	3,039,511	
Receivables:			
Accounts	399,150	2,235,735	
Loans and notes	-	4,589,485	
Inventory	-	308,356	
Prepaid items	-	10,935	
Advance to other funds	-	3,424,487	
Total assets	<u>\$ 399,150</u>	<u>\$ 33,592,676</u>	
Liabilities:			
Accounts payable	\$ 9,236	\$ 702,670	
Refundable deposits	-	433,857	
Loans payable - current	-	209,613	
Unearned revenue	-	417,832	
Due to other funds	165,220	216,310	
Advance from other funds	-	3,799,487	
Total Liabilities	<u>174,456</u>	<u>5,779,769</u>	
Deferred inflows of resources:			
Unavailable revenue	-	4,457,672	
Total Deferred Inflows of Resources	<u>-</u>	<u>4,457,672</u>	
Fund Balances:			
Nonspendable	-	319,291	
Restricted	224,694	23,435,132	
Committed	-	3,473,472	
Assigned	-	37,090	
Unassigned	-	(3,909,750)	
Total Fund Balances (deficit)	<u>224,694</u>	<u>23,355,235</u>	
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 399,150</u>	<u>\$ 33,592,676</u>	



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

City of Pittsburgh
Combining Statements of Revenues, Expenditures and Changes in Fund Balances
Non-Major Governmental Funds
For the year ended June 30, 2020

	Special Revenue			
	Small Cities Grants	Gas Tax	Measure J Tax Fund	Lighting & Landscape
REVENUES:				
Franchise tax	\$ -	\$ -	\$ -	\$ -
Other taxes	-	1,693,881	920,369	-
Intergovernmental revenues	-	3,080	348,467	-
Licenses, permits, and fees	-	-	-	-
Fines and forfeitures	-	-	-	-
Special assessments	-	-	-	2,903,479
Service fees	-	-	-	-
Use of money and property	75	29,528	-	5,233
Other revenues	2,903	3,500	8,415	22,831
Total Revenues	2,978	1,729,989	1,277,251	2,931,543
EXPENDITURES:				
Current:				
General government	-	-	-	107,857
Human resources	-	-	-	-
Finance and services	-	-	-	-
Community services	24,467	-	469,862	-
Public safety	-	-	-	-
Public works - administration	-	-	-	-
Public works - streets	-	111,802	-	3,825,124
Capital outlay and improvements	-	-	119,776	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	24,467	111,802	589,638	3,932,981
REVENUES OVER (UNDER)				
EXPENDITURES	(21,489)	1,618,187	687,613	(1,001,438)
OTHER FINANCING SOURCES (USES):				
Transfers in	23,760	135,000	32,515	1,238,111
Transfers out	(3,050)	(1,455,548)	(855,391)	(109,750)
Total other financing sources (uses)	20,710	(1,320,548)	(822,876)	1,128,361
Net change in fund balances	(779)	297,639	(135,263)	126,923
FUND BALANCES (DEFICITS):				
Beginning of Year	2,523	901,396	381,504	305,957
End of Year	\$ 1,744	\$ 1,199,035	\$ 246,241	\$ 432,880

Special Revenue						
Lighting & Landscape Oak Hills	Miscellaneous Grants	Assets Seizure	Marina Vista Field Replacement	Local Law Enforcement Block Grant	Southwest Pittsburg GHAD II	Southwest Pittsburg GHAD II Admin
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	962,076	-
-	392,955	-	-	61,351	-	-
-	-	-	-	-	-	-
-	-	33,830	-	-	-	-
33,959	-	-	-	-	-	-
-	-	-	11,142	-	-	-
1,357	7,975	-	9,252	-	119,678	2,516
-	10,000	-	-	-	-	-
35,316	410,930	33,830	20,394	61,351	1,081,754	2,516
-	-	-	-	-	-	-
-	4,916	-	-	-	-	-
-	-	-	-	-	-	-
-	40,347	-	-	25,620	117,313	380,579
-	181,243	326	-	35,731	-	-
-	-	-	-	-	-	-
12,348	-	-	8,318	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
12,348	226,506	326	8,318	61,351	117,313	380,579
22,968	184,424	33,504	12,076	-	964,441	(378,063)
663	-	-	-	-	-	488,703
-	(176,247)	-	-	-	(488,703)	(4,073)
663	(176,247)	-	-	-	(488,703)	484,630
23,631	8,177	33,504	12,076	-	475,738	106,567
35,707	57,167	18,160	302,354	26,452	4,018,327	-
\$ 59,338	\$ 65,344	\$ 51,664	\$ 314,430	\$ 26,452	\$ 4,494,065	\$ 106,567

(Continued)

City of Pittsburgh

Combining Statements of Revenues, Expenditures and Changes in Fund Balances

Non-Major Governmental Funds

For the year ended June 30, 2020

	Special Revenue			
	Storm Water Utility (NPDES)	HUD Community Development Block Grant	NSP Neighborhood Stabilization Program	CalHome Program
REVENUES:				
Franchise tax	\$ -	\$ -	\$ -	\$ -
Other taxes	992,183	-	-	-
Intergovernmental revenues	-	774,888	-	-
Licenses, permits, and fees	-	-	-	-
Fines and forfeitures	-	-	-	-
Special assessments	-	-	-	-
Service fees	-	40	-	-
Use of money and property	12,713	-	1,374	5,604
Other revenues	2,505	2,754	-	47,970
Total Revenues	1,007,401	777,682	1,374	53,574
EXPENDITURES:				
Current:				
General government	-	-	-	-
Human resources	-	-	-	-
Finance and services	-	-	-	-
Community services	-	575,432	-	-
Public safety	-	79	-	-
Public works - administration	416,113	-	-	-
Public works - streets	488,778	-	-	-
Capital outlay and improvements	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	904,891	575,511	-	-
REVENUES OVER (UNDER)				
EXPENDITURES	102,510	202,171	1,374	53,574
OTHER FINANCING SOURCES (USES):				
Transfers in	100,000	3,050	-	-
Transfers out	(63,918)	(201,673)	-	-
Total other financing sources (uses)	36,082	(198,623)	-	-
Net change in fund balances	138,592	3,548	1,374	53,574
FUND BALANCES (DEFICITS):				
Beginning of Year	603,980	120,784	45,864	149,297
End of Year	\$ 742,572	\$ 124,332	\$ 47,238	\$ 202,871

Special Revenue						
California Energy Conservation Program	San Marco CFD 2004-01	Solid Waste	Vista Del Mar CFD 2005-2	Public Safety Services CFD 2005-1	Park Maintenance CFD 2007-1	Cops Hiring Recovery
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	349,992	588,803	-	-
-	-	-	-	-	31,237	-
-	-	663,725	-	-	-	-
-	-	-	-	-	-	-
-	1,049,976	-	-	-	100,409	-
-	-	3,716	-	-	-	-
-	1,165	9,640	250	1,121	1,093	-
-	-	-	-	-	-	-
-	1,051,141	677,081	350,242	589,924	132,739	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	242,124	-	-	-	-
-	4,725	201,136	690	807	-	-
-	-	-	-	-	-	-
-	-	-	-	-	57,815	-
-	-	-	-	-	-	-
68,626	-	-	-	-	-	-
5,871	3,428	-	-	3,213	3,959	-
74,497	8,153	443,260	690	4,020	61,774	-
(74,497)	1,042,988	233,821	349,552	585,904	70,965	-
74,497	-	-	-	-	-	-
-	(1,125,000)	(104,213)	(380,000)	(560,000)	(702)	-
74,497	(1,125,000)	(104,213)	(380,000)	(560,000)	(702)	-
-	(82,012)	129,608	(30,448)	25,904	70,263	-
4	156,031	366,552	40,286	80,069	27,896	-
\$ 4	\$ 74,019	\$ 496,160	\$ 9,838	\$ 105,973	\$ 98,159	\$ -

(Continued)

City of Pittsburg

Combining Statements of Revenues, Expenditures and Changes in Fund Balances

Non-Major Governmental Funds

For the year ended June 30, 2020

	Special Revenue			
	Pittsburg Arts & Community Foundation	Hillview Jr. High Athletic Field	Public, Education and Government Fees (PEG)	Railroad Avenue Specific Area Plan
REVENUES:				
Franchise tax	\$ -	\$ -	\$ 152,927	\$ -
Other taxes	-	-	-	-
Intergovernmental revenues	-	-	-	-
Licenses, permits, and fees	-	-	-	-
Fines and forfeitures	938	-	-	-
Special assessments	-	-	-	26,758
Service fees	170,481	53,792	-	-
Use of money and property	16,239	11,930	22,491	660
Other revenues	478,573	-	-	-
Total Revenues	666,231	65,722	175,418	27,418
EXPENDITURES:				
Current:				
General government	-	-	-	-
Human resources	-	-	-	-
Finance and services	-	-	-	-
Community services	788,983	-	38,697	-
Public safety	-	-	-	-
Public works - administration	-	-	-	-
Public works - streets	-	10,525	-	-
Capital outlay and improvements	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	70,197
Total Expenditures	788,983	10,525	38,697	70,197
REVENUES OVER (UNDER)				
EXPENDITURES	(122,752)	55,197	136,721	(42,779)
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	-	-
Net change in fund balances	(122,752)	55,197	136,721	(42,779)
FUND BALANCES (DEFICITS):				
Beginning of Year	299,015	361,422	713,577	(3,381,708)
End of Year	\$ 176,263	\$ 416,619	\$ 850,298	\$ (3,424,487)

Special Revenue					Debt Service	Capital Projects
Project Amenities Management	Fire District CFD 2017-01	Golf Course	US EPA Grants	Marina Dredging & Infrastructure Improvement	Pension Obligations	Inclusionary Housing
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-
-	-	-	17,410	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
25,931	6,527	-	-	-	-	-
-	-	-	-	-	4,479,695	-
1,810	166	-	-	-	31,874	12,107
-	-	1,500	-	-	-	-
27,741	6,693	1,500	17,410	-	4,511,569	12,107
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	339,766	-
2,765	2,102	6,882	17,410	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	2,240,000	-
-	-	-	-	-	1,832,098	-
2,765	2,102	6,882	17,410	-	4,411,864	-
24,976	4,591	(5,382)	-	-	99,705	12,107
-	-	5,382	-	-	-	-
-	-	-	-	-	-	-
-	-	5,382	-	-	-	-
24,976	4,591	-	-	-	99,705	12,107
37,843	3,644	(374,032)	-	-	3,036,560	404,014
\$ 62,819	\$ 8,235	\$ (374,032)	\$ -	\$ -	\$ 3,136,265	\$ 416,121

(Continued)

City of Pittsburgh
Combining Statements of Revenues, Expenditures and Changes in Fund Balances
Non-Major Governmental Funds

	Capital Projects			
	Traffic Impact Fair Share	Kirker Creek Drainage Fees	Traffic Mitigation	Capital Improvement
REVENUES:				
Franchise tax	\$ -	\$ -	\$ -	\$ -
Other taxes	-	-	-	-
Intergovernmental revenues	-	-	-	103,388
Licenses, permits, and fees	-	-	422,541	-
Fines and forfeitures	-	-	-	-
Special assessments	-	-	-	-
Service fees	-	-	-	-
Use of money and property	15,157	11,133	60,894	3,372
Other revenues	-	-	120,622	-
Total Revenues	15,157	11,133	604,057	106,760
EXPENDITURES:				
Current:				
General government	-	-	-	-
Human resources	-	-	-	-
Finance and services	-	-	-	-
Community services	-	-	-	-
Public safety	-	-	-	-
Public works - administration	-	-	-	-
Public works - streets	-	-	-	-
Capital outlay and improvements	-	1,462	518,126	266,378
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	-	1,462	518,126	266,378
REVENUES OVER (UNDER) EXPENDITURES	15,157	9,671	85,931	(159,618)
OTHER FINANCING SOURCES (USES):				
Transfers in	-	5,009	236,304	1,563,689
Transfers out	-	(18,360)	-	-
Total other financing sources (uses)	-	(13,351)	236,304	1,563,689
Net change in fund balances	15,157	(3,680)	322,235	1,404,071
FUND BALANCES (DEFICITS):				
	505,804	383,360	1,835,666	152,787
End of Year	\$ 520,961	\$ 379,680	\$ 2,157,901	\$ 1,556,858

Capital Projects							Total Non-Major Governmental Funds
Park Dedication	Regional Traffic Mitigation	Infrastructure Repair & Replacement	Community Capital Improvement	Bailey Road Maintenance	Gas Tax Road Maintenance & Rehabilitation	Regional Freeway Security Fee	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 152,927
-	-	-	-	-	-	-	5,507,304
-	-	-	-	-	1,284,012	-	3,016,788
457,221	-	-	-	159,793	-	-	1,703,280
-	-	-	-	-	-	-	34,768
-	-	-	-	-	-	-	4,147,039
-	-	-	-	-	-	-	4,718,866
43,637	73,884	10,918	6,773	40,117	29,812	-	601,548
510,000	-	-	-	-	-	550,034	1,761,607
1,010,858	73,884	10,918	6,773	199,910	1,313,824	550,034	21,644,127
-	-	-	-	-	-	-	107,857
-	-	-	-	-	-	-	4,916
-	-	-	-	-	-	-	339,766
-	-	341,881	29,030	-	-	-	3,103,494
-	-	-	-	-	-	604,404	1,029,141
-	-	-	-	-	-	-	416,113
-	-	-	-	-	506,342	-	5,021,052
170,682	1,881	-	-	-	-	-	1,078,305
-	-	-	-	-	-	-	2,308,626
-	-	-	-	-	-	-	1,918,766
170,682	1,881	341,881	29,030	-	506,342	604,404	15,328,036
840,176	72,003	(330,963)	(22,257)	199,910	807,482	(54,370)	6,316,091
-	-	-	61,663	-	281,833	-	4,250,179
(57,515)	(236,304)	(5,009)	-	-	-	-	(5,845,456)
(57,515)	(236,304)	(5,009)	61,663	-	281,833	-	(1,595,277)
782,661	(164,301)	(335,972)	39,406	199,910	1,089,315	(54,370)	4,720,814
756,593	3,685,433	365,480	266,353	1,286,913	376,323	279,064	18,634,421
\$ 1,539,254	\$ 3,521,132	\$ 29,508	\$ 305,759	\$ 1,486,823	\$ 1,465,638	\$ 224,694	\$ 23,355,235

City of Pittsburgh
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Non-Major Governmental Funds
For the year ended June 30, 2020

	SPECIAL REVENUE					
	SMALL CITIES GRANTS			GAS TAX		
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
REVENUES:						
Franchise tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other taxes	-	-	-	1,611,052	1,693,881	82,829
Intergovernmental revenues	-	-	-	-	3,080	3,080
Licenses, permits, and fees	-	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-
Service fees	-	-	-	-	-	-
Use of money and property	60	75	15	13,000	29,528	16,528
Other revenues	2,903	2,903	-	3,500	3,500	-
Total revenues	<u>2,963</u>	<u>2,978</u>	<u>15</u>	<u>1,627,552</u>	<u>1,729,989</u>	<u>102,437</u>
EXPENDITURES:						
Current:						
General government	-	-	-	-	-	-
Human resources	-	-	-	-	-	-
Finance and services	-	-	-	-	-	-
Community services	117,471	24,467	93,004	-	-	-
Public safety	-	-	-	-	-	-
Public works - administration	-	-	-	-	-	-
Public works - streets	-	-	-	2,086,526	111,802	1,974,724
Capital outlay and improvements	-	-	-	-	-	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	<u>117,471</u>	<u>24,467</u>	<u>93,004</u>	<u>2,086,526</u>	<u>111,802</u>	<u>1,974,724</u>
REVENUES OVER (UNDER)						
EXPENDITURES	<u>(114,508)</u>	<u>(21,489)</u>	<u>93,019</u>	<u>(458,974)</u>	<u>1,618,187</u>	<u>2,077,161</u>
OTHER FINANCING SOURCES (USES):						
Transfers in	116,792	23,760	(93,032)	135,000	135,000	-
Transfers out	(2,903)	(3,050)	(147)	(1,609,793)	(1,455,548)	154,245
Total other financing sources (uses)	<u>113,889</u>	<u>20,710</u>	<u>(93,179)</u>	<u>(1,474,793)</u>	<u>(1,320,548)</u>	<u>154,245</u>
Net change in fund balances	<u>\$ (619)</u>	<u>(779)</u>	<u>\$ (160)</u>	<u>\$ (1,933,767)</u>	<u>297,639</u>	<u>\$ 2,231,406</u>
FUND BALANCES (DEFICITS):						
Beginning of year		2,523			901,396	
End of year		<u>\$ 1,744</u>			<u>\$ 1,199,035</u>	

SPECIAL REVENUE								
MEASURE J TAX			LIGHTING AND LANDSCAPE			LIGHTING AND LANDSCAPING OAK HILL		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
920,369	920,369	-	-	-	-	-	-	-
4,508,780	348,467	(4,160,313)	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	2,903,479	2,903,479	-	33,959	33,959	-
-	-	-	-	-	-	-	-	-
-	-	-	4,000	5,233	1,233	900	1,357	457
82,150	8,415	(73,735)	22,624	22,831	207	-	-	-
5,511,299	1,277,251	(4,234,048)	2,930,103	2,931,543	1,440	34,859	35,316	457
-	-	-	131,633	107,857	23,776	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
1,131,650	469,862	661,788	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	4,100,875	3,825,124	275,751	37,328	12,348	24,980
3,851,070	119,776	3,731,294	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
4,982,720	589,638	4,393,082	4,232,508	3,932,981	299,527	37,328	12,348	24,980
528,579	687,613	159,034	(1,302,405)	(1,001,438)	300,967	(2,469)	22,968	25,437
64,364	32,515	(31,849)	1,238,111	1,238,111	-	663	663	-
(855,391)	(855,391)	-	(109,753)	(109,750)	3	-	-	-
(791,027)	(822,876)	(31,849)	1,128,358	1,128,361	3	663	663	-
\$ (262,448)	(135,263)	\$ 127,185	\$ (174,047)	126,923	\$ 300,970	\$ (1,806)	23,631	\$ 25,437
	381,504			305,957			35,707	
	\$ 246,241			\$ 432,880			\$ 59,338	

(Continued)

City of Pittsburgh
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Non-Major Governmental Funds
For the year ended June 30, 2020

	SPECIAL REVENUE					
	MISCELLANEOUS GRANTS			ASSETS SEIZURE		
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
REVENUES:						
Franchise tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other taxes	-	-	-	-	-	-
Intergovernmental revenues	749,410	392,955	(356,455)	-	-	-
Licenses, permits, and fees	-	-	-	-	-	-
Fines and forfeitures	-	-	-	33,829	33,830	1
Special assessments	-	-	-	-	-	-
Service fees	-	-	-	-	-	-
Use of money and property	12,475	7,975	(4,500)	740	-	(740)
Other revenues	-	10,000	10,000	-	-	-
Total revenues	761,885	410,930	(350,955)	34,569	33,830	(739)
EXPENDITURES:						
Current:						
General government	-	-	-	-	-	-
Human resources	10,000	4,916	5,084	-	-	-
Finance and services	-	-	-	-	-	-
Community services	94,166	40,347	53,819	-	-	-
Public safety	369,039	181,243	187,796	15,000	326	14,674
Public works - administration	-	-	-	-	-	-
Public works - streets	-	-	-	-	-	-
Capital outlay and improvements	-	-	-	-	-	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	473,205	226,506	246,699	15,000	326	14,674
REVENUES OVER (UNDER)						
EXPENDITURES	288,680	184,424	(104,256)	19,569	33,504	13,935
OTHER FINANCING SOURCES (USES):						
Transfers in	-	-	-	-	-	-
Transfers out	(229,688)	(176,247)	53,441	-	-	-
Total other financing sources (uses)	(229,688)	(176,247)	53,441	-	-	-
Net change in fund balances	\$ 58,992	8,177	\$ (50,815)	\$ 19,569	33,504	\$ 13,935
FUND BALANCES (DEFICITS):						
Beginning of year		57,167			18,160	
End of year		<u>\$ 65,344</u>			<u>\$ 51,664</u>	

SPECIAL REVENUE								
MARINA VISTA FIELD REPLACEMENT			LOCAL LAW ENFORCEMENT BLOCK GRANT			SOUTHWEST PITTSBURG GHAD II		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	962,076	962,076	-
-	-	-	107,227	61,351	(45,876)	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
14,000	11,142	(2,858)	-	-	-	-	-	-
6,500	9,252	2,752	-	-	-	30,000	119,678	89,678
-	-	-	-	-	-	-	-	-
20,500	20,394	(106)	107,227	61,351	(45,876)	992,076	1,081,754	89,678
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	71,499	25,620	45,879	181,725	117,313	64,412
-	-	-	35,269	35,731	(462)	-	-	-
-	-	-	-	-	-	-	-	-
-	8,318	(8,318)	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	8,318	(8,318)	106,768	61,351	45,417	181,725	117,313	64,412
20,500	12,076	(8,424)	459	-	(459)	810,351	964,441	154,090
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	(521,860)	(488,703)	33,157
-	-	-	-	-	-	(521,860)	(488,703)	33,157
\$ 20,500	12,076	\$ (8,424)	\$ 459	-	\$ (459)	\$ 288,491	475,738	\$ 187,247
302,354			26,452			4,018,327		
\$ 314,430			\$ 26,452			\$ 4,494,065		

(Continued)

City of Pittsburgh
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Non-Major Governmental Funds
For the year ended June 30, 2020

	SPECIAL REVENUE					
	SOUTHWEST PITTSBURG GHAD II ADMIN			STORM WATER UTILITY NPDES		
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
REVENUES:						
Franchise tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other taxes	-	-	-	1,117,359	992,183	(125,176)
Intergovernmental revenues	-	-	-	-	-	-
Licenses, permits, and fees	-	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-
Service fees	-	-	-	-	-	-
Use of money and property	800	2,516	1,716	3,065	12,713	9,648
Other revenues	-	-	-	14,400	2,505	(11,895)
Total revenues	800	2,516	1,716	1,134,824	1,007,401	(127,423)
EXPENDITURES:						
Current:						
General government	-	-	-	33,254	35,526	(2,272)
Human resources	-	-	-	-	-	-
Finance and services	-	-	-	-	-	-
Community services	485,430	380,579	104,851	-	-	-
Public safety	-	-	-	-	-	-
Public works - administration	-	-	-	642,363	380,587	261,776
Public works - streets	-	-	-	730,734	488,778	241,956
Capital outlay and improvements	-	-	-	-	-	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	485,430	380,579	104,851	1,406,351	904,891	501,460
REVENUES OVER (UNDER)						
EXPENDITURES	(484,630)	(378,063)	106,567	(271,527)	102,510	374,037
OTHER FINANCING SOURCES (USES):						
Transfers in	521,860	488,703	(33,157)	100,000	100,000	-
Transfers out	(4,073)	(4,073)	-	(63,918)	(63,918)	-
Total other financing sources (uses)	517,787	484,630	(33,157)	36,082	36,082	-
Net change in fund balances	\$ 33,157	106,567	\$ 73,410	\$ (235,445)	138,592	\$ 374,037
FUND BALANCES (DEFICITS):						
Beginning of year		-			603,980	
End of year		\$ 106,567			\$ 742,572	

SPECIAL REVENUE								
HUD COMMUNITY DEVELOPMENT BLOCK GRANT			NSP NEIGHBORHOOD STABILIZATION PROGRAM			CALHOME PROGRAM		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-	-	-
1,216,933	774,888	(442,045)	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
40	40	-	-	-	-	-	-	-
-	-	-	700	1,374	674	2,100	5,604	3,504
-	2,754	2,754	-	-	-	47,970	47,970	-
1,216,973	777,682	(439,291)	700	1,374	674	50,070	53,574	3,504
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
600,615	575,432	25,183	-	-	-	-	-	-
286,656	79	286,577	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
887,271	575,511	311,760	-	-	-	-	-	-
329,702	202,171	(127,531)	700	1,374	674	50,070	53,574	3,504
2,903	3,050	147	-	-	-	-	-	-
(294,705)	(201,673)	93,032	-	-	-	-	-	-
(291,802)	(198,623)	93,179	-	-	-	-	-	-
\$ 37,900	3,548	\$ (34,352)	\$ 700	1,374	\$ 674	\$ 50,070	53,574	\$ 3,504
	120,784			45,864			149,297	
	\$ 124,332			\$ 47,238			\$ 202,871	

(Continued)

City of Pittsburg
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Non-Major Governmental Funds
For the year ended June 30, 2020

	SPECIAL REVENUE					
	CALIFORNIA ENERGY			SAN MARCO CFD 2004-1		
	CONSERVATION PROGRAM					
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
REVENUES:						
Franchise tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other taxes	-	-	-	-	-	-
Intergovernmental revenues	-	-	-	-	-	-
Licenses, permits, and fees	-	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-
Special assessments	-	-	-	1,049,976	1,049,976	-
Service fees	-	-	-	-	-	-
Use of money and property	-	-	-	2,100	1,165	(935)
Other revenues	-	-	-	-	-	-
Total revenues	-	-	-	1,052,076	1,051,141	(935)
EXPENDITURES:						
Current:						
General government	-	-	-	-	-	-
Human resources	-	-	-	-	-	-
Finance and services	-	-	-	-	-	-
Community services	-	-	-	-	-	-
Public safety	-	-	-	5,000	4,725	275
Public works - administration	-	-	-	-	-	-
Public works - streets	-	-	-	-	-	-
Capital outlay and improvements	-	-	-	-	-	-
Debt service:						
Principal retirement	68,626	68,626	-	-	-	-
Interest and fiscal charges	5,871	5,871	-	9,200	3,428	5,772
Total expenditures	74,497	74,497	-	14,200	8,153	6,047
REVENUES OVER (UNDER)						
EXPENDITURES	(74,497)	(74,497)	-	1,037,876	1,042,988	5,112
OTHER FINANCING SOURCES (USES):						
Transfers in	74,500	74,497	(3)	-	-	-
Transfers out	-	-	-	(1,125,000)	(1,125,000)	-
Total other financing sources (uses)	74,500	74,497	(3)	(1,125,000)	(1,125,000)	-
Net change in fund balances	\$ 3	-	\$ (3)	\$ (87,124)	(82,012)	\$ 5,112
FUND BALANCES (DEFICITS):						
Beginning of year		4			156,031	
End of year		\$ 4			\$ 74,019	

SPECIAL REVENUE

SOLID WASTE			VISTA DEL MAR CFD 2005-2			PUBLIC SAFETY CFD 2005-1		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	349,992	349,992	-	588,803	588,803	-
-	-	-	-	-	-	-	-	-
630,000	663,725	33,725	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
2,500	3,716	1,216	-	-	-	-	-	-
4,000	9,640	5,640	520	250	(270)	1,300	1,121	(179)
-	-	-	-	-	-	-	-	-
636,500	677,081	40,581	350,512	350,242	(270)	590,103	589,924	(179)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
327,143	242,124	85,019	-	-	-	-	-	-
216,862	201,136	15,726	800	690	110	2,100	807	1,293
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	8,000	3,213	4,787
544,005	443,260	100,745	800	690	110	10,100	4,020	6,080
92,495	233,821	141,326	349,712	349,552	(160)	580,003	585,904	5,901
-	-	-	-	-	-	-	-	-
(104,213)	(104,213)	-	(380,000)	(380,000)	-	(560,000)	(560,000)	-
(104,213)	(104,213)	-	(380,000)	(380,000)	-	(560,000)	(560,000)	-
\$ (11,718)	129,608	\$ 141,326	\$ (30,288)	(30,448)	\$ (160)	\$ 20,003	25,904	\$ 5,901
	366,552			40,286			80,069	
	\$ 496,160			\$ 9,838			\$ 105,973	

(Continued)

City of Pittsburgh
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Non-Major Governmental Funds
For the year ended June 30, 2020

	SPECIAL REVENUE					
	PARK MAINTENANCE CFD 2007-1			COPS HIRING RECOVERY		
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
REVENUES:						
Franchise tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other taxes	-	-	-	-	-	-
Intergovernmental revenues	35,000	31,237	(3,763)	-	-	-
Licenses, permits, and fees	-	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-
Special assessments	100,409	100,409	-	-	-	-
Service fees	-	-	-	-	-	-
Use of money and property	550	1,093	543	-	-	-
Other revenues	-	-	-	-	-	-
Total revenues	135,959	132,739	(3,220)	-	-	-
EXPENDITURES:						
Current:						
General government	-	-	-	-	-	-
Human resources	-	-	-	-	-	-
Finance and services	-	-	-	-	-	-
Community services	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Public works - administration	-	-	-	-	-	-
Public works - streets	82,531	57,815	24,716	-	-	-
Capital outlay and improvements	-	-	-	-	-	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	6,300	3,959	2,341	-	-	-
Total expenditures	88,831	61,774	27,057	-	-	-
REVENUES OVER (UNDER)						
EXPENDITURES	47,128	70,965	23,837	-	-	-
OTHER FINANCING SOURCES (USES):						
Transfers in	-	-	-	-	-	-
Transfers out	(702)	(702)	-	-	-	-
Total other financing sources (uses)	(702)	(702)	-	-	-	-
Net change in fund balances	\$ 46,426	70,263	\$ 23,837	\$ -	-	\$ -
FUND BALANCES (DEFICITS):						
Beginning of year		27,896			-	
End of year		\$ 98,159			\$ -	

SPECIAL REVENUE								
PITTSBURG ARTS & COMMUNITY FOUNDATION			HILLVIEW JR. HIGH ATHLETIC FIELD			PUBLIC, EDUCATION, AND GOVERNMENT FEES (PEG)		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ 152,927	\$ (7,073)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
700	938	238	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
190,600	170,481	(20,119)	-	53,792	53,792	-	-	-
19,019	16,239	(2,780)	8,000	11,930	3,930	8,500	22,491	13,991
504,295	478,573	(25,722)	-	-	-	-	-	-
714,614	666,231	(48,383)	8,000	65,722	57,722	168,500	175,418	6,918
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
821,569	788,983	32,586	-	-	-	126,500	38,697	87,803
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	10,525	(10,525)	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
821,569	788,983	32,586	-	10,525	(10,525)	126,500	38,697	87,803
(106,955)	(122,752)	(15,797)	8,000	55,197	47,197	42,000	136,721	94,721
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
\$ (106,955)	(122,752)	\$ (15,797)	\$ 8,000	55,197	\$ 47,197	\$ 42,000	136,721	\$ 94,721
	299,015			361,422			713,577	
	\$ 176,263			\$ 416,619			\$ 850,298	

(Continued)

City of Pittsburgh
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Non-Major Governmental Funds
For the year ended June 30, 2020

	SPECIAL REVENUE					
	RAILROAD AVENUE SPECIFIC AREA PLAN			PROJECT AMENITIES MANAGEMENT		
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
REVENUES:						
Franchise tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other taxes	-	-	-	-	-	-
Intergovernmental revenues	-	-	-	-	-	-
Licenses, permits, and fees	-	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-
Special assessments	20,068	26,758	6,690	-	25,931	25,931
Service fees	-	-	-	-	-	-
Use of money and property	300	660	360	-	1,810	1,810
Other revenues	-	-	-	-	-	-
Total revenues	20,368	27,418	7,050	-	27,741	27,741
EXPENDITURES:						
Current:						
General government	-	-	-	-	-	-
Human resources	-	-	-	-	-	-
Finance and services	-	-	-	-	-	-
Community services	-	-	-	-	2,765	(2,765)
Public safety	-	-	-	-	-	-
Public works - administration	-	-	-	-	-	-
Public works - streets	-	-	-	-	-	-
Capital outlay and improvements	-	-	-	-	-	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	70,197	(70,197)	-	-	-
Total expenditures	-	70,197	(70,197)	-	2,765	(2,765)
REVENUES OVER (UNDER)						
EXPENDITURES	20,368	(42,779)	(63,147)	-	24,976	24,976
OTHER FINANCING SOURCES (USES):						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-
Net change in fund balances	\$ 20,368	(42,779)	\$ (63,147)	\$ -	24,976	\$ 24,976
FUND BALANCES (DEFICITS):						
Beginning of year		(3,381,708)			37,843	
End of year		<u>\$ (3,424,487)</u>			<u>\$ 62,819</u>	

SPECIAL REVENUE						SPECIAL REVENUE			
FIRE DISTRICT CFD 2017-01			GOLF COURSE			US EPA GRANT			
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	1,004,722	17,410	(987,312)	
-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	
-	6,527	6,527	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	
-	166	166	-	-	-	-	-	-	
-	-	-	-	1,500	1,500	-	-	-	
-	6,693	6,693	-	1,500	1,500	1,004,722	17,410	(987,312)	
-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	
-	-	-	9,000	6,882	2,118	861,477	17,410	844,067	
2,232	2,102	130	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	-	
2,232	2,102	130	9,000	6,882	2,118	861,477	17,410	844,067	
(2,232)	4,591	6,823	(9,000)	(5,382)	3,618	143,245	-	(143,245)	
-	-	-	13,250	5,382	(7,868)	-	-	-	
-	-	-	-	-	-	-	-	-	
-	-	-	13,250	5,382	(7,868)	-	-	-	
\$ (2,232)	4,591	\$ 6,823	\$ 4,250	-	\$ (4,250)	\$ 143,245	-	\$ (143,245)	
	3,644			(374,032)					
	\$ 8,235			\$ (374,032)			\$ -		

(Continued)

City of Pittsburgh
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Non-Major Governmental Funds
For the year ended June 30, 2020

	SPECIAL REVENUE			DEBT SERVICE FUND		
	MARINA DREDGING			PENSION OBLIGATION		
	INFRASTRUCTURE & IMPROVEMENT					
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
REVENUES:						
Franchise tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other taxes	-	-	-	-	-	-
Intergovernmental revenues	-	-	-	-	-	-
Licenses, permits, and fees	-	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-
Service fees	-	-	-	4,479,693	4,479,695	2
Use of money and property	-	-	-	15,000	31,874	16,874
Other revenues	-	-	-	-	-	-
Total revenues	-	-	-	4,494,693	4,511,569	16,876
EXPENDITURES:						
Current:						
General government	-	-	-	-	-	-
Human resources	-	-	-	339,766	339,766	-
Finance and services	-	-	-	-	-	-
Community services	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Public works - administration	-	-	-	-	-	-
Public works - streets	-	-	-	-	-	-
Capital outlay and improvements	-	-	-	-	-	-
Debt service:						
Principal retirement	-	-	-	2,306,659	2,240,000	66,659
Interest and fiscal charges	-	-	-	1,833,268	1,832,098	1,170
Total expenditures	-	-	-	4,479,693	4,411,864	67,829
REVENUES OVER (UNDER)						
EXPENDITURES	-	-	-	15,000	99,705	84,705
OTHER FINANCING SOURCES (USES):						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-
Net change in fund balances	\$ -	-	\$ -	\$ 15,000	99,705	\$ 84,705
FUND BALANCES (DEFICITS):						
Beginning of year		-			3,036,560	
End of year	\$	-		\$	3,136,265	

CAPITAL PROJECTS

INCLUSIONARY HOUSING			TRAFFIC IMPACT FAIR SHARE			KIRKER CREEK DRAINAGE FEES		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
8,000	12,107	4,107	8,500	15,157	6,657	4,700	11,133	6,433
-	-	-	-	-	-	-	-	-
8,000	12,107	4,107	8,500	15,157	6,657	4,700	11,133	6,433
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	3,109	1,462	1,647
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	3,109	1,462	1,647
8,000	12,107	4,107	8,500	15,157	6,657	1,591	9,671	8,080
-	-	-	-	-	-	5,009	5,009	-
-	-	-	-	-	-	(18,360)	(18,360)	-
-	-	-	-	-	-	(13,351)	(13,351)	-
\$ 8,000	12,107	\$ 4,107	\$ 8,500	15,157	\$ 6,657	\$ (11,760)	(3,680)	\$ 8,080
404,014			505,804			383,360		
\$ 416,121			\$ 520,961			\$ 379,680		

(Continued)

City of Pittsburgh
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Non-Major Governmental Funds
For the year ended June 30, 2020

	CAPITAL PROJECTS					
	TRAFFIC MITIGATION			CAPITAL IMPROVEMENT		
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
REVENUES:						
Franchise tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other taxes	-	-	-	-	-	-
Intergovernmental revenues	-	-	-	832,411	103,388	(729,023)
Licenses, permits, and fees	1,339,157	422,541	(916,616)	-	-	-
Fines and forfeitures	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-
Service fees	-	-	-	-	-	-
Use of money and property	33,100	60,894	27,794	2,100	3,372	1,272
Other revenues	4,089,199	120,622	(3,968,577)	-	-	-
Total revenues	5,461,456	604,057	(4,857,399)	834,511	106,760	(727,751)
EXPENDITURES:						
Current:						
General government	-	-	-	-	-	-
Human resources	-	-	-	-	-	-
Finance and services	-	-	-	-	-	-
Community services	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Public works - administration	-	-	-	-	-	-
Public works - streets	-	-	-	-	-	-
Capital outlay and improvements	4,524,726	518,126	4,006,600	2,490,986	266,378	2,224,608
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	4,524,726	518,126	4,006,600	2,490,986	266,378	2,224,608
REVENUES OVER (UNDER)						
EXPENDITURES	936,730	85,931	(850,799)	(1,656,475)	(159,618)	1,496,857
OTHER FINANCING SOURCES (USES):						
Transfers in	236,304	236,304	-	1,563,689	1,563,689	-
Transfers out	-	-	-	-	-	-
Total other financing sources (uses)	236,304	236,304	-	1,563,689	1,563,689	-
Net change in fund balances	\$ 1,173,034	322,235	\$ (850,799)	\$ (92,786)	1,404,071	\$ 1,496,857
FUND BALANCES (DEFICITS):						
Beginning of year		1,835,666			152,787	
End of year		<u>\$ 2,157,901</u>			<u>\$ 1,556,858</u>	

CAPITAL PROJECTS								
PARK DEDICATION			REGIONAL TRAFFIC MITIGATION			INFRASTRUCTURE REPAIR & REPLACEMENT		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
944,955	457,221	(487,734)	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
14,500	43,637	29,137	7,000	73,884	66,884	7,000	10,918	3,918
510,000	510,000	-	-	-	-	-	-	-
1,469,455	1,010,858	(458,597)	7,000	73,884	66,884	7,000	10,918	3,918
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	341,881	341,881	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
1,918,223	170,682	1,747,541	19,601	1,881	17,720	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
1,918,223	170,682	1,747,541	19,601	1,881	17,720	341,881	341,881	-
(448,768)	840,176	1,288,944	(12,601)	72,003	84,604	(334,881)	(330,963)	3,918
-	-	-	-	-	-	-	-	-
(89,364)	(57,515)	31,849	(236,304)	(236,304)	-	(5,009)	(5,009)	-
(89,364)	(57,515)	31,849	(236,304)	(236,304)	-	(5,009)	(5,009)	-
\$ (538,132)	782,661	\$ 1,320,793	\$ (248,905)	(164,301)	\$ 84,604	\$ (339,890)	(335,972)	\$ 3,918
	756,593			3,685,433			365,480	
	\$ 1,539,254			\$ 3,521,132			\$ 29,508	

(Continued)

City of Pittsburgh
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
Non-Major Governmental Funds
For the year ended June 30, 2020

	CAPITAL PROJECTS					
	COMMUNITY CAPITAL IMPROVEMENT			BAILEY ROAD MAINTENANCE		
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
REVENUES:						
Franchise tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other taxes	-	-	-	-	-	-
Intergovernmental revenues	-	-	-	-	-	-
Licenses, permits, and fees	-	-	-	110,000	159,793	49,793
Fines and forfeitures	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-
Service fees	-	-	-	-	-	-
Use of money and property	2,700	6,773	4,073	-	40,117	40,117
Other revenues	-	-	-	-	-	-
Total revenues	2,700	6,773	4,073	110,000	199,910	89,910
EXPENDITURES:						
Current:						
General government	-	-	-	-	-	-
Human resources	-	-	-	-	-	-
Finance and services	-	-	-	-	-	-
Community services	227,016	29,030	197,986	-	-	-
Public safety	-	-	-	-	-	-
Public works - administration	-	-	-	-	-	-
Public works - streets	-	-	-	-	-	-
Capital outlay and improvements	-	-	-	-	-	-
Debt service:						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	227,016	29,030	197,986	-	-	-
REVENUES OVER (UNDER)						
EXPENDITURES	(224,316)	(22,257)	202,059	110,000	199,910	89,910
OTHER FINANCING SOURCES (USES):						
Transfers in	61,663	61,663	-	-	-	-
Transfers out	-	-	-	-	-	-
Total other financing sources (uses)	61,663	61,663	-	-	-	-
Net change in fund balances	\$ (162,653)	39,406	\$ 202,059	\$ 110,000	199,910	\$ 89,910
FUND BALANCES (DEFICITS):						
Beginning of year		266,353			1,286,913	
End of year		<u>\$ 305,759</u>			<u>\$ 1,486,823</u>	

CAPITAL PROJECTS					
GAS TAX ROAD					
MAINTENANCE AND REHABILITATION			REGIONAL FREEWAY SECURITY FEE		
Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
2,384,600	1,284,012	(1,100,588)	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	29,812	29,812	-	-	-
-	-	-	878,892	550,034	(328,858)
2,384,600	1,313,824	(1,070,776)	878,892	550,034	(328,858)
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	1,157,526	604,404	553,122
-	-	-	-	-	-
2,778,376	506,342	2,272,034	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
2,778,376	506,342	2,272,034	1,157,526	604,404	553,122
(393,776)	807,482	1,201,258	(278,634)	(54,370)	224,264
405,694	281,833	(123,861)	-	-	-
-	-	-	-	-	-
405,694	281,833	(123,861)	-	-	-
\$ 11,918	1,089,315	\$ 1,077,397	\$ (278,634)	(54,370)	\$ 224,264
\$376,323			\$279,064		
\$ 1,465,638			\$ 224,694		



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other government units, on a reimbursement basis. There are five funds as follows:

Fleet Maintenance Fund – Used to account for the costs of operating, maintaining, and replacing automotive equipment used by other departments. Rental rates charged to the using departments include operating costs and equipment depreciation.

Building Maintenance Fund – Used to account for the cost of maintaining all City governmental buildings.

Insurance Fund – Used to account for revenues from charges to operating departments sufficient to provide adequate reserve for future claims.

Information/Communication Services Fund – Used to account for the cost of operating, maintaining and replacing a data processing system. Rental rates charged to the using departments include operating cost and equipment depreciation.

Fringe Benefits Fund – Used to allocate fringe costs to various departments.

Other Post-Employment Benefits (OPEB) Fund – Used to reduce unfunded OPEB liabilities and to pay the City's portion of current year retiree medical expenses.

115 Pension Trust Reserve Fund – Used to accumulate funds to pay down CalPERS Unfunded Accrued Liability.

City of Pittsburgh
Combining Statement of Net Position
Internal Service Funds
June 30, 2020

	Fleet Maintenance	Building Maintenance	Insurance
ASSETS			
Current assets:			
Cash and investments	\$ 1,336,188	\$ 1,141,776	\$ 600,641
Receivables:			
Accounts	1,651	962	-
Inventory	27,656	15,725	-
Prepaid items	-	1,052	-
Total current assets	1,365,495	1,159,515	600,641
Noncurrent assets:			
Capital assets:			
Land and nondepreciable assets	398,274	-	-
Depreciable assets, net	2,395,304	524,533	-
Total noncurrent assets	2,793,578	524,533	-
Total Assets	4,159,073	1,684,048	600,641
LIABILITIES			
Current liabilities:			
Accounts payable	80,708	98,126	5,874
Salaries payable	-	-	-
Claims and judgments payable - due within one year	-	-	70,198
Compensated absences - due within one year	28,192	45,491	-
Long-term-debt - due within one year	342,102	21,329	-
Advance from other funds	-	156,301	-
Total current liabilities	451,002	321,247	76,072
Noncurrent liabilities:			
Compensated absences - due in more than one year	9,398	15,164	-
Long-term debt - due in more than one year	1,059,854	145,753	-
Total noncurrent liabilities	1,069,252	160,917	-
Total Liabilities	1,520,254	482,164	76,072
NET POSITION			
Net investment in capital assets	1,391,622	357,451	-
Unrestricted	1,247,197	844,433	524,569
Total Net Position	\$ 2,638,819	\$ 1,201,884	\$ 524,569

Information / Communication Services	Fringe Benefits	Other Post Employment Benefits	115 Pension Trust Reserve	Total
\$ 1,324,855	\$ 1,243,906	\$ 270,199	\$ 297	\$ 5,917,862
-	-	7	-	2,620
405,962	-	-	-	449,343
41,990	-	-	-	43,042
1,772,807	1,243,906	270,206	297	6,412,867
-	-	-	-	398,274
410,443	-	-	-	3,330,280
410,443	-	-	-	3,728,554
2,183,250	1,243,906	270,206	297	10,141,421
27,456	107,122	7,773	-	327,059
-	-	6,413	297	6,710
-	-	-	-	70,198
13,949	-	-	-	87,632
121,209	-	-	-	484,640
-	-	-	-	156,301
162,614	107,122	14,186	297	1,132,540
4,649	-	-	-	29,211
121,209	-	-	-	1,326,816
125,858	-	-	-	1,356,027
288,472	107,122	14,186	297	2,488,567
168,025	-	-	-	1,917,098
1,726,753	1,136,784	256,020	-	5,735,756
\$ 1,894,778	\$ 1,136,784	\$ 256,020	\$ -	\$ 7,652,854

City of Pittsburgh
Combining Statement of Revenues, Expenses and Changes in Fund Net Position
Internal Service Funds
For the Year Ended June 30, 2020

	Fleet Maintenance	Building Maintenance	Insurance
OPERATING REVENUES:			
Charges for services	\$ 2,075,535	\$ 2,069,007	\$ 1,956,690
Other operating revenues	17,886	16,289	-
Total operating revenues	2,093,421	2,085,296	1,956,690
OPERATING EXPENSES:			
Salaries and wages	274,905	389,534	-
Department supplies	651,427	155,745	-
Rentals	37,316	809	-
Utilities	10,911	356,787	-
Maintenance and operations	137,414	433,082	-
Depreciation and amortization	677,718	40,454	-
Insurance premiums	26,145	196,189	1,762,926
Insurance deductible	18,252	24,429	141,895
Fringe benefits	250,520	333,181	-
Other operating expenses	17,825	10,937	-
Total operating expenses	2,102,433	1,941,147	1,904,821
OPERATING INCOME (LOSS)	(9,012)	144,149	51,869
NONOPERATING REVENUES (EXPENSES):			
Gain (loss) on disposal of assets	73,292	-	-
Investment income	(44,764)	(2,546)	-
Total nonoperating revenues	28,528	(2,546)	-
INCOME (LOSS) BEFORE TRANSFERS	19,516	141,603	51,869
TRANSFERS:			
Transfers in	5,922	60,000	-
Transfers out	(9,972)	(611,938)	-
Transfers in (out)	(4,050)	(551,938)	-
Change in net position	15,466	(410,335)	51,869
NET POSITION:			
Beginning of year	2,623,353	1,612,219	472,700
End of year	\$ 2,638,819	\$ 1,201,884	\$ 524,569

Information / Communication Services	Fringe Benefits	Other Post Employment Benefits	115 Pension Trust Reserve	Total
\$ 1,265,065	\$ 2,318,989	\$ 1,777,629	\$ 394,215	\$ 11,857,130
15,474	1,969	-	-	51,618
1,280,539	2,320,958	1,777,629	394,215	11,908,748
307,141	-	-	-	971,580
83,793	-	-	-	890,965
-	-	-	-	38,125
-	-	-	-	367,698
594,104	14,730	31,794	-	1,211,124
119,482	-	-	-	837,654
-	-	-	-	1,985,260
27,164	-	-	-	211,740
277,681	2,212,272	2,206,758	394,215	5,674,627
-	-	-	-	28,762
1,409,365	2,227,002	2,238,552	394,215	12,217,535
(128,826)	93,956	(460,923)	-	(308,787)
-	-	-	-	73,292
-	-	-	-	(47,310)
-	-	-	-	25,982
(128,826)	93,956	(460,923)	-	(282,805)
-	-	400,000	-	465,922
-	-	-	-	(621,910)
-	-	400,000	-	(155,988)
(128,826)	93,956	(60,923)	-	(438,793)
2,023,604	1,042,828	316,943	-	8,091,647
\$ 1,894,778	\$ 1,136,784	\$ 256,020	\$ -	\$ 7,652,854

City of Pittsburgh
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2020

	Fleet Maintenance	Building Maintenance	Insurance
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash received from interfund services provided	\$ 2,079,734	\$ 2,070,841	\$ 1,956,690
Cash payments to suppliers for goods and services	(935,038)	(1,183,638)	(2,012,039)
Cash payments to employees for services	(524,226)	(712,594)	-
Other operating revenues (expenses)	17,886	16,289	-
Net cash provided (used) by operating activities	638,356	190,898	(55,349)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Interfund payments	-	(24,711)	-
Transfers in	5,922	60,000	-
Transfers (out)	(9,972)	(611,938)	-
Net cash provided (used) by noncapital financing activities	(4,050)	(576,649)	-
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES:			
Payments made on capital lease	(276,871)	(21,329)	-
Proceeds from capital lease	848,058	-	-
Proceeds from sale of capital assets	82,366	-	-
Acquisition of capital assets	(888,918)	-	-
Net cash provided (used) by capital financing activities	(235,365)	(21,329)	-
CASH FLOWS FROM INVESTING ACTIVITIES:			
Interest revenue	(44,764)	(2,546)	-
Net cash provided (used) by investing activities	(44,764)	(2,546)	-
Net increase (decrease) in cash and cash equivalents	354,177	(409,626)	(55,349)
CASH AND CASH EQUIVALENTS:			
Beginning of year	\$ 982,011	\$ 1,551,402	\$ 655,990
End of year	\$ 1,336,188	\$ 1,141,776	\$ 600,641
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:			
Operating income (loss)	\$ (9,012)	\$ 144,149	\$ 51,869
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	677,718	40,454	-
Changes in operating assets and liabilities:			
Accounts receivable	4,199	1,834	-
Prepays	3,137	(529)	-
Accounts payable	(38,885)	(5,131)	(102,894)
Salaries and wages payable	-	-	-
Compensated absences	1,199	10,121	-
Insurance claims payable	-	-	(4,324)
Net cash provided (used) by operating activities	\$ 638,356	\$ 190,898	\$ (55,349)
NON-CASH TRANSACTIONS:			
Retirement of capital assets	\$ (9,074)	\$ -	\$ -

Information / Communication Services	Fringe Benefits	Other Post Employment Benefits	115 Pension Trust Reserve	Total
\$ 1,265,065	\$ 2,319,159	\$ 1,777,992	\$ 394,215	\$ 11,863,696
(657,623)	-	(1,187)	-	(4,789,525)
(568,421)	(2,159,822)	(2,206,548)	(1,032,352)	(7,203,963)
15,474	1,969	-	-	51,618
54,495	161,306	(429,743)	(638,137)	(78,174)
-	-	-	-	(24,711)
-	-	400,000	-	465,922
-	-	-	-	(621,910)
-	-	400,000	-	(180,699)
(121,208)	-	-	-	(419,408)
-	-	-	-	848,058
-	-	-	-	82,366
(29,171)	-	-	-	(918,089)
(150,379)	-	-	-	(407,073)
-	-	-	-	(47,310)
-	-	-	-	(47,310)
(95,884)	161,306	(29,743)	(638,137)	(713,256)
\$ 1,420,739	\$ 1,082,600	\$ 299,942	\$ 638,434	\$ 6,631,118
\$ 1,324,855	\$ 1,243,906	\$ 270,199	\$ 297	\$ 5,917,862
\$ (128,826)	\$ 93,956	\$ (460,923)	\$ -	\$ (308,787)
119,482	-	-	-	837,654
-	170	363	-	6,566
20,994	547	25,212	-	49,361
26,444	66,648	5,395	-	(48,423)
-	(15)	210	(638,137)	(637,942)
16,401	-	-	-	27,721
-	-	-	-	(4,324)
\$ 54,495	\$ 161,306	\$ (429,743)	\$ (638,137)	\$ (78,174)
\$ -	\$ -	\$ -	\$ -	\$ (9,074)



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

FIDUCIARY FUND FINANCIAL STATEMENTS

Agency Funds:

Assessment Districts Agency Fund accounts for the collection of property taxes and the payments to bondholders.

Other Impact Fees Agency Fund accounts for the collection of developer fees on behalf of the Contra Costa Fire Protection District (CCFPD), Contra Costa Water District (CCWD) and the East Contra Costa Regional Fee and Finance Authority (ECCRFF).

Vista Del Mar & San Marco CFD's accounts for funds used to construct and acquire certain public improvements, consisting of roadway, water and other infrastructure improvements necessary for the development of property within the district, as well as park improvements.

City of Pittsburg
Combining Statement of Changes in Assets and Liabilities
Agency Funds
For the Year Ended June 30, 2020

	Beginning Balance July 1, 2019	Additions	Deletions	Ending Balance June 30, 2020
<u>Assessment Districts Fund</u>				
Assets:				
Cash and investments	\$ 3,204,503	\$ 1,983,052	\$ 2,057,117	\$ 3,130,438
Cash and investments held by fiscal agent	2,075,361	2,051,812	2,013,356	2,113,817
Assessment receivable	1,899,521	1,582	37,973	1,863,130
Total assets	\$ 7,179,385	\$ 4,036,446	\$ 4,108,446	\$ 7,107,385
Liabilities:				
Accounts payable	\$ 24,135	\$ 31,942	\$ 31,937	\$ 24,140
Deferred assessment	1,845,991	1,582	37,973	1,809,600
Due to bondholders	5,309,259	3,915,634	3,951,248	5,273,645
Total liabilities	\$ 7,179,385	\$ 3,949,158	\$ 4,021,158	\$ 7,107,385
<u>Other Impact Fees Fund</u>				
Assets:				
Cash and investments	\$ 394,241	\$ 1,880,736	\$ 2,153,353	\$ 121,624
Total assets	\$ 394,241	\$ 1,880,736	\$ 2,153,353	\$ 121,624
Liabilities:				
Accounts payable	\$ 327,699	\$ 1,832,658	\$ 2,151,226	\$ 9,131
Due to other parties	41,023	1,868,530	1,832,668	76,885
Due to bondholders	25,519	14,906	4,817	35,608
Total liabilities	\$ 394,241	\$ 3,716,094	\$ 3,988,711	\$ 121,624
<u>Vista Del Mar & San Marco CFD's</u>				
Assets:				
Cash and investments	\$ 746,971	\$ 2,016,284	\$ 742,859	\$ 2,020,396
Cash and investments held by fiscal agent	742,251	746,704	732,947	756,008
Total assets	\$ 1,489,222	\$ 2,762,988	\$ 1,475,806	\$ 2,776,404
Liabilities:				
Accounts payable	\$ 2,680	\$ 133,318	\$ 14,181	\$ 121,817
Due to bondholders	1,486,542	2,766,433	1,598,388	2,654,587
Total liabilities	\$ 1,489,222	\$ 2,899,751	\$ 1,612,569	\$ 2,776,404

City of Pittsburgh
Combining Statement of Changes in Assets and Liabilities
Agency Funds
For the Year Ended June 30, 2020

	Beginning Balance July 1, 2019	Additions	Deletions	Ending Balance June 30, 2020
<u>Total Agency Funds</u>				
Assets:				
Cash and investments	\$ 4,345,715	\$ 5,880,072	\$ 4,953,329	\$ 5,272,458
Cash and investments held by fiscal agent	2,817,612	2,798,516	2,746,303	2,869,825
Assessment receivable	1,899,521	1,582	37,973	1,863,130
Total assets	\$ 9,062,848	\$ 8,680,170	\$ 7,737,605	\$ 10,005,413
Liabilities:				
Accounts payable	\$ 354,514	\$ 1,997,918	\$ 2,197,344	\$ 155,088
Deferred assessment	1,845,991	1,582	37,973	1,809,600
Due to other parties	41,023	1,868,530	1,832,668	76,885
Due to bondholders	6,821,320	6,696,973	5,554,453	7,963,840
Total liabilities	\$ 9,062,848	\$ 10,565,003	\$ 9,622,438	\$ 10,005,413



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

STATISTICAL SECTION

This part of the City of Pittsburg's comprehensive annual financial report presents detailed information in a statistical format as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information is conveying about the City of Pittsburg's overall financial status.

The major points of emphasis are:

Financial Trends

These schedules contain trend information to help the CAFR reader understand how the City of Pittsburg's financial performance and economic status have changed over time.

Revenue Capacity

These schedules contain information to help the CAFR reader evaluate factors affecting the City of Pittsburg's ability to generate its property and sales taxes and other major revenues.

Debt Capacity

These schedules present information to help the CAFR reader assess the affordability of the City of Pittsburg's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indications to help the CAFR reader understand the environment within which the City of Pittsburg's financial activities occur.

Operating Information

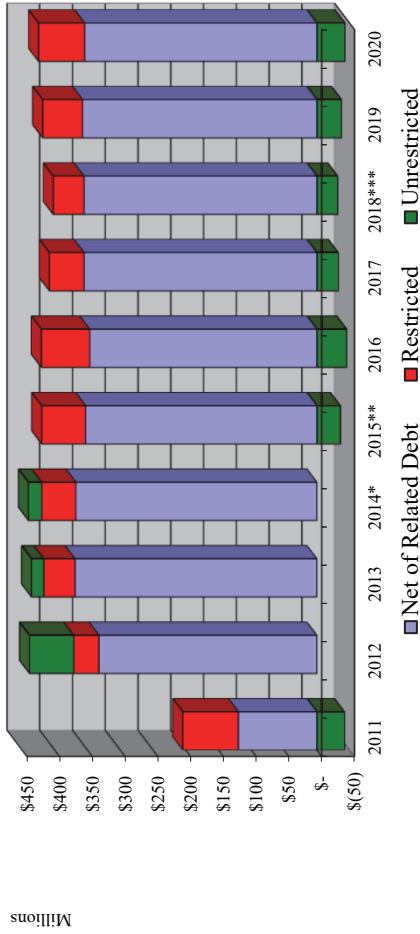
These schedules contain information about the City of Pittsburg's operations and resources to help the CAFR reader understand how the City's financial information relates to the services the City provides and the activities it performs.

*Due to the State of California's adoption of ABx1 26 on June 28, 2011, and amended by AB1484 on June 27, 2012, which suspended all new redevelopment activities except for limited specified activities as of that date and dissolves redevelopment agencies as of January 31, 2012, there will be large variances between the fiscal years 2010-2011 and fiscal year 2011-2012 for some of the statistical references. The City of Pittsburg has assumed the responsibilities as the Successor Agency to administer all post activities for the former Pittsburg Redevelopment Agency.



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

CITY OF PITTSBURG
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)



Fiscal Year Ended June 30,

■ Net of Related Debt ■ Restricted ■ Unrestricted

	2011	2012	2013	2014*	2015**	2016	2017	2018***	2019	2020
Governmental activities										
Net Investment in										
Capital Assets	\$ 46,442,103	\$ 252,487,708	\$ 281,680,787	\$ 275,604,919	\$ 268,580,073	\$ 255,982,568	\$ 253,993,565	\$ 249,540,604	\$ 248,811,743	\$ 242,952,736
Restricted	63,967,311	14,746,589	25,904,321	31,094,899	27,662,593	27,990,550	24,280,860	21,203,698	27,518,072	35,381,734
Unrestricted	(62,825,341)	58,656,185	6,994,639	8,632,467	(37,752,882)	(39,107,180)	(33,347,842)	(34,066,754)	(38,084,770)	(46,713,289)
Total governmental activities net position	\$ 47,584,073	\$ 325,890,482	\$ 314,579,747	\$ 315,332,285	\$ 258,489,784	\$ 244,865,938	\$ 244,926,583	\$ 236,677,548	\$ 238,245,045	\$ 231,621,181
Business-type activities										
Net Investment in										
Capital Assets	\$ 73,188,754	\$ 79,796,698	\$ 87,252,264	\$ 92,058,482	\$ 84,084,664	\$ 90,569,824	\$ 101,088,405	\$ 105,621,313	\$ 108,577,637	\$ 111,213,656
Restricted	20,709,344	23,822,298	21,659,904	21,038,895	39,342,518	45,659,407	28,553,531	25,743,990	33,305,962	34,914,919
Unrestricted	20,765,153	8,802,052	11,726,531	11,513,401	1,768,289	(6,475,018)	659,892	2,189,756	535,206	3,824,766
Total business-type activities net position	\$ 114,663,251	\$ 112,421,048	\$ 120,638,699	\$ 124,610,778	\$ 125,195,471	\$ 129,754,213	\$ 130,301,828	\$ 133,555,059	\$ 142,418,805	\$ 149,953,341
Primary government										
Net Investment in										
Capital Assets	\$ 119,630,857	\$ 332,284,406	\$ 368,933,051	\$ 367,663,401	\$ 352,664,737	\$ 346,552,392	\$ 355,081,970	\$ 355,161,917	\$ 357,389,380	\$ 354,166,392
Restricted	84,676,655	38,568,887	47,564,225	52,133,794	67,005,111	73,649,957	52,834,391	46,947,688	60,824,034	70,296,653
Unrestricted	(42,060,188)	67,458,237	18,721,170	20,145,868	(35,984,593)	(45,582,198)	(32,687,950)	(31,876,998)	(37,549,564)	(42,888,523)
Total primary government net position	\$ 162,247,324	\$ 438,311,530	\$ 435,218,446	\$ 439,943,063	\$ 383,685,255	\$ 374,620,151	\$ 375,228,411	\$ 370,232,607	\$ 380,663,850	\$ 381,574,522

* FY 2013-2014 Fund balances had been restated as a result of reclass of Golf Course Fund from Enterprise Fund to Special Revenue Fund. See FY 2014-15 Note 9E for details.

** FY 2014-15. The City adopted GASB 68 and 71. See FY 2014-15 Note 11 for details.

*** FY 2017-18. The City adopted GASB 75. See FY 2017-18 Note 12 for details.

CITY OF PITTSBURG
Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Expenses										
Governmental Activities:										
General Government	\$ 14,788,317	\$ 7,933,936	\$ 6,684,607	\$ 7,027,878	\$ 10,232,271	\$ 8,089,040	\$ 6,933,634	\$ 7,743,300	\$ 7,382,598	\$ 7,496,883
Public Safety	20,111,317	22,929,002	20,955,624	22,683,125	24,833,843	26,746,601	25,990,472	28,241,337	30,371,957	34,581,759
Public Works	19,975,441	16,741,235	19,679,890	16,305,801	18,213,277	19,237,901	15,776,982	14,832,846	14,998,964	16,632,134
Community Development	25,958,714	26,418,644	23,214,430	18,705,444	21,998,387	23,752,847	23,263,875	25,907,831	26,927,327	26,825,797
Culture and Recreation	476,739	595,285	699,730	806,965	862,068	1,012,670	1,019,460	1,238,030	1,206,786	1,259,446
Interest on Long Term Debt	23,519,241	13,717,168	1,026,639	1,574,056	4,074,415	4,476,644	4,378,265	4,031,806	3,374,537	4,354,271
Total Governmental Activities Expenses	104,829,769	88,335,270	72,260,920	67,103,269	80,214,261	83,315,703	77,362,688	81,995,150	84,262,169	91,150,290
Business-Type Activities:										
Water	14,449,902	14,884,762	15,518,027	16,513,159	17,477,524	18,552,726	25,929,659	18,728,126	18,893,219	20,348,775
Wastewater	2,317,726	2,442,521	2,212,309	2,490,191	2,264,022	2,583,101	3,176,015	3,027,448	3,175,703	2,931,682
Marina	2,168,789	2,405,288	2,448,483	2,230,133	2,352,274	2,424,083	2,471,440	2,369,801	2,484,823	2,548,501
Pittsburg Power*	-	-	-	5,659,707	6,670,282	6,597,065	6,569,528	6,947,359	7,502,071	7,701,669
Other-Non-Major Enterprise Funds	5,552,384	5,147,173	4,984,797	821,344	750,765	972,469	1,512,250	1,405,996	1,216,482	1,459,490
Total Business-Type Activities Expenses	24,488,801	24,879,744	25,163,616	27,714,534	29,514,867	31,129,444	39,658,892	32,478,730	33,272,298	34,990,117
Total Primary Government Expenses	\$ 129,318,570	\$ 113,215,014	\$ 97,424,536	\$ 94,817,803	\$ 109,729,128	\$ 114,445,147	\$ 117,021,580	\$ 114,473,880	\$ 117,534,467	\$ 126,140,407
Program Revenues										
Governmental Activities:										
Charges for Services:										
General Government	\$ 5,614,500	\$ 6,852,057	\$ 5,190,861	\$ 4,736,292	\$ 7,595,331	\$ 7,331,129	\$ 7,079,265	\$ 6,944,075	\$ 8,334,058	\$ 8,384,133
Public Safety	987,348	1,044,743	842,598	1,072,098	1,206,225	1,472,062	1,793,282	3,333,157	3,926,464	3,031,297
Public Works	2,755,943	3,596,128	4,356,858	905,135	524,555	772,724	668,273	768,170	2,114,166	2,043,942
Community Development	6,498,599	19,229,249	8,189,144	7,054,779	4,685,299	7,203,571	5,989,087	5,599,140	6,691,251	5,111,318
Culture and Recreation	257,627	420,047	685,418	762,357	733,235	834,970	911,855	990,982	972,829	972,829
Operating Grants and Contributions	16,926,790	12,661,954	12,104,023	13,133,883	12,699,542	13,641,846	18,154,961	17,924,456	19,071,198	18,031,974
Capital Grants and Contributions	929,465	3,997,403	314,203	979,706	48,709	545,127	3,705,925	1,132,855	897,177	822,332
Total Government Activities Program Revenues	33,970,272	47,801,581	31,683,105	28,644,250	27,492,896	31,801,429	38,302,648	36,692,835	42,007,143	38,397,825

CITY OF PITTSBURG
Changes in Net Position
(continued)
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Business-Type Activities:										
Charges for Services:										
Water	16,880,039	17,276,044	19,605,199	19,640,140	18,979,002	19,559,288	20,352,786	21,468,810	23,240,951	25,192,434
Wastewater	4,373,309	4,566,645	5,049,987	4,918,873	5,123,475	5,264,897	5,241,131	5,280,083	5,510,632	5,138,927
Marina	1,850,375	1,942,681	1,914,502	2,020,396	2,071,214	1,931,707	2,011,270	2,046,221	2,156,979	2,286,801
Pittsburg Power Co.*	-	-	-	5,913,071	6,919,807	7,162,170	7,269,448	8,005,118	8,938,923	7,534,442
WaterFront Operations**	-	-	-	-	863,297	1,408,172	1,458,623	1,490,811	1,541,154	1,579,620
Other-Non-Major Enterprise Funds***	10,513,007	5,966,340	6,204,779	519,498	-	-	-	-	-	-
Operating Grants and Contributions	-	-	-	40,000	-	270,931	200,127	139,465	179,686	109,206
Capital Grants and Contributions	309,021	205,675	2,019,849	748,904	2,145,271	1,780,581	6,026,102	-	53,000	27,347
Total Business-Type Activities Program Revenue	33,925,751	29,957,385	34,794,316	33,800,882	36,102,066	37,377,746	42,559,487	38,430,508	41,621,325	41,868,777
Total Primary Government Program Revenues	\$ 67,896,023	\$ 77,758,966	\$ 66,477,421	\$ 62,445,132	\$ 63,594,962	\$ 69,179,175	\$ 80,862,135	\$ 75,123,343	\$ 83,628,468	\$ 80,266,602

Net (Expense)/Revenue

Governmental Activities	\$ (70,859,497)	\$ (40,533,689)	\$ (40,577,815)	\$ (38,459,019)	\$ (52,721,365)	\$ (51,514,274)	\$ (39,060,040)	\$ (45,302,315)	\$ (42,255,026)	\$ (52,752,465)
Business-Type Activities	9,436,950	5,077,641	9,630,700	6,086,348	6,587,199	6,248,302	2,900,595	5,951,778	8,349,027	6,878,660
Total Primary Government Net Expense	\$ (61,422,547)	\$ (35,456,048)	\$ (30,947,115)	\$ (32,372,671)	\$ (46,134,166)	\$ (45,265,972)	\$ (36,159,445)	\$ (39,350,537)	\$ (33,905,999)	\$ (45,873,805)

*Pittsburg Power Co. was reported as Non-Major Enterprise Funds prior to FY 2014.

**Waterfront Operation was reported as Non-Major Enterprise Funds prior to FY 2015.

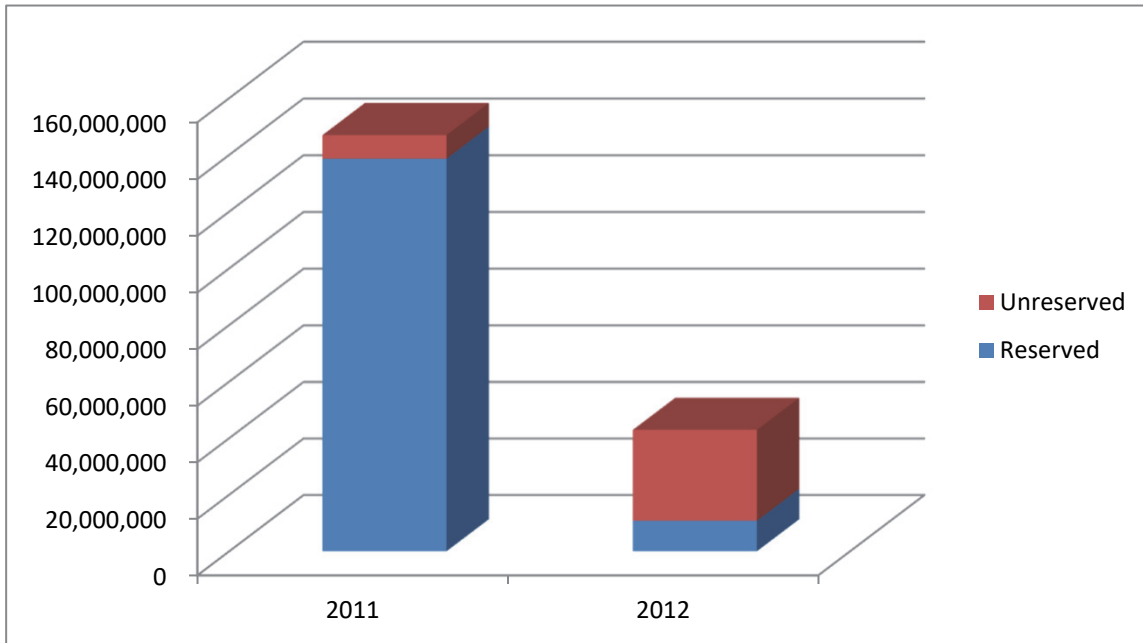
***Golf Course was reported as Non-Major Enterprise Funds prior to FY 2014 and had been reclassified to Special Revenue Fund in FY 2015.

CITY OF PITTSBURG
Changes in Net Position
(continued)
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General Revenues and Other Changes in Net Position										
Governmental Activities:										
Taxes:										
Property Taxes	\$ 40,456,473	\$ 23,507,704	\$ 2,176,998	\$ 2,613,321	\$ 3,204,965	\$ 3,300,776	\$ 3,573,822	\$ 3,972,711	\$ 4,039,499	\$ 4,082,582
Sales Taxes	5,438,354	6,168,690	11,232,622	12,563,378	11,745,524	13,112,880	13,372,246	13,616,195	14,446,467	15,771,436
Motor Vehicle In-Lieu	3,936,649	4,470,104	3,727,494	3,795,560	4,169,031	4,422,099	4,544,316	4,825,687	5,152,948	5,374,375
Transient Occupancy Tax	279,852	361,238	447,537	503,265	645,115	710,501	758,814	831,743	842,605	777,473
Nonregulatory Franchise and Business	2,660,883	3,103,823	3,890,567	4,063,561	4,327,160	4,638,074	4,706,887	4,928,647	5,118,174	5,401,845
Interest Earnings	2,314,878	1,583,156	74,095	600,555	539,473	743,082	329,042	590,186	1,802,802	1,673,126
Other	7,375,344	6,822,671	8,252,592	13,172,704	8,556,333	8,608,044	9,095,222	11,137,388	11,215,512	11,876,931
Transfers	3,957,110	273,042,911	1,681,364	2,342,747	2,677,386	2,354,972	2,774,890	1,544,688	1,204,516	1,170,833
Gain (loss) on sale of assets	(18,539,878)	-	-	-	-	-	(34,554)	15,950	-	-
Total Government Activities	47,879,665	319,060,297	31,483,269	39,655,091	35,864,987	37,890,428	39,120,685	41,463,195	43,822,523	46,128,601
Business-Type Activities:										
Interest Earnings	447,506	400,199	268,315	129,786	440,462	665,412	325,437	373,857	1,719,235	1,826,709
Transfers	(3,957,110)	(7,720,043)	(1,681,364)	(2,342,747)	(2,677,386)	(2,354,972)	(2,774,890)	(1,544,688)	(1,204,516)	(1,170,833)
Gain (loss) on sale of assets	-	-	-	98,692	63,754	-	96,473	56,375	-	-
Total Business-Type Activities	(3,509,604)	(7,319,844)	(1,413,049)	(2,114,269)	(2,173,170)	(1,689,560)	(2,352,980)	(1,114,456)	514,719	655,876
Total Primary Government	\$ 44,370,061	\$ 311,740,453	\$ 30,070,220	\$ 37,540,822	\$ 33,691,817	\$ 36,200,868	\$ 36,767,705	\$ 40,348,739	\$ 44,337,242	\$ 46,784,477
Change in Net Position										
Governmental Activities	\$ (22,979,831.61)	\$ 278,126,409.00	\$ (9,094,546.00)	\$ 1,196,072.00	\$ (16,856,378.00)	\$ (13,623,846.00)	\$ 60,645.00	\$ (3,839,120.00)	\$ 1,567,497	\$ (6,623,864)
Business-Type Activities	5,927,346	(2,242,203)	8,217,651	3,972,079	4,414,029	4,558,742	547,615	4,837,322	8,863,746	7,534,536
Total Primary Government	(17,052,486)	275,884,206	(876,895)	5,168,151	(12,442,349)	(9,065,104)	608,260	998,202	10,431,243	910,672
Prior Period Adjustment (See Note 9F)	-	-	-	-	(44,258,992)	-	-	(5,994,006)	-	-
Total Primary Government after adjustment	\$ (17,052,486)	\$ 275,884,206	\$ (876,895)	\$ 5,168,151	\$ (56,701,341)	\$ (9,065,104)	\$ 608,260	\$ (4,995,804)	\$ 10,431,243	\$ 910,672

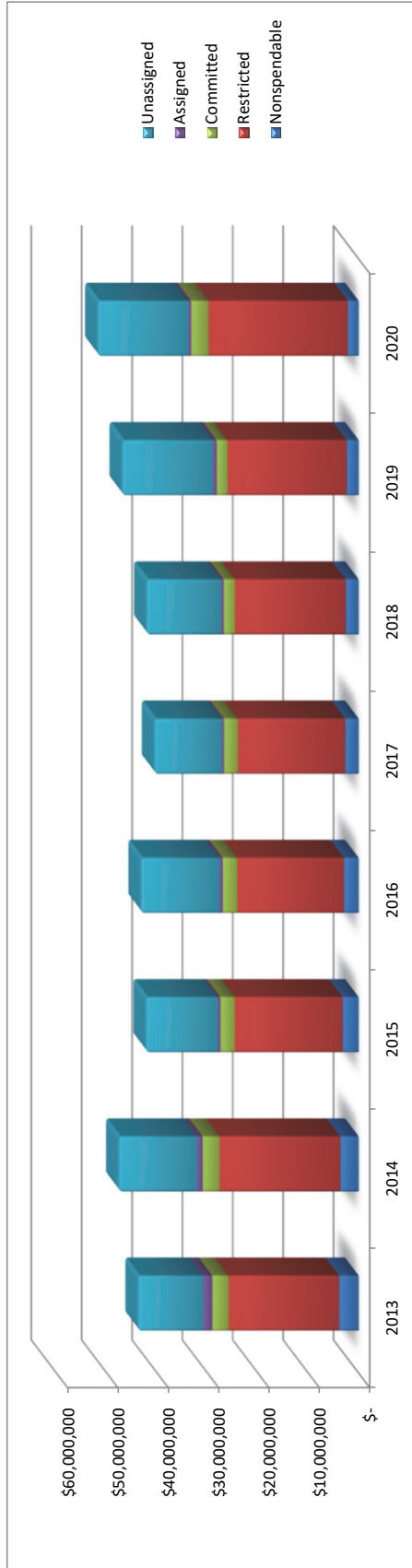
Due to the dissolution of Redevelopment Agency in Jan. 2012, trend information might be shrewd due to this one time event.
In FY 2014-15, implementation of GASB 68 & 71 resulted in prior period adjustments.
In FY 2017-18, implementation of GASB 75 resulted in prior period adjustments.

CITY OF PITTSBURG
Fund Balances of Governmental Funds
First Two Fiscal Years
(Modified Accrual Basis of Accounting)
(Pre GASB 54 Implementation)



	Fiscal Year Ended June 30,	
	2011	2012
General Fund		
Reserved	\$ 2,339,015	\$ 2,560,294
Unreserved	16,456,660	16,513,473
Total General Fund	<u>18,795,675</u>	<u>19,073,767</u>
All Other Governmental Funds		
Reserved	136,320,414	8,226,458
Unreserved, designated	(8,180,337)	15,609,271
Total all other governmental funds	<u>128,140,077</u>	<u>23,835,729</u>
Total Government Funds		
Reserved	138,659,429	10,786,752
Unreserved	8,276,323	32,122,744
Total Government Funds	<u>\$ 146,935,752</u>	<u>\$ 42,909,496</u>

CITY OF PITTSBURG
Fund Balances of Governmental Funds
Last Eight Fiscal Years
(Post GASB 54 FY2011 Implementation)



	Fiscal Year Ended June 30,							
	2013	2014	2015	2016	2017	2018	2019	2020
General Fund								
Nonspendable	\$ 823,003	\$ 294,491	\$ 291,360	\$ 272,138	\$ 272,243	\$ 263,123	\$ 346,542	\$ 336,049
Restricted	21,970,943	23,930,077	21,381,490	21,194,534	21,316,430	21,977,238	23,662,705	27,658,803
Committed	3,228,348	3,399,608	2,875,776	2,877,225	2,756,478	2,240,940	2,161,973	3,473,472
Assigned	220,995	56,642	47,972	14,354	29,349	42,127	3,586	37,090
Unassigned	(677,255)	(706,698)	(486,548)	(455,164)	(3,745,132)	(3,740,451)	(3,755,741)	(3,909,750)
Total all other governmental funds	25,566,034	26,974,120	24,110,050	23,903,087	20,629,368	20,782,977	22,419,065	27,595,664
All Other Governmental Funds								
Nonspendable	\$ 823,003	\$ 294,491	\$ 291,360	\$ 272,138	\$ 272,243	\$ 263,123	\$ 346,542	\$ 336,049
Restricted	21,970,943	23,930,077	21,381,490	21,194,534	21,316,430	21,977,238	23,662,705	27,658,803
Committed	3,228,348	3,399,608	2,875,776	2,877,225	2,756,478	2,240,940	2,161,973	3,473,472
Assigned	220,995	56,642	47,972	14,354	29,349	42,127	3,586	37,090
Unassigned	(677,255)	(706,698)	(486,548)	(455,164)	(3,745,132)	(3,740,451)	(3,755,741)	(3,909,750)
Total all other governmental funds	25,566,034	26,974,120	24,110,050	23,903,087	20,629,368	20,782,977	22,419,065	27,595,664
Total Government Funds								
Nonspendable	\$ 3,877,211	\$ 3,665,420	\$ 3,195,438	\$ 2,914,702	\$ 2,682,939	\$ 2,563,451	\$ 2,377,938	\$ 2,153,137
Restricted	21,970,943	23,930,077	21,381,490	21,194,534	21,316,430	21,977,238	23,662,705	27,658,803
Committed	3,228,348	3,399,608	2,875,776	2,877,225	2,756,478	2,240,940	2,161,973	3,473,472
Assigned	1,795,727	1,114,315	586,166	680,840	464,127	570,204	805,737	610,159
Unassigned	12,867,496	15,478,370	14,127,435	15,502,048	13,292,151	14,686,206	17,897,178	17,850,678
Total Fund Balances	\$ 43,739,725	\$ 47,587,790	\$ 42,166,305	\$ 43,169,349	\$ 40,512,125	\$ 42,038,039	\$ 46,905,531	\$ 51,746,249

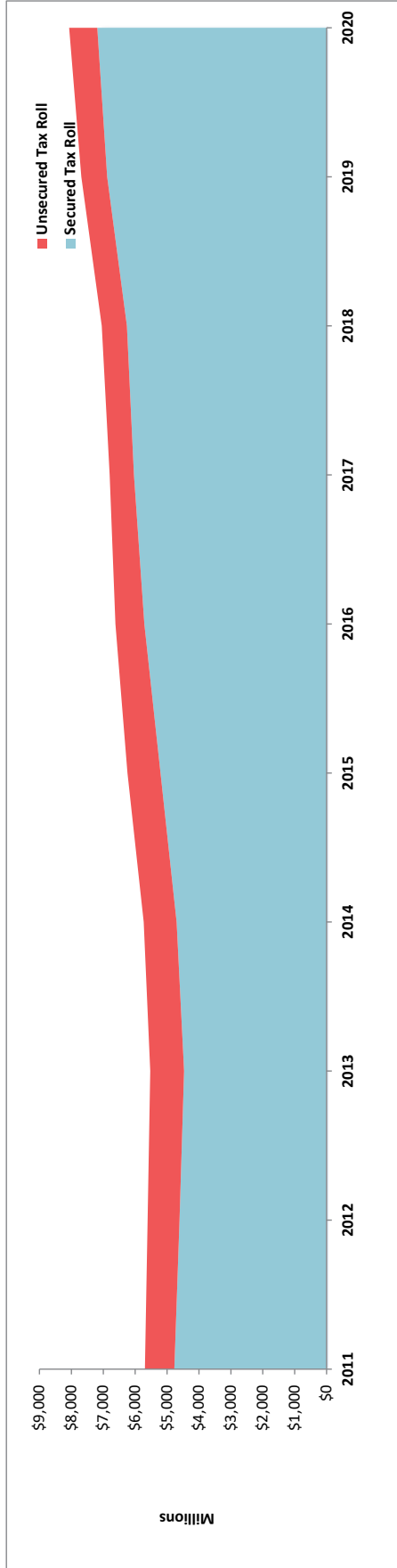
See Note on Statistics Introduction Tab which explains the Jan 2012 RDA Dissolution by State of California
For additional detail on Fund Classifications, see Note 9 of Notes to Basic Financial Statements

CITY OF PITTSBURG
Changes in Fund Balance of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)
 {in thousands}

	2011	2012 *	2013	2014	2015	2016	2017	2018	2019	2020
Revenues										
Taxes	\$ 56,023	\$ 40,582	\$ 29,727	\$ 31,968	\$ 32,648	\$ 34,792	\$ 31,624	\$ 33,503	\$ 34,437	\$ 36,642
Licenses, permits and fees	2,120	2,794	3,633	1,888	1,635	2,566	3,532	1,812	3,005	2,341
Fines and forfeitures	175	187	168	187	172	325	308	433	415	561
Use of money and property	2,764	1,689	61	615	542	743	329	590	1,670	1,600
Intergovernmental revenues	23,118	27,584	17,627	16,060	14,135	15,455	24,098	25,854	29,460	28,300
Charges for services	6,205	4,071	7,333	7,400	9,984	10,126	9,894	9,621	10,360	10,075
Other	3,738	7,557	3,484	3,432	3,027	4,019	3,957	4,907	7,570	4,459
Total Revenues	94,143	84,464	62,033	61,550	62,143	68,026	73,742	76,720	86,917	83,978
Expenditures										
Current:										
General government	13,528	12,496	3,869	5,454	8,217	6,740	7,321	6,298	6,157	7,771
Public safety	19,253	19,536	19,580	20,842	23,149	24,797	25,895	27,721	30,107	30,937
Public works	11,947	6,609	5,849	7,371	8,469	7,107	7,859	8,102	9,256	8,094
Community development	38,541	29,535	27,909	22,388	22,286	22,393	25,440	25,667	28,055	27,149
Culture and recreation	476	595	1,855	733	700	862	1,019	862	1,019	1,207
Capital outlay	10,262	4,901	1,446	813	3,474	2,738	6,600	3,429	3,959	1,078
Debt service:										
Principal repayment	9,667	11,485	375	450	589	2,016	2,083	2,155	2,227	2,308
Interest and fiscal charges	23,121	13,598	1,609	1,588	2,890	2,315	2,264	1,999	1,982	1,919
Total Expenditures	126,795	98,755	62,492	59,639	69,774	68,968	78,481	76,233	82,762	80,463
Excess (deficiency) of revenues over (under) expenditures	(32,652)	(14,291)	(459)	1,911	(7,631)	(942)	(4,739)	487	4,155	3,515
Other Financing Sources (Uses)										
Transfers in	68,170	45,327	7,235	5,084	6,547	6,814	6,875	6,830	8,477	9,579
Transfers (out)	(63,633)	(37,343)	(5,950)	(3,169)	(4,499)	(4,869)	(4,793)	(5,808)	(7,813)	(8,253)
Refunding tax allocation bonds	-	-	-	-	-	-	-	-	-	-
Tax allocation bonds issued	-	-	-	-	-	-	-	-	-	-
Sale of capital assets	(18,553)	2,211	4	22	4	-	-	17	48	-
Total other financing sources (uses)	(14,016)	10,195	1,289	1,937	2,052	1,945	2,082	1,039	712	1,326
Net Change in fund balances before	\$ (46,668)	\$ (4,096)	\$ 830	\$ 3,848	\$ (5,579)	\$ 1,003	\$ (2,657)	\$ 1,526	\$ 4,867	\$ 4,841
<i>Extraordinary Items (Note 4)</i>										
Assets Transferred to Housing Successor		\$ (2,002)								
Liabilities Assumed by Successor Agency		(97,928)								
Net Change in Fund Balances		\$ (104,026)								
Debt service as a percentage of noncapital expenditures	31.9%	25.9%	3.3%	3.5%	5.2%	6.5%	6.0%	5.7%	5.3%	5.3%

* Intergovernmental Revenues Re-classified to Program Income & Other Taxes
 RDA no longer classified as Government fund due to dissolution in FY 2011-2012.

CITY OF PITTSBURG
Assessed and Estimated Actual
Value of Taxable Property
Last Ten Fiscal Years



1015

Fiscal Year	Secured Tax Roll			Unsecured Tax Roll	GROSS Tax Roll	LESS: Exemptions		NET Assessed Valuation ***	Total Direct Tax Rate ***
	Land	Improvements	Personal Property			HOPTR *	Others		
2011	\$ 1,271,652,002	\$ 3,468,075,002	\$ 32,556,725	\$ 921,168,099	\$ 5,693,451,828	\$ 64,704,851	\$ 174,568,314	\$ 5,454,178,663	0.73265
2012	1,199,342,285	3,380,327,868	29,398,082	1,000,793,072	5,609,861,307	62,930,462	163,259,839	5,383,671,006	0.73307
2013	1,154,280,061	3,284,318,842	29,454,784	1,058,290,739	5,526,344,426	61,050,228	167,858,949	5,297,435,249	0.72809
2014	1,244,373,590	3,426,800,074	29,431,527	1,030,705,786	5,731,310,977	58,985,158	184,163,403	5,488,162,416	0.17411
2015	1,431,988,767	3,744,776,351	29,751,906	1,033,971,545	6,240,488,569	57,725,918	187,268,875	5,995,493,776	0.14854
2016	1,596,856,457	4,088,152,986	28,100,163	905,755,131	6,618,864,737	57,212,685	195,920,004	6,365,732,048	0.15020
2017	1,734,578,352	4,271,018,852	31,382,377	763,128,074	6,800,107,655	56,350,900	203,066,563	6,540,690,192	0.15142
2018	1,912,263,271	4,316,648,943	30,152,799	789,812,811	7,048,877,824	55,968,158	206,618,682	6,786,290,984	0.15305
2019	2,097,264,749	4,752,331,104	29,396,436	808,915,163	7,687,907,452	55,103,121	206,894,237	7,425,910,094	0.15419
2020	2,244,198,055	4,919,701,883	24,764,994	882,038,216	8,070,703,148	54,749,068	291,513,686	7,724,440,394	0.15451

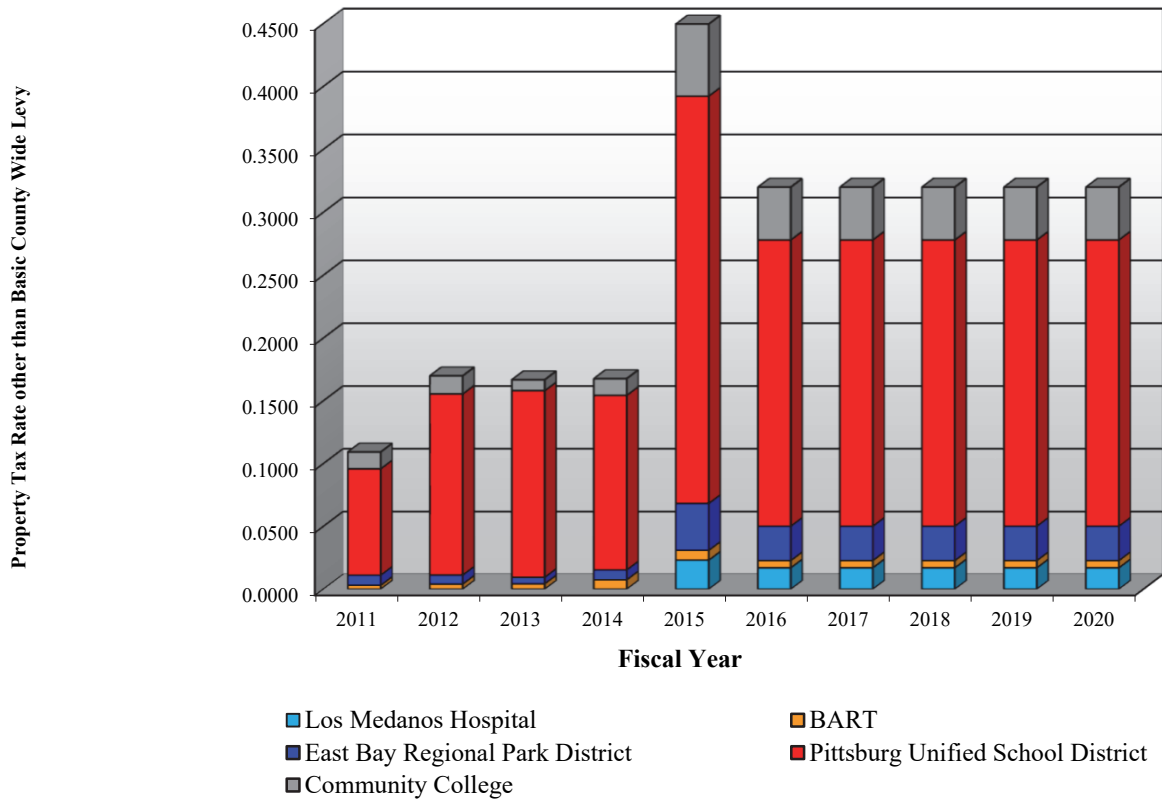
* Homeowners' Property Tax Relief

** Direct Tax Rate for FY 14-15 has been updated to reflect the AB8 adjustment for the first time on 2014-15 tax roll after CAFR was issued.

The State Constitution requires property to be assessed at one hundred percent of the most recent purchase price, plus an increment of no more than two percent annually, plus any local over-rides. These values are considered to be full market values. California cities do not set their own direct tax rate. The state constitution establishes the rate at 1% and allocates a portion of that amount, by an annual calculation, to all the taxing entities within a tax rate area. Beginning in 2013/14 the total Direct Rate no longer includes revenue generated from the former redevelopment tax rate areas. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For the purposes of this report, residual revenue is assumed to be distributed to the City in the same proportions as general fund revenue.

Source: Contra Costa County Auditor Controller Office Certificate of Assessed Valuations

CITY OF PITTSBURG
Property Tax Rates
All Overlapping Governments
Last Ten Fiscal Years



Fiscal Year	Basic County Wide Levy	Pittsburg Direct Rate*	Los Medanos Hospital	Bay Area Rapid Transit	East Bay Regional Park District	Pittsburg Unified School District	Community College	Total
2011	1.0000	0.73265	0.0000	0.0031	0.0080	0.0848	0.0133	1.8388
2012	1.0000	0.73307	0.0000	0.0041	0.0071	0.1443	0.0144	1.8989
2013	1.0000	0.72809	0.0000	0.0043	0.0051	0.1487	0.0087	1.8906
2014	1.0000	0.17411	0.0000	0.0075	0.0078	0.1391	0.0133	1.3343
2015	1.0000	0.14854	0.0231	0.0079	0.0373	0.3241	0.0572	1.5902
2016	1.0000	0.15020	0.0170	0.0058	0.0273	0.2280	0.0419	1.4644
2017	1.0000	0.15142	0.0170	0.0058	0.0273	0.2280	0.0419	1.4656
2018	1.0000	0.15142	0.0170	0.0058	0.0273	0.2280	0.0419	1.4656
2019	1.0000	0.15142	0.0170	0.0058	0.0273	0.2280	0.0419	1.4656
2020	1.0000	0.15142	0.0170	0.0058	0.0273	0.2280	0.0419	1.4656

* Pittsburg Direct Rate = the weighted average of City's Share of 1% levy & Redevelopment Rate

Source: Contra Costa County Assessors Office & HdL Coren & Cone

CITY OF PITTSBURG
Principal Property Tax Payers
Current Year and Nine Years Ago

Taxpayer	2019-20			2010-11		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Delta Energy Center	\$ 444,500,000	1	8.05%	\$ 444,500,000	1	9.65%
Calpine Corporation	346,393,000	2	6.28%	-	-	0.00%
USS - Posco Industries	288,709,735	3	5.23%	287,119,332	2	6.24%
Dow Agrosciences LLC	152,969,787	4	2.77%	-	-	0.00%
Untied Spiral Pipe LLC	129,226,974	5	2.34%	-	-	
Dow Chemical Company	122,061,390	6	2.21%	124,532,692	3	
Sierra Pacific Properties	95,710,229	7	1.73%	60,770,156	5	1.32%
KW Kirker Creek LLC	63,251,048	8	1.15%	63,251,048	4	1.37%
Koch Carbon LLC	54,488,986	9	0.99%	-	-	0.00%
Century Plaza Corporation	51,384,775	10	0.93%	-	-	0.00%
GWF Power System Limited Partner	-		0.00%	43,496,249	6	-
Fund VII PR Pittsburg, LLC	-		-	23,046,167	7	0.50%
Albert D Seeno Construction Co.	-		-	19,739,748	8	0.43%
FRG Presidents Park III LLC	-		-	19,173,641	9	0.42%
Contra Costa Waste Services Inc.	-		-	19,080,109	10	0.41%
Subtotal	<u>\$ 1,748,695,924</u>		<u>31.69%</u>	<u>\$ 1,104,709,142</u>		<u>10.27%</u>

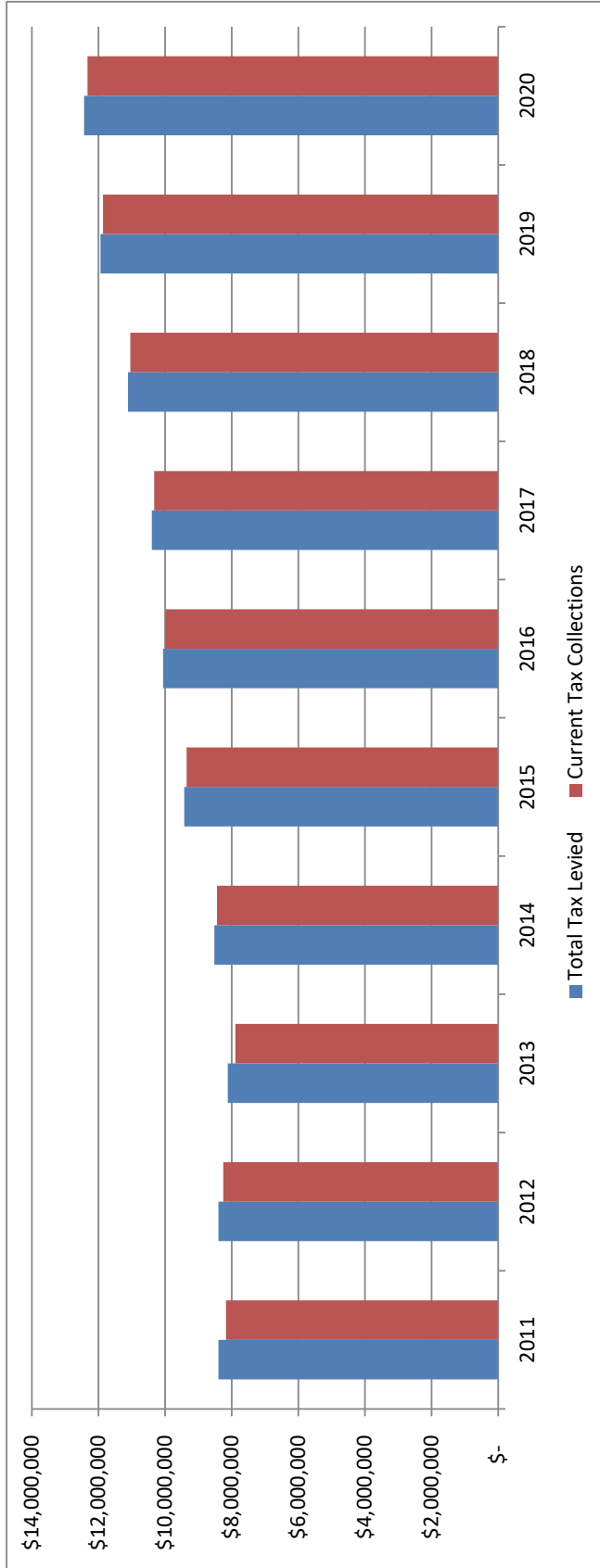
Total Net Assessed Valuation:

Fiscal Year 2019-20 \$5,518,855,294

Fiscal Year 2010-11 \$4,604,404,017

Source: HdL Coren & Cone

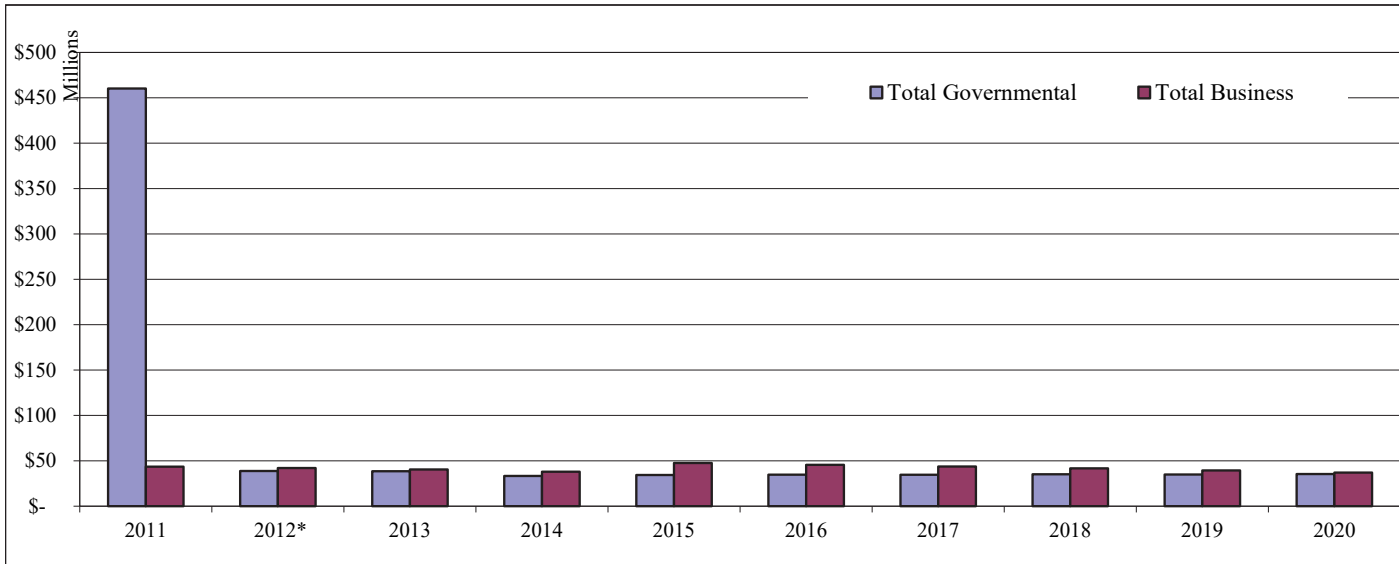
CITY OF PITTSBURG
Property Tax Levies and Collections June 30
Last Ten Fiscal Years



Fiscal Year	Total Tax Levied	Current Tax Collections	Percent of County Collected *	Total Tax Collections		Percent of Total Tax Collections To Tax Levy		Amount Delinquent		Percent % Delinquent
				\$		\$		\$		
2011	\$ 8,398,671	\$ 8,171,082	97.29%	\$ 8,171,082	97.29%	\$ 227,589	2.71%			
2012	8,399,298	8,255,063	98.28%	8,255,063	98.28%	144,235	1.72%			
2013	8,119,308	7,891,110	97.19%	7,891,110	97.19%	228,198	2.81%			
2014	8,520,700	8,441,966	99.08%	8,441,966	99.08%	78,734	0.92%			
2015	9,425,580	9,353,530	99.24%	9,353,530	99.24%	72,050	0.76%			
2016	10,060,215	9,991,126	99.31%	9,991,126	99.31%	72,008	0.72%			
2017	10,398,911	10,327,316	99.31%	10,327,316	99.31%	71,496	0.69%			
2018	11,112,284	11,044,802	99.39%	11,044,802	99.39%	67,482	0.61%			
2019	11,939,625	11,862,801	99.36%	11,862,801	99.36%	76,824	0.64%			
2020	12,432,680	12,331,075	99.18%	12,331,075	99.18%	101,605	0.82%			

* The County provides the City 100% of its tax levy under the "Teeter Plan", an agreement which allows the County to keep all interest and delinquency charges collected.

CITY OF PITTSBURG
Ratio of Outstanding Debt by Type
Last Ten Fiscal Years



Governmental Activities				
Fiscal Year	Successor Agency Bonds	Pension Obligation Bonds	City Loans/ Capital Leases	Total
2011	\$ 421,249,828	\$ 39,026,056	\$ -	\$ 460,275,884
2012*	-	38,726,056	-	38,726,056
2013	-	38,351,056	139,171	38,490,227
2014	-	33,157,051	105,815	33,262,866
2015	-	33,826,975	538,686	34,365,661
2016	-	34,036,850	646,382	34,683,232
2017	-	34,104,558	504,189	34,608,747
2018	-	34,030,018	1,089,735	35,119,753
2019	-	33,260,642	1,595,000	34,855,642
2020	-	33,422,178	1,955,024	35,377,202

Business-Type Activities					Total Primary Government	Percentage of Personal Income ***	Per Capita ***
Fiscal Year	Water Revenue Bonds	Sewer Revenue Bonds **	I-Bank Loan	Total			
2011	\$ 35,515,000	\$ 8,025,000	\$ -	\$ 43,540,000	\$ 503,815,884	0.00%	7,755
2012	34,580,000	7,420,000	-	42,000,000	80,726,056	0.00%	1,284
2013	33,620,000	6,800,000	-	40,420,000	78,910,227	0.00%	1,220
2014	32,610,000	5,342,000	-	37,952,000	71,214,866	0.00%	1,085
2015	31,575,000	4,601,000	11,387,398	47,563,398	81,929,059	0.00%	1,228
2016	30,485,000	3,864,000	11,167,171	45,516,171	80,199,403	0.00%	1,177
2017	29,605,000	3,111,000	10,939,216	43,655,216	78,263,963	0.00%	1,127
2018	28,650,000	2,350,000	10,703,258	41,703,258	76,823,011	0.00%	1,087
2019	27,335,000	1,578,000	10,459,018	39,372,018	74,227,660	0.00%	1,029
2020	25,975,000	796,000	10,206,206	36,977,206	72,354,408	0.00%	999

Note : Debt amounts exclude any premiums, discounts, or other amortization amounts.

*With the dissolution of RDA in January 2012, the debts related to Former RDA moved to Successor Agency

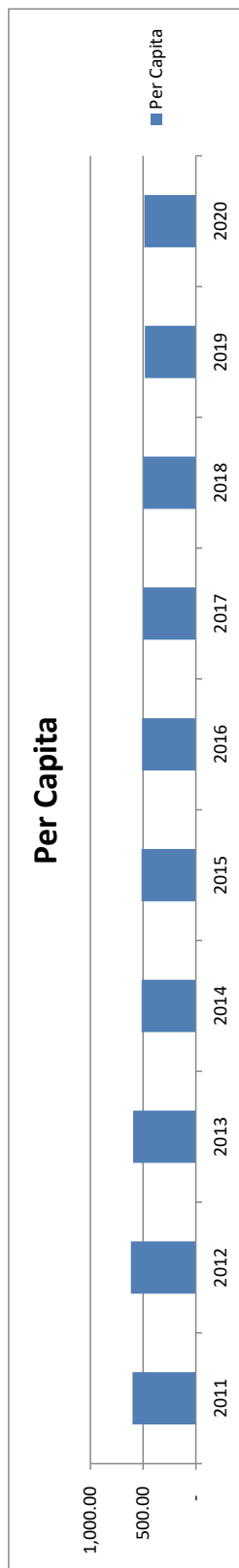
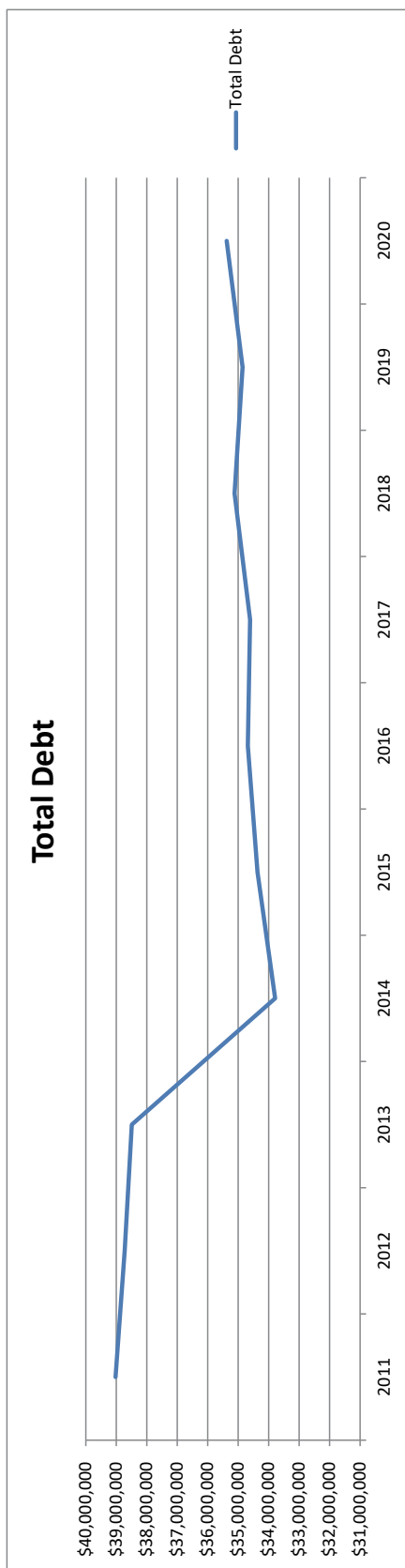
**Sewer Revenue Bond was fully defeased as of June 30, 2014. It has been replaced with a private placement debt.

*** See Schedule of Demographic and Economic Statistics for personal income and population data.

Please refer to Note 7 for further information.

Sources: City of Pittsburgh
State of California, Department of Finance (population)
U.S. Department of commerce, Bureau of the Census (income)

CITY OF PITTSBURGH
Ratio of General Government Debt Outstanding
Last Ten Fiscal Years*



General Government Debt Outstanding															Percentage of	
Fiscal Year	POB Bonds *	Capital Lease	CEC Energy	PG&E Energy	Capital Lease	Capital Lease	Capital Lease	Capital Lease	Capital Lease	Total Debt	Total Gross Revenue	Per Capita	Debt Per Assessed Value			
		Street Sweeper														

* The 2006 Pension Obligation Bonds (POB) includes the accreted amount of Capital Appreciation Bonds.
 ** FY 17 and 18 percent rates restated to reflect the correct revenue.

CITY OF PITTSBURG
Computation of Direct and Overlapping Debt
June 30, 2020

2019-20 Assessed Valuation (2) \$2,630,877,100

	Total Debt Outstanding 6/30/2020	Percentage Applicable To City of Pittsburg (1)	Amount Applicable To City of Pittsburg
Direct Debt			
2006 PENSION OBLIGATION BONDS	\$ 33,422,178	100.000%	\$ 33,422,178
CAPITAL LEASES-STREET SWEEPER/VOIP/FLEET VEHICLES	1,644,371	100.000%	1,644,371
ENERGY EFFICIENT LOANS	310,653	100.000%	310,653
Sub-total Direct Debt			<u>35,377,202</u>
Overlapping Debt			
CCC PENSION OBLIGATION BOND	85,690,000	3.602%	3,086,705
CCC PFA 1998A LRB	7,825,000	3.602%	281,870
CCC PFA 1999A LRB	7,050,000	3.602%	253,953
CCC PFA 2002A LRB	4,630,000	3.602%	166,781
CCC PFA 2003A LRB	3,845,000	3.602%	138,504
CCC PFA 2007A LRB	78,015,000	3.602%	2,810,238
CCC PFA 2009A LRB	8,362,201	3.602%	301,221
CCC PFA 2010A-2 LRB	13,130,000	3.602%	472,966
CCC PFA 2010A-3 LRB	20,700,000	3.602%	745,650
CCC PFA 2010B LRB	7,425,000	3.602%	267,462
CCC PFA 2012 LRB	7,155,834	3.602%	257,766
CCC PFA 2015 A&B LRB	45,215,000	3.602%	1,628,724
CCC PFA 2017A LRB	55,815,000	3.602%	2,010,554
CCC PFA 2017B LRB	82,985,000	3.602%	2,989,266
CONTRA COSTA FIRE	40,915,000	7.828%	3,202,837
BART BOND	342,719,362	3.602%	12,345,354
EAST BAY PARK BONDS	66,651,714	3.602%	2,400,912
ANTIOCH USD SFID 2008	68,027,494	3.527%	2,399,554
ANTIOCH USD SFID 2012	52,840,000	3.527%	1,863,841
MT DIABLO 2002 BOND	260,615,000	3.945%	10,280,232
MT DIABLO 2010 BOND	282,935,218	3.945%	11,160,676
MT DIABLO 2018 BOND	20,000,000	3.945%	788,921
PITTSBURG UNIFIED 1995 BOND	11,470,000	98.790%	11,331,266
PITTSBURG UNIFIED 2004 BOND	53,415,000	98.790%	52,768,926
PITTSBURG UNIFIED 2006 BOND	148,255,000	98.790%	146,461,800
PITTSBURG UNIFIED 2010 BOND	138,968,211	98.790%	137,287,338
PITTSBURG UNIFIED 2014 2018 BOND	71,313,456	98.790%	70,450,893
CONTRA COSTA COMMUNITY COLLEGE 2002 BOND	315,283,400	3.614%	11,395,847
CONTRA COSTA COMMUNITY COLLEGE 2004 BOND	333,576,600	3.614%	12,057,050
CONTRA COSTA COMMUNITY COLLEGE 2014 BOND	183,790,000	3.614%	6,643,048
Sub-Total Overlapping Debt			<u>508,250,155</u>
Total Direct and Overlapping Debt			<u><u>\$ 543,627,357</u></u>

DEBT TO ASSESSED VALUATION RATIOS

Direct Debt	1.34%
Overlapping Debt	19.32%
Total Debt	20.66%

(1) Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. The percentage of overlapping debt applicable is estimated by using taxable assessed values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

(2) Net of \$5,148,312,362 Redevelopment Incremental Valuation

Source: HdL Coren & Cone, Contra Costa County Assessor and Auditor combined 2019/20 Lien Date Tax Rolls

CITY OF PITTSBURG
Computation of Legal Bonded Debt Margin
June 30, 2020

ASSESSED VALUATION:

Secured property assessed value, net of exempt real property (a)	\$2,630,877,100
---	-----------------

BONDED DEBT LIMIT (15% OF ASSESSED VALUE) (a)	\$394,631,565
---	---------------

AMOUNT OF DEBT SUBJECT TO LIMIT:

Total Bonded Debt (b)	\$60,193,178
-----------------------	--------------

Less:

Revenue Bonds	26,771,000
---------------	------------

	33,422,178
--	------------

LEGAL BONDED DEBT MARGIN	\$361,209,387
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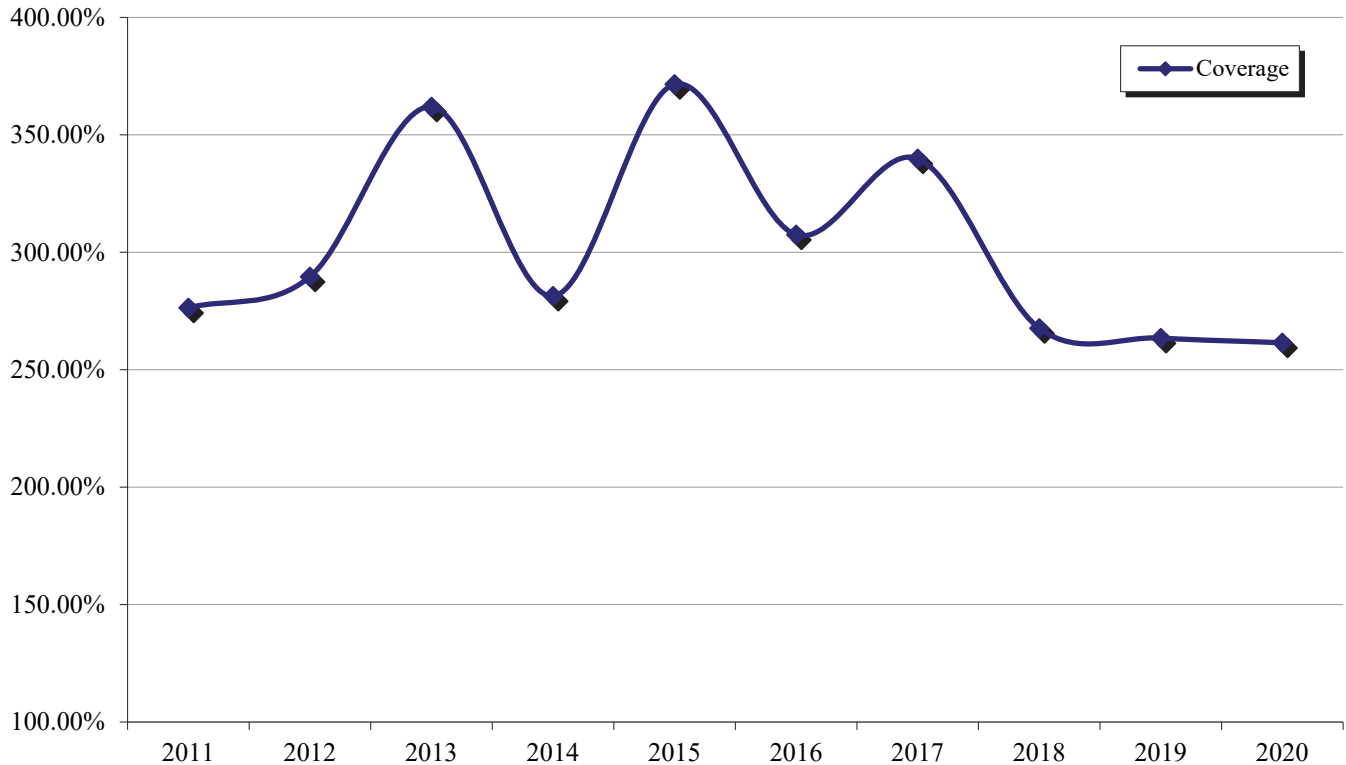
Fiscal Year	Debt Limit	Total Net Debt Applicable to Limit	Legal Debt Margin	Total net debt applicable to the limit as a percentage of debt limit
2011	\$ 274,840,138	\$ 39,026,056	\$ 235,814,082	16.55%
2012	269,782,861	38,726,056	231,056,805	16.76%
2013	264,754,003	38,351,056	226,402,947	16.94%
2014	291,468,534	33,157,051	258,311,483	12.84%
2015	320,762,569	33,826,975	286,935,594	11.79%
2016	335,737,855	34,036,850	301,701,005	11.28%
2017	340,711,533	34,104,558	306,606,975	11.12%
2018	361,299,502	34,030,018	327,269,484	10.40%
2019	381,350,504	33,260,642	348,089,862	9.56%
2020	394,631,565	33,422,178	361,209,387	9.25%

Source: City Finance Department

(a) California Government Code Section 43605 sets the limit at 15%.

(b) Upon the dissolution of the Redevelopment Agency - City of Pittsburgh effective January 31, 2012, a Successor Agency assumed the liabilities of the former Redevelopment Agency, therefore the total bonded debt and revenue bonds have decreased in all years for comparative purposes.

CITY OF PITTSBURG
Revenue Bond Coverage
Wastewater Revenue Bonds



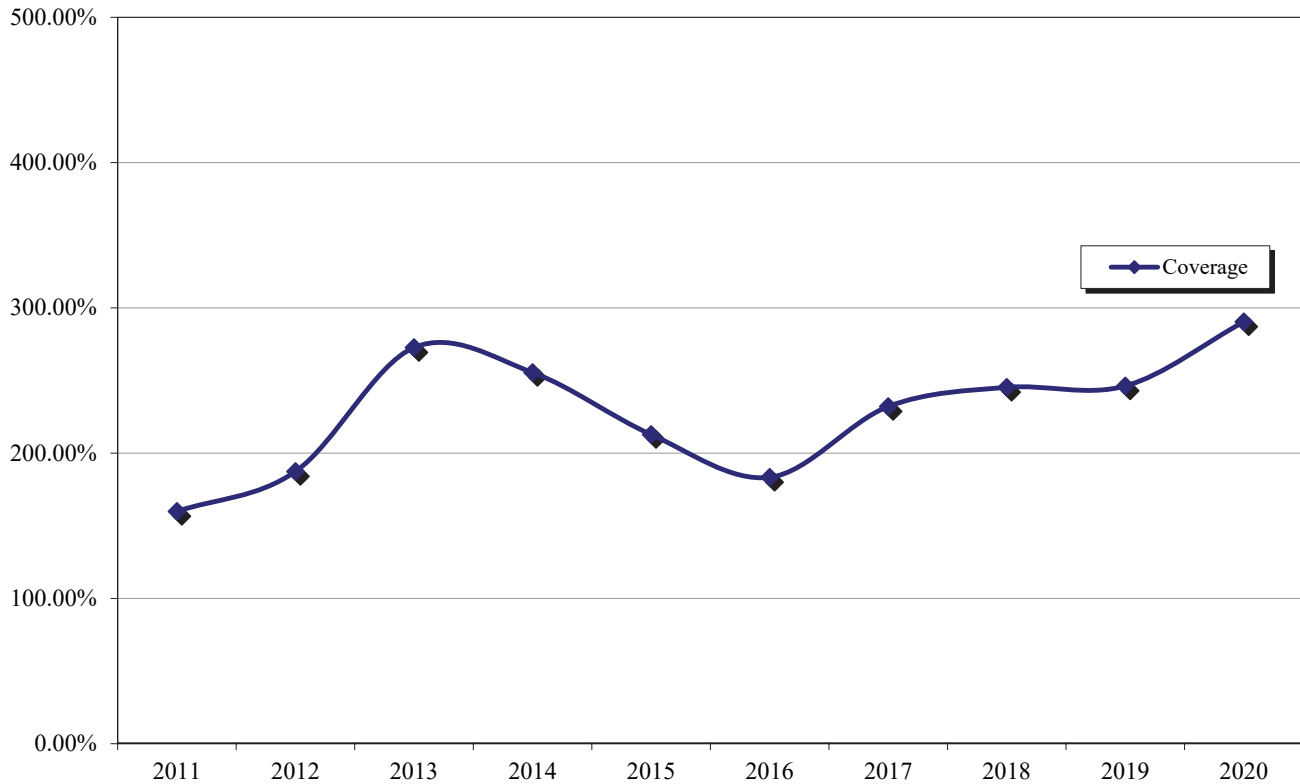
Fiscal Year	Gross Revenue	Operating Expenses	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal	Interest *	Total	
2011	\$ 4,407,092	\$ 1,846,762	\$ 2,560,330	\$ 590,000	\$ 336,436	\$ 926,436	2.76
2012	4,651,016	1,971,734	2,679,282	605,000	320,198	925,198	2.90
2013	5,111,678	1,799,354	3,312,324	620,000	295,207	915,207	3.62
2014	4,917,728	1,992,182	2,925,546	640,000	399,786	1,039,786	2.81
2015	5,022,745	1,965,165	3,057,580	741,000	81,986	822,986	3.72
2016	5,024,185	2,547,410	2,476,775	737,000	68,464	805,464	3.07
2017	5,107,869	2,355,218	2,752,651	753,000	56,986	809,986	3.40
2018	5,168,294	3,011,303	2,156,991	761,000	44,922	805,922	2.68
2019	4,939,327	2,817,905	2,121,422	772,000	33,112	805,112	2.63
2020	4,950,030	2,851,197	2,098,833	782,000	20,657	802,657	2.61

* Interest is lowered due to the refunding of the 2004 Wastewater Bond (per Resolution 14-0270 dated 6/6/14). The City executed a private Installment Sale Agreement with Bank of the West for a lower interest rate of 1.55% per annum.

Note: Coverage requirements of a least 1.20 times higher than debt service for any fiscal year.

Source: City of Pittsburgh Annual Financial Statements as analyzed by Finance Division Revenue Manager

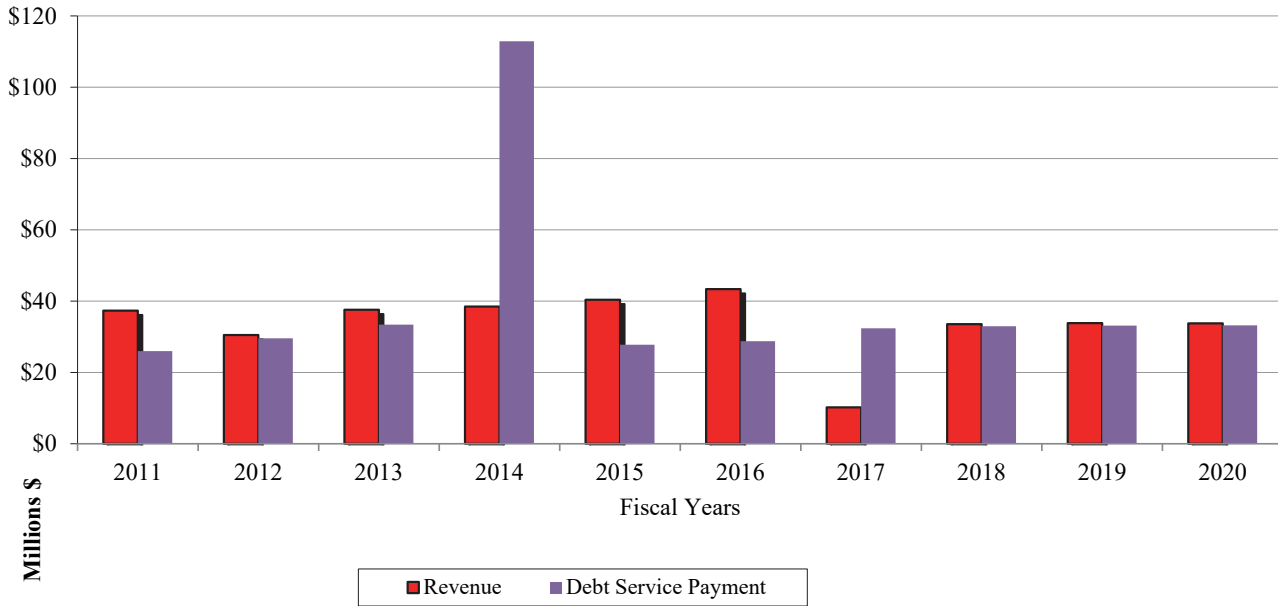
CITY OF PITTSBURG
Revenue Bond Coverage
2016 (Refunded 1997, 2005, and 2008) Water Revenue Bonds



Fiscal Year	Gross Revenue	Operating Expenses	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal	Interest	Total	
2011	\$ 16,622,010	\$ 11,087,014	\$ 5,534,996	\$ 835,000	\$ 2,626,509	\$ 3,461,509	1.60
2012	17,149,663	12,120,679	5,028,984	910,000	1,773,709	2,683,709	1.87
2013	19,205,915	12,279,325	6,926,590	960,000	1,580,278	2,540,278	2.73
2014	18,991,247	12,777,146	6,214,101	1,010,000	1,421,992	2,431,992	2.56
2015	18,272,979	12,379,283	5,893,696	1,035,000	1,734,374	2,769,374	2.13
2016	18,592,332	13,088,660	5,503,672	1,310,226	1,691,311	3,001,537	1.83
2017	19,331,187	12,933,557	6,397,630	1,472,956	1,283,708	2,756,664	2.32
2018	21,519,127	14,547,037	6,972,090	1,190,958	1,651,243	2,842,201	2.45
2019	23,369,888	15,605,367	7,764,521	1,559,240	1,594,020	3,153,260	2.46
2020	25,551,818	16,431,138	9,120,680	1,612,812	1,527,793	3,140,605	2.90

Note: This schedule has been modified to reconcile to the Revenue Manager's analysis for annual Bond Disclosures.
Source: City of Pittsburgh Annual Financial Statements as Analyzed by the Finance Division Revenue Manager

CITY OF PITTSBURG
Successor Agency Bonded Debt Pledged Revenue Coverage
Tax Allocation Bonds
Last Ten Fiscal Years



Fiscal Year	Tax Increment Revenue		Debt Service Requirements			Coverage
			Principal	Interest	Total	
2011	\$	37,342,837	\$ 9,310,000	\$ 16,683,580	\$ 25,993,580	1.44
2012		30,497,707	11,185,000	18,391,950	29,576,950	1.03
2013		37,580,423	15,595,000	17,812,924	33,407,924	1.12
2014		38,486,428	93,635,000	* 19,250,447	112,885,447	0.34
2015		40,387,530	13,355,000	** 14,415,839	27,770,839	1.45
2016		43,371,250	16,655,000	12,113,046	28,768,046	1.51
2017		10,218,501	20,250,000	12,125,192	32,375,192	0.32
2018		33,553,848	21,310,000	11,652,527	32,962,527	1.02
2019		33,840,468	22,350,000	10,795,387	33,145,387	1.02
2020		33,758,927	23,365,000	9,853,554	33,218,554	1.02

* The 2014 Tax Allocation Refunding Bond was issued to fully refunded 2003A Bonds and partly refund the 1999 CIP portion.

Refer to Note 14 for additional information on refunding.

The 2016 Refunding Bond was excluded for trending purpose

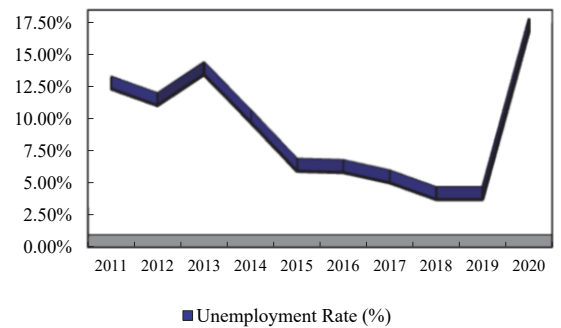
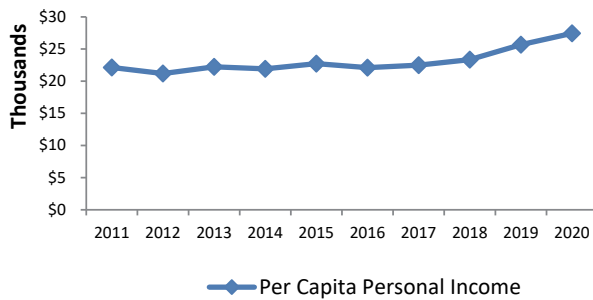
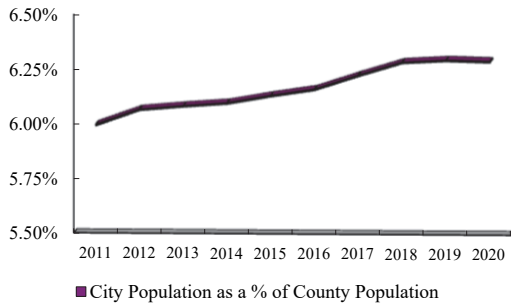
** The interest amount excludes the Letter of Credit fees and costs associated with 2016 bond refunding

Source: City of Pittsburgh Annual Financial Statements

CITY OF PITTSBURG

Demographic and Economic Statistics

Last Ten Fiscal Years



Fiscal Year	City * Population	Total ** Personal Income	Per Capita Personal Income	Unemployment*** Rate (%)	Contra Costa * County Population	Pittsburg Population % of County
2011	62,877	\$ 1,391,528,000	22,131	12.3%	1,049,025	5.99%
2012	64,660	1,370,214,000	21,191	11.0%	1,066,096	6.07%
2013	65,664	1,459,608,000	22,228	13.4%	1,079,597	6.08%
2014	66,695	1,461,822,000	21,918	9.7%	1,094,000	6.10%
2015	68,140	1,548,229,000	22,721	5.9%	1,111,339	6.13%
2016	69,424	1,534,225,000	22,099	5.8%	1,126,745	6.16%
2017	70,679	1,589,374,000	22,487	5.0%	1,135,127	6.23%
2018	72,141	1,684,104,000	23,345	3.7%	1,147,439	6.29%
2019	72,437	1,859,890,000	25,676	3.7%	1,150,215	6.30%
2020	72,588	1,991,949,000	27,442	16.8%	1,153,526	6.29%

Source: * www.uscensusbureau.com
 ** from HdL Coren Report
 *** www.homefacts.com

CITY OF PITTSBURG
Principal Employers
Current Year and Nine Years Ago

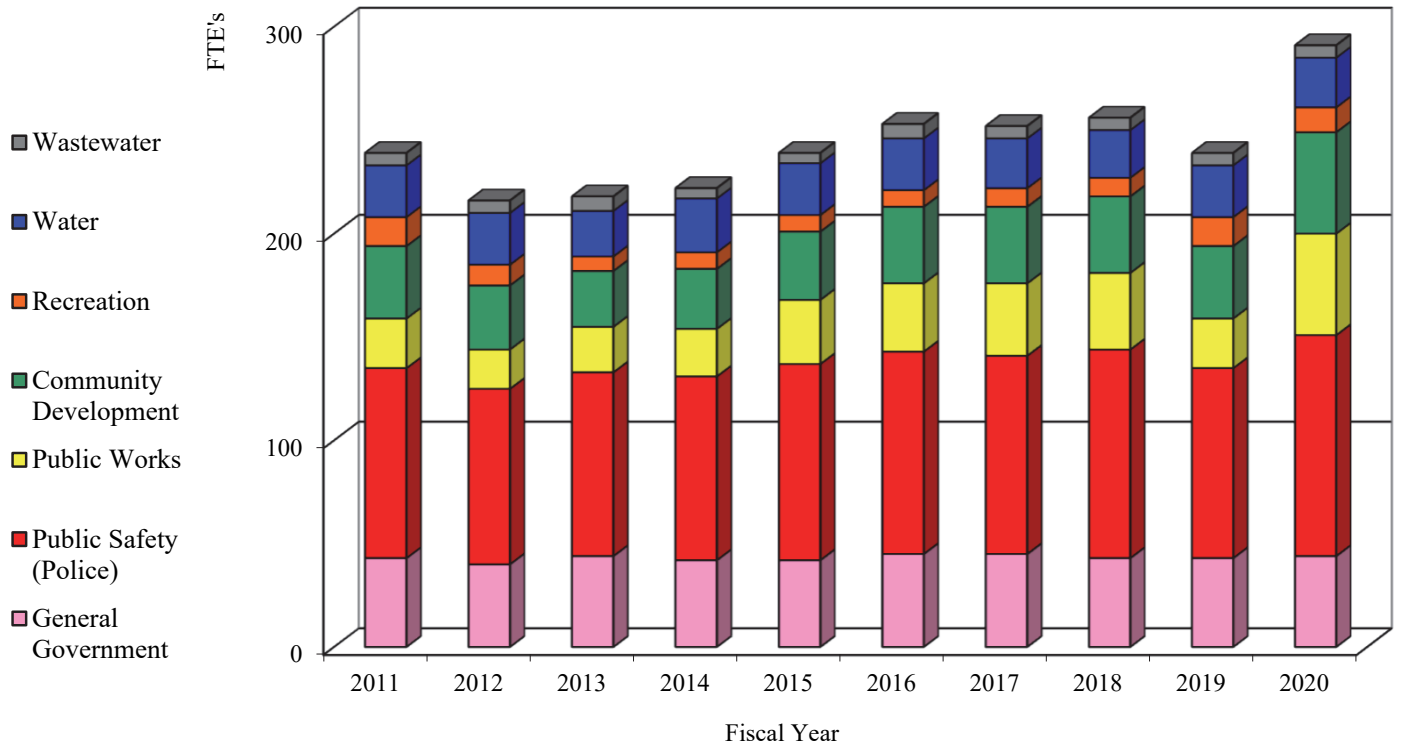
Employer	2019-20 *			2010-11 **		
	Number of Employees	Rank	Percentage of Total City Employment	Number of Employees	Rank	Percentage of Total City Employment
Pittsburg Unified School District	1,221	1	3.8%	1,200	1	4.7%
Los Medanos Community College	584	2	1.8%	472	3	1.9%
USS - Posco Industries	570	3	1.8%	680	2	2.7%
Dow Chemical Company	350	4	1.1%	425	4	1.7%
Ramar Foods	370	5	1.2%	-	-	-
City of Pittsburg	340	6	1.1%	239	6	0.9%
Walmart	222	7	0.7%	275	5	1.1%
Home Depot	188	8	0.6%	-	-	-
WinCo Foods	168	9	0.5%	-	-	-
Cardenas	143	10	0.4%	-	-	-
Target	-		-	140	7	0.6%
Safeway	-		-	114	8	0.5%
Best Buy Stores	-		-	50	9	0.2%
Contra Costa Health Center	-		-	37	10	0.1%
Subtotal	<u>4,156</u>		<u>13.0%</u>	<u>3,632</u>		<u>11.4%</u>
Employees in the City of Pittsburg	<u>31,873</u> ***			<u>25,300</u> **		

Source: * Telephone Survey by Finance Staff

**2010-11 data from CAFR

*** www.americanfactfinder.com

CITY OF PITTSBURG
Actual Full-Time Equivalent City Government Employees by Function
Last Ten Fiscal Years



Actual as June 30, 2020

Function	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
General Government	43	40	44	42	42	45	45	43	46	44
Public Safety (Police)	92	85	89	89	95	98	96	101	109	107
Public Works	24	19	22	23	31	33	35	37	35	49
Community Development	35	31	27	29	33	37	37	37	37	49
Recreation	14	10	7	8	8	8	9	9	9	12
Water	25	25	22	26	25	25	24	23	21	24
Wastewater	6	6	7	5	5	7	6	6	7	6
Total	239	216	218	222	239	253	252	256	264	291

Source: City of Pittsburgh

CITY OF PITTSBURG
Operating Indicators by Function/Program
Last Ten Fiscal Years

		2010	2011	2012	2013
Function/Program					
Public safety:					
Police:					
***	Police calls for Service	68,371	69,576	66,145	67,349
	Law violations:				
***	Part I and Part II crimes	7,445	8,069	7,622	7,081
***	Physical arrests (adult and juvenile)	3,770	4,798	4,033	3,269
***	Traffic violations (VC14601 & VC12500)	1,772	2,454	1,732	1,175
(Fire Protection is Contra Costa County)					
Public works					
	Street Re-surfacing (Miles)				14.26
	Streets Repaired (square feet)	71,809	84,420	84,001	82,314
Leisure Services:					
	Community Services:				
	Swim Participants	*	*	264	1,980
	Softball Participants	*	*	2,300	580
	Small World Park Gate Attendance	15,833	*	19,783	24,732
	Senior Center Nutrition/Exercise Class Participants	16,777	18,186	13,786	14,980 **
Water					
	Number of Meters Served	17,097	17,254	17,444	17,664
	Water Main Breaks	74	45	60	50
	Average Daily Consumption (millions of gallons)	8.5	7.9	8.5	9.1
Wastewater					
	Miles of Sewer Line (Excluding line operated by Delta Diablo District 7-A)	171	172	172	175
Solid Waste					
	Refuse Landfilled (tons per year)	49,978	45,106	46,892	52,722
	Recyclables Processed (tons per year)	33,948	35,868	37,784	42,213

*Leisure Services Data not Available due to City Reorganization and Early Retirement.

** FY 2013 & FY 2014 Number corrected. Prior CAFR reported number of classes, updated to reflect number of Participants.

*** FY 2016 Numbers corrected.

**** All numbers restated to calendar years to be in line with the DOJ - FBI Uniform Crime Report publication.

Source: City of Pittsburg Divisions & Prior Year CAFR's

2014	2015	2016	2017	2018	2019	2020
77,569	76,346	72,426	80,631	80,133	87,517	-
7,725	7,729	7,286	7,663	7,778	8,579	-
3,225	3,287	2,805	3,329	2,808	4,127	-
920	1,032	706	1,193	908	1,754	-
13.41	1.55	0.80	0	0.97	0.25	0.25
24,404	46,905	52,503	44,795	48,305	40,028	70,890
2,320	3,100	1,600 * †	2,379	2,301	2,335	6,042
850	731	590	650	616	750	-
25,780	28,420	27,666	25,050	22,839	22,999	14,108
19,339 **	22,423	20,014	11,305	16,000	17,210	36,344
17,880	18,094	18,359	18,574	18,759	18,767	19,028
59	71	80	46	32	27	44
8.2	7.8	7.3	8.6	8	8.1	8.1
177	171	176	178	179	180	181
53,753	51,564	63,500	59,559	70,982	94,092	80,347
44,213	39,313	48,500	48,500	42,811	54,940	50,306

CITY OF PITTSBURG
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

	2010	2011	2012	2013
Function/Program				
Public safety:				
Police stations	1	1	1	1
Police patrol units (Includes Unmarked)	52	52	52	55
Public works				
Miles of streets (Center Line)	157.00	157.00	165.35	165.35
Street lights (Total)	4,194	4,278	2,041	2,122
Traffic Signals	61	61	61	60
Culture and recreation:				
Community services:				
City Parks	21	21	23 *	23
City parks acreage	145	145	145	145
Roadway landscaping acreage	19	19	19	19
Regional park acreage	56	56	56	56
Regional park facilities:				
Golf courses (18 holes)	1	1	1	1
Marina Fuel Station	1	1	1	1
Community Civic Center	1	1	1	1
Senior centers	1	1	1	1
Swimming pools	1	1	1	1
Tennis courts	3	3	3	3
Water				
Storage capacity (millions of gallons)	19.3	19.3	19.3	19.3
Miles of Water Mains	222	222	224	225
Wastewater				
Miles of Storm Drains	92	93	94	95

Note: n/a denotes information is not available.

*FY 2012 # OF City Parks Corrected. 2-School Soccer Fields not included in City parks number.

** In 2016, the City remeasured all water lines using the new GIS System

Source: City of Pittsburgh Staff & Prior Year CAFR's

2014	2015	2016	2017	2018	2019	2020
1 63	1 64	1 67	1 69	1 69	1 83	1 85
165.35	163.79	164.63	169.90	169.90	169.90	169.90
4,331 61	4,358 61	4,287 63	4,287 63	4,287 63	4,287 63	4,287 63
23 145	24 147	24 147	24 147	26 322	26 322	26 322
20 56	22 56	22 56	22 56	22 56	22 56	22 56
1	1	1	1	1	1	1
1	1	1	1	1	1	1
1 1	1 1	1 1	1 1	1 1	1 1	1 1
1 3	1 3	1 3	1 3	1 3	1 3	1 3
19.3 227	19.3 229	19.3 224 **	19.3 227	19.3 227	19.3 227	19.3 227
95	101	101	103	104	104	104



CITY OF PITTSBURG
Comprehensive Annual Financial Report
June 30, 2020

**INDEPENDENT ACCOUNTANT'S REPORT ON
APPLYING AGREED UPON PROCEDURES FOR
COMPLIANCE WITH THE PROPOSITION 111
2020-2021 APPROPRIATIONS LIMIT INCREMENT**

Honorable Mayor and Members of the City Council
City of Pittsburg, California

We have performed the procedures below which were agreed to by the City of Pittsburg, California, on the Appropriations Limit Worksheet (Worksheet) for the year ended June 30, 2021. The City's management is responsible for the Worksheet. These procedures, which were suggested by the League of California Cities and presented in their Article XIII B Appropriations Limitation Uniform Guidelines, were performed solely to assist you in meeting the requirements of Section 1.5 of Article XIII B of the California Constitution. The sufficiency of these procedures is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings were as follows:

- A. We obtained the Worksheet and determined that the 2020-2021 Appropriations Limit of \$176,709,600 was calculated by using the annual adjustment, which included the change in City population option. We also determined that the Appropriations limit was adopted by Resolution of the City Council. We further determined that the inflation option was selected by a recorded vote of the Council. However, the Resolution indicated that the change in the County population was selected by a recorded vote of the Council, instead of the change in City population which was used in the calculation.
- B. We recomputed the 2020-2021 Appropriations Limit by multiplying the 2019-2020 Prior Year Appropriations Limit by the Total Growth Factor. We recomputed the Total Growth Factor by multiplying the population option by the inflation option. Had the calculation used County population change instead of the City population change, the Limit would have amounted to \$175,362,840, which would be \$1,346,760 lower than the adopted Limit.
- C. For the Worksheet, we agreed the Per Capita Income Factor, City Population Factor and County Population Factor to California State Department of Finance Worksheets.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the Worksheet. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management and the City Council and is not intended to be and should not be used by anyone other than those specified parties; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.

A handwritten signature in blue ink that reads 'Maze & Associates' in a cursive, stylized script.

Pleasant Hill, California
November 29, 2020

Accountancy Corporation
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

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CITY OF PITTSBURG
MEMORANDUM ON INTERNAL CONTROL
FOR THE YEAR ENDED JUNE 30, 2020

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**CITY OF PITTSBURG
MEMORANDUM ON INTERNAL CONTROL**

For the Year Ended June 30, 2020

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MEMORANDUM ON INTERNAL CONTROL

To the City Council of
the City of Pittsburg, California

In planning and performing our audit of the financial statements of the City of Pittsburg (City), as of and for the year ended June 30, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. However, as discussed below, we identified certain deficiency in internal control that we consider to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control included on the Schedule of Significant Deficiency to be a significant deficiency.

Included in the Schedule of Other Matters are recommendations not meeting the above definitions that we believe are opportunities for strengthening internal controls and operating efficiency.

Management's written responses included in this report have not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of management, City Council, others within the organization, and agencies and pass-through entities requiring compliance with *Government Auditing Standards*, and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in blue ink that reads 'Maze & Associates' in a cursive, stylized font.

Pleasant Hill, California
November 29, 2020

Accountancy Corporation
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

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CITY OF PITTSBURG
MEMORANDUM ON INTERNAL CONTROL
SCHEDULE OF SIGNIFICANT DEFICIENCY

2020-01 Review of Payroll Registers and Payroll Database

Criteria: Payroll registers should be reviewed by an employee who does not have edit rights in the City's payroll system and the review process should be documented in some formal manner. Also, the function of payroll processing and access to payroll database should be segregated. If the City's system does not allow such segregation, changes to the payroll database should be reviewed and approved by a person who cannot edit the database.

Condition: During our audit, we found that five staff in the Finance Department can edit the payroll database, including two who process payroll. In addition, the City does not have a formal review processes for both payroll registers and changes made to the payroll database.

Cause: We understand that City staff did not realize that these review processes were necessary as the City's Human Resources Department is tasked with making changes to the payroll database.

Effect: Without proper review of payroll registers and payroll database changes, errors, mistakes, and unauthorized transactions may not be detected.

Recommendation: We recommend that the City establish procedures to have an employee, who does not have edit rights in the City's payroll system, to review the payroll register after every payroll run. Also, an employee who cannot edit the payroll database should review changes to the database to ensure that the changes made are authorized. If it is deemed impossible to implement the above recommendation under the current staffing situation, a cross-review of the payroll database should be performed by the two employees who process payroll.

Management's Response: The City concurs with the finding and recommendation. Review of the payroll register after every payroll run is primarily assigned to Manager of Accounting and Budget who can edit the database. During assignee's absence, the other two managers who also have edit rights serve as backup reviewer. To detect unauthorized transactions, Payroll Changes report will be reviewed by Financial Analyst who does not have rights to edit.

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**CITY OF PITTSBURG
MEMORANDUM ON INTERNAL CONTROL**

SCHEDULE OF OTHER MATTERS

NEW GASB PRONOUNCEMENTS OR PRONOUNCEMENTS NOT YET EFFECTIVE

The following comment represents new pronouncements taking affect in the next few years. We have cited them here to keep you informed of developments:

GASB 84 – *Fiduciary Activities*

The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

GASB 90 – *Majority Equity Interests*—(an amendment of GASB Statements No. 14 and No. 61)

The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value.

EFFECTIVE FISCAL YEAR 2021/22:

GASB 87 – *Leases*

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

**CITY OF PITTSBURG
MEMORANDUM ON INTERNAL CONTROL**

SCHEDULE OF OTHER MATTERS

GASB 89 – Accounting for Interest Cost Incurred before the End of a Construction Period

The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

GASB 92 – Omnibus 2020

The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics and includes specific provisions about the following:

GASB 93 – Replacement of Interbank Offered Rates

Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)—most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate.

Statement No. 53, Accounting and Financial Reporting for Derivative Instruments, as amended, requires a government to terminate hedge accounting when it renegotiates or amends a critical term of a hedging derivative instrument, such as the reference rate of a hedging derivative instrument's variable payment. In addition, in accordance with Statement No. 87, Leases, as amended, replacement of the rate on which variable payments depend in a lease contract would require a government to apply the provisions for lease modifications, including remeasurement of the lease liability or lease receivable.

The objective of this Statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR.

CITY OF PITTSBURG
MEMORANDUM ON INTERNAL CONTROL

SCHEDULE OF OTHER MATTERS

GASB 97 – *Certain Component Unit Criteria, and Accounting for and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*

The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

EFFECTIVE FISCAL YEAR 2022/23:

GASB 91 – *Conduit Debt Obligations*

The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

GASB 94 – *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*

The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Some PPPs meet the definition of a service concession arrangement (SCA), which the Board defines in this Statement as a PPP in which (1) the operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement.

This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). As defined in this Statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction.

**CITY OF PITTSBURG
MEMORANDUM ON INTERNAL CONTROL**

SCHEDULE OF OTHER MATTERS

GASB 96 – Subscription-Based Information Technology Arrangements

This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.

CITY OF PITTSBURG
REQUIRED COMMUNICATIONS
FOR THE YEAR ENDED JUNE 30, 2020

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**CITY OF PITTSBURG
REQUIRED COMMUNICATIONS**

For The Year Ended June 30, 2020

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REQUIRED COMMUNICATIONS

To the City Council of
the City of Pittsburg, California

We have audited the basic financial statements of the City of Pittsburg, California (City), for the year ended June 30, 2020. Professional standards require that we communicate to you the following information related to our audit under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance.

Significant Audit Findings

Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year, except as indicated below.

The following Governmental Accounting Standards Board (GASB) pronouncements became effective, but did not have a material effect on the financial statements.

GASB 95 – *Postponement of the Effective Dates of Certain Authoritative Guidance*

The primary objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later.

The City implemented the provisions of Statement No. 95 in fiscal year 2019-20.

Unusual Transactions, Controversial or Emerging Areas

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period. However, events that occurred during fiscal year June 30, 2020 discussed below could have an impact on the financial statements:

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of businesses and shelter in place orders for all but those deemed essential services. While the business disruption is currently expected to be temporary, there is considerable uncertainty around the duration of the closings and shelter in place orders. As of the date of this report, the closings of businesses and shelter in place orders have been in effect through the fourth quarter of fiscal year 2019-20 and the first two quarters of fiscal year 2020-21. The full impact of the COVID-19 pandemic will unfold in the near future as reports are received on the health of the real estate market and the impact on property values: the payments of various taxes such as property, sales, transient occupancy, and use; and the retail activity, especially what is typically seen through the holidays. City Management believes that they are actively monitoring the global situation on its financial condition. However, the ultimate financial impact and duration cannot be reasonably estimated at this time.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Estimated Net Pension Liabilities and Pension-Related Deferred Outflows and Inflows of Resources: Management's estimate of the net pension liabilities and deferred outflows/inflows of resources are disclosed in Note 11 to the financial statements and are based on accounting valuations determined by the California Public Employees Retirement System, which are based on the experience of the City. We evaluated the key factors and assumptions used to develop the estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole.

Estimated Net OPEB Liabilities and OPEB-Related Deferred Outflows and Inflows of Resources: Management's estimate of the net OPEB liabilities and deferred outflows/inflows of resources are disclosed in Note 12 to the financial statements and are based on actuarial studies determined by a consultant, which are based on the experience of the City. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Estimated Liability for Claims Payable: Management's estimate of the liability for claims payable is disclosed in Note 10 to the financial statements and is based on actuarial studies determined by a consultant, which is based on the claims experience of the City. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Estimate of Depreciation: Management's estimate of the depreciation is based on useful lives determined by management. These lives have been determined by management based on the expected useful life of assets as disclosed in Note 1 to the financial statements. We evaluated the key factors and assumptions used to develop the depreciation estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Disclosures

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Except for the adjustment made to the long-term obligation balance of the Successor Agency to the Redevelopment Agency Private-Purpose Trust Fund, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Professional standards require us to accumulate all known and likely uncorrected misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We have no such misstatements to report to the City Council.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in a management representation letter dated November 29, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Information Accompanying the Financial Statements

We applied certain limited procedures to the required supplementary information that accompanies and supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the required supplementary information and do not express an opinion or provide any assurance on the required supplementary information.

We were engaged to report on the supplementary information, which accompanies the financial statements but are not required supplementary information. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory and Statistical Sections which accompany the financial statements, but are not required supplementary information. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and accordingly, we do not express an opinion or provide any assurance on them.

This information is intended solely for the use of City Council and management and is not intended to be, and should not be, used by anyone other than these specified parties.

Maze & Associates

Pleasant Hill, California
November 29, 2020



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve the City Hall Boiler Replacement Project and Authorize the City Manager to Negotiate and Execute a Contract with California Boiler Works of Clayton, California

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

The City Hall Boiler Replacement Project involves removing and replacing two large boilers that provide heat for the City Hall building. This resolution will authorize the City Manager to negotiate and execute a contract for replacement and installation of new boilers in an amount not to exceed \$250,000.

FISCAL IMPACT

There is an urgent need to replace two boilers that provide heat to City Hall. Staff estimates the cost for the project including contingency for unforeseen expenses to be \$250,000. Staff solicited proposals and received responses from three vendors. There are sufficient funds in the Building Maintenance Fund (Fund 621) to accommodate this purchase.

RECOMMENDATION

City Council adopt the attached resolution approving a project for replacement of two boilers and other associated work with an approved budget of \$250,000 and authorizing the City Manager to negotiate and execute a contract with California Boiler Works of Clayton, California.

BACKGROUND

The current heating, ventilation, and air conditioning (HVAC) system at City Hall has experienced several significant failures in recent years. On November 30, two boilers that are necessary to provide heat for City Hall failed. One has been returned to partial service, but immediate replacement of both boilers is necessary for the heating system to function reliably.

Staff developed specifications and solicited bids from three contractors to provide an emergency quote to replace both boilers. Staff received responses from Pyro Combustion and Controls of Modesto, Golden State Refractory and Mechanical of Bakersfield, and California Boiler Works of Clayton.

Each of the contractors offered two options: installation of both boilers at the same time, which is less expensive, but City Hall would be without heat for 7 to 10 days, and installation in two stages that will require more time to complete but will involve far less interruption in service.

A summary of the bid results is attached to this report.

The Project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under, "Existing Facilities" of State CEQA Guidelines Section 15301 (d).

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Replacement of the two boilers at City Hall is necessary to efficiently operate the heating system in the building and replace the current equipment, which has failed.

Staff developed specifications for replacement equipment to be consistent with the City Hall HVAC system and received three proposals from vendors. The estimated cost for the project is \$250,000 and includes a contingency amount for unforeseen expenses related to the project. Any unexpended funds after the project is complete will remain in the Building Maintenance Fund.

Staff has reviewed the proposals received and identified California Boiler Works as the lowest responsive, responsible bidder.

If the resolution is approved, the City Manager will be authorized to negotiate and execute a purchase and installation contract for replacement of two boilers in an amount not to exceed \$250,000.

ATTACHMENTS: Resolution
 Bid Summary
 Golden State City Hall
 Pyro City Hall
 Pyro 2 City Hall
 CBW Job 2009
 CBW Job 2009-1

Report Prepared By: Richard Abono, City Engineer/Interim Director of Public Works

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing City Manager)
To Negotiate and Execute a Contract for)
City Hall Boiler Replacement Project)

RESOLUTION NO. 20-

The City Council of the City of Pittsburgh FINDS AND DETERMINES as follows:

WHEREAS, on November 30, 2020, two boilers critical to the operation of the heating, ventilation, and air conditioning (HVAC) system at City Hall failed, and both units require immediate replacement for the heating system for City Hall to function; and

WHEREAS, the City Hall Boiler Replacement Project consists of removal and replacement of both boilers that control heating for the City Hall building; and

WHEREAS, staff has prepared the specifications for the Project consistent with the current heating, ventilation, and cooling system for the building, and estimated the cost of the boiler replacement to be \$250,000; and

WHEREAS, there are sufficient funds within the Building Maintenance Fund (Fund 621) to accommodate this purchase; and,

WHEREAS, staff solicited and evaluated proposals for the City Hall Boiler Replacement and received responses from three vendors; and

WHEREAS, staff requests authorization for the City Manager to execute a contract for purchase and installation of two replacement boilers for an amount not to exceed \$250,000.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to negotiate and execute a contract with California Boiler Works of Clayton, California as the lowest responsible, responsive bidder for the City Hall Boiler Replacement Project, in an amount not to exceed \$250,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 21st day of December 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Bid Summary- City Hall Boiler Replacement Project

Contractor	Replace One at a Time
California Boiler Works	\$197,559.64
Pyro Combustion and Controls	\$225,229.00
Golden State Refractory and Mechanical	\$237,000.00

Replace Both Simultaneous
\$170,309.64
\$190,154.00
\$211,000.00



California Boiler Works Inc.
33 Westbrook Ct.
Clayton, CA 94517
925-584-8050
Tom@californiabolerworks.com

ESTIMATE

Date	Job #
12/02/2020	2009-1

Contact

City Hall
65 Civic Ave.
Pittsburg, Ca. 94565

Attn: Adam Weber / AWeber@ci.pittsburg.ca.us
Subject: Boiler Project / Installing both boilers simultaneously

Job Description

Adam,
We appreciate the opportunity to submit our proposal to install new boilers at your facility.

Both Boilers will be installed simultaneously. Down time is expected to be 7 to 10 man days.

New Boiler Information:
Lochinvar Outdoor Boilers Model OFN 1001 / Power required is 120V / 1 ph / 60 hz / FLA 6 Amps
BTU Input 999,000 / Gross Output BTU 960,000
Natural Gas Fuel
Efficiency: Up to 96% Thermal Efficiency
Turn-down: Up to 25 to 1

Trim Item Information:
B&G E-1510 - System Pumps
Expansion Tank - NLA-200 ASME Code 125
2"x9" Metra Mini Flg Connection
Suction Diffuser PL BB 3" x 2"

See Attached Brochure and Submittal

Proposal is to provide labor and materials required to remove the existing two each Bryan Boilers model number HEC120-W-100-FDG. Existing boilers will be removed from site and taken to recycle facility.

Crane service is provided to remove old and set new equipment. Crane service to be performed by Bigge Crane. A lift plan will be submitted for your review.

Tasks:
Lockout Tag out power supply and gas service
Isolate and drain existing boilers
Remove existing stack
Disassemble for removal by crane service - assist with lift for removal
Clean up work area in preparation of new equipment
Assist with the lowering of new boilers by crane service
Set units into place and anchor using Lochinvar's recommended anchoring specifications
Modify existing piping for recurse return installation - provide and install new isolation valves
Install new pumps for primary/secondary operation
Run conduit from junction box/disconnect for electrical connections to boilers
Fill new boilers - hydrotest - test all connections for leaks
Perform factory authorized startup - submit documentation including combustion report to customer
Provide operator training for facility staff



California Boiler Works Inc.
 33 Westbrook Ct.
 Clayton, CA 94517
 925-584-8050
 Tom@californiabolerworks.com

ESTIMATE

Date	Job #
12/02/2020	2009-1

Permits are not included in this proposal but can be provided on a Time and Material Basis.

One crane lift will be required for this project.

No plans or specifications were provided for this project.

Work to be performed between the hrs of 7am and 4 pm Monday through Friday

An above ground hole watch with monitor will be present at all times. A record of Oxygen levels will be kept. Copy of permit attached.

**Labor rates reflect prevailing wage

If you have any questions or need additional information please contact me at your convenience.

Item	Description	Qty.	Cost	Total
1	Lochinvar Outdoor Boilers Model OFN 1001	2	\$ 33,702.28	\$ 67,404.56
2	Sequencing Valves with Actuators	2	\$ 2,561.00	\$ 5,122.00
3	Piping Materials	1	\$ 6,100.00	\$ 6,100.00
4	nsulation w/ Aluminum Jacket	1	\$ 650.00	\$ 650.00
5	Stack Materials Poly Pro	1	\$ 4,077.81	\$ 4,077.81
6	B&G E-1510 Pump + Suction Diffuser PL BB 3"x2"	2	\$ 4,117.58	\$ 8,235.16
7	Expansion Tank NLA-200 ASME Cal Code 125	1	\$ 1,890.84	\$ 1,890.84
8	2"x9" Metra Mini Flange Connection + Gauges	4	\$ 178.10	\$ 712.40
Terms OAC: 25% Deposit upon receipt of order 65% Due upon notice to ship 10% Net 30 upon completion Pricing firm for 30 days Standard terms apply		Subtotal		\$ 94,192.77
		Sales Tax	8.75%	\$ 8,241.87
		Labor		\$ 39,000.00
		Crane Lift (one)		\$ 15,875.00
		Confined Space Hole Watch		\$ 13,000.00
		TOTAL		\$ 170,309.64



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ESTIMATE

Date	Job #
12/02/2020	2009

Contact

City Hall
65 Civic Ave.
Pittsburg, Ca. 94565

Attn: Adam Weber / AWeber@ci.pittsburg.ca.us

Subject: Boiler Project / Keeping one boiler on line at all times

Job Description

Adam,
We appreciate the opportunity to submit our proposal to install new boilers at your facility.

Boilers will be installed in a manner to ensure the facility has heat at all times, however minimal down time will be required to install points of connection.

New Boiler Information:
Lochinvar Outdoor Boilers Model OFN 1001 / Power required is 120V / 1 ph / 60 hz / FLA 6 Amps
BTU Input 999,000 / Gross Output BTU 960,000
Natural Gas Fuel
Efficiency: Up to 96% Thermal Efficiency
Turn-down: Up to 25 to 1

Trim Item Information:
B&G E-1510 - System Pumps
Expansion Tank - NLA-200 ASME Code 125
2"x9" Metra Mini Flg Connection
Suction Dffuser PL BB 3" x 2"

See Attached Brochure and Submittal

Proposal is to provide labor and materials required to remove the existing two each Bryan Boilers model number HEC120-W-100-FDG. Existing boilers will be removed from site and taken to recycle facility.

Crane service is provided to remove old and set new equipment. Crane service to be performed by Bigge Crane. A lift plan will be submitted for your review.

Tasks:
Lockout Tag out power supply and gas service
Isolate and drain existing boilers
Remove existing stack
Disassemble for removal by crane service - assist with lift for removal
Clean up work area in preparation of new equipment
Assist with the lowering of new boilers by crane service
Set units into place and anchor using Lochinvar's recommended anchoring specifications
Modify existing piping for recurse return installation - provide and install new isolation valves
Install new pumps for primary/secondary operation
Run conduit from junction box/disconnect for electrical connections to boilers
Fill new boilers - hydrotest - test all connections for leaks
Perform factory authorized startup - submit documentation including combustion report to customer
Provide operator training for facility staff



California Boiler Works Inc.
 33 Westbrook Ct.
 Clayton, CA 94517
 925-584-8050
 Tom@californiabolerworks.com

ESTIMATE

Date	Job #
12/02/2020	2009

Permits are not included in this proposal but can be provided on a Time and Material Basis.

Installing the boilers in this manner will require two crane lifts.

No plans or specifications were provided for this project.

Work to be performed between the hrs of 7am and 4 pm Monday through Friday

An above ground hole watch with monitor will be present at all times. A record of Oxygen levels will be kept. Copy of permit attached.

**Labor rates reflect prevailing wage

If you have any questions or need additional information please contact me at your convenience..

Item	Description	Qty.	Cost	Total
1	Lochinvar Outdoor Boilers Model OFN 1001	2	\$ 33,702.28	\$ 67,404.56
2	Sequencing Valves with Actuators	2	\$ 2,561.00	\$ 5,122.00
3	Piping Materials	1	\$ 6,100.00	\$ 6,100.00
4	Insulation w/ Aluminum Jacket	1	\$ 650.00	\$ 650.00
5	Stack Materials Poly Pro	1	\$ 4,077.81	\$ 4,077.81
6	B&G E-1510 Pump + Suction Diffuser PL BB 3"x2"	2	\$ 4,117.58	\$ 8,235.16
7	Expansion Tank NLA-200 ASME Cal Code 125	1	\$ 1,890.84	\$ 1,890.84
8	2"x9" Metra Mini Flange Connection + Gauges	4	\$ 178.10	\$ 712.40
Terms OAC: 25% Deposit upon receipt of order 65% Due upon notice to ship 10% Net 30 upon completion Pricing firm for 30 days Standard terms apply		Subtotal		\$ 94,192.77
		Sales Tax	8.75%	\$ 8,241.87
		Labor		\$ 43,875.00
		Crane Lift 2 each		\$ 31,750.00
		Confined Space Hole Watch		\$ 19,500.00
		TOTAL		\$ 197,559.64



City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565

December 7, 2020

Adam Weber
Subject: Boiler Replacement Project

As per your request we offer the following proposal. Heating system will be off during this project. Expected down time is 12 MD.

Install the following new equipment: 2 each Lochinvar Boilers OFN 1001.
2 each System Circulating pumps B&G E 1510
1 each Expansion Tank NLA-200
2 each SS Metra Flex 2" X 9"
2 each Suction Diffuser PLB

Crane Service required to remove existing and set new equipment. Old equipment will be disposed of in the proper manner. Work in pit is deemed confined space a hole watch is included in labor pricing. Material will be installed is per existing. No specifications or job plan has been provided – We reserve the opportunity to re quote this project if plans are provided.

Materials Pricing: \$119,654.00
Labor \$ 54,500.00 Includes hole watch
Crane Service: \$ 16,000.00

Total job Cost: \$190,154.00
Plus Ca. Sales Tax Material ONLY

Labor to be paid at prevailing wage rates.

Material Lead time: 4 to 6 Weeks

Terms: 50% upon acceptance, 40% upon notice to ship, 10% Net 30 upon Completion

If you have any questions, please call.

Credit Terms, subject to approval of credit, are net cash 10 days after service with a finance charge of 1-1/2% per month for past due balances. This quotation is firm for acceptance within thirty days for service as noted. If service is deferred at your request, we reserve the right to re-quote if prices have changed. Any applicable taxes have not been included except as noted. We have not included any provisions for handling, removing, or disposing of any asbestos containing material. All labor is at normal working hours. Special terms will be provided for this job. Deposit will be required

Service Terms, night, weekend or holiday work is not included unless otherwise noted. Permits if required are not included unless otherwise stated. Seller warrants the work done by its representatives to be free from defects in workmanship for a period of 90 days after the work is completed. There are no other warranties expressed or implied. If within 90 days any portion of our work proves to be defective, Seller will, at its own expense, supply the necessary technical direction or consultation to correct the defect. In no case will allowance for repairs or alterations to Pyro combustion of Ca. supplied equipment be made without written consent or approval of Pyro combustion of Ca. prior to the start of the work. This is the sole remedy of the purchaser and the sole liability of the seller, whether in warranty or otherwise. Warranty on equipment or materials offered will be the same as the standard warranty extended by the manufacturer. Seller's maximum liability arising from any cause shall not exceed the contract price. Seller's indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss or damage was caused solely by the negligence or willful misconduct of, or defects in design furnished by, the party to be indemnified, Buyer agrees to pay Seller's defense cost if ruled in Seller's favor. In no event shall the seller or its subcontractors or suppliers are liable for special, incidental, or consequential loss or damage arising out of provided services. Some examples of disclaimed damages are: service interruptions, cost of purchased or replacement power, cost of money lost by reason of plant shutdown, etc. Seller's personnel are neither required nor authorized to sign gate passes, facility entrance logs, etc. that include conditions which in any way impose liabilities not consistent with the above stated limitation of liability. Orders entered and subsequently canceled are subject to the remedies provided by the Uniform Commercial Code.

Thank you for the opportunity to quote on your requirements. We trust that we will be able to review this proposal with you at your convenience. Thank you very much for your consideration.

Craig Everett
Phone: 209-527-PYRO
E-mail: Craig@pyrocombustion.com

If this quotation meets with your approval please sign, date and indicate its purchase order number below and fax back to **209-444-9007**

Accepted By: _____ Date: _____

Purchase Order # _____



City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565

December 7, 2020

Adam Weber

Subject: Boiler Replacement Project Option 1 – Maintain system heat to the facility

As per your request we offer the following proposal.

Option 1 will be installing the boilers one a time maintaining heat to the facility during the construction process.

Install the following new equipment: 2 each Lochinvar Boilers OFN 1001.
2 each System Circulating pumps B&G E 1510
1 each Expansion Tank NLA-200
2 each SS Metra Flex 2" X 9"
2 each Suction Diffuser PLB

Crane Service required to remove existing and set new equipment – This will require two crane lifts. Old equipment will be disposed of in the proper manner. Work in pit is deemed confined space a hole watch is included in labor pricing.

Material will be installed is per existing. No specifications or job plan has been provided – We reserve the opportunity to re quote this project if plans are provided.

Materials Pricing: \$119,654.00

Labor \$ 73,575.00.00 Includes hole watch

Crane Service: \$ 32,000.00

Total job Cost: \$225,229.00

Plus Ca. Sales Tax 8.75% Material ONLY+ \$10,469.73

Freight: \$800.00

Labor to be paid at prevailing wage rates.

Material Lead time: To be determined at time of order

Terms: 50% upon acceptance, 40% upon notice to ship, 10% Net 30 upon Completion

If you have any questions, please call.

1624 Oakdale Rd Suite A Modesto CA 95355 • LIC#894830
Phone: 209-527-7976 □ Fax: 209-444-9007 □ info@pyrocombustion.com

Credit Terms, subject to approval of credit, are net cash 10 days after service with a finance charge of 1-1/2% per month for past due balances. This quotation is firm for acceptance within thirty days for service as noted. If service is deferred at your request, we reserve the right to re-quote if prices have changed. Any applicable taxes have not been included except as noted. We have not included any provisions for handling, removing, or disposing of any asbestos containing material. All labor is at normal working hours. Special terms will be provided for this job. Deposit will be required

Service Terms, night, weekend or holiday work is not included unless otherwise noted. Permits if required are not included unless otherwise stated. Seller warrants the work done by its representatives to be free from defects in workmanship for a period of 90 days after the work is completed. There are no other warranties expressed or implied. If within 90 days any portion of our work proves to be defective, Seller will, at its own expense, supply the necessary technical direction or consultation to correct the defect. In no case will allowance for repairs or alterations to Pyro combustion of Ca. supplied equipment be made without written consent or approval of Pyro combustion of Ca. prior to the start of the work. This is the sole remedy of the purchaser and the sole liability of the seller, whether in warranty or otherwise. Warranty on equipment or materials offered will be the same as the standard warranty extended by the manufacturer. Seller's maximum liability arising from any cause shall not exceed the contract price. Seller's indemnity obligations shall apply regardless of whether the party to be indemnified was concurrently negligent, whether actively or passively, excepting only where the injury, loss or damage was caused solely by the negligence or willful misconduct of, or defects in design furnished by, the party to be indemnified, Buyer agrees to pay Seller's defense cost if ruled in Seller's favor. In no event shall the seller or its subcontractors or suppliers are liable for special, incidental, or consequential loss or damage arising out of provided services. Some examples of disclaimed damages are: service interruptions, cost of purchased or replacement power, cost of money lost by reason of plant shutdown, etc. Seller's personnel are neither required nor authorized to sign gate passes, facility entrance logs, etc. that include conditions which in any way impose liabilities not consistent with the above stated limitation of liability. Orders entered and subsequently canceled are subject to the remedies provided by the Uniform Commercial Code.

Thank you for the opportunity to quote on your requirements. We trust that we will be able to review this proposal with you at your convenience. Thank you very much for your consideration.

Craig Everett

Phone: 209-527-PYRO

E-mail: Craig@pyrocombustion.com

If this quotation meets with your approval please sign, date and indicate its purchase order number below and fax back to **209-444-9007**

Accepted By: _____ Date: _____

Purchase Order # _____

1624 Oakdale Rd Suite A Modesto CA 95355 • LIC#894830
Phone: 209-527-7976 ☐ Fax: 209-444-9007 ☐ info@pyrocombustion.com

Golden State Refractory & Mechanical, Inc.

22148 Strickland Court
Bakersfield, CA 93314
General A - CA Lic. # 1062870

City of Pittsburg Public Works Center
65 Civic Avenue
Pittsburg, Calif. 94565

12-4-2020

Attn: Adam Weber – Aweber@ci.pittsburg.ca.us
Subject: Boiler Replacement

As per your request we offer the following proposal.

Furnish labor and materials required to remove two each old boilers and trim components and install two each new Lochinvar OFN 1001 Hydronic High Efficiency Condensing Boilers and related trim components. New Circulating pumps and trim components including new expansion tank.

Proposal includes crane service to remove existing and set new equipment in equipment pit.

Options include:

- 1: Installing one boiler at a time keeping heat online to the facility
- 2: Installing two boilers at the same time with interruption to facility heat.

Task List:

Coordinate with crane service for delivery of equipment
Lock out tag out existing equipment, boilers and pumps
Disconnect boilers and pumps from system
Crane out old equipment and crane in new equipment
Anchor as per manufactures specifications
Connect new equipment to existing POC as per original design
Perform test to ensure no leaks are present
Perform start up and operational test

No Permits are included in this proposal
Specifications were not provided for this project

Pricing Option 1: \$237,000.00
Material: \$135,000.00, Labor w/ Crane \$102,000.00

Pricing Option 2: \$ 211,000.00
Material: 135,000.00, Labor w/ Crane \$ 76,000.00

Note: The total cost quoted will only be good for a period of 90 days from date of quote. Estimate job time is working Monday through Friday no holidays or weekends are not reflected on the price. Any delays not caused by GSRMI will be billed accordingly. Any additional work needed will require a written and agreed to CHANGER prior to any changes made.

Prevailing wage rates will be paid on this job.
California Sales tax if applicable will be added to material only.

Due to the COVID – 19 Protocols mandated by the State of California. This cost may change upon deviation of the Contract that may be reached by the Golden State Refractory & Mechanical, Inc.

Any work not specified in the scope of work section above will not be commenced or completed without a signed change order or work order specifying the additional work and the additional cost for the work.

Thank You,
GOLDEN STATE REFRACTORY & MECHANICAL, INC.

Juan J Perez

By: Juan J Perez
Project Manager

Authorized By: _____
(Name and Title)

Signature: _____

Date: _____ PO Number: _____

22148 Strickland Court, Bakersfield, CA 93314

(661) 549-5704

Email: juan9167@att.net



**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 of Pittsburg Resolution Authorizing the City Manager to Amend a Professional Services Agreement with Architectural Resources Group

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

The City's renovation efforts of the California Theatre have been on and off due to funding for almost two decades. In 2010, Phase I of the renovation formally commenced, enabling the California Theatre to reopen to the public in 2013. However, due to funding, the second floor balcony was not completed. The Pittsburg Arts and Community Foundation (PACF) received a \$1,000,000 donation (Donation) from the John H. and Regina K. Scully Foundation (Foundation) to complete renovations of the California Theatre. The City is proposing to amend (Amendment No. 2) the professional services agreement (Agreement) with Architectural Resources Group (ARG).

FISCAL IMPACT

Adoption of this Resolution will authorize the City Manager to amend the Agreement, thereby increasing the contract with ARG by another \$108,413, making the total Agreement amount \$214,174.

On October 19, 2020 PACF Resolution 20-077 approved the donation agreement between PACF and the Foundation (Donation Agreement), and accepted the Donation which is to be used for the completion of the design revisions, construction of the balcony and theater seating, installation of a Garaventa lift for accessibility, and other improvements needed to provide the best possible theater experience (collectively, the "Project"). PACF will use the Donation to pay for invoices related to ARG's efforts pursuant to the Donation Agreement.

RECOMMENDATION

Adopt this Resolution authorizing City Manager amend the Agreement.

BACKGROUND

On July 7, 2017, City Resolution 17-13351, approved the allocation of funds to California Theatre Improvements Project, which included the exterior emergency stairwell and second floor HVAC. The Agreement was for \$75,685.

On June 28, 2018, the Agreement was amended (Amendment No. 1) for additional architectural services for an additional fee of \$30,076.

SUBCOMMITTEE FINDINGS

On September 3, 2020, the PACF Subcommittee discussed the Donation and its use.

STAFF ANALYSIS

ARG is a professional architectural firm experienced in the preservation and renovation of historical structures. ARG is the architectural firm that drafted the plans and specifications used for the California Theatre renovation that occurred in 2010.

The City has a need for additional architectural services to update bid documents, provide updated marquee design to incorporate an LED reader board, submit bid documents for permit and provide bidding and construction administration services for the Project. ARG submitted a proposal dated November 19, 2020, in the amount of \$108,413 for these additional services. It is necessary to amend the Agreement to allow for increased fees and scope of work for the design of the Project.

Completion of these plans will enable the City to proceed the Project that is anticipated to be completed by summer 2021.

ATTACHMENTS: Resolution
 ARG – Professional Services Agreement-Amendment No. 2

Report Prepared By: Maria M. Aliotti, Director of Community Services
 Richard Abono, Interim Director of Public Works/City Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Authorizing the City Manager to Amend a	)	RESOLUTION NO. 20-
Professional Services Agreement with	)	
<u>Architectural Resources Group</u>	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the City will undertake the completion of the California Theater which include but are limited to the completion of the design revisions, construction of the balcony and theater seating, installation of a Garaventa lift for accessibility, and other improvements needed to provide the best possible theater experience (collectively, the "Project"); and

WHEREAS, on July 7, 2017, City Resolution 17-13351, approved the allocation of funds to California Theatre Improvements Project, which included the exterior emergency stairwell and second floor HVAC. The City and Architectural Resources Group (ARG) entered into a professional services agreement (Agreement) for \$75,685; and

WHEREAS, on June 28, 2018, the Agreement was amended (Amendment No. 1) for additional architectural services for an additional fee of \$30,076; and

WHEREAS, the City has a need for additional architectural services for the design revisions related to the Project.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

- Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.
- Section 2. The City Council hereby adopts this Resolution authorizing the City Manager to amend the Agreement (Amendment No. 2) between the City and ARG.
- Section 3. Amendment No. 2 will increase the Agreement with ARG by another \$108,413 making the total Agreement amount \$214,174.
- Section 4. The City Manager is hereby authorized to take such further actions as may be necessary or appropriate to carry out the City Council's obligations pursuant to this Resolution.
- Section 5. The City Clerk shall certify to the adoption of this Resolution.
- Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 21st day of December 2020 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, Agency Secretary

**SECOND AMENDMENT TO
CONTRACT FOR SERVICES BETWEEN
CITY OF PITTSBURG
AND ARCHITECTURAL RESOURCES GROUP INC.**

This Second Amendment to the Contract For Services made and entered into on May 25, 2017, hereafter referred to as Agreement, between Architectural Resources Group, Inc., a California corporation, therein referred to as Consultant, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 21st day of December, 2020.

WHEREAS, the parties entered into an Agreement for architectural services on May 25, 2017, in the amount of \$75,685 for renovation of the California Theatre; and

WHEREAS, the parties entered into First Amendment on [date] add services and \$30,076 compensation for further services for the renovation of the California Theatre; and

WHEREAS, the parties seek to amend the Agreement to add architectural services for the addition of seating, marquee signage, disability lift, and other items at the California Theatre, assist with drafting construction documents, and provide construction administration services, and to increase the compensation by \$108,413 accordingly.

Now, therefore, Consultant and City do mutually agree as follows:

1. Services. The Scope of Services is hereby amended to add the services set forth in Exhibit 1 of this Second Amendment.

2. Compensation. Section IIIA of the Agreement is hereby amended to read as follows: City shall compensate Consultant for the performance of Services for a total not to exceed \$214,174. Beginning December 21, 2020, Consultant shall provide a monthly invoice showing completion of tasks that month.

3. 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 Consultant shall perform all duties, obligations and conditions required under the Agreement.

4. 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.

5. 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.

6. 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.

7. Authority. The person signing this Second Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this Second Amendment on behalf of Consultant.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

CONSULTANT:

ARCHITECTUAL RESOURCES GROUP,
INC., a California corporation

By: _____,

Naomi Miroglio, Principal

CITY:

CITY OF PITTSBURG, a municipal
corporation of the State of California

By: _____

Garrett Evans, City Manager

ATTEST:

By: _____

Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

Exhibit 1 to Second Amendment

Scope of Services

- **Update Delta 2 Bid Documents and Permit Process:** This fee represents the work involved to update the Delta 2 drawings and resubmit for Permit.
 - Restart the project, review previous design for any impact to drawings and specifications related to changing codes or new equipment offerings and resubmittal for Permit review
 - Respond to Permit comments and provide a final Bid Set
- **Additional scope items:** Consultant will provide updated marquee design to incorporate an LED reader board as a separate Add Service.
- **Bidding and Construction Administration:** Bidding and Construction Administration Services for the project:
 - Pre-bid walk through, respond to bidders' questions, prepare addendums (assume 1)
 - CA phase work includes OAC meetings, submittal reviews, RFI responses, and punch list (record drawings by contractor)
- **Reimbursable Expenses**
 - Reimbursable Expenses shall be billed at cost plus 15% and shall include the following:
 - Reproduction costs such as printing or duplication of drawings, specifications, written reports, and cost estimates, etc. (printing costs are based on printing costs for previous permit review and resubmittal process)
 - Travel: (including local) IRS allowable rate plus tolls and parking, or cost of air travel.
 - Data: Long distance telephone/telegraph/telex/fax charges/database access charges, etc.
 - Postage and delivery charges.

FEE SUMMARY

Update Delta 2 Permit/Bid Docs	\$24,890	
Additional Scope Items	\$0	
Bidding	\$7,668	
Construction Administration	\$68,355	
Reimbursable Expenses	\$7,500	
Subtotal Amendment #2		\$108,413
Base Contract Amount		\$75,685
Addendum #1 Contract Amount		\$30,076
Total Fee		\$214,174



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Consideration of a City Council Request for a Future Agenda Item Related to Review of "Policy and Procedure for City Council" and By Minute Order Establishing an Ad Hoc Committee on City Council Policy and Procedures and Appointing Two Committee Members

MEETING DATE: December 21, 2020

EXECUTIVE SUMMARY

At the November 16, 2020 City Council meeting, Council Member Holland Barrett White requested a future agenda item related to reviewing the "Policy and Procedure for City Council." As part of this item, the City Council will consider establishing an ad hoc committee to review the existing policies and procedures and potentially make recommendations on amendments.

FISCAL IMPACT

Staff anticipates costs related to reviewing the City's existing policies and procedures, conducting research, and holding meetings with the Ad Hoc Subcommittee will be 10-20 hours. Staff from the City Manager's, City Clerk/Records and Council Services', and City Attorney's offices will be impacted.

RECOMMENDATION

By Minute Order, establish an Ad Hoc Committee on City Council Policy and Procedure and appoint two committee members.

BACKGROUND

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

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

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

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

During the November 16, 2020 meeting, Council Member White brought this item forward and made a motion to further review the "Policy and Procedure for City Council," which was seconded by Council Member Banales, and carried unanimously. This item is being brought back to formally establish an ad hoc committee as requested, and to appoint the committee members.

In accordance with the existing "Policy and Procedure for City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees.

ATTACHMENTS: None

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



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Future Agenda Item Regarding Evaluation of Actions During November 2, 2020 City Council Meeting, if a Violation of the City Council's Policy and Procedure Occurred and Actions to Correct the Violation

MEETING DATE:

EXECUTIVE SUMMARY

At the November 16, 2020 City Council meeting, Council Member Juan Antonio Banales requested a future agenda item related to evaluating the actions of then Mayor Jelani Killings and if he violated the City of Pittsburg's Policy and Procedure for City Council. As part of this item, the City Council will consider the potential violation and if any corrective actions need to be implemented.

FISCAL IMPACT

No fiscal impact will result from this action.

RECOMMENDATION

City Council review and consider the Future Agenda Item.

BACKGROUND

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

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

order to productively evaluate next steps, brief information regarding the request may be included on the subsequent agenda.

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

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

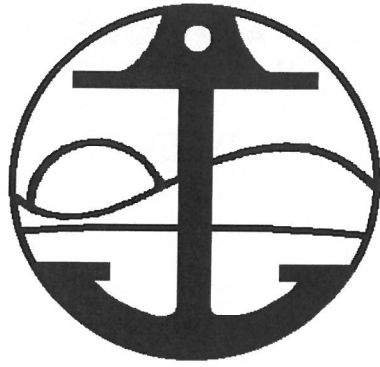
During the November 16, 2020 meeting, Council Member Banales brought this item forward and made a motion to evaluate the actions of not reading a public comment submitted by Pittsburg Youth Action during the November 2, 2020 meeting against the City Council's Policy and Procedure and 1) determine if a violation of the Policy occurred, and 2) if any subsequent recommended actions to correct the violation should be implemented, which was seconded by then Vice Mayor Craft. The motion carried 4 to 1 with Mayor Killings dissenting. This item is being brought back to formally discuss the matter.

In accordance with the existing "Policy and Procedure for City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, and most recently amended by Resolution No. 16-13260, Section III. Violations of Policy by Councilmembers contains the relevant matter to be considered.

ATTACHMENTS:

City of Pittsburg Policy and Procedure for City Council

Report Prepared By:
Garrett Evans, City Manager



CITY OF PITTSBURG

POLICY AND PROCEDURE FOR CITY COUNCIL

CITY OF PITTSBURG
POLICY AND PROCEDURE
FOR CITY COUNCIL

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CITY OF PITTSBURG

POLICY & PROCEDURE FOR CITY COUNCIL

I. AUTHORITY

Preamble

The purpose of this policy is to assure the orderly and efficient conduct of the meetings of the City Council. These rules and procedures are intended to assure the right of the majority of the Council to decide items of business brought before the Council; the right of the minority to be heard; and the rights of any absentee councilmembers to be protected. These rules are also intended to foster and promote the right of citizens to have adequate notice of business scheduled for consideration by the Council and a fair and reasonable opportunity to attend meetings and be heard.

Statutory Authority

These rules of order and procedures for the meetings of the City Council are adopted in compliance with laws of the State of California, in particular, Government Code sections 54950 *et seq.* (hereinafter referred to as the "*Brown Act*"). Whenever these rules are found to be in conflict with the terms and provisions of the Brown Act, the Act shall apply and govern. Further, the City of Pittsburg Municipal Code shall control whenever these rules are found to be in conflict therewith.

II. GENERAL RULES

Quorum

A quorum shall be three or more Councilmembers. Policies and goals for the City of Pittsburg shall be established by a majority vote of the Council.

Orientation of New Members

It is important the members of the Council gain an understanding of the full range of services and programs provided by the organization. As new members join the City Council, department heads are instructed to provide invitations for members to tour facilities and meet with key staff. At any time, if there are facilities or programs about which a new member would like more information, arrangement will be made to increase the new member's awareness of these operations.

Ethics Training Requirements

Each Councilmember shall receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service. New Members must receive this training within their first year of service on the City Council. An individual who serves on multiple legislative bodies need only receive two hours of ethics training every two years to satisfy this

requirement for all applicable public service positions. The City may develop its own ethics training course or use an outside provider. If the City develops its own ethics training, the City must consult with the Fair Political Practices Commission and the State Attorney General. The City shall maintain all records relating to a Councilmembers' ethics training for at least five years. These documents are public records subject to disclosure. (Resolution No. 06-10462 and 09-11310)

Seniority of Councilmembers

Seniority shall be determined by the highest vote count in the most recent general municipal election.

Seating Arrangement During Meeting

The Mayor should always be seated center. The Vice-Mayor may choose to be seated to the Mayor's right or left. Other seats shall be selected by Councilmembers in order of their relative seniority in office and they shall occupy seats so selected until the next regular reorganization of the Council; provided, however, that any two or more Councilmembers may exchange seats at any time by mutual consent.

Journal of Proceedings

An account of all open sessions of the Council shall be prepared and kept by the City Clerk or the City Clerk's authorized designee and shall be entered in a permanent book or other permanent form constituting the official record of the Council meetings (excluding closed sessions) for which the City Clerk will be fully indemnified.

Closed Sessions

All closed sessions shall be noticed and conducted in accordance with the provisions of the Brown Act. Actions taken in closed session shall be publicly reported in open session when appropriate in accordance with section 54957.1 of the Brown Act. The City Attorney shall record the votes taken on each closed session item where appropriate. The record of the votes taken shall constitute the exclusive record of the closed session, shall not be considered a public record, and shall be confidential pursuant to section 54957.2 of the Brown Act. No other notes or minutes of closed session discussions shall be recorded.

Ordinances

- A. No ordinance, except an appropriations ordinance, an ordinance adopting or embodying an administrative or government code, or an ordinance adopting a code of ordinances, shall relate to more than one subject, which shall be clearly stated in its title.
- B. Any proposed new or revised zoning ordinance shall be reviewed by the Planning Commission before submission to the City Council.

III. VIOLATIONS OF POLICY BY COUNCILMEMBERS

The provisions of this Policy contained below apply exclusively to the Mayor and Councilmembers and do not extend to members of City Commissions. Violations of this Policy or any other applicable City Council/Administrative Policy by Commissioners may be considered by the City Council, or by a City Council Subcommittee who will make a recommendation to the City Council on an appropriate City Council response.

A City Councilmember who does not follow this Policy or any other applicable City policy may face admonition, sanction or censure.

The following sets forth the procedures to be followed when there is a belief that a Councilmember has violated this Policy or any other applicable City policy. This rule shall not be used for violations of State or Federal laws, as such laws are subject to separate penalty and enforcement provisions outside of the City's purview.

Notification of Allegation

If a Councilmember believes that another Councilmember has violated this Policy or any other applicable City policy he or she shall notify the Mayor. If the allegation is against the Mayor, the Vice-Mayor shall be notified. If the allegation concerns both the Mayor and Vice-Mayor, then the most senior Councilmember shall be notified and, if two Councilmembers share seniority, then the Councilmember who received the most votes in their most recent election shall be notified. The official selected will be provided with all background information that the Councilmember making the allegation has in their possession.

Once an allegation has been received, the official receiving the allegation shall meet with the City Manager and the City Attorney. At that time, the official who received the allegation will determine whether more information is needed, whether the allegation is unfounded, or whether to recommend that the full Council hear the allegation.

If the official who received the allegation determines that the allegation is unfounded or requires additional information, he or she will notify the Councilmember making the allegation.

At that time, if the Councilmember making the allegation is not satisfied with the official's determination, he or she may bring the matter to the full Council for review by asking the City Manager, at least a week before the meeting, to place it on the next City Council Agenda, and the City Manager will notify the Councilmember against whom the allegation is made about the violation and the future agenda item.

If the official receiving the allegation determines that the allegation should be brought to the City Council for review, at least a week before the meeting he or she will ask the City Manager to place it on the next City Council Agenda for discussion under the Consideration portion of the Agenda; and the City Manager will notify the Councilmember against whom the allegation is made about the violation and future agenda item.

Should an allegation be brought to the City Council, the City Manager, in consultation with the City Attorney, will prepare a brief staff report that, among other things, reminds the City Council of this Policy. It will be the responsibility of the City Councilmember making the allegation to present the matter to his/her colleagues.

Potential Council Actions

While the City Council has broad discretion in deciding which of the three potential actions below it may choose to impose in response to violations of this Policy or any other applicable policy, the following are definitions and procedures related to three types of actions: admonition, sanction and censure. Admonition and sanctions are not considered punishments and there are no penalties associated with them; a censure is considered a punishment and may include penalties.

Admonition:

This is the least severe form of action. Admonition may typically be directed to all members of the City Council, reminding them that a particular type of behavior is in violation of City Policy and that, if it occurs or is found to have occurred, could make a member subject to sanction or censure. Admonition may be issued in response to a particular alleged action or actions, although it would not necessarily have to be triggered by such allegations. Admonition may be issued by the City Council prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not require a separate hearing to determine whether the allegation is true.

Sanction:

This is the next most severe form of action. Sanction should be directed to a particular member of the City Council based on a particular action (or set of actions) that is determined to be in violation of City policy, but is considered by the City Council to be not sufficiently serious to require censure. A sanction is distinguished from censure in that it is not a punishment. A sanction may be issued based upon City Council review and consideration of a written allegation of a policy violation. The member accused of such violation will have the opportunity to provide a written or verbal response to the allegation. A sanction may be issued by the City Council and because it is not punishment or discipline, would not require a separate hearing.

Censure:

Censure is the most severe form of action contemplated in this Policy and available to the City Council. Censure is a formal statement of the City Council officially reprimanding one of its members. It is a punitive action, which serves as a penalty imposed for wrongdoing. It may be combined with loss of committee assignments (either with the City of Pittsburgh or with inter-governmental agencies) or the restriction of official travel.

Censure should be used for cases in which the City Council determines the policy violation is a serious offense.

In order to protect the overriding principle of freedom of speech, the City Council shall not impose censure on any of its members for the exercise of their First Amendment rights, no matter how distasteful the expression was to the Council and the City. However, nothing herein shall be construed to prohibit the City Council from collectively condemning and expressing their strong disapproval of such remarks.

City Council Discussion; Admonition or Sanction

At the meeting when the allegation is to be considered, the City Council may discuss it and determine whether to issue an admonition or sanction, or to hold a separate hearing to consider censure. Where the City Council decides to issue an admonition or sanction, a resolution may be prepared for the next meeting based upon the City Council discussion and direction.

City Council Censure

If the City Council decides to conduct a separate public hearing on the question of censure, they will direct the City Manager, in consultation with the City Attorney, to engage the services of an independent third party investigator to conduct an investigation of the matter, prepare factual findings and make a recommendation as to the allegation(s) merit to the City Council. At that time, the City Council will also set a "not to exceed" investigation budget. Should, in the course of the investigation, it appear that the investigator's costs will exceed the approved budgeted amount, then the City Council will be notified at a duly noticed public meeting, to determine whether to increase the budget or discontinue the investigation.

If the investigator determines there is no factual merit to the allegation, that information will be conveyed to the City Council prior to a censure hearing. At that time, the City Council will determine whether to take no additional action or to issue an admonition or a sanction.

If the investigator determines there is factual merit to the allegation, a report of the factual findings shall be presented to the City Council for hearing and determination.

Censure Hearing

If a separate hearing is set to consider the question of censure, it must be set far enough in advance to give the Councilmember subject to the allegation adequate time to prepare a defense.

The official who received the original allegation from the Councilmember who made the allegation will preside at the hearing. The rules of evidence will not apply to the hearing, which is not a formal adversarial proceeding.

The investigator will present his or her report and the City Council, including the Councilmember who is the subject of the investigation, will have the opportunity to question the investigator. The Councilmember who is the subject of the allegation will have an opportunity to present a rebuttal to the allegation, which shall be limited to twenty minutes unless extended by the City Council. The Councilmember who is the subject of the allegation may be represented at the hearing and may have the representative speak or ask questions on his or her behalf. The City Council may also allow the testimony of a limited number of witnesses. The right to present witnesses shall be within the absolute discretion of the City Council.

Following the rebuttal, any witness testimony and any closing statement of the Council Member who is the subject of the allegation, the City Council shall hear public comments. At the conclusion of the public comments, the City Council shall discuss the matter and render a

decision on whether to censure the Councilmember against whom the allegation has been raised.

Should the City Council decide to censure the Councilmember against whom the allegation has been raised, they shall direct the City Manager, in consultation with the City Attorney, to prepare a resolution making findings and penalties with regard to the specific charges, based on substantial evidence. The resolution will be considered by the City Council at a duly noticed public meeting.

IV. POWERS AND RESPONSIBILITIES

It is important to note that the Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Vice-Mayor have some additional ceremonial and administrative responsibilities, in the establishment of policies, voting and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council do not reflect any bias against Councilmembers who held a minority opinion on an issue.

The City Council has generally concluded that it should limit itself to purely municipal functions, and not take up issues of a broader nature.

The City Council is responsible for five basic duties:

- 1. Hiring/firing of City Manager**
- 2. Hiring/firing of City Attorney**
- 3. Adopting goals and priorities**
- 4. Adopting the budget**
- 5. Acting as the governing body**

Role of Mayor

The Mayor is to preside at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the Council. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for all ceremonial purposes.

The Vice-Mayor shall perform the duties of the Mayor during the Mayor's absence. The Vice-Mayor shall serve in this capacity at the pleasure of the City Council. The Vice-Mayor shall become Mayor at the subsequent reorganization of the Council.

Rotation of Mayor

The position of Mayor shall be for a one-year term and will be rotated among all the City Councilmembers. The sitting Vice-Mayor will automatically become Mayor upon the City Council annual reorganization meeting which will be the first meeting in December of each

year. Should any Vice-Mayor not be available to take their regular term as Mayor (due to failure to be re-elected, work conflict, etc.), the next person in rotation for Vice-Mayor will be elected to the position of Mayor and the rotation will continue as previously set.

Rotation of Vice-Mayor

The position of Vice-Mayor shall be for a one-year term and will be rotated among all the City Councilmembers based on seniority. Seniority shall be determined by placement in the most recent election. In each City Council election, the person with the most votes shall be placed first in the rotation of that group, the second highest vote total will be placed second and if a third seat is contested, the third highest vote total will be placed third in that rotation. In case of appointment to the City Council to fill a vacancy, that person will occupy the last position in the current rotation. Each new election will determine the rotation only for the group in that election. Should any City Councilmember not be available to take their regular place in the established rotation (i.e., failure to be re-elected, work conflict, etc.) the next person in the rotation will be elevated to the Vice-Mayor's position and the rotation will continue as previously set.

Appointment of City Manager, City Attorney

The City Council appoints two positions within the city organization: City Manager and City Attorney. Both positions are appointed and serve at the will of the City Council. The City Manager is an employee of the City and has an employment agreement, which specifies some terms of employment including an annual evaluation by the City Council. The City Manager is responsible for all other personnel appointments within the city in accordance with section 2.52.030 of the Municipal Code. The City Attorney may serve by contract employee or by an in-house employee, as determined by a majority of the City Council.

Appointment of Advisory Bodies

The City has several standing commissions. In addition, special purpose citizens committees and task forces are often appointed by the City Council to address issues of interest. In addition to rules and procedures as prescribed by law, the following procedures reflect the policy of the City Council regarding the appointment of volunteer citizens to the various bodies of the city.

The establishment of these procedures insures that well-qualified, responsible and willing citizens are given the opportunity to serve the city and participate in the governing of their community. These procedures apply to all appointments and reappointments to standing advisory bodies.

A member must be knowledgeable of and experienced in the areas of interest of the board/commission on which he/she wishes to serve. All members must be residents of the City of Pittsburgh during the term of appointment.

Names to be considered for appointment will be submitted to the City Council. Only the Council shall review applications and make appointments to commissions. The Council will interview applicants at an open, public meeting and appointment will be made by a majority vote of the Council at a subsequent meeting.

The terms of the various commissioners are established by Municipal Code.

Committee Assignments

The Mayor and the Vice-Mayor shall appoint individual Councilmembers to the recognized standing and ad hoc committees. All Councilmembers may submit preferences for committee assignments to the Mayor and/or Vice-Mayor prior to the appointment. Such list of appointments shall be presented as an item on the Council agenda at the second meeting in December following the annual reorganization and shall be approved by a majority of the Council and updated as needed. The adopted Committee Assignment list is attached to each City Council agenda.

Councilmember Authority on Regional Boards

The City recognizes the importance of participation in regional agencies and boards in order to further the collective goals of the region. City Councilmembers have the opportunity to actively participate on regional agencies, boards and committees ("Regional Agency" or "Regional Agencies"), and at the discretion of the Council, as part of their elected role as a Councilmember.

A. Commitment of City Funds. No City Councilmember can commit the City of Pittsburg to expenditures, to a single Regional Agency, of more than ten thousand dollars (\$10,000) per fiscal year. Unless previously budgeted by the City Council, expenditures totaling more than ten thousand dollars (\$10,000) require prior authorization of the City Council at a duly authorized meeting of the City Council. Unless otherwise prohibited by law, City Councilmembers have a fiduciary duty to the City of Pittsburg and shall represent the interests of the City of Pittsburg, while serving on Regional Agencies.

B. Action Inconsistent with Council Direction. No City Councilmember has the authority, as a member of a Regional Agency, to take actions that are binding and inconsistent with established City policy. No City Councilmember, while serving on a Regional Agency, may cast votes in a manner that is inconsistent with City policy, including but not limited to, City policies related to development, economic development, timing of infrastructure improvements, positions on legislation or other policies of the City Council. Unless otherwise prohibited by law, City Councilmembers have a duty of loyalty to the City of Pittsburg and shall represent the interests of the City of Pittsburg while serving on Regional Agencies.

For example, a City Councilmember cannot vote to change the priority of projects or fee structures set by a Regional Agency without express authorization of the City Council at a duly authorized meeting of the City Council.

V. SUPPORT PROVIDED TO CITY COUNCIL

City Manager

The City Manager, or the City Manager's authorized deputy or assistant, shall attend each Council meeting unless excused by the Council, and shall be subject to the direction of the Council during Council meetings. The City Manager may make recommendations to the

Council and shall have the right to take part in all discussions of the Council, but shall have no vote.

City Attorney

The City Attorney, or the City Attorney's authorized deputy or assistant, shall attend each Council meeting unless excused by the Council, and shall be subject to the direction of the Council during Council meetings. The presiding officer, the Council, or any Councilmember, may call upon the City Attorney at any time for an explanation of, or written opinion on, a point of law. Rulings on points of order shall, however, be made by the presiding officer, subject to the right of appeal by a Councilmember.

City Clerk

The City Clerk or City Clerk's authorized designee, shall attend each Council meeting unless excused by the Council, and shall be subject to the direction of the Council during Council meetings. The City Clerk or City Clerk's authorized designee shall keep the official minutes and perform such other duties as required by law or as may be requested by the Council.

Officers and Employees

Departmental Directors, or other designated representatives, where there is pertinent business from their department on the Council agenda, shall attend such Council meetings upon request of the City Manager.

Staff/Clerical Support

General staff and administrative support to members of the City Council is always provided through the City Manager's Office. Secretarial services including scheduling of appointments, receipt of telephone messages, and word processing are available as needed. Prior consultation with the City Manager's Office is required whenever a Councilmember needs to utilize staff time or resources.

Safety Officers

The City Manager may arrange, when appropriate, to have a sufficient number of trained and sworn safety officers in attendance at the Council's public meetings who shall be sergeants-at-arms of the Council meetings. Such safety personnel shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meetings.

Office Equipment

To enhance Councilmembers' ability to communicate with staff and the public, city-purchased equipment can be provided.

When individual Councilmembers have completed their term of office, communication devices must be returned to the city, unless arrangement to purchase and pay for the equipment with personal funds are made. Documentation to such transaction must be recorded.

The use of “technological devices” to communicate with a majority of other Councilmembers on any official action to be taken falls within the provisions of the Brown Act. The term “technological devices” includes phones, faxes, computer e-mail, social media, public access cable TV and video if they are used to pass information for the purpose of developing concurrence on action to be taken. Such actions outside of public meetings are prohibited by state law. E-mail may also be considered public information.

The City will issue each elected official an iPad or tablet and a cover or case, including keyboards, styluses, screen protectors, cables or adapters. The City will not provide any data plans as City Hall provides wireless access. Use of wireless connections in other locations is at the discretion of the hosting party. The paperless agenda packets for City Council and Commission meetings are available on an approved application.

Councilmembers are responsible for the general care of the equipment. City issued electronics will be returned to the City Clerk when the individual’s term or service has ended. Upon return of the items to the City, and following the preparation of any appropriate backup files, the items will be wiped clean of any and all information by the City’s IT staff.

Meeting Rooms

Conference rooms are available at City Hall for shared use by Councilmembers. The conference room in the City Manager area on the third floor is designated as the room offered for meetings that the Councilmembers may have. Conference rooms are booked by the Office of the City Clerk.

There will be a designated shared work area if needed for Councilmembers to review documents, mail, and make phone calls.

Mail, Deliveries

Members of the City Council receive a large volume of mail and other materials from the public, private interests and staff. Mail boxes are maintained for each member by the City Clerk/Director of Records and Council Services.

VI. FINANCIAL MATTERS

Council Compensation

State law and the Pittsburgh Municipal Code provide for modest compensation to members of the City Council. Currently, members receive a salary of \$500 per month. A seated City Council may not increase its own salary. Councils may only pass an ordinance to raise the salary of an incoming City Council consistent with State Law.

Councilmembers may be eligible for city-funded participation in group insurance benefits including medical, dental, vision, and life insurance plans available at the level provided to management employees.

Expenditure Allowance

The annual city budget also includes an expenditure allowance for expenses necessary for members to undertake official city business. Eligible expenses include membership in professional associations, attendance at conferences or educational seminars, and purchase of publications and annual subscriptions. In addition, travel expenses including meals (city policy does not allow reimbursement for alcohol) for Councilmembers and mileage reimbursement are made for city business. Donations to organizations are not eligible nor are meals for individuals other than Councilmembers. (Resolution Nos. 06-10462 and 09-11310)

Reimbursement Restrictions

Councilmembers may be reimbursed for actual and necessary expenses incurred in the performance of official duties.

1. Lodging costs in conjunction with a conference or other official activity may not exceed the maximum group rate published by the conference or activity sponsor, if lodging at the group rate is available at the time of booking. If not, the Councilmember shall be reimbursed for lodging at comparable rates, or rates established by the Internal Revenue Service.
2. Meals may be reimbursed at standard rates established by the rate of per diem allowed for staff.
3. Councilmembers shall use government or group rates for travel, when available. If not available, members may be reimbursed according to the standard rates established by the Internal Revenue Service.
4. Incidental expenses, including but not limited to tips and business telephone calls may be reimbursed at the rates established in Internal Revenue Service Publication 463. (Resolution No. 06-10462 and 09-11310)

Reimbursement Guidelines

It is very important to note that any expense must be related to city affairs and comply with State laws and policies adopted by the City Council. Public property and funds may not be used for any private or personal purpose. Courts have held that this prohibition includes personal political purposes. For example, reimbursement cannot be allowed to pay for meals at a meeting designed to discuss political or campaign strategies. It would also be generally inappropriate for city funds to pay for a meal or other expenses of a private citizen attending a meeting.

City budgetary practices and accounting controls apply to expenditures within the City Council budget. When exceptional circumstances require that additional amounts be allocated, the request must be made to the City Manager, and City Council approval in a public meeting may be required before the expense is incurred. (Resolution No. 06-10462 and 09-11310)

Expense Reports

Councilmembers who make reimbursement requests are required to submit expense reports,

on City forms, along with receipts to document their expenditures. All documents relating to reimbursable expenditures are public records subject to disclosure. Reimbursement requests should be made on a monthly basis through the City Manager's Office.

Councilmembers must provide brief reports on any outside meetings attended at the expense of the City at the next regular City Council Meeting. Reimbursement is conditioned on the submission of this report to the City Council. (Resolution No. 06-10462 and 09-11310)

VII. COMMUNICATIONS

Correspondence from Councilmembers

The Mayor will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Individual Councilmembers will often prepare letters for constituents in response to inquiries or to provide requested information. City letterhead is available for this purpose, and staff can assist in the preparation of such correspondence.

On occasion, members may wish to transmit correspondence on an issue which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, members should clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of Council.

City letterhead, or facsimile thereof, shall be used for official City business only. The Mayor or his/her official designee shall be authorized to sign letters and various other documents on City letterhead for the following matters only:

- Letters of commendation, appreciation, condolence, or thanks.
- Responses to invitations.
- Cover letters accompanying ceremonial actions or official document submittals or any other matter.
- Letters supporting the League of California Cities position on a matter, unless the City Council has taken a contrary position.
- Letters supporting legislation related to approved City projects.
- Items routine in nature, experiences in the normal course of conducting the business of the City.

Supplies of City letterhead stationery or envelopes may not be given to individual Council, Commission or Board members.

Speaking for "the City"

Similar to written correspondence, when members are requested to speak to groups or are asked the Council's position on an issue, the response should reflect the position of the Council as a whole taken in open session. Of course, a member may clarify their vote on a matter by stating "While I voted against X, the City Council voted in support of it." When representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council's position rather than that of an individual member.

Proclamations

Ceremonial proclamations are often requested of the City in recognition of an event or individual. **Proclamations are not statements of policy but a manner in which the City can make special recognition of an event.** As part of his/her ceremonial responsibilities, the Mayor is charged with administration of proclamation. Individual Councilmembers do not issue proclamations.

VIII. INTERACTION WITH CITY STAFF/OFFICIALS

Council-Manager Form of Government

This structure reflects the City Council's role of establishing city policy and priorities. The Council appoints a City Manager to implement this policy and undertake the administration of the organization. The City Council is to work through the City Manager in dealing with city staff, unless simply requesting information from other staff members.

The City Manager is appointed by the City Council to enforce its laws, to direct the daily operations of city government, to prepare and monitor the municipal budget, and to implement the policies and programs initiated by the City Council. The City Manager is responsible to the City Council rather than to individual Councilmembers, and directs, manages and coordinates the various departments.

Council-Manager Relationship

The City Council should avoid situations that can result in city staff being directed, intentionally or unintentionally, by one or more members of the City Council. Regular communication between the City Council and City Manager is important in maintaining open communications. All dealings with the City Manager, whether in public or private, should respect the authority of the City Manager in administrative matters. Disagreements should be expressed in policy terms, rather than in terms that question satisfaction with or support of the City Manager.

The City Council is to evaluate the City Manager on a regular basis to ensure that both the City Council and City Manager are in agreement about performance and goals based on mutual trust and common objectives.

The City Manager communicates with the City Council in various ways. Communication must be undertaken in such a way that all Councilmembers are treated similarly and kept equally informed.

City Council-City Attorney Relationship

The City Attorney is the legal advisor for the Council, City Manager and staff. The general legal responsibilities of the City Attorney are to:

- A. Provide legal assistance necessary for formulation and implementation of legislative policies and projects.

- B. Represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings.
- C. Prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared.
- D. To keep City Council and staff apprised of court rulings and legislation affecting the legal interest of the city. It is important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Roles and Information Flow

It is the intent of staff to ensure Councilmembers free access to information from the city and to insure that such information is communicated completely and with candor to those making the request. To carry out this responsibility, however, Councilmembers must avoid intrusion into those areas which are the responsibility of staff. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Councilmembers, and to allow staff to execute priorities given by management and the Council as a whole without fear of reprisal.

Council Roles: In accordance with section 212.020(D) of the Municipal Code, the City Council shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, **and neither the City Council nor any member thereof shall give orders to any subordinates of the City Manager.**

Individual members of the City Council shall not make attempts to pressure or influence staff decisions, recommendations, workloads, schedules, and department priorities without the prior knowledge and approval of the Council as a whole. If a Councilmember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council to do so as a matter of Council policy in a public meeting.

Councilmembers shall not attend internal staff meetings or meetings between city staff and third parties unless invited by City Manager or directed by Council to do so (i.e. subcommittee/ad hoc meetings).

Staff Roles: The Council recognizes the primary functions of staff as executing Council policy and actions taken by the Council and in keeping the Council informed. Staff is directed to reject any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

City staff will make every effort to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance, provided that, in the judgment of the City Manager, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council.

Council requests for research or other staff work must be directed to the City Manager, or the City Attorney regarding legal matters, or the City Clerk regarding matters within the City Clerk's authority.

Dissemination of Information

In cases where a staff response to an individual Councilmember request involves written materials which may be of interest to other Councilmembers, the City Manager will provide copies of the material to all other Councilmembers.

IX. COMMUNICATION/INTERACTION WITH THE PUBLIC

As elected officials, it is understood that Councilmembers will be approached by individuals and community groups that have issues or ideas on which they seek the support of the Council. When meeting with individuals or groups, Councilmembers should refrain from making commitments that are outside the scope and/or authority of an individual Councilmember. It is recommended that Councilmembers notify and/or include the City Manager when meeting with individuals or groups, so that staff can obtain information and take appropriate actions as established by the adopted goals and policies set by the entire Council.

Recognizing that stewardship of the public interest must be their primary concern, Councilmembers shall work for the common good of the people of Pittsburg and not for any private or personal interest. Councilmembers must endeavor to treat all members of the public and issues before them in a fair and equitable manner.

Councilmembers can be subject to impromptu meetings at a grocery store, scheduled coffee house meetings, or more formal meetings scheduled at a conference room at City Hall. In scheduling meetings with members of the public or other agency members, the Adopted Council Goals and Policies and Procedures must be kept in mind.

Councilmembers are encouraged to discuss their ideas for community engagement with the City Manager prior to scheduling meetings. Staff has the means and tools available to invite and engage members of the public or other agencies. Similarly, if Councilmembers are approached by members of the public, organizations, or other jurisdictions regarding topics of concern to them, the City Manager can assess the strategies needed to make these meetings more fruitful if they are made aware of them beforehand. The City Manager will need to assess the time and resources available prior to meetings, as well as looking into "history" that may need attention first. Many Councilmembers have been blindsided when agreeing to a meeting that turns out more involved or not adhering to the topic originally discussed. Staff can help mitigate those meetings before they go awry. Including staff can help ensure a successful outcome.

Also, keep in mind that meeting locations and agendas can be subject to rules and regulations that Councilmembers may not be aware of and staff can assist with that (i.e. ADA requirements for meetings, Brown Act compliance, language barriers, etc.).

If not previously identified as an adopted Council Goal, through the annual goal setting and adoption process, and more than one hour of staff time will be required to complete the

task/project, the item will be agendized to ask the City Council if time should be spent on preparing a report on the proposed item. A Councilmember shall not direct staff to initiate any action, change a course of action, or prepare any report. A Councilmember shall not initiate any project or study without the approval of the majority of the Council.

Keep an open mind. An objective, balanced, and receptive approach will help you assess the facts of a given issue, and evaluate new ideas. When receiving written and oral public testimony it will be necessary to discern between fact and opinion, as well as between those concerns which are relevant and those which are secondary to the issue at hand. Keeping an open mind will make it easier for you to understand all sides of an issue before you make a judgment or take a position. Expressing your opinion on a specific matter prior to a meeting may result in your being disqualified from discussing or voting on that matter, due to pre-decisional bias.

Minimize, or even avoid, contact with a project applicant or project opponents prior to the meeting where you will hear the matter in question. Such unilateral or “ex parte” communications are better handled by staff familiar with the issues and will publicly and fully brief the Council at the appropriate time. Any ex parte communication should be disclosed when the Council hears the matter.

Social Media

Councilmembers should exercise caution when using social media, and refrain from posting City business, including personal comments posted using your title in the signature, on Facebook, Twitter, YouTube, SnapChat, Next Door, etc. Remember, once something is out on the internet and in cyberspace, it cannot be retrieved and a retraction may go unnoticed. Social media posts are not City-approved press releases unless posted on staff controlled media.

X. MEETINGS OF THE COUNCIL

Regular Meetings

- A. Regular meetings of the Council shall be held on the first and third Mondays at the hour of 7:00 p.m. The City Council meeting agenda schedule prepared and circulated by the City Clerk or the City Clerk’s authorized designee at the beginning of the calendar year may provide for cancellation of regular meetings for recognized holidays, and may be modified by the Council from time to time to conduct the City’s business. If at any regular meeting, business before Council remains unfinished, the Council may adjourn from time to time to dispose of the same or to transact any other unfinished business. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the City Clerk or the City Clerk’s authorized designee may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided in the special meetings section, unless such notice is waived as provided for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, or adjourned regular, meeting was held within 24 hours after the time of adjournment. If a meeting is adjourned for less than

five calendar days, no new agenda need be posted so long as a new item of business is not introduced.

- B. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held on the next regular meeting day set forth in the City Council meeting agenda schedule at 7:00 p.m.
- C. It shall be the policy of the Council to adjourn its regular meetings by 11:00 p.m. of each meeting date. The City Manager shall endeavor to arrange the agenda in such a manner that the Council can adhere to this adjournment policy. A public hearing in progress shall not be interrupted and continued to a subsequent meeting for the sole purpose of satisfying this adjournment deadline. Items of business that remain on the agenda at 11:00 p.m. shall be carried over to the next regular meeting, unless Council by a majority vote agrees to continue in session or agrees to adjourn the meeting to a date sooner than the next regular meeting to dispose of the remaining agenda items. In the event of adjournment to a time and date prior to the next regular meeting, a copy of the order or notice of adjournment shall be posted immediately following the adjourned meeting.

Special and Emergency Meetings

Special and emergency meetings shall be held and noticed in compliance with the terms and provisions of the Brown Act, Sections 54956 and 54956.5.

Annual Goals Meeting

The Council shall at a regular meeting, or special meeting called for that purpose to determine its goals and the relative priority of such goals to which City staff and resources are to be committed for their accomplishment. The Council may conduct such additional meetings on its goals throughout the year as deemed necessary or advisable.

The annual goals meeting is the opportune time for City Councilmembers to introduce and establish a consensus to include their personal priorities.

XI. CHAMBER ATTENDANCE AND FACILITIES

Council Chamber Attendance; Limitations

Council Chamber attendance shall be limited to the posted seating capacity thereof. Entrance to the Council Chamber will be appropriately regulated by the City Manager on occasions when the Council Chamber capacity is likely to be exceeded. While the Council is in session, members of the public shall not remain standing in the Council Chamber except to address the Council, and sitting on the floor or standing in the hall is not be permitted. During Council meetings, no musical instruments, firearms (except in the possession of peace officers), toy firearms, placards or other items of potentially disruptive nature, shall be brought into the Council Chamber nor shall any handbills or fliers be distributed in the Council Chamber. The Council proceedings may be conveyed by loud speaker to those who have been unable to enter the Council Chamber.

Facilities

Regular and special meetings of the Council shall be held in the Council Chamber, City Hall, 65 Civic Avenue, or at such other locations as permitted by the Brown Act, Section 65954. Whenever at a regular or special meeting of the City Council it is anticipated by the City Manager that the attendance will be substantially greater than the posted capacity of the Council Chamber, the City Manager may make arrangements for the use of a suitable alternative facility for such meeting of the Council. Facilities shall be accessible to the physically disabled.

XII. DECORUM

Presiding Officer

The presiding officer shall take all action reasonably necessary to preserve order at all times during Council meetings.

Responsibility of Councilmembers

During Council meetings, Councilmembers shall conduct themselves in accordance with these rules and in such a manner as to avoid disrupting the meeting. Except as otherwise provided in these rules, Councilmembers shall abide by the rulings of the Council and presiding officer.

Responsibility of Other Persons

Other persons attending Council meetings shall observe these rules, any additional rules the Council may establish or concur in for a particular matter, and the orders of the presiding officer with respect to the conduct of the meeting. No person shall willfully disrupt or disturb any Council meeting without lawful authority. This includes, but is not limited to, unsolicited comments, talking or making noise so loud as to interfere with the conduct of business at the meeting. No person shall approach a Councilmember while the Council is in session, unless specifically requested to do so by the presiding officer. Any message to, or contact with a Councilmember while the Council is in session, shall be made through the City Clerk or the City Clerk's authorized designee.

Remedies For Disruption of Council Meeting

- A. Any person who unlawfully disrupts or disturbs a Council meeting may be removed and barred from further attendance before the Council at that meeting, unless permission to remain or return is granted by a majority vote of the Council.
- B. Decorum at the meeting shall be enforced in the following manner:
 - 1. Warning. The presiding officer shall request that a person who is disrupting or disturbing the meeting be orderly and silent. If, after receiving a warning from the presiding officer, a person persists in disrupting or disturbing the meeting, the presiding officer shall order him or her to leave the Council meeting. If such person does not remove him or herself immediately, the presiding officer may order any security officer or other law enforcement officer who is on duty at the

meeting as Sergeant-At-Arms of the Council to remove that person from the Council Chamber.

2. Resisting or interference with removal - Any person who resists removal or interferes with the removal of a person by the security officer may be charged with a violation of this section.
- C. In the event that any Council meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of the individuals who are willfully interrupting the meeting, the presiding officer or Council may order the meeting room cleared and continue in session pursuant to the Brown Action, Section 54957.9, or any other applicable statute.

XIII. AGENDA AND ORDER OF BUSINESS FOR REGULAR MEETINGS

Items Included

Prior to a deadline established by the City Manager for the preparation of a regular meeting agenda, items of business shall be included on the agenda at the request of the Mayor, by an individual Councilmember, by the City Manager, or by the City Attorney. The City Manager makes the determination as to whether the item is appropriate for the agenda and when the item should be scheduled. In determining whether a suggested item is appropriate for the agenda, consideration shall be given to whether the item is within the subject matter jurisdiction of the City Council, whether the item requires a positive or negative decision by the majority of the Council upon a motion, proposal, resolution, minute order or ordinance, whether the matter involves a public hearing which must be scheduled in accordance with applicable law, and/or whether the item has been rendered moot or redundant by previous determination by the City Council or by operation of law. The Mayor has also been assigned by the City Council to consult and coordinate with the City Manager in the development of agendas for meetings of the City Council. The scope of such review focuses on the timing of business items and the volume of business which can be considered at any one meeting however, there should not be a unilateral delay of items to be considered by the Council. Should any significant disagreement arise regarding the scheduling of items and/or whether the item is appropriate for the agenda business, such matters are to be resolved by the full City Council during its regular meeting. To the extent possible, the City Council shall be provided with tentative agenda schedules for future council meetings.

No item of business which has been acted upon by the Council at a prior meeting within the past one year, shall be placed upon the written agenda except at the request of a Councilmember who voted in the majority on such matter or question, or the City's authorized designee prior to the agenda's deadline and with the concurrence of the City Manager and City Attorney in accordance with the guidelines identified above.

Preparation and Posting

The City Manager or designee shall prepare and furnish to each Councilmember and to the City Attorney, and to such other persons as the Council may designate, a written agenda for the regular meetings. The City Manager or designee shall endeavor to arrange the agenda in

such a manner that adjournment, if at all possible, shall conclude no later than 11:00 p.m. of the date scheduled for the meeting.

The written agenda shall be published and posted, and no action or discussion shall take place on any item not appearing on the posted agenda except as permitted by the terms and provisions of the Brown Act, Section 54954.2. The City Clerk or the City Clerk's authorized designee shall post the agenda on the outside front entry to City Hall or other location that is freely accessible to members of the public at least seventy-two hours prior to the regular meeting. At the place of the regular meeting, a copy of the agenda, plus all attachments, placed in a binder shall be available to members of the public 30 minutes prior and during the Council meeting.

An electronic version of the full agenda packet, including attachments, is available on the City's website no later than 72 hours prior to the meeting.

Order of Business

The business of the Council at its regular meetings shall be as set forth in the agenda published and posted by the City Manager or designee and shall be taken up for consideration and disposition in the order hereinafter set forth. On the majority vote of the Council, a matter may be taken out of order as is deemed necessary or advisable so long as there is no discernible prejudice to the right of the public to be heard on the matter. Any item not on the posted agenda may be added to the agenda and considered only in the manner prescribed by the Brown Act, Section 54954.2.

Order of Business:

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Audience Remarks
- E. Presentations and Commendations
- F. Public Hearings
- G. Consideration - Policy and Administrative Items
- H. Consent Calendar
- I. Request for Future Agenda Items
- J. Councilmember Reports
- K. Adjournment

Roll Call

After initial roll call by the City Clerk or the City Clerk's authorized designee, the later arrival of any absentee Councilmember shall be entered in the minutes with the time of arrival to be noted.

Special Presentations

Special presentations by members of the public to the Council may be made from time to time provided that prior notice is given to the City Manager that a special presentation is being

planned, giving the subject matter and the date requested to appear on the agenda. The City Manager shall determine when the presentation shall appear on the agenda, scheduling it as promptly as time permits, taking into account the date requested.

Minutes

The City Clerk or City Clerk's authorized designee shall distribute copies of the un-adopted minutes of any previous meeting(s) to each Councilmember along with the agenda and accompanying materials (agenda packet). Unless reading the minutes is requested by a Councilmember, such minutes may be adopted on the Consent Calendar without reading. The City adopted Action Minutes in 2008. Only actions taken are recorded in the official minutes.

Written Communications

Written communications from the public to the Council must be received by the City Clerk or the City Clerk's authorized designee not later than the time and date established by the City Manager for preparation of the next meeting's agenda. The City Clerk or City Clerk's authorized designee shall prepare copies of such communications for the members of the Council. When the Council so directs, appropriate replies shall be made by the City Manager or other person designated by the Council. Anonymous or unsigned communications shall not be submitted to the Council for any purpose. Councilmembers or members of the public may submit written material on the night of the meeting for informational purposes only.

Community Forum

The presiding officer shall announce, prior to closed session and again at the beginning of each of the regular meeting agendas, that members of the public shall have the opportunity to directly address the Council on items of interest to the public that are within the subject matter jurisdiction of the Council, with each speaker limited to three (3) minutes. Members of the public may also comment on Consent Calendar items during community forum or may request removal of a Consent Calendar item(s) for consideration. Except as permitted by the Brown Act, Sections 54954.2 and 54954.3, no discussion or action shall be taken on matters brought up during the community forum.

Consent Calendar

The City Manager or City Attorney may recommend that certain items be placed on the Consent Calendar for action by the Council. Each item placed on the Consent Calendar shall appear with a recommendation of the City Manager or City Attorney as to the action to be taken by the Council. Upon motion by any Councilmember, all items placed upon the Consent Calendar may be acted upon collectively, and each shall be deemed to have received the action recommended by the City Manager or City Attorney. If any Councilmember requests removal of any item from the Consent Calendar, or if any member of the public requests removal of an item for the purpose of addressing it, the item may be removed from the Consent Calendar and be heard and acted upon immediately after the approval of the Consent Calendar and approval of the agenda.

Public Hearings - General

- A. The Council may from time to time order that public hearings be conducted on items of public interest even though such may not be required by law. The presiding officer, with the consent of the Council, may set a reasonable time limit in which the public hearing is to be conducted. The presiding officer may direct those making a presentation to avoid repetition in order to permit maximum information to be provided the Council, and may require that one person be designated to represent groups or organizations to facilitate maximum community input.
- B. The procedure for hearing shall follow generally and, when applicable, the procedures for public hearings on appeals from decisions of commissions or staff, including those for continuance or re-continuance thereof.

Procedures for Public Hearings on Appeals from Decisions of Commissions or Staff

- A. On an appeal to the Council from a decision of a Commission or staff, the City Clerk or City Clerk's authorized designee shall secure from the appropriate department the documents upon which the commission or staff has acted. The City Clerk or City Clerk's authorized designee shall inform the appellant that the Council will not consider the appeal if any concept, substantive portion, or key details of the plan(s) or document(s) upon which the Commission or staff has acted will be changed by the time of the hearing. Should the appellant desire to submit any new or illustrative material at the time of the hearing, the appellant shall first submit it to the originating department, which shall certify on the material whether or not the additional material conforms to that upon which the Commission or staff has acted. The material, so certified, shall then be delivered to the City Clerk or the City Clerk's authorized designee.
- B. Hearing Procedures Not Specifically Provided for by the Municipal Code:
 - 1. The presiding officer shall announce the public hearing.
 - 2. The staff report and or the Commission report shall be presented.
 - 3. The presiding officer shall declare the public hearing open.
 - 4. The presiding officer shall first call on the appellant to be heard, with five minutes as the time limit for presentation. Presentation of plans or drawings containing substantive changes from those upon which the Commission or staff has acted shall be ruled out of order unless good cause is shown.
 - 5. The Council shall hear from those members of the public interested in the appeal.
 - 6. At the conclusion of the public hearing, the appellant may have up to another five minutes for a concluding response.
 - 7. The presiding officer shall close the public hearing.

8. A Councilmember:

- (a) May question any speaker during or after the hearing.
- (b) Shall not introduce a motion, resolution, or ordinance to approve, modify, or deny the subject matter being heard until the public hearing is closed by the presiding officer.

C. Any appellate hearing being held, or noticed or ordered to be held may, by a majority of the Council, be continued or re-continued to any subsequent meeting, in the same manner and to the same extent set forth herein for the adjournment of meetings; provided, however, if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the original order or notice of hearing, a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or notice of continuance was adopted.

Council Request for Future Agenda Items

If an individual Councilmember wishes to have an agenda item placed on a future agenda, he or she shall ask the City Manager or his/her designee to include the request under the Request for Future Agenda Items section of the agenda. Requests must be made at least one week in advance of the meeting. In the alternative, if the deadline is missed, a Councilmember may make a request under the Requests for Future Agenda Items section of the agenda.

At the next regularly scheduled City Council meeting the requested item will be listed on the agenda under Request for Future Agenda Items. The item will identify the Councilmember making the request and briefly describe the nature of the request. Staff will not spend time on the requested item except to provide assistance to the Councilmember to frame the issue so that the Council and public clearly understand the request. Should the issue be an item that staff has already researched, or is in the process of researching, an informational report may accompany the request on the agenda. Additionally, if the City Manager feels there is information that should be shared in order to productively evaluate next steps, brief information regarding the request may be included on the subsequent agenda. Should the Council wish additional information, at that time a consensus of the Council would be required to direct staff to spend additional time and resources on the issue.

When the item is called, the Councilmember making the request will describe the request and the Council may have a brief discussion of the requested item. Upon concurrence by the majority of the membership of the City Council present that staff time and City resources be spent on an item, it shall be scheduled for a future meeting. Council discussion will be limited to whether staff time and City resources should be spent on the item. The Council will take no other action on the item itself. Council concurrence that staff time or City resources be spent on an item does not signify approval of the item, just that the Council wishes to have it studied further and the Council may, at any time, decide not to pursue the item further.

No matter which has previously been brought before the Council under Council Request for Future Agenda Items, and which a majority of the Council has declined to schedule as a future

City Council agenda matter, shall again be brought before the Council under Council Request for Future Agenda Items for a period of one year.

Outline for Request for Future Agenda Items:

1. Request by Council Member for future item – must be moved and seconded
2. Staff returns at next regularly scheduled meeting with information on item
3. Council makes determination as to viability of consideration of item
4. Staff returns at scheduled future meeting with item for consideration

Payment or Denial of Claims

Payment or denial of claims shall be placed on the Consent Calendar as an item for Council action. Any Councilmember may inquire or request further investigation and report as to any item appearing upon the written claims printout.

XIII. PUBLIC PARTICIPATION

Policy

Pursuant to the Brown Act, Section 54954.3, members of the public shall be afforded the opportunity to speak on any agenda item of a substantive nature providing they are first recognized by the presiding officer.

Addressing the Council

Any person desiring to address the Council by oral communication shall first secure the permission of the presiding officer; provided, however, that preference will be given to those persons who have submitted a card provided for that purpose, or those who have submitted to the City Clerk or City Clerk's authorized designee a written request in advance or at the commencement of the meeting of their desire to speak, and they will be given recognition by the presiding officer in the order in which received.

Spokespersons

Designated spokespersons for recognized groups or organizations may be given priority over individuals who desire to address the Council.

Card System

Cards will be available for persons who wish to address the Council at a public hearing or any another item of agenda business. The card system is not mandatory, but will facilitate correct information for the record. After filling out the information requested, the cards will be handed to the City Clerk or City Clerk's authorized designee, no earlier than fifteen (15) minutes before the commencement of the meeting. The presiding officer will call on those wishing to speak in the order in which the cards are received, except as provided elsewhere in this document. After such persons are heard, the presiding officer may then call for any additional speakers.

If a written request for permission to address the Council has not been submitted, a person wishing to gain recognition may approach the speaker's podium and wait, silently, to be recognized by the presiding officer.

Time Limit

Designated spokespersons for recognized groups or organizations will have five minutes to address the Council; provided, however, that they may request additional time and will be granted such only with the permission of the Council. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker.

Discussion Between Citizens and Council

All remarks shall be addressed to the Council as a body and not any member thereof. No person, other than the presiding officer, Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the presiding officer. No question shall be asked of a Councilmember or member of the staff except through the presiding officer.

Topic for Discussion

Members of the public shall address their remarks only to the agenda item then under discussion by the City Council.

Manner of Addressing Council

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.

Repetition

Recognized speakers shall refrain from unnecessary repetition of issues and points already raised by previous speakers.

XV. RULES OF ORDER AND DEBATE

Rules of Order

At all meetings of the Council, Roberts Rules of Order, as amended, shall be the governing rules of order and debate except where in conflict with State law. If Robert Rules of Order are in conflict with these rules, these rules shall apply and govern.

Presiding Officer

The Mayor shall preside at all meetings of the Council. In the absence of the Mayor, the Vice-Mayor shall preside. In the absence of the Mayor and the Vice-Mayor, the senior Councilmember present shall preside. The presiding officer may debate and vote, and may make a motion, offer a resolution, or introduce an ordinance, without relinquishing the chair.

Preservation of Order

The presiding officer shall preserve order and decorum, confine Councilmembers in debate to the question under discussion, and otherwise curtail disruption of the meeting.

Dissents and Protests

Any Councilmember shall have the right to dissent from any action of the Council or ruling of the presiding officer and have the reason therefore entered into the minutes. Such dissent shall be in writing, couched in respectful terms, and presented to the Council not later than the next regular meeting following the date of such action.

Councilmembers

Councilmembers desiring to speak shall so signify by utilizing the electronic system provided for that purpose, or in its absence shall address the presiding officer. The presiding officer shall call upon Councilmembers in the sequence in which they have sought recognition. A Councilmember shall not call for a showing of hands or other demonstration of those present in the audience, unless granted permission to do so by the presiding officer. No Councilmember may speak for longer than fifteen (15) minutes at any one time unless additional time is granted upon a majority vote of the Council

Discussion Prior to Formal Action

It shall not be necessary to make a motion, offer a resolution, or introduce alternatives to a proposed ordinance before debate by the Council or before the public is allowed to speak. No such motion or resolution, or introduction of an ordinance, shall be made at any time before a public hearing is closed.

Amendment

An amendment merely changes the wording of the motion or matter to be voted upon; it is made by striking out, inserting, adding, or substituting certain words, phrases, sentences or paragraphs in the original motion. An amendment to an amendment cannot be amended, i.e., there can be no more than two amendments under consideration at the same time.

Substitute Motion

A substitute motion, proposing to strike out the entire original motion and to insert in its place a more satisfactory motion, has the same status as an amendment to the main motion.

Division of Question

If a motion, or any proposed amendment thereto, contains two or more separable propositions, the presiding officer may, and upon request of a Councilmember shall, divide the question.

Motions to Postpone

- A. A motion to postpone indefinitely is debatable if the main motion to which it applies is debatable. The motion cannot be amended nor referred. If carried, the subject cannot be brought up again except by way of a motion to reconsider at a subsequent meeting.
- B. A motion to postpone definitely (i.e., to a time certain), has priority over motions to refer, to amend, to postpone indefinitely, and the main motion. It is debatable as to desirability of postponement and the time to which postponement is to be made. It can be amended by changing the time to which postponement is to be made. It yields only to a motion to close debate or to table.

Motion to Refer

A motion may be made to refer the question at hand to a specified committee, staff member, other person, or to a special committee to be appointed. The motion is debatable as to desirability of referring, as to size and method of appointment of the committee if one is to be appointed, and as to instructions and responsibility of those to whom referred. The motion shall have priority over the main motion, a motion to amend, and a motion to postpone indefinitely. It cannot be tabled or postponed.

Motion to Close Debate (Previous Question); Limit Debate

- A. A motion to close debate requires a two-thirds vote for passage. It is not debatable and cannot be amended. It yields only to a motion to lay on the table. If the motion carries, and unless the motion is made to include "all pending questions," the presiding officer shall put pending amendments to the main question, without debate, in the inverse order of their introduction, before putting the main question to vote.
- B. A motion to limit debate shall be subject to the same rules as a motion to close debate, said motion to specify time limits for each speaker, or the number of speakers for affirmative and negative sides, or the total time limit for consideration of the main motion or question.

Motion to Table

A motion to table (i.e., to lay on the table) is not debatable and cannot be amended. The motion is in order where a motion to close debate has been carried, or when it is pending. The motion is proper only when the pending subject needs to be set aside temporarily because something else of immediate urgency has arisen. If the motion is carried, consideration of the subject matter may be resumed at that meeting or the next succeeding meeting on motion to take from the table made by any Councilmember, and if not taken up by that time, the subject expires. The subject, however, may be reintroduced before the City Council at a later date as a new matter.

To Withdraw a Motion

A motion or offer of a resolution may be withdrawn by the maker at any time before vote by the Council, after first gaining recognition from the presiding officer.

Motion to Reconsider During Meeting

A motion to reconsider any action taken by the Council may be made at any time at the meeting such action was taken or at a recessed session of that meeting. The motion may be made only by a Councilmember who had previously voted with the prevailing side. A resolution or motion authorizing or relating to the approval of a contract may be reconsidered only prior to the actual execution of the contract. A question can be reconsidered only once during the meeting.

Motion to Reconsider at Subsequent Meeting

After the Council has taken action on a matter or question, a motion to reconsider that action, or to reconsider any prior action taken on a matter or question having substantially the same content or purpose of the matter already acted upon, shall not be made at any subsequent meeting for at least one calendar year from the date of such action, except by a Councilmember who voted in the majority on such matter or question, or upon the written consent of majority of Councilmembers filed with the City Clerk. The item then before the Council shall be whether the matter or question should be reconsidered, and if the majority of the Council approves the request, the matter or question shall be placed on a future agenda for consideration.

Method of Voting

Votes of the Council shall be cast and displayed on the electronic voting board so that each Councilmember's vote may be recorded by the City Clerk. In the event of a breakdown or a malfunction of the electronic voting equipment, the City Clerk shall call the roll for voting in the descending order that the names of the Councilmembers appear on the electronic voting board. At the conclusion of the voting the Clerk shall announce the results of the vote by stating whether the measure carried or failed and by what vote. Voting by proxy shall not be permitted.

Tie Vote

Except as otherwise specifically provided by law, the affirmative vote of at least three (3) Councilmembers shall be necessary to adopt any ordinance, resolution or motion. Any question on which the vote is tied is lost, provided, that the presiding officer or any Councilmember may request the City Clerk or City Clerk's authorized designee to carry over the item to the next regular meeting at which a full Council will be present.

Abstention

It shall be the duty of each Councilmember present at a meeting of the Council to vote on each matter or question before the Council for action unless:

- A. Disqualified under the terms of the *Political Reform Act (Government Code, Sections 87100 et seq.)*. Wherein it is reasonably foreseeable that the decision would have a material financial effect on the Councilmember, the Councilmember's immediate family, or on specified economic interests of the Councilmember if that financial effect is different from the effect on the general public; or

- B. Disqualified under the terms of *Government Code, Sections 1090 et. seq.*, dealing with public contracts in which the Councilmember may have a direct or indirect financial interest, the prohibition including preliminary discussions, negotiations, planning and solicitation of bids.
- C. Abstention for any reason other than those mentioned above shall constitute consent to the action proposed, and the City Clerk or City Clerk's authorized designee shall announce at the meeting and enter in the minutes that the abstention was cast as a "no" vote pursuant to this rule.
- D. Nothing in this section is intended to abrogate the judicially declared "limited rule of necessity" adopted in the State pertaining to the duty of members of public and legislative bodies to vote on matters which require their action.

As required by law, the City of Pittsburgh has adopted a Conflict of Interest Code. No person shall make or participate in a government decision which he or she knows, or has reason to know, will have a reasonably foreseeable material financial effect distinguishable from its effect on the public generally.

The City Attorney is available to help Members decide if they should declare a disqualification on any issue, and again, the City Attorney will provide guidance in determining whether a Member should disqualify him/herself from acting on the item. In these instances, Members should recuse themselves from a vote using the phrase, "... *to avoid the appearance of impropriety*" and explain fully the reason for the recusal. The Member must not only disqualify him/herself from voting, but must also refrain from participating in any debate on the matter. To accomplish this, the Member must leave the room after announcing the reason for the recusal. By law, the minutes of that meeting must state the reason for the recusal.

As a resident, a Member recusing him/herself may participate in the proceedings. Again, the City Attorney can advise.

Point of Order

The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If an appeal is taken, the decision of the presiding officer must be sustained by a majority vote of the Council. A contrary position to the determination of the presiding officer may be made by a motion and must be approved by a majority vote of the Council.

A Councilmember may, without waiting for recognition, rise to a point of order to secure a ruling from the presiding officer on a matter thought to be of sufficient importance to require immediate attention. A Councilmember may:

- A. Question the validity of the parliamentary procedure being followed;
- B. Call a speaker to order for the inappropriate use of language or any breach of decorum;
- C. Call attention to a condition that inconveniences members;
- D. Raise a parliamentary inquiry, or call attention to a violation of correct procedure; or

- E. Question a ruling by the presiding officer on a point of parliamentary procedure prior to appealing the decision of the presiding officer to the Council.

Rising to a Point of Order is in order at any time, may interrupt a speaker who has the floor, is not debatable, cannot be amended, and requires no vote of the Council. The Councilmember rising to a point of order may explain his/her position and the presiding officer may state his/her position in ruling on the request.

Appeal from the Decision of the Presiding Officer

A Councilmember may appeal to the Council a decision or ruling of the presiding officer. It must be made immediately following the decision or ruling in question, and it may be made when another has been recognized (had the floor). The motion is debatable if appeal is to a decision regarding a debatable motion. It may not be amended, postponed, or referred to a committee. It is not debatable if the ruling appealed relates to decorum or violation of rules of speaking, or is made when an undebatable motion is pending.

Points of Information

A Councilmember may make a request for information relevant to the business at hand but not related to parliamentary procedure. The request may be directed to the presiding officer or through the presiding officer to another Councilmember or to an officer or employee of the City. The request must be put in the form of a question. If directed to a Councilmember who has the floor, the presiding officer will ask consent of the speaker to the interruption.

Motion to Adjourn or Recess

An unqualified motion to adjourn has priority over all other motions except the motion to fix time of the next meeting. It is always in order, except:

- A. When repeated without intervening business or discussion;
- B. When made as an interruption of a Councilmember speaking;
- C. When a previous question has been ordered and is being discussed; and
- D. While a vote is being taken.

The motion to adjourn is not debatable and cannot be amended. Before putting the motion to adjourn to vote of the Council, the presiding officer may inform the Council of any important matter demanding its attention and consideration before adjournment.

As a privileged motion, that is, when other business is pending, the motion to recess yields only to the unqualified motion to adjourn and to the motion to fix time of the next meeting. After a recess, business proceeds from the point reached immediately preceding the recess.

Severability

If any provision or clause of this procedure or the application thereof to any person or circumstances is held to be unconstitutional, or to be otherwise invalid, by any court of competent jurisdiction, such invalidity shall not affect other provisions, clauses or applications

thereof which can be implemented without the invalid provision, clause or application, and to this end the provisions and clauses of this procedure are declared to be severable.

XVI. EFFECTIVE DATE

The provisions of these procedures shall take effect and be in full force and effect immediately following adoption by the City Council.

XVII. RESOLUTION TABLE

Initial Adoption by Resolution No. 01-9475
Amended Resolution No. 05-10422
Amended Resolution No. 05-10435
Amended Resolution No. 15-10446
Ordinance No. 04-1258
Amended Resolution No. 06-10462
Amended Resolution No. 07-10715
Amended Resolution No. 09-11310
Amended Resolution No. 13-12034
Amended Resolution No. 16-13260

